

HOMEWISE

The Overseas Assurance Corporation Limited
(Reg. No. 192000003W)
(A wholly-owned subsidiary of
Great Eastern Holdings Limited)
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Singapore 048659
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WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to The Overseas Assurance Corporation Limited (hereinafter called "the Corporation") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that in respect of events occurring during the Period of Insurance and subject to the terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy) the Corporation will indemnify the Insured in accordance with the Terms stated in the various Sections of the Policy.

DEFINITIONS

Wherever the following words are used in this Policy or on the Schedule they shall have the meanings given below:

ACCIDENT / ACCIDENTAL

An event which is fortuitous, unforeseen and unintended.

BODILY INJURY

Injury resulting solely and directly from an accident and does not include any medical condition, sickness or disease or any naturally occurring condition, or the result of any gradually operating cause.

BUILDING

The building structure of a HDB/HUDC flat or a private flat / apartment / condominium / terrace / bungalow / semi-detached house occupied as private residence constructed of bricks and/or concrete and roofed with tiles and/or other incombustible materials including renovations, fixtures and fittings located at the Situation described in the Schedule.

COMMENCEMENT DATE

The original inception date of cover under this Policy as shown in the Schedule.

DUE DATE

The Commencement Date or date of renewal of cover as shown in the Schedule or the date on which any subsequent payment of premium falls due.

FAMILY

The Insured's spouse, his / her parents and/or parents-in-law and biological / legally adopted children.

HOSPITAL

A legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a license as a hospital (if licensing is required in the state or government jurisdiction), and meets the following requirements:

- (a) operates primarily for the reception, provision of professional medical care and treatment of sick, ailing or injured persons as in-patients;
- (b) provides full-time nursing service by registered graduated nurses;
- (c) has a staff of one or more Physicians available at all times;
- (d) maintains organised facilities for the medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- (e) is not primarily a clinic, nursing or rest or convalescent or rehabilitation home or similar establishment and is not other than incidentally, a place for alcoholics or drug addicts.

and Hospital shall not mean the following:

- (a) a mental institution; an institution confined primarily to the treatment of psychiatric disease or mental disorders of any nature including sub normality; the psychiatric department of a hospital;
- (b) a place for the aged; a rest home; a place for drug addicts or alcoholics;
- (c) a health hydro or nature cure clinic; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or a nursing, convalescent, rehabilitation, extended-care facility or rest home.

HOUSEHOLD CONTENTS

Any moveable household item in or on the Building stated in the schedule but excluding:

1. property more specifically insured under another policy.
2. money, deeds, bonds, bills of exchange, promissory notes, cheques, traveller's cheques, securities for money, stamps, documents of any kind, manuscripts, medals, motor vehicles and accessories, pedal cycles, contact lenses, hearing aids and livestock unless specifically mentioned herein.
3. any part of the structure or ceilings of the Building and the like or external television and radio antennae, aerials, aerial fittings, masts and towers.
4. landlord's fixtures and fittings.
5. property owned or held in trust in connection with any business profession or trade.

INSURED PERILS

Refers to the following:

1. FIRE, LIGHTNING, THUNDERBOLT, SUBTERRANEAN FIRE
2. EXPLOSION
3. AIRCRAFT and other aerial devices and/or articles dropped therefrom

4. IMPACT with the Building by any road vehicle, horses or cattle not belonging to or under the control of the Insured or any member of his Family.
5. BURSTING OR OVERFLOWING OF DOMESTIC WATER TANKS, APPARATUS OR PIPES excluding:
 - (a) damage thereto
 - (b) loss or damage occurring while the Building is left unoccupied for more than sixty (60) consecutive days.
 - (c) subsidence or landslip.
6. THEFT but only if accompanied by actual forcible and violent breaking into or out of the Building but excluding loss or damage occurring while the Building is left unoccupied for more than 60 consecutive days.
7. RIOTS, CIVIL COMMOTION or ACTS OF STRIKERS or locked out workers or persons taking part in labour disturbance.
8. MALICIOUS damage, whether or not such act is committed in the course of a disturbance of the public peace excluding loss or damage occurring whilst the Building is left unoccupied for more than 60 days.
9. EARTHQUAKE or VOLCANIC ERUPTION, including Flood or Overflow of the Sea occasioned thereby, but excluding landslip or subsidence
10. HURRICANE, CYCLONE, TYPHOON or WINDSTORM including Flood or Overflow of the Sea occasioned thereby, excluding:
 - (a) any building in the course of construction, reconstruction or repair (unless all outside doors, windows and other openings thereto are complete and protected against perils)
 - (b) landslip or subsidence

INSURED PERSON

The person or persons described as such in the Schedule, ordinarily residing in Singapore for whom the insurance is arranged.

NOMINATED ACCOUNT

The credit card account or bank account (whichever is applicable) nominated by the Policyholder in the proposal form to which premiums payable under this Policy are to be charged/billed.

PERIOD OF INSURANCE / POLICY PERIOD

A period of twelve (12) consecutive months starting from the Commencement Date of this Policy and each consecutive period of twelve (12) months for which this Policy remains in force.

PERSONAL EFFECTS

Articles of personal use designed specifically to be worn or carried e.g. clothing & camera equipment etc excluding money, hand phones, pagers, portable computers/diaries and items that are used in connection with any business profession or employment and items insured under a separate policy.

PHYSICIAN

Any physician qualified by degree in Western medicine and legally licensed and authorised to practise medicine and

surgery in the geographical area of his practice, other than the Insured or a family member of the Insured.

SCHEDULE

The document containing details of Insured, Insured Person(s), Contents, type of cover selected and Period of Insurance/ Policy Period. The Schedule forms part of the Policy.

UNINHABITABLE

Impairment to the Building whereby the premises poses health and/or safety hazard and endangers the Insured.

VALUABLES

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

SECTION 1 – CONTENTS

The Corporation will indemnify the Insured by payment, reinstatement, replacement or repair against loss or damage to the Household Contents, Valuables and other Personal Effects belonging to the Insured and/or any member of his Family and/or domestic servant normally residing with him or for which he is legally responsible, whilst contained in the Building and caused by any of the Insured Perils. This Section is arranged on a first loss basis, it being understood that the Corporation shall pay losses up to the Sum Insured stated in the Schedule without the application of average.

The liability of the Corporation for loss or damage to Valuables shall not exceed:

- (a) S\$2,000 for any one article unless specially agreed herein and
- (b) 25% of the total sum insured under Section 1 unless specifically agreed herein.

The liability of the Corporation for loss or damage to the Household Contents, Valuables and other Personal Effects arising out of theft shall not exceed S\$30,000 unless specifically agreed herein.

Provided always that the maximum liability of the Corporation under this Section shall not exceed the Sum Insured specified in the Schedule.

EXTENSIONS TO SECTION 1

COST OF ALTERNATIVE ACCOMMODATION

The Corporation will indemnify the Insured for reasonable additional expenses actually incurred for alternative accommodation during the period necessary for the reinstatement of the Building in the event the Building is rendered totally uninhabitable up to a maximum limit of S\$10,000.

PAIR AND SET CLAUSE

Where an insured item consists of articles in a pair or set, the Corporation shall not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which the article may have as part of such pair or set, nor more than a proportional part of the Sum Insured of the pair or set.

EXCLUSIONS TO SECTION 1

The Corporation will not be liable in respect of:

- (a) inherent fault, latent defect or faulty workmanship, defective design or use of defective materials.
- (b) any loss, destruction or damage as a result of the Building awaiting or undergoing renovation, maintenance, alteration or extension, construction or demolition.
- (c) unexplained loss or mysterious disappearance.
- (d) theft or any attempt thereat by the Insured and / or members of his Family and / or domestic servant or at the time of sustaining such injury is engaged in and under a contract of service or contract for service verbal or otherwise with the Insured.

BASIS OF SETTLEMENT

The basis of settlement of any claim shall be as follows:

- (a) for partial damage, the cost of reasonable and economical repair to a condition substantially the same as but not better or more extensive than the condition when new. If such repair is not carried out within twelve (12) months from date of occurrence, the Corporation will settle claims on indemnity basis i.e. the cost of reasonable and economical repair of damaged item less an amount for wear and tear or depreciation.
- (b) for total loss, if the item damaged or lost is not more than three (3) years old at the date of loss, the full cost of the replacement item will be indemnified provided always that the replacement item is substantially the same as but not better or more extensive than the item damaged or lost when new. If the item damaged or lost is more than three (3) years at the date of loss or is less than three (3) years but not replaced within twelve (12) months from date of loss, the cost of a comparable replacement item less an appropriate allowance for the age and condition of the item damaged or lost will be indemnified.

SECTION 2 – WORLDWIDE PERSONAL LIABILITY

The Corporation will indemnify the Insured and/or his spouse up to the Limits of Liability as stated in the Schedule against all sums for which they may be legally liable including legal costs and expenses in respect of:

- (a) accidental Bodily Injury (including death) to third parties; or
- (b) accidental loss and/or damage to property belonging to third parties,

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

LIMITS OF INDEMNITY

The liability of the Corporation for compensation under Section 2 shall not exceed the limit of indemnity as stated in the Schedule in the aggregate for all claims in respect of or arising out of one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause.

In addition, in respect of a claim to which the indemnity expressed in this Section applies, the Corporation will pay:

- (a) all costs and expenses of litigation recovered by any claimant against the Insured and/or his spouse.

- (b) all costs and expenses of litigation incurred with the written consent of the Corporation.

In the event of the death of the Insured and/or his spouse, the Corporation will, in respect of the liability incurred by the Insured and/or his spouse, indemnify his legal representatives in the terms of and subject to the limitations of this Policy provided that such legal representatives shall as though they were the Insured and/or his spouse observe, fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

EXCLUSIONS TO SECTION 2

The Corporation shall not be liable in respect of

- (a) bodily injury to any person being a member of the Insured's Family and / or domestic servant or at the time of sustaining such injury is engaged in and under a contract of service or contract for service verbal or otherwise with the Insured.
- (b) damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's Family and / or domestic servant or of a person in and under a contract of service or contract for service verbal or otherwise with the Insured.
- (c) bodily injury or damage arising out of or incidental to:-
 - (i) the Insured's profession or business.
 - (ii) the use of lifts, elevators, motor vehicles, watercraft, aircraft or aerial devices.
 - (iii) any commodity, article or thing supplied, repaired, altered or treated by or to the order of the Insured and/or his Family and/or domestic servant (excluding food and beverage served for consumption by the Insured and/or his Family and/or domestic servant in the Building).
 - (iv) any dogs, or animals wild or domesticated kept by the Insured and/or a member of his Family or household as pets.
- (d) any liability, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (e) any liability resulting directly or indirectly from the transmission of any communicable disease by the Insured or members of his Family, domestic maid or pets.
- (f) any liability in respect of bodily injury and loss or damage caused by or in connection with or arising from alterations, additions and repairs to the Building and/or whilst the Building is undergoing renovation or construction.
- (g) loss of or damage caused by or arising from or in connection with vibration or interference with support of land, building or other property or subsidence or any earth movement.

TERRITORIAL LIMITS

- (a) Anywhere in the Republic of Singapore
- (b) Worldwide excluding USA and/or Canada, its territories or possessions in respect of travel abroad provided such travel shall not exceed ninety (90) consecutive days in any one Period of Insurance

JURISDICTION CLAUSE

The indemnity period provided by Section 2 shall only apply in

respect of judgments, which are in the first instance delivered by or obtained from a Court of competent jurisdiction in the Republic of Singapore.

SECTION 3 – WORLDWIDE PERSONAL ACCIDENT

For the purpose of this Section the expression “the Insured” shall be deemed to include the legal spouse of the Insured.

If the Insured shall sustain Bodily Injury caused by violent, external and visible means whilst at the Territorial Limits defined herein and if such Bodily Injury shall within three (3) calendar months and independent of any other cause result in the death or permanent disablement of the Insured, the Corporation will pay the Insured sum or sums of money in accordance with the Table of Benefits described hereunder. In the event of the death of the Insured, payment will be made to his legal representatives.

The aggregate of all percentages payable under death and permanent disablement benefit in respect of any accident shall not exceed one hundred percent (100%). Any claim payable under accidental death benefit shall be reduced by a sum equal to any claim payable under permanent disablement benefit in respect of the same accidental injury.

The aggregate of all percentages payable under this Section in respect of any one accident shall not exceed one hundred percent (100%).

For the purpose of this Section, the expression “accident/accidental” shall mean an event which is caused by violent, sudden, external and visible means.

AGE LIMIT

The benefits under Section 3 shall be automatically terminated upon the Insured and/or spouse of the Insured attaining seventy (70) years of age.

TABLE OF BENEFITS

Death and Permanent Disablement Benefit	Percentages of Compensation or Sum Insured as specified in Section 3 of the Schedule)
A Death OR	100%
B Permanent Disablement	
1 Total paralysis	100%
2. Total & Permanent Loss of all sight in one or both eyes	100%
3. Total Loss by physical severance or Total & Permanent Loss of use of:	
(a) one or both hands at wrist	100%
(b) arm at shoulder	100%
(c) arm between shoulder and elbow	100%
(d) arm at or below elbow	100%
(e) leg at hip	100%
(f) leg between knee & hip	100%
(g) leg at or below knee	100%
4. Total & Permanent Loss of:	
(a) sight in one eye except perception of light	50%
(b) lens of one eye	50%

5. Total Loss by physical severance or Total & Permanent Loss of use of:
 - (a) thumb & fingers of one hand 50%
 - (b) 4 fingers of one hand 40%
 - (c) thumb – 2 phalanges 25%
 - 1 phalanx 10%,
 - (d) index finger – 3 phalanges 15%
 - 2 phalanges 10%
 - 1 phalanx 5%
 - (e) middle finger – 3 phalanges 10%
 - 2 phalanges 7%
 - 1 phalanx 3%
 - (f) ring finger – 3 phalanges 10%
 - 2 phalanges 7%
 - 1 phalanx 3%
 - (g) little finger – 3 phalanges 10%
 - 2 phalanges 7%
 - 1 phalanx 3%
 - (h) all toes of one foot 18%
 - (l) great toe – 2 phalanges 6%
 - 1 phalanx 3%
6. Total & Permanent Loss of:
 - (a) hearing in both ears 75%
 - (b) hearing in one ear 20%
7. Total & Permanent Loss of Speech 50%

TERRITORIAL LIMITS

- (a) Anywhere in the Republic of Singapore.
- (b) Worldwide excluding USA and/or Canada, its territories or possessions in respect of travel abroad provided such travel shall not exceed ninety (90) consecutive days in any one Period of Insurance.

EXCLUSIONS TO SECTION 3

The Corporation shall not be liable for any claims caused by or resulting from any one or more of the following:

- (a) intoxication by alcohol, narcotics or drugs (unless administered under the order of a Hospital or a qualified medical practitioner).
- (b) suicide or any attempt thereat, intentional self-injury, insanity of any degree, conversion disorders, psychosomatic illnesses or nervous or mental disorders of any kind, intemperance, drug habit, venereal disease, acquired immuno deficiency syndrome (AIDS) or AIDS related complex or any consequence thereof.
- (c) deliberate exposure to needless danger (except in an attempt to save human life) or pre-existing physical defect or infirmity or medical condition.
- (d) pregnancy, childbirth, miscarriage or any complications thereof.
- (e) engaged in ice or winter sports, big game hunting, mountaineering (with the use of ropes or guides), polo-playing, hand-gliding, skiing, tobogganing, bob-sleighting, speed or endurance tests, rock-climbing, scuba or skin diving or any underwater activities, motor-rally or racing of any kind other than on foot, professional sports, any aerial activities (whether suspended or not), and the occupational use of power-driven woodworking machinery.
- (f) while traveling in an aircraft or sea craft as a member of the crew or for the purpose of undertaking any technical operation or navigation therein or thereon.

- (g) active or direct participation in strike, riot and civil commotion.
- (h) any kind of disease, sickness, parasite or infection other than bacterial infection occurring in consequence of an accidental cut or wound.
- (i) direct or indirect consequence of any illness.
- (j) while on duty or service in any of the armed forces or armed uniformed groups (unless on reservist service within Singapore).
- (k) dental care or surgery, cosmetic or plastic surgery except necessitated by Bodily Injury.

GENERAL EXCEPTIONS (applicable to all Sections)

The Corporation shall not be liable in respect of:

1. any accident loss damage expense or liability directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - (a) nuclear weapon material.
 - (b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and solely for the purpose of this General Exclusion 1 (b) combustion shall include any self-sustaining process of nuclear fission.
2. any loss (whether temporary or permanent) of the insured property or any part thereof by reason of confiscation requisition detention or legal or illegal occupation of such property or any premises vehicle or thing containing the same by any government authorities.
3. any accident loss damage expense liability or Bodily Injury occasioned by or through or in consequence directly or indirectly of:
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not)
 - (b) civil war, mutiny military or popular uprising 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 any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

In any action suit or other proceeding where the Corporation alleges that by reason of the provisions of this General Exception any accident loss damage expense liability or Bodily Injury is not covered by this insurance the burden of proving that such accident loss damage expense liability or Bodily Injury is covered shall be upon the Insured.

4. any loss damage or liability which is insured by or would but for the existence of this Policy be insured by other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected. This exclusion does not apply to Section 3.
5. any consequential loss or damage of any kind whatsoever unless otherwise stated.

6. any loss or damage occasioned through the willful act of or with the connivance of the Insured and/or any member of his Family and/or domestic servants normally residing with him.
7. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
8. landslip and subsidence.

GENERAL CONDITIONS (applicable to all Sections)

1. INTERPRETATION

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or of the Schedule shall bear such meaning wherever it appears.

2. DUTY OF CARE

The Insured shall:

- (a) use all reasonable diligence and care to keep the Building in proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Corporation shall not be liable for any injury, loss or damage caused by a defect which the Insured has failed to remedy after having received notice of such defect either from the Corporation or any person or public body.
- (b) exercise all reasonable precautions for the maintenance and safety of the property insured under Section 1.

3. CLAIM NOTIFICATION

In the event of any happening which may give rise to a claim under this Policy, the Insured (or in the case of a claim under Section 3, the Insured's personal representatives):

- (a) shall give immediate notice in writing to the Corporation and / or in any event not exceeding fourteen (14) days.
- (b) shall make a police report if there has been theft malicious damage or vandalism or any loss of money or any attempt thereat.
- (c) shall at his (or their) own expense supply the Corporation with further and full particulars in writing as soon as possible and in the case of a claim under Section 1 not later than thirty (30) days after the occurrence of the loss or damage.
- (d) shall send to the Corporation any writ, summons or other legal process issued or commenced against the Insured and/or members of his Family and/or domestic servant and shall give all necessary information and assistance to enable the Corporation to settle or resist any claim or to institute proceedings, if a claim may arise under Section 2.
- (e) shall not incur any expense in making good any loss or damage without the written consent of the Corporation and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.

- (f) shall give the Corporation all such information as the Corporation may reasonably require.

4. RIGHTS AND RESPONSIBILITIES

The Corporation shall be entitled:

- (a) on the happening of any loss or damage for which indemnity is provided under Section 1 to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy, or any copy thereof certified by the Corporation, shall be proof of leave and licence for such purpose but no property may be abandoned to the Corporation.
- (b) to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit, but in the name of the Insured, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
- (c) to pay at any time to the Insured the Limit of Liability under Section 2 or any lesser amount for which any claims can be settled and upon such payment the Corporation shall relinquish conduct and control of and be under no further liability under that Section in connection with such claim or claims except for costs or expenses recoverable from the Insured or incurred with the written consent of the Corporation in respect of the conduct of such claim or claims before the date of such payment.

5. OTHER INSURANCE

- (a) The Insured shall give notice to the Corporation of any insurance or insurances already effected, covering anything hereby insured with the exception of benefits under the Worldwide Personal Accident 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 the Corporation before the occurrence of any loss or damage, all benefits under this Policy in respect of the property so insured shall be forfeited.
- (b) If at any time of any happening giving rise to any loss, damage, expense or liability for which indemnity is provided under this Policy there shall be any other insurance against such loss, damage, expense or liability or any part thereof the Corporation shall be liable to pay that part of the claim which exceeds the sum recoverable under such other policy or policies, subject to the limits of liability specified in this Policy.

6. FORFEITURE

If any claim under this Policy is fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.

7. TRANSFER OF INTEREST

Unless otherwise expressly stated nothing contained herein shall give any rights against the Corporation to any person other than the Insured. Further the Corporation shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law

unless and until the Corporation shall by endorsement declare the insurance to be continued. The extension of the Corporation's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and receipt by the Insured shall in any case absolutely discharge the Corporation's liability hereunder.

8. AUTOMATIC RENEWAL OF COVERAGE

Unless the Insured Person or the Corporation exercises the right to cancel the Policy or the Policy is terminated, the Policy will be renewed automatically from year to year so long as premium is paid when due. Renewal is subjected to the definitions, benefits, terms, exceptions and conditions of the Policy.

9. PREMIUM PAYMENT

Subject to the Corporation's agreement in writing, premium can be paid on a monthly or annual basis.

- (a) If Premium is paid monthly
- i) The first monthly premium is payable on the Commencement Date and subsequent monthly premiums are due on the same date on each succeeding month.
 - ii) Each payment must be paid by direct debit instruction or charged to the Insured's Nominated Account.
 - iii) The Corporation is immediately entitled to the balance of the annual premium payable for the entire Period of Insurance if a claim arises in respect of that Period of Insurance. The Corporation reserves the right to deduct the balance of the annual premium from any claim amount due.
- (b) If Premium is paid annually
- i) The first annual premium is payable on the Commencement Date and subsequent premiums due on the same date on each succeeding year.
 - ii) Each payment must be paid by direct debit instruction or charged to the Insured Person's Nominated Account or by cheque.
- (c) Changes in the frequency of premium payments to or from monthly or annual payments cannot be made unless the Corporation, on receipt of such request by the Insured, allow otherwise.

10. CANCELLATION

- (a) This Policy may be cancelled at the request of the Insured in writing to the Corporation and:
- (i) Sixty percent (60%) of the annual premium will be refunded to the Insured if the cancellation is evoked within three (3) months of Policy inception.
 - (ii) no refund of premium will be allowed if such cancellation is evoked after the Policy has been in force for more than three (3) months.

Provided always that no premium will be refunded if a claim has been made under the Policy.

- (b) The Policy may also be cancelled by the Corporation by seven (7) days' notice given in writing to the Insured at his last known address and the Premium shall be adjusted on the basis of the Corporation receiving or retaining pro rata premium.

11. TERMINATION

- (a) The entire Policy will terminate and all Insured Persons' cover under it will cease immediately upon:
- i) non payment of premium by the Due Date as described in the Payment Before Cover Warranty of this Policy; or
 - ii) the cancellation of this Policy as described in General Condition 10.
- (b) Unless the Corporation has agreed otherwise in writing, the cover of an Insured Person under Section 3 of this Policy will be terminated at next renewal in any of the following circumstances, whichever first occurs:
- i) where the Insured Person attain seventy (70) years of age;
 - ii) where the legal spouse of the Insured Person attain seventy (70) years of age.

12. ARBITRATION

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force.

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Corporation. Unless any such action or suit be commenced within six (6) months of the making of an award the Corporation shall not be liable to make any payment in excess of the amount of the award.

13. FREE LOOK (for Non-Corporate Insured)

This Policy may be cancelled by written request to the Corporation within fourteen (14) days from the date of receipt of this Policy document. Any premium paid will be refunded to the Insured provided the Corporation has not been notified of any claim. If this Policy is sent by post, it is deemed to have been delivered and received in the ordinary course of the post, three (3) working days after the date of dispatch. This right to return the Policy is applicable only to newly incepted annual policies.

14. GOVERNING LAW

This Policy shall be governed by and interpreted in accordance with the laws in Singapore. Singapore courts shall have exclusive jurisdiction over any resolution of any conflict or dispute arising from this Policy.

SPECIAL ENDORSEMENTS/CLAUSES (applicable to all Sections)

PREMIUM BEFORE COVER WARRANTY (for Non-Corporate Insured)

- (1) Notwithstanding anything herein contained but subject to clauses (2) and (3) hereof, it is hereby agreed and

declared that the total premium due must be paid and actually received in full by the Corporation (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.

- (2) In the event that the total premium due is not paid and actually received in full by the Corporation (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Corporation. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate, Cover Note and Endorsement.
- (3) In respect of insurance coverage with "Free Look" provision, the Insured may return the original policy document to the Corporation within the "Free Look" period if the Insured decides to cancel the cover during the "Free Look" period. In such an event, the Insured will receive a full refund of the premium paid to the Corporation provided that no claim has been made under the insurance.

PREMIUM PAYMENT WARRANTY CLAUSE (for Corporate Insured)

- (1) Notwithstanding anything herein contained but 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 the Corporation (or the intermediary through whom this Policy was effected) within sixty (60) days of the:-
- (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note, or
 - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
- (2) In the event that any premium due is not paid and actually received in full by the Corporation (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, Cover Note or Endorsement 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 sixty (60)-day period; and
 - (c) the Corporation shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
- (3) If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Corporation (or the intermediary through whom this Policy was effected) within the Period of Insurance.

CONDITION PRECEDENT

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

- (a) for the risk insured, the Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or

- (b) if the Insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
- (i) the Insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the Insured to the Corporation before cover incepts.

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

If the Corporation allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

EXCLUSION OF THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT CAP. 53B

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

IT CLARIFICATION

Property damage covered under this Policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure. Consequently the following are excluded from this Policy:

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

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 General Insurance Association (GIA) or SDIC web-sites (www.gia.org.sg or www.sdic.org.sg).