

HOMEPROTECT INSURANCE

The Overseas Assurance Corporation Limited
(Reg. No. 192000003W)
(A wholly-owned subsidiary of
Great Eastern Holdings Limited)
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Here is Your HomeProtect Policy document. Please examine it together with the Schedule, to ensure that You understand the terms and conditions and have the protection You need.

It is important that this policy document together with the Schedule and any amendment or endorsement issued (the "Policy") from time to time are read together to avoid any misunderstanding.

If You have any questions after reading these documents, please contact your professional insurance intermediary or Us.

If there are any changes that may affect the insurance provided, please contact Us immediately.

IMPORTANT NOTICE

The insurance cover provided under this Policy is based on the information the Proposer has provided to Us.

Please be reminded that You must fully and faithfully declare to Us the facts that You know or ought to know, otherwise no benefit may be received from the Policy.

YOUR POLICY

Your Policy sets out the terms and conditions of a contract of insurance between You and Us. The proposal form, declaration and any information You gave to Us at the time of application shall form the basis of this contract.

In consideration of the payment of premium to Us, and subject to the terms, conditions, exclusions, provisions and limitations contained or endorsed in this Policy, We will provide You with insurance cover as described in the Policy during the Period of Insurance or any subsequent period for which You pay and We accept the required premium.

Please read the Policy carefully and keep it safe. We suggest that You keep Your family members informed of this insurance cover as it would be helpful in the event of a claim.

CUSTOMER CARE

We are committed to providing You with a high standard of service and customer care. Should You have any reason to feel that We have not provided the service You expected, please contact Your professional insurance intermediary. If You do not use the services of a professional insurance intermediary, please contact Us directly, preferably in writing. We will be ready to help You with Your concerns.

Important – Please remember to quote your Policy number / reference in your communication.

FREE LOOK (for Non-Corporate Insured)

This Policy may be cancelled by written request to Us within fourteen (14) business 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 inception annual policies.

CONTENTS	PAGE
Important Notice	1
Your Policy	1
Customer Care	1
Free Look (for Non-Corporate Insured)	1
Definitions (Applicable to the whole Policy)	1
Section 1 – Contents	3
Section 2 – RenoProtect	3
Section 3 – Worldwide Personal Liability	3
Section 4 – Worldwide Personal Accident	4
General Conditions	5
General Exclusions	6
Claim Conditions	7
Premium Warranty	8

DEFINITIONS (Applicable to the whole Policy)

Accident / Accidental

A sudden, unexpected, unforeseen event which occurs at an identifiable time and place which must be the only cause of Injury or damage to or loss of property, whichever applies.

Bodily Injury

Injury sustained by an Insured Person and is caused by an Accident solely and independently of any other cause and not by sickness, disease or gradual physical wear and tear or mental disorder.

Building

The physical structure of the house, apartment or flat, occupied as a dwelling and construction of brick and/or concrete and roofed with tiles and/or other incombustible materials including its garages, outbuildings, swimming pools, terraces, footpaths, driveways, gardens, gates, fences excluding drains and foundations, and shall include renovations, fixtures and fittings therein which were originally part of the Home when it was transferred by the developer or builder to the first owner of the Home, situated within the premises and forming part of the property, 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

Your spouse and/or Your biological / legally adopted children who are permanently living in Your Home.

Home

The area described in the title deeds situated at the address in Singapore shown in Your Schedule, which is Your private residence used solely for domestic purposes.

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, credit cards, deeds, bonds, bills of exchange, promissory notes, cheques, traveller's cheques, securities for money, stamps, documents of any kind (including but not limited to identity cards, driving licenses, any stored-valued cards and any cards issued by financial institutions / associations / government authorities / corporations), manuscripts, medals, motor vehicles, caravans, trailers, aircraft, watercraft or spare parts and accessories while attached to or in any part of them, pedal cycles, contact lenses, hearing aids, furs, pets 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. Renovation, fixtures and fittings.
5. Property owned or held in trust in connection with any business profession or trade.
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) landslip or subsidence
6. Riots, civil commotion or acts of strikers or locked out workers or persons taking part in labour disturbance
7. 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 sixty (60) days
8. Earthquake or volcanic eruption, including flood or overflow of the sea occasioned thereby, but excluding landslip or subsidence
9. 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

Hospital

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

- a) Operates primarily for the reception, care and medicare and treatment of sick, ailing or injured persons as inpatients;
- b) Provides full-time nursing service by and under the supervision of a staff of nurses;
- c) Has a staff of one or more medical doctors 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 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 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.

Insured / You / Your

The person named as the Insured in the Schedule.

Insured Person(s)

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

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 Your control or any member of Your Family

Jewellery

Items made of or containing precious metals and/or semi-precious and/or precious stones including but not limited to bangles, bracelets, brooches, cufflinks, ear rings, lockets, necklaces, pendants, and rings.

Medical Practitioner

A person who has a qualified degree in western medicine and who is legally licensed and qualified to practice as a doctor in Singapore to provide medical or surgical services within the scope of their licence and training. The Medical Practitioner cannot be the Insured Person, the Insured Person's spouse, the Insured Person's business partner, the Insured Person's employer, the Insured Person's employee, the Insured Person's agent or a person who is related to the Insured Person in any way including but not limited to by blood, marriage or adoption.

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

The Period of Insurance/Policy Period as specified in the Schedule.

Personal Effect

Articles of personal use designed specifically to be worn or carried e.g. clothing, fur, pens, Jewellery, watches and camera equipment etc excluding money, portable communication devices and items that are used in connection with any business profession or employment, as well as items insured under a separate policy.

Pre-Existing Medical Condition

- a) Any condition, illness, disease, disability or defect for which the Insured Person has sought medical advice, been investigated, been diagnosed, been hospitalised, received medical treatment, undergone surgical operation, or been prescribed drugs at any time; or
- b) Any signs and symptoms manifested in the last twelve (12) months prior to the commencement of the Policy which would have caused a prudent person to seek counselling, seek medical advice, undergo investigation

or diagnostic tests, receive medical treatment, undergo surgery, be hospitalized, or be prescribed drugs.

Proposer

The person who apply for this insurance on behalf of the Insured Person(s) and named in the Schedule.

Renovations

Any fixture, installation or addition for improvement, decoration or betterment within Your Home made by You as owner or by any former owner of Your Home in the form of fixtures and fittings (including flooring, built-in wardrobes and air-conditioners), but does not include any part of the Building.

Schedule

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

Uninhabitable

Impairment to the Building whereby the premises is unfit or unsuitable to live in.

Valuables

Jewellery, watches, pens, antiques, paintings, furs, works of art, curios, stamps or coin collections, belonging to You and/or any member of Your Family and/or domestic servant normally residing with You.

We / Us / Our / the Corporation

The Overseas Assurance Corporation Limited

WHAT YOUR POLICY COVERS

SECTION 1 – HOUSEHOLD CONTENTS

We will indemnify You against Accidental loss of or damage to the Household Contents, Valuables and other Personal Effects belonging to You and/or any member of Your Family and/or domestic servant normally residing with You or for which You are legally responsible whilst contained in the situation described in the Schedule and caused by any of the Insured Perils.

We may at Our option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage. This Section is arranged on a first loss basis, it being understood that We shall pay losses up to the sum insured stated in the Schedule of this Policy without the application of average.

Our liability for loss or damage to Valuables and/or Personal Effect 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

Provided always that Our maximum liability under this Section shall not exceed the sum insured specified in the Schedule.

EXTENSIONS TO SECTION 1

Cost of Alternative Accommodation

We will indemnify You 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, We 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.

SECTION 2 – RENOPROTECT

We will indemnify You against loss of or damage to the Renovation whilst contained in the situation described in the Schedule and caused by any of the Insured Perils.

We may at Our option repair, reinstate or replace any property lost or damaged or may pay in cash the amount of the loss or damage. This Section is arranged on a first loss basis, it being understood that We shall pay losses up to the sum insured stated in the Schedule of this Policy without the application of average.

Provided always that Our maximum liability under this Section shall not exceed the sum insured specified in the Schedule.

EXCLUSIONS TO SECTION 1 AND 2

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) Any attempt thereat by You and/or members of Your Family and/or domestic servant.
- e) Any loss or damage during any period in excess of sixty (60) consecutive days during which the Building is left unoccupied, unless written consent has been obtained from Us.

BASIS OF SETTLEMENT (For Sections 1 and 2)

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

- a) For partial damage, the cost of reasonable and economical repairs 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 3 – WORLDWIDE PERSONAL LIABILITY

We will indemnify You and Your spouse permanently residing with You in Singapore as the owner(s) of the Building against all sums for which You and Your spouse may be legally liable including legal costs and expenses in respect of:

- a) Bodily Injury (including death) to third parties
- 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

Our liability shall not exceed the Limit of Indemnity for Any One Occurrence as stated in the Schedule for all sums payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributed to one source or original cause.

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

- a) All costs and expenses of litigation recovered by any claimant against You.
- b) All costs and expenses of litigation incurred with Our written consent.

In the event of the death of any person entitled to indemnity under this Section, We will, in respect of the liability incurred by such person, indemnify his legal representatives in the terms of and subject to the limitations of this Policy provided that such representatives shall as though they were the Insured observe, fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply.

Our total aggregate liability for all occurrences during the Period of Insurance shall not exceed the Limit of Indemnity for Any One Period stated in the Schedule.

EXCLUSIONS TO SECTION 3

We shall not be liable in respect of:

- a) Bodily Injury to any person or a member of Your Family or household 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 Your control or a member of Your Family or household or of a person in and under a contract of service or contract for service verbal or otherwise with You.
- c) Bodily Injury or damage arising out of or incidental to:
 - i) Your employment, trade, business or profession.
 - 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 Your and/or Your Family and/or Your domestic servant's order (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 You and/or a member of Your 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 You or members of Your 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.
- h) All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving asbestos, or any actual or alleged

asbestos related Injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

- i) Legal costs resulting from any criminal proceedings.
- j) Punitive, aggravated or exemplary damages.
- k) Seepage, pollution or contamination.

TERRITORIAL LIMITS

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

JURISDICTION CLAUSE

The indemnity provided by Section 3 shall only apply in respect of judgments, which are in the first instance delivered by or obtained from a Court of competent jurisdiction in Singapore.

SECTION 4 – WORLDWIDE PERSONAL ACCIDENT

If You and/or Your spouse shall sustain Bodily Injury caused by Accident whilst at the Territorial Limits defined herein and if such Bodily Injury shall within twelve (12) calendar months and independent of any other cause result in Your and/or Your spouse's death or permanent disablement of as certified by a Medical Practitioner, We will pay the insured sum or sums of money in accordance with the Table of Benefits described hereunder. In the event of Your and/or Your spouse's death, payment will be made to the legal personal representatives.

The aggregate of all percentages payable under death and permanent disablement benefit in respect of any accident shall not exceed 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 100%.

AGE LIMIT

The benefits under Section 4 shall be automatically terminated upon You and/or Your spouse attaining seventy (70) years of age at the commencement of this insurance.

TABLE OF BENEFITS

Death and Permanent Disablement Benefit	Percentages of Compensation (Based on Sum Insured as specified in Section 4 of the Schedule)
A. Death	100%
OR	
B. Permanent Disablement	
1. Total paralysis	100%
2. Total and Permanent Loss of	
a) all sight in both eyes	100%
b) all sight in one eye	50%
3. Total Loss by physical severance or Total and 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 and hip	100%
g) leg at or below knee	100%

4. Total Loss by physical severance or Total and Permanent Loss of use of:
 - a) thumb and 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
 - i) great toe – 2 phalanges 18%
– 1 phalanx 6%
 - j) any other toe 3%
5. Total and Permanent Loss of:
 - a) hearing in both ears 75%
 - b) hearing in one ear 20%
6. Total and Permanent Loss of Speech 50%

TERRITORIAL LIMITS

Anywhere in Singapore and Worldwide excluding USA and/ or Canada, its territories or possessions in respect of travel abroad provided that such travel shall not exceed ninety (90) consecutive days in any one period of insurance.

EXCLUSIONS TO SECTION 4

We 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 Medical Practitioner).
- b) Suicide or any attempt thereat (whether felonious or not), 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 the committing of any criminal acts or Pre-Existing Medical Condition or physical defect or infirmity.
- d) Pregnancy, childbirth, miscarriage or any Injury, sickness or complications associated with pregnancy or childbirth.
- e) Participating, practicing, training or engaging in any speed or time trials, competitions, sprints or racing of any kind (other than on foot) or any organised team football, extreme sports and sporting activities, rafting or canoeing involving white water rapids, bungee jumping, jet skiing, any underwater activities involving artificial breathing apparatus, scuba or skin diving, skiing, ski racing, backcountry skiing or off-piste skiing, ski jumping, polo-playing, hang gliding, tobogganing, the use of bobsleigh or skeleton, expeditions, private hunting trips, ocean yachting or pot holing, mountaineering, rock climbing or trekking activities (with the use of ropes or guides), hunting, riding or driving in any kind of race or all-terrain vehicles (ATV), motor sports, professional sports, any sports activity involving the Insured Person being airborne (whether suspended or not), and the occupational use of power-driven woodworking machinery.

- f) Participating, practicing, training or engaging in any sport which could provide earnings or receive remuneration, financial rewards, donation or sponsorship of any kind.
- g) Air or sea travel other than as a passenger on a fully licensed passenger carrying airline or shipping line and not as a member of the crew or taking part in expeditions or for the purpose of undertaking any trade or technical operation therein or thereon.
- h) Active or direct participation in strike, riot and civil commotion.
- i) Any kind of disease, sickness, parasite or infection other than bacterial infection occurring in consequence of an accidental cut or wound.
- j) Direct or indirect consequence of any illness.
- k) The Insured Person being engaged in naval, military, air force, civil defence or police training, duties, services or operations (unless on reservist service within Singapore).

GENERAL CONDITIONS (Applicable to the whole Policy)

1. Interpretations

This Policy and Schedule and/or Certificate of Insurance shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy, Certificate and the Schedule shall bear such meaning wherever it may appear.

2. Observance

Our liability under this Policy shall be strictly conditional upon the observance by the Insured Person of the terms, provisions, conditions and endorsements of this Policy. Failure to comply with any of the terms, provisions, conditions and endorsements contained in this Policy shall invalidate all claims hereunder.

3. Determination of Age

In the event of a claim, the age of the Insured Person will be determined as at the date of Inception of the cover with reference to the date of birth.

4. Currency

All amounts shown are in Singapore dollars.

5. Reasonable Care

The Insured Person shall take all reasonable care and precautions for the safety of the lives and property insured.

6. Automatic Renewal Of Coverage

Unless the Insured 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.

7. 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'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 a request to do so by the Insured, allow otherwise.

8. Cancellation

We may cancel this Policy by giving seven (7) days' notice by registered letter to You at Your last known address and the Premium shall be adjusted on the basis of Us receiving or retaining pro rata premium. You may cancel this Policy by giving seven (7) days' notice to Us and shall be entitled to a return of the premium paid. Any refund will be calculated as follows:

<u>Policy Is In Force</u>	<u>Percent of Annual Premium Refundable</u>
Up to 90 days	60%
More than 90 days	Nil

9. 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 8.
- b) Unless the Corporation has agreed otherwise in writing, the cover of an Insured Person under Section 4 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;
 - iii) where the legal spouse of the Insured Person attain seventy (70) years of age.

10. Data Use

Any information collected or held by Us whether contained in the Insured Person's application or otherwise obtained may be used and disclosed to Our associated individuals / companies or any independent third parties (within or outside Singapore) for any matters in the normal course of arranging and administering the Insured Person's insurance Policy and claim.

11. Exclusion of the Contracts (Rights of Third Parties) Act Cap. 53B

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

12. 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.

13. Governing Law

This Policy shall be governed by and interpreted in accordance with the laws in Singapore.

14. 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.

GENERAL EXCLUSIONS (Applicable to the whole Policy)

We 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 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 We 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 You.

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

4. 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 We 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 You.

5. Any loss damage or liability which is insured by or would but for the existence of this Policy be insured by other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected. This exclusion does not apply to Section 4.
6. Any consequential loss or damage of any kind whatsoever unless otherwise stated.
7. Any loss or damage occasioned through the willful act of or with Your connivance and/or any member of Your Family and/or domestic servants normally residing with You.
8. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
9. Landslip and subsidence.
10. Unexplained disappearance, or shortage due to error, omission, exchange rate differences, wear, tear, depreciation, the process of cleaning, dyeing, repairing or restoring any articles, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause.
11. Your willful act, omission, negligence or carelessness.

CLAIM CONDITIONS (Applicable to the whole Policy)

1. Claim Notification

In the event of any happening which may give rise to a claim under this Policy, You (or in the case of a claim under Section 4, Your personal representatives):

- a) Shall give immediate notice in writing to Us and/or in any event not exceeding fourteen (14) days.
- b) Shall make a police report if there has been malicious damage or vandalism or any loss of money or any attempt thereat.
- c) Shall at Your own expense supply Us with further and full particulars in writing as soon as possible and in the case of a claim under Section 1 and/or 2 not later than thirty (30) days after the occurrence of the loss or damage.

- d) Shall send to Us any writ, summons or other legal process issued or commenced against You and/or members of Your Family and/or domestic servant and shall give all necessary information and assistance to enable Us to settle or resist any claim or to institute proceedings, if a claim may arise under Section 3.
- e) Shall not incur any expense in making good any loss or damage without Our prior written consent
- f) Shall not negotiate, pay, settle, admit or repudiate any claim without Our prior written consent.
- g) Shall give Us all such information as We may reasonably require.

2. Rights and Responsibilities

We shall be entitled:

- a) On the happening of any loss or damage for which indemnity is provided under Section 1 and/or 2 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 Us, shall be proof of leave and licence for such purpose but no property may be abandoned to Us.
- b) To undertake in the name and on Your behalf the absolute conduct, control and settlement of any proceedings and to take proceedings at Our expense and for Our own benefit, but in Your name, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.
- c) To pay at any time to You the Limit of Indemnity under Section 3 or any lesser amount for which any claims can be settled and upon such payment, We shall relinquish conduct and control of and be under no further liability under that Section in connection with such claim or claims except for costs or expenses recoverable from You or incurred with Our written consent in respect of the conduct of such claim or claims before the date of such payment.

3. Other Insurance

- a) You shall give notice to Us 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 Our behalf 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 We 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.

4. 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 (including the premium).

5. Transfer of Interest

Unless otherwise expressly stated nothing contained herein shall give any rights to any person against Us other than You. Further, We shall not be bound by any passing of Your interest otherwise than by death or operation of

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

6. Rights of Recovery

We reserve Our right to recover against the Insured Person or his/her legal representatives for the full sum which We have paid for any claim under this Policy for which We are not liable to pay under this Policy.

7. Subrogation

We shall be subrogated to all the Insured Person's rights of recovery against any person, company or organisation and the Insured Person shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

8. Arbitration

Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This applies as long as the dispute can be brought before FIDReC.

If the dispute cannot be brought before or dealt with by FIDReC, it will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The Tribunal shall consist of three (3) arbitrator(s).

The language of the arbitration shall be in English.

9. Abandonment of Claim

If We shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. Conditions Precedent to The Corporation's Liability

The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to Our liability to make any payment under this Policy.

PREMIUM WARRANTY

Payment Before Cover Warranty (For Non-Corporate Insured)

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by Us (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 Us (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 Us. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate, Cover Note and Endorsement.

Condition Precedent (For Corporate Insured)

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 incept.

Premium Payment Warranty (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 Us (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 Us (or the Intermediary through whom this Policy was effected) within the sixty (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 sixty (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) We shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.
3. 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.

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).