



HOMECare

POLICY CONTENTS	PAGE
INTRODUCTION	2
SECTION	
1 RENOVATIONS/IMPROVEMENTS	4
2 CONTENTS	7
3 PERSONAL & FAMILY LIABILITY	10
4 PERSONAL ACCIDENT	11
5 EMERGENCY HOME ASSISTANCE	12
<i>OPTIONAL COVERS</i>	
6 BUILDING	14
7 VALUABLES	15
GENERAL EXCLUSIONS	16
GENERAL CONDITIONS	19

INTRODUCTION

To ensure maximum protection and benefits from the Policy, please read the Policy carefully and return it to us immediately if it is not in accordance with your requirements. The base currency for this insurance is Singapore Dollars (S\$).

The Proposal made by the Insured shall be the basis of the Contract. This Policy, the Policy Schedule, any Endorsements and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear.

GENERAL DEFINITIONS

The following definitions apply to the Policy:

The Insured/You/Your

The person(s) named as the Insured in the Policy Schedule.

Liberty/We/Our/Company

Liberty Insurance Pte Ltd

Period of Insurance

As stated in the Policy Schedule and each subsequent period for which the Policy is renewed.

Situation/Home

The situation of the risk specified in the Policy Schedule.

Policy Schedule/Schedule

The typed sheet attaching to this Policy providing details of the subject matter being insured.

Excess

The portion of claim for which the Insured is liable.

Insured Perils

Refers to the following:

- (a) **Fire** but excluding loss or damage by
 - (i) its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process
 - (ii) subterranean fire
 - (iii) burning of property by order of any public authority
- (b) **Lightning**
- (c) **Flood** which shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building containing the property insured.
- (d) **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 a smoke pipe or vent pipe and while in or on the described Situation of Risk but not smoke from fire-places or industrial apparatus.
- (e) **Riots and strikes, locked-out workers or persons** taking part in labour disturbances, or malicious persons not acting on behalf of or in connection with any Political Organisation excluding:
 - (i) loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever
 - (ii) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
 - (iii) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority

- (iv) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation of such Building
- (f) **Impact damage by:**
- (i) aircraft or other aerial devices or articles falling from them
 - (ii) road vehicles or animals
 - (iii) falling trees or branches, but not loss or damage caused by felling or lopping of trees by or for you
 - (iv) television/radio aerials or masts due to their breakage or collapse
- (g) **Explosion** but excluding loss of or damage to boilers, economisers, or other vessels, machinery or apparatus (other than air compressor) in which pressure is used or their contents resulting from their explosion
- (h) **Earthquake, volcanic eruption, hurricane, cyclone, typhoon and windstorm** but excluding:
- (i) consequential loss of any kind
 - (ii) loss or damage caused by hail whether driven by wind or not
 - (iii) loss or damage caused by subsidence or landslide except when this is occasioned by earthquake or volcanic eruption
 - (iv) loss by reason of any ordinance or law regulating the construction or repair of building
- (i) **Bursting or overflowing of water tanks, apparatus or pipes** from within the building insured or containing the property insured but excluding damage thereto.
- (j) **Water discharged or leaking from any automatic sprinkler installation** in the insured building or containing the property insured but excluding damage thereto.
- (k) **Burglary, housebreaking (whether attempted or actual)** and any resultant theft, but excluding loss or damage whilst the Building is not sufficiently furnished for full habitation.
- (l) **Theft (other than theft resulting from burglary)** if violent breaking into or out of the Building, or any attempt threat, but not theft:
- (i) by you, your Family members, your tenants or your domestic servants or where any part of the Building has been let or sub-let
 - (ii) whilst the Building is not sufficiently furnished for full habitation
 - (iii) where the Building is left unattended or unoccupied in excess of ninety (90) consecutive days, unless with our written agreement
 - (iv) of property in a damaged or imperfect conditions prior to the loss or damage occurring
- (m) **Accidental breakage of fixed glass**, forming part of the Building for which you are legally responsible, but not loss or damage:
- (i) to glass forming part of any glass-house, conservatory, or glass in that part of the Building occupied for commercial or trade purposes
 - (ii) to property in a damaged or imperfect condition prior to the damage occurring
- (n) **Landslip and/or subsidence directly caused by flood** provided that the property insured is maintained in a good state of repair. This extension does not cover consequential loss of any description and the cost of repairing, cleaning or making good drains or water courses.

Building

The insured premises or residential flat at the Situation as described in the Policy Schedule occupied as private dwelling (which may also be used partly as office if approved by Public Authorities) constructed of concrete, brick or stone and roofed with concrete, asphalt, tiles, slate, metal or sheets or slabs composed entirely of incombustible mineral ingredients, unless specially mentioned in the Schedule. The Building shall deem to include fixtures, fittings and renovations/improvements attached to it, garages, outbuildings, hard courts and in-ground pools, drive paths, patios, terrace, landscaping and the walls, gates and fences around it but excluding foundations and drains.

Renovations/Improvements

This shall refer to renovations, improvements, fixtures, fittings and decorations by the Insured. This shall include immoveable household items such as built-in cabinets, cupboards and airconditioning systems.

Contents

This shall mean:

- (i) TV/radio aerials, aerial fittings or masts and satellite dishes
- (ii) any moveable household items such as furniture, refrigerators, washing machines and the like, audio/video/photographic/sports equipment and musical instruments
- (iii) cash, cheques, postal orders, bank drafts, tickets, saving stamps and certificates, premium bonds, current postage stamps or gift tokens, credit cards, stored value cards, documents, entire book(s) of stamp collections, manuscripts, medals and coins, all whilst held for private purposes up to an amount of S\$500/- in total
- (iv) curios, pictures or other works of art, furs, jewellery, precious stones, carpets, rugs, fine glassware, crystal, antiques, watches, cameras, photographic equipment, gold or silver or other precious metals to a maximum any one article of S\$1,000/-

This shall exclude:

- (i) landlord's fixtures and fittings
- (ii) any living creature or plant other than as specifically provided by the Policy
- (iii) motor vehicles, motor cycles, caravans, trailers, watercraft, hovercraft, aircraft or their accessories/parts normally and/or whilst in/on any of them
- (iv) property owned or held in trust in connection with any business profession or trade

Valuables

This shall mean miscellaneous articles of jewellery, gold, silver or other precious metals, precious stones, curios, pictures or other works of art, furs, carpets, rugs, fine glassware, crystal, antiques, watches, cameras, photographic equipment and portable audio/video equipment specifically insured under Section 7 of the policy.

Family

This means your spouse, child/children and relatives residing permanently with you at the Situation.

Pedigree

Having a recorded line of descent from one showing pure breeding and evidenced by a certificate issued by the pedigree pet breeder.

SECTION 1 – RENOVATIONS/IMPROVEMENTS

COVER

In the event of loss of or damage to the insured Renovations/Improvements by an Insured Peril, we will indemnify you the value of the property at the time of the loss or the amount of the damage, or at our option reinstate or replace such property or any part thereof, up to the sum insured stated in the Schedule.

BASIS OF INSURANCE

It is a condition that the sum insured for this Section will at all times be maintained by you at not less than the full reinstatement value of the Renovations/Improvements (which means the cost of replacing the property insured in the same form on "new for old" basis without deduction for wear, tear and depreciation).

Reinstatement Value

The payment for damage shall be the actual cost and expense to reinstate or to replace damaged insured property on the same site, provided:

- (i) All other property insurance covering insured property at the time damage occurs also provide for the same basis of payment; otherwise payment shall be the Indemnity Value.
- (ii) The work of restoration is commenced and carried out and completed within 12 calendar months (or such time that we may agree to in writing) from the date of loss; otherwise the amount payable shall be the Indemnity Value at the time property damage occurs.
- (iii) If at the time of reinstatement or replacement the sum insured is less than 85% of the Replacement Value of insured property, then you shall be deemed your own insurer for the difference and shall bear a proportionate share of the loss amount.

(iv) We shall not be bound to reinstate or replace exactly but only as circumstances permit and in reasonably sufficient manner.

If you are unwilling or unable to reinstate or replace the damaged property, then the damage shall be settled at Indemnity Value. For this purpose, "Indemnity Value" shall mean the reinstatement or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The value will be calculated by deducting depreciation from the replacement or reinstatement value of the insured property.

Limit of Liability

Our maximum liability in the aggregate for all claims in respect of this Section shall not exceed the sum insured specified in the Schedule.

EXTENSIONS to Sections 1 and 6

(a) **Alterations and Repairs**

Employees are allowed in or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.

(b) **Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings of any Description**

Awnings, blinds, signs or other outdoor fixtures or fittings of any description are covered provided that our liability under this extension shall not in the aggregate exceed S\$3,000/-.

(c) **Cost of Temporary Protection**

The cost of temporary protection up to a limit of S\$2,500/- reasonably necessary for the safety and protection of the premises pending repairs/replacement of damage as a result of an insured peril under the policy.

(d) **Electrical Installation**

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

(e) **Removal of Debris**

The cost of removing debris following loss or damage, for an amount not exceeding 5% of the sum insured for each Section.

(f) **Theft during and/or after the Occurrence of a Fire**

Theft of insured property during and/or after the occurrence of a fire or other perils covered under the Policy, but this Extension does not cover theft by employees.

(g) **Appraisal Clause**

If the aggregate claim for any one loss destruction or damage does not exceed S\$10,000/- or 5% of the sum insured of each Section, whichever is the lesser amount no special inventory or appraisal of the undamaged property shall be required.

(h) **Automatic Reinstatement**

In the event of any loss affecting Sections 1 and/or 6, the sum insured shall be automatically reinstated to the full insured limit and an additional premium, calculated by applying the premium rate for top-up of sum insured to the amount reinstated, shall be payable to the Company. This additional premium may be deducted from the claim payment made to the insured.

(i) **Capital Additions**

The reasonable costs of alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to the insured property specified in the Schedule for an amount not exceeding 10% of the total sum insured subject to the Insured declaring to the Company at the end of each quarter during the Period of Insurance of such alterations, additions and improvements and to pay the appropriate additional premium.



(j) **Fire Extinguishment Expenses**

Fire extinguishment expenses of up to 10% of the sum insured of each Section, for each and every occurrence, necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured or immediately threatening to involve such property.

(k) **Public Authorities**

We extend to cover additional cost and expense to reinstate the Building damaged by an insured peril incurred to comply with legal building or other legislation, provided:

- (i) The amount payable shall not include the cost or expense incurred to comply with any of the aforementioned Regulations:
- for any loss prior to the granting of this extension
 - if notice of compliance with such Regulations has been served upon you before the loss occurred
 - for damaged insured property or undamaged portions of the insured property
 - the additional cost or expense that is required to reinstate or replace damaged insured property, had the necessity to comply with any of the aforementioned Regulations not arisen
 - the amount of any tax, development or any other charge or assessment related to the insured property payable to comply with any of the aforementioned Regulations
- (ii) The work of reinstatement or replacement is commenced and carried out with due diligence and completed within 12 calendar months (or such extension that we may agree to in writing) from the date of loss, otherwise the amount payable shall be that payable had this extension not been incorporated.
- (iii) If our liability under any insured item is reduced by the application of any provision in this Policy apart from this extension, then our liability under this extension shall be reduced in like proportion.

(l) **Cover for Contracting Buyer**

If you have contracted to sell the Building, we will protect the buyer against loss of or damage to the Building and Renovations/Improvements caused by an Insured Peril up to the completion of the sale or when the buyer has arranged his own insurance, whichever first occurs.

(m) **Security System**

Cost of replacement or repair of your home security system, including locks and keys of all external doors of the Building up to S\$500/- following a break-in, provided a police report is made within twenty four (24) hours of the break-in.

(n) **Professional Fees**

Architects' Surveyors' Consultants' and Legal Fees as prescribed by the respective professional institute up to 10% of the sum insured of each Section but excluding any fees incurred in preparing a claim.

(o) **Rent or Alternative Accommodation Expenses**

We will indemnify you up to 10% of the sum insured of each Section in the event the Building is rendered uninhabitable by an Insured Peril for:

- (a) reasonable additional expenses for alternative accommodation incurred by you and your Family; or
 - (b) loss of rent receivable/payable by you;
- actually incurred by you during the period necessary for the reinstatement of the Building up to a maximum period of 3 months from the date of loss/damage.

EXCESS Applicable to Sections 1 and 6

The following excess will apply:

- (i) **S\$500/-** of each claim amount caused by hurricane cyclone typhoon windstorm or flood
- (ii) **S\$200/-** of each claim amount caused by bursting or overflowing of water tanks apparatus pipes or mains
- (iii) **S\$10,000/-** or 10% of each claim amount, whichever is higher, caused by landslip and/or subsidence

EXCEPTIONS to Sections 1 and 6

The Policy does not cover loss or damage:



- (a) resulting from burglary, housekeeping, theft or any attempt thereat.
 - (i) by you or your Family or domestic servants.
 - (ii) whilst the Building is not sufficiently furnished for full habitation.
- (b) to property in a damaged or imperfect conditions prior to the loss or damage occurring.
- (c) during any period in excess of 90 consecutive days during which the Building is left unoccupied, unless with our written consent.

SECTION 2 – CONTENTS

COVER

If during the Period of Insurance the insured Contents belonging to you and/or your Family or for which you are legally responsible and whilst contained in the Building shall be lost, destroyed or damaged by unforeseen and sudden physical loss or damage, we will pay you the value of the Contents at the time of the happening of the loss or destruction or the amount of such damage or at our option reinstate or replace such Contents or any part thereof.

BASIS OF INSURANCE

The sum insured for Contents as shown in the Schedule shall represent the current replacement or reinstatement costs. Payment shall not exceed such proportion of the loss or damage as the sum insured bears to the value of all property at the time of loss or damage. Each item, if any, as declared in the Schedule is separately subject to this provision.

In the event that the Contents are being destroyed, damaged or lost, the amount payable under the Policy shall be cost of replacing or reinstating the said Contents of the same kind or type but not superior to or more extensive than the insured Contents when new, provided:

- (a) The cost of replacement is commenced and carried out and completed within 12 calendar months from the date of the loss; otherwise the amount payable shall be the Indemnity Value at the time property damage occurs.
- (b) We shall not be bound to reinstate or replace exactly by only as circumstances permit and in reasonably sufficient manner.

If you are unwilling or unable to reinstate or replace the damaged property, then the damage shall be settled at Indemnity Value.

For this purpose, “Indemnity Value” shall mean the reinstatement or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The value will be calculated by deducting depreciation from the replacement or reinstatement value of the insured property.

LIMIT OF LIABILITY

Unless separately itemised in the Schedule, our liability under this Section shall not exceed the sum insured as stated in the Policy Schedule in respect of:

- | | |
|--|---|
| (a) Cash, cheques, postal orders, bank drafts and other items as defined under item (iii) of Contents | S\$500 |
| (b) Curios, pictures, jewellery, precious stones, watches and other items as defined under item (iv) of Contents | S\$1,000 |
| Our total liability for all these items shall not exceed one-third of the sum insured under this Section. | |
| (c) All loss or damage during any one Period of Insurance | Sum Insured
stated in the
Policy Schedule |

EXTENSIONS to Sections 2

- (a) **Removal of Debris**
The cost of removing debris following loss or damage insured by this Section, for an amount not exceeding 5% of the sum insured on the Contents.
- (b) **Fire Extinguishment Expenses**

Fire extinguishment expenses of up to 10% of the sum insured for each and every occurrence, necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured or immediately threatening to involve such property.

(c) **Rent or Alternative Accommodation Expenses**

We will indemnify you up to 10% of the sum insured under Section 2 in the event the Building is rendered uninhabitable by an Insured Peril, for:

- (i) reasonable additional expenses for alternative accommodation incurred by you and your Family.
- (ii) cost of temporary storage of the Contents.
- (iii) reasonable alternative accommodation costs for your Pedigree pet.

actually incurred by you during the period necessary for the reinstatement of the Building up to a maximum period of 3 months from the date of loss/damage

(d) **Security System**

This insurance extends to cover cost of replacement or repair of your home security system, including locks and keys of all external doors of the Building up to S\$500/- following a break-in, provided a police report is made within twenty four (24) hours of the break-in.

(e) **Title Deeds**

This insurance extends to cover accidental loss to title deeds and other legal documents up to S\$1,500/- for the cost of replacement whilst in the Building or whilst kept in your bank for safe keeping.

(f) **Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings of any Description**

Awnings, blinds, signs or other outdoor fixtures or fittings of any description are covered provided that our liability under this extension shall not in the aggregate exceed S\$3,000/-.

(g) **Domestic Servants' Property**

This insurance extends to cover accidental loss or damage to Personal Effects of any domestic servant of the Insured and permanently residing with the Insured up to S\$500/- in any one period of insurance whilst contained in the Building. The following are excluded:

- (i) money, stamp, coin or metal collections, jewellery, gold and silver (other than silver forming part of household goods), works of art, equipment and furs;
- (ii) the first S\$100/- of each claim other than by fire or theft involving forcible entry.

(h) **Visitors' Personal Effects**

This insurance extends to cover loss or damage to visitors' personal effects whilst contained in the Building up to S\$500/- in any one period of insurance.

(i) **Foods And Drinks in Refrigerator or Freezer**

This insurance extends to cover deterioration or putrefaction of food and drinks in any Refrigerator or Freezer which is less than six (6) years old whilst contained in the Building caused by:

- (i) breakdown or explosion or a change in temperature of such refrigerator/freezer
- (ii) non-operation of any thermostatic or automatic controlling devices of such refrigerator/freezer
- (iii) failure of the supply of electricity exceeding 6 consecutive hours
- (iv) contamination by accidental escape of refrigerant or refrigerant fumes

up to S\$500/- any one period of insurance subject to an Excess of S\$50/- and provided that such loss or damage is not the result of:

- your deliberate act or neglect or that of your domestic employee(s) or any of your Family;
- failure of the supply of the electricity as a direct or indirect consequence of any deliberate act (including strike action);
- disconnection or switching off of electricity supply whether accidental or otherwise at the Building.

(j) **Household Removal by Professional Movers**

This insurance extends to cover accidental loss of or damage to your Contents in the course of removal which are packed by professional packers/movers between the Building and your new permanent residence within Singapore including temporary indoor storage of up to three (3) days, excluding:

- (i) valuables, china, earthenware and other items of brittle nature;

- (ii) money, stamp, coin or metal collections, jewellery, gold and silver (other than silver forming part of household goods), works of art, equipment and furs;
- (iii) the first S\$100/- of each claim other than by fire or theft involving forcible entry.

(k) **Cost of Temporary Additional Domestic Help**

This insurance extends to cover the cost of temporary additional domestic help when you or your spouse are warded as an in-patient in a hospital due to an accident at the Building excluding any costs incurred due to:

- (i) sickness or illness
- (ii) hospitalization arising through pregnancy or whilst under the influence of drinks or drugs up to the limit of S\$750/- in any one period of insurance.

(l) **Contents in the Open**

This insurance extends to cover accidental loss or damage to Contents whilst in the open within the boundaries of your Building but excluding mysterious disappearance up to the limit of S\$500 in any one period of insurance.

(m) **Conservancy Charges or Management Fees**

This insurance extends to cover conservancy charges or management fees payable by you up to a maximum period of three (3) months, subject to a maximum limit of S\$1,000/- in the event that the Building suffers loss or damage by an Insured Peril, rendering it uninhabitable.

(n) **Automatic Reinstatement**

In the event of any loss affecting Section 2, the sum insured shall be automatically reinstated to the full insured limit and an additional premium, calculated by applying the premium rate for top-up of sum insured to the amount reinstated, shall be payable to the Company. This additional premium may be deducted from the claim payment made to the insured.

(o) **Temporary Removal**

Loss of or damage to Contents up to an aggregate limit of S\$5,000/- whilst such Contents are temporarily removed from the Building for cleaning, renovation, modification, repair or similar purpose, but this Extension does not insure loss or damage caused by storm, typhoon or flood unless the Contents are inside a building.

(p) **Alterations and Repair**

Employees are allowed in or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.

(q) **Pets**

We will indemnify you an amount of S\$500 any one period of insurance in the event of accidental death or theft of a Pedigree pet in Singapore. In the event of theft, a police report must be lodged within 24 hours and all reasonable measures must be taken to try to locate the pet, including placement of an advertisement in a local newspaper. Documentary proof of ownership and pedigrees are required in the event of a claim. It is a condition that the pet is of sound health and is free from any illness, lameness, injury or physical disability.

(r) **Denial of Access**

We will pay S\$100 per day up to a maximum 14 days if access to the Home is denied due to damage to properties in the immediate vicinity of the Home caused by Insured Perils.

(s) **Home Quarantine Order**

We will pay S\$100 per day up to a maximum of 14 days if the Insured or his Family is served with a Home Quarantine Order by Public Authorities.

EXCESS applicable to Section 2

The following excess will apply:

- (i) **S\$500/-** of each claim amount caused by hurricane cyclone typhoon windstorm or flood
- (ii) **S\$200/-** of each claim amount caused by bursting or overflowing of water tanks apparatus pipes or mains
- (iii) **S\$100/-** of each claim due to other causes (except Fire and Theft following forcible entry/exit from your home)

EXCEPTIONS to Section 2

We will not be liable in respect of:

- (a) any loss by theft or any attempt thereat
 - (i) by deception unless deception is used to enter the Building
 - (ii) of property in any part of the building to which any other tenant has right of access not involving entry to or exit from the Building by forcible and violent means
 - (iii) by you or your Family member(s), your tenants or your domestic servants
 - (iv) if the Building is lent, let or sublet unless force is used to enter the Building
- (b) any loss or damage resulting from theft by any person lawfully in the Building
- (c) any loss or damage if the Building is left unoccupied during any period in excess of ninety (90) consecutive days
- (d) any loss or damage to property left in the open outside the confinement of the Building

SECTION 3 – PERSONAL & FAMILY LIABILITY

COVER

We will indemnify you and/or your Family and domestic servants permanently residing with you at the Home against all sums for which you or they may be legally liable including legal costs and expenses in respect of:

- (1) accidental bodily injury to or illness of any person (whether fatal or not)
- (2) accidental loss of or damage to property occurring during the period of insurance within the Territorial Limits as stated herein.

We will also pay you in respect of any claims to which the indemnity under this Section applies::

- (a) all costs and expenses recoverable from you by any claimant
- (b) all costs and expenses incurred with our written consent.

LIMIT OF INDEMNITY

Our liability 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 upon or attributable to one source or original cause shall not exceed the sum specified in the Schedule.

In respect of any liability caused by or arising from or in connection with the Insured's ownership of Category A dogs (as defined by the Agri-food & Veterinary Authority of Singapore) our liability will be limited to S\$100,000 any one occurrence and in the aggregate during the Period of Insurance.

In respect of all injury illness or loss and damage sustained during one Period of Insurance our liability shall be unlimited

EXTENSIONS to Section 3

(a) Tenant's Liability

We will indemnify you for all sums which you are liable at law as tenant but not as owner in respect of accidental loss of or damage to premises (or fixtures or fittings thereof) hired or rented to you. Provided that this Extension shall not apply to liability in respect of such loss or damage if the liability is assumed by you under a tenancy or other agreement and would not have attached in the absence of such agreement.

(b) Defective Sanitary Installation

The indemnity provided by this Policy is extended to include injury, illness, loss or damage to property caused by or arising from defective sanitary arrangements or water pollution provided it could be demonstrably proven that it has been caused by immediate discharge consequent upon an accident.

(c) Food & Beverage

The indemnity under this Policy extends to include claims in respect of bodily injuries due to poisoning caused by food and beverage supplied by the Insured or the presence of deleterious matter in such food or beverage supplied by the Insured or to the defective condition of the containers of such food or beverage. Provided always that the Insured shall at all times take every reasonable precaution to prevent the supply of any articles or articles of food or beverage which are not in good condition, free from contamination and fit for human consumption and the liability of the Company under this extension shall not exceed the sum insured as per Policy Schedule any one occurrence and in the aggregate during the Period of Insurance.

(d) **Landlord's Liability**

We will indemnify you for all sums which you are liable at Law as owner but not as occupier in respect of accidental bodily injury to any person (other than your Family and domestic servants permanently residing with you) and/or accidental loss of or damage to third party property

CONDITIONS to Section 3

Jurisdiction Limit

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.

Territorial Limits

Anywhere in Singapore and Worldwide excluding USA and/or Canada, its territories or possessions. In respect of travel or stay overseas (excluding USA/Canada) such travel or stay shall not exceed sixty (60) days from the date of departure from Singapore.

EXCEPTIONS to Section 3

We will not be liable in respect of:

- (a) bodily injury to any person being your Family members or at the time of sustaining such injury engaged in and under your service.
- (b) damage to property belonging to or in the charge of or under the control of the Insured or Family members or of a person in the service of the Insured.
- (c) bodily injury or damage arising out of or incidental to:-
 - (i) your profession or business
 - (ii) the use of lifts, elevators, vehicles, watercraft, aircraft or aerial devices.
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (e) any liability resulting directly or indirectly from the transmission of any communicable disease by you, your Family members, your domestic maid or your pets.
- (f) any liability caused by or arising from or in connection with the Insured's ownership of unlicensed pets.
- (g) any liability arising from ownership of any other Building or land other than the home occupied by you solely as a private residence.
- (h) any liability arising from the occupation or use of any premises other than as a private residence unless specially agreed and specified in the Schedule.
- (i) any fines penalties punitive or exemplary damages
- (j) injury illness loss or damage caused by or in connection with or arising from defective sanitary, installation, pollution or contamination due to the discharge, dispersal, release or escape of smoke, vapour, soot, fumes, chemicals, liquids or gases, waste material unless such discharge, dispersal, release or escape is sudden and accidental.

SECTION 4 – PERSONAL ACCIDENT

COVER

If you, your spouse or children should sustain accidental bodily injury and such injury shall within 12 months from the date of the accident solely and independently of any other cause result in:



- (a) Death; or
- (b) Permanent Disablement; or
- (c) Total and Permanent Loss of sight of one or both eyes; or
- (d) Total and Permanent Loss of one or more limbs; or
- (e) Total paralysis

We will pay the sum insured as per Policy Schedule in any one period of insurance. Cover is Worldwide and on a 24-hour basis.

Permanent disablement shall mean disablement (other than loss of use of limbs, or loss of sight, speech or hearing) which entirely prevents the insured person from attaching to any occupation or profession and having lasted for a continuous period of 24 months and beyond reasonable hope of improvement.

EXTENSIONS to Section 4

(a) **Exposure and Disappearance**

In the event the insured person is unavoidably exposed to the elements and as a result of which suffers a loss for which a benefit is otherwise payable, such a loss will be covered under the terms of this Policy. In the event the body has not been found within two years after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which the insured person was travelling in and it is reasonable to believe that the insured person has died as a result of bodily injury caused by an accident, the Death benefit shall become payable subject to a signed undertaking that if this belief is subsequently found to be wrong, such benefit shall be refunded to the Company.

(b) **Hijack**

Accidental bodily injury sustained as a direct result of unlawful seizure or wrongful exercise of control of an aircraft, vessel or public conveyance will be covered under the terms of this Policy.

(c) **Drowning or Suffocation**

Accidental bodily injury sustained as a result of drowning or suffocation by poisonous fumes, gas or smoke will be covered under the terms of this Policy provided that such injury did not arise out of or in connection with the Insured's own wilful or intentional act.

(d) **Murder and Assault**

Accidental bodily injury sustained as a direct result of the insured person being a victim of murder or assault will be covered under the terms of this Policy provided that such injury did not arise out of or in connection with the insured person's own participation of any such act.

(e) **Riot and Civil Commotion**

Accidental bodily injury sustained as a direct result of strike, riot and civil commotion will be covered under the terms of the Policy provided that the insured person is not an active or a direct participant of such activities.

EXCEPTIONS to Section 4

This Policy does not cover:

- (a) Intentional self-injury, intoxication under the influence of alcohol or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction, suicide, venereal disease, AIDS or any physical defect or infirmity, childbirth or pregnancy
- (b) Engaging in or taking part in parachuting, hang gliding, mountaineering, racing of any kind other than on foot
- (c) Motor-cycling (as driver or passenger)
- (d) Air travel except as a fare-paying passenger in a fully licensed passenger carrying aircraft, any crew, trade, technical or sporting activity in connection with an aircraft
- (e) Insured persons under the age of One year or over the age of Seventy.

SECTION 5 – EMERGENCY HOME ASSISTANCE

In the event of a Home Emergency at the Home described in the Policy Schedule, the **Liberty Helpline** shall upon receiving verbal notification via the emergency telephone number, undertake the following:

- (a) advise the Insured of immediate remedial actions to protect the Insured and the Home.
- (b) on the Insured's behalf, offer to organise and pay up to **S\$100/-** for an Approved Contractor to undertake the Emergency Repairs that are immediately necessary to:
 - (i) protect the Insured against risk to health.
 - (ii) render the Home safe, and/or secure it against further damage.

The Company's maximum liability for under this Section during any one Period of Insurance shall be the costs incurred for 2 Emergency Repairs (at up to S\$100/- per repair).

Home Emergency is defined as a sudden and unforeseen event in the Home which:

- (a) immediately exposes the Insured to a health risk; or
- (b) creates a risk of a loss of or damage to any property of the Insured forming part of or normally contained within the Home; or
- (c) creates immediately unacceptable living conditions within the Home.

Home Emergency shall deem to include damage to or breakdown of the Essential Services to the home and permanent/irreplaceable loss of all keys required to gain access to the Home, but not outbuildings or rooms within the Home.

Essential Services shall include water, electricity, gas and drainage (but only as contained within the boundary of the property) but only in so far as no alternative exists and the service is immediately necessary to maintain acceptable living conditions.

Emergency Repairs shall include the contractor's call charge, labour costs and materials used to effect temporary repairs and replacement materials used to repair damage to the fabric of the building of the home and to its essential services.

Approved Contractor shall refer to a contractor and/or tradesperson accepted by **Liberty Helpline** to its network as available and competent to undertake emergency repairs and remedial work to a range of problems affecting domestic premises.

EXCEPTIONS to Section 5

- (a) The following shall not be considered Home Emergencies and are excluded from the cover:
 - (i) any leaking hot or cold water tap which requires rewashing.
 - (ii) any leaking airconditioners, unless there is documentary evidence to prove that it was serviced within the last 3 months by airconditioner maintenance specialists. Following an emergency repair, the Insured must have all the airconditioners in the Home serviced by specialists using chemicals, for otherwise the Company will not be liable to pay for any emergency repairs that take place thereafter.
 - (iii) any loss or damage arising from the disconnection or interruption of mains service being the responsibility of the utility concerned.
 - (iv) any loss or damage arising from circumstances known to the Insured prior to the commencement date of this Policy.
For the excluded events, **Liberty Helpline** will be prepared to offer advice but will not be responsible for any costs.
- (b) The cost of replacement parts which need to be replaced as a consequence of natural wear and tear and/or gradual deterioration.
- (c) Any cost required solely to remedy damage or breakdown occasioned by attempted repair or modification by the Insured or their duly appointed contractor.
- (d) The cost of repairs to any underground supply pipe.
- (e) Any loss in the event of damage occurring where the home has remained unoccupied for 90 consecutive days in any one period of insurance.
- (f) Any cost incurred without prior notification or authorisation by **Liberty Helpline**.

INFORMATION

Home Assistance Services available through Liberty Helpline include the following:-

- (1) **Locksmith Assistance**



In the event the Insured is locked out of his/her home, **Liberty Helpline** will assist the Insured by providing referral information for a locksmith to the house as well as their charges and will arrange for a housecall, if necessary, upon the Insured's request

(2) **Plumbing Assistance**

Should the Insured's home plumbing be clogged or a leak has sprung, **Liberty Helpline** will assist the Insured by providing referral information for a plumber to the house as well as their charges and will also assist in arranging for a housecall, upon the Insured's request.

(3) **Electrical Assistance**

In the event of an electric power failure or short circuit in the Insured's home, **Liberty Helpline** will provide referral information to electricians as well as their charges. **Liberty Helpline** will also assist the Insured in arranging for a housecall, upon the Insured's request.

(4) **Air-Conditioner Engineer Assistance**

In the event the air conditioner in the Insured's home is not functioning, **Liberty Helpline** will provide referral information regarding air conditioner repairers and assist the Insured in arranging for a housecall, upon the Insured's request.

(5) **Pest Control Assistance**

In the event the Insured requires assistance for pest control or pest prevention for his/her home, **Liberty Helpline** will provide referral information on the service providers and information on their charges. **Liberty Helpline** will also assist the Insured in arranging for a housecall, if necessary.

(6) **Home Cleaning Assistance**

In the event the Insured requires assistance for carpet cleaning, sofa cleaning, window cleaning, cleaning of wall tiles or floor tiles in their home, **Liberty Helpline** will provide referral information of the service providers and their charges. **Liberty Helpline** will also assist in arranging for a housecall, if necessary.

(7) **Home Nursing Care Assistance**

Upon the request of the Insured, **Liberty Helpline** will assist the Insured by providing referral information for a registered nurse to provide nursing care to the Insured at his/her home.

(8) **Repair Assistance**

In the event the television set, refrigerator or washing machine in the Insured's home is not functioning, **Liberty Helpline** will provide referral information regarding repair services and assist the Insured by arranging for a housecall, upon the Insured's request.

The above Services are purely on referral or arrangement basis only. Except as provided above (in the event of a Home Emergency), Liberty Helpline shall not be responsible for any third party expenses which shall be solely the Insured's responsibility.

Emergency Home Assistance will be provided via 24-hour LIBERTY Helpline at 6334 4434

SECTION 6 – BUILDING

COVER

In the event of loss of or damage to the insured Building by an Insured Peril, we will indemnify you the value of the property at the time of the loss or the amount of the damage, or at our option reinstate or replace such property or any part thereof, up to the sum insured stated in the Schedule.

BASIS OF INSURANCE

It is a condition that the sum insured for this Section will at all times be maintained by you at not less than the full reinstatement value of the Building (which means the cost of replacing the property insured in the same form on "new for old" basis without deduction for wear, tear and depreciation).



Reinstatement Value

The payment for damage shall be the actual cost and expense to reinstate or to replace damaged insured property on the same site, provided:

- (i) All other property insurance covering insured property at the time damage occurs also provide for the same basis of payment; otherwise payment shall be the Indemnity Value.
- (ii) The work of restoration is commenced and carried out and completed within 12 calendar months (or such time that we may agree to in writing) from the date of loss; otherwise the amount payable shall be the Indemnity Value at the time property damage occurs.
- (iii) If at the time of reinstatement or replacement the sum insured is less than 85% of the Replacement Value of insured property, then you shall be deemed your own insurer for the difference and shall bear a proportionate share of the loss amount.
- (iv) We shall not be bound to reinstate or replace exactly but only as circumstances permit and in reasonably sufficient manner.

If you are unwilling or unable to reinstate or replace the damaged property, then the damage shall be settled at Indemnity Value. For this purpose, "Indemnity Value" shall mean the reinstatement or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The value will be calculated by deducting depreciation from the replacement or reinstatement value of the insured property.

Limit of Liability

Our maximum liability in the aggregate for all claims in respect of this Section shall not exceed the sum insured specified in the Schedule.

Extensions, Excess Applicable, Exceptions to Section 6 are indicated at Section 1.

SECTION 7 – VALUABLES

COVER

If during the Period of Insurance the insured Valuables belonging to you and/or Family or for which you are legally responsible shall be lost, destroyed or damaged by unforeseen and sudden physical loss or damage within Singapore, we will pay you the value of the Valuables at the time of the happening of the loss or destruction or the amount of such damage or at our option reinstate or replace such Valuables or any part thereof.

BASIS OF INSURANCE

The sum insured for Valuables as shown in the Schedule shall represent the current replacement costs, without deduction for wear and tear or depreciation. Payment shall not exceed such proportion of the loss or damage as the sum insured bears to the value of all property at the time of loss or damage. Each item, if any, as declared in the Schedule is separately subject to this provision.

In the event that the Valuables are being destroyed, damaged or lost, the amount payable under the Policy shall be cost of replacing or reinstating the said Valuables of the same kind or type but not superior to or more extensive than the insured Valuables when new, provided:

- (1) The cost of replacement is commenced and carried out and completed within 12 calendar months from the date of the loss; otherwise the amount payable shall be the Indemnity Value at the time property damage occurs.
- (2) We shall not be bound to reinstate or replace exactly by only as circumstances permit and in reasonably sufficient manner.

If you are unwilling or unable to reinstate or replace the damaged property, then the damage shall be settled at Indemnity Value.

For this purpose, "Indemnity Value" shall mean the reinstatement or replacement of damaged property to its former condition immediately before the occurrence of the loss damage. The value will be calculated by deducting depreciation from the replacement or reinstatement value of the insured property.

(a) **Unspecified Articles**

In the event of any accidental loss or damage to Valuables that are not specifically and individually itemised in the Schedule, we will pay up to the replacement cost subject to a per article limit of S\$1,000/- or 15% of the sum insured under this Section whichever is the lower, and in aggregate not exceeding the total Sum Insured as specified in the Schedule.

(b) **Specified Articles**

In the event of any accidental loss or damage to Valuables that are specifically and individually itemised and declared with a corresponding sum insured for each article listed in the Schedule, we will pay up to the replacement cost of each article or the Sum Insured specified in the Schedule, whichever is the lower.

EXCESS

S\$100/- of each and every claim (per item) except if the loss or damage is due to Fire or Theft following forcible entry/exit from your home.

EXTENSION to Section 7

(a) **Automatic Reinstatement**

In the event of any loss affecting Section 7, the sum insured shall be automatically reinstated to the full insured limit and an additional premium, calculated by applying the premium rate for top-up of sum insured to the amount reinstated, shall be payable to the Company. This additional premium may be deducted from the claim payment made to the insured.

EXCEPTIONS to Section 7

We will not cover loss or damage resulting from:

- (a) any loss by theft or any attempt thereat by you or your Family or your domestic servant
- (b) theft of property from unattended vehicles unless all windows, doors, luggage compartment, boot, roof and windscreen are completely closed and securely locked
- (c) property while in transit unless in the personal custody of the Insured.

GENERAL EXCLUSIONS

The following general exclusions apply to all Sections of this Policy:

- (a) We will not be liable in respect of:
 - (1) scratching, denting, chipping or defacing
 - (2) any loss, destruction or damage due to wear, tear, depreciation, the process of washing, cleaning, dyeing, alteration, repairing or restoration of any article, the action of light or atmospheric conditions, rot, mildew, rust, moth, insects vermin or any other gradually operating cause.
 - (3) any loss or damage occasioned through the wilful act of the Insured or with the connivance of the Insured.
 - (4) delay, confiscation or detention by Custom officials or authorities.
 - (5) electrical, electronic or mechanical breakdown or derangement, manufacturers' defects or faulty design.
 - (6) consequential loss of any nature.
 - (7) loss or damage to property dispatched by sea or air under a bill of lading airway bill or similar document.
 - (8) breakage of strings in respect of any musical instrument.
 - (9) damage to films when in use in a camera or projector.
 - (10) breakage of tubes and/or bulbs unless the apparatus is damaged at the same time.
 - (11) business or professional use in respect of photographic and sporting equipment and musical instruments.
 - (12) any loss, damage or liability directly or indirectly arising as a result of any unexplained loss or mysterious disappearance.
 - (13) any loss, damage or liability directly or indirectly arising from false programming, punching, labelling or inserting



- inadvertent cancelling of information or discarding of data carrying media and loss of information caused by magnetic fields
- (14) any loss, damage or liability resulting from the Building being left unoccupied for a period in excess of ninety (90) consecutive days, unless with the Company's written consent.
 - (15) loss or damage directly occasioned by pressure waves caused by aircraft and aerial devices traveling at sonic or supersonic speeds

(b) WAR AND TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense 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;

- (1) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military rising, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, or 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; or
- (2) Any act of terrorism.

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 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.

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 (1) and/or (2) above.

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

(c) IT CLARIFICATION CLAUSE

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:

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

(d) NUCLEAR ENERGY EXCLUSION CLAUSE

This Policy shall exclude nuclear energy risks.

For all purposes of this Policy nuclear energy risks shall mean:

- (1) All Property on the site of a nuclear power station.
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

- (2) All Property on any site (including but not limited to the sites referred to in (1) above used or having been used for:
 - (a) the generation of nuclear energy or
 - (b) the Production, Use or Storage of Nuclear Material.
- (3) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (4) The supply of goods and services to any of the sites, described in (1) to (3) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under noted, Nuclear Energy Risks shall not include:

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (1) to (3) above (including contractors' plant and equipment).
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (1) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- (1) The provision of any insurance whatsoever in respect of:
 - (a) Nuclear Material;
 - (b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance for the under noted perils:
 - fire, lightning, explosion;
 - earthquake;
 - aircraft and other aerial devices or articles dropped therefrom;
 - irradiation and radioactive contamination;
 - any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- (ii) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- (i) Any Nuclear Reactor,
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.



"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- (ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

(e) **ASBESTOS EXCLUSION**

It is hereby understood and agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of or contributed to or aggravated by asbestos in whatever form or quantity.

(f) **RADIOACTIVE EXCLUSION**

This Policy does not cover any loss, damage, cost or expense 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:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(g) **SEEPAGE AND POLLUTION EXCLUSION**

This Policy does not cover any liability in respect of:

- (i) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended and unexpected happening;
- (ii) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended or unexpected happening;
- (iii) fines, penalties, punitive or exemplary damages.

This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this clause not been attached.

GENERAL CONDITIONS

The following general conditions shall apply to all Sections of this Policy:

(a) **ACQUISITION**



If Notice of Acquisition as regards the Insured's situation is issued by the relevant Government Authorities at any time before or after the issuing of this Policy, insurance will cease to attach on the date of such Notice of Acquisition or Policy's inception date whichever the later and we shall refund to you a ratable proportion of the premium for the remainder of the Policy.

(b) **CANCELLATION**

You may cancel this Policy by giving us notice in writing and will be entitled to a refund of premium (subject to our short period table). We may cancel this Policy by giving you thirty days' notice at your last known address and we shall refund premium paid for the remainder of the current period of insurance.

(c) **DUTY OF CARE**

You are to take all reasonable precautions to prevent loss, damage or accidents including:

- (i) the securing of all doors and windows and other means of entry
- (ii) compliance with all statutory obligations
- (iii) maintenance of the buildings in a good and substantial state of repair
- (iv) ensure all electrical appliances are kept in good working conditions at all times

(d) **OTHER INSURANCE**

If at any time of an accident which results in a claim there is any other insurance Policy covering anything insured by this Policy (with the exception of Personal Accident) we will only be liable:

- (i) for that part of loss or damage which is in excess of the amount recoverable/recovered from such other insurance Policies under Section 3, or
- (ii) to pay/contribute not more than our proportional share under all other sections, subject to the respective limits of liability provided by this Policy.

(e) **CLAIMS NOTIFICATION**

If loss or damage occurs and or any incident which may result in a claim:

- (i) notify us immediately and provide full details in writing as soon as possible
- (ii) notify the police as soon as reasonably possible about any theft or attempt thereat, or by malicious persons and cooperate with us in securing the conviction of the offender
- (iii) declare to us particulars of all other insurances, if any
- (iv) without delay procure and act on proper medical or surgical advice. In the event of the death of the insured person notice shall where practicable be given to us before interment or cremation stating the time and place of any inquest appointed and we shall be entitled to have a post mortem examination at our expense (applicable to Section 4 only)
- (v) send to us without delay any letter of claim, writ, summons or other legal document served on you.

(f) **VOIDANCE OF POLICY**

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

(g) **FRAUD**

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

(h) **ALTERATION**

We shall not be liable if:

- (i) the occupancy be altered or the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage
- (ii) the property insured be removed to any building or place other than that in which it is herein stated to be insured except as is provided under "Temporary Removal" Clause
- (iii) the interest in the property insured passes from the Insured otherwise than by will or operation of law

(i) **PREMIUM WARRANTY**

Please note that it is a condition precedent to liability under the Policy that your premium is paid and received in full by us within **60 days** from the inception date of the cover, failing which the Policy shall be deemed to be automatically cancelled and a pro-rata premium charged for the period that we were on risk, subject to a minimum of S\$25.00.

(j) **AVERAGE CLAUSE**

If at the time of any loss or damage the sums insured at the time of destruction or damage under Sections 1 and/or 6 represents less than 85% of its full replacement value and/or under Sections 2 and 7 represents less than 100% of its full replacement value, we will pay only for that proportion of any destruction or damage which the sum insured bears to the full reinstatement value. Every item of the respective Sections is subject to this condition.

(k) **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 us. Unless any such action or suit be commenced within six months of the making of an award we shall not be liable to make any payment in excess of the amount of the award.

(l) **RIGHTS AND RESPONSIBILITIES**

- (i) We may enter a building in which loss or damage has occurred and deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing our rights to rely on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose.
- (ii) Persons seeking the protection of this Policy must not admit, reject or negotiate any claim without our consent. We may take over and conduct in the name of that person, with absolute control, the defence or settlement of that claim.
- (iii) We shall be entitled to any property for the loss of which a claim is paid hereunder and you shall execute all such assignments and assurances of such property as may be reasonably required but you shall not be entitled to abandon any property to us.
- (iv) We shall be entitled to pay to you the limit of indemnity for any one accident under Section 3 (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and we shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation incurred prior to the date of payment of such limit of indemnity or such less sum.
- (v) If you or any person on your behalf shall not comply with our requirements or shall hinder or obstruct us in the exercise of our powers hereunder all benefit under this Policy shall be forfeited.
- (vi) If we elect to reinstate or replace any property you shall at your own expense produce and give to us all such plans documents and other information as we may reasonably require. We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend more than the sum insured thereon.

If we are unable to reinstate or repair the property because of any municipal or other regulations in force we shall then only be liable to pay such sums as would be requisite to reinstate or repair such property if the same would lawfully be reinstated to its former condition.

(m) **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001**

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

(n) **BREACH OF PREMIUM WARRANTY**

It is a condition precedent that this Policy is issued on the basis that the Insured has never had any insurance (for the risk insured) cancelled due solely or in part to a breach of premium payment warranty in the last 12 months.

(o) **PAIR AND SET**

In the event of accidental loss of or damage to any article forming part of a pair or set, we will not be liable for more than the value of the particular part of parts which may be lost or damaged without reference to any special value which such part or set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.

(p) **LOYALTY DISCOUNT**



In the event of no claim being made or arising under this Policy during a Period of Insurance specified below immediately preceding the renewal of this Policy, the renewal premium shall be reduced as follows:

<u>Period of Insurance</u>	<u>Discount</u>
The preceding year	10%
The preceding two or more consecutive years	15%

**Please examine your Policy carefully to ensure that it meets your requirements and has been prepared correctly. If any error is found, please return it immediately to the Company for correction.
This Policy shall not be in force unless it has been countersigned by an Authorised Representative of the Company.**