



CAFECare

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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 party named as the Insured in the Policy Schedule.

Liberty/We/Our/Us/Company

Liberty Insurance Pte Ltd

Insured Person

The director or registered proprietor or nominated named in the Policy Schedule.

Period of Insurance

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

Policy Schedule / Schedule

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

Situation

The situation of the risk specified in the Policy Schedule (inclusive of the Outdoor Refreshment Area).

Excess

The portion of claim for which you are liable.

Building

The building of your premises, including fixtures, fittings and improvements (which may also be used partly as private dwelling) located at the Situation shown in the Schedule, and which are constructed of concrete, brick or stone and roofed with concrete, asphalt, tiles, slates, metal or sheets or slabs composed entirely of incombustible mineral ingredients, unless specially mentioned in the Schedule.

Business

The business activity or trade carried out at the insured premises, as stated in the Policy Schedule.

Contents

The property at the Building, consisting of:

- (a) stock-in-trade in connection with your business, including goods held in trust and for which you are held responsible
- (b) furniture, fixtures, fittings including signboard/neon sign, awnings, blinds, outdoor fixtures & fittings of every description
- (c) your personal effects and those of any of your partners or employees up to a limit of S\$250 per insured person
- (d) landlord's fixtures and fittings for which you are responsible including renovations and improvements made by you.

Money

Money means cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, unexpired units in franking machines, stored value cards and credit cards sales vouchers, all belonging to you or for which you have accepted responsibility.

Money in Transit

Money in transit means Money in direct transit in your personal custody or that of your directors, partners or employees.

Safes

Safes means fire and theft resistant safe/safes weighing in excess of 25 kg.

Business Hours

Business hours means your usual opening hours (including extended hours during festive periods and weekends) during which you or any of your directors, partners or employees are at the insured premises.

SECTION 1 – CONTENTS

COVER

In the event of loss of or damage to the insured Contents by an Insured Peril (as listed below), 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.

- (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 but excluding:
 - (i) loss or damage caused by subsidence or landslip
 - (ii) the first S\$1,000 of each and every loss
- (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 by any road vehicles** not belonging to you or under your control or not belonging to or under the control of any member of your family or employees, provided that the first S\$200 of each and every claim shall be borne by you.
- (g) **Aircraft and other aerial devices or articles** dropped therefrom
- (h) **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

- (i) **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 landslip 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
 - (v) the first S\$200 of each and every loss
- (j) **Bursting or overflowing of water tanks, apparatus or pipes** from within the building insured or containing the property insured but excluding:
 - (i) damage thereto
 - (ii) loss or damage whilst the Building is untenanted
 - (iii) the first S\$200 of each and every loss
- (k) **Water discharged or leaking from any automatic sprinkler installation** in the insured building or containing the property insured but excluding:
 - (i) damage thereto
 - (ii) loss or damage whilst the Building is untenanted
 - (iii) the first S\$200 of each and every loss

EXTENSIONS to Section 1

- (a) **Automatic Increase in Sum Insured**
The sum insured under this Section is automatically increased by 25% for the two weeks immediately preceding Chinese New Year, Hari Raya Puasa, Deepavali and Christmas.
- (b) **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.
- (c) **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.
- (d) **Cost of Temporary Protection**
This Section is extended to include 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.
- (e) **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.
- (f) **Removal of Debris**
The cost of removing debris of the Contents following loss or damage insured by this Section, for an amount not exceeding 5% of the sum insured on Contents, provided that our liability under this Section shall not exceed in total the sum insured on Contents.
- (g) **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.

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

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

(i) **Appraisement Clause**

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

(j) **Automatic Reinstatement**

In the event of any loss affecting Section 1, 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.

(k) **Capital Additions**

This Section is extended to cover 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 or S\$10,000 whichever is the lesser, 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.

(l) **Fire Extinguishment Expenses**

This Section is extended to cover fire extinguishment expenses of up to S\$5,000 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.

(m) **Average Relief**

If at the time of reinstatement in the terms of the Reinstatement Value Clause of this Section the sum representing 85% of the cost which would have been incurred in reinstatement, if the whole of the property covered by such item had been destroyed, exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any peril hereby insured against, then the Insured shall be considered as being his own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of this Section shall separately be subject to this condition.

BASIS OF INSURANCE

The sum insured for Contents* as shown in the Schedule shall represent the current replacement or reinstatement costs. Payments 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 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.

*Not applicable to stock-in-trade for which the basis of indemnity shall be the market value.

EXCEPTIONS to Section 1

We do not provide cover for:

- (a) bullion or unset precious stones
- (b) any curios or work of art for an amount exceeding S\$200
- (c) manuscripts plans drawings or designs patterns models or moulds
- (d) securities obligations or documents of any kind stamps coin or paper money cheques books of account or other business books and computer systems records
- (e) any loss or damage occasioned by or through or in consequence of the burning whether accidentally or otherwise of forests bush prairie pampas or jungle and the clearing of lands by fire
- (f) explosives
- (g) coal against loss or damage occasioned by its own spontaneous combustion

SECTION 2 – CONSEQUENTIAL LOSS

COVER

(1) Closure of Business

We will pay you up to the sum insured as stated in the Schedule if there is interruption to or interference with the Business at the insured premises as a result of the following:

- (a) Closure of the whole or part of the premises resulting from loss or damage by the perils insured as described in Section 1, provided the happening of such an event causes interruption to your Business during the Period of Insurance to the extent of preventing you from conducting your normal business operations at the Situation of Risk.
- (b) Damage (by perils insured under Section 1) to property in the immediate vicinity of the premises which shall prevent or hinder the use of or access thereto whether your premises or property therein shall be damaged or not shall be deemed to be loss resulting from damage to property used by you at the premises.
- (c) Closure of the whole or part of the insured premises by order of a Public Authority in consequence of:
 - (i) Infectious or contagious disease manifested by any person whilst at the premises.
 - (ii) Murder or suicide occurring at the premises.
 - (iii) Injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided on the premises.
 - (iv) Defects in the drains or other sanitary arrangements at the premises.

Provided that the Company shall not be liable for any claim for the first 3 days of interruption or interference to the Business from the date when the closure is imposed.

The amount of compensation shall be calculated at the stated amount per day for a maximum of 100 days or for such shorter period actually taken to restore your business to the pre-loss operational level, whichever is the lesser.

(2) Cost of Rewriting Records

We will also pay you for the cost of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) but not for the value to you of the information contained therein up to a maximum of S\$1,000 (Restaurant/Food Retail) or S\$250 (Food Stall).

SECTION 3 – THEFT & HOLD UP

We will by payment or at our option by reinstatement or repair indemnify you up to the limit as specified in the Schedule in respect of:

- (a) Loss of or damage to the Contents by theft consequent upon forcible and violent entry into or exit from your premises containing your Contents subject to a sub-limit of S\$2,000 for stocks of cigarettes.
- (b) Damage to your premises consequent upon actual forcible and violent entry into the premises (or attempt thereat) with intent to commit theft.

EXTENSIONS to Section 3

(a) **Automatic Increase in Sum Insured**

The sum insured under this Section is automatically increased by 25% for the two weeks immediately preceding Chinese New Year, Hari Raya Puasa, Deepavali and Christmas.

(b) **Automatic Reinstatement**

In the event of any loss affecting Section 3, 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.

CONDITION to Section 3

The insurance by this Section is arranged on the basis of First Loss up to an amount stated in the Schedule of this Policy. It is agreed that the Average Condition is not applicable to this Section in the event of a loss.

EXCEPTIONS to Section 3

We shall not be liable for:

- (a) loss or damage occasioned by any person lawfully in the premises or directly or indirectly caused or brought by or with the connivance of any inmate or member of your household or business staff or servant.
- (b) loss or damage to deeds bonds bills of exchange promissory notes cheques money or securities for money coins medals stamps stamp collection jewellery watches furs precious metals precious stones or articles composed of any of the documents of title to property contracts or other documents business books computer systems records manuscripts curios sculptures rare books plans patterns moulds models or designs
- (c) loss or damage occasioned by fire or explosion
- (d) loss or damage to glass or any decoration or lettering or alarm tapes thereon
- (e) loss or damage whilst the insured premises/Situation of Risk is lent, let or sublet by you
- (f) loss or damage happening whilst your premises are left without an inhabitant actually in them if the premises have been so left for continuous period exceeding seven consecutive days and nights
- (g) consequential loss damage or liability of any kind or description not specifically mentioned

SECTION 4 – MONEY

COVER

In the event of loss of Money in Singapore we will indemnify you against such losses up to the limits as specified in the Schedule, provided that out of Business Hours the keys and combination numbers of safes and strongrooms are at all time kept in your personal custody or that of your directors, registered proprietors, partners or employees.

EXTENSIONS to Section 4

This Section extends to cover loss or damage to:

- (a) safes or strongrooms,

(b) cases, bags or waistcoats when such are used for the carriage of money directly associated with any theft or attempted theft therefrom.

We will indemnify you against such loss or damage to the extent that you are not otherwise insured and our liability shall be limited to the amount as stated in the Policy Schedule.

The sum insured under this Section is automatically increased by 25% for the two weeks immediately preceding Chinese New Year, Hari Raya Puasa, Deepavali and Christmas.

CONDITIONS to Section 4

- (a) You shall keep a daily record of the amount of cash and/or banknotes contained in the said safe/drawer and such record shall be deposited in a secured place other than the said safe/drawer and shall be produced as documentary evidence in the event of a claim arising hereunder.
- (b) Whenever the insured premises/Situation of Risk are left unattended the keys to the locked drawers safes or strongrooms and record of the combination numbers are removed from the insured premises/Situation of Risk by the Insured or any employee of the Insured.

EXCEPTIONS to Section 4

This Section does not cover:

- (a) loss due to error or omission in receipts payments or accounting or due to depreciation in value or to the use of counterfeit money
- (b) loss of or damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by you or any person(s) in your service
- (c) losses occurring outside Singapore
- (d) any consequential loss whatsoever
- (e) loss of money entrusted to professional money orders carriers or to any person other than the Insured and/or employees authorised by the Insured
- (f) money contained in vending, gaming and amusement machines
- (g) loss of money from an unattended vehicle
- (h) loss of money from locked drawers safes or strongrooms following the use of the keys or combination numbers unless such keys have been obtained by threats or violent means
- (i) mysterious disappearance or unexplained loss

SECTION 5 – PERSONAL ACCIDENT

COVER

If the Insured Person named in the Schedule 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 the Insured's person:

- (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

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

We will pay compensation of the sum insured specified in the Schedule to the Insured Person or in the event of death to the legal personal representatives.



Should there be more than one director/registered proprietor or Insured Person at the time of accident, we shall be liable only for a pro rata proportion of the compensation which otherwise would be payable. Cover is worldwide and round the clock at work and during leisure.

EXTENSIONS to Section 5

(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 Person'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 5

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, professional sports and diving to a depth greater than 50 meters
- (c) Motor-cycling (as driver or passenger) and motor rallies
- (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 sixteen or over the age of seventy.

SECTION 6 – WORK INJURY COMPENSATION

COVER

We will indemnify you against all sums for which you are legally liable to pay compensation under the Work Injury Compensation Act and at Common Law, and will in addition be responsible for all costs and expenses incurred with our written consent in defending



any claim for such compensation in respect of your employees in the immediate service (subject to the maximum number of employees as specified in the Schedule) sustaining personal injury by accident or disease arising out of and in the course of their employment by you, during the Period of Insurance.

The Company's liability in respect of Common Law claims shall be limited to S\$10 million any one claim or series of claims arising out of one event.

Provided always that in the event of any change in the Laws or the substitution by other legislation thereof this Section shall remain in force but our liability shall be limited to such sum as we would have been liable to pay if the Laws had remained unaltered.

CONDITIONS to Section 6

(a) **Jurisdiction Clause**

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.

(b) **Special Provision**

If we are obliged by the Legislation to pay an amount for which we would not otherwise be liable you must repay such amount to us.

EXCEPTIONS to Section 6

We shall not be liable in respect of:

- (a) your liability to employees of your contractors
- (b) any liability which attaches to you by virtue of an agreement but which would not have attached in the absence of such agreement.
- (c) any sum which you would have been entitled to recover from any party but for an agreement between you and such party

SECTION 7 – PUBLIC LIABILITY

COVER

We will indemnify you against all sums which you shall become legally liable to pay for compensation in respect of:

- (a) accidental bodily injury to or illness of any person
- (b) accidental loss of or damage to property

happening in connection with the business and occurring within the Republic of Singapore during the Period of Insurance.

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 all injury illness or loss and damage payable during any one Period of Insurance our liability shall be unlimited.

EXTENSIONS to Section 7

(a) **Tenant's Liability**

We will indemnify you for all sums which you are liable at law as tenants and not as owners in respect of accidental loss of or damage to premises (or fixtures or fittings thereof) hired or rented to you. Provided always that the Company shall not be liable for any liability which attached to the Insured by reason of any expressed term or terms under a tenancy agreement unless such liability would have attached to the Insured notwithstanding such expressed term or terms.

(b) **Defective Sanitary Installations**

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) **Loading & Unloading**

This Policy is extended to cover the Insured's legal liability to third party for bodily injury or property damage caused by or through the fault or negligence of the Insured's employee during the course of loading and unloading operations or delivery or collection to or from stationary vehicles. Provided always that the extension shall not extend to cover motor vehicle Policy or which is specifically required to be provided for under a motor vehicle Policy by virtue of any legislation.

(e) **Neon/Advertising Signs**

This Policy is extended to cover the legal liability of the Insured arising out of accidents caused by or through the neon/advertising signs installation, the property of the Insured.

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

(f) **Sprinkler Leakage**

This Policy is extended to cover the legal liability of the Insured for loss or damage caused by accidental discharge from the sprinkler installation in the insured premises.

(g) **Overseas Travel**

It is hereby understood and agreed that this Policy extends to indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Insured's Directors/Executives whilst engaged on the Insured's business anywhere in the World, subject to Singapore Jurisdiction.

Our liability under this Section and Extensions in respect of bodily injury or loss of or damage to property shall not in any case exceed the Limit of Indemnity specified in the Schedule.

CONDITION to Section 7

Jurisdiction Clause

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.

EXCEPTIONS to Section 7

This Section does not cover:

- (a) liability assumed by you by agreement and which would not have attached in the absence of such agreement
- (b) (i) injury to or illness of any person under a contract of service or apprenticeship with you if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by you.
(ii) any sums payable by you under legislation relating to occupational injury or illness
- (c) loss of or damage to property:
 - (i) belonging to you
 - (ii) in your charge or under your control or that of any of your servants or agents
 - (iii) being that part of any property on which you or any of your servants or agents are or have been working if that loss or damage results directly from such work
- (d) loss of or damage to property caused by or in connection with or arising from the bursting of any pressure part of:
 - (i) any steam boiler or any economizer
 - (ii) any vessel, apparatus or machine intended to operate under steam pressure
 - (iii) loss of or damage to any property of land or building caused by vibration or by the removal or weakening of support
 - (iv) injury to or illness of any person or loss or damage to property occasioned by or resulting from any such loss or damage aforesaid
- (e) injury illness loss or damage caused by or in connection with or arising from:
 - (i) any vehicle (or trailers attached thereto) or animal or vessel or craft owned or possessed or used by or on your behalf or the loading or unloading thereof
 - (ii) any lift elevator escalator hoist or crane owned or used by you for the maintenance of which you are responsible
 - (iii) defective sanitary installations, 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
 - (iv) accidents to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
- (f) injury disease loss or damage caused by poison of any kind or through goods of any description sold supplied or manufactured by you
- (g) liability in connection with or arising from lack of care or skill in the giving of professional or other advice or treatment
- (h) injury disease loss or damage caused through or as a result of any work in shipyards, dockyards, in or on board ships, vessels and/or oil rigs
- (i) any fines penalties punitive or exemplary damages

SECTION 8 – PLATE GLASS

COVER

We will indemnify you by making good the breakage of glass as defined below by any accident or misfortune of a fortuitous character and in addition the cost of:

- (a) temporary boarding-up following breakage
- (b) lettering or decorations on the glass

Our liability shall be limited to the sum insured specified in the Schedule.

The definition of Glass shall be deemed to be as follows:

- (a) fixed glass in external doors windows and shop front
- (b) fixed glass in internal doors windows and partitions
- (c) fixed glass on showcases

EXTENSIONS to Section 8

(a) **Riot Strike and Civil Commotion**

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

(b) **Automatic Reinstatement**

In the event of any loss affecting Section 8, 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.

CONDITION to Section 8

The insurance by this Section is arranged on the basis of First Loss up to an amount stated in the Schedule of this Policy. It is agreed that the Average Condition is not applicable to this Section in the event of a loss.

EXCEPTIONS to Section 8

This Policy does not insure against:

- (a) breakage during transit to or while being affixed to or removed from or during the course of alteration on the premises/situation of risk described in the Schedule
- (b) loss or damage to frames or framework of any description or the cost of removal or any fittings, fixtures or any other obstructions
- (c) cracked or imperfect glass
- (d) interruption or delay or loss of business or damage of any kind occurring during the time intervening between the occurrence of a breakage and a replacement of the glass
- (e) breakage arising from fire, explosion, earthquake, volcanic eruption
- (f) superficial damage by scratching cracking or window slashing not accompanied by actual breakage through the entire thickness of the glass

SECTION 9 – GOODS IN TRANSIT

COVER

We will by payment or at our option by repair reinstatement or replacement indemnify you up to the Sum Insured specified in the Schedule against loss of or damage to the insured equipment and stock-in-trade caused by any fire theft or accident whilst in the course of transit by any vehicle owned by or hired by you from the time of the commencement of loading of the insured equipment and stock-in-trade onto the vehicle at the loading point at place of despatch and continues throughout the normal course of transit until finally delivered from the conveying vehicle to the final destination including unloading, within the main island of Singapore.

CONDITIONS to Section 9

- (a) All vehicles conveying the property shall be maintained in an efficient and roadworthy condition.
- (b) You shall act with reasonable despatch in ensuring the prompt loading, proper packing, lashing, transportation and unloading of the insured equipment and stock-in-trade in all circumstances.
- (c) Whenever any vehicle containing the insured equipment and stock-in-trade are left unattended
 - (i) all doors and the boot shall be locked and windows and other openings shall be securely closed and
 - (ii) any protective appliances shall be put into effect
- (d) All locking devices and any protective appliances shall be properly and adequately maintained.



EXCEPTIONS to Section 9

We do not provide cover for:

- (a) The first S\$200 of each and every claim other than claim(s) arising from fire lightning or explosion
- (b) Loss of use of the insured equipment and stock-in-trade or consequential loss or damage of any kind or description whatsoever
- (c) Loss or damage caused by contamination pollution leakage wear and tear rust corrosion moth vermin termites or other insects fungus rot gradual deterioration deformation or distortion shrinkage evaporation loss of weight change in flavour colour texture or finish action of light inherent vice or latent defect
- (d) Loss or damage to the insured equipment and stock-in-trade at the time of the loss is contained in any vehicle than being used outside the normal course of the Insured's business for social domestic or pleasure purposes
- (e) Loss or damage arising whilst the vehicle(s) is(are) left unattended overnight
- (f) Loss or damage caused by your wilful act or the wilful act of any of your employees or the wilful act of any other person(s) with your connivance or the connivance of any of your employees
- (g) Mysterious disappearance, unexplained loss or shortage due to clerical or accounting error
- (h) Loss or damage caused by explosives or goods of a dangerous nature deeds bonds bills of exchange promissory notes money securities for money stamps documents of title to property precious stones or jewellery carried by the vehicle.
- (i) Breakage of china glass earthenware tiles and tiled fire-places marble clocks scientific instruments picture works of art and the like unless caused by an accident to the vehicle in which such property is being carried or an accident occurring in the course of loading or unloading of the vehicle in which such property is to be or has been carried or any object falling into the vehicle in which such property is being carried.
- (j) Loss or damage arising from mechanical or electrical breakdown or derangement not arising from external impact.

SECTION 10 – FIDELITY GUARANTEE

COVER

We will indemnify you if you shall suffer any direct pecuniary loss arising from any act of fraud or dishonesty committed by the Employee(s) as described in the Schedule.

LIMIT OF LIABILITY

Our liability shall not exceed

- (a) In respect of any Employee the Limit of Liability stated in the Schedule
- (b) In respect of all claims under this Section the Aggregate Limit of Liability and subject to the specific number of employees insured as stated in the Schedule during the Period of Insurance

CONDITIONS to Section 10

- (a) On the discovery by you of any act of fraud or dishonesty committed by an employee or of reasonable cause for suspicion thereof or of any improper conduct you shall give written notice to us within seven days. After such discovery no amount shall be payable under this policy in respect of any subsequent act of fraud or dishonesty committed by the guilty person. Should we independently discover any actual or alleged act or cause or conduct as aforesaid notice to you shall be deemed discovery by you but written notice need not then be given to us. Knowledge on the part of any of your servant exercising supervision over the guilty person shall be deemed to be knowledge of the Insured.
- (b) You shall as soon as practicable after giving notice of claim under this policy and in any case within three calendar months of such notice deliver at your own expense to us full particulars of such claim and furnish proof of the correctness of such claim and if required shall verify the said claim by statutory declaration.
- (c) On the discovery by you of any act of fraud or dishonesty committed by an employee or of reasonable cause for suspicion thereof or of any improper conduct you shall make a police report immediately of any such act or dishonesty committed by the employee and take all practical steps to prosecute the employee involved to conviction for any criminal act which the employee involved shall have committed.

- (d) In the event of a claim all your books of accounts and any accountants' reports thereon shall be open to our inspection and you shall give all information and assistance to enable us to obtain reimbursement from the employee involved or his estate of any amount which we shall have paid or become liable to pay under this Section.
- (e) The value of property in your hands of any employee involved in any act of fraud or dishonesty giving rise or likely to give rise to a claim under this Section and any sum which but for any act of fraud or dishonesty would have been due to such employee by you shall be deducted from any amount payable under this Section.

EXCEPTIONS to Section 10

We shall not be liable:-

- (a) For any act of fraud or dishonesty committed by any employee unless such act or dishonesty is discovered
 - (i) During the Period of Insurance or
 - (ii) Within the three months period immediately after expiry or termination of the policy or
 - (iii) Within three months after the termination of the employee's employment from whatever cause
 Whichever event shall first happen.
- (b) If the nature of your Business be changed.
- (c) If the occupation or duties of the employee be changed or the remuneration of the employee reduced.
- (d) If the precautions and checks for securing accuracy of accounts are not duly observed.
- (e) For more than one claim in respect of any act or acts of fraud or dishonesty by any one employee
 - (i) after the inclusion of that employee in the Schedule
 - (ii) within the period of 12 months prior to the date of discovery by the Insured of any act of fraud or dishonesty by the employee
- (f) For any stock/inventory losses discovered during stock taking or routine stock checks unless it can be clearly established that an act of fraud or dishonesty has been committed by your employee or employees and that all other obligations imposed upon you hereunder are fulfilled.
- (g) For any loss resulting directly or indirectly from any fraudulent preparation, introduction, access, modification, manipulation or deletion of electronic data or computer programs committed by any employee insured under this Policy who intends to cause you to sustain a loss or to obtain financial gain for himself or any other person.
- (h) For any losses caused by a person who is known to have committed dishonest and fraudulent acts.
- (i) For any losses resulting from bodily injury.
- (j) For any indirect losses, e.g. loss of interest, losses due to business interruption.
- (k) For any losses resulting from negligence, unauthorised trading, espionage, blackmailing, extortion, libel and similar risks.

THIS COVER IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

SECTION 11 – DETERIORATION OF STOCK

COVER

We will indemnify you up to the Sum Insured in any one Period of Insurance for loss of or damage or deterioration of refrigerated or frozen food in refrigeration units whilst contained in the Situation as specified in the Schedule due to:

- (a) The accidental damage to refrigerating equipment
- (b) Failure of public electricity supply for a period exceeding six consecutive hours
- (c) Accidental escape of refrigerant gas

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

EXTENSION to Section 11

- (a) **Automatic Reinstatement**

In the event of any loss affecting Section 11, 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 11

We will not be liable for loss or damage resulting from:

- (a) Deliberate act of any power supply authority
- (b) The withholding or restricting of power by such authority
- (c) Deliberate act or neglect of the Insured or member of your household or business staff or any of your servant
- (d) Refrigerating units which are greater than 6 years old
- (e) Consequential loss of any kind
- (f) The imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments
- (g) Loss or damage arising from faulty packing or storage inherent defects contamination or disease
- (h) Faults or defects known to you or any of your responsible employees at the time the insurance contract was arranged and not disclosed to us.

THIS COVER IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

SECTION 12 – BUILDING

COVER

In the event of loss of or damage to the insured Building by an insured peril (as listed below) we will indemnify you the value of the Building lost or damaged, or at our option reinstate, replace or repair such Building or any part thereof.

- (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 but excluding:
 - (i) loss or damage caused by subsidence or landslide
 - (ii) the first S\$1,000 of each and every loss
- (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 by any road vehicles** not belonging to you or under your control or any member of your family or employees, provided that the first S\$200 of each and every claim shall be borne by you.
- (g) **Aircraft and other aerial devices or articles** dropped therefrom
- (h) **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
- (i) **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 landslip 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
 - (v) the first S\$200 of each and every loss
- (j) **Bursting or overflowing of water tanks, apparatus or pipes** from within the Building insured or containing the property insured but excluding:
 - (i) damage thereto
 - (ii) loss or damage whilst the Building is untenanted
 - (iii) the first S\$200 of each and every loss
- (k) **Water discharged or leaking from any automatic sprinkler installation** in the insured Building or containing the property insured but excluding:
 - (i) damage thereto
 - (ii) loss or damage whilst the Building is untenanted
 - (iii) the first S\$200 of each and every loss

EXTENSIONS to Section 12

- (a) **Alterations and Repairs**
Employees are allowed in the premises stated in the Schedule to carry out alterations and repairs, provided the independent contract value of each such work does not exceed 10% of the sum insured for Building or S\$100,000, whichever is the lesser.
- (b) **Appraisalment**
If the aggregate claim for any one loss or damage does not exceed S\$10,000 or 5% of the sum insured, whichever is the lesser, no special inventory or appraisalment of the undamaged property is required.
If 2 or more buildings were included as a single item, this extension shall apply to the range of buildings by the item (or items) affected.
- (c) **Architects' Surveyors' & Consultant Engineers' Fees**
We extend to cover fees and costs for architects and other consultants for estimates, plans, specifications, quantities, tender and supervision up to a limit of S\$5,000 in any Period of Insurance following a loss caused by an insured peril.
- (d) **Automatic Reinstatement**
In the event of any loss affecting Section 12, 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.
- (e) **Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings**



Awnings, blinds, signs or other outdoor fixtures or fittings are covered provided our liability under this extension shall not exceed S\$10,000 in total.

(f) **Capital Additions**

We extend to cover the costs of alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to the Building up to 10% of the total sum insured or S\$10,000, whichever is the lesser, subject to you declaring to us at the end of each quarter during the Period of Insurance such alterations, additions and improvements and pay any additional premium that may be required.

(g) **Cost of Demolition and Clearing and Erection of Hoarding**

We extend to cover the costs incurred for demolition of the insured Building and/or removal of debris from the site, and in providing, erecting and maintaining any street or pavement hoarding required during demolition site clearing and/or building operations following destruction of or damage to the insured Building by fire or any other perils hereby insured against, provided our liability shall not exceed 10% of the cost and expense necessary to restore the damaged insured Building

(h) **Electrical Installation**

We cover loss or damage by fire to the electrical appliances and installation insured by us arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity (lightning included). But we are not liable for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

(i) **Fire Extinguishing Cost/Fire Brigade Charges**

We extend to cover the cost and expense incurred to extinguish fire involving or threatening the insured Building, provided our liability shall not exceed S\$5,000.

(j) **Public Authorities Ordinance**

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.

(k) **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.

(l) **Temporary Protection and Safety Costs**

We extend to cover costs and expenses incurred for the temporary protection and safety of the insured Building pending repair or replacement consequent upon insured damage up to S\$5,000.

EXCEPTIONS to Section 12

We do not cover against any loss or damage:

- (a) from coal, caused by its own spontaneous combustion
- (b) by explosives
- (c) caused by burning of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

GENERAL EXCLUSIONS

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

(a) **SONIC BOOM**

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

In 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 undernoted, 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 undernoted 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 seven 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) selection and supervision of employees
- (ii) the securing of all doors and windows and other means of entry
- (iii) compliance with all statutory obligations
- (iv) maintenance of the buildings in a good and substantial state of repair
- (v) keeping proper record of all money, business books and accounts.
- (vi) 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 Sections 6 and 7, 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 5 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 trade or manufacture carried on 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 building insured or containing the property insured becomes unoccupied and so remains for a period of more than 30 consecutive days
- (iii) 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
- (iv) the interest in the property insured passes from the Insured otherwise than by will or operation of law
- (v) the business be wound up or carried by a Liquidator or Receiver or permanently discontinued

(i) **PREMIUM PAYMENT WARRANTY**

Please note that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days from the inception date of the coverage, failing which the Policy shall be automatically terminated and the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.

(j) **AVERAGE**

If the property hereby insured under Section 1 shall at the happening of any fire or insured perils be collectively of greater value than the sum insured thereon, or if the total number of your employees shall, at the happening of any accident be collectively greater than that specified in Section 6 and 10 of the Schedule, you shall be considered to be responsible for the difference and shall bear a ratable proportion of such loss which the said difference bears to the total value of the property insured or the total number of employees employed.

(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 7 (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) **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%

The discount will be computed after the deduction of Chain Store Discount, if any.

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.