

# SMECare

Please read this insurance policy carefully to ensure that you understand the terms and conditions and that this policy meets your requirements. If there are any changes that may affect the insurance cover provided, please notify us immediately.



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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:

Term	Meaning
<b>1. Applicable Law</b>	This Policy shall be governed by and interpreted in accordance with Singapore Law.
<b>2. Building</b>	The building (excluding foundation) as indicated under the "Location of Risk" shown in the Schedule and which is constructed with hard roofs and walls wholly of brick and/or stone and/or concrete, including outbuildings walls, gates and fences, landlord's fixtures and fittings, and additions forming part of the building. Buildings undergoing demolition are not included.
<b>3. Business</b>	The business activity or trade carried out at the insured premises, as stated in the Policy Schedule.
<b>4. Business Hours</b>	Your usual opening hours (including extended hours for overtime work) during which you or any of your directors, partners or employees is at the insured premises.
<b>5. Class 1 Construction</b>	Constructed with hard roof and walls wholly of brick and/or stone and/or concrete.
<b>6. Contents</b>	The property at the Building, consisting of: <ul style="list-style-type: none"> <li><b>a)</b> All contents within the shop, computers, furniture, fixtures and fittings, renovations and other documents belonging to you or for which you are responsible</li> <li><b>b)</b> Your personal effects and those of any of your partners or employees</li> <li><b>c)</b> Stock-in-trade in connection with your business, including goods held in trust and for which you are held responsible</li> <li><b>d)</b> Sanitary ware, fixed glass, mirrors, awnings, neon signs/signs</li> </ul>
<b>7. Employee</b>	Any person under a contract of service or apprenticeship with you while working for you in connection with the business.
<b>8. Excess</b>	The portion of claim for which you are liable.
<b>9. Insured Person</b>	The directors or registered proprietor/partners or nominated employee named in the Policy Schedule.
<b>10. Insured Property</b>	Any tangible property both real and personal of every kind as shown in the Schedule belonging to you or for which you are legally responsible to insure prior to the occurrence of any Damage.
<b>11. Liberty/We/Our/Us/Company</b>	Liberty Insurance Pte Ltd



Term	Meaning
<b>12. Money</b>	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 card sales vouchers, all belonging to you or for which you have accepted responsibility.
<b>13. Money-in-Transit</b>	Money in direct transit in your personal custody or that of your directors, partners or employees.
<b>14. Period of Insurance</b>	As stated in the Policy Schedule and each subsequent period for which the Policy is renewed.
<b>15. Plate Glass</b>	Fixed glass in windows, doors, partitions, shop front, showcases including fixed mirrors for which you are responsible but excluding the frames/frameworks and/or fixtures. The glass insured is considered as plain and/or tempered and of ordinary glazing quality and without embossing, silvering, lettering, bending, or ornamental work of any kind.
<b>16. Policy Schedule/Schedule</b>	The typed sheet attached to this Policy provides details of the subject matter being insured.
<b>17. Premises</b>	Within the confines of the Building(s) at the Situation.
<b>18. Safes</b>	Fire and theft resistant safe/safes weighing in excess of 25kg.
<b>19. Situation</b>	The situation of the risk including the Outdoor Display Area (ODA) specified in the Policy Schedule.
<b>20. Strongroom</b>	A burglar-resistant structure constructed of masonry and steel, which is designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of money and valuables.
<b>21. Sum Insured/Limit of Liability</b>	The amount(s) specified in the Schedule as the Sum Insured or Limit of Liability which will be the maximum amount that we will pay for any one loss or series of losses arising out of the Policy cover.
<b>22. The Insured/You/Your</b>	The party named as the Insured in the Policy Schedule.



## 1. All Risks (Excluding Building)

### Cover

If during the Period of Insurance, the Insured Property belonging to you or for which you are legally responsible and whilst contained in the Situation be accidentally destroyed or damaged, we will pay you the value of the Insured Property at the time of the happening of the loss or destruction or the amount of such damage or at the Insurer's option reinstate or replace such Insured Property or any part thereof, up to the Sum Insured stated in the Schedule.

### Basis of Insurance

The sum insured for Contents<sup>1</sup> as shown in the Policy 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 Policy Schedule is separately subject to this provision.

In the event that the Contents<sup>1</sup> are being destroyed, damaged or lost, the amount payable under the Policy shall be cost of replacing or reinstating the said Contents<sup>1</sup> of the same kind or type but not superior to or more extensive than the insured Contents<sup>1</sup> when new, provided:

1. 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
2. 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.

<sup>1</sup> Not applicable to stock-in-trade for which the basis of indemnity shall be the market value

### Limit of Liability

Our liability under this Section shall not exceed the sum insured set against each item and in the whole the total sum insured as stated in the Schedule.

### EXTENSIONS to All Risks

1. Accidental Leakage or Spillage  
The indemnity provided by this Section extends to include loss, damage or destruction of the Insured Property by accidental spillage or leakage of any gas vapour liquid (other than water) or molten material caused by a contingency insured against, but excluding:
  - a) damage to, or loss, destruction, pollution or contamination of surrounding land
  - b) loss or destruction of or damage to such escaped gas, vapour, liquid or molten material
  - c) costs of rectifying the fault which permitted the leakage or spillage to take place
  - d) loss or destruction of or damage to goods in transit
  - e) loss, damage or destruction caused by or happening during the course of repairs or alterations



- f) loss or destruction of or damage to that unit of plant, machinery or apparatus used for the containment dispensing or transmission of any gas, vapour or molten material which has escaped or leaked therefrom
  - g) costs of removing, nullifying or cleaning up seeping, polluting or contaminating substances
- 2. All Other Contents**  
The insured property included:
- a) Any one item of equipment or machinery not exceeding S\$50,000 (unless specifically mentioned in the Policy Schedule)
  - b) Personal effects belonging to any one director, partner or employee subject to S\$250 per event and S\$1,000 in the aggregate
  - c) Plate glass subject to a maximum of S\$25,000 and an excess of S\$500 each and every loss in respect of accidental damage
- 3. Alterations and Repairs**  
Workmen are allowed in the premises stated in the Policy 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.
- 4. 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 whichever is the lesser amount no special inventory or appraisal of the undamaged property shall be required.
- 5. 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.
- 6. Automatic Reinstatement**  
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.
- 7. Average Relief**  
If at the time of reinstatement, the sum representing 85% of the total reinstatement cost which would have been incurred, if the whole of the Insured Property had been destroyed, exceeds the sum insured thereon at the time of loss, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of this Section shall separately be subject to this condition.
- 8. 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 Section shall not exceed S\$3,000 in total.
- 9. Brand & Label**  
If branded or labelled merchandise is covered by this Policy and is damaged and the Company elect to take all or any part of such merchandise at the agreed or appraised value, the insured may at his own expense stamp "salvage" on the merchandise or its containers or may remove the brands or labels if such stamp or removal will not physically damage the merchandise but shall



relabel the merchandise or containers in compliance with the requirements of Law.

**10. 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.

**11. 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.

**12. Customer's Goods**

Subject to the terms as regards to Customer's Goods, we shall indemnify you against your legal liability for damage to such property by fire and extraneous perils, provided our liability to the value of the goods and excludes payment for any liability for consequential losses.

**13. Electrical Installation**

Loss of 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 of or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.

**14. Extended Impact Damage**

We extend to cover damage to the Insured Property and/or to walls, gates and fences resulting from Impact by any road vehicles or animals. You shall bear the first S\$500 of each and every loss arising from this benefit.

**15. Fire Extinguishment Cost/Fire Brigade Charges**

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.

**16. Full Theft Extension**

It is hereby declared and agreed that this Policy is extended to cover loss or damage to the Insured property by theft without violent and forcible entry into the premises.

The indemnity herein provided shall not apply to nor include:

- a)** Loss or damage caused by or resulting from infidelity or any dishonest act on the part of the insured or other parties of interest or his or their employees or agents or any persons to whom the property insured may be entrusted
- b)** Unexplained loss mysterious disappearance or loss or shortage upon taking inventory

The liability of the Company under this extension shall not exceed 20% of the sum insured or S\$100,000 whichever is lesser during the policy period and the insured shall bear the excess as stated in the Schedule for each and every loss under this extension.

**17. Heating & Power**





We extend to cover the use of electric, gas and other lighting, heating and power usual to trades and occupations allowed as provided by Law, By-Law or Municipal Regulation.

**18. Landslip and Subsidence Endorsement (Resulting from Flood)**

It is hereby declared and agreed that notwithstanding anything contained to the contrary in the within written Policy the insurance under this Policy shall extend to cover:

Loss of or damage to the property insured directly caused by subsidence of the site or Landslip occasioned by Flood, occurring within the period stated in the schedule but excluding:

- a)** loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip
- b)** unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as it is necessary to repair the property insured
- c)** loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials
- d)** consequential loss or damage of any kind or description
- e)** the first S\$25,000 each & every loss as ascertained after the application of any condition of average and occurring within each & every separate period of 72 consecutive hours during the currency of this Policy

**Special Conditions**

- a)** The Insured shall maintain the insured property in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby
- b)** The Insured shall notify the Company immediately:
  - i)** any excavations are commenced beneath, around or in the vicinity of the Insured property. In such event the Company shall have the right to vary or cancel the cover provided under this Policy
  - ii)** of the operation of an insured peril affecting any part of the site (whether or not the insured property is involved) or its nearby surroundings

**19. 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:

- a)** The amount payable shall not include:
  - i)** 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
  - ii)** 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



iii) 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

b) 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

c) 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

**20. Reinstatement Value Clause (Excluding Stocks)**

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

a) 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

b) 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

c) 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

d) 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.

**21. Removal of Debris**

The cost of removing debris of the Contents following a 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.

**22. Rent (only applicable if insured under the Schedule)**

The insured item Rent either Payable/Receivable is applicable only to the part of the Location render wholly unfit for occupation as a direct result of property damage. Provided our maximum liability shall be the lower of the sum insured specified on the Policy Schedule under item "Rent" or the proportion thereof as measured by the period of uninhabitable condition in relation to your indemnity period for Rent.



### 23. Services

The insurance on the building and/or machinery item(s) extends to include telephone, gas, water and electrical instruments, meters, piping, cabling and the like and accessories thereof including similar property in adjoining yards or roadways or underground (and pertaining to the property insured hereby) all the property of the Insured or of suppliers or others for which the Insured are responsible.

### 24. Temporary Protection and Safety Costs

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

### 25. Temporary Removal

Loss of or damage to Insured Property up to an aggregate limit of S\$5,000 whilst such Insured Property 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 Insured Property are inside a building.

### 26. Vehicle Load

If insured property is being left loaded in securely locked vehicles or freight containers overnight while in the premises as stated in the Schedule, we will pay you for loss of or damage to such property up to a limit of 10% sum insured or S\$10,000 whichever is lesser.

## EXCEPTIONS to All Risks

We will not indemnify you in respect of:

1. The first S\$500 of each and every loss giving rise to a claim arising other than from Fire, Lightning and Theft involving entry to or exit by forcible and violent means
2. Consequential loss or damage of any kind

### 3. Loss or damage to:

- a) currency notes, deeds, bonds, bills of exchange, promissory notes, cheques, money or securities for money, medals, coins, stamps, stamp collections, or other documents of value including documents of title to property contracts or other documents, business books, computer systems records, manuscripts, curios, works of art, sculptures, rare books, plans, patterns, moulds, models or designs
- b) gold, silver, platinum or other precious metals and alloys articles, jewellery, watches, pearls, set or unset precious stones or furs, garments trimmed with fur
- c) property undergoing the imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments, but the Company shall be liable for other damage insured by this Policy and resulting from such cause
- d) electrical equipment or wiring caused by electrical current (other than by lightning) but the Company shall be liable for other damage insured by this Policy and resulting from such cause
- e) watercraft, aircraft, locomotives, rolling stock, motor vehicles, motorcycles and trailers
- f) property (except signs) in the open or being processed, constructed, erected, installed, altered, dismantled, removed or re-sited including related materials and supplies



- g)** empty premises awaiting or undergoing demolition
  - h)** explosives
  - i)** animals/livestocks/growing crops or trees
  - j)** accessories and spare parts unless the machine and/or equipment is stolen at the same time
  - k)** short-circuiting, self-heating, leakage of electricity, over-running or excess pressure originating in the particular part, the explosion or rupture of boilers, economisers, turbines or other vessels, machinery or apparatus in which power is used or their contents
  - l)** property more specifically insured
- 4.** Damage to glass resulting from
- 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, chipped or imperfect glass
  - d)** breakage and a replacement of the glass
  - e)** superficial damage by scratching, cracking or window slashing not accompanied by actual breakage through the entire thickness of glass forming part of Stock-In-Trade
- f)** articles of a brittle nature unless such damage arises from fire or theft
- 5.** Loss or damage caused by or arising from:
- a)** any wilful act on Your Part or any person acting on your behalf
  - b)** any disappearance, unexplained loss or shortage revealed only at the time of stock-taking or the making of description an inventory or not traceable to a specific event
  - c)** shoplifting and/or pilferage
  - d)** fraud or dishonesty of any member of your household or any of your directors, partners, agents or employees, trick device or false pretence
  - e)** wear and tear, the process of cleaning, dyeing, altering, repairing or restoring any article, the action of light or atmospheric conditions, moth, mildew, corrosion, shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction, oxidation, fading tree roots, evaporation, changes in flavour, colour, temperature, humidity or texture or any other gradual operating cause
  - f)** caused by mechanical or electrical breakdown or derangement or electronic malfunction
  - g)** inadequacy or failure of power or cooling, unless such inadequacy or failure results from insured power heating or cooling equipment at the Location being first damaged directly by a cause not otherwise excluded under this Policy
  - h)** explosion or imposition of pressure vessels which require certification under any Statutory regulations such as but not



limited to boilers, compressors and air receivers

- i) whilst the premises are left without an inhabitant actually in them if the premises have been left for a continuous period exceeding 30 consecutive days and nights unless written consent has been obtained from the Company
- j) erosion, settling, cracking, seepage resulting from earth movements (other than earthquake, subterranean fire or volcanic eruption), shrinkage or expansion of buildings or foundations, subsidence, landslip or ground heave
- k) vermin, insects, termites, scratching, denting, chipping or defacing
- l) latent defect, faulty workmanship, structural defects or faulty design
- m) the cessation, interruption or retarding of any process or operation or work whether total or partial
- n) delay, confiscation or detention by Customs House or by other Officials or Authorities
- o) whilst being transported by rail, road, sea (including loading and unloading) or whilst in the course of transit away from the premises specified in the Policy Schedule
- p) false programming, punching, labelling or inserting inadvertent cancelling of information or discarding of data carrying media, and loss of information caused by magnetic fields
- q) loss, damage or expense recoverable under the maintenance agreement(s) or

which would be so recoverable but for a breach of the Insured's obligation under the maintenance agreement(s)

- r) spillage, leakage discharge or solidification, but ensuing loss from any cause not otherwise excluded under this Policy is covered
- s) exposure to weather conditions on property in the open, but loss caused by lightning is covered

6. Pollution or contamination which means the discharge, dispersal, release or escape of any type of pollutant or contaminant into or upon property, land, atmosphere or any water course or body of water (including ground water), to Insured Property except where caused directly by fire, lightning, explosion, tempest, flood, windstorm, impact by aircraft or other aerials devices or articles dropped from them, riot, civil commotion, persons taking part in an industrial dispute, persons acting maliciously, earthquake, storm, the bursting overflowing and discharging of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal, smoke damage and spontaneous combustion.

Any liability in connection with disposal or dumped waste materials or substances is also excluded.

7. Collapse or cracking of building
8. Sonic Bang or pressure waves caused by aircraft or other aerial devices



## 2. Consequential Loss

### Cover

#### 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:

1. Closure of the whole or part of the premises resulting from loss or damage by the perils under 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
2. Damage (by the perils insured) 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
3. Closure of the whole or part of the insured premises by order of a Public Authority in consequence of:
  - a) Infectious or contagious disease manifested by any person whilst at the premises
  - b) Murder or suicide occurring at the premises
  - c) Injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided on the premises
  - d) 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.

#### Cost of Recompiling 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.

## 3. Rental Expenses

In the event that the insured premise is rendered uninhabitable by a loss covered under Section 1, we will indemnify you for:

1. Reasonable additional expenses for the rental of alternative premises; and/or
2. Cost of temporary storage of equipment, furniture and other Contents

actually, incurred by you during the period necessary for the reinstatement of the insured premises up to the sum insured specified in the Policy Schedule.

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.



## 4. Money

### Cover

We will pay you for loss of or damage to money occurring during the Period of Insurance up to the amount stated in the Schedule:

1. In transit to or from the premises or anywhere in Singapore whilst in your personal or your authorised employee's custody
2. Whilst the money is on your premises during and/or after business hours contained:
  - a) In locked safe/strongroom
  - b) In locked drawer/cabinet

Up to the amount as stated in the Schedule.

### EXTENSIONS to Money

#### Damage to Safe or Strongroom

We will pay for loss or damage to safes or strongroom up to S\$1,000 following theft or an attempted theft of money.

#### Armed Robbery and/or Hold-Up

We extend to cover you against loss of or damage to the money insured directly consequent upon assault, violence or threat of violence upon your employee(s).

#### Automatic Reinstatement

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.

#### Money in Private Residences of Directors

We extend to cover you against loss of money in locked drawer/cabinet in private residences of registered directors up to a limit of S\$1,000.

### CONDITIONS to Money

1. You shall keep a daily record of the amount of cash and/or banknotes contained in the said

safe/drawer and such record shall be deposited in a secured place other than the said safe/drawer and shall be produced as documentary evidence in the event of a claim arising hereunder.

2. Whenever the 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 Money

This Section does not cover loss or damage caused by or arising from:

1. error or omission in receipts payments or accounting or due to depreciation in value or to the use of counterfeit money
2. fraudulent or dishonest acts or fraudulent misappropriation or theft by you or any person(s) in your service
3. losses occurring outside Singapore
4. any consequential loss whatsoever
5. loss of money entrusted to professional money orders carriers or to any person other than the Insured and/or employees authorised by the Insured
6. money contained in vending, gaming and amusement machines
7. loss from an unattended vehicle
8. loss 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





9. mysterious disappearance or unexplained loss; shortage due to clerical or accounting error or omission
10. loss from any room left unattended or unlocked during Business Hours unless contained in a locked safe, drawer, cupboard or desk of which they have been removed from such room.

## 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 Person's:

1. Death; or
2. Permanent Disablement; or
3. Total and Permanent Loss of one or more limbs; or
4. 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/partners 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 Personal Accident

1. **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.
2. **Hijack**  
Accidental bodily injury sustained as a direct result of unlawful seizure or wrongful exercise or control of an aircraft, vessel or public conveyance will be covered under the terms of this Policy.
3. **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.
4. **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.

**5. 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 Personal Accident**

This Policy does not cover:

1. 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
2. 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
3. Motorcycling (as driver or passenger) and motor rallies
4. 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
5. Insured Persons under the age of sixteen or over the age of seventy

**6. Public Liability**

**Cover**

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

1. accidental bodily injury to or illness of any person
2. 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:

1. all costs and expenses recoverable from you by any claimant
2. 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 Public Liability**

1. Car Park Facilities  
This Policy is extended to cover the legal liability of the Insured in respect of loss or damage to vehicles under the control of the Insured or the Insured's Parking Attendants whilst in the Car Park of the Insured.
2. Cross Liability (only applicable when Landlord's name is mentioned in the policy)  
For the purpose of this Policy each of the parties comprising the Insured shall be considered as a separate and distinct unit and the words "The Insured" shall be considered as applying to each party in same manner as if a separate policy had been issued to each of the said parties and the Company hereby



agrees to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any occurrence in respect of which a claim is made hereunder.

Provided nevertheless that nothing in this clause shall be deemed to increase the Limits of Liability in respect of any one occurrence or series of occurrences as stated in the Schedule.

**3. 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.

**4. Demonstration, Display & Exhibition**

Notwithstanding anything contained herein to the contrary, it is hereby agreed that this policy covers loss or damage to the items specified on the schedule on display by fire, burglary, housebreaking, theft or any accident or misfortune.

**5. First Aid Facilities**

This Policy extends to cover legal liability of the Insured arising out of provision by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.

**6. 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.

**7. Guests' Effects**

This Policy is extended to cover legal liability of the Insured in respect of loss or damage to the Insured's Guests Personal Effects held in the Insured's care, custody and control occurring at the Insured's Premises subject to a limit of S\$250.

**8. Indemnity to Directors and Executives**

We extend to cover any claim made upon any of your Director and/or Executive, provided that the claim is such that it made upon you would be covered under this Policy and we will indemnify the said Director and/or Executive of yours in respect of such claim.

Provided that:

- a)** such Director and/or Executive is not entitled to indemnity under any other policy or policies
- b)** the extension by this Benefit shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.



- c) such Director and/or Executive shall as though he were the insured observe, fulfil and be subject to the terms, exclusions, limits and conditions of this Policy so far as they can apply

**9. 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.

**10. 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.

**11. 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 (Non-manual duties) 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 Liability specified in the Policy Schedule.

This extension excludes work involving technical or manual duties.

**12. Plant & Machinery**

We extend to cover your legal liability for claims in respect of bodily injury or property damage caused by or in connection with any plant and machinery in your legal control or used in work undertaken by you or on behalf. However, should such plant and machinery be specifically insured under any other policy for third party liability insurance, we would not pay you nor be called upon to contribute for any liability attributed to the use of such plant and machinery.

**13. Private Work for Directors and Executives**

This Policy provides an indemnity to the Insured and any Director or Executive of the Insured in respect of the employment on private duties of any employee of the Insured by such Director or Executive.

Provided that:



- a) such Director and/or Executive is not entitled to indemnity under any other Policy
- b) this extension shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive
- c) such Director and/or Executive shall as though he were the Insured observe fulfil and be subject to the terms exceptions limits and conditions of this Policy so far as they apply

#### 14. Recreation Facilities

It is hereby declared and agreed that this Policy is extended to indemnify the Insured in respect of the Insured's legal liability for bodily injury and property damage as within defined in this Policy caused by or arising out of and in connection with any social, recreational or welfare activities organised, supervised and managed by the Insured for its invited participants including employees, their families and friends anywhere in Singapore.

#### 15. 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.

#### CONDITION to Public Liability 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 Public Liability

This Section does not cover:

1. liability assumed by you by agreement and which would not have attached in the absence of such agreement
2.
  - a) 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
  - b) any sums payable by you under legislation relating to occupational injury or illness
3. loss of or damage to property:
  - a) belonging to you
  - b) in your charge or under your control or that of any of your servants or agents
  - c) 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
4. loss or damage to property caused by or in connection with or arising from the bursting of any pressure part of:
  - a) any steam boiler or any economiser
  - b) any vessel, apparatus or machine intended to operate under steam pressure



- c) loss or damage to any property of land or building caused by vibration or by the removal or the weakening of support
  - d) injury to or illness of any person or loss or damage to property occasioned by or resulting from any such loss or damage aforesaid
5. injury illness loss or damage cause by or in connection with or arising from:
- a) 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
  - b) any lift, elevator, escalator, hoist or crane owned or used by you for the maintenance of which you are responsible
  - c) defective sanitary installations, pollutions 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
  - d) accidents to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
6. injury, disease, loss or damage caused by poison of any kind or through goods of any description sold, supplied or manufactured by you
7. liability in connection with or arising from lack of care or skill in the giving of professional or other advice or treatment
8. 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
9. liability directly or indirectly occasioned by or through or in consequence of faulty workmanship
10. liability for bodily injury or property damage caused by the ownership, maintenance or use by you or on your behalf of any aircraft, spacecraft or satellite, aerial device, aircraft landing areas (other than private landing strips, watercraft or hovercraft; the refuelling of any aircraft or aerial device
11. 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
12. any fines penalties punitive or exemplary damage

## 7. 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 dispatch 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 Goods-in-Transit

1. All vehicles conveying the property shall be maintained in an efficient and roadworthy condition
2. 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
3. Whenever any vehicle containing the insured equipment and stock-in-trade are left unattended
  - a) all doors and the boot shall be locked, and windows and other openings shall be securely closed and
  - b) any protective appliances shall be put into effect
4. All locking devices and any protective appliances shall be properly and adequately maintained
4. 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
5. loss or damage arising whilst the vehicle(s) is(are) left unattended overnight
6. 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
7. mysterious disappearance, unexplained loss or shortage due to clerical or accounting error
8. 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

### EXCEPTIONS to Goods-in-Transit

We do not provide cover for:

1. the first S\$250 of each and every loss other than claim(s) arising from fire lightning or explosion
2. loss of use of the insured equipment and stock-in-trade or consequential loss or damage of any kind or description whatsoever
3. loss or damage 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
9. 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
10. loss or damage arising from mechanical or electrical breakdown or derangement not arising from external impact



## Fire & Extraneous Perils

**This Cover is operative only if shown as such in the Policy Schedule.**

### Cover

In the event of loss of or damage to the insured property by an insured peril (as listed below) we will indemnify you the value of the insured property at the time of the lost or damaged, or at our option reinstate or replace such insured property or any part thereof, up to the sum insured stated in the Policy Schedule.

### Insured Perils

1. **Fire** but excluding loss or damage by
  - a) its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process
  - b) subterranean fire
  - c) burning of property by order of any public authority
2. **Lightning**
3. **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:
  - a) loss or damage caused by subsidence or landslip
  - b) loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm
  - c) loss or damage to fences, gates and goods stored in the open or goods in transit
  - d) the first S\$1,000 of each and every loss
4. **Smoke Damage** shall mean loss of or damage to the insured property (by Fire of otherwise) directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe and while in or on the described Situation of Risk but not smoke from fireplaces or industrial apparatus.

Provided all the conditions of this section shall apply and for this purpose, any such destruction or damage shall be deemed to be destruction or damage by fire.
5. **Riots and strikes** whereto the Insured Property is caused by 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:
  - a) loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever
  - b) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
  - c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority
  - d) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation of such building





- e) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance

- f) loss or damage by fire and explosion or arising out of burglary, housebreaking, theft or larceny

6. **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 loss shall be borne by you.

7. **Aircraft and other aerial devices or articles** dropped therefrom but excluding loss or damage caused by any aircraft for which you have given the permission to land.

8. **Explosions caused by Fire or otherwise directly caused by 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.

9. **Earthquake, volcanic eruption, hurricane, cyclone, typhoon and windstorm and Flood** (including overflow of the sea) arising therefrom, subject to the following special condition.

With regards to loss or damage (other than by Fire) to any insured buildings caused by any peril to which this clause applies, our liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds S\$400.

This clause shall apply separately to:

- a) each building, for which all insured buildings at the same address will be regarded as one building

- b) each incident giving rise to loss or damage and an incident shall not be considered to have terminated until there has been seven (7) consecutive days' freedom from the peril and thereafter if the incident recurs then it shall be considered a fresh incident and the Clause shall apply afresh

#### Special Conditions

- a) We shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not [other than loss or damage caused by flood (including overflow of the sea) when such peril is insured against by this Section] unless the building insured or containing the insured property shall first sustain actual damage to the roof or walls by the direct force of earthquake, volcanic eruption, hurricane, cyclone, typhoon and windstorm.

We shall then be liable only for damage to the interior of the building or the insured property that is caused by water or rain entering the building through openings in the roof or walls made by the direct force of the perils.

We shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such peril is insured against by this Section and is caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon and windstorm.

- b) We do not cover:
  - 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 any ordinance or law regulating the construction or repair of Building

v) loss or damage caused by explosion except as provided for under this Section

c) We shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

d) Unless specifically and separately insured, we do not cover:

i) Fences, gates, metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description, goods stores in the open or goods in transit

ii) Premises in the course of construction, reconstruction or repair unless all outside doors, windows and other openings are completed and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured under this Section

#### 10. Bursting, leaking or overflowing of water tanks, apparatus or pipes from within the

insured premises or containing the property insured but excluding:

a) damage hereto

b) loss or damage whilst the premises is untenanted/unoccupied

c) loss or damage by water discharged or leaking from any automatic sprinkler installation

d) the first S\$200 of each and every loss

11. Water discharged or leaking from any automatic sprinkler installation in the insured premises or containing the property insured but excluding:

a) damage hereto

b) loss or damage whilst the premises is untenanted/unoccupied or freezing due to your negligence

c) heat caused by fire

d) repairs or alterations to the buildings or premises

e) sprinkler installation being repaired, removed or extended

f) defects in construction or condition of which you are aware or ought to be aware

g) explosion, the blowing-up of buildings or blasting

h) the first S\$200 of each and every loss

#### CONDITIONS to Fire & Extraneous Perils

1. 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.

**2. Avoidance of certain terms and right of recovery**

Nothing in this Section or any endorsement hereon shall affect:

- a)** the right of any person entitled to payment or
- b)** the right of any person to recover compensation under the legislation

But you shall repay Us all sums paid by Us which We would not have been liable to pay but for the legislation.

**EXTENSIONS to Fire & Extraneous Perils**

**1. All Other Contents**

The insured property includes:

- a)** any one items of equipment or machinery not exceeding S\$20,000 (unless specially mentioned in the Policy Schedule)
- b)** personal effects belonging to any one director, partner or employee S\$250 per event and S\$1,000 in the aggregate

**2. Alterations and Repairs**

Workmen are allowed in the premises stated in the Policy 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.

**3. Appraisal Clause**

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 appraisal of the undamaged property is required.

**4. Architect's 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.

**5. Automatic Reinstatement**

In the event of any loss, 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.

**6. Average Relief**

If at the time of reinstatement, the sum representing 85% of the total reinstatement cost which would have been incurred, if the whole of the Insured Property had been destroyed, exceeds the sum insured thereon at the time of loss, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of this Section shall separately be subject to this condition.

**7. 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\$3,000 in total.

**8. Brand & Label**

If branded or labelled merchandise is covered by this Policy and is damaged and the Company elect to take all or any part of such merchandise at the agreed or appraised value the insured may at his own expense stamp "salvage" on the merchandise or its containers or may remove the brands or labels if such stamp or removal will not



physically damage the merchandise but shall relabel the merchandise or containers in compliance with the requirements of Law.

**9. 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.

**10. Cost of Demolitions 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.

**11. 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.

**12. Customer's Goods**

Subject to the terms as regards to Customer's Goods, we shall indemnify you against your legal liability for damage to such property by fire and extraneous perils, provided our liability to the value of the goods and excludes

payment for any liability for consequential losses.

**13. Electrical Installations**

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.

**14. Fire Extinguishing Cost/Fire Brigade Charges**

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.

**15. Heating & Power**

We extend to cover the use of electric, gas and other lighting, heating and power usual to trade and occupation allowed as provided by Law, By-Law or Municipal Regulations.

**16. 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:

- a)** The amount payable shall not include:
  - i)** 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



- ii) 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
- iii) 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

**b)** 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

**c)** 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

#### **17. Reinstatement Value Clause (Excluding Stocks)**

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

- a)** 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
- b)** 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

**c)** 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

**d)** we shall not be bound to reinstate or replace exactly but only as circumstances permit and in reasonably sufficient manner

**e)** if you are unwilling or unable to reinstate or replace the damaged property, then the damage shall be settled at Indemnity Value

**f)** 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

#### **18. Removal of Debris**

We extend to cover the cost and expense incurred to support, dismantle, demolish or remove debris of insured property, damaged by an insured peril and to provide associated site hoarding or barriers for public safety purpose. Our maximum liability shall be:

- a)** if such cost and expense are insured as a separate item, the amount specified
- b)** in the absence of a specific amount under a separate item then such costs and expenses are not to exceed 10% of



the costs and expense otherwise necessary to reinstate the damaged insured property

**19. Rent** (only applicable if insured under the Schedule)

The insured item Rent either Payable/ Receivable is applicable only to the part of the Location render wholly unfit for occupation as a direct result of property damage. Provided our maximum liability shall be the lower of the sum insured specified on the Schedule under item "Rent" or the proportion thereof as measured by the period of uninhabitable condition in relation to your indemnity period for Rent.

**20. Services**

The insurance on the building and/or machinery item(s) extends to include telephone, gas, water and electrical instruments, meters, piping, cabling and the like and accessories thereof including similar property in adjoining yards or roadways or underground (and pertaining to the property insured hereby) all the property of the Insured or of suppliers or others for which the Insured are responsible.

**21. Landslip and Subsidence Endorsement (Resulting from Flood)**

It is hereby declared and agreed that notwithstanding anything contained to the contrary in the within written Policy the insurance under this Policy shall extend to cover:

Loss of or damage to the property insured directly caused by subsidence of the site or Landslip occasioned by Flood, occurring within the period stated in the Schedule but excluding:

- a) loss of or damage to paths drives fences gates boundary and retaining walls caused by subsidence and/or landslip

- b) unless otherwise specifically insured, the cost of removal of subsidence and/or landslip debris or the making good of the site following subsidence and/or landslip except in so far as it is necessary to repair the property insured
- c) loss or damage directly occasioned by or through defective design or workmanship or the use of defective materials
- d) consequential loss or damage of any kind or description
- e) the first S\$25,000 each & every loss as ascertained after the application of any condition of average and occurring within each & every separate period of 72 consecutive hours during the currency of this Policy

**Special Conditions**

- a) The Insured shall maintain the insured property in sound repair and shall take all responsible steps to prevent damage from the perils covered hereby
- b) The Insured shall notify the Company immediately:
  - i) any excavations are commenced beneath, around or in the vicinity of the Insured property. In such event the Company shall have the right to vary or cancel the cover provided under this Policy
  - ii) of the operation of an insured peril affecting any part of the site (whether or not the insured property is involved) or its nearby surroundings

**22. Temporary Protection and Safety Costs (only applicable for Building)**



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.

**23. Temporary Removal**

Loss of or damage to Insured Property up to an aggregate limit of S\$5,000 whilst such Insured Property 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 Insured Property are inside a building.

**24. 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.

**25. Vehicle Load**

If insured property is being left loaded in securely locked vehicles or freight containers overnight while in the premises as stated in the Schedule, we will pay you for loss of or damage to such property up to a limit of 10% sum insured or S\$10,000 whichever is lesser.

**EXCEPTIONS to Fire & Extraneous Perils**

We do not cover against any loss or damage:

1. caused by its own spontaneous combustion, fermentation, natural heating, or by undergoing any heating or drying process
2. by explosives
3. bullion or unset precious stones
4. any curios or work of art, manuscripts plans drawings or designs patterns models or moulds

5. securities obligations or documents of any kind stamps coin or paper money cheques books of account or other business books and computer systems records
6. 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
7. whilst the premises are left without an inhabitant actually in them if the premises have been left for a continuous period exceeding 30 consecutive days and nights unless written consent has been obtained from the Company
8. Loss or damage caused by nuclear weapons materials; ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

**Theft & Hold Up**

**This Cover is operative only if shown as such in the Policy Schedule.**

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:

1. loss of or damage to the Contents by theft consequent upon forcible and violent entry into or exit from your premises containing your Contents, or
2. damage to your premises consequent upon actual forcible and violent entry into the premises (or attempt thereat) with intent to commit theft



## **EXTENSIONS to Theft & Hold Up**

### **Automatic Reinstatement**

In the event of any loss, 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.

### **Armed Robbery or Hold Up**

Notwithstanding anything contained in the Policy to the contrary herein, it is hereby declared and agreed that this Policy does not exclude loss or damage to the property insured caused by armed robbery or hold-up.

### **First Loss Basis**

The insurance 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 in the event of a loss.

## **EXCEPTIONS to Theft & Hold Up**

We shall not be liable for:

1. 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
2. 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
3. loss or damage occasioned by fire or explosion

4. loss or damage to glass or any decoration or lettering or alarm tapes thereon
5. loss or damage whilst the insured premises/Situation of Risk is lent, let or sublet by you
6. 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
7. consequential loss damage or liability of any kind or description not specifically mentioned

## **Fidelity Guarantee**

**This Cover is operative only if shown as such in the Policy Schedule.**

### **Cover**

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

### **Limit of Liability**

Our liability shall not exceed

1. In respect of any employee the Limit of Liability stated in the Schedule
2. 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 Fidelity Guarantee**

1. 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.

2. 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.
3. 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.
4. 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.
5. 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 Fidelity Guarantee**

We shall not be liable:

1. For any act of fraud or dishonesty committed by any employee unless such act or dishonesty is discovered
  - a) During the Period of Insurance or
  - b) Within the three months period immediately after expiry or termination of the policy or
  - c) Within three months after the termination of the employee's employment from whatever cause

Whichever event shall first happen.

2. If the nature of your Business be changed
3. If the occupation or duties of the employee be changed or the remuneration of the employee reduced
4. If the precautions and checks for securing accuracy of accounts are not duly observed
5. For more than one claim in respect of any act or acts of fraud or dishonesty by any one employee
  - a) after the inclusion of that employee in the Schedule
  - b) 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
6. 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

7. 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
8. For any losses caused by a person who is known to have committed dishonest and fraudulent acts
9. For any losses resulting from bodily injury
10. For any indirect losses, e.g., loss of interest, losses due to business interruption
11. For any losses resulting from negligence, unauthorised trading, espionage, blackmailing, extortion, libel and similar risks

### **Deterioration of Stock**

**This Cover is operative only if shown as such in the Policy Schedule.**

#### **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/stock-in-trade in refrigeration units whilst contained in the Situation as specified in the Schedule due to:

1. The accidental damage to refrigerating equipment
2. Failure of public electricity supply for a period exceeding six consecutive hours

3. 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.

#### **EXTENSIONS to Deterioration of Stock**

##### **Automatic Reinstatement**

In the event of any loss, 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 Deterioration of Stock**

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

1. Deliberate act of any power supply authority
2. The withholding or restricting of power by such authority
3. Deliberate act or neglect of the Insured or member of your household or business staff or any of your servant
4. Refrigerating units which are greater than 6 years old
5. Consequential loss of any kind
6. The imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments
7. Loss or damage arising from faulty packing or storage inherent defects contamination or disease
8. 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

## Work Injury Compensation

**This Cover is operative only if shown as such in the Policy Schedule.**

### Introduction

1. This policy (hereinafter called the "Policy") is issued as an approved employee insurance policy under the Work Injury Compensation Act 2019.
2. Interpretation
  - (1) References to "Act" in this Policy mean the Work Injury Compensation Act 2019, as may be amended from time to time
  - (2) References to "the Legislation" in this Policy mean the Work Injury Compensation Act 2019 and any regulations made thereunder, as may be amended from time to time
  - (3) Words used in the Policy have the meanings given by the Legislation
  - (4) References to "Terms of this Policy" mean any terms, exceptions, conditions and warranties, and any memorandum if applicable, contained in or endorsed on this Policy, which are consistent with the compulsory terms prescribed under the Act
  - (5) The Insured refers to each insured specified in the Schedule, including the Policyholder, that is participating in the insurance plan under this Policy
  - (6) The Policyholder refers to the party executing the contract for itself and on behalf of all other Insured specified in the Schedule
  - (7) The Insured's risk profile is the risk of accident or disease to any employee in the Insured's employment, taking account of the Insured's workforce, payroll numbers and other material information required to be stated in the Schedule
  - (8) References to "Relevant Injury" in this Policy mean death or personal injury
    - (a) sustained by an employee that is caused by an accident that
      - (i) arises out of or in the course of the employee's employment with the Insured and
      - (ii) occurs during the Period of Insurance; or
    - (b) that results from a disease contracted in the circumstances mentioned in section 10(1) of the Act in respect of the employee's employment with the Insured during the Period of Insurance
  - (9) References to "the employee's employment with the Insured" in this Policy include work done by the employee for another person while the employee's services are temporarily lent or let on hire by the Insured to that other person (as mentioned in section 3(2) of the Act)
  - (10) References to "earnings" have the meaning given by the Act
  - (11) References to "Estimated Annual Earnings" in this Policy mean an amount, not less than the Past Annual Earnings of the Insured, declared by the Insured to be an estimate of the total earnings to be paid by the Insured (as well as by other



employers and known to the Insured)  
during the 12 months starting on the  
Commencement Date of the Policy

(12) References to "Past Annual Earnings" in this Policy mean the total of the monthly earnings paid by the Insured (as well as by other employers and known to the Insured) during the 12 months immediately before the Commencement Date of the Policy

(13) A word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear

3. WHEREAS the Insured is carrying on the Business described in the Schedule, and has (a) submitted a Proposal to the Company for the insurance under this Policy and (b) paid or agreed to pay the premium stated in the Schedule as consideration for such insurance, this Policy incorporates the Schedule and the Proposal, which shall be read together as one contract

4. NOW if any employee described in the Schedule in the Insured's employment has a Relevant Injury the Company will, subject to the Terms of this Policy, indemnify the Insured against all sums that the Insured shall be liable to pay under the Legislation in respect of that employee and will in addition pay all costs and expenses incurred by the Insured in relation to the Insured's liability under the Legislation in respect of that employee with the written consent of the Company (such consent not to be unreasonably withheld)

5. In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in accordance with the Terms of this Policy in respect of liability

incurred by the Insured provided that such personal representatives shall observe, comply with, fulfil and be subject to the Terms of this Policy as though they were the Insured in so far as the Terms of the Policy can apply

6. PROVIDED ALWAYS that

(a) In the event of any change in the Legislation the Company reserves the right to cancel this Policy in accordance with clause 10(10) of this Policy or allow the Policy to remain in force and charge reasonable additional premium therefor

(b) The contents of the Proposal are deemed to be representations, not warranties, but where there is fraudulent non-disclosure or misrepresentation of the Nature of the Business or Job Category or Category of Employee in the Proposal, the Company may avoid the contract and refuse all claims

#### Common Law

The Company's liability in respect of Common Law claims shall be limited to S\$10,000,000.00 for any one claim or series of claims arising out of one event.

7. Jurisdiction

(1) This Policy is governed by the laws of the Republic of Singapore

(2) The indemnity under this Policy does not apply in respect of judgements delivered by or obtained from a court or tribunal of a jurisdiction outside Singapore

8. Recovery from Insured

(1) Where the Company pays any amount under this Policy that an Insured is liable to pay under the Legislation, the Company shall have the right to recover from the Insured:



- (i) where there is a non-disclosure of any material fact which an Insured could reasonably be expected to have disclosed, or a deliberate or negligent misstatement of any material fact, the amount paid by the Company which is attributable to any Relevant Injury arising in relation to those non-disclosed or misstated facts
  - (ii) where the Insured causes a fraudulent claim to be brought, the amount paid by the Company on behalf of the Insured in respect of the fraudulent claim
  - (iii) where the Insured breaches any obligation under clause 10 of this Policy, the amount paid by the Company on behalf of the Insured which is attributable to that breach
- (2) For the avoidance of doubt
- (a) material facts under clause 8(1)(a) of this Policy include but are not limited to the Nature of the Business or Job Category or Category of Employee required to be stated in the Schedule
  - (b) clause 8(1)(a) of this Policy does not confer any right of recovery where the amount paid is in relation to the employee's activities that are incidental to the Job Category or Category of Employee stated in the Schedule or reasonably foreseeable to be carried out by an employee in the Job Category or Category of Employee stated in this Schedule

## 9. Exceptions

- (1) The Company shall not be liable in respect of:

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

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the



- public or any section of the public in fear
- (c) any action taken in controlling, preventing, suppressing or in any way relating to clause 9(1)(b)(i) or (ii) of this Policy
  - (d) subject to clause 9(2) of this Policy, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - (i) nuclear weapons material; or
    - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission
  - (e) any liability directly or indirectly caused by, arising out of or in any way connected with any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose the Company, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom, or United States of America
  - (f) any claims based upon or arising out of asbestosis and mesothelioma
- (2) Clause 9(1)(d) of this Policy does not exclude any liability caused by or contributed to by or arising from radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- 10. Conditions**
- (1) In so far as it is not prohibited by the Legislation, the Insured shall at all times observe, comply with and fulfil the Terms of this Policy
  - (2) The Policyholder warrants and shall be deemed to have the authority to enter into this Policy either as principal or where applicable as agent of all other Insured where applicable. The Policyholder also warrants and is deemed to have been authorised by all other Insured under this Policy to make such declarations or disclosures as the Company requires on their behalf
- On receipt of this Policy, the Policyholder must provide a copy of the Policy and the Schedule to all other Insured to be insured by the Company under this Policy, and all Insured that are insured by the Company under this Policy will be deemed to have consented to the Terms of this Policy
- (3) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company
  - (4) The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's employees and shall comply with all statutory obligations and requirements



- (5) In the event of the occurrence of any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy, the Insured shall give notice of the occurrence to the Company with full particulars within the time required by the Legislation
- (6) Every letter, claim, writ, summons and process relating to any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy shall be notified or forwarded to the Company as soon as possible after receipt. Notice shall also be given to the Company as soon as possible after the Insured knows of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease
- (7) No admission, offer, promise, or payment shall be made by or on behalf of the Insured without the written consent of the Company
- (8) The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured must give such information and assistance as the Company may require. This does not affect any right of the Insured to participate in the resolution of disputes by the Commissioner in accordance with the Legislation
- (9) The Insured must notify the Company immediately if the Nature of the Business

or Job Category or Category of Employee as described in the Schedule has changed in such a way as to increase the risk of accident or disease to any employee in the Insured's employment and at the latest within 14 days from the date of the change. The Insured must, in addition, specify in the notice the changes in the Nature of the Business or Job Category or Category of Employee and the date of the change

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

- (10) The Company may cancel this Policy by giving 30 days' notice by registered letter to the Insured at his last known address; and provided no claim has arisen during the period during which the Policy had been in force the Company will return to the Insured the premium paid less the actual premium payable for the period during which the Policy had been in force subject to a minimum premium payment of S\$50 by the Insured

The Insured may cancel this Policy by giving 30 days' written notice to the Company and provided no claim has arisen during which the Policy had been in force the Insured shall be entitled to a return of premium paid less the actual premium payable for the period during which the Policy had been in force subject to any adjustment of premium



required by the Terms of this Policy and subject to a minimum premium payment of S\$25 by the Insured

- (11) Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to arbitration in accordance with Singapore arbitration laws. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator to be appointed by parties jointly, or, failing parties' agreement on the arbitrator, appointed by the Singapore International Arbitration Centre. The language of the arbitration shall be English. The making of an Award by the Tribunal as herein before specified shall be a condition precedent to any right of action against the Company

- (12) A person that is not a party to this Policy shall have no right under the Contracts (Rights of Third Party) Act 2001 to enforce any of its terms

#### 11. Data Governance

- (1) The Insured agrees and gives consent for the Company to verify the following information about the Insured with governmental or regulatory authorities, for the purposes of processing, underwriting, administering and managing the Policy with the Company:
- (a) workforce size and aggregated payroll for all, or any class of employees
  - (b) number of compensation cases and amount of work injury compensation paid or payable for all, or any class of employees

- (2) The Insured also consents to the collection, use, disclosure and dissemination of all information (including but not limited to information provided by the Insured related to the Policy to the Insured's insurance intermediaries and the Company's authorised agents and service providers) for purposes relating to or incidental to the Insured's claims under the Policy or in accordance with the Legislation

#### 12. Premium Adjustment and Declaration of Earnings

- (1) The premium payable by the Insured shall be based on the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance
- (2) If the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance differs from the total amount on which the premium was calculated at the commencement of this Policy, the difference in the premium shall be met by an additional payment or by a refund as the case may be, subject to a minimum premium payment of S\$50 by the Insured
- (3) For the purpose of the premium adjustment, the Insured shall keep and maintain a proper record of the name and full personal particulars of every employee in his employment together with the amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance and the Insured shall at all times allow the Company to inspect such records





- (4) The Insured shall without demand and within a month after the expiry date or termination of this Policy, furnish the Company an account of all earnings paid by the Insured (as well as by other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance

### 13. Underinsurance and Average Condition

- (1) If the Estimated Annual Earnings declared by the Insured are less than the Past Annual Earnings, the Insured may not be indemnified for the full extent of the Insured's liability, as the Insured will be deemed to be his own insurer to the extent of the shortfall in the Estimated Annual Earnings declared and the Insured shall bear a rateable proportion of the liability accordingly
- (2) In the event the Company is required to make any payment to the claimant by virtue of its obligations under the Legislation, the Company shall pay the claimant the compensation in full but reserves the right to recover from the Insured the rateable proportion of the liability mentioned in clause 13(1)

### 14. Premium Payment Warranty

- (1) Despite anything in this Policy but subject to clause 14(2) of this Policy, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the Commencement Date of the Policy, Renewal Certificate or Cover Note
- (2) In the event that any premium due is not paid and actually received in full by the

Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:

- (a) The cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period
  - (b) The automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (c) The Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25
- (3) If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance

### 15. Policy Owners' Protection Scheme

This Policy is protected under the Policy Owners' Protection Scheme, which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for this Policy under the Policy Owners' Protection Scheme is automatic and requires no further action from the Insured. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact the Company or visit SDIC website (<https://www.sdic.org.sg>).

### No Avoidance of Compulsory Terms

Nothing in this Policy (including the Schedule and the Proposal) or any memorandum or endorsement affects the compulsory terms under section 26 of the Act.





For claims reporting, please call Liberty's hotline 1800-LIBERTY (5423 789).

### **EXTENSIONS to Work Injury Compensation To & From Work**

We extend to include accidents in the following circumstances happening to an employee on any working day in pursuance of or arising out of and/or in the course of his employment by the Insured:

1. is travelling between his/her place of employment and place of residence within Singapore for the purpose of his/her employment
2. is released during meal breaks by the Insured within Singapore

Provided always that

1. any injuries giving rise to claim under this Policy is not incurred during or after any substantial interruption or deviation from the journey made for a reason or purpose unconnected with his employment
2. the benefit payable to any one employee under this extension is restricted as follows:
  - a) S\$10,000 for death
  - b) Up to S\$10,000 for permanent incapacity (as defined under the Work Injury Compensation Act) and
  - c) S\$100,000 in the aggregate for all employees during any one period of insurance
3. there is no compensation for medical expenses or temporary incapacity (medical leave wages) under this extension

Provided always that any injuries giving rise to claim under this Policy is not incurred

1. in connection with the use by the employee of a motorised two-wheeled vehicle whether

driven by petrol engine or otherwise and whether as rider or as pillion

### **Social & Sports Activities**

Notwithstanding anything contained herein to the contrary, this Policy is extended to cover the Insured's legal liability arising out of Common Law claims for injuries sustained by any employee whilst engaged in any social recreational and/or sports activities formally organized managed and supervised by the Insured anywhere in Singapore for the benefit of employees. (Note: "the Insured" already includes any sports or recreation club of the insured, and specifying any "club" may be deemed to include outside clubs the Insured outsources the activities to)

Provided that

- a) such activities shall not include hunting, motorcycling, mountaineering/rock climbing necessitating the use of pitons or ropes, racing of any kind other than on foot, ice or winter sports, water ski-jumping and tricks, windsurfing, underwater activities involving the use of underwater apparatus, martial arts, parachuting, parasailing, bungee jumping and any flying of whatsoever form.
- b) the employee does not voluntarily subject himself to any abnormal risk of injury during any such social recreational and/or sports activities

The Company's liability against Common Law claims shall be limited to S\$1,000,000.00 for any one claim or series of claims arising out of one event.



## General Exclusions

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

**1. Sonic Boom**

Loss or damage directly occasioned by pressure waves caused by aircraft and aerial devices travelling at sonic or supersonic speeds.

**2. 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:

**a)** 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

**b)** 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 (a) and/or (b) 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.

**3. 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:

**a)** Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption



or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered

- b)** Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage

#### **4. Nuclear Energy Exclusion Clause**

This policy shall exclude nuclear energy risks. For all purposes of this Policy nuclear energy risks shall mean:

- a)** All Property on the site of a nuclear power station.  
Nuclear Reactors, reactor buildings, plant and equipment therein on any site other than a nuclear power station
- b)** All Property on any site (including but not limited to the site referred to in (a) above used or having been used for
  - i)** the generation of nuclear energy or
  - ii)** the Production, Use or Storage of Nuclear Material
- c)** 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
- d)** The supply of goods and services to any of the sites, described in (a) to (c) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material

Except as undernoted, Nuclear Energy Risks shall not include:

- a)** Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (a) to (c) above (including contractors' plant and equipment)
- b)** Any Machinery breakdown or other Engineering Insurance not coming within the scope of (a) 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:

- a)** The provision of any insurance whatsoever in respect of:
  - i)** Nuclear Material
  - ii)** Any Property in the High Radioactive 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
- b)** The provision of any insurance for the undernoted perils:
  - i)** Fire, lightning, explosion
  - ii)** Earthquake
  - iii)** Aircraft and other aerial devices or articles dropped therefrom
  - iv)** Irradiation and radioactive contamination



- v) Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association

In respect of any other property not specified in (a) 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:

- a) 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

- b) 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:

- a) Any Nuclear Reactor
- b) 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
- c) 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 Radioactive Zone or Area" means:

- a) 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
- b) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield

### 5. 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.

### 6. 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:

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

**7. Seepage and Pollution Exclusion**

This Policy does not cover any liability in respect of:

- a) 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
- b) 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

- c) 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:

**1. 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 rateable proportion of the premium for the remainder of the Policy.

**2. Alteration**

We shall not be liable if:

- a) 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
- b) the building insured or containing the property insured becomes unoccupied and so remains for a period of more than 30 consecutive days
- c) 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



- d) the interest in the property insured passes from the Insured otherwise than by will or operation of law
- e) the business be wound up or carried by a Liquidator or Receiver or permanently discontinued

### 3. 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.

### 4. 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 Fire, All Risk, Workmen Injury Compensation and Fidelity Guarantee sections, you shall be considered to be responsible for the difference and shall bear a rateable proportion of such loss which the said difference bears to the total value of the property insured, number of employees or annual wages as the case may be.

### 5. Basis of Settlement

The sum insured for Insured Property 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<sup>1</sup> are being destroyed, damaged or lost, the amount payable under the Policy shall be cost of replacing or reinstating the said Contents<sup>1</sup> of the same kind or type but not superior to or more extensive than the insured Contents<sup>1</sup> 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.

<sup>1</sup> Not applicable to stock in trade for which the basis of indemnity shall be the market value

### 6. Cancellation

The Company may cancel this Policy by giving fourteen (14) days' written notice by registered letter to the insured at the insured's



last known address and in such event the company will return to the insured the premium paid less the actual premium payable for the period during which the Policy has been in force.

This Policy may be cancelled at any time by the Insured giving seven (7) days written notice to the Company that the insured requests cancellation of the Policy, and, if so cancelled, provided no claim has arisen during the period which this Policy has been in force, the Insured shall be entitled to a return premium based on the following Short Term Rate Table.

#### Short Period Rate Table

Subject to Min S\$54.50 including prevailing GST to be retained by the Company

Time on Risk	Short Period Premium Charged
<1 month	20% of Annual Premium
< 3 months	40% of Annual Premium
< 6 months	70% of Annual Premium
< 9 months	85% of Annual Premium
Exceeding 9 months	Full Annual Premium

#### 7. Claims Notification

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

- a) notify us immediately and provide full details in writing as soon as possible
- b) 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

- c) declare to us particulars of all other insurances, if any
- d) 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 Personal Accident only)
- e) send to us without delay any letter of claim, writ, summons or other legal document served on you

#### 8. 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.

#### 9. Contribution

We will settle the loss on a proportionate basis if you have other insurance covering the same basis.

#### 10. Duty of Care

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

- a) selection and supervision of employees
- b) the securing of all doors and windows and other means of entry
- c) compliance with all statutory obligations
- d) maintenance of the buildings in a good and substantial state of repair
- e) keeping proper record of all money, business books and accounts





- f) ensure all electrical appliances are kept in good working conditions at all times

#### 11. Duty of Disclosure

Before entering into this contract, you have a duty to disclose to us every matter known to you, or which you could reasonably be expected to know, that is relevant to our decision to accept the risk and issue this Policy and if so, on what terms.

You have the same duty to disclose those matters to us before each renewal, extension, endorsement or reinstatement of this Policy.

If you fail to comply with the Duty of Disclosure, we may be entitled to refuse a claim under this Policy or cancel this Policy if the non-disclosure is fraudulent, we may cancel this Policy from Inception.

#### 12. 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.

#### 13. 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:

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

#### 14. 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.

#### 15. Rights and Responsibilities

- a) 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
- b) 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
- c) 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
- d) We shall be entitled to pay to you the limit of indemnity for any one accident Public Liability Section (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





- e) 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
- f) 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
- g) 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
- h) 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.

#### 16. Subrogation

No admission offer promise or payment shall be made by or on your behalf without our written consent. We shall be entitled to take over and conduct in your name the defence or settlement of any claim or to prosecute in your name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and you shall provide such information and assistance as we may require.

#### 17. Voidance of Policy

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

#### 18. Goods and Services Tax

All excesses mentioned in the Schedule and the clauses and endorsements attached to it are subject to the prevailing GST if applicable.

