

# Tenet Insurance Company Ltd

(A member of Sompo Japan Group)

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## HOME BLISS INSURANCE POLICY

### IMPORTANT NOTICE

1. STATEMENT Pursuant to Section 25(5) of the Insurance Act - We would remind you that you must disclose to us fully and faithfully the facts you know or ought to know otherwise you may not receive any benefits from your Policy.
2. Please note that this insurance is subject to the premium being paid and received in full by the Company (a) before the inception date where the Policy is issued to an Individual; or (b) within the period specified in the Premium Payment Warranty applied to the Policy in all other instances, failing which there will be no liability under this cover.

**WHEREAS** the Insured has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

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

### DEFINITIONS

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

#### ACCIDENT / ACCIDENTAL

An identifiable event which is sudden, unforeseen or unexpected.

#### BODILY INJURY

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

#### BUILDING

The building structure, renovations, internal improvements, additions, fixtures and fittings (including those belonging to the landlord) of the Insured Dwelling at the Situation of Risks as described in the SCHEDULE including garages, outbuildings, hard courts and in-ground pools, drive paths, patios, terrace, landscaping and the walls, gates and fences around pertaining thereto and which is built of brick, stone or concrete and roofed with concrete slates tiles and/or other incombustible materials excluding foundations and drains.

**CHILD / CHILDREN** means dependent unmarried and unemployed natural children, legal step-children and legally adopted children who are aged six (6) months old and below the age of twenty-one (21) years old. For those in full-time tertiary institutions, the age limit will be extended to twenty-five (25) years old.

#### HOUSEHOLD CONTENTS

Any moveable household item and Personal Effects belonging to the Insured and/or members of his family including those belonging to the landlord for which the insured is responsible but excluding:

- (a) property more specifically insured under another policy.
- (b) motor vehicles and accessories, pedal cycles and watercraft
- (c) money, deeds, bonds, bills of exchange, promissory notes, cheques, traveller's cheques, securities for money, stamps, certificates or documents of any kind, manuscripts, medals, contact lenses, hearing aids and livestock unless specially mentioned herein.
- (d) any part of the structure or ceilings of the Building(s), wallpapers and the like or external television and radio antennae, aerials, aerial fittings, masts and towers.
- (e) any property the value of which is included in the Total Sum Insured on Renovation, Fixtures and Fittings or Building(s).
- (f) landlord's fixtures and fittings.
- (g) property owned or held in trust in connection with any business profession or trade.
- (h) livestock and pets

#### INSURED DWELLING

A HDB flat, private flat or private dwelling house and its fenced-up compound around the house as defined in Building above, located at the Situation of Risks as described in the SCHEDULE.

#### INSURED PERILS

Refers to the following:

1. FIRE, LIGHTNING, THUNDERBOLT OR SUBTERRANEAN FIRE.
2. EXPLOSION excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion and any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by violence.
3. AIRCRAFT OR OTHER AERIAL DEVICES or any article dropped therefrom.
4. BURSTING OR OVERFLOWING OF A DOMESTIC WATER TANK, APPARATUS OR PIPE or water or oil escaping from a fixed heating or cooling installation within the Insured Dwelling excluding damage thereto and loss or damage occurring whilst the Insured Dwelling is left unoccupied for more than sixty (60) consecutive days.
5. THEFT ACCOMPANIED BY ACTUAL FORCIBLE AND VIOLENT BREAKING into or out of the Insured Dwelling or any attempt thereat excluding loss or damage occurring whilst the Insured Dwelling is left unoccupied for more than sixty (60) consecutive days.
6. IMPACT WITH THE BUILDING(S) by any road vehicle not belonging to nor under the control of the Insured or any member of his family normally residing with him.
7. EARTHQUAKE OR VOLCANIC ERUPTION, including Flood or Overflow of the Sea occasioned thereby.
8. HURRICANE, CYCLONE, TYPHOON OR WINDSTORM, including Flood or Overflow of the Sea occasioned thereby, excluding any building in the course of construction, reconstruction or repair (unless all outside doors, windows and other openings thereto are complete and protected against such perils).
9. FALLING TELEVISION OR RADIO ANTENNAE, antennae fittings, masts, towers or solar heating panels due to breakage or collapse.
10. FALLING TREES or branches but not loss or damage caused by falling or lopping of trees by or on the Insured's behalf.
11. RIOTS, CIVIL COMMOTION OR ACTS OF STRIKES or locked-out workers or persons taking part in labour disturbances.

12. **MALICIOUS DAMAGE**, loss of or damage to property insured directly caused by the malicious acts of persons, whether or not such acts is in the course of a disturbance of public peace, excluding loss or damage occurring whilst the Insured Dwelling is left unoccupied for more than sixty (60) consecutive days.
13. **SUBSIDENCE OR LANDSLIP CAUSED BY FLOOD ONLY** but excluding the first S\$10,000.00 or 10% of claim cost whichever is greater for each and every loss.
14. **SMOKE DAMAGE** to the property Insured (by fire or otherwise) directly caused by **SMOKE** due to a sudden, unusual and faulty operation of any heating or cooking unit while in the Insured Dwelling excluding damage thereto.

#### **LOSS OF SIGHT**

Physical loss of an eye, or permanent and total loss of sight, which shall be considered as having occurred in one or both eyes if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (this means seeing at 3 metres what you should see at 60 metres) as confirmed by a fully qualified Ophthalmic Specialist.

#### **LOSS OF SPEECH OR HEARING**

Medically certified total and irrecoverable loss of the sense of speech and hearing.

#### **LOSS OF USE**

Loss in terms of physical incapacity or disability and not in terms of professional or occupation incapacity or disability of the Insured.

#### **PERSONAL EFFECTS**

Articles of personal use designed specifically to be worn or carried e.g. Clothing, Jewellery, Watches & Camera Equipment etc. Excluding money, mobile phones, pagers, portable computers/diaries and items which are used in connection with any business profession or employment, as well as items insured under a separate policy.

#### **VALUABLES**

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

#### **STANDARD HOME COVER**

Covers loss or damage caused by an Insured Peril.

#### **ENHANCED HOME COVER**

Covers loss or damage caused by an Insured Peril or Accidental means

#### **DESCRIPTION OF BENEFITS**

The following Sections will attach to and form part of the policy only when so specified on the SCHEDULE.

#### **SECTION 1 - BUILDING, RENOVATIONS, FIXTURES AND FITTINGS**

The Company will indemnify the Insured to the extent of the Insured's insurable interest, against loss or damage to the Building, Renovations, Fixtures and Fittings of the Insured Dwelling in accordance to the plan type specified in the SCHEDULE.

#### **LIMITS OF INDEMNITY FOR SECTION 1**

The Company's maximum liability in the aggregate for all claims (including Extensions) in respect of Section 1 shall not exceed the Sum Insured specified in the SCHEDULE.

#### **SECTION 2 - CONTENTS**

The Company will indemnify the Insured to the extent of the Insured's insurable interest, against loss or damage to Household Contents, Valuables and other Personal Effects belonging to the Insured and/or any member of his family normally residing with him or for which he is legally responsible, whilst contained in the Insured Dwelling in accordance to the plan type specified in the SCHEDULE. Subject to an excess of S\$100.00 each and every claim except if due to an Insured Peril.

#### **LIMITS OF INDEMNITY FOR SECTIONS 2**

The Company's maximum liability in the aggregate for all claims (including Extensions) in respect of Section 2 shall not exceed the Sum Insured specified in the SCHEDULE.

The Company's liability for loss or damage to Valuables shall not exceed

- (a) S\$2,500.00 for any one article unless specially agreed and specified in the SCHEDULE; and
- (b) one-third of the Sum Insured for Section 2 for all articles in the aggregate unless specially agreed and specified in the SCHEDULE.

#### **EXTENSIONS TO SECTION 1 & 2**

- (1) **Awnings, Blinds and Signs Clause**  
This insurance extends to cover loss or damage to awnings, blinds and signs as a result of an Insured Peril up to S\$5,000.00.
- (2) **Capital Additions Clause**  
This insurance extends to cover alterations, additions and improvements to the Insured Dwelling but excluding any appreciation in value in excess of the Sum Insured subject to an amount not exceeding 10% of the Sum Insured for Section 1.
- (3) **Cost of Replacement for Locks and Keys**  
This insurance extends to cover cost of replacement of locks and keys of all external doors of the Insured Dwelling up to S\$750.00 following a break-in.
- (4) **Cash Relief**  
We will pay a cash relief of S\$750.00 any one event if the Insured Dwelling is assessed by our appointed assessor to be uninhabitable for at least 5 days due to loss or damage caused by the Insured Perils. This benefit is payable only if the Insured is usually residing at the Insured Dwelling.
- (5) **Damage to Security System**  
This insurance extends to cover loss or damage to security system up to S\$500.00 as a result of theft or any attempt thereat.

**(6) Fire Extinguishing Expenses**

This insurance extends to cover cost of replenishment of fire fighting appliances and destruction to such appliances up to 10% of the Total Sum Insured for Section 1 and 2 or the amount of loss whichever is lower.

**(7) Home Cleaning Expenses following Infectious Disease Outbreak**

We will reimburse the Insured up to \$500 for expenses incurred to engage home cleaning services to disinfect the Insured Dwelling following an outbreak of any of the below-named Infectious Disease by the Insured and/or members of his family and domestic maid permanently residing with him at the Insured Dwelling.

INFECTIOUS DISEASE means unequivocal, final and confirmed diagnosis of any of the following infectious diseases, as defined by internationally accepted medical diagnostic criteria, by a Registered Medical Practitioner, supported by acceptable clinical, radiological, histological and laboratory evidence:

- a) Severe Acute Respiratory Syndrome (SARS)
- b) Dengue Fever / Dengue Haemorrhagic Fever
- c) Variant Creutzfeldt-Jakob Disease (vCJD) or 'Mad Cow Disease'
- d) Nipah Viral Encephalitis
- e) Japanese Viral Encephalitis
- f) Malaria
- g) Pulmonary Tuberculosis
- h) Measles
- i) Rabies
- j) Melioidosis
- k) Hand, Foot and Mouth Disease (HFMD)
- l) Avian Influenza or 'Bird Flu' due to Influenza A viral strains H5N1, H9N2 or H7N7
- m) Chikungunya Fever
- n) Influenza A viral strain H1N1

**(8) Identity Fraud Expenses (strictly NOT applicable where the Policy is issued to a corporate entity)**

1. Subject to the conditions herein below, this Policy extends to indemnify the Insured or members of the Insured's family residing with him for Identity Fraud Expenses incurred by the Insured as a result of a third party (who is not a member of the Insured's family) knowingly perpetuating an unlawful act by using their respective means of identity without their respective express authority.

2. The Company will indemnify the Insured or members of the Insured's family residing with him for Identity Fraud Expenses:

- up to 10% of the sum insured for Section 2 - Contents subject to a maximum aggregate sum of \$7,500 for any one policy period for the *Enhanced Home Cover* or
- up to 10% of the sum insured for Section 2 - Contents subject to a maximum aggregate sum of \$2,500 for any policy period for the *Standard Home Cover*

3. Identity Fraud Expenses refer only to the following expenses reasonably incurred by the Insured or members of the Insured's family residing with him with the prior written approval of the Company:-

- (A) reasonable lawyers' fees and disbursements directly related to:-
- The defence of any legal proceedings by businesses or their collection agencies.
  - Legal proceedings undertaken to challenge, remove, vary or set aside any criminal or civil judgments entered against Insured or members of the Insured's family residing with him, including any changes or variation to the information regarding their respective consumer credit report.

(B) costs of notarising or certifying affidavits and other necessary documents, including the costs of sending all necessary affidavits and documents to law enforcement agencies, financial institution, credit agencies or similar entities where reasonably incurred.

but shall exclude the following:-

- a. Any identity fraud expenses incurred whereby the unlawful act of the third party as stipulated in paragraph 1 above occurs outside the policy period.
- b. Any identity fraud expenses incurred 6 months after the expiry of the policy period in respect of an unlawful act of the third party as stipulated in paragraph 1 occurring within the policy period regardless of when the unlawful act was discovered.
- c. Any claim where the Insured or members of the insured's family residing with him have experienced a third party perpetuating an unlawful act on them as stipulated under paragraph 1 hereof before the commencement of the policy.
- d. Any claim arising from or related directly or indirectly to any business activities of the Insured or members of the Insured's family residing with him.
- e. Any claim arising from or related directly or indirectly to any fraudulent, dishonest or criminal act by Insured or members of the Insured's family residing with him or their authorized representative.

**(9) Loss of Rent and Additional Expense of Alternative Accommodation**

In the event the Insured Dwelling is rendered uninhabitable by an Insured Peril, the Company will indemnify the Insured up to \$10,000 per month or in any one Period of Insurance, an aggregate limit of 10% of the Total Sum Insured for Section 1 and 2 or \$50,000 whichever is the lower, for:

- (a) reasonable additional expense for alternative accommodation; and/or
- (b) loss of rent payable to the Insured

actually incurred by the Insured during the period necessary for the reinstatement of the Insured Dwelling.

Where a claim is made under this extension under Sections 1 or 2, the Company's maximum liability is limited to \$50,000.

**(10) Loss or Damage to Mobile Phones Pagers & Portable Computers/Diaries**

This insurance extends to cover the loss of or damage to Mobile Phones, Pagers and Portable Computers/Diaries/Personal Digital Assistants and the like caused by the Insured Perils, whilst contained in the Insured Dwelling, up to the replacement cost.

**(11) Loss or Damage to Pedal Cycles**

This insurance extends to cover loss or damage to pedal cycles belonging to the Insured and/or any member of his family normally residing with him whilst contained in the Insured Dwelling caused by an Insured Peril excluding motor-assisted pedal cycles.

**(12) Mobility Enhancement**

This insurance extends to cover the necessary cost of modifying the Building up to 10% of Section 1 or \$5,000.00 whichever is the lower, to aid mobility within the Insured Dwelling subject to written certification of the Permanent Disablement from a Registered Medical Practitioner that the Insured or family members permanently residing with the Insured and usually residing at the Insured Dwelling has suffered permanent disability arising from an accident that occurred within the period of insurance resulting in:

- a. Paraplegia or quadriplegia
- b. Total and Permanent Loss of sight in both eyes
- c. Total & Permanent Loss of hearing in both ears

**(13) Professional Fees Clause**

This insurance extends to cover Architects' Surveyors' Consultants' and Legal Fees as prescribed by the respective professional institutes but excluding any fees incurred in preparing a claim up to 10% of the Sum Insured for Section 1.

**(14) Public Authorities Clause**

This insurance extends to include such additional cost of reinstatement of the destroyed property herein insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with By-Laws of any Municipal or Local Authority up to 10% of the Sum Insured for Section 1 provided that:-

The amount recoverable under this Extension shall not include:

- (a) the cost incurred in complying with any of the aforesaid Regulations or By-Laws:
  - (i) in respect of destruction or damage occurring prior to the granting of this Extension;
  - (ii) in respect of destruction or damage not insured by the Policy;
  - (iii) in respect of which notice has been served upon the Insured prior to the happening of the destruction or damage;
  - (iv) in respect of undamaged property or undamaged portions of the property;
- (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or By-Laws not risen;
- (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or By-Laws.

**(15) Removal of Debris Clause**

This insurance extends to cover costs of Removal of Debris, dismantling or demolishing, shoring or propping-up of the damaged part of the Insured Dwelling up to 10% of the Total Sum Insured for Section 1 and 2.

**(16) Workmen Clause**

It is hereby agreed that this insurance shall not be invalidated by workmen on the premises for the purpose of effecting repairs, minor alterations or general maintenance purposes and the like.

The following list of Extensions (17) to (28) shall apply only with ENHANCED HOME cover for Section 2 - Contents as specified in the SCHEDULE

**(17) Accidental Breakage to Fixed Glass**

This insurance extends to cover accidental damage to fixed glass at the Insured Dwelling up to the replacement cost.

**(18) Accidental Loss or Damage to Mobile Phones Pagers & Portable Computers/Diaries**

This insurance extends to cover accidental loss of or damage to Mobile Phones, Pagers and Portable Computers/Diaries/Personal Digital Assistants and the like, up to the replacement cost.

**(19) Accidental Loss or Damage to Pedal Cycles**

Further to Extension (G), this insurance extends to cover accidental loss or damage to pedal cycles belonging to the Insured and/or any member of his family normally residing with him whilst contained in the Insured Dwelling subject to a maximum limit of S\$500.00 for any one period of insurance, excluding motor-assisted pedal cycles.

**(20) Conservancy Charges**

This insurance extends to cover conservancy charges payable by the Insured up to a maximum period of three (3) months subject to a maximum limit of 10% of Section 1 or S\$1,000.00, whichever is the lower, in the event that the Insured Dwelling suffers loss or damage by an Insured Peril, rendering it uninhabitable.

**(21) Expenses for Tracing & Accessing of Water Seepage**

In the event of loss or damage to the Building, renovations, fixtures and fittings caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the Insured Dwelling, the Company will pay the reasonable costs for removing and replacing any other part of the Building, renovations, fixtures and fittings necessary to find and repair the source of the leak up to S\$5,000, per event and in the aggregate for the period of insurance, but shall exclude the following:

- a. claims made within first six (6) months from the first inception date of the Policy
- b. buildings more than twenty (20) years old
- c. 20% of the loss covered under this extension or S\$100 each and every loss whichever is the higher

This extension applies only where Section 1 - Building, Renovations, Fixtures and Fittings is insured under the Policy.

**(22) Cost of Replacement of Title Deeds**

This insurance extends to cover accidental loss or damage to title deeds and other legal documents up to S\$750.00 for the cost of replacement.

**(23) Deterioration of Foods and Drinks in Refrigerator**

This insurance extends to cover deterioration of food and drinks in any Refrigerator or Freezer whilst contained in the Insured Dwelling due to breakdown or explosion up to S\$200.00 in any one period of insurance excluding loss or damage resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority, or deliberate act or neglect of that of the Insured and/or any member of his family and/or domestic servant, and provided that the Refrigerator or Freezer is less than six (6) years old.

**(24) Household Removal By Professional Movers**

This insurance extends to cover accidental loss of or damage to the Insured's Household Contents in the course of removal which are packed by professional packers between the Insured Dwelling and new permanent residence within Singapore of the Insured excluding valuables, china, earth ware and other items of brittle nature subject to a limit of up to S\$1,500.00 in any one period of insurance.

**(25) Loss of Money**

This insurance extends to cover loss of money, ATM Cards, Credit Cards, belonging to the Insured and/or any member of his family and/or domestic servant normally residing with him as a result of an Insured Peril whilst kept in the Insured Dwelling used solely for private, social and domestic purposes up to S\$1,000.00 in any one period of insurance.

**(26) Loss or damage to Domestic Servant's Property**

This insurance extends to cover accidental loss or damage to Personal Effects of any domestic servant of the Insured and normally residing with the Insured up to S\$1,000.00 in any one period of insurance whilst contained in the Insured Dwelling provided that a valid claim is also made for the Insured's own contents.

**(27) Temporary Removal**

This insurance extends to cover Accidental loss or damage to the Household Contents and Personal Effects, whilst temporarily removed from the Insured Dwelling but remaining in Singapore. Provided that:

- (a) this extension shall exclude:
  - (i) property otherwise insured and/or
  - (ii) property removed for repair, sale or exhibition or to a furniture depository.
  - (iii) theft of property by deception
- (b) for the purpose of this extension only, "Household Contents" shall include pedal cycles (but not motor-assisted pedal cycles).
- (c) the amount recoverable under this extension shall not exceed 15% of the Sum Insured for Section 2 subject to each article not exceeding S\$500.00.

**(28) Visitors' Personal Effects**

This insurance extends to cover accidental loss or damage to visitors' personal effects whilst contained in the Insured Dwelling up to S\$500.00 in any one period of insurance.

**MAIN EXCLUSIONS TO SECTIONS 1 & 2**

The Company shall not be liable in respect of:

- (a) any loss by theft
  - (i) by deception except in the event of a burglary at the Insured Dwelling
  - (ii) of property in any part of the building to which any other tenant has right of access not involving entry to or exit from the Insured Dwelling by forcible and violent means
  - (iii) if the Insured Dwelling is lent, let or sublet unless force is used to enter the Insured Dwelling
- (b) scratching or denting of property.
- (c) any loss, destruction or damage due to wear, tear, depreciation, the process of washing, cleaning, dyeing, alteration, repair or restoration of any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause.
- (d) any loss or damage resulting from theft by any person lawfully in the Insured Dwelling.
- (e) electrical electronic or mechanical breakdown except as provided for in Extension (P) - Deterioration of Foods and Drinks in Refrigerator as stated below.
- (f) breakage of strings in respect of any musical instrument.
- (g) damage to films when in use in a camera or projector.
- (h) breakage of tubes and or bulbs unless the apparatus is damaged at the same time.
- (i) business or professional use in respect of photographic and sporting equipment and accessories and musical instruments.
- (j) any loss or damage from the Insured Dwelling arising from Bursting or overflowing of a domestic water tank, apparatus or pipe, Theft or any attempt thereat or Malicious acts during any period in excess of sixty (60) consecutive days during which the Insured Dwelling is left unoccupied, unless written consent has been obtained from the Company.
- (k) cost of reproducing data whether recorded on tapes, cards, discs or otherwise.
- (l) delay, confiscation or detention by Customs Official or Authorities.
- (m) any loss or damage of property left in the open outside the confinement of the Insured Dwelling.
- (n) mysterious disappearance or unexplained loss.
- (o) damage to sports equipment whilst in play.
- (p) theft of property in unoccupied vehicles unless all windows, doors, luggage compartment, boot, roof and windscreen are completely closed and securely locked.
- (q) loss or damage to any property as a result of inherent fault or defective workmanship or defective design or use of defective materials.

**SECTION 3 - WORLDWIDE FAMILY PERSONAL LIABILITY**

The Company will indemnify the Insured as owner and/or occupier of the Insured Dwelling and members of his family and domestic servant permanently residing with him in Singapore against all sums for which they may be legally liable to third party including legal costs and expenses in respect of:

- (1) accidental bodily injury (whether fatal or not)
- (2) accidental damage to property

occurring during the period of insurance subject to the Territorial Limits as stated herein for this Section.

**EXTENSIONS TO SECTION 3**

**(1) Tenant's Liability**

This insurance extends to cover the legal liability as tenant and occupier of the Insured Dwelling for damage to landlord's Building, fixtures, fittings and contents up to a limit of S\$100,000.00 subject to an excess of S\$100.00 for each and every claim.

**LIMITS OF INDEMNITY**

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

In the event of the death of the Insured the Company will, in respect of the liability incurred by the Insured, indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfill and be subject to the Terms of this Policy in so far as they can apply.

**MAIN EXCLUSIONS TO SECTION 3**

The Company shall not be liable in respect of

- (a) bodily injury to any person being a member of the Insured's family or household or at the time of sustaining such injury engaged in and under the service of the Insured.
- (b) damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's family or household or of a person in the service of the Insured.
- (c) bodily injury or damage arising out of or incidental to:-
  - (i) the Insured's profession or business.
  - (ii) the use of lifts, elevators, motor cycles, motor vehicles, watercraft, aircraft or aerial devices.

- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (e) any liability resulting directly or indirectly from the transmission of any communicable disease by the Insured, a member of the Insured's family, domestic maid or pets.
- (f) any liability caused by or arising from or in connection with the Insured's ownership of Category A dogs (as defined by the Agri-food & Veterinary Authority of Singapore) or unlicensed dogs.
- (g) any liability arising from ownership of any other Building or land other than the home occupied by the Insured solely as a private residence.
- (h) any liability arising from the occupation or use of any premises other than as a private residence unless specially agreed and specified in the SCHEDULE.
- (i) any liability in respect of bodily injury illness and/or loss or damage caused by or in connection with or arising from alterations, additions and repairs to the Insured Dwelling and/or whilst the Insured Dwelling is undergoing renovation or construction.

**TERRITORIAL LIMITS**

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

**SECTION 4 - PERSONAL ACCIDENT FOR INSURED, SPOUSE & CHILD(REN)**

**(A) INSURED AND SPOUSE**

If the Insured and his / her legal spouse shall suffer bodily injury caused by accidental means sustained whilst at the Insured Dwelling during the period of insurance, and if such bodily injury shall within three (3) calendar months result in death or permanent disablement, the Company will pay compensation in accordance to the Table of Benefits stated below to the Insured or in the event of his death to his legal personal representatives.

Hospitalisation Allowance arising from accidents covered under this Section is payable up to sum insured specified in the SCHEDULE per person where the Insured is hospitalised as an inpatient for more than twenty-four (24) hours during the period of insurance.

**(B) CHILD(REN)**

If the Insured's Child(ren) shall suffer bodily injury caused by accidental means sustained whilst at the Insured Dwelling during the period of insurance, and if such bodily injury shall within three (3) calendar months result in death or permanent disablement, the Company will pay compensation in accordance to the Table of Benefits stated below to the Insured or in the event of his death to his legal personal representatives.

The death and permanent disablement benefit for this Section shall be payable in accordance to the Table of Benefits here below :

**TABLE OF BENEFITS**

DESCRIPTION OF PERMANENT DISABLEMENT	PERCENTAGES OF THE SUM INSURED SPECIFIED AS STATED IN SECTION 4 OF THE SCHEDULE
1. Death	100%
2. Total and Permanent Disablement from engaging in or attending to employment or occupation of any and every kind	100%
3. Total & Permanent Loss of all sight in one or both eyes	100%
4. Total Loss by physical severance or Total & Permanent Loss of use of:	
(a) one or both hands at wrist	}
(b) arm at shoulder	}
(c) arm between shoulder and elbow	}
(d) arm at or below elbow	}
(e) leg at hip	}
(f) leg between knee & hip	}
(g) leg at or below knee	}
5. Total and Permanent Loss of :	
(a) sight in one eye except perception of light	50%
(b) lens of one eye	50%
6. Total Loss by physical severance or Total & Permanent Loss of use of :	
(a) thumb & fingers of one hand	50%
(b) 4 fingers of one hand	40%
(c) thumb	25%
- 2 phalanges	10%
- 1 phalanx	15%
(d) index finger	10%
- 2 phalanges	5%
- 1 phalanx	10%
(e) middle finger	7%
- 2 phalanges	3%
- 1 phalanx	10%
(f) ring finger	7%
- 2 phalanges	3%
- 1 phalanx	10%
(g) little finger	7%
- 2 phalanges	3%
- 1 phalanx	18%
(h) all toes of one foot	6%
(i) great toe	3%
- 2 phalanges	3%
- 1 phalanx	3%
(j) any other toe	3%
7. Total & Permanent Loss of :	
(a) hearing in both ears	75%
(b) hearing in one ear	20%
8. Total & Permanent Loss of speech	50%
9. Third Degree Burns	
(a) Head - Damage as a Percentage of Total Body Surface Area	
(i) equals to or greater than 2% but less than 5%	50%
(ii) equals to or greater than 5% but less than 8%	75%

(iii) equals to or greater than 8%	100%
(b) Body - Damage as a Percentage of Total Body Surface Area equals to or greater than 10% but less than 15%	50%

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

**PROVISOS**

1. This Section does not cover Insured above seventy (70) years of age next birthday.
2. The cover under this Section will cease for the Insured upon any Permanent Disablement claim.
3. Before the Company will pay item (2) in the Table of Benefits above, Total and Permanent Disablement from all gainful employment of any and every kind shall have lasted for twelve (12) months and have been proved to our satisfaction to be permanent and without expectation of recovery. However, if it can be proved to the reasonable satisfaction of the company that total disablement from all gainful employment is permanent, then the Company may at their discretion pay this item before the expiry of twelve (12) months.

**MAIN EXCLUSIONS TO SECTION 4**

This Company shall not be liable in respect of bodily injury sustained by the Insured

1. as a result of, or is contributed by any medical condition, pre-existing conditions, physical defect or infirmity;
2. as the result of intentional self-injury, suicide or attempted suicide (whether felonious or not) while sane or insane, provoked assault, intoxication, drugs, insanity, venereal disease, childbirth or pregnancy (other than miscarriage caused by accidental falling of the Insured with external injury or by traffic accident) or abortion or any complication following therefrom;
3. as the result of, or is contributed to by or attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused;
4. whilst engaged in illegal acts.

**SECTION 5 - TWENTY-FOUR (24) HOUR EMERGENCY HOME ASSISTANCE SERVICES**

If there is a sudden and/or unforeseen event at the Insured Dwelling and the Insured is in need of Emergency Home Assistance Services, the following referral and arrangement assistance services shall be available to the Insured upon specific verbal notification by the Insured to Tenet Assist Hotline, a twenty - four ( 24 ) hour Alarm Centre by our appointed assistance company.

**(A) INDEMNIFIED HOME ASSISTANCE SERVICES**

The Policy will reimburse the Insured up to a limit of S\$100 per event, and the Company shall not be responsible for any third party expenses incurred that shall be the responsibility of the Insured Person.

**(i) Locksmith Assistance**

In the event the Insured is unable to access the Insured Dwelling because:

- (a) the Insured is locked out of his/her Insured Dwelling; and/or
  - (b) the Insured is not in possession of the keys to the Insured Dwelling,
- the Insured shall contact Tenet Assist to arrange for a locksmith to assist the Insured at the Insured Dwelling.

**Exclusion:** This Service shall not extend to an Insured who is locked out of his/her bedroom in the Insured Dwelling.

**(ii) Plumbing Assistance**

In the event that the Insured Dwelling contains:

- (a) a clogged water supply system;
- (b) a clogged drainage system; and/or
- (c) leaking water pipe(s)

**Exclusions:** This Service shall not extend to an Insured whose Insured Dwelling has (a) a leaking water tap which requires refurbishing, or (b) leaking water heater/shower head, or (c) water leaking from the Insured Dwelling's ceilings.

**(iii) Electrical Assistance**

In the event of an electrical power failure/wall switch failure in the Insured Dwelling, Tenet Assist shall arrange for a competent electrician to attend to and repair the problems.

**Exclusion:** This Service shall not extend to failure or malfunction of electrical appliances like televisions, refrigerators, rice cookers, ovens, water heaters, etc.

**(iv) Air-Conditioning Engineer Assistance**

In the event that an air-conditioner unit in the Insured Dwelling is not working, Tenet Assist shall arrange for an engineer to repair the air-conditioning unit.

**Exclusion:** This Service shall not extend to an air-conditioning unit that is not cold or leaking because the said unit has not been serviced for six (6) months prior to the date of call.

**(v) Pest Control Services**

In the event that Insured Dwelling is infested with pests, including but not limited to bees and termites, Tenet Assist shall arrange for a pest control services to remedy the situation.

**Exclusion :** The Policy shall not pay for such services made within the first three ( 3 ) months from the first inception date of cover.

**(B) REFERRAL ASSISTANCE SERVICES**

The Services listed below are purely on referral and arrangement basis only. The Company shall not be responsible for any third party expenses incurred which shall be solely the responsibility of the Insured.

**(i) Telephone First Aid Advice**

Tenet Assist will provide first aid medical advice to the Insured over the telephone to assist in stabilizing the Insured's condition. Such advice shall not be construed as a diagnosis and the Insured shall be referred to a physician, if necessary.

**(ii) Non-Emergency House Call Doctor referral**

Tenet Assist will provide the name, address and telephone no. of the service providers and upon request and whenever possible, to facilitate arrangement of a house call doctor for private home medical care services.

**(iii) Home Cleaning Services (disinfecting/dust-mites riddance/spring cleaning)**

Tenet Assist will provide referral information on the service providers and their charges, and upon request by the Insured, to facilitate arrangement for the service providers to provide services at the Insured's residence for

- Carpet cleaning
- Sofa cleaning
- Window cleaning
- Wall Tiles cleaning
- Floor Tiles cleaning
- Disinfecting the House of Bacterial/Germs
- Dust-mites Riddance
- General Spring cleaning

**(iv) Temporary Domestic Assistance (mobile domestic helpers/meal caterers/baby-sitter)**

Tenet Assist will provide a referral name, address and telephone number for the service providers, and upon request by the Insured, to facilitate arrangement for the service providers to provide services at the Insured's residence for

- Mobile Domestic Helpers
- Meal caterers
- Baby-sitter / Nanny

**(v) Television Repair Assistance**

In the event the television set in the Insured's residence is not functioning, Tenet Assist will provide the Insured with referral information of television mechanics as well as their costs, if available, and upon request, to arrange for a house call if necessary.

**(vi) Domestic Pet Care Services**

Tenet Assist will provide referrals and whenever possible, assist to arrange

- appointments for Domestic Pet Grooming / Training Services
- pet accommodation at Domestic Pet Hotel when the Insured is unable to take care of the pet
- Domestic Pet Transportation Arrangement to and/or from the Insured's Insured Dwelling or any other address in Singapore given by the Insured.

**(vii) Alternative accommodation Referral Assistance**

Tenet Assist will provide the Insured with referral information of alternative accommodation like hotels in emergency cases.

The Company shall not in any way accept any liability for the provision of all services or for the performance thereof.

**SECTION 6 - PET DOG COVER**

**ACCIDENTAL DEATH AND THEFT OF LICENSED PET DOG WITHIN INSURED DWELLING**

The Company will indemnify the Insured up to S\$500.00 in the aggregate for any period of insurance for the cost of replacing the licensed pet dog(s) with another of the same breed and sex in respect of:

- (1) accidental death caused by violent external and visible means, occurring whilst the pet dog(s) is/are confined within the Insured Dwelling; or
- (2) theft of pet dog by actual forcible, violent breaking into or out from the Insured Dwelling

**MAIN EXCLUSIONS TO SECTION 6**

The Company shall not be liable:

- (a) where the pet dog(s) is/are having any physical defects, illness or disease known to the Insured when the Policy was taken up or at renewal and not accepted in writing by the Company
- (b) where the pet dog(s) is/are aged under three (3) months or over five (5) years old.
- (c) where the pet dog(s) is/are undergoing or has undergone surgery not necessitated by accidental bodily injury nor necessary to save the pet dog(s) life, which results in its death
- (d) where the pet dog(s) is/are not registered with the Agri-food & Veterinary Authority of Singapore

**SECTION 7 - WORLDWIDE PERSONAL EFFECTS COVER**

The Company will pay to the Insured any Accidental loss of or damage to the Insured's Personal Effects during the Period of Insurance within the territorial limits specified in this Section. Provided that the liability under this Section shall not exceed 50% of the Sum Insured for Section 2 during any one period of insurance unless otherwise agreed and specified in the SCHEDULE.

**(A) UNSPECIFIED ARTICLES**

In the event of any loss or damage to articles of Personal Effects not specifically and individually itemized in the SCHEDULE, the Company will pay, up to the replacement cost or maximum S\$1,000.00 any one article, and in aggregate not exceeding the total sum insured as specified on the SCHEDULE.

**(B) SPECIFIED ARTICLES**

In the event of any loss or damage to articles of Personal Effects that are specifically and individually itemized and declared with a corresponding sum insured for each article listed in the SCHEDULE, the Company will pay up to the replacement cost of each article or the sum insured specified in the SCHEDULE, whichever is the lower.

It is a condition that sums insured for Section 7 Sub-Section (B) will at all times be maintained by the Insured at not less than the full cost of replacement without deduction for wear and tear or depreciation except in respect of wearing apparel.

**TERRITORIAL LIMITS**

Anywhere in Singapore and Worldwide in respect of travel overseas provided that such travel shall not exceed ninety (90) consecutive days in any one period of insurance.

## **EXCESS**

Subject to an excess of \$5100.00 on each and every claim except if due to an Insured Peril at the Insured Dwelling.

## **MAIN EXCLUSIONS TO SECTION 7**

The Company will not cover loss or damage resulting from:

- b. any loss by theft
  - (i) by deception except in the event of a burglary at the Insured Dwelling
  - (ii) of property in any part of the building to which any other tenant has right of access not involving entry to or exit by forcible and violent means
  - (iii) if the Insured Dwelling is lent, let or sublet unless force is used to enter the Insured Dwelling
- c. scratching or denting of property
- (c) delay, confiscation or detention by Customs Official or Authorities
- (d) any loss, destruction or damage due to wear, tear, depreciation, mechanical or electrical defect, the process of washing, cleaning, dyeing, alteration, repair or restoration of any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause.
- (e) business or professional use in respect of photographic and sporting equipment and accessories and musical instruments.
- (f) breakage of strings in respect of any musical instrument.
- (g) damage to films when in use in a camera or projector.
- (h) breakage of tubes and or bulbs unless the apparatus is damaged at the same time.
- (i) theft of property in unoccupied vehicles unless all windows, doors, luggage compartment, boot, roof and windscreen are completely closed and securely locked.
- (j) cost of reproducing data whether recorded on tapes, cards, discs or otherwise.
- (k) property whilst in transit unless hand-carried.
- (l) any loss or damage from the Insured Dwelling arising from Bursting or overflowing of a domestic water tank, apparatus or pipe, Theft or any attempt thereof or Malicious acts during any period in excess of sixty (60) consecutive days during which the Insured Dwelling is left unoccupied, unless written consent has been obtained from the Company.
- (m) mysterious disappearance or unexplained loss.
- (n) damage to sports equipment whilst in play.

## **SECTION 8 - RENT PROTECTOR**

The Company will indemnify the Insured for loss of rent when

- (1) the tenant ceases to pay the rent due under the Tenancy Agreement or leaves the Insured Dwelling without giving notice before the end of the Tenancy Agreement; or
- (2) the Insured Dwelling remains untenanted following an occurrence of murder and/or suicide at the Insured Dwelling.

## **LIMITS OF INDEMNITY**

The Company's maximum liability in the aggregate for all claims in respect of Section 8 shall not exceed

- (1) the monthly rent due under the Tenancy Agreement or \$2,500.00 per month whichever is the lower; and
- (2) up to two (2) months equivalent of the monthly rent due under the Tenancy Agreement in the aggregate any one Period of Insurance.

## **MAIN EXCLUSIONS TO SECTION 8**

The Company shall not be liable in respect of:

- (1) the rent for the first two (2) consecutive months after the tenant defaulted in payment or from the date of occurrence of the murder and/or suicide at the Insured Dwelling.
- (2) loss of rent where there is no valid written Tenancy Agreement.
- (3) loss of rent once the Insured Dwelling is re-tenanted.
- (4) the rent that was in arrears at the commencement of the cover for this Section.
- (5) loss of rent where the tenant had defaulted on rental payment or the murder and/or suicide event had occurred before the commencement of the cover for this Section.

## **PROVISOS**

The Insured cannot make simultaneous claim under this Section and the benefit of Loss of Rent and Additional Expense of Alternative Accommodation under Sections 1 and 2 for the same event.

## **GENERAL EXCEPTIONS**

The Company shall not be liable in respect of:

1. any loss or damage or liability directly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
2. any loss (whether temporary or permanent) of the Insured Dwelling or any part thereof by reason of confiscation requisition detention or legal or illegal occupation of such property or any premises vehicle or thing containing the same by any government authorities.
3. any accident loss damage expense liability or bodily injury occasioned by or through or in consequence directly or indirectly of
  - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
  - (b) mutiny military or popular uprising insurrection rebellion revolution military or usurped power martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siegeIn any action suit or other proceeding where the Company alleges that by reason of the provisions of this General Exception any accident loss damage expense liability or bodily injury is not covered by this insurance the burden of proving that such accident loss damage expense liability or bodily injury is covered shall be upon the Insured.
4. any loss damage or liability which is insured by or would but for the existence of this Policy be insured by other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected. This exclusion does not apply to Section 4.
5. any consequential loss or damage of any kind whatsoever unless otherwise stated.
6. any loss or damage occasioned through the wilful act of or with the connivance of the Insured and/or any member of his family and/or domestic servant normally residing with him.
7. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
8. any loss or damage arising from illegal acts and/or acts prohibited by regulatory authorities.
9. any loss or damage arising whilst the Insured Dwelling is undergoing renovation or construction.

## **GENERAL CONDITIONS**

### **1. INTERPRETATION**

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

### **2. JURISDICTION CLAUSE**

The indemnity under this Policy shall not apply in respect of judgments, which are not in the first instance delivered by or obtained from a Court or tribunal of competent jurisdiction within the Republic of Singapore.

### **3. BASIS OF SETTLEMENT**

#### **Sections 1**

The basis of settlement of any claim shall be the cost of reinstatement of the property destroyed or damaged to a condition substantially the same as, but not better or more extensive than the condition when new.

If repair or restoring is not carried out and completed within twelve (12) months, or if there is other insurance in force which does not provide for replacement or reinstatement on a similar basis, the Company will settle claims on an indemnity basis i.e. the cost of replacement or repair of lost or damaged property less an amount for wear and tear or depreciation.

#### **Sections 2 & 7**

The basis of settlement in the event of theft or total destruction will be replacement in the same form without deduction for wear and tear or depreciation except in respect of wearing apparel, curtains, bed sheets or bed linens. In the event of loss or damage to any insured item forming part of a pair or set, our liability shall not exceed a proportionate part of the value on the pair or set.

### **4. DUTY OF CARE**

The Insured shall :

- (a) use all reasonable diligence and care to keep the Insured Dwelling in proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for any injury, loss or damage caused by defect which the Insured has failed to remedy after having received notice of such defect either from the Company or any person or public
- (b) exercise all reasonable precautions for the maintenance and safety of the property insured body and to prevent accident, loss or damage and
- (c) provide for the Insured dog(s) under Section 6 at all times with proper care.
- (d) the Insured must take all reasonable precautions to prevent becoming a victim of the unlawful act as stipulated in Extension (J) - Identity Fraud Expenses.

### **5. OTHER INSURANCE**

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

### **6. AVERAGE CLAUSE**

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against be of greater value than the sum insured hereon 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 of this Policy shall be separately subject to this condition.

#### **WAIVER OF AVERAGE CLAUSE**

The Average Clause shall be waived if both Section 1 and Section 2 are simultaneously insured under this policy, provided that where the Insured Dwelling is a terrace house, semi-detached house or bungalow, the building structure is insured under another policy and it is not the intention to include cover for building structures under this policy.

#### **AVERAGE RELIEF**

Where the Insured is not eligible for Waiver of Average as provided in the clause above and if at the time of reinstatement the sum representing 85% of the cost which would have been incurred if such item had been destroyed, exceeds the sum insured hereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril hereby insured against, then the Insured shall be considered as being his own insurer for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly. Each item of this Policy shall separately be subject to this condition.

### **7. NOTICE OF MATERIAL CHANGES**

- (a) The Insured shall give reasonable notice to the Company of any change in 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) If the Insured fails to give notice of the changes to the Company, the Company may reject any claim that may arise.
- (c) The Insured must inform us in writing as soon as possible about any change which may affect Extension (J) - Identity Fraud Expenses. If the Insured fails to inform the Company, the Company may declare the extension invalid or reduce the cover provided. The facts the Company need are those which the Company consider important in assessing or accepting the insurance. If the Insured is in any doubt as to whether to inform the Company about any change, the Insured should inform the Company anyway.

### **8. CLAIM NOTIFICATION**

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

- (a) shall give immediate notice in writing to the Company or in any event not exceeding fourteen (14) days

- (b) shall make a police report within twenty-four (24) hours of the occurrence if there has been theft malicious damage or vandalism or any loss of money or any attempt thereat
- (c) notify the issuing company immediately of the loss of any insured credit card or ATM card
- (d) shall at his (or their) own expense supply the Company with full particulars in writing as soon as possible and in the case of a claim under Sections 1, 2, 7 and 8 not later than thirty (30) days after the occurrence of the loss or damage
- (e) if a claim may arise under Section 3, shall immediately send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings
- (f) in the event of accidental bodily injury of the Insured dog(s) under Section 6 to arrange for a veterinary surgeon to attend and where necessary, to certify at the Insured's own expense the cause of death
- (g) shall not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent
- (h) shall give the Company all such information as the Company may reasonably require.
- (i) shall file a report with the police and/or relevant financial institution within 24 hours and must report and submit a claim to the Company within 30 days of discovery of the unlawful act by the third party as stipulated within Extension (J) - Identity Fraud Expenses

**9. RIGHTS AND RESPONSIBILITIES**

The Company shall be entitled:

- (a) on the happening of any loss or damage for which indemnity is provided under Sections 1, 2, 7 and 8 to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy, or any copy thereof certified by the Company, shall be proof of leave and licence for such purpose but no property may be abandoned to the Company
- (b) to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit, but in the name of the Insured, to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy
- (c) to pay at any time to the Insured the Limit of Indemnity under Section 3 or any lesser amount for which any claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that Section in connection with such claim or claims except for costs or expenses recoverable from the Insured or incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment

**10. FORFEITURE**

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

**11. TRANSFER OF INTEREST**

Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued. The extension of the Company's liability in respect of the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and receipt by the Insured shall in any case absolutely discharge the Company's liability hereunder.

**12. CANCELLATION**

This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the Premium shall be adjusted on the basis of the Company receiving or retaining the customary short-term premium or minimum premium of \$65.00 provided no claims has been made under the policy. No refund shall be given where a claim has been lodged under the policy. The Policy may also be cancelled by the Company by seven (7) days' notice given in writing to the Insured at his last known address and the Premium shall be adjusted on the basis of the Company receiving or retaining pro rata premium, subject to minimum premium of \$65.00.

**13. ARBITRATION**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

Unless any such action or suit be commenced within six (6) months of the making of an award the Company shall not be liable to make any payment in excess of the amount of the award.

**15. SUBROGATION OF RIGHTS**

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or become necessary or required before or after his indemnification by the Company.

**ADDITIONAL ENDORSEMENTS**

The following endorsements shall apply to this Policy unless otherwise stated and/or deleted in the Policy Schedule.

**CONDITION PRECEDENT IN THE POLICY**

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

- (a) for the risk insured, the named insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) if the named insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
  - (i) the named insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
  - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the Company before cover incept.

#### **TERRORISM EXCLUSION ENDORSEMENT**

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

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

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

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

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

#### **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.

#### **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 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.

#### **PREMIUM PAYMENT WARRANTY CLAUSES**

This Policy is subject to a Premium Payment Warranty Clause in the following. The application of the clause is determined from its relevance to the context specified within each clause.

##### **• PAYMENT BEFORE COVER WARRANTY (1 May 2005)**

**This clause applies where the Policy is issued to an Individual.**

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

##### **• PREMIUM PAYMENT WARRANTY (1 May 2005)**

**This clause shall apply where the Policy is issued to a corporate entity, Period of Insurance is more than sixty (60) days and premium is below \$100,000 in any single Policy, Renewal Certificate or Cover Note.**

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within sixty (60) days of the:-
  - (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the sixty (60) day period referred to above, then:-
  - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the expiry of the said sixty (60) day period;
  - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00 or the minimum premium applicable for the policy.
3. If the period of insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.