



MSIG Insurance (Singapore) Pte. Ltd
4 Shenton Way #21-01 SGX Centre 2
Singapore 068807
Tel: (65) 6827 7888 Fax: (65) 6827 7899
Co. Reg. No. 200412212G

HOMEPLUS INSURANCE POLICY

This is your HomePlus Insurance Policy. Please read it to make sure that You have the protection You need.

It is important that this Policy document together with the **Schedule** and any amendments or endorsement issued from time to time are read together to avoid any misunderstanding.

HOW YOUR INSURANCE OPERATES

Your Policy is a contract between Us, the **Company**, and You, **Our Insured** named in the **Schedule**. The application form, declaration and any information You gave to Us when applying for the Policy, are the basis of this contract. The **Schedule** and any endorsement made altering the terms of this Policy, form part of this Policy.

In return for Your payment of the premium, We will provide You with insurance cover as described in the Policy during the period of insurance or any subsequent period for which You pay and We accept the required premium.

OUR PROMISE OF SERVICE

We wish to provide You with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. Should You have any reason to believe that We have not done so, please contact Your broker or agent. If You do not use the services of a professional intermediary, please contact Us. We are ready to help You with Your concerns.

FREE LOOK

If We are issuing this Policy to You for the first time, We will give You a "Free Look" period of 14 business days from the date You receive the Policy. If within these 14 days You tell Us that You do not want the Policy, We will cancel it from its start date and refund in full the premium You have paid so long as no claim has arisen. Please note:

- You are assumed to have received the Policy within 3 days after We despatch it.
- The Free Look will not apply to renewals of Your Policy with Us.

A Guide to Your HomePlus Policy

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DEFINITION OF WORDS

(which apply to the whole Policy)

Certain words have been defined below. These have the same meaning wherever they are used in the Policy. They appear in **bold print** (e.g. **Insured, Valuables**) or begin with a capital letter (e.g. You, We).

You / Your / the **Insured**

the person(s) named as Insured in the **Schedule**.

We / Us / Our / the **Company**

MSIG Insurance (Singapore) Pte. Ltd.

Schedule

the **Schedule** containing details of the **Insured**, type of cover selected and period of insurance. The **Schedule** forms part of the Policy.

Commencement Date

original inception date of cover under this Policy as shown in the **Schedule**.

Period of Insurance

a period of 12 months starting from the **Commencement Date** of this Policy and each consecutive period of 12 months for which this Policy remains in force.

Sum Insured

the amount for which You are insured as shown in Your current **Schedule** or any subsequent endorsements.

Valuables

jewellery, watches, furs, curios, works of art, antiques, stamps and coins collections and other collectable property, manuscripts, medals, items of gold, silver or other precious metals or precious stones.

Household

all members of Your family and any other persons (but not tenants, boarders, lodgers or paying guests) permanently living with You in Your **Home**.

Home

the area described in the title deeds situated at the address(es) shown in Your **Schedule**, which is Your private residence used solely for domestic purposes.

Unoccupied

when Your **Home** is not being lived in by anyone.

Motor Vehicles

any electrically or mechanically powered vehicle including models and toys (excluding gardening implements and pedestrian controlled models and toys).

Money

cash, bank and currency notes, cheque, bills of exchange, promissory notes, deeds, bonds, postal orders, money orders, crossed bankers' drafts, current postage stamps, securities and travel tickets all belonging to You or for which You have accepted responsibility, and all held for personal purposes.

Credit Card

any credit card, debit card, charge card, cash card or ATM card.

Accident

an event occurring during a **Period of Insurance** which happens suddenly, solely and directly caused by violent and external means and gives rise to a result which the **Insured** did not intend or anticipate.

Injury

bodily injury caused solely by an **Accident** and not by sickness, disease or gradual physical or mental wear and tear.

SECTION I – HOME CONTENTS AND RENOVATIONS

Definitions of words applying to Section I

“**Contents**” means:

- i) movable furniture, furnishings, kitchen utensils, domestic appliances, personal computers, audio and video equipment (other than those mentioned in (ii)), clothing and other movable personal belongings,
- ii) films, tapes, cassettes, cartridges, discs and diskettes up to their value as unused material or where purchased pre-recorded at maker’s latest list price, all of which You or members of Your **Household** own or are legally responsible for.

Contents do not include

- **Motor Vehicles**, caravans, trailers, aircraft, watercraft or spare parts and accessories while attached to or in any part of them.
- items belonging to the landlord (if any) of Your **Home**.
- any part of the **Building**.
- animals.
- securities, certificates and documents.
- **Money** and **Credit Cards**
- property held or used for business purposes.

“**Renovations**” means:

improvements and additions within Your **Home** made by You as owner or by any former owner of Your **Home** in the form of fixtures and fittings (including flooring, built-in wardrobes and air-conditioners), but does not include any part of the **Building**.

“**Building**” means:

- (a) the physical structure of the house, apartment or flat; and
- (b) any wall, gates, fence, footpath, swimming pool; and
- (c) all other permanent fixtures and fittings;

which were originally part of the **Home** when it was transferred by the developer or builder to the first owner of the **Home**.

WHAT IS COVERED

Subject to the terms and conditions of this Policy, We will cover You and Your **Household** for physical loss or damage to

- (i) the **Contents** while such **Contents** are in Your **Home** and
- (ii) **Renovations**

occurring in a **Period of Insurance** caused by any of the following causes up to the **Sum Insured** for each **Period of Insurance** specified in the **Schedule**:

1. Fire, lightning, domestic explosion
2. Hurricane, cyclone, typhoon, windstorm, flood. Provided that We will not pay for the first SGD100 of each and every loss due to this peril.
3. Water discharged or overflowing or leaking from pipes, water systems or installations, roof, roof guttering and down-pipes (collectively referred to as “water conduits”) in or about Your **Home** but excluding damage to such water conduits arising from wear and tear. Provided that We will not pay for the first SGD100 of each and every loss due to this peril.
4. Earthquake or earthquake shock.
5. Aircraft and other spatial devices or articles dropped from them.
6. Impact by any land vehicle or any animal.
7. Labour disturbance and riot involving persons other than You, Your **Household** or any other person living in Your **Home**.
8. Malicious act of any person other than You, Your **Household** or any other person living in Your **Home**.
9. Theft accompanied by violent or forcible entry into Your **Home** by any person other than a member of the **Household** or any other person living in Your **Home**.

WHAT IS NOT COVERED / LIMITS

We will not pay for:

1. more than thirty percent (30%) of the **Sum Insured** on **Contents** in the aggregate in respect of **Valuables**.
2. more than five percent (5%) of the **Sum Insured** on **Contents** for any one article (furniture, personal computers, audio and video equipment, pianos or organs excepted).
3. loss or damage while Your **Home** is **Unoccupied** for more than 60 consecutive days.
4. consequential loss or damage of any kind.

ADDITIONAL BENEFITS TO SECTION I

Limits specified are limits for each **Period of Insurance**.

1. **Alternative Accommodation or Loss of Rent**
We will pay up to 10% of the **Sum Insured** under Section I for
 - a) the necessary cost of reasonable alternative accommodation for You and Your **Household**,
 - b) the necessary cost of temporary storage of Your furniture,
 - c) rent which continues to be payable by You,
 - d) loss of rent otherwise payable to You,while Your **Home** remains uninhabitable due to damage to Your **Home** by any of the causes listed 1 to 9 in Section I of the Policy.
2. **Removal of Debris**
We will pay up to SGD1,500 for the costs incurred for removal of debris if there has been damage which is covered by Section I of the Policy.
3. **Cost of Temporary Protection**
We will pay up to SGD1,500 for the costs of temporary boarding up and/or other protection reasonably and necessarily incurred for the safeguarding of Your **Home** and/or **Contents** pending repair and/or replacement if there has been damage which is covered by Section I of the Policy.
4. **Replacement of Locks and Keys**
We will pay up to SGD500 for the replacement and installation cost of locks and keys to the external doors of Your **Home**, where the keys of such locks have been stolen.
5. **Accidental Death of Domestic Pet**
We will pay up to SGD500 in respect of any one claim for accidental death of the cat or dog that the **Household** keeps as a domestic pet in Your **Home**. Documentary proof of ownership of the pet is required in the event of a claim.

We will not pay for death of the domestic pet due to:
 - a. natural causes, illness or disease,
 - b. an intentional act by or under the order of any government or public authority,
 - c. an intentional act of any member of the **Household** or of any other person acting with the consent of any member of the **Household**.
6. **Loss of Money**
We will pay up to SGD500 in all against theft of personal **Money** belonging to any member of the **Household** occurring in Your **Home**.

We will not pay for
 - a. losses which are not reported to the Police,
 - b. **Money** losses other than in circumstances involving forcible entry to Your **Home** or violence or the threat of violence,
 - c. **Money** belonging to the employer of any member of the **Household** or relating to any business or commercial venture.
 - d. Losses committed by any member of the **Household**.
7. **Contents Temporarily Removed**
We will cover Your **Contents** while temporarily removed from Your **Home** for up to 14 days so long as they are within any residential building or hotel within Singapore at the time of loss or damage. The maximum We will pay
 - (i) for any one item is SGD500 and
 - (ii) SGD5,000 in total for all claims in the aggregatemade under this additional benefit of Section I.

We will not pay for loss of or damage to Your **Contents**

- a. while being loaded, unloaded or transported
- b. removed for sale or exhibition, or placed in a furniture depository,
- c. left in any vehicle,
- d. due to theft unless someone has broken into the residential building or hotel by using force and violence.

8. Accidental Breakage of Mirrors and Glass

We will pay up to SGD500 in respect of any one claim for accidental breakage of mirrors (other than hand held mirrors), fixed glass and glass tops of furniture in Your **Home**.

9. Deterioration of Frozen Food

We will pay up to SGD500 for the cost of replacing deteriorated or putrid frozen food in Your deep freezer or freezer section of Your refrigerator at Your **Home**, provided that the freezer or refrigerator is less than 5 years old and the frozen food is damaged by failure of the freezer.

We will not pay for

- a. loss or damage caused by the deliberate act of any member of the **Household**.
- b. loss or damage caused by failure of the supply of electricity occasioned by the deliberate act of any electricity authority / supplier or by the exercise of such authority / supplier of its power to withhold or restrict supply.
- c. loss or damage occurring while Your **Home** remains **unoccupied** for more than 60 consecutive days.
- d. consequential loss of any kind.

10. Automatic Reinstatement of Sum Insured

In the event of any loss covered by this Section I and in the absence of written notice by Us or You stating otherwise, the amount of insurance cover reduced by such loss will be automatically reinstated as from the date of the loss provided You pay the appropriate additional premium computed from the date of the loss to the expiry of the **Period of Insurance**.

11. Renewal Bonus

11.1 Upon each renewal of this Policy, the original **Sum Insured** for **Contents** and **Renovations** under Section I at the **Commencement Date** shall be increased by 5% for the renewed **Period of Insurance** provided that:

- i) no claim has arisen during the preceding **Period of Insurance** in respect of:
 - a) Section I – Home Contents and Renovations
 - b) Section II – Legal Liability
 - c) Section III – Family Accidental Death Protection; and
- ii) the increase in the original **Sum Insured** as Renewal Bonus shall be for the first three consecutive 12-month renewals of the Policy only;

11.2 Where the **Insured** requests for an increase or reduction to the **Sum Insured** in respect of **Contents** and/or **Renovations** under Section I during any **Period of Insurance** and agreed to by Us, We will increase the revised **Sum Insured** by 5% as Renewal Bonus upon the renewal of the Policy for the renewed **Period of Insurance** provided that:

- (i) the request to revise the **Sum Insured** is made by the **Insured** within the first six months of the relevant **Period of Insurance**;
- (ii) any accumulated Renewal Bonus for the **Period(s) of Insurance** prior to the **Period of Insurance** in which the **Sum Insured** was revised, will lapse and not be added on;
- (iii) no claim has arisen during the preceding **Period of Insurance** in respect of any or all of the benefits listed in 11.1(i) above; and
- (iv) the increase in the revised **Sum Insured** as Renewal Bonus shall only be for the first three consecutive 12-month renewals of the Policy following the **Period of Insurance** in which the **Sum Insured** was revised;

11.3 No additional premium is required for the Renewal Bonus.

BASIS OF CLAIMS SETTLEMENT (Applicable to Section I only)

We will pay the cost of repair of each item that is partially damaged, or replacement as new if it is totally lost or destroyed, subject to the repairs or replacement being carried out within a reasonable time. The **Sum Insured** on **Contents** and **Renovations** must represent the full value as new at the time of the loss or damage. If they do not, then payment will only be made after deduction for any wear and tear or depreciation.

If a damaged item can be repaired but the repair is not carried out, We will pay the reduction in the value of the item as a result of the loss or damage up to the estimated cost of the repair.

If an item has been totally lost or destroyed or cannot be satisfactorily repaired and a replacement is not carried out, We will pay the value of the item at the time of the loss or damage.

We will not pay for the replacement of, or work on, any undamaged or remaining items solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

Where any insured property consists of articles in a pair or set, We will only pay the value of any particular part or parts which may be lost or damaged, without reference to any special value which the articles may have as part of such pair or set and only up to the proportionate part of the **Sum Insured** of the pair or set.

The most that We will pay under this Section I for **Contents** or **Renovations** is the respective **Sum Insured** shown in the current **Schedule**.

SECTION II – LEGAL LIABILITY

1. PERSONAL LEGAL LIABILITY

- (a) We will indemnify You and each member of the **Household** against personal legal liability for
- accidental death or bodily injury
 - accidental damage to property belonging to third parties occurring anywhere in the world during a **Period of Insurance**.
- (b) We will also pay:
- costs and expenses of litigation recovered by any claimant from You or any member of the **Household** and
 - costs and expenses of legal defence incurred by You or any member of the **Household** with Our written consent.

2. LIABILITY AS A TENANT

- (a) We will indemnify You against any personal legal liability You incur as a tenant of Your **Home** for loss or damage to:
- the **Home**
 - any item while contained in the **Home** which does not belong to the **Household** but is in Your charge or control occurring during a **Period of Insurance**.
- (b) We will also pay:
- costs and expenses of litigation recovered by any claimant from You and
 - costs and expenses of legal defence incurred by You with Our written consent.

Deductible Applicable to Clause 2

We will not pay for the first SGD100 of each and every claim.

LIMIT OF AMOUNT PAYABLE UNDER SECTION II

The aggregate amount We will pay in respect of Clause 1(Personal Legal Liability) and 2 (Liability as a Tenant) under Section II arising from any one occurrence or series of occurrences consequent or attributable to one source or cause, regardless of the number of claimants or number of members of the **Household** involved, and in respect of any one **Period of Insurance**, shall not exceed the Limit of Liability stated in the **Schedule**.

EXCEPTIONS APPLICABLE TO THE WHOLE OF SECTION II

We will not pay for:

1. liability in respect of loss or damage to property belonging to or in the charge or under the control of You or any member of the **Household** (except as provided for in the Policy as described under Section 11.2 – Liability As A Tenant).
2. liability for death, injury, illness or disease or loss of or damage to property:
 - arising out of any deliberate or malicious act.

- arising from the ownership, possession or use of lifts, **Motor Vehicles** and any trailers or caravans attached, aircrafts, marine crafts or firearms.
 - arising out of Your own employment, business or profession, or that of any member of the **Household**.
 - suffered by any one under a contract of service or employment with You or any member of the **Household**.
 - arising out of a contract or agreement which would not have arisen in the absence of such contract or agreement.
 - arising out of use of any horse for the purpose of racing or polo.
 - arising solely out of Your ownership of the **Home**
 - arising out of the ownership or possession of any land or building by You or any member of the **Household**.
3. fines, penalties, exemplary or punitive damages.
 4. any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via Your or any member of the **Household** own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
 5. claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - (i) asbestos, or
 - (ii) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

JURISDICTION CLAUSE

The indemnity provided by this Section II shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore, Malaysia or Negara Brunei Darussalam nor to orders obtained in the said Court for the enforcement of judgements made outside the Republic of Singapore, Malaysia or Negara Brunei Darussalam whether by way of reciprocal agreements or otherwise.

SECTION III – FAMILY ACCIDENTAL DEATH PROTECTION

WHAT IS COVERED

1. Accidental Death

If You, Your spouse or Child suffers death due to **Injury** during the **Period of Insurance** occurring anywhere in the world, We will pay You or Your legal personal representative the benefits as described below so long as death occurs within 365 days of the **Injury**.

For the purpose of this Section, "Child" means any of Your unmarried dependent children aged between 1 and below 18 years or up to 23 years old if he or she is pursuing full-time education in a recognized tertiary institution and who is a member of the **Household**.

2. Hospital Cash Benefit

We will pay a Hospital Cash benefit at an agreed sum per day up to the maximum period as specified in the **Schedule** in the event that You, Your spouse or Child suffers **Injury** requiring confinement in a Hospital for a continuous uninterrupted period of at least 24 hours upon the advice of a qualified medical practitioner for which the Hospital makes a charge for room and board.

For the purpose of this benefit, a Hospital means:

A lawfully operating institution for the care and treatment of sick and injured persons, which has 24 hours nursing services by registered graduate nurses, one or more qualified medical practitioners available at all times and organised facilities for diagnosis and major surgery, which shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home, home for the aged or similar establishment.

LIMIT OF AMOUNT PAYABLE

The maximum that We will pay is SGD10,000 each in respect of You, Your spouse and Your Child(ren), subject to aggregate limit of SGD50,000 during the **Period of Insurance**.

WHAT IS NOT COVERED

We will not pay:

1. if the deceased was more than 70 years old at the time the **Injury** occurred.
2. if death is consequent upon
 - suicide or any attempted suicide,
 - self-inflicted injury,
 - the effects of intoxicating liquor or illegal drugs,
 - pregnancy, childbirth,
 - any kind of diseases or illness,
 - pre-existing physical or mental defects or infirmity including insanity.
3. if death is caused while You, Your spouse or Child(ren) were engaging in or taking part in
 - any naval, military or air force service or operation,
 - air travel except as a fare-paying passenger in a fully licensed passenger carrying aircraft,
 - any trade, technical or sporting activity or as crew, all in connection with an aircraft,
 - any kind of race (other than on foot or swimming) or trial of speed or reliability,
 - sports in professional capacity or dangerous sports such as parachuting, hang gliding, mountaineering, rock climbing, winter sports.

SECTION IV – EMERGENCY HOME ASSIST

This Policy gives You access to a 24-hour MSIG Assist Helpline manned by International SOS Pte Ltd (“ISOS”) on behalf of the **Company**. You can call MSIG Assist for the following assistance services in Singapore:

1. **Telephone Medical Advice**
MSIG Assist will arrange for the provision of medical advice to You over the telephone.
2. **Arrangement of Private Medical Transportation**
In the event that any member of the **Household** is immobilised and private medical transportation has been requested, MSIG Assist will arrange for private medical transportation to the place of medical treatment.
3. **Plumber Referral**
In the event that Your **Home** plumbing is clogged or has sprung a leak, MSIG Assist will provide You with referral information to plumbers as well as their costs. MSIG Assist will also assist You in arranging for a house call, if necessary.
4. **Electrician Referral**
In the event that Your **Home** requires electricians to provide services like installation and maintenance of electrical fittings or repair of household electrical appliances, MSIG Assist will provide You with referral information to electricians as well as their costs. MSIG Assist will also assist You in arranging for a house call, if necessary.
5. **Locksmith Assistance**
In the event that You are locked out of Your **Home**, MSIG Assist will provide You with referral information to locksmiths as well as their costs. MSIG Assist will also assist You in arranging for a house call, if necessary.

The MSIG Assist Helpline only provides referral information and arrangement assistance. The service providers are not the agents of the **Company** or ISOS. You have to pay the service providers directly for the costs of any services rendered.

Neither the **Company** nor ISOS warrant the services of the service providers. The **Company** and ISOS respectively are in no way responsible or liable for the action of or advice or information given or statements made by the service providers or any person in the provision of services or assistance under this Section.

The **Company** and ISOS respectively are therefore not liable for any injury, damage or loss to persons, property or goods in any way arising from any act, omission, default or neglect of the service providers or any persons in the provision of service or assistance under this Section.

GENERAL CONDITIONS

The conditions which appear in the Policy or in any endorsement are part of the contract and must be complied with. They are, where their nature permits, conditions precedent to the right to recover from Us.

1. Misrepresentation

The Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.

2. Precautions

You must take all reasonable steps to safeguard against accident, injury, illness, disease, loss or damage, in particular:

- the securing of all doors, windows and other means of entrance,
- the prevention of bodily injury and loss of or damage to the property,
- at all times acting with due care and attention as if the Policy were not in force,
- complying with all statutory obligations.

3. Notifications

You must notify Us immediately if:

- there is any change of address of Your permanent residence,
- Your **Home** is loaned or let while You and Your **Household** are living elsewhere for more than 60 consecutive days,
- any change shall be made in Your premises, or the duties of any member of Your **Household** which increases the risk of loss, damage or accident,
- Your interest in Your **Home** ceases, unless the cessation is brought about by will or operation of law,
- You are declared bankrupt.

4. Alterations

We have the right to vary the premium payable and all other terms, conditions and exceptions of the Policy by giving the **Insured** 30 days' notice of such variation(s).

5. Cancellation

Either the **Insured** or the **Company** may cancel this Policy by giving the other party 14 days notice in writing sent to the last known address. Refunds of premium in respect of a **Period of Insurance** will be made as follows:

- (a) If the **Insured** cancels the Policy, the **Company** will refund the **Insured** the premium paid less the premium calculated at Our Short Period rates from the date of cancellation provided no claim has arisen in relation to that **Period of Insurance** and the amount refundable is more than SGD10.00.
- (b) If the **Company** cancels the Policy, the **Company** will make a pro-rata refund of the premium paid.

6. Termination

The entire Policy will terminate immediately upon:

- i) non-payment of premium by the due date as described in the Payment Before Cover Warranty of this Policy;
or
- ii) the cancellation of this Policy as described in General Condition 5.

7. Governing Law

The Policy is subject to the exclusive jurisdiction of the Republic of Singapore and is to be construed according to the laws of the Republic of Singapore.

8. Exclusion of Rights under the Contracts (Rights of Third Parties) Act

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms. For the avoidance of doubt, the **Company** and the **Insured** are the only parties to this Policy contract.

CLAIMS CONDITIONS

We will act in good faith in all Our dealings with You. Equally, the payment of claims is dependent on:

Your own observance of the following:

1. Notifying Us immediately if any event occurs which may give rise to a claim under this Policy. You must not make any admission of liability, or any offer, promise or payment without Our written consent.
2. Reporting in writing to Us as soon as reasonably possible, full details of any incident which may result in a claim under this Policy, and taking all reasonable action to minimise any loss or damage.
3. Forwarding to Us immediately upon receipt every writ, summons, legal process or other communication in connection with the claim.
4. Notifying Us immediately if You have any knowledge of any impending prosecution, inquest or fatal accident inquiry in connection with any occurrence which may give rise to a claim.
5. Giving all necessary information and assistance that We may require, including written details of the claim You wish to make, and all relevant supporting documents, at Your expense or at the expense of any claimant in the form and nature required.
6. Not abandoning any property to Us.
7. Notifying the Police as soon as reasonably possible of:
 - the fact that any insured property has been lost outside Your **Home**,
 - loss or damage caused by theft, arsonist, rioters or malicious persons
8. You or anyone acting on Your behalf not making any fraudulent, false or exaggerated claims, otherwise We shall be under no obligation to make any payment under this Policy.

Your recognition of Our right:

9. At Our own option to repair, replace or reinstate any lost or damaged item or part of it, or pay the amount of the loss or damage in money.
10. In respect of claims for indemnity against liability:
 - (i) to take over and deal with in the name of any member of the **Household** the defence or settlement of any claim made under this Policy.
 - (ii) as regards Section II, to pay to You or any other members of the **Household** the maximum sum payable under this Policy or any lesser sum for which the third party's claim can be settled and We will from then on be under no liability under the Policy in relation to such claims except for costs and expenses of litigation incurred prior to the date We effected the payment.
11. To take proceedings in Your name or that of any member of Your **Household**, but at Our expense, to recover for our benefit the amount of any payment made under this Policy.
12. To settle Your claim on a proportionate basis if You have other insurance covering the same loss, damage or liability.
13. On the happening of any loss or damage to the property insured, to enter any building where the loss or damage has occurred and if We wish, to take and keep possession of the property insured and to deal with salvage in a reasonable manner.
14. Where We have accepted a claim but the amount to be paid is in dispute, to refer the matter to an independent arbitrator acceptable to the parties involved.

All persons covered by this Policy must also observe its terms and conditions.

GENERAL EXCEPTIONS

A. This Policy does not insure any destruction of or damage to any property or any consequential loss or any legal liability or any injury, illness or disease to any person directly or indirectly caused by, or contributed to, or arising from:

1. Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause.
 - (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 or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to 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
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
2. War and Terrorism
 - (a) 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
 - (b) any act of terrorism including but not limited to
 - (i) the use or threat of force, violence and/or
 - (ii) harm or damage to life or to property (or the 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, or
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to 2(a) or 2(b) above.
3. Political Risks
 - (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
 - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that We are not relieved of any liability to You in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
 - (c) the destruction of property by order of any public authority
4. Sonic bangs – pressure waves caused by aircraft or other aerial devices.
5. Consequential loss or damage of any kind unless specifically provided for otherwise in the Policy.
6. Pollution or contamination except to the extent expressly provided.
7. Any unexplained loss or mysterious disappearance.
8. Deliberate acts by You or any of the adult members of Your **Household**.

B. Date Recognition General Exception

There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- (1) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- (2) media or systems used in connection with any of the foregoing

whether the property of the **Insured** or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (a) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (b) the operation of any command or logic which has been programmed or incorporated into anything referred to in (1) and (2) above

but this general exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder) arising under any of the following sections but only to the extent that such claim would otherwise be insured under that section

- (i) Section I : Home Contents & Renovations

This general exception does not apply in respect of any of the following sections

- (i) Section II : Legal Liability
- (ii) Section III : Family Accidental Death Protection

DEFINITION

For the purpose of this general exception only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

C. Cyber Primary Exception (Not applicable to Section II – Legal Liability)

This Policy does not cover

1. damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the **Insured** or not, where such damage is caused by programming or operator error, Virus or Similar Mechanism or Hacking.
2. consequential loss directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking,

but this exception shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITIONS

For the purpose of this Exception only,

"Defined Contingency" means fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow

"Virus or Similar Mechanism" means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

"Hacking" means unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data.

If We allege that by reason of any of these General Exceptions any claim is not covered by this insurance, then the burden of proving that the claim is covered shall be upon You.

PAYMENT BEFORE COVER WARRANTY

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 was effected) on or before the inception date ("the inception date") of the coverage under the Policy, Renewal Certificate or Cover Note.
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 was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate or Cover Note.
3. In respect of insurance 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.

IMPORTANT— You are requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.