

HOME INSURANCE POLICY

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

Almost certainly Your needs will change. If they do, please let Us know. Your Policy is designed for easy amendment or extension.

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 Home Insurance Policy is a contract between Us, the **Company**, and You, Our **Insured** named in the **Schedule**. The proposal form, declaration and information given are the basis of this contract.

In consideration of Your paying to Us the required premium, We agree to indemnify You in the manner and to the extent provided for in the respective sections specified in the **Schedule**, in respect of events occurring during the Period of Insurance, or any subsequent period for which You pay and We accept the required premium.

OUR PROMISE OF SERVICE

We want to provide you with a high standard of service and to meet any claims covered by this Policy honestly, fairly and promptly. If you have any reason to believe that we have not done so, please contact your agent or broker. If you do not use the services of a professional intermediary, please contact us directly. 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 fourteen (14) business days from the date You receive the Policy. If within these fourteen (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 and any lender noted on the Policy consents to the cancellation.

Please note:

- (a) You are assumed to have received the Policy within three (3) days after We despatch it.
- (b) The Free Look period will not apply to short-term policies with terms of less than a year. It will also not apply to renewals of Your Policy with Us.

A GUIDE TO YOUR HOME INSURANCE POLICY

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DEFINITIONS OF WORDS

(Applicable to the whole Policy)

Certain words have been defined below. These have the same meaning whenever they are used in the Policy or the **Schedule** and are highlighted in the Policy by being shown in bold print, e.g. **Sum Insured, Household, Injury**, etc.

Accident

means an event which happens suddenly and gives rise to a result which the Insured Person did not intend or anticipate.

Audio and Video Equipment

means radio and television equipment, home computers, music players and recorders, video players and recorders and accessories of all the foregoing (excluding films, tapes, cartridges, discs, diskettes, radio transmitters and telephones).

Buildings

means the structure of Your private residence including:

- (a) outbuildings used for domestic purposes,
- (b) decorative finishes,
- (c) swimming pools, tennis hard courts, garden walls (excluding retaining walls unless specified in the **Schedule**), patios, terraces, hedges, fences, gates, paths and drives,

situated at the address(es) shown on the **Schedule**.

Credit Cards

means any credit card, charge card or cash card belonging to You or any member of Your **Household** (excluding any charges made in respect of issuing replacement cards).

Home

means the area of the plot described in the title deeds including the structure of Your private residence and outbuildings all used for domestic purposes and situated at the address(es) shown in Your **Schedule**.

Household

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

Injury

means all bodily injury suffered anywhere in the world caused solely by an **Accident** and not by sickness, disease or gradual physical or mental wear and tear.

Money

means cash, bank and currency notes, cheques, 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.

Motor Vehicle

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

Sum Insured

means the amount shown in Your current **Schedule** or any subsequent Endorsements.

Schedule

The Schedule contains details of the **Insured**, type of cover selected and Period of Insurance. The Schedule forms part of the Policy.

Unoccupied

means when Your private residence is not being lived in by anyone with Your permission.

Valuables

means items comprised of precious metals or precious stones, jewellery, watches, furs, curios and works of art.

We/Us/Our/the Company

means MSIG Insurance (Singapore) Pte. Ltd.

You/Your/the Insured

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

SECTION I - HOME CONTENTS

Definition of words applying to Section I

Contents means

- (a) **Household** furniture and furnishings including **Audio and Video Equipment**, clothing and personal belongings but not **Money** and **Credit Cards**,
- (b) **Valuables** up to 33 1/3 percent of the **Sum Insured** on **Contents**,
- (c) 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,
- (d) Interior decorations only if You are liable for them as a tenant,

all owned by the responsibility of You or members of Your **Household** and while contained within Your **Home**.

This definition does not include:

- (i) **Motor Vehicles**, caravans, trailers, aircraft, watercraft or spare parts and accessories while attached to or in any part of them.
- (ii) Any part of the structure of Your **Home**.
- (iii) Animals.
- (iv) Contact lenses.
- (v) Handphones.
- (vi) Property held for business or professional purposes.

(Most of these items can be insured separately by other policies or Sections of this Policy.)

1. Home Contents

We will cover You and Your **Household** in respect of the insured **Contents** while in the **Home** against any unforeseen sudden accidental physical loss or damage unless the cause is specifically excluded.

Limit any one article not exceeding 5% of the total **Sum Insured** on **Contents** unless separately specified in the **Schedule**.

We will not pay for:

- (a) loss or damage due to theft while Your **Home** or any part of it is:
 - (i) loaned or let unless violent means are used to enter or leave Your **Home**.
 - (ii) **Unoccupied** for more than sixty (60) consecutive days.
- (b)
 - (i) wear and tear.
 - (ii) mildew, rot, corrosion, rust.
 - (iii) gradual deterioration.
 - (iv) loss or damage due to insects, vermin.
 - (v) loss or damage due to cleaning, repairing, restoring.
 - (vi) scratching or denting.
 - (vii) loss or damage by domestic animals owned by You or are in Your care custody and control.
 - (viii) breakdown and/or mechanical malfunction of electrical appliances and computer equipment.
 - (ix) inherent fault or defective workmanship, defective material or design.
 - (x) consequential loss or damage of any kind.
 - (xi) mysterious disappearance or unexplained loss.
 - (xii) malicious acts committed by You and Your **Household**.
 - (xiii) loss of or damage to electrical equipment and wiring caused by artificially generated electrical current.
 - (xiv) loss or damage due to infidelity or dishonesty on the part of You, Your **Household** or any of Your employees.

2. Contents Temporarily Removed

We will cover You up to 15% of the **Sum Insured** on **Contents** subject to the limit per article specified in Item 1, whilst temporarily remove from your **Home** for up to thirty (30) days but still within Singapore for:

- (a) loss or damage (except by theft or attempted theft) as described in paragraph 1 above,
- (b) theft or attempted theft from any:
 - (i) bank safe deposit,
 - (ii) private residence,
 - (iii) building in which You or any member of Your **Household** is living, employed or carrying on business,
 - (iv) other building,

provided violent means are used to gain entry or exit.

We will not pay for loss or damage of property

- (a) whilst in transit,

(b) removed for sale or exhibition or to furniture depositories,

(c) left in an unattended vehicle.

We will not pay more than the **Sum Insured** on **Contents** in the aggregate for claims arising out of items 1 and 2 of this Section.

3. Locks and Keys

We will pay up to the replacement and installation cost subject to a maximum of S\$250 for locks and keys to the external doors of Your **Home**, where the keys of such locks have been stolen.

4. Fatal Accident Benefit

(Not subject to Excess)

We will pay up to S\$15,000 or one half of the Total **Sum Insured** on **Contents**, whichever is the less, if You or Your spouse, separately or together, die within 3 months of an **Injury** caused in Your **Home** by fire or thieves. In the event of death of both **Insured** and spouse, the maximum compensation payable is as stated above.

5. Alternative Accommodation or Loss of Rent

(Not subject to Excess)

We will pay up to 10% of the **Sum Insured** on **Contents** 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,

while Your **Home** remains uninhabitable due to damage to the **Buildings** by any cause covered by this Section of Your Policy.

Where a claim under Section I (5) and Section V (4) for alternative accommodation or loss of rent results from the same occurrence, this Policy will pay for the claim under the section with the higher limit.

6. Frozen Food

We will pay up to S\$500, representing the full replacement cost of frozen food in Your deep freezer or freezer section of Your refrigerator at Your **Home**, provided that the freezer of refrigerator is less than 5 years old, should the frozen food be 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** or any Electricity Authority.
- (b) food held for business purposes.
- (c) consequential loss of any kind.
- (d) loss or damage occurring while Your **Home** remains **Unoccupied** for more than sixty (60) consecutive days.

7. Domestic Servant's Belongings

We will pay up to S\$500 for Your domestic servant's belongings.

8. Removal of Debris

We will pay up to S\$10,000 for removal of debris if there has been damage which is covered under Section I.

9. Accidental Death of Pedigree Pets

We will pay up to S\$500 in respect of any one claim for accidental death of Your pedigree pets. Documentary proofs of ownership of pedigree are required in the event of a claim.

We will not pay for natural death or death caused by illness or disease.

10. Money and Credit Cards

We will pay up to S\$1,000 in all during any one Period of Insurance against theft of personal cash and/ or the improper use of lost or stolen **Credit Cards** belonging to You and Your **Household** resulting from such events occurring anywhere in the world. In respect of **Credit Cards**, this Section will only operate as to any difference between the amount of loss sustained and the amount recoverable under the terms of the **Credit Card** Agreement, which must be observed by the Cardholder in all respects in order to obtain an indemnity under this Section of the Policy.

We will not pay for:

- (a) losses which are not reported to the police.
- (b) **Money** losses other than in circumstances involving violence or the threat of violence.
- (c) **Credit Card** losses unless immediately reported to the **Credit Card** Company, and all of the conditions in the **Credit Card** Agreement are observed.
- (d) **Money** or **Credit Cards** belonging to Your employer or any business or commercial venture.

11. Automatic Inclusion of New Purchases

We will pay up to 5% of the **Sum Insured** on **Contents** for any new article falling within the description of **Contents** provided You declare them to Us within thirty (30) days of the date of acquisition and pay any additional premium date.

Excess

The first S\$100 of each and every claim under Section I unless specifically mentioned.

Basis of Claims Settlement

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. The **Sum Insured** on **Contents** must represent the full value as new at the time of the loss or damage. If it does not, then payment will 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 but not exceeding the estimated cost or repair.

If an item has been totally lost or destroyed or cannot be satisfactorily repaired and 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.

The **Sum Insured** on **Contents** will be reinstated automatically from the date of notification of any claim under this Section, subject to the payment of an additional premium.

SECTION II - SPECIAL POSSESSIONS

Please refer to Your current Schedule to see if this Section is in force.

THE INSURANCE UNDER THIS SECTION APPLIES ANYWHERE IN THE WORLD UNLESS SPECIFICALLY STATED OTHERWISE.

Definitions of words applying to Section II

Personal Possessions means:

Private property including **Valuables** owned by You or Your **Household**.

Unspecified Personal Possessions means:

Personal Possessions which are not insured as individual articles by this Section.

Specified Personal Possessions means:

Personal Possessions which are individually described in the **Schedule** in respect of this Section.

Valuation Produced means:

The amount shown in the **Schedule** that is accepted by You, and by Us, as being the true replacement value of the item as at the date of valuation.

This definition does not include:

Personal Possessions

(a) Furniture, furnishings, crockery, cutlery, glassware, domestic appliances and **Buildings**.

(b) **Motor Vehicles**, caravans, trailers, aircraft, watercraft or spare parts and accessories while attached to or in any of them.

(c) Food in Your Freezer.

(d) Animals.

(e) Contact lenses.

(f) Property held for business or professional purposes.

(g) **Money** or **Credit Cards** unless specified in the Policy **Schedule**.

(h) Portable computers, handphones and other portable electronics.

1. Unspecified Personal Possessions

We will pay up to the **Sum Insured** for this item in the **Schedule** to this Section for accidental loss or damage, with a limit of S\$2,500 for any one article.

2. Specified Personal Possession

We will pay up to the **Sum Insured** for each article listed in the **Schedule** to this Section for accidental loss or damage.

We will not pay for:

(a) loss of **Money** or improper use of lost or stolen **Credit Cards**.

(b) the first S\$100 of each loss or damage.

(c) loss or damage caused:

(i) by washing, cleaning, dyeing, alteration, restoration, repair, maintenance, moth or vermin.

(ii) to musical instruments while in transit.

(iii) cartridges, discs or diskettes other than for their value as unused material, unless purchased pre-recorded then We will pay up to the maker's latest list price subject to the **Sum Insured**.

(iv) by breakage of sports equipment whilst actually in use.

(v) by atmospheric or climatic condition.

(vi) by mildew, rot, corrosion, rust, gradual deterioration, scratching or denting, inherent fault or defective workmanship, material or design.

(d) wear and tear, depreciation, mechanical or electrical defect or breakdown.

(e) loss from or damage to property left in:

(i) unoccupied touring or convertible cars.

(ii) other unoccupied vehicles unless all windows, doors, luggage compartment, boot, roof and windscreen are completely closed and securely locked.

Basis of Claims Settlement

(a) In respect of each article specified in the **Schedule**, We will pay the cost of:

(i) repair if that article is partially damaged,

(ii) replacement as new if an article is totally lost or destroyed, on condition that the repair or replacement is carried out.

However the sum paid will not in any event exceed the **Sum Insured** or any lower limit specified in the Policy.

(b) An indemnity settlement basis will be applied if

(i) claims are on clothing and furs.

(ii) You decide not to re-instate, repair or replace the lost and/or damaged item.

(c) In any article forms part of a pair or set, We will be liable only for the value of the article which has been lost or damaged, and not for any higher value the article may have as part of a pair or set.

(d) If the property insured shall at the time of any event giving rise to a claim under this Section be collectively of greater value than the **Sum Insured** in respect of it, then You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Each item insured under this Section other than **Valuation Produced** items shall be separately subject to this condition.

(e) The **Sum Insured** will not be reinstated for any article which has been totally lost or destroyed. If further insurance is required for replacement items, You must advise Us accordingly.

NOTE: The **Sum Insured** must represent the full value as new at the time of loss or damage. If it does not, payment will be made after deduction for wear, tear and depreciation.

SECTION III - DOMESTIC SERVANTS

Please refer to Your current Schedule to see if this Section has been selected.

Definitions of words applying to Section III

Domestic Servants means:

A person employed by You or any member of Your **Household** as a domestic servant at Your **Home**, provided that such person is not over 65 years of age.

Legislation means:

Workmen's Compensation (Cap 354), amendments and re-enactments of it and any regulations made under it.

We will Indemnify You or any member of Your **Household** against liability at law, if any **Domestic Servant** sustains bodily **Injury** by **Accident** or disease during the Period of Insurance, arising out of and in the course of their employment as a **Domestic Servant**, including liability under the Legislation to pay:

- (a) compensation,
- (b) claimants' costs and expenses,
- (c) all costs and expenses incurred with Our written consent,

as if such **Domestic Servant** were a "workman" as defined in the Legislation.

However, if We are obliged by the Legislation to pay an amount for which We would not otherwise be liable You must repay such amount to Us.

We will not pay for:

- (a) liability which attaches to You by virtue of an agreement and which would not have attached in the absence of such agreement.
- (b) any sum which You would have been entitled to recover from any party but for an agreement between You and such party.
- (c) any late payment surcharge for which You may become liable under the Legislation.

SECTION IV - PERSONAL LIABILITY

This Section is automatically included if Section I or V is in force

1. (a) Personal Legal Liability

We will pay up to S\$1,000,000 any one occurrence or series of occurrences arising from or attributable to one source or cause, in respect of which You or any member of Your **Household** become legally liable to pay in Your (or their capacity as as private individual or as occupiers of Your **Home** for accidental:

- (i) death, **Injury**, illness or disease of any person,
- (ii) loss or damage to property which neither belongs to, nor is in the charge or control of You or any member of Your **Household**,

occurring anywhere in the world during the Period of Insurance.

(b) Legal Costs

In addition, We will indemnify You against:

- (i) costs and expenses of litigation recovered by any claimant from You, or any member of Your **Household** and
- (ii) costs and expenses of legal defence incurred by You, or any member of Your **Household** with Our written consent.

We will not pay for:

Compensation or other costs arising from **Accidents** involving the following if owned by or in the charge of You or a member of Your family:

- (i) mechanically propelled vehicles (other than gardening implements) and any trailers or caravans attached.
- (ii) aircraft, marine craft or firearms other than sporting guns.

We will not pay for:

Liability for death, **Injury**, illness or disease or loss of or damage to property:

- (i) arising out of any deliberate or malicious act.
- (ii) arising out of Your own employment, business or profession, or that of any member of Your **Household**.
- (iii) suffered by anyone under a contract of service or employment with You or a member of Your family.
- (iv) arising out of a contract or agreement which would not have arisen in the absence of such contract or agreement.
- (v) arising out of use of any horse for the purpose of racing or polo.
- (vi) arising solely out of Your or Your **Household's** ownership of the **Building** or any other building.

- (vii) arising out of the ownership or possession of any land or building outside Singapore.
- (vii) fines, penalties, exemplary or punitive damages.

2. (a) Liability as a Tenant

We will pay up to S\$500,000 any one occurrence or series of occurrences arising from or attributable to one source or cause, in respect of which You as a tenant of Your **Home** become legally liable to pay for loss or damage to the:

- (i) **Building** or any part of the building not belonging to You but while under Your occupation.
- (ii) Contents, fixtures and fittings in the **Home** not belonging to You but in Your charge or control.

(b) Legal Costs

In addition, We will indemnify You against:

- (i) costs and expenses of litigation recovered by any claimant from You, or any member of Your **Household** and
- (ii) costs and expenses of legal defence incurred by You, or any member of Your **Household** with Our written consent.

We will not pay for:

- (a) the first S\$100 of each and every claim.
- (b) fines, penalties, exemplary or punitive damages.

We will not pay for:

Loss of or damage to property or **Injury**, illness or disease:

- (a) arising out of any deliberate act.
- (b) arising out of Your own employment, profession or business, or that of any member of Your family permanently living with You.
- (c) suffered by anyone under a contract of service with You or member of Your family.
- (d) arising out of a contract or agreement which would not have arisen in the absence of such contract or agreement.

SECTION V - BUILDINGS

Please refer to Your current Schedule to see if this Section has been selected.

1. Building

We will cover You against any unforeseen sudden accidental physical loss or damage to Your **Building** unless the cause is specifically excluded.

We will not pay for:

- (a) wear and tear.
- (b) mildew, rot, corrosion, rust, gradual deterioration.
- (c) loss or damage due to insects, vermin, domestic animals which You own or are in Your care, custody, or control.
- (d) breakdown and/or mechanical malfunction of machinery and electrical appliances and computer equipment.
- (e) inherent fault or defective workmanship, defective material or design.
- (f) consequential loss or damage of any kind.

- (g) loss or damage to electrical equipment and wiring caused by artificially generated electrical current.
- (h) loss or damage due to alterations or repairs involving the removal of structural support.
- (i) loss or damage caused by landslip or subsidence unless directly caused by flood, subject to an excess of S\$10,000 of each loss or damage.

This Section does not cover any expenses arising from loss or destruction or damage caused by pollution or contamination except destruction or damage to the property insured caused by pollution or contamination resulting from a peril insured against by this Section.

Excess

The first S\$100 of each and every claim under Section V unless specifically mentioned.

Limitation of Cover

If the **Buildings** are not occupied by You and Your **Household**, We will only pay for loss caused by fire, explosion, lightning, storm, flood, aircraft and other spatial devices or articles dropped from them, burglary, impact by land vehicle or horse or cattle, water discharged or overflowing or leaking from any water system or installation in or about the **Buildings**, loss or damage caused by landslip or subsidence to the extent provided, labour disturbance, riot and malicious act of any person other than You or Your **Household**.

Average Clause

In the event of under-insurance where the **Sum Insured** is less than 80% of full rebuilding costs at the time of loss or damage, the amount payable by Us under this loss or damage is the proportion which the **Sum Insured** bears to the total current rebuilding costs of the house so insured as at the time of the loss. You are considered as being Your own insurer for such under-insurance and shall bear a rateable proportion of the loss.

2. Buildings Fees and Costs

We will cover for:

- (a) fees, clearance and shoring up costs, incurred with Our prior consent,
- (b) Architects', Surveyors', Consulting Engineers' and Legal Fees which You have to pay to reinstate the **Buildings**,
- (c) the additional cost of reinstatement of the **Buildings** on the same or another site incurred in complying with Statutory Building Regulations,

following loss or damage insured by this Section, provided that such fees and costs together with the amount otherwise payable under this Section does not exceed the **Sum Insured on Buildings**.

We will not pay for:

- (a) fees charged for the preparation of any claim.
- (b) fees exceeding those authorised under the scale of the various Institutions and/or Bodies regulating such fees prevailing at the time of the destruction or damage.
- (c) costs incurred in complying with Regulations:
 - (i) under which notice has been served upon You prior to the loss or damage,
 - (ii) in respect of undamaged portions of the **Buildings**.

3. Accidental Damage to Fixtures and Fittings

We will pay up to the **Sum Insured on Buildings** for accidental damage to:

- (a) fixed glass, baths, bath panels, wash basins, pedestals, sinks, splashbacks, shower trays, bidets, toilet pans, toilet seats and toilet cisterns, all contained within Your **Buildings**.
- (b) service pipes and cables, for which You have accepted responsibility, which service Your **Buildings**.
- (c) fixed water pipes and tanks within Your **Buildings** caused by internal stress due to overheating or excessive water pressure. Provided that any sum paid under this item together with the amount otherwise payable under this Section does not exceed the **Sum Insured on Buildings**.

We will not pay for:

- (a) accidental damage occurring while Your **Buildings** remain **Unoccupied** for more than sixty (60) consecutive days.
- (b) damage which You are not legally liable to repair.
- (c) loss or damage resulting from corrosion, wear and tear or depreciation.

4. Alternative Accommodation or Loss of Rent

We will pay up to 15% of the **Sum Insured on Buildings** subject to a maximum of S\$50,000 for:

- (a) the necessary cost of reasonable alternative accommodation for You and Your **Household**,
- (b) loss of rent otherwise payable to You,

while Your **Buildings** remain uninhabitable due to damage to the **Buildings** by any cause covered by this Section of Your Policy.

Where a claim under Section I (5) and Section V (4) for alternative accommodation or loss of rent results from the same occurrence, this Policy will pay for the claim under the section with the higher limit.

5. Fire Extinguishing Expenses

We will pay up to 10% of the **Sum Insured on Buildings** subject to a maximum of S\$2,500 or the amount of the expenses whichever is lower for the cost of replenishment of fire fighting appliances kept in Your **Home**, if You have used them for extinguishing fire in Your **Home**.

6. Capital Additions

We will pay up to 10% of the **Sum Insured on Buildings** or S\$500,000 whichever is less for alterations, additions and improvements (but not appreciation in value in excess of the **Sum Insured**) to the **Buildings**, it being understood that You undertake to advise Us each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Note: This clause is only concerned with capital additions and is confined to **Buildings**, fixtures and/or fixed plant and machinery.

7. (a) Property Owner's Liability

For legal liability incurred by You by reason of Your ownership but not occupation of the **Buildings** caused by any defect in the **Buildings** which results in accidental:

- (i) death, **Injury**, illness or disease of any person.

- (ii) loss or damage to property which neither belongs to or is in the charge or control of You or any member of Your **Household**.

The maximum limit We will pay under this Section V item 7 for all sums payable to any claimant or any number of claimants in respect of or arising out of any 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 is S\$1,000,000.

Where claim(s) are made under Section IV and this Section V item 7 of the Policy in respect of any 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 the maximum limit We will pay remains S\$1,000,000.

(b) Legal Costs

In addition, We will indemnify You against:

- (i) costs and expenses of litigation recovered by any claimant from You.
- (ii) costs and expenses of legal defence incurred by You with Our written consent.

Cover under this item 7 is subject to the terms, conditions and exceptions of this Policy, including the following:

Special Condition

You shall at all times see that the **Buildings** are kept in good repair and if any defects be discovered by complaints from tenants or otherwise, You must cause such defects to be made good without delay and in the meantime cause such temporary precautions to be taken as the circumstances may require.

So far as is reasonable, no alteration or repair shall without the consent of the **Company** be made to the **Buildings** after the **Accident** has occurred until the **Company** has had the opportunity of inspecting it.

We will not pay for:

- (a) Loss of or damage to property of for **Injury**, illness or disease:
 - (i) arising out of any deliberate act.
 - (ii) arising out of Your own employment, profession or business or that of any member of Your **Household**.
 - (iii) suffered by anyone under a contract of service with You or a member of Your family.
- (b) Liability arising out of any contract or agreement which would not have arisen in the absence of such contract or agreement.
- (c) Fines, penalties, exemplary or punitive damages.

Basis of Claims Settlement

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. The **Sum Insured** on **Buildings** must represent the rebuilding cost at the time of the loss or damage. If it does not, then payment will be made after deduction for any wear and tear or depreciation.

We will not pay, in addition, any reduction in market value.

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

The **Sum Insured** on **Buildings** will be reinstated automatically from the date of notification of any claim under this Section subject to the payment of an additional premium.

NOTES

1. Maintenance

Your Policy does not cover You for the cost of gradual deterioration – it is not a maintenance contract. Your cover is conditional upon You keeping Your property in good order and taking reasonable steps to avoid loss or damage.

2. Sums Insured

You must ensure that Your **Sums Insured** are kept up to date. If You extend or make improvements to Your **Home** You will increase its rebuilding costs, so remember to increase Your **Sum Insured**.

GENERAL EXCEPTIONS

(Applicable to the whole Policy)

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

1. Political Risks Exclusion

This insurance does not cover loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:

- (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 the **Company** is not relieved of any liability to the **Insured** 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 in any action suit or other proceeding where the **Company** alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the **Insured**.

2. Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith;

- (a) In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (iv) 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

- (v) any chemical, biological, bio-chemical, or electromagnetic weapon.

3. War and Terrorism Exclusion

The insurance by this policy excludes:

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(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 (a) or (b) above.

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

4. Cyber Primary Exclusion

This Policy does not cover

(a) **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

(b) **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" 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, volcano, freeze or weight of snow.

"Virus or Similar Mechanism" means program code, programming instruction of 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.

5. Cyber Liability Exclusion

(Applicable to Personal Liability Section Only)

It is hereby understood and agreed that this Insurance shall not indemnify the **Insured** in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the **Insured's** own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

6. Asbestos Exclusion

(Applicable to Personal Liability Section Only)

This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

(a) asbestos, or

(b) 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.

7. Asbestos Exclusion

(Applicable to Domestic Servants Section Only)

This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

(a) asbestos, or

(b) 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.

This exclusion shall only apply to the liability of the **Insured** which attaches under Common Law.

8. Sonic Bangs

Pressure waves caused by aircraft or other aerial devices.

9. **Consequential loss or damage of any kind** unless specifically provided for otherwise in the Policy.

10. **Pollution or Contamination** except to the extent expressly provided.

11. **Any unexplained loss or mysterious disappearance.**

12. Deliberate Acts

Deliberate acts by You or any of the adult members of Your **Household**.

If We allege that by reason 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.

13. 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

(a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

(b) 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

- (i) 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
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) 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

- (a) Section I : Home Contents
- (b) Section II : Special Possessions
- (c) Section V : Buildings

This general exception does not apply in respect of any of the following sections, if provided by this Policy

- (a) Section III : Domestic Servants
- (b) Section IV : Personal Liability

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.

CLAIM CONDITIONS

(Applicable to the whole Policy)

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:
 - (a) the fact that any insured property has been lost outside Your **Home**,
 - (b) loss or damage caused by theft, rioters or malicious persons.

You may also have an obligation to notify the police in certain circumstances if You are involved in a road **Accident**.

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:
 - (a) to take over and deal with in Your name or that of any member of Your **Household** the defence or settlement of any claim made under this Policy.
 - (b) to pay to You or Your **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. If at the 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 not be liable for more than its rateable proportion thereof.
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 to take and keep possession of the property insured and to deal with salvage in a reasonable manner. No property shall however be abandoned to the **Company**.
14. If there is any dispute as to the liability and/or amount to be paid under this Policy, such dispute shall be determined by arbitration in accordance with the statutory provisions on arbitration in that behalf for the time being in force. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the dispute shall not within twelve (12) months from the date of disclaimer of liability or date of rejection of the offer made have been referred to arbitration under the provisions of this Policy, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable as provided for under the Terms of this Policy.

15. If an action or suit is not commenced within twelve (12) months after the arbitration award is made under Condition 14 of this Policy, the **Company** shall not be liable for such claim under this Policy and such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable against the **Company**.

Any other person entitled to claim the benefit of this Policy must also observe its terms and conditions.

GENERAL CONDITIONS

(Applicable to the whole Policy)

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, including in particular:

- (a) the securing of all doors, windows and other means of entrance,
- (b) the prevention of bodily **Injury** and loss of or damage to the property by others,
- (c) at all times acting with due care and attention as if the Policy were not in force,
- (d) complying with all statutory obligations

3. Notifications

You must notify Us immediately if:

- (a) there is any change of address of Your permanent residence,
- (b) Your **Home** is loaned or let while You and Your **Household** are living elsewhere for more than sixty (60) consecutive days,
- (c) any change shall be made in Your premises, or the duties of any member of Your **Household** whereby the risk of loss, damage or **Accident** is increased,
- (d) Your interest ceases, unless the cessation is brought about by will or operation of law,
- (e) You are declared bankrupt.

4. Cancellation

You may cancel this Policy at any time by seven (7) days' notice in writing. We may cancel Your Policy or any Section by sending seven (7) days' notice by recorded delivery letter or registered letter to Your last known address. Any return of premium will depend on how long the Policy has been in force and whether any claims have been made.

5. Jurisdiction

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

6. 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.

PAYMENT BEFORE COVER WARRANTY

(Applicable to Policy issued to an individual)

1. The premium due must be paid to the **Company** (or the intermediary through whom this Policy was effected) on or before the inception date or the renewal date of the coverage. Payment shall be deemed to have been effected to the **Company** or the intermediary when one of the following acts takes place:
 - (a) Cash or honoured cheque for the premium is handed over to the **Company** or the intermediary;
 - (b) A credit or debit card transaction for the premium is approved by the issuing bank;
 - (c) A payment through an electric medium including the internet is approved by the relevant party;
 - (d) A credit in favour of the **Company** or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to the **Company** (or the intermediary through whom this Policy was effected) on or before the inception date or the renewal date, then the insurance 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 has not attached.
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 and the cover shall be treated as if never put in place.

USEFUL PROCEDURES

1. Making a Claim

Report your claim to us and send us a completed claim form together with all supporting documents. Information requested on the claim form includes the claimant's personal particulars, contact details and policy number. You should also include a brief description on the claim and particulars of other persons or witnesses involved, if applicable. Refer to our website for details.

2. Your Feedback Channels

If you have feedback or comments on our service, tell us about it. Our Service Quality Team will acknowledge receipt of your feedback within one (1) working day and give you a final reply within seven (7) working days. Refer to our website for details.

POLICY OWNERS' PROTECTION SCHEME

This Policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for Your Policy is automatic and no further action is required from You. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact Your insurer or visit the GIA / LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

IMPORTANT - The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.

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