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# SUMO

## INSURANCE POLICY

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**WHEREAS** the Insured named in the Schedule by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to MSIG Insurance (Singapore) Pte. Ltd. (hereinafter called the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium for the period stated in the Schedule or any subsequent period for which the Company shall agree to accept a renewal premium in consideration for such insurance.

**NOW THIS POLICY WITNESSETH** that the Company agrees subject to the Terms, Exception, Limits and Conditions contained in or endorsed on this Policy to indemnify the Insured in the manner and to the extent provided for in the respective Sections of this Policy during the Period of Insurance stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy.

### **PROVIDED THAT**

1. This Policy shall only be operative to the extent that the relevant Sections and individual items thereof in respect of this Insurance are specified as in force in the Schedule.
2. The liability of the Company under each Section of this Policy during any one Period of Insurance shall in no case exceed the Sum Insured in respect of each Section or item thereof as stated in the Schedule, less the first amount of any claim specified in the Schedule as the Excess.

Provided further that the due observance and fulfillment of the Terms, Exception, Limits and Conditions of this Policy and any endorsement forming part of the Policy, in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## A GUIDE TO THE POLICY

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## THE BENEFITS

### SECTION 1 – ALL RISKS

The Company will indemnify the Insured by payment or at the Company's option by repair or replacement against accidental loss of or damage to the property specified in the Schedule (hereinafter called the "Property") which includes glass, blinds and signs belonging to the Insured or for which the Insured is legally responsible occurring during the Period of Insurance while in the Insured's premises described as the "Situation", subject to the Sum Insured as stated in the Schedule.

#### Definition Of Glass, Blinds and Signs

Fixed glass in windows, doors, partitions, shop front, showcases including fixed mirrors for which the Insured is responsible but excluding the frames, frameworks and/or fixtures. The glass insured is considered as plain and/or tempered and or ordinary glazing quality and without embossing, silvering, lettering, bending or ornamental work of any kind.

#### Extensions to Section 1

##### 1. Automatic Increase for Sum Insured on Stock-In-Trade

The Sum Insured for stock-in-trade declared in the proposal shall automatically increase by 20% for fourteen (14) days immediately prior to Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day.

##### 2. Loss of Rental

The Company will indemnify the Insured for loss actually incurred by the Insured in respect of Rent if the insured Building(s) or any part of such Building(s) are rendered unfit for occupation in consequence of any of the insured perils. The amount payable shall not exceed such proportion of the sum insured on Rent as the necessary period of non-occupancy bears to the terms of Rent insured, it being agreed that the period of non-occupancy shall be limited to the actual period of reinstatement.

### 3. Land Transit

This Policy extends to cover inland transit anywhere within Singapore subject to S\$5,000 any one conveyance (excluding transits specifically insured under a marine cargo policy).

Excess: S\$150 each and every claim

#### Exceptions Applicable to Section 1

The indemnity provided by this Section shall not apply to nor include:

1. loss or damage to any curiosities, work of art, bullion, precious metals, stones, watches, jewellery or fur;
2. loss or damage to money, securities for money, stamps, cash cheques, postal notes, money orders, deeds, bonds, promissory notes, or bills of exchange unless specifically insured herein;
3. loss or damage to books of account, other business books or computer system records;
4. loss or damage to documents of title to property, contracts or other documents, manuscripts, plans, patterns, moulds, models or design;
5. loss or damage to animals, standing timber or growing crops;
6. loss or damage arising from detention, confiscation, destruction or requisition by Customs House or other Officials or Authorities;
7. loss or damage occurring while the Property is in transit;
8. loss or damage arising from wear and tear, gradual deterioration, depreciation, moth vermin, any process of cleaning or restoring or action of light, atmospheric or climatic conditions (other than lightning);
9. loss or damage arising from mechanical or electrical breakdown or mechanical derangement other than loss destruction or damage caused by lightning or fire;
10. the cost of replacing defective or faulty materials, failure of design or fault, defect or omission in design, plan or specification
11. loss resulting from shortages in the supply or delivery of materials;
12. loss resulting from unexplained or mysterious disappearance or shortage revealed at any periodic stocktaking or inventory or shortage due to clerical or accounting error.
13. shrinkage, evaporation, loss of weight, contamination, change in flavor, colour or texture of finish;
14. breakage of glass resulting from cracks of the plate glass for which the Company had not been notified in writing;
15. glass which was in any way defective at the time cover was effected;
16. breakage of glass occurring while the plate glass is in transit, or while it is being affixed or removed or during the course of installation or alterations;
17. breakage of plate glass, directly or indirectly, occasioned by or happening through or in consequence of the wilful act, procurement, connivance or assistance in anyway whatsoever of the Insured, any member of the Insured's household or any partner, director or employee of the Insured;



18. breakage of plate glass due to dilapidation of frames or frameworks;
19. the cost of removing or replacing fixtures or fittings containing the plate glass;
20. Breakage or Damage of glass arising:
  - a) from repairs or alternations to the Premises
  - b) in Unoccupied Premises
21. superficial damage of plate glass by scratching or window slashing unaccompanied by actual breakage through the entire thickness of the plate glass.
22. flood and water damage for the first \$1,000 of each and every loss
23. the first amount of each and every loss or damage described in the Schedule as the Excess.

#### **Special Condition to Section 1**

1. Pairs or set  
Where any item of the Property Insured consists of articles in a pair or set the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair or set nor more than a proportionate part of the Sum Insured of the pair or set.
2. The Company shall not be liable for any loss or damage to the Property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Policy not been effected.

#### **SECTION 2 – BUSINESS INTERRUPTION**

Following interruption to the Insured's Business as described in the Schedule as a result of contingencies Covered in Section 1, the Company will indemnify the Insured for:

##### **1. Increased Cost of Working**

The increase in cost of working resulting from the interruption, which is necessarily and reasonably incurred by the Insured during the indemnity period with the objective of maintaining during such period a turnover not exceeding that of the corresponding period in the twelve (12) months immediately preceding the damage

Provided that

- a) Our liability shall not exceed the total sum insured specified in the Policy Schedule;
- b) We shall have the benefit of any saving in expenditure as the result of the damage.

##### **2. Cost of Recompiling Records**

The cost of materials together with the cost of clerical labour and computer time expended in reproducing such records (but not for the value to the Insured of the information contained herein) up to a maximum of sixty (60) days or the sum insured specified in the Schedule whichever is the lesser.



### Period of Indemnity

The period of indemnity shall begin from the time of the occurrence of the damage and continues so long as the Business is interrupted by the damage up to a maximum of one hundred (100) days.

### Extensions to Section 2

#### 1. Increased Cost of Working following electronic equipment interruption

The Company hereby agrees with the Insured that if material damage indemnifiable under Section 1 of this Policy gives rise to a total or partial interruption of operation of the EDP equipment, the Company will indemnify the Insured for any additional expenditure incurred for the use of substitute EDP equipment not covered under this Policy up to an amount of S\$20,000 provided always that such interruption occurs during the Period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. The overall Company's liability under this section shall not exceed the total sum insured specified in the Policy Schedule

The Company shall not indemnify the Insured in respect of interruption directly or indirectly caused by or arising from

- a) programming or operator error, Virus or Similar Mechanism or Hacking;
- b) restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment Insured;
- c) the necessary funds not being available to the Insured in time for repairing or replacing damaged or destroyed equipment.

### Exceptions Applicable to Section 2

The Company shall not be liable in so far as the interruption loss is increased:

- 1. by extraordinary events taking place during the interruption;
- 2. by restriction imposed by the authorities on the reconstruction or operation of the Insured's Business; or
- 3. due to the Insured's lack of sufficient capital for timely restoration or replacement of property destroyed damaged or lost.

## SECTION 3 – MONEY

The Company will indemnify the Insured in the event of loss of **Money** occurring during the Period of Insurance whilst

- 1. in the Insured's premises described in the Policy Schedule under **Money** as the "Situation", provided
  - a) **Money** is kept in a locked safe, strongroom, cash register, drawer, or other depository after business hours and the safe, strongroom, cash register, drawer or other depository containing the **Money** shall be kept locked at all times after business hours; and
  - b) The keys of the safe, strongroom, cash register, drawer or other depository shall at all times be kept in the personal custody of the Insured or a responsible official or employee of the Insured and that the holder of the keys shall remove the keys from the premises described in the Policy Schedule under Money as the "Situation" whenever the premises are closed or left unattended.

2. in transit anywhere in Singapore except in the course of post.

**"Money"** in this Section shall mean cash, bank and currency notes, cheques, postal orders, current postage stamps, unexpired units in franking machines, credit card and sales vouchers belonging to the Insured or for which the Insured has accepted responsibility.

The liability of the Company under this Section for any one loss shall not exceed the Limits of Liabilities specified in the Policy Schedule under Money.

### Extensions to Section 3

#### 1. Money Kept in Private Residence

It is hereby declared and agreed that this policy extends to cover loss of money whilst being kept overnight for safe keeping at the private residence of any of the Insured's proprietor /partner/director after business hours subject to a limit of S\$5,000.

#### 2. Personal Accident benefits following robbery/hold up

This Section extends to cover up to two (2) employees of the Insured within the age limit of sixteen (16) and seventy-five (75) years inclusive should they sustain bodily injury caused by armed robbery/hold-up or any attempt thereat arising out of and in the course of employment and which injury shall solely and independently of any other cause result in the employee's death or disablement the Company will subject to the terms exclusions conditions and provisos of this Section pay to the Insured compensation in accordance with the Table of Benefits up to a maximum Sum Insured of S\$5,000 per employee.

Table of Benefit	Sum Insured (Per Employee)
1. Death occurring within 12 calendar months of the happening of the physical Injury	S\$5,000
2. Loss of Limbs or Eyes occurring within 12 calendar months of the happening of the Physical Injury.	S\$5,000
3. Permanent Total Disablement occurring within 12 calendar months of the happening of the Physical Injury.	S\$5,000
4. Temporary Total Disablement (payable up to a maximum of 104 weeks)	S\$50 per week
5. Incurred medical expenses	S\$125 maximum limit per occurrences
6. Damage to clothing or Personal Effects	S\$250 per person

All the above occurring within three (3) months of bodily injury as aforesaid.

#### Special Provisos to this Extension

1. No employees of the Insured shall be entitled to compensation under more than one of the benefits 1, 2 or 3 in the Table of Benefits in respect of the same accident or of the same period of time. No further liability in respect of any one employee to make any payment shall attach to the Company after a claim under any one of the Benefits has been admitted and become payable.
2. No benefits shall be payable for death or disablement consequent upon any pre-existing physical or mental defect or infirmity or pregnancy or childbirth.
3. All sums under benefit 4 shall be deducted from any sum which may subsequently be paid under benefits 1, 2 or 3 in respect of the same Physical Injury.



4. Upon payment of any claim under benefits 1, 2 or 3 all further liability of the Company shall cease in respect of that person.

#### **Special Conditions to this Extension**

1. All certificates information and evidence required by the Company shall be furnished at the expense of the insured's employee or his legal personal representative and shall be in such nature as the Company may prescribe.
2. The insured's employee as often as required shall submit to medical examination on behalf of the Company at its own expenses in respect of any alleged bodily injury. The Company shall in case of the death of any of the insured's employee be entitled to have a post mortem examination at its own expense.

#### **Exceptions Applicable to Section 3**

The Company shall not be liable in respect of

1. shortages of **Money** due to error or omission in receipts, payments, or accounting.
2. loss due to fraud or dishonesty of any partner, director or employee of the Insured.
3. loss from any unattended vehicle.
4. loss arising from depreciation in value or due to dishonored cheques.
5. loss from gaming, amusement, vending machines or public telephones.
6. loss arising from business operation or transaction.
7. loss of **Money** entrusted to any person other than the Insured or any partner, director, or employee of the Insured.

#### **Conditions Applicable to Section 3**

##### **1. Loss Notification**

The Insured shall take all reasonable precautions for the safety of the **Money** and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Section shall:

- a) give notice to the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering the **Money**;
- b) give notice thereof to the Company in writing and within seven (7) days thereafter deliver to the Company a claim in writing and supply all such detailed proofs and particulars as may be reasonably required.

In no case shall the Company be liable for any loss not notified to the Company within ten (10) days after the event.

##### **2. Keeping of Records**

A proper record shall be kept in the books of the Insured of all the **Money** (including the names of all employees and the amount of wages salaries or other earnings paid to them). The Insured shall at all times allow the Company to inspect such books and within one month (1) from the expiry of the Period of Insurance shall supply the Company with a correct statement of all the **Money** in transit during the said period. A proper record shall also be kept of all **Money** in the safe(s) or strongroom(s) and in places other than the safe(s) or strongroom(s).

## **SECTION 4 – WORK INJURY COMPENSATION**

(This Section is in force only if specified in the Schedule)

This Section (hereinafter called the 'Section') is issued in accordance with the wordings of an approved policy under the Work Injury Compensation Act 2019.

### **Interpretation**

1. References to "Act" in this Section mean the Work Injury Compensation Act 2019, as may be amended from time to time.
2. References to "the Legislation" in this Section mean the Work Injury Compensation Act 2019 and any regulations made thereunder, as may be amended from time to time.
3. Words used in the Section have the meanings given by the Legislation.
4. References to "Terms of this Section" mean any terms, exceptions, conditions and warranties, and any memorandum if applicable, contained in or endorsed on this Section, which are consistent with the compulsory terms prescribed under the Act.
5. The Insured refers to each insured specified in the Schedule, including the Policyholder, that is participating in the insurance plan under this Section.
6. The Policyholder refers to the party executing the contract for itself and on behalf of all other Insured specified in the Schedule.
7. The Insured's risk profile is the risk of accident or disease to any employee in the Insured's employment, taking account of the Insured's workforce, payroll numbers and other material information required to be stated in the Schedule.
8. References to "Relevant Injury" in this Section mean death or personal injury:
  - a) sustained by an employee that is caused by an accident that
    - i) arises out of and in the course of the employee's employment with the Insured; and
    - ii) occurs during the Period of Insurance; or
  - b) that results from a disease contracted in the circumstances mentioned in section 10(1) of the Act in respect of the employee's employment with the Insured during the Period of Insurance.
9. References to "the employee's employment with the Insured" in this Section include work done by the employee for another person while the employee's services are temporarily lent or let on hire by the Insured to that other person (as mentioned in section 3(2) of the Act).
10. References to "earnings" have the meaning given by the Act.

Under the Act, "earnings" means all remuneration payable to an employee in respect of work done under the Employee's contract of service, and includes:

- a) privileges or benefits capable of being estimated in money and productivity incentive payments.
- b) the value of any food or quarters supplied to the employee by the employer, if as a result of the accident the employee is deprived of such food or quarters; and



- c) overtime payments or other special remuneration for work done, whether by way of bonus, allowance or otherwise, if of constant character or for work habitually performed.

but does not include the following amounts:

- d) travelling allowances.
- e) payments for any travelling concessions.
- f) contributions paid by the employer towards any pension or provident fund for the employee.
- g) payments to the employee to cover any special expenses incurred by the employee by reason of the nature of the employee's employment.

11. References to "Estimated Annual Earnings" in this Section mean an amount, not less than the Past Annual Earnings of the Insured, declared by the Insured to be an estimate of the total earnings to be paid by the Insured (as well as by other employers and known to the Insured) during the twelve (12) months starting on the commencement date of the Section.

12. References to "Past Annual Earnings" in this Section mean the total of the monthly earnings paid by the Insured (as well as by other employers and known to the Insured) during the twelve (12) months immediately before the commencement date of the Section.

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

**NOW** if any employee described in the Schedule in the Insured's employment has a Relevant Injury the Company will, subject to the Terms of this Section, indemnify the Insured against all sums that the Insured shall be liable to pay under the Legislation in respect of that employee and will in addition pay all costs and expenses incurred by the Insured with the written consent of the Company.

**IN THE EVENT** of the death of the Insured the Company will indemnify the Insured's legal personal representatives in accordance with the Terms of this Section in respect of liability incurred by the Insured provided that such personal representatives shall observe, comply with, fulfil and be subject to the Terms of this Section as though they were the Insured in so far as the Terms of the Section can apply.

**PROVIDED ALWAYS** that:

1. In the event of any change in the Legislation the Company reserves the right to cancel this Section in accordance with Condition 10 of this Section or allow the Section to remain in force and charge reasonable additional premium therefor.
2. The contents of the Proposal are deemed to be representations, not warranties, but where there is fraudulent non-disclosure or misrepresentation of the Business or Job Category or Category of Employee in the Proposal, the Company may avoid the contract and refuse all claims.

#### **Applicable Law and Jurisdiction**

1. This Section is governed by the laws of the Republic of Singapore.
2. The indemnity under this Section does not apply in respect of judgments delivered by or obtained from a court or tribunal of a jurisdiction outside Singapore.



## **Recovery from Insured**

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

## **Extension to Section 4**

### **Common Law**

It is hereby understood and agreed that this Policy is extended to cover Insured's liability at Common Law, for Relevant Injury sustained by any employee described in the Schedule. The Company's liability in respect of Common Law claims shall be limited to S\$10,000,000 for any one claim or series of claims arising out of one event.

### **Special Exceptions and Conditions**

This clause is applicable to all Clauses/Endorsements providing additional coverage beyond the compulsory terms of the approved policy prescribed by the Work Injury Compensation Act

The Company shall not be liable in respect of:

1. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
2. the Insured's liability to employees of contractors engaged by the Insured.
3. any employee of the insured who is not an "employee" within the meaning of the Legislation.
4. any injury to any employee of the Insured resulting from an accident if it is proved that the injury to the employee is directly attributable to the employee having been at the time thereof under the influence of alcohol or a drug not prescribed by a medical practitioner.
5. any incapacity or death resulting from a deliberate self injury or the deliberate aggravation of an accidental injury.

In addition, the following conditions will apply:

1. If at the time any claim arises under the Clauses/Endorsements there be any other insurance covering the same liability the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance.
2. At any time after the happening of any accident or disease giving rise to a claim or series of claims under the Clauses/Endorsements the Company may pay to the Insured the full amount of the Company's liability and relinquish the conduct of any claim defence or proceedings and the Company shall not be responsible for any damage loss or liability alleged to have been caused to the Insured in consequence of any alleged act or omission of the Company in connection with such claim defence or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
3. Coverage afforded under the Clauses/Endorsements may cease:
  - a) where there is a non-disclosure of any material fact which an Insured could reasonably be expected to have disclosed, or a deliberate or negligent misstatement of any material fact;
  - b) where the Insured causes a fraudulent claim to be brought;
  - c) where the Insured breaches any obligation under the Conditions of this Policy.

#### **Exceptions Applicable to Section 4**

The Company shall not be liable in respect of

1. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
2. any 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.
3. any liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:
  - a) nuclear weapons material; or
  - b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the

combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.

Provided that this Section does not exclude any liability caused by or contributed to, by or arising from radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

4. any liability directly or indirectly caused by, arising out of or in any way connected with any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose the Company, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Singapore, the European Union, Japan, Switzerland, United Kingdom, or United States of America;
5. any claims based upon or arising out of asbestosis and mesothelioma.

#### **Conditions Applicable to Section 4**

1. In so far as it is not prohibited by the Legislation, the Insured shall at all times observe, comply with and fulfil the Terms of this Section.
2. The Policyholder warrants and shall be deemed to have the authority to enter into this insurance either as principal or where applicable as agent of all other Insured where applicable. The Policyholder also warrants and is deemed to have been authorised by all other Insured under this Section to make such declarations or disclosures as the Company requires on their behalf.

On receipt of this Policy, the Policyholder must provide a copy of the Policy and the Schedule to all other Insured to be insured by the Company under this Section, and all Insured that are insured by the Company under this Section will be deemed to have consented to the Terms of this Section.

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



Insured's employment and at the latest within fourteen (14) days from the date of the change. The Insured must, in addition, specify in the notice the changes in the Business or Job Category or Category of Employee and the date of the change.

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

10. The Company may cancel this Section by giving fourteen (14) days' notice by registered letter to the Insured at his last known address; and provided no claim has arisen during the period during which the Section had been in force the Company will return to the Insured the premium paid less the actual premium payable for the period during which the Section had been in force subject to a minimum premium payment of S\$50 by the Insured.

The Insured may cancel this Section by giving seven (7) days' written notice to the Company and provided no claim has arisen during the period during which the Section had been in force the Insured shall be entitled to a return of premium paid less the actual premium payable for the period during which the Section had been in force subject to any adjustment of premium required by the Terms of this Section and subject to a minimum premium payment of S\$50 by the Insured.

11. Any dispute arising out of or in connection with this Section, including any question regarding its existence, validity, or termination, shall be referred to arbitration in accordance with Singapore arbitration laws. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator to be appointed by parties jointly, or, failing parties' agreement on the arbitrator, appointed by the Singapore International Arbitration Centre. The language of the arbitration shall be English. The making of an award by the tribunal as herein before specified shall be a condition precedent to any right of action against the Company.
12. A person that is not a party to this Section shall have no right under the Contracts (Rights of Third Party) Act to enforce any of its terms.

#### **Data Governance**

1. The Insured agrees and gives consent for the Company to verify the following information about the Insured with governmental or regulatory authorities, for the purposes of processing, underwriting, administering and managing this Section with the Company:
  - a) workforce size and aggregated payroll for all, or any class of employees;
  - b) number of compensation cases and amount of work injury compensation paid or payable for all, or any class of employees.
2. The Insured also consents to the collection, use, disclosure and dissemination of all information (including but not limited to information provided by the Insured related to this Section to the Insured's insurance intermediaries and the Company's authorised agents and service providers) for purposes relating to or incidental to the Insured's claims under this Section or in accordance with the Legislation.

#### **Premium Adjustment and Declaration of Earnings**

1. The premium payable by the Insured shall be based on the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.
2. If the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance differs from the total amount on which the premium was calculated at the commencement of this Section, the difference in the premium shall be met by an additional payment or by a refund as the case may be, subject

to a minimum premium payment of S\$50 by the Insured.

3. For the purpose of the premium adjustment, the Insured shall keep and maintain a proper record of the name and full personal particulars of every employee in the Insured's employment together with the amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance and the Insured shall at all times allow the Company to inspect such records.
4. The Insured shall without demand and within a month after the expiry date or termination of this Section, furnish the Company an account of all earnings paid by the Insured (as well as by other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.

#### **Under Insurance and Average Condition**

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

#### **Premium Payment Warranty**

1. Despite anything in this Section but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Section was effected) within 60 days of the commencement date of the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Section was effected) within the 60-day period referred to above, then:
  - a) the cover under the Section, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;
  - b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Section was effected) within the period of insurance.

#### **No Avoidance of Compulsory Terms**

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



## SECTION 5 – PUBLIC LIABILITY

The Company will indemnify the Insured against

1. all sums which the Insured shall become legally liable to pay as damages for compensation in respect of

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

arising from the Business and occurring within the Geographical Limits during the Period of Insurance as specified in the Policy Schedule;

**PROVIDED THAT** the Company shall not be liable to pay more than the Limit of Liability.

2. all costs and expenses of litigation

- a) recovered by any claimant against the Insured;
- b) incurred by the Insured with the written consent of the Company.

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Section applies.

### Limit of Liability

The liability of the Company under Section 5 above 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 attributed to one source or original cause shall not exceed the Limit of Liability for Any One Occurrence stated in the Schedule.

The total aggregate liability of the Company for all occurrences during the Period of Insurance shall not exceed the Limit of Liability for Any One Period stated in the Schedule.

### Limit of Liability (All Extensions)

It is understood and agreed that notwithstanding the application of various extension clauses, the liability of the Company under Section 5 shall not be thereby increased beyond the Limit of Liability as specified in the Schedule.

### Extension to Section 5

#### 1. Food & Drinks

It is declared and agreed that the indemnity expressed in this Policy shall extend to include liability in respect of accidental injury caused by or arising as a direct consequence of anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any kind caused by, or foreign or deleterious matter in food or drink sold or supplied by the Insured in the Business at the Situation named in the Schedule.

- a) For the purposes of this extension the word "injury" wherever used in this Extension shall be deemed to include illness.
- b) the liability of the Company under this extension shall not exceed S\$250,000 for any one occurrence or for any one Period of Insurance.

## **2. Treatment Risks (Applicable to Hairdresser and Beauty Saloon)**

The Indemnity expressed in this section shall extend to include liability in respect of accidental bodily injury or damage to property caused by or in connection with covered services of the hairdresser's or beauty treatment rendered by Insured in the course of the Business during the period of insurance. Provided that the liability of the Company under this endorsement shall not exceed a limit of S\$50,000 for any one occurrence and in the aggregate.

The covered services of Hairdresser's or Beauty Treatment are defined as follows:

- a) colouring, tinting, dyeing, perming or specialist treatments to the hair or scalp;
- b) the application of cosmetics;
- c) pedicures, manicures, and nail extensions;
- d) facials including washes, cleaning, ionisation and steaming treatments;
- e) body wrapping, brushing and exfoliation and Alexander technique;
- f) bleaching of body hair, biochemics, application of tanning creams, sprays and oils;
- g) ear or nose piercing using a stud gun method;
- h) cellulite treatment, colour therapy and crystal therapy;
- i) eyebrow and eyelash shaping and tinting;

### **Provided always;**

- a) The instrument(s) used for any of the covered services meet(s) the specified safety standards set out in the Consumer Protection (Safety Requirements) Registration Scheme managed by SPRING Singapore and that any treatment under such covered services does not involve the breaking of or abrasion of the skin.
- b) Hairdresser's Treatment shall not be carried out by any person with less than two years' continuous service as a hairdresser or apprentice hairdresser except under the constant and direct supervision of a fully qualified person. Beauty Treatment shall not be carried out by any person with less than 6 months continuous service as a beauty therapist or an apprentice beauty therapist except under the constant and direct supervision of a fully qualified person.
- c) the Insured shall not use any hair dye or other preparation where the makers or vendors of the preparation have issued a warning that it might be harmful without first notifying the customer of this fact and (except as provided in paragraph (d) below) applying such tests as may be necessary or as may be required or recommended by the makers or vendors before undertaking the treatment. In the event of any test on a customer proving unsatisfactory the Company shall be under no liability in respect of any claims attributable to the use of such hair dye or preparation on the customer other than as a result of such test.
- d) where a particular dye or preparation has been applied by the Insured within the previous three months to an individual customer without ill effect the Insured may at the request of the customer dispense with the test recommended or required by the makers or vendors provided that the Insured shall obtain from the customer a signed disclaimer relieving the Insured from all liability for any injury or ill effects which might follow upon the use of the dye or preparation.
- e) at the time of sale of hair dyes or preparations, the Insured shall supply to their customers a printed copy of the "Instructions for Use" as supplied by the makers or vendors.



### Exceptions Applicable to Section 5

The indemnity provided by this Section shall not apply to

1. liability in respect of bodily injury to or illness of any person or loss of or damage to property which results from a deliberate act or omission of the Insured which could reasonably have been expected having regard to the nature and circumstances of such act or omission;
2. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement;
3. liability in respect of injury illness disease loss or damage caused by or in connection with or arising from accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring;
4. liability in respect of injury to or illness or disease of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness or disease arising out of and in the course of the employment of such person by the Insured or in respect of any sums payable by the Insured under legislation relating to occupational injury or illness or disease or to any person who is a member of the Insured's family ordinarily residing with the Insured.
5. any liability arising directly or indirectly from:
  - a) mining, processing, transporting, distributing or storing asbestos;
  - b) manufacturing or processing materials containing asbestos;
  - c) any process of decontamination, treatment or control of asbestos;
  - d) the presence of asbestos in any building or structure;
  - e) pollution or contamination.
6. liability in respect of loss of or damage to property
  - a) belong to; or
  - b) held under a hire purchase or conditional purchase agreement by; or
  - c) hire, leased, rented or lent to; or
  - d) under the charge or under the control of the Insured or any servant or agent of the Insured whilst in the course of his duties as such or any member of the Insured's family ordinarily residing with the Insured.

Provided that damage caused to any motor vehicle or push cycle whilst on the Insured's business premises (not being a motor vehicle or push cycle owned by the Insured or any member of the Insured's family ordinarily residing with the Insured) and belonging to or in the charge or under the control of any servant or agent of the Insured in his private capacity is not excluded by this Exception.

  - e) Being that part of any property goods land building or structure on which the Insured or any servant or agent of the Insured is or has been working if such damage is caused directly by the process of treatment alteration repair or construction of that part of such property goods land building or structure.
7. liability in respect of death or bodily injury including illness of any person or loss of or damage to property caused by or in connection with or arising from

- a) the ownership or possession or use by or on behalf of the Insured of any trailer or mechanically propelled vehicle not specified in the Schedule under the heading of Plant provided that liability in respect of the loading and unloading or collection of goods to or from such trailer or mechanically propelled vehicle (insofar as liability is not covered by any vehicle insurance) is not excluded under this Policy.
  - b) the ownership or possession of or use by or on behalf of the Insured of any lift elevator escalator crane power hoisting machine (other than conveyor belt systems) or for the maintenance of which the Insured is responsible not specified in the Schedule under the heading of Plant.
  - c) the ownership possession or use by or on behalf of the Insured of any watercraft aircraft or thing made or intended to float on or in or travel on or through water air or space.
  - d) work on or which is being undertaken or has been undertaken, by the Insured to any watercraft aircraft or thing made or intended to float on or in or travel through water air or space.
  - e) error or omission in design specification or professional or other advice remedial or other treatment given administered or prepared by the Insured or by any person acting on behalf of the Insured.
  - f) vibration or the removal or weakening of or interference with the support of any property land or buildings.
  - g) seepage pollution or contamination including the cost of removing nullifying or cleaning up seeping polluting or contaminating substances.
  - h) defective sanitary installation.
  - i) the bursting of any economiser used in conjunction with a steam boiler or any boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam.
8. any fine or penalty imposed upon the Insured or any punitive, aggravated or exemplary damages awarded against the Insured;
9. liability 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.
10. 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.
11. Contingency risks in the form of kidnap and ransom, residual value, asset value or similar covers, recapture of Investment Tax Credits, Accelerated Depreciation.

## **SUPPLEMENTARY PROVISIONS**

- 1. Property in the charge of or under the control of the Insured or any servant of the Insured shall not include buildings temporarily occupied for the purpose of work in the course of the Business.
- 2. The Business shall include the provision and management of a canteen, a social, sports or welfare organisation and first aid fire and ambulance services for the benefit of the Insured's employees.



3. The Insured shall include:

- a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred;
- b) if the Insured so requests
  - i) any director of the Insured;
  - ii) any officer or member of the Insured's social sports or welfare organisation first aid fire or ambulance services in his respective capacity as such;

Provided that such representative director officer or member shall observe fulfil and be subject to the Terms, Exceptions, Limits, Conditions and Provisions of this Policy.

## SECTION 6 – PERSONAL ACCIDENT

The Company will pay the Insured according to the Schedule of Benefits stated herein if any Insured Person named in the Policy Schedule under this Section 6 shall, during the Period of Insurance, sustain bodily **Injury** caused by accidental violent external and visible means and such bodily **Injury** shall within twelve (12) calendar months of the **Accident** solely and independently of any other cause result in death or permanent disability.

The Company will also pay for the medical expenses necessarily incurred by the Insured Person at the direction of a **Physician** so long it is incurred within twelve (12) months from the date of such accidental bodily **Injury**. The indemnity for medical expenses shall be limited to a maximum of S\$1,000 each Insured Person for any one Period of Insurance.

## DEFINITIONS

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

**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.

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

**Insured Person** means the person described as such in the Schedule.

**Physician** means a qualified medical practitioner other than the Insured Person or the Insured Person's relatives who is licensed by the medical authorities of Singapore to practice western medicine and surgery, and who in rendering such treatment is practicing within the scope of his or her licensing and training.

## Schedule of Benefits

Benefits	Compensation
1. Death	The Sum Insured specified in the <b>Schedule</b>
2. Permanent and total disablement as specified below and certified by a Physician	Sum equal to percentage of the Sum Insured specified in the <b>Schedule</b> . The percentage is shown below against each Benefit.
a) Total and permanent disablement from engaging in or attending to employment or occupations of any and every kind	100%

Benefits	Compensation
b) Total and permanent loss of all sight in one or both eyes	100%
c) Total loss by physical severance or total and permanent loss of use of:	
i) one or two limbs	100%
ii) one or two hands	100%
iii) arm above the elbow	100%
iv) arm at or below the elbow	100%
v) leg above the knee	100%
vi) leg at or below the knee	100%
d) Permanent total insanity	100%
e) Total and permanent loss of sight in one eye except perception of light	50%
f) Total loss by physical severance or total and permanent loss of use of	
i) thumb and four fingers of one hand	70%
ii) four fingers of one hand	45%
iii) thumb (two phalanges)	25%
iv) thumb (one phalanx)	10%
v) index finger (three phalanges)	15%
vi) index finger (two phalanges)	10%
vii) index finger (one phalanx)	5%
viii) middle finger (three phalanges)	10%
ix) middle finger (two phalanges)	7%
x) middle finger (one phalanx)	3%
xi) ring finger (three phalanges)	10%
xii) ring finger (two phalanges)	7%
xiii) ring finger (one phalanx)	3%
xiv) little finger (three phalanges)	10%
xv) little finger (two phalanges)	7%
xvi) little finger (one phalanx)	3%
xvii) all toes of one foot	18%
xviii) great toe (two phalanges)	6%
xix) great toe (one phalanx)	3%
xx) any other toe	3%

Benefits	Compensation
xxi) metacarpals (first or second)	3%
xxii) metacarpals (third, fourth or fifth)	2%
g) Total and permanent loss of	
i) hearing in two ears	75%
ii) hearing in one ear	25%
iii) speech	60%
h) Any permanent partial disablement not specified above other than loss of sense of taste or smell for which no Compensation is payable	Such percentage to be assessed by the Company's medical advisors without inconsistent with the percentages specified above and without regard to the <b>insured person's</b> employment or occupation
3. Medical, surgical, hospital, nursing home and nursing fees or charges necessarily incurred within 104 weeks of the happening of the injury, provided that all such fees or charges are necessarily and reasonably incurred for professional services rendered by a physician and at a hospital.	Reimbursement up to the sum insured as specified for medical expenses, in the schedule in respect of any one injury. This sum insured is the limit for any one period of insurance

Permanent total and irrecoverable loss of use of any member of the body or entire physical loss caused by physical separation shall be treated as loss of member.

The decision of the Company on the amount of compensation payable shall be conclusive and binding and shall not subject to review.

1. The total amount payable in any one Period of Insurance for any one Insured Person shall not exceed in the aggregate 100% of the Sum Insured.
2. Payment for any loss or injury caused by accident during the Period of Insurance shall be made in accordance with the Schedule of Benefits in respect of the specific loss or injury caused solely and directly by such accident without reference to or taking into account any previous loss or injury suffered by the Insured Person whether during or outside the Period of Insurance.
3. No benefit shall be payable for any specific injury or disability where such specific injury or disability forms part of another injury or disability for which a greater compensation is payable.
4. Total and Permanent Disability shall be payable only upon certification by a registered medical practitioner of total and permanent disability as defined.

#### Extension to Section 6

##### 1. Terrorism Extension - Excluding Biological, Chemical Agents or Nuclear Devices

This Section is extended to cover losses which may be sustained through acts of terrorism provided that there is no liability when such acts of terrorism involve the use of biological, chemical agents or nuclear devices.

The Company will pay the Insured according to the Schedule of Benefits stated in this section. The total liability under this extension regardless of the number of Insured Person shall not exceed the limit of S\$1,000,000 per period of insurance.



Where the Insured Person is insured under more than one policy with the Company covering acts of terrorism, Our maximum liability for any and all claims arising directly or indirectly from any act of terrorism will be limited to only one policy (with the highest limit on act of terrorism).

#### OVERALL COMPENSATION LIMIT

The maximum liability of the company in respect of all insured persons travelling in one aircraft or surface transport vehicle or vessel shall not exceed the conveyance limit of S\$5,000,000 or the total amount of compensation payable in respect of such insured persons, whichever is the lesser.

If the total amount of all claims for insured persons travelling in one conveyance exceeds the conveyance limit, the company's liability in respect of each of such insured persons will be a rateable proportion of the benefits due in respect of that person.

#### Exception Applicable to Section 6

1. The Company will not be liable in respect of bodily injury directly or indirectly, partly or wholly caused by, arising from, in consequence of or contributed by
  - a) suicide or attempted suicide or self-inflicted injury, while sane or insane;
  - b) pregnancy or childbirth, or any illness or injury associated with pregnancy or childbirth;
  - c) any pre-existing physical defect or infirmity;
  - d) air or sea travel undertaken by the Insured Person other than as fare-paying passenger on licensed passenger carrying air or shipping lines;
  - e) illness or disease of any kind including sexually transmitted diseases or viruses, Acquired Immune Deficiency Syndrome (AIDS), AIDS related complexes and all illness or diseases associated with the Human Immune Deficiency Virus (HIV);
  - f) racing of any kind other than on foot.
  - g) underwater activities necessitating the use of compressed air or gas;
  - h) the **Insured Person** being under the influence of drugs (other than those prescribed by a registered medical practitioner).
  - i) motor-cycling (as a driver or passenger).
  - j) Kidnap and ransom;
  - k) any involvement in a professional sports team;
  - l) parachuting, hang gliding, any kind or race (other than on foot or swimming) or trial of speed or reliability, potholing, mountaineering or rock climbing necessitating the use of guides or ropes;
  - m) the **Insured Person** being under the influence of alcohol, unless it can be established to the Company's reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the injury;
  - n) any involvement in the professional activities of any naval, military or air force service personnel;



### Special Conditions to Section 6

1. The **Insured Person(s)** should on sustaining bodily injury, engage the services of a registered medical practitioner and shall undergo treatment as such practitioner shall deem as necessary.
2. The **Insured Person** may have to undergo further medical examination required by the Company at the Company's expense.
3. The Company shall in the event of the death of the Insured Person(s) be entitled to have a post-mortem examination at its own expense.
4. Renewal

This section may be renewed from year to year by mutual agreement between the insured and the company up to the age of 70 years. For Insured Person with age of 71 to 75 years, renewal can be considered subject to satisfactory Health Declaration and the benefits shall be reduced by 50% with medical expenses covered up to S\$500. In any case, This Section shall also not provide cover for any Insured Person who has attained the age of seventy-six (76) years at the time of the accident.

### Disappearance and Exposure

1. The Company shall presume death to have been suffered by the **Insured Person** if he or she is missing for twelve (12) consecutive months, and sufficient evidence is provided that leads the Company to the conclusion that death was caused by an **Injury**. If at any time after payment of Compensation under this Policy for such death the **Insured Person** is found to be living, such Compensation shall be refunded to the Company.
2. If an **Insured Person** suffers an **Injury** and then, in consequence of that Injury suffers death or disablement as a result of exposure to the elements, the Company will consider such death or disablement as having been caused by an **Injury**.

### OPTIONAL COVERS

The following optional covers are not insured by this Policy unless specified in the Policy Schedule. All optional covers are subject to the Terms, Exceptions, Limits and Conditions of this Policy

### SECTION 7 – FIDELITY GUARANTEE (Optional cover)

The Company will indemnify the Insured up to the Sum Insured specified in the Policy Schedule under Fidelity Guarantee for all direct pecuniary loss for which the Insured shall sustain by any act of fraud or dishonesty committed by any of the employees of the Insured (hereinafter individually called "Employee")

1. during the Period of Insurance;
2. during the uninterrupted continuance of employment of such Employee;
3. in connection with the occupation of the Employee; and
4. discovered within the Period of Insurance during which the act(s) of fraud or dishonesty occurred or within six (6) months thereafter or within six (6) months after the termination of such employment whichever shall happen first.

### Exception Applicable to Section 7

The Company shall not be liable for any loss arising from the acts of an Employee of the Insured whom the Insured continued to trust with money and/or contents after the Insured had knowledge of any act or acts of fraud or dishonesty



committed by such Employee.

## **Conditions Applicable to Section 7**

### **1. Alteration of Risk**

The Company shall not be liable to make any payment under this Section if the nature of the Business of the Insured or the Occupation or duties or conditions of service of any Employee shall be changed or the remuneration of any of the Employee be reduced without the sanction of the Company or if the precautions and checks for securing accuracy of the accounts mentioned in the said proposal and correspondence relative to it shall not be duly observed.

### **2. Non-Accumulation of the Limit of Guarantee**

If this Section shall be continued in force for more than one period of insurance or if any liability shall exist on the part of the Company under this Section and also under any other policy in respect of fraud or dishonesty of the Employee the liability of the Company under this Section shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of Periods of Insurance and for any number of acts of fraud or dishonesty committed by the Employee shall not exceed the Limit of Guarantee set against the name of such Employee in the Schedule or the amount guaranteed under any other such policy as aforesaid whichever is the greater.

### **3. Claims Procedures**

- a) Upon the happening of any circumstances giving rise or likely to give rise to a claim under this Section the Insured shall immediately upon becoming aware of such loss or damage give immediate notice to the Police and take all practical steps to prosecute the Employee involved to conviction for any criminal act which the Employee involved shall have committed.
- b) Notice in writing shall be given to the Company within seven (7) days after any act of fraud or dishonesty on the part of any of the Employee or reasonable cause for suspicion of such act or any improper conduct shall have come to the knowledge of the Insured or of any representative of the Insured to whom is entrusted the duty of superintendence over any Employee and no amount shall be payable under this Section in respect of that Employee by reason of any act committed after such knowledge shall have come to the Insured or his said representative.
- c) Within three (3) months after such notice the Insured shall deliver to the Company full details of his claim and shall furnish proof of the correctness of such claim.
- d) All books of accounts of the Insured or any Accountant's report on such books shall be open to the inspection of the Company and the Insured shall give all information and assistance to enable the Company to sue for and obtain reimbursement from any Employee or from his estate of any moneys which the Company shall have paid or become liable to pay under this Section.
- e) The Insured shall if required by the Company but at the expense of the Company if a conviction is to be obtained take all steps to obtain the conviction of the said Employee.
- f) Any money of any Employee in respect of whom a claim is made in the hands of the Insured and any money which but for any act of fraud or dishonesty committed by that Employee would have been due to that Employee from the Insured shall be deducted from the amount of loss before a claim is made under this Section. The Insured and the Company shall share any other recovery (excluding insurance and reinsurance and any counter security taken by the Company) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.
- g) Upon the happening of any circumstances covered by this Policy, the Aggregate Limit of Guarantee for the period shall immediately stand reduced by the amount paid or payable by the Company in respect of the act or acts of fraud or dishonesty involved.



#### **4. Excluded Contingencies**

The Company shall not be liable

- a) for the Excess stated in the Schedule in respect of each claim arising out of any act or acts of fraud or dishonesty by any one Employee.
- b) for stock losses discovered during stock taking or routine stock check unless it can be clearly established that an act of fraud or dishonesty has been committed by an Employee or Employees of the Insured and that all other obligations imposed upon the Insured hereunder are fulfilled.
- c) to pay more than one claim in respect of any Employee.

#### **5. Reasonable Care**

The Insured shall take reasonable care at all times at his own expenses to safeguard money from theft by employees.

#### **SECTION 8 – DETERIORATION OF STOCK (Optional cover)**

The Company agrees subject to the Terms, Exceptions, Limits and Conditions contained herein or endorsed hereon to indemnify the Insured against damage to or deterioration of the Insured Property described in the Schedule solely due to an Accident.

##### **Limit of Liability**

The total liability of the Company for each item of Insured Property shall not exceed the Sum Insured on such items as shown in the Schedule.

Accident shall mean

- 1. rise or fall in temperature in the cold chambers, refrigerators in which the Insured Property is contained.
- 2. the action of refrigerant fumes escaping from the Machinery directly due to unforeseen damage to Machinery situated at the Premises specified in the Schedule from any cause not hereinafter excepted.
- 3. a change in the concentration of gases in the cold chambers solely due to unforeseen escape of gases due to accident damage to the permanent structure of the cold chambers.

##### **Exceptions Applicable to Section 8**

- 1. This Policy does not cover damage to or deterioration of the Insured Property directly or indirectly caused by or contributed to by or arising from.
  - a) fire, lightning, explosion, extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, thefts or attempts thereat, collapse of buildings, flood, inundation, escape of water from water containing apparatus, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes.

(Explosion shall not mean the bursting or disruption of compressors transformers oil immersed switch- gear engine cylinders hydraulic cylinders flywheels or other parts subject to centrifugal force.)

- b) the imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments.

- c) faults or defects known to the Insured or any of his responsible employees at the time the contract was arranged and not disclosed to the Insurers.
  - d) faulty packing or stowage or inherent defects or disease.
  - e) cessation of or fluctuation in the public supply of electricity.
2. For the purpose of this insurance the following is not damage to Machinery
- a) damage to parts which by their use and/or nature suffer a high rate of wear or depreciation such as flexible pipes jointing and packing materials filters ropes belts straps and brushes.
  - b) repair or replacement necessitated by wear corrosion erosion deposits of scale sludge or other sediment or any other direct consequences of progressive or continuous influences from working or atmospheric or chemical action; rust or scratching of painted or polished surfaces but other damage resulting from such causes is damage to Machinery within the terms of this Policy.

## Definitions

**"Machinery"** means

- 1. compressors, condensers, evaporators, pumps, fans;
- 2. gas generating and scrubbing equipment;
- 3. piping and valves and tanks;
- 4. motors engines and switchgear;
- 5. controlling and recording apparatus;

used for the purpose of maintaining the temperature and/or the gas concentration in the chambers in which the Insured Property is contained.

**"Estimated Selling Price"** shall mean the selling price that would have been obtained by the Insured for the Insured Property at the market selected by the Insured on the date or dates on which the Insured would have sold the Insured Property had no Accident occurred. In arriving at such price due allowance shall be made for all material factors which affect or would have affected the price whether they are factors operative in the period during which but for the Accident the Insured Property would have been sold in the normal course of business or factors which would have been operative during that period had the Accident not occurred.

## Warranted

The Insured shall either:

- 1. arrange himself; or
- 2. obtain written confirmation from the owners of the cold chambers in which the Insured Property is contained that
  - a) a logbook will be maintained showing readings taken every morning and every afternoon of the temperature in each cold chamber in which the Insured Property is contained.
  - b) a firm arrangement is made for competent specialists to maintain and adjust the Machinery at intervals not exceeding three (3) months.

- c) a person competent to attend to and operate the Machinery is on the premises at all times.

### **Basis of Indemnification**

In the settlement of claims for loss or damage covered under this Section the indemnity payable under this Section is limited to:

1. the difference between the amount realized from the sale of the Insured Property damaged or deteriorated as a direct consequence of an Accident and the Estimated Selling Price of such Property.
2. additional expenditure necessarily and reasonably incurred by the Insured for the sole purpose of avoiding damage to or deterioration of Insured Property which but for that expenditure would have occurred as a consequence of an Accident but the amount payable in respect of such expenditure shall not exceed a sum equivalent to the value of the damage or deterioration thereby avoided.

Any sums saved in respect of charges expenses or commissions that cease or are reduced in consequence of the damage or deterioration shall be deducted from the indemnity otherwise payable.

Provided that if the Sum Insured in respect of any item of Insured Property be less than the Estimated Selling Price the Indemnity payable shall be proportionately reduced.

In respect of each loss, the excess shown in the Schedule shall be deducted from the amount of indemnity calculated in accordance with the foregoing bases.

### **SECTION 9 – GOODS-IN-TRANSIT (Optional cover)**

The Company will indemnify the Insured against loss of or damage to the Insured Property (as described under this Section in the Schedule) during the Period of Insurance whilst in transit by land conveyance including risk of loading, unloading, lifting, hoisting, provided incidental to the transit but shall in no case cover loss, damage or expense proximately due to or caused by wear and tear, delay, inherent vice or nature of the subject matter insured or any of the other Exceptions stated herein.

### **Basis of Indemnity**

The indemnity provided by the Company under this insurance shall be based on the sales price of the Insured Property in respect of goods sold but not delivered, or its purchase price or market value prevailing at the time of the loss or damage whichever the lower plus any additional freight or forwarding charges incurred, where applicable.

### **Limit of Liability**

The total liability of the Company for any one loss / damage or event and for the Period of Insurance is limited to the Sum Insured stated in the Schedule.

### **Attachment of Cover**

This insurance attaches from the time the Insured Property commences to be loaded on board the conveying vehicle at the loading point at place of dispatch and continues throughout the normal course of transit until it is delivered from the conveying vehicle at the consignee's or other final premises at destination, all within Singapore.

### **Extensions**

#### **1. Brands Clause**

In case of damage to property bearing a Brand or Trade Mark, or sale of which carries or implies a guarantee of supplier



or Insured, the salvage value of such damaged property shall be determined after the removal of all Brands or Trade Marks. On containers where Brand or Trade Mark cannot be removed, the contents shall be transferred to lain bulk containers. With respect to any merchandise and/or containers where it is impractical to destroy all evidence of the Insured's connection therewith, the Insurers agree to consult and co-operate with the Insured with respect to the disposition of said merchandise and/or containers.

## **2. Debris Removal Clause**

It is agreed that subject to the operation of an insured loss, the Company shall pay costs and expenses reasonably incurred by the Insured in connection with:

- a) removal of debris and/or destruction of damaged goods.
- b) the transfer of items covered hereunder from one conveyance to another in the event of an accident to the original conveyance which results in loss of or damage to such items which is recoverable hereunder.

Coverage hereunder shall be in addition to the Indemnity provided elsewhere herein but to be limited to 10% of the actual goods lost or damaged and shall not exceed 10% of the Sum Insured as specified in the Policy Schedule under Goods-In-Transit.

This Insurance does not cover additional expenses incurred for the prevention or clean up of damage to the environment, in particular pollution to air, water or ground.

## **3. Errors & Omission Clause**

This insurance shall not be prejudiced by any unintentional delay or omission in reporting hereunder or any unintentional error in the amount or the description of the interest, vessel or voyage or if the subject matter of the insurance be shipped by another vessel, if prompt notice be given to the Company as soon as said acts become known to the Insured.

## **4. Label Clause**

In case of damage affecting labels, capsules or wrappers, the Insurer, if liable therefore under the terms of this Policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers and the costs or reconditioning the goods, but in no event shall the Insurer be liable for more than the Insured value for the damaged merchandise.

## **Exceptions Applicable to Section 9**

The Company shall not be liable for:

- 1. the risks of loss of and/or damage to subject matter insured from unattended vehicle.
- 2. loss, damage or expense attributed to willful misconduct of the Insured;
- 3. loss or damaged caused by inherent vice, atmospheric or climatic conditions, wear and tear gradual deterioration or depreciation by moth or vermin, delay, defective packing, delay, loss of market unless it is caused by damage covered by this Section.
- 4. mechanical or electrical derangement unless it is caused by damage covered by this Section.
- 5. loss or destruction of or damage to livestock, explosives, goods of a dangerous nature.
- 6. losses directly or indirectly traceable to infidelity of the Insured's employees.



7. loss of use of the Insured Property or consequential loss however caused.
8. breakage of glass, earthenware, china, marble or other brittle article.
9. scratching, chipping, denting or cracking;
10. the first amount of any claim as specified in the Schedule as the Excess.

#### **Conditions Applicable to Section 9**

1. The Insured shall act with reasonable dispatch in ensuring the prompt loading, transportation and unloading of the Property Insured in all circumstances.
2. This Section may be cancelled by the Company or the Insured under the following conditions:
  - a) Transit Risks: By thirty (30) days notice in writing;
  - b) Strike, Riot and Civil Commotion Risks: By forty eight (48) hours notice in writing

#### **SECTION 10 – FIRE AND EXTRANEOUS PERILS FOR BUILDING (Optional cover)**

The Company will subject to the limit of liability specified in the Schedule indemnify the Insured by either payment reinstatement repair or replacement against loss of or damage to the property insured described in the Schedule or any part of such property caused by:

1. Fire but excluding loss of or damage occasioned by or happening through:
  - a) theft during or after the occurrence of a fire;
  - b) its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
  - c) burning of property by order of any public authority.
2. Lightning
3. Explosion but excluding:
  - a) loss of or damage to boilers economizers or other vessels machinery or apparatus (other than air compressors) in which pressure is used or their contents resulting from their explosion.
  - b) loss of damage occasioned by or through or in consequence, directly or indirectly of any act of any person acting on behalf of or in connection with, any organization with activities directed towards the overthrow by force of the Government 'de jure' or 'de facto' or to the influencing of it by terrorism or violence.
4. Riot, labour strikes and malicious acts of persons which shall mean loss of or damage to the property insured directly by:
  - a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence due to terrorism.
  - b) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequence of any such disturbance.
  - c) the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.

- d) the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequence of any such act.

But excluding loss or damage:

- a) resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
  - b) occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority.
  - c) occasioned by permanent or temporary dispossession of any building or premises resulting from the unlawful occupation by any person of such building or premises.
5. Impact by aircraft and other aerial devices or articles dropped therefrom.
6. Impact by road vehicles.
7. Bursting or overflowing of water tanks, apparatus or pipes from within the insured building or premises containing the property insured by excluding:
- a) loss or damage to such water tanks, apparatus or pipes;
  - b) loss or damage by water discharged or leaking from any automatic sprinkler installation as provided hereafter.
  - c) the first S\$1,000 of each and every loss (including all water related damage)
8. Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm but excluding:
- a) consequential loss of any kind;
  - b) loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption;
  - c) loss by reason of any ordinance or law regulating the construction or repair of buildings;
  - d) the first S\$200 of each and every loss.
9. Flood howsoever caused but excluding:
- a) loss or damage caused by subsidence or landslip.
  - b) the first S\$1,000 of each and every loss.
10. Sprinkler leakage which shall mean water accidentally discharged or leaking from the automatic sprinkler installation up to but not exceeding S\$100,000 or 10% of the sum insured whichever is lesser provided that the discharge or leakage is not the result of the following causes:
- a) repairs or alterations to the insured building or premises.
  - b) the sprinkler installation being repaired, removed or extended.
  - c) defects in construction or condition of which the Insured is aware.

**Exceptions Applicable to Section 10**

The Company shall not be liable in respect of:

1. bullion or unset precious stones.
2. any curios or work of art for an amount exceeding S\$200.
3. manuscripts plans drawings or designs patterns models or moulds.
4. securities obligations or documents of any kind stamps coins or paper money cheques books of account or other business books and computer systems records.
5. explosives.

**Conditions Applicable to Section 10**

The Company shall not be liable for any loss or damage to property which at the time of the happening of such loss or damage is insured by or would but for the existence of this insurance be insured by any Marine policy or policies except in respect of any excess beyond the amount which would have been payable under the Marine policy or policies had this insurance not been effected.

**GENERAL EXCLUSIONS**

(which apply to the whole policy except Section 4 – Work Injury Compensation)

**1. SONIC BANGS**

The Company shall not be liable in respect of any bodily injury or death or illness or loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability directly or indirectly caused by or contributed to or arising from pressure waves and any phenomenon associated therewith caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

**2. DATE RECOGNITION GENERAL EXCLUSION**

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 recognize 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) recognizing 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 the time.
- b) 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

Section 1: All Risk  
Section 2: Business Interruption  
Section 5: Public Liability  
Section 10: Fire and Extraneous Perils (Building)

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

Section 3: Loss of Money  
Section 6: Personal Accident

#### **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.

### **3. POLITICAL RISKS EXCLUSION CLAUSE**

(Not applicable to Section 3 – Loss of Money, Section 5 – Public Liability, Section 6 – Personal Accident)

This Policy 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, nationalization, commandeering or requisition by any lawfully constituted authority
- b) permanent or temporary dispossession of any property resulting from the unlawful occupation of such property 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 Policy the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

### **4. WAR & 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.

## **5. 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;

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- 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.

## **6. SANCTION LIMITATION AND EXCLUSION CLAUSE**

The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, Switzerland, United Kingdom or United States of America.

## **7. CDE1 – COMMUNICABLE DISEASE EXCLUSION**

(applicable to Section 1 – All Risks, Section 2 – Business Interruption, Section 3 – Loss of Money, Section 8 – Deterioration of Stocks, Section 9 – Good-in-Transit, Section 10- Fire and Extraneous Perils for Building)

- a) Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable

Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- b) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

All other terms, conditions and exclusions of the policy remain the same.

## **8. CDE2 - COMMUNICABLE DISEASE EXCLUSION**

(applicable to Section 5 – Public Liability, Section 7 - Fidelity Guarantee)

- a) Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- b) For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
- c) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - iii) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## **9. COVID-19 AND PANDEMICS EXCLUSION**

(applicable to Section 4 - Work Injury Compensation (non-statutory extensions) / Employer's Liability covers, Section 6 - Personal Accident)

Notwithstanding any provision to the contrary, this policy excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived:

- a) Coronavirus (COVID-19) including any mutation or variation thereof; or
- b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

This clause shall, however, not apply to the following:

- a) Statutory cover prescribed under the Work Injury Compensation Act;
- b) Non-statutory extensions under Work Injury Compensation and/or Employer's Liability; for the first S\$10,000,000 any one occurrence or the limit stated in the Policy whichever is the lesser.

## **10. CYBER LIABILITY EXCLUSION**

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.

## **11. PROPERTY CYBER AND DATA EXCLUSION**

(applicable to Section 1 – All Risks, Section 2 – Business Interruption, Section 8 – Deterioration of Stocks, Section 10- Fire and Extraneous Perils for Building)

- a) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - i) Cyber Loss;
  - ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- b) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- c) This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

## **DEFINITIONS**

- a) Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- b) Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- c) Cyber Incident means:
  - i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- d) Computer System means:
  - i) any computer, hardware, software, communications system, electronic device (including, but not limited to, smart



phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

- e) Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## **GENERAL CONDITIONS**

(which apply to the whole policy except Section 4 – Work Injury Compensation)

The General Conditions stated herein apply to all Sections, including any Optional Covers, attached to this Policy.

This Policy, the Policy Schedule, and all endorsements to this Policy, shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy, of the Policy Schedule or of any endorsement shall bear such meaning wherever it may appear.

### **1. INTERPRETATION**

Any word or expression which is given a specific meaning in this policy shall have that meaning wherever it may appear.

### **2. MISDESCRIPTION**

If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

### **3. ASSIGNMENT**

The interest of the Insured under this Policy shall not be assignable except with the written consent of the Company.

### **4. OBSERVANCE**

The due observance and fulfillment of the Terms, Exceptions, Limits and Conditions by the Insured in so far as they relate to anything to be done or complied by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **5. PRECAUTIONS**

The Insured shall at all times and as far as is reasonably practicable take all reasonable precautions:

- a) for the safety and maintenance of all property insured.
- b) to prevent accidents and to comply with all statutory obligations and regulations imposed by any Authority.
- c) for the safety of money and in selection and supervision of his employees.

### **6. ALTERATION OF RISK**

Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss, damage or destruction obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company:

- a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the property insured be changed in such a way as to increase the risk of loss, damage or destruction by fire.
- b) If the building insured or containing the property insured becomes unoccupied and so remains for a period of more than 30 days.
- c) If the property insured be removed to any building or place other than that in which it is herein stated to be insured under the Policy.
- d) the Business of the Insured is permanently discontinued, wound up or carried on by a liquidator, receiver, official assignee or judicial manager.
- e) there is any material change in the conditions of the risks as existing at the time of acceptance of this insurance whereby the risk of loss damage or injury is increased unless the Company agrees in writing to continue providing the insurance coverage.
- f) the Business of the Insured is permanently discontinued, wound up or carried on by a liquidator, receiver, official assignee or judicial manager.

## **7. FRAUD**

If the claim be in any respect fraudulent, or if any false declaration be made or used in support of it, or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy; or if the loss, damage or destruction be occasioned by the wilful act, or with the connivance of the Insured or anyone acting on the Insured's behalf; all benefits under this Policy shall be forfeited.

## **8. CLAIMS PROCEDURE (INSURED'S DUTIES)**

- a) In the absence of any specific provision, any loss damage bodily injury claim or knowledge of any event giving rise to a claim must be notified immediately to the Company in writing and a detailed statement of claims submitted within ten (10) days of the happening of such loss damage or bodily injury.
- b) All particulars information and assistance as may be reasonably required by the Company must be supplied by the Insured at the Insured's own expense and shall be in such form as the Company shall prescribe.
- c) Any impending prosecutions, inquests, inquiries or civil proceedings must be notified immediately to the Company and all relevant documents relating thereto be delivered to the Company without any delay.
- d) If damage by malicious person or theft is suspected notice must be given immediately to the police and reasonable assistance shall be rendered in causing the discovery and punishment of the offender and in tracing and recovery of the property lost.
- e) Immediate action must be taken to minimise loss and to prevent further loss damage or bodily injury.
- f) No admission of liability or negotiation or settlement of any claim shall be made without the Company's written consent.

## **9. CLAIMS PROCEDURE (COMPANY'S RIGHTS)**

- a) The Company shall be entitled to conduct in the Insured's name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damage or otherwise and shall have the full discretion in the conduct of any proceedings and in the settlement of any claim.

- b) On the happening of any loss or damage to any of the property insured, the Insured shall allow the Company to enter and take and keep possession of the building or premises where the loss or damage has happened and to take possession of or require to be delivered to the Company any property of the Insured in the building or premises at the time of the loss or damage and to deal with such property in any reasonable manner. No property may be abandoned to the Company.
- c) If the Company elects to repair reinstate or replace any insured property it shall only do so in a reasonably sufficient manner as circumstances permit and shall not be bound to expend more than the relevant sum insured.

## **10. SUBROGATION**

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any loss destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after their indemnification by the Company.

## **11. CANCELLATION**

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force. This insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancelment. Provided always that no claim has been made under the Policy.

This Policy is subject to a minimum retained premium of S\$50 plus GST at prevailing rate.

## **12. UNDERINSURANCE**

If any property insured shall at the time of the occurrence be collectively of greater value than the sum insured, the amount payable by the Company in respect of the loss or damage shall be proportionately reduced.

## **13. OTHER INSURANCE**

- a) If any loss or damage or liability is covered by any other insurance (this does not apply to Work Injury Compensation and Personal Accident save for the extension to Personal Accident) the Company shall not provide indemnity except in respect of any excess beyond the amount recoverable or received from such other insurances subject to the limit of liability specified in this Policy.
- b) Where any incident resulting in a claim (this does not apply to Work Injury Compensation and Personal Accident) is insured for the same loss damage or liability under more than one section of this Policy, then only the section with the highest indemnity shall apply.

## **14. FALLEN BUILDINGS**

All insurance under this Policy

- a) on any building or part of any building,
- b) on any property contained in any building,
- c) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building,



shall cease immediately upon any fall or displacement,

- a) of such building or of any part of it,
- b) of the whole or any part of any range of buildings or of any structure of which such building forms part,

**PROVIDED** that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part of it or leaves such building or any part of it or any property contained in it subject to increased risk of fire or is otherwise material.

**AND PROVIDED** that such fall or displacement is not caused by fire, the loss, damage or destruction by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as mentioned above shall be upon the Insured.

## 15. ARBITRATION

If there is any dispute as to the amount to be paid under this Policy (liability being otherwise admitted) 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, Exceptions, Limits and Conditions of this Policy.

## 16. TIME LIMIT OF COMMENCEMENT OF ACTION OR SUIT

If an action or suit is not commenced within twelve (12) months after the arbitration award is made under Condition 15 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.

## 17. CONDITION PRECEDENT

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

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

## 18. APPLICABLE LAW

This contract of insurance is governed by and is to be construed in accordance with the laws of Singapore. The court of

competent jurisdiction in Singapore shall have the exclusive jurisdiction over all matters relating to the construction, validity and performance of this contract of insurance.

## **19. JURISDICTION**

The indemnity provided by this Policy 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 nor to orders obtained in the said Court for the enforcement of judgements made outside the Republic of Singapore whether by way of reciprocal agreements or otherwise.

## **20. EXCEPTION 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 (Cap53B) to enforce any of its terms.

## **21. BREAK AND REVIEW (Applicable only if Policy is on Auto Renewal)**

It is hereby declared and agreed that in consideration of the agreement to issue this Policy for a period of 24 months, coverage shall be continuous subject to the premium payable in accordance with the Premium Payment Warranty.

The Company reserves the right to review and amend the insurance programme's terms and conditions at each twelve month anniversary date in the event of the following:

- a) Any material change in insured's operation, activities or exposures.
- b) Any new or amended Singapore legislation or law that may have a material effect on the exposures and/or coverage that are covered and/or granted under this Policy.
- c) The incurred loss ratio exceeding 60% at the twelve-month anniversary date.

Incurred loss ratio: Incurred losses at the 12 month anniversary date divided by the Premium at the 12 month anniversary date

Incurred losses shall mean the sum of the following:

- i) all losses;
  - ii) reserves for unpaid losses as estimated by the Company;
  - iii) expenses incurred for loss adjustments.
- d) Any change in the Company's reinsurance programme.

Where the Company amends the insurance programme's terms and conditions, such amendments shall only take effect 30 days after the date of notification to the Insured.



## NO CLAIM DISCOUNT

In the event of no claim being made or arising under the Policy during the Period of Insurance immediately preceding the renewed period of the Policy, the Insured shall be entitled to a 10% No Claim Discount on the premium to be payable for such renewed Period of Insurance.

1. The Period of Insurance preceding the renewed period must be a period of not less than twelve months.
2. The 10% No Claim Discount (NCD) is not accumulative. The maximum NCD applied to the premium at any one time is 10%.
3. In the event the Insured is eligible for both the NCD and Group Discount (GD), the total of 20% discount is applied to the base premium at the same time, not one after another.
4. All discounts extended are subject to prevailing terms and conditions at the discretion of the Company.

## PREMIUM PAYMENT WARRANTY

(apply to whole policy except Section 4 – Work Injury Compensation)

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

### 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 MSIG or visit the GIA / LIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://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.**