



Business Advantage (Fire Policy) /

Business Package Policy

redefining / insurance



INDEX	PAGE
YOUR BUSINESS ADVANTAGE PACKAGE POLICY	1
HOW YOUR INSURANCE OPERATES	1
GENERAL POLICY DEFINITIONS	2
SECTION 1 - FIRE & EXTRANEIOUS PERILS	3
DEFINITION	3
WHAT IS COVERED	3
INSURED PERILS	3
WHAT IS NOT COVERED	5
LIMIT OF INDEMNITY	5
BASIS OF SETTLEMENT	5
ADDITIONAL BENEFITS APPLICABLE TO SECTION 1	5
SECTION 2 - WORK INJURY COMPENSATION	8
WHAT IS COVERED	8
WHAT IS NOT COVERED	8
LIMIT OF LIABILITY AT COMMON LAW	8
ADDITIONAL BENEFITS APPLICABLE TO SECTION 2	8
JURISDICTION	8
AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY	9
SPECIAL CONDITIONS TO SECTION 2	9
WARRANTY	9
SECTION 3 - PUBLIC LIABILITY	10
DEFINITIONS	10
WHAT IS COVERED	10
WHAT IS NOT COVERED	10
LIMIT OF INDEMNITY	11
ADDITIONAL BENEFITS APPLICABLE TO SECTION 3	11
SECTION 4 - BUSINESS INTERRUPTION (OPTIONAL)	12
DEFINITIONS	12
WHAT IS COVERED	12
BASIS OF SETTLEMENT	12
SPECIAL CONDITION TO SECTION 4	13
ADDITIONAL BENEFITS APPLICABLE TO SECTION 4	13
SECTION 5 - BURGLARY (OPTIONAL)	14
WHAT IS COVERED	14
WHAT IS NOT COVERED	14
ADDITIONAL BENEFITS APPLICABLE TO SECTION 5	14
SECTION 6 - MONEY (OPTIONAL)	15
DEFINITIONS	15
WHAT IS COVERED	15
WHAT IS NOT COVERED	15
LIMIT OF INDEMNITY	15
WARRANTY	15
ADDITIONAL BENEFITS APPLICABLE TO SECTION 6	15
SECTION 7 - GLASS (OPTIONAL)	16
DEFINITION	16
WHAT IS COVERED	16
WHAT IS NOT COVERED	16
SPECIAL CONDITION	17
MEMORANDUM	17
SECTION 8 - FIDELITY GUARANTEE (OPTIONAL)	17
DEFINITION	17
WHAT IS COVERED	17
WHAT IS NOT COVERED	17
SPECIAL CONDITIONS TO SECTION 8	17
ADDITIONAL BENEFIT APPLICABLE TO SECTION 8	18
SECTION 9 - EQUIPMENT (OPTIONAL)	18
WHAT IS COVERED	18
WHAT IS NOT COVERED	18
BASIS OF SETTLEMENT	18
ADDITIONAL BENEFIT APPLICABLE TO SECTION 9	19
WARRANTY	19
MEMORANDA	19
SECTION 10 - ELECTRONIC EQUIPMENT (OPTIONAL)	19
A. MATERIAL DAMAGE	19
B. EXTERNAL DATA MEDIA	20
C. INCREASED COST OF WORKING	20
ADDITIONAL BENEFITS APPLICABLE TO SECTION 10	21

GENERAL EXCLUSIONS	21
ALTERATION	21
SPECIAL CONDITIONS (APPLICABLE TO BUILDING AND CONTENTS ONLY)	22
1. HIRE PURCHASE/LEASING AGREEMENT	22
2. MORTGAGEE CLAUSE	22
3. LEGAL OWNER NON-CANCELLATION CLAUSE	22
GENERAL CONDITIONS (APPLYING TO ALL SECTIONS)	23
1. INTERPRETATION	23
2. OBSERVANCE OF TERMS AND CONDITIONS.....	23
3. DUTY OF DISCLOSURE	23
4. PRECAUTIONS	23
5. PROGRESS PAYMENTS	23
6. FRAUDULENT CLAIMS	23
7. UNDER-INSURANCE	23
8. OTHER INSURANCE	23
9. SUBROGATION.....	23
10. CANCELLATION	23
11. MEDIATION /ARBITRATION	23
12. CONTRACTS (Rights of Third Parties) ACT 2001	23
PREMIUM PAYMENT WARRANTY.....	24
CONDITIONS APPLICABLE TO CLAIMS	25
1. WHAT YOU MUST DO	25
2. WHAT YOU MUST NOT DO	25
3. WHAT CAN AFFECT YOUR ENTITLEMENT	25
4. WHAT WE MAY DO	25
5. PAYMENT TO LEGAL OWNERS.....	25

YOUR BUSINESS ADVANTAGE PACKAGE POLICY

Welcome to your **Business Advantage** Package Policy.

Please read this Policy carefully together with your Schedule to ensure that you understand the terms and conditions and that the cover you require is being provided. Do keep it in a safe place.

If you have any questions after reading these documents, please contact your insurance adviser or AXA Insurance.

If there are any changes, which may affect the insurance provided, please notify us immediately.

IMPORTANT NOTICE

1. The insurance cover under this Policy is given on the basis of information submitted to us. Please read this document carefully. If it contains any information that is incorrect, please notify us immediately, otherwise you may receive no benefit in the event of a valid claim. If the information, which you subsequently provide us, differs materially from the information set out in the form, we may offer cover on different terms or decline it altogether. If we do not hear from you within fourteen (14) days from the date of issue of this Policy, we will proceed on the basis that the information is complete and correct.
2. Please be reminded that you must fully and faithfully declare to us the facts as you know or ought to know, otherwise you may receive no benefit from the Policy.

HOW YOUR INSURANCE OPERATES

Your Business Advantage Package Policy is a contract between you and AXA Insurance, and consists of:

- the Policy wording in this booklet, and
- the Schedule that has details relating to you, the cover provided and period of insurance.

The Proposal form, declaration and any information given are the basis of this contract.

In return for having received and accepted your first premium, and any further premiums we may require, we will provide the cover shown in the sections of the Policy you have chosen, up to the sums insured or limits of indemnity stated in your Schedule.

If two (2) or more persons/companies are named as the Insured on the Schedule, each of you are responsible both individually and together for:

- (a) the completeness and accuracy of information in all proposal forms, statement, claims or documents given by any one of you to us, and
- (b) the compliance with the conditions of the Policy.

GENERAL POLICY DEFINITIONS

The Proposal Form, Policy, Schedule and any Endorsement should be read together as one contract.

Any word or expression, which has a specific meaning, should have this meaning attached to the word or expression found in the Policy, Schedule and/or Endorsement.

Word	Meaning
1. We/ Us/ AXA	Shall mean AXA Insurance Singapore Pte Ltd.
2. You/ Your/ Yourself	Shall mean the Insured Person(s) or company named in the Schedule.
3. Business	Shall mean the business stated in the Schedule (conducted by you at or from premises in Singapore) including: <ul style="list-style-type: none">(a) the provision and management of canteen, sports, social or welfare organizations for the benefit of employees and fire security, first aid, medical and ambulance services(b) private work undertaken with your prior consent by employees for any director or senior official of the business(c) the ownership, maintenance and repair of such premises.
4. Period of Insurance	Shall mean: <ul style="list-style-type: none">(a) the period of cover shown on your Schedule(b) and for any following period, for which cover is extended by mutual agreement.
5. Employee	Shall mean any person under a contract of service or apprenticeship with you while working for you in connection with the business.
6. Excess / Deductible	Shall mean the amount shown in your Policy and/or Schedule for each loss/accident, for which we shall not reimburse you in the event of a claim.
7. Proposal Form	Shall mean the Proposal form signed by you and which provides details of: <ul style="list-style-type: none">(a) yourself, and(b) all material information relevant to the cover which you have requested.
8. Policy	Shall include the following documents: <ul style="list-style-type: none">(a) this Policy booklet,(b) the Schedule, and(c) any Endorsements attached or issued.
9. Schedule	Shall mean the document which reflects details of: <ul style="list-style-type: none">(a) yourself,(b) any terms and conditions that are specific to your contract.

SECTION 1 - FIRE & EXTRANEIOUS PERILS

DEFINITION

1. **Insured Property** Shall mean any tangible property both real and personal of every kind and description belonging to you or for which you are legally responsible to insure.

WHAT IS COVERED

In the event of loss or damage to the insured property specified in the Schedule, by an Insured Peril (shown below) during the period of insurance, we will pay to you the value of the property lost or damaged, or at our option reinstate or replace such property or any part thereof.

INSURED PERILS

1. **Fire or lightning**
2. **Riot and Strike** shall mean loss of or damage to the insured property caused by:
- (a) The act of any person taking part together with others in disturbance of the public peace (whether in connection with a strike or lockout or not) not being an occurrence mentioned in General Exclusions 1(a), 1(b) and 1(c) of the Special Conditions.
 - (b) The action of any lawfully constituted authority in suppressing or attempting to suppress such disturbance or in minimizing the consequences of such disturbance.
 - (c) The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lockout.
 - (d) The action of any lawfully constituted authority in preventing or attempting to prevent such act or in minimizing the consequences of any such act.

Special Conditions

For the purpose of this extension, the following shall substitute the respective numbered items under "What is Not Covered" of this Section:

ITEM 1

- (i) We do not cover:
- (a) Loss of earnings, loss of delay, loss of market or other consequential or indirect loss or damage of any kind.
 - (b) Loss or damage resulting from total or partial cessation of work.
 - (c) Loss or damage caused by nuclear weapons materials.
 - (d) Loss or damage by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
 - (e) Loss or damage by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

Provided we are not relieved under (d) and (e) above of any liability to you for physical damage to the insured property occurring before dispossession or during temporary dispossession.

- (ii) We do not cover loss or damage caused by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purposes of this condition "combustion" shall include any self-sustaining process of nuclear fission.

ITEM 2

We do not cover any loss or damage by any of the following occurrences, namely:

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (b) Mutiny, civil commotion assuming the proportions amounting to a popular uprising, military uprising, insurrection, rebellion, revolution, military or usurped power.
- (c) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

For the purpose of this condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purposes of putting the public in fear.

In any action, suit or other proceeding, where we allege that any loss or damage is not covered by this insurance, the burden or proving such loss or damage is covered shall be upon you.

3. Malicious Damage

Insurance under insured peril 2 - **Riot and Strike** - is extended to include malicious damage which shall mean physical loss to insured property caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to an occurrence mentioned in **Item 2** of the **Riot and Strike** peril.

Provided all the conditions and provisions of the Riot and Strike peril shall apply to this peril as if they had been incorporated herein.

We shall not be liable for any loss or damage by fire or explosion nor for any loss or damage arising out of burglary, housebreaking, theft or larceny.

4. **Explosion** shall mean loss or damage caused by fire or otherwise directly caused by explosion, but excluding loss or damage to boilers, economisers, or to other vessels, machinery or apparatus in which pressure is used, or their contents resulting from their explosion.
5. **Impact** by any road vehicles, not belonging to or under your control, or any member of your family, or any person under your employment, but excluding the first S\$50 of each and every loss.
6. **Aircraft** or other aerial devices or articles dropped therefrom but excluding loss or damage caused by aircraft for which you have given permission to land.

7. **Bursting, leaking or overflowing of water tank, apparatus or pipes** from within the premises containing the insured property, but excluding:
- damage to the water tanks, apparatus or pipes
 - loss or damage whilst the premises is untenanted/unoccupied
 - loss or damage by water discharged or leaking from any automatic sprinkler installation
 - the first S\$200 of each and every loss.

8. Fire or otherwise directly caused by **Earthquake, volcanic eruption, hurricane, cyclone, typhoon and windstorm and flood** arising therefrom, subject to the following **Excess Clause and Special Conditions**,

Excess Clause

With regards to loss or damage (other than by fire) to any insured buildings caused by any peril to which this Clause apply, our liability shall be limited to its ratable proportion of the amount by which such loss or damage exceeds either:

- 1% of the total sums insured against such peril on buildings, or
- S\$400

whichever shall be the lesser.

This clause shall apply separately to:

- each building, for which all insured buildings at the same address will be regarded as one building,
- each incident giving rise to loss or damage and an incident shall not be considered to have terminated until there has been seven (7) consecutive days' freedom from the peril and thereafter if the incident recurs then it shall be considered a fresh incident and the Clause shall apply afresh.

Special Conditions

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

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

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

We do not cover:

- Consequential Loss of any kind
 - Loss or damage caused by hail whether driven by wind or not
 - Loss or damage caused by subsidence or landslip except when this is caused by earthquake or volcanic eruption provided such are insured against by **Section I**
 - Loss or damage caused by explosion except as provided in **Sub-paragraph 3(h) of What Is Not Covered**
 - Loss by any ordinance or law regulating the construction or repair of buildings.
- We shall not be liable for loss or damage which at the time of the happening of such is insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
 - Unless specifically and separately insured, we do not cover:
 - Fences, gates, metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description, goods stored in the open or goods in transit
 - Premises in the course of construction, reconstruction or repair unless all outside doors, windows and other openings are completed and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured under **Section I**.

9. **Flood** shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the premises insured or containing the insured property, but we exclude:

- loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm
- loss or damage caused by subsidence or landslip
- loss or damage to fences, gates, goods stored in the open or goods in transit
- the first S\$400 of each and every loss.

10. **Smoke Damage** shall mean loss of or damage to the insured property (by fire or otherwise) directly caused by smoke due to sudden, unusual and faulty operation of any heating or cooking unit in your premises, provided that such unit is connected to a chimney by a smoke pipe or vent pipe but excluding smoke from fire places or industrial apparatus. Provided all the conditions of this Section shall apply and for this purpose, any such destruction or damage shall be deemed to be destruction or damage by fire.

11. **Sprinkler Leakage** shall mean destruction or damage caused by water accidentally discharged or leaking from the automatic sprinkler installation. We shall pay up to an amount not exceeding the sum insured any one accident, provided the leakage is not a result of the following causes:

- heat caused by fire
- repairs or alterations to the buildings or premises
- the sprinkler installation being repaired, removed or extended
- freezing in the event of the premises being vacated or unoccupied, or freezing due to your negligence
- the order of the Government or of any municipal local or other competent authority
- subterranean fire
- war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power
- explosion, the blowing-up of buildings or blasting
- defects in construction or condition of which you are aware or ought to be aware.

WHAT IS NOT COVERED

1. (i) We do not cover:
 - (a) Loss by theft during or after the occurrence of a fire.
 - (b) Loss or damage to property caused by its own fermentation, natural heating or spontaneous combustion [except as provided in accordance with item 3(f) of **What Is Not Covered**] or by undergoing any heating or drying process
 - (c) Loss or damage by:
 - (1) The burning of property by order of any public authority
 - (2) Subterranean Fire
 - (d) Loss or damage caused by nuclear weapons material
 - (ii) We do not cover loss or damage caused by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For this purpose combustion shall include any self-sustaining process of nuclear fission.
2. We do not cover any loss or damage directly or indirectly, caused by any of the following occurrences, namely:
 - (a) Earthquake, volcanic eruption or other convulsion of nature.
 - (b) Typhoon, hurricane, tornado, cyclone or other atmosphere disturbance.
 - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - (d) Mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are caused by any of the above occurrences shall not be covered by us, except to the extent where you shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where we allege that the loss or damage is not covered by us, the burden of proving that such loss or damage is covered shall be upon you.
3. We do not cover:
 - (a) Goods held in trust or on commission.
 - (b) Bullion or unset precious stones.
 - (c) Any curiosity or work of art exceeding **S\$200**.
 - (d) Manuscripts, plans, drawings or designs, patterns, models or moulds.
 - (e) Securities, obligations, documents of any kind, stamps, coined or paper money, cheques, books of account, other business books or computer systems records.
 - (f) Coal, against loss of or damage caused by its own spontaneous combustion.
 - (g) Explosives.
 - (h) Any loss or damage caused by explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated nor forming part of any gas works, will be deemed to be loss by fire.
 - (i) Any loss or damage caused by burning of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

LIMIT OF INDEMNITY

Our liability shall not exceed the sum insured set against each item and in the whole the total sum insured in the Schedule.

BASIS OF SETTLEMENT

Claims for insured loss or damage will be settled on the basis of the cost of repairing or replacing the lost or damaged insured property with similar property having similar function or output without any deduction for wear, tear or depreciation.

Any repair or replacement must commence and carry out within a reasonable time and must be completed within twelve (12) months after the loss or damage, or within such time as we may in writing allow; otherwise we will not pay beyond the amount which would have been payable.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 1

We extend to cover:

1. All Other Contents

The insured property under Contents includes:

- (a) Money and stamps not specifically insured for an amount not exceeding S\$1,000;
- (b) Documents, manuscripts and business books but only for the value of the materials as stationery together with the costs of clerical labor in writing up and not for the value to you of the information contained in such. We shall pay up to S\$500 any one document, manuscript or business book and in total shall not exceed S\$10,000 or 5% of Sum Insured, whichever is the lesser;
- (c) Computer systems records but only for the value of the materials together with the cost of clerical labor and computer time in reproducing the records (excluding any expenses for the production of information to be recorded) and not for the value to you of the information contained in such for an amount not exceeding S\$20,000 or 5% of Sum Insured, whichever is the lesser;
- (d) Patterns, models, moulds, plans and designs up to S\$1,000 any one pattern, model, mould, plan or design and in total shall not exceed S\$20,000 or 5% of sum insured;
- (e) Employees' pedal cycles, clothing, tools and other personal effects including money not specifically insured up to S\$250 any one employee and in total S\$2,500.

2. Alterations and Repairs

Workmen are allowed in the premises stated in the Schedule, to carry out alterations and repairs. Provided the independent contract value of each such work does not exceed 1% of the sum insured for insured property or S\$100,000, whichever is the lesser.

- 3. Appraisal Clause**
If the aggregate claim for any one loss or damage does not exceed S\$10,000 or 5% of the sum insured, whichever is the lesser by the item (or items) affected, no special inventory or appraisal of the undamaged property is required.

If two (2) or more buildings were included as a single item, this benefit shall apply to the range of buildings and/or contents by the item (or items) affected.
- 4. Architects' Surveyors' & Consultant Engineers' Fees**
We extend to cover fees and costs for architects and other consultants for estimates, plans, specifications, quantities, tender and supervision up to a limit of S\$5,000.
- 5. Automatic Reinstatement**
The total sum insured will not be reduced by the amount of a loss provided you pay any additional premium that may be required.
- 6. Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings**
Awnings, blinds, signs or other outdoor fixtures or fittings are covered provided our liability under this extension shall not exceed S\$10,000 in total.
- 7. Brand and Label**
If branded or labeled merchandise is damaged and we elect to take all or any at the agreed or appraised value, you may, at your own expense, stamp "Salvage" on these merchandise or its containers and may also remove the brands or labels. Such stamp or removal must not damage the merchandise, and you shall re-label the merchandise or containers in compliance with the requirements of law.
- 8. Breach of Conditions and/or Warrants**
The conditions and warranties shall apply individually to each of the item insured and not collectively to them. Thus a breach in any condition or warranty shall void the portion only to which that breach applied and does not affect the portion in respect of the other items.
- 9. Capital Additions**
We extend to cover the costs of alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to the insured property up to 10% of the total sum insured or S\$50,000 whichever is the lesser, subject to you declaring to us at the end of each quarter during the Period of Insurance such alterations, additions and improvements and pay any additional premium that may be required.
- 10. Contract Price**
If the stocks insured have been sold but not delivered for which you are responsible under the conditions of sales, and the contract is cancelled by reason of non-delivery due to damage by fire or by any other peril insured by us, our liability shall be based on the Contract Price.

For the purposes of Average, the value we shall pay such damaged stocks insured shall be calculated on the same basis as that on which the loss is assessed.
- 11. Cost of Demolition and Clearing and Erection of Hoarding**
We extend to cover the costs incurred for demolition of Buildings and/or removal of debris from the site, and in providing, erecting and maintaining any street or pavement hoarding required during demolition site clearing and/or building operations following destruction of or damage to the insured property by fire or any other perils hereby insured against, provided our liability shall not exceed 10% of the cost and expense necessary to restore damaged insured property.
- 12. Cost of Re-Erection**
We extend to cover the reasonable cost and expense incurred to re-erect or reinstall insured machinery and plant damaged directly by an Insured Peril, provided our liability under this extension shall not exceed S\$5,000 in total.
- 13. Customer's Goods**
Subject to the terms as regards to Customer's Goods, we shall indemnify you against your legal liability for damage to such property by fire or any other insured peril, provided our liability is limited to the value of the goods and excludes payment for any liability for consequential losses.
- 14. Description of Property Insured**
Where any doubt arises as to the definition of any property included for the basis of settlement, we agree to accept the designation of such property according to your books.
- 15. Divisible Control**
If we cover two (2) or more buildings or the contents of two (2) or more buildings, the breach of any conditions in any one or more of the buildings covered or containing the property covered shall not prejudice your right to recover for loss occurring in any other building covered or containing the property covered.
- 16. Electrical Installation**
We cover loss or damage by fire to the electrical appliances and installation insured by us arising from overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity (lightning included). But we are not liable for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by fire or lightning.
- 17. Extended Impact Damage**
We extend to cover damage to the insured property and/or to walls, gates and fences resulting from impact by any road vehicles or animals. You shall bear the first S\$500 of each and every claim arising from this benefit.
- 18. Fire Extinguishing Cost/Fire Brigade Charges**
We extend to cover the cost and expense incurred to extinguish fire involving or threatening insured property, provided our liability shall not exceed S\$5,000.
- 19. Hazardous Goods**
We allow the use and storage of hazardous goods usual to the business. The quantity and manner as permitted by law or legal regulations shall serve as reference to determine any material increase in risk arising from such hazardous goods.

20. **Heating and Power**
We extend to cover the use of electric, gas and other lighting, heating and power usual to trades and occupations allowed as provided by Law, By-Law or Municipal Regulation.
21. **Leased Property**
We will pay any party with an insurable interest in the insured property as a Mortgagee, Lessor, Hirer or the like up to the extent of their interest, provided such interest is not more specifically insured.
22. **Loss Notification**
You will not be prejudiced by any inadvertent delays, errors or omission in notifying us of any circumstances or events giving rise or likely to give rise to a claim.
23. **Outbuilding**
The item on building is extended to include walls, gates and fences, small outside buildings, extensions, annexes, exterior staircase, fuel installations, steel or iron frameworks and tanks and the item under Contents extends to include the contents of each outbuilding.
24. **Payment on Account**
If liability for loss has been established, but the final loss amount payable has yet to be determined, progress payments on account will be made upon your request at such times and for such amounts as agreed by us, provided the sum of such payment is deducted from the final determined amount of insured loss.
25. **Privileges / Permission Granted**
You may:
- (a) conduct business at the Location at all hours.
 - (b) uses insured property for other occupancy, which is not more hazardous than the occupancy at the time of inception of the current Policy. Provided you advise us in writing of such change or additional occupancy as soon as practicable.
 - (c) make all alterations, additions or repairs to insured property provided such works are opened for examination and supervision by us and in any dispute regarding the cost of repair, the loss shall be settled in accordance with the terms of this Policy. You shall maintain reasonable and sufficient evidence of loss to enable determination of policy liability and actual loss amount. Provided the sole reason for this privilege being to quickly avail again your use of operating property necessary for the business.
26. **Public Authorities / Ordinance**
We extend to cover additional cost and expense to reinstate insured property damaged by an insured peril incurred to comply with legal building or other legislation, provided:
- (1) The amount payable shall not include:
 - (a) The cost or expense incurred to comply with any of the aforementioned Regulations:
 - (i) for any loss prior to the granting of this extension.
 - (ii) if notice of compliance with such Regulations has been served upon you before the loss occurred.
 - (iii) for damaged insured property or undamaged portions of the insured property.
 - (b) the additional cost or expense that is required to reinstate or replace damaged insured property, had the necessity to comply with any of the aforementioned Regulations not arisen
 - (c) the amount of any tax, development or any other charge or assessment related to the insured property payable to comply with any of the aforementioned Regulations.
 - (2) The work of reinstatement or replacement is commenced and carried out with due diligence and completed within twelve (12) calendar months (or such extension that we may agree to in writing) from the date of loss, otherwise the amount payable shall be that payable had this clause not been incorporated.
 - (3) If our liability under any insured item is reduced by the application of any provision in this Policy apart from this extension, then our liability under this extension shall be reduced in like proportion.
27. **Reinstatement Value (excluding Stock)**
The payment for damage (other than to Stock) shall be the actual cost and expense to reinstate or to replace damaged insured property on the same site, provided:
- (1) All other property insurance covering insured property at the time damage occurs also provide for the same basis of payment; otherwise payment shall be the Indemnity Value.
 - (2) The work of restoration is commenced and carried out and completed within twelve (12) calendar months (or such time that we may agree to in writing) from the date of loss; otherwise the amount payable shall be the Indemnity Value at the time property damage occurs.
 - (3) If at the time of reinstatement or replacement the sum insured is less than the Replacement Value of insured property, then you shall be deemed your own insurer for the difference between the Replacement Value and shall bear a proportionate share of the loss amount.
 - (4) We shall not be bound to reinstate or replace exactly but only as circumstances permit and in reasonably sufficient manner.
- If you are unwilling or unable to reinstate or replace the damaged property, then the damage shall be settled at Indemnity Value. For this purpose, "Indemnity Value" shall mean the reinstatement or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The value will be calculated by deducting depreciation from the replacement or reinstatement value of the insured property.
28. **Removal of Debris**
We extend to cover the cost and expense incurred to support, dismantle, demolish or remove debris of insured property, damaged by an insured peril and to provide associated site hoarding or barriers for public safety purpose. Our maximum liability shall be:
- (1) if such cost and expense are insured as a separate insured item, the amount specified.
 - (2) in the absence of a specific amount under a separate item then such costs and expenses are not to exceed 10% of the costs and expense otherwise necessary to reinstate the damaged insured property.
29. **Rent (if applicable)**
The insured item Rent either Payable/Receivable is applicable only to the part of the Location rendered wholly unfit for occupation as a direct result of property damage. Provided our maximum liability shall be the lower of the sum insured specified on the Schedule under item "Rent" or the proportion thereof as measured by the period of uninhabitable condition in relation to your indemnity period for Rent.

30. Services

The items relating to Plant, Machinery or Equipment extends to include physical loss caused by an insured peril to such property directly associated with telephone, gas, water and electrical services supplied under contract to the Location, provided such property belongs to you or for which you are legally responsible.

31. Sue and labour

We extend to include cost and expense incurred following property damage by you with our written approval to sue in your own name for payment of such loss from any other party or person. If at the time the loss occurred, the item was insured for an amount less than its value, the amount payable under this extension shall be proportionately reduced. Also if any of such cost or expense is recoverable from the other party, we shall be entitled to a proportionate amount of the recovery.

32. Temporary Removal (Deeds and Documents)

We extend to cover deeds and other documents (including stamps thereon) manuscripts, plans and writings of every description and books (written or printed) up to 10% of the sum insured or S\$5,000, whichever is the lesser whilst temporarily removed to any premises not in your occupation and whilst in transit by road, rail or inland waterway or coastal waters within Singapore.

33. Temporary External Removal

We extend to cover loss caused directly by an insured peril to insured machinery, plant, equipment and other movable property, except stock or merchandise of any description, while temporarily removed for cleaning, modification, repair or similar purpose either to elsewhere at the same Location or to any other premises within Singapore, including during transit by road, rail or inland waterway to any from such other premises. Provided the duration of temporary removal does not exceed thirty (30) continuous days.

Our liability under this extension in total shall not be more than 10% of the sum insured for the applicable insured item.

This extension does not apply to any property insured either separately or elsewhere, nor to motor vehicles or motor chassis or property (other than plant and machinery) held in trust by you occurring elsewhere than at the Location.

34. Temporary Protection and Safety Costs

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

35. Tenants' Improvements

The item "Building" includes tenants' fixed improvement, alterations and decorations for which you are legally responsible.

36. Vehicle Load

If insured property is being left loaded in securely locked vehicles or freight containers overnight while in the premises as stated in the Schedule, we will pay you for loss of or damage to such property up to a limit of 10% of sum insured or S\$25,000, whichever is the lesser.

SECTION 2 - WORK INJURY COMPENSATION

WHAT IS COVERED

We will pay you if any employee under your employment sustain personal injury by accident or disease in the course of his employment by you in the business during the Period of Insurance.

We will pay all sums for which you are liable to compensate either under the Legislation or at Common Law, and will in addition pay all costs and expenses incurred by you with our written consent.

In event of your death, we will pay your legal personal representatives in respect of liability incurred by you provided that such personal representatives shall as though they were you observe, comply, fulfil and be subject to the terms of this Policy in so far as they can apply.

Provided in the event of any change in the Legislation or the substitution by other legislation, we reserve the right to cancel this Section in accordance with **General Condition 10 - Cancellation** or allow the Section to remain in force and charge additional premium.

WHAT IS NOT COVERED

We shall not be liable for:

1. your liability which attaches by virtue of an agreement and would not have attached in the absence of such agreement.
2. your liability to employees of independent contractors engaged by you.
3. any of your employee who is not an "employee" within the meaning of the Legislation.
4. any sum which you would have been entitled to recover from any party but for an agreement between you and such party.
5. injury to any of your employee resulting from an accident if it is proved that the injury to the employee is directly attributable to the influence of alcohol or a drug not prescribed by a medical practitioner unless you are liable under the Legislation.
6. any incapacity or death resulting from a deliberate self-injury or the deliberate aggravation of an accidental injury.

LIMIT OF LIABILITY AT COMMON LAW

Our liability in respect of Common Law claim shall be limited to S\$10,000,000, unless otherwise specified in the Schedule, for any one claim or series of claims arising out of one event.

ADDITIONAL BENEFIT APPLICABLE TO SECTION 2

1. Endorsement 77

In consideration of premium being paid on the total earnings of all non-manual employees, whose monthly earnings are more than \$1,600, as described in the Schedule, we extend to indemnify you in respect of your liability at Common Law for any accident or disease to such employees arising out of and in the course of employment.

JURISDICTION

1. This Section shall be governed by the laws of the Republic of Singapore.
2. The indemnity shall not apply to judgements, which are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.

SECTION 3 - PUBLIC LIABILITY

DEFINITIONS

1.	Named Insured	is deemed to include the following under this section: (a) The name Insured (b) Any of your director, partner or employee but only whilst acting within the scope of their duties in such capacity (c) Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct entity and the word "Insured" will be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties provided that nothing in this Clause will operate to increase our liability. (d) Where the Insured is comprised of more than one party, then any information supplied or any omission or non-disclosure by any one party will be deemed to have supplied, omitted or withheld by and on behalf of all such parties.
2.	Vehicle	Shall mean and type of machine (including its attachments) on wheels or on self-laid tracks made or intended to be propelled by other than animal or manual power or monorail.
3.	Business	means only the business specified in the Schedule and includes the provision and management of: (a) Canteen, social, sports, welfare and child care facilities for the benefit of the Insured's employees, members or guests (b) First aid, medical, fire and ambulance services provided by the Insured.

WHAT IS COVERED

We will pay you against all sums that you shall become legally liable to pay as damages for:

1. accidental bodily injury (including death or disease) to any person
2. accidental loss of or damage to property happening in connection with the Business and occurring during the Period of Insurance
(a) anywhere in Singapore relating to Insured's Business
(b) elsewhere in the world in connection with business travels by director or non-manual staff residing in and travelling from Singapore

Provided our liability for all claims is within the legal jurisdiction of the Republic of Singapore

We will also pay:

1. legal costs, charges and expenses incurred either by you or us with our written consent.
2. costs, charges and expenses recoverable from you by any claimant.

Provided that our liability shall not exceed the Limit of Indemnity stated in the schedule.

WHAT IS NOT COVERED

We will not pay for:

1. (a) Liability for bodily injury to any person arising in the course of the employment of such person by you.
(b) Liability imposed by any Government or other Authority for compensation or reimbursement under any legislation relating to such bodily injury.
2. Liability for loss of or damage to property belonging to or in your charge, custody or control or any member of your family, household or employee.
3. Liability directly or indirectly occasioned by or through or in consequence of faulty workmanship.
4. Expenditure incurred in doing, redoing or making good any work that you have contracted to do.
5. Liability for bodily injury or property damage accepted by agreement unless such liability would still have arisen even if the agreement had not been entered into.
6. Liability for bodily injury or property damage caused by breach of professional duty or any error or omission related to such breach by you or as a consequence of you acting as a Consultant or Professional Advisor providing services, advice, designs, plans, specifications or formulae for a fee or commission.
7. Liability for bodily injury or property damage caused by any goods or any containers sold, supplied, repaired, renovated, let, on hire or handled by you and no longer in your possession or control (other than food or drink sold or supplied on the premises and not forming part of your business).
8. Bodily injury or property damage caused by vibration, the removal or weakening of or interference with support to land, buildings or any other property.
9. Loss of a damage to property caused by or resulting from explosion of any boiler or other apparatus owned or used by you which is intended to operate under internal pressure due to steam.
10. (a) Liability for bodily injury or property damage or loss of use of property caused by seepage, pollution or contamination.
(b) The cost of removing, nullifying or cleaning up seeping, polluting or contamination substance.
11. Liability for bodily injury or property damage caused by:
(a) The ownership, maintenance or use by you or on your behalf of any aircraft, spacecraft or satellite, aerial device, aircraft landing areas (other than private landing strips), watercraft or hovercraft.
(b) The refuelling of any aircraft or aerial device.
12. Liability for bodily injury or property damage caused by the ownership, maintenance or use of any vehicle in respect of which registration and/or insurance is required by virtue of any legislation.
13. Fines, penalties or exemplary damages.
14. Liability for injury illness loss or damage which results from a deliberate act or omission by you and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
15. Liability for loss or damage to property being that part of any goods or land or building or structure on which you, your servant or agent is or has been working.
16. Liability for injury illness loss or damage caused by or in connection with or arising from defective sanitary installation or poisoning of any kind or foreign or deleterious matter in food or drink.

LIMIT OF INDEMNITY

Our liability for all claims shall not exceed the Limit of Indemnity stated in the Schedule in respect of one occurrence or series of occurrences consequent upon one original cause for all bodily injury loss or damage and is unlimited in any one Period of Insurance in respect of all occurrences.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 3

1. Defective Sanitary Installation

We extend to cover bodily injury, property loss or damage caused through air or water pollution caused by immediate discharge consequent upon an accident or due to defective drains, sewers or sanitary arrangement.

2. Demonstration and Exhibition

We extend to cover your legal liability for accidental bodily injury to any person or accidental loss or damage to property happening whilst you are holding demonstration and/or exhibition of your product at demonstration and exhibition sites anywhere within the Republic of Singapore up to a limit of **S\$100,000** or the sum insured as stated in the Schedule, whichever is the lesser, any one loss and any one Period of Insurance.

3. First Aid Facilities

We extend to cover you for legal liability arising out of your provision of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession, any employee or voluntary worker of any hospital or ambulance organization.

4. Loading / Unloading

We extend to cover your legal liability for bodily injury and/or damage to property arising out of loading or unloading operation from a stationary vehicle including delivery or collection of the load from or to the vehicle.

5. Neon / Advertising Signs

We extend to cover your legal liability arising out of accidents caused by or through neon/advertising signs or installations, which are your property located anywhere within Singapore.

Warranted that you shall comply with all statutory enactment by-laws and regulations and shall at all times ensure that the neon/advertising signs installations are kept in a proper state of repair. If any defect is discovered, you shall make good such defects and also take additional precautions for the prevention of accidents as the circumstances may require.

6. Non-Owned and Hired Motor Vehicles

We extend to indemnify you against your legal liability in respect of bodily injury or damage arising out of the use of motor vehicle owned, non-owned or hired by employees and used in the course of the business.

We shall not be liable for:

- (a) Loss of or damage to any such vehicle.
- (b) injury or damage arising while such vehicle is being:
 - (i) Driven with your consent or that of your representative by any person who to your knowledge or that of your representative does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence.
 - (ii) Used elsewhere than within the premises mentioned in the Schedule.
- (c) Any accident giving rise to a claim if at the time of the occurrence of such accident there is any other existing insurance covering the same liability.

The term “motor vehicle” is deemed to mean any private car and/or motor cycle.

7. Plant and Machinery

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

Further, we will not pay you in respect of liability for which insurance or a surety is made compulsory under any legislation governing the use of motor vehicles.

8. Social Sports & Recreation

Your business shall be deemed to include the provision of social, sports and welfare activities for the benefit of your employees.

We will treat your employees as though they were you whilst engaged in the above-mentioned activities provided that:

- (a) such employee is not entitled to payment under any other policy.
- (b) such employee shall observe the terms of this Policy.
- (c) in respect of any claim or number of claims arising out of one cause and we are liable to pay more than one party, the total amount of payment to all parties shall not exceed the Limit of Liability as stated in the Schedule.

9. Tenants Liability

We extend to cover your legal liability in respect of accidental loss or damage caused:

- (a) to any building or premises or part thereof not belonging to you but under your occupation.
- (b) to the contents, fixtures and fittings of the aforesaid buildings or premises or part thereof not belonging to you but in your charge or control.

SECTION 4 - BUSINESS INTERRUPTION (Optional)

Operative only if indicated in Schedule

DEFINITIONS

1.	Business Interruption	Financial loss incurred which arises because normal business at the location is disrupted as a result of property damage.
2.	Gross Profit	The amount by which the sum of the Turnover and the amount of Closing Stock exceeds the sum of the amounts of Opening Stock and Specified Uninsured Working Expenses . [Note: Your usual accounting methods, with reasonable provisions made for depreciation, will be used to determine the amounts of Opening and Closing Stocks].
3.	Item	Your interest stated in this Policy to be a subject of insurance.
4.	Location	The premises stated in this Policy where you conduct business.
5.	Normal	In the manner or under the conditions that would have existed had property damage not occurred.
6.	Period of Indemnity	The period of time, up to Maximum Indemnity Period specified in the Schedule, starting on the date of property damage during which the results of the business may be affected.
7.	Wages	The Remuneration (including Central Provident Fund contributions, bonus, overtime pay and other payments pertaining to employment) of all employees other than those whose remuneration is treated as salaries in your book of accounts.
8.	Specified Uninsured Working Expenses	Variable cost of business, including discounted cost of purchases, carriage packing and freight, bad debts and other items as specified in the Schedule. If not specified, then all variable costs and expenses of the business recorded in its books of accounts as incurred to generate Turnover .
9.	Turnover	The money, less any discounts, paid or payable to you for goods sold and delivered, and for services rendered in the course of business at the Location.
10.	Shortage in Turnover *	The amount by which the Turnover during the Period of Indemnity falls short of the Standard Turnover because of property damage.
11.	Rate of Gross Profit *	The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of property damage.
12.	Annual Turnover *	The turnover during the twelve (12) months immediately before the date of property damage.
13.	Standard Turnover *	The Turnover during that period in the twelve (12) months immediately before the date of property damage which corresponds with the Period of Indemnity.
14.	Revenue	The money, less any discounts, paid or payable to you in the course of business at the location.
15.	Annual Revenue *	The Revenue during the 12 months immediately before the date of property damage.
16.	Shortage in Revenue *	The amount by which the Revenue during the Period of Indemnity falls short of the Standard Revenue because of property damage.
17.	Standard Revenue *	The Revenue during the period in the 12 months immediately before the date of property damage which corresponds with the Period of Indemnity.

* adjustments will be made as necessary so that the final amount of indemnity most closely represents the amount of loss based on most probable business experience during the Period of Indemnity.

WHAT IS COVERED

If during the Period of Insurance, any insured property (as insured under **Section 1-Fire & Extraneous Perils**) used by you at the premises for the purpose of the business be destroyed or damaged by the perils insured under the same Section (hereinafter termed Damage) and the business carried out by you be interrupted or interfered with, we will pay to you the amount of loss resulting from such interruption or interference in accordance with the stated Basis of Settlement.

BASIS OF SETTLEMENT

- In respect of Gross Profit**
The payment for business interruption under this insurance shall be"
 - the actual loss of **Gross Profit** suffered by you, computed by multiplying the **Rate of Gross Profit** with the **Shortage in Turnover**, and
 - the increased cost of working reasonably and necessarily incurred by you for the sole purpose of avoiding or reducing **Shortage in Turnover** but not more than the amount by multiplying the **Rate of Gross Profit** to the **Shortage in Turnover** avoided or reduced,

LESS:

- those charges and expenses of the business payable out of **Gross Profits** that may cease or be reduced because of property damage, and
- the actual **Turnover** and actual **Gross Profits** derived elsewhere during the Period of Indemnity for the benefit of the business,

Provided if the Sum Insured specified in the Schedule is less than the amount computed by multiplying the **Rate of Gross Profits** to the **Annual Turnover** [or its proportionate amount if the Maximum Indemnity Period exceeds twelve (12) months], the indemnity shall be proportionately reduced.

2. In respect of Gross Revenue

The indemnity for business interruption under this item shall be:

- (a) the actual **Shortage in Revenue** suffered by you, and
- (b) the increased cost of working reasonably and necessarily incurred by you for the sole purpose of avoiding or reducing **Shortage in Revenue** but not more than such **Shortage in Revenue** avoided or reduced,

LESS:

- (c) those charges and expenses of the business payable out of **Revenue** that may cease or be reduced because of property damage, and
- (d) the actual **Revenue** derived elsewhere during the Period of Indemnity for the benefit of the business,

Provided if the sum insured specified in this Policy for this item is less than the **Annual Revenue** (or its proportionate amount if the Maximum Indemnity Period exceeds 12 months), the indemnity shall be proportionately reduced.

SPECIAL CONDITION TO SECTION 4

1. Return of Premium

In the event of Income earned during the financial year most closely concurrent with any Period of Insurance as certified by your professional accountants being less than the sum insured, a pro-rata return of premium not exceeding fifty (50) per cent of the premium paid will be made in respect of the difference. If any loss shall have occurred, giving rise to a claim, such return shall be made in respect only of so much of the said difference as is not due to such loss.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 4

1. Alternative Trading Clause

If during the Indemnity Period work shall be done or services rendered elsewhere than at the premises for the benefit of the business either by you or by others on your behalf, the money paid or for such work or services shall be brought into account in arriving at the amount of income during the indemnity period.

2. Accumulated Stock

In adjusting loss, an equitable allowance will be made for any shortage in Turnover which, is postponed by using stock of finished goods.

3. Automatic Reinstatement of Loss Amount

The sum insured shall be automatically reinstated immediately after any insured loss to which an aggregate limit applies. In consideration of such reinstatement, you shall pay an additional premium computed by multiplying the rate to the paid loss amount, but pro-rated for the unexpired duration of the Period of Insurance from the time of loss.

4. Business conducted other than at Location

The actual Turnover and actual Gross Profits derived elsewhere during the Period of Indemnity for the benefit of the business shall be taken into account to determine the final amount of insured loss.

5. Denial of Access

In physical loss caused by an insured peril to property of others nearby the Location affects access to the Location then such denial of access to or use of the Location shall be deemed to be property damage for which Business Interruption will apply.

6. Department

If business is conducted by departments for which independent trading results can be determined, the provisions of each Item in the Schedule shall apply separately to each department affected by property damage provided if the sum insured by the said Item is less than the total of the amounts computed by multiplying the applicable **Rate of Gross Profit/wages** for each department (whether affected by the property damage or not) with its departmental **Annual Turnover**, the amount payable shall be proportionately reduced.

7. New Business (if applicable)

Business interruption arising during the first year of business shall be determined using:

- (a) the actual Rate of Gross Profit earned from start of business up till date of property damage,
- (b) the proportional equivalent of Annual Turnover, based on actual Turnover realised from start of business up till date of property damage,
- (c) the proportional equivalent of standard Turnover, based on actual Turnover realised from start of business up till date of property damage,
- (d) the actual Rate of Wages to Turnover from start of business up till date of property damage.

Provided that adjustments will be made as necessary so that the final amount most closely represents the amount of loss based on most probable business experience during the Period of Indemnity.

8. Utilities & Services

Physical loss caused directly by an insured peril to property situated within Singapore at any utility which is under direct arrangement to supply the Location with water, gas or electricity shall be deemed to be property damage for which Business Interruption will apply. Provided our liability shall effect only if affected utility or service to the Location is interrupted continuously for at least twenty-four (24) hours, and then only to such period in excess of twenty-four (24) hours.

SECTION 5 - BURGLARY (Optional)

Operative only if indicated in Schedule

WHAT IS COVERED

We will pay you or at our option by repair, reinstatement or replacement against:

1. loss of or damage to any of the insured property by theft following entry or exit from the premises by forcible and violent means or
2. any damage to the premises that you have to bear, by such theft or any attempt thereat.

WHAT IS NOT COVERED

We do not cover loss or damage:

1. by theft or attempt thereat whether alone or in conspiracy with others by any member of your family, business or domestic staff.
2. to deed, bonds, bills of exchange, bank treasury or promissory notes, cheques, money, securities for money, stamps, coins, computer systems records or media.
3. to insured property whilst the premises:
 - (a) are unoccupied for a period exceeding seven (7) consecutive days or are occupied other than as stated in the Schedule unless you have obtained our written consent and have paid to us the additional premium, if any
 - (b) are lent, let or sub-let.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 5

1. All Other Contents

The insured property under Contents includes:

- (a) Money and stamps not specifically insured for an amount not exceeding S\$1,000;
- (b) Documents manuscripts and business books but only for the value of the materials as stationery together with the costs of clerical labor in writing up and not for the value to you of the information contained in such. We shall pay up to S\$500 any one document manuscript or business book and in total shall not exceed S\$10,000 or 5% of Sum Insured, whichever is the lesser;
- (c) Computer systems records but only for the value of the materials together with the cost of clerical labor and computer time in reproducing the records (excluding any expenses for the production of information to be recorded) and not for the value to you of the information contained in such for an amount not exceeding S\$20,000 or 5% of sum insured, whichever is the lesser;
- (d) Patterns models moulds plans and designs up to S\$1,000 any one pattern model mould plan or design and in total shall not exceed S\$20,000 or 5% of sum insured;
- (e) Employees' pedal cycles clothing tools and other personal effects including money in total not specifically insured up to S\$250 any one employee and in total S\$2,500.

2. Armed Robbery/Hold-up

We extend to cover the risk of armed robbery and hold-up at your premises.

3. Automatic Reinstatement

The Total Sum Insured will not be reduced by the amount of a loss provided that you pay any additional premium that may be required.

4. Breach of Conditions and/or Warranties

The conditions and warranties shall apply individually to each of the risk insured and not collectively to them. Thus a breach in any condition or warranty shall void the portion only in respect of all the risks to which that breach applied and does not affect the portion in respect of the other risks.

5. Description of Property Insured

Where any doubt arises as to the definition of any property included for the basis of settlement, we agree to accept the designation of such property according to your books.

6. First Loss (if applicable)

If insurance is arranged on the basis of First Loss up to an amount stated in the Schedule, no **Average Condition** is applicable in the event of a loss.

7. Loss Notification

You will not be prejudiced by any inadvertent delays, errors or omission in notifying us of any circumstances or events giving rise or likely to give rise to a claim.

8. Temporary Protection and Safety Costs

We extend to cover costs and expenses incurred for the temporary protection and safety of insured property, pending repair or replacement consequent upon damage insured by us up to S\$2,500.

SECTION 6 - MONEY (Optional)

Operative only if indicated in Schedule

DEFINITIONS

- | | | |
|----|----------------|--|
| 1. | Money | shall mean cash currency notes or coins, bank notes or cheques money orders postal orders, or current unused stamps, vouchers, tickets. |
| 2. | Business hours | Shall mean your working and office hours (including overtime) when you, your directors, officers, partners or employees are on the Premises for the purpose of the Business. |
| 3. | Safe | Shall mean a burglar-resistant container that is specifically designed to resist fire and attack by hand-held or power-operated tools and for the storage of money and valuables. |
| 4. | Strongroom | Shall mean a burglar-resistant structure constructed of masonry and steel, which is designed to resist fire and attack by hand-held or power-operated tools and has been specifically designed for the storage of money and valuables. |

WHAT IS COVERED

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

- whilst the money is on your premises during business hours contained:
 - in locked safe/strongroom
 - in locked drawer/cabinet.
- Whilst the money is on your premises after business hours contained:
 - in locked safe/strongroom up to the amount stated in the Schedule
 - in locked drawer/cabinet up to S\$2,500 or the amount stated in the Schedule, whichever is the lesser.
- in transit anywhere in the Republic of Singapore provided that money is in your personal custody or your authorised employees.

WHAT IS NOT COVERED

We do not pay for:

- Consequential loss of any kind.
- Any losses which are more specifically insured.
- Loss or damage caused by or arising from:
 - Theft from a vehicle unless accompanied by visible, forcible and violent entry up to S\$500 per vehicle.
 - Theft from a safe or strongroom opened by a key or by use of a combination, either of which has been left unsecured on the premises when you or any authorised employees are not on the premises.
 - Shortage due to clerical or accounting error or omission, mysterious disappearance.
 - Fraudulent or dishonest acts or fraudulent misappropriation by you or any person in your service.

LIMIT OF INDEMNITY

Our liability in respect of any occurrence or series of occurrences arising from or attributed to one source or original cause shall not exceed the amount stated in respect of each item in the Schedule.

WARRANTY

You shall keep a daily record of the amount of money contained in the locked safe, strongroom, drawer and cabinet. Such record shall be deposited in a secured place other than the locked safe, strongroom, drawer and cabinet. This is required as documentary evidence in the event of a claim.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 6

We extend to cover:

- Travellers Money**
We will pay up to S\$1,000 for loss or damage to money being your property whilst in your personal custody or that of your director, officers, partner or employee travelling on business any where in the world provided our liability does not exceed S\$5,000 in all for the Period of Insurance.
- Personal Injury**
We will pay you the sum(s) of money shown in the Schedule of Benefits below if any employee shall sustain bodily injury caused by robbery or attempted robbery occurring during his employment and within Singapore up to a maximum of two (2) employees an one Period of Insurance.

Schedule of Benefits

Bodily injury causing	Sum Insured
1) Death occurring within twelve (12) months of the bodily injury	\$30,000
2) Total and irrecoverable loss of all sight in one or both eyes rendering the person absolutely blind in the eye or eyes beyond remedy by surgical or other treatment within twelve (12) months of the bodily injury	\$30,000
3) Total loss by physical severance or complete and irrecoverable loss of use of either one or both hands and/or one foot or both feet	\$30,000
4) Permanent total disablement entirely preventing the person from following any occupation	\$30,000
5) Total disablement entirely preventing the person from engaging in or give attention to his usual occupation	\$100 per week
6) Incurred medical expenses	\$1,000

We do not cover any physical defect infirmity or medical condition that existed at or prior to the inception date of this insurance.

Provisos

- (1) Benefits shall not be payable under more than one of the Items in the **Schedule of Benefits** in respect of the same accident or of the same period of disablement in respect of the same person except that payment may be made under Items 4, 5 and 6. After a claim has been paid under one of Items 1, 2, 3 or 4 in respect of any employee no further liability shall attach to us in respect of that employee during the current Period of Insurance.
- (2) Benefits under Item 4 shall be payable only on certification by a medical practitioner of permanent total disablement as defined and not before the expiry of 104 consecutive weeks disablement. Any sum payable under Item 4 shall be reduced by the total of any payment made under Item 5 in respect of the same bodily injury.

"Permanent Total Disablement" shall mean disablement beyond reasonable hope of improvement having lasted for a continuous period of twelve (12) months and preventing the Insured Person from attending to any occupation or paid work.
- (3) Benefits under Item 5 shall be payable:
 - (a) (i) when the total amount in respect of any one period of disablement has been agreed or
 - (ii) at your request at intervals of not less than four (4) weeks subject to medical and other information required by us
 - (b) up to but not exceeding in all 104 weeks in respect of any period(s) of disablement resulting from any one accident.

Condition

Following injury, the injured person must promptly obtain and follow medical advice from a qualified medical practitioner who must also supply a certificate confirming the nature and extent of injury.

In the case of death, where any reasonable doubt exists as to the cause, a qualified medical practitioner appointed by us shall be allowed to make a post-mortem examination of the injured person at our expense.

3. Armed Robbery &/or Hold-up

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

4. Automatic Reinstatement

The total sum insured will not be reduced by the amount of a loss provided you pay or agree to pay any additional premium that may be required.

5. Damage to Safe or Strongroom

We will pay for loss or damage to safe/strongroom up to S\$500 following theft or an attempted theft of money.

6. Employees Personal Effects

We will pay you up to S\$250 per person and in total S\$1,000 for any loss of or damage to clothing and personal effects (excluding money) of your employee where such loss or damage is caused by assault on the person in connection with robbery, hold-up or attempt thereat whilst such person is safeguarding the money which is insured under the Section.

7. Keys, Locks and Combinations

We will pay up to S\$500:

- (a) to replace locks and keys and combinations to any safe/strongroom following loss or damage by theft or any attempted theft, or if combinations become known, or if there are reasonable grounds to believe that the keys may have been duplicated.
- (b) for the cost of opening safe / strongroom following loss of keys or combinations.

SECTION 7 - GLASS (Optional)

Operative only if indicated in Schedule

DEFINITION

1. **Glass** shall be deemed to be plain unless otherwise specified and shall be replaced by glass of usual thickness or substance.

WHAT IS COVERED

We will either pay you or replace the breakage of insured glass, including the reasonable cost of any necessary boarding up incurred in consequence of such breakage up to the sum insured as stated in the Schedule.

WHAT IS NOT COVERED

We do not cover:

1. breakage resulting directly or indirectly from:
 - (a) fire, lightning, explosion, cyclone, hurricane, tornado, typhoon or earthquake
 - (b) defects in framework, beading or other fittings.
2. claims in respect of
 - (a) lettering, painting, embossing, silvering, ornamental work, bent, stained, beveled or movable glass unless specifically insured hereunder
 - (b) the cost of removal or replacement of any fittings, fixtures or other obstructions to replacement
 - (c) any consequential loss, damage or injury.

SPECIAL CONDITION

1. **Repositioning**
The insured glass is only covered whilst it remains in the position in which it is fixed and provided no step is taken to remove such glass, change its position or carry out any work or alteration to it or its framework, beading or other fittings. Showcases may be removed in the same premises provided the glass insured therein remains in its fixed position but we shall not be liable for breakage during such removal.

MEMORANDUM

1. **Automatic Reinstatement**
The Total Sum Insured will not be reduced by the amount of a loss provided you pay or agree to pay any additional premium that may be required.

SECTION 8 - FIDELITY GUARANTEE (Optional)

Operative only if indicated in Schedule

DEFINITION

1. **Employee** Shall mean any person you employed or Executive director or officer whom you have right to direct in the course of the business.

WHAT IS COVERED

We will pay for loss of money (that is cash, currency note or coins, bank notes or cheques, money orders, postal orders, or current unused stamps, vouchers, tickets) or other property, belonging to you or for which you are legally responsible as a result of any act of fraud or dishonesty committed by your Employee which occurs during the Period of Insurance and during the uninterrupted service of the Employee with you and is discovered and notified to us:

1. During the Period of Insurance or
 2. Within twelve (12) calendar months of being committed
- Up to the Amount Guaranteed shown in the schedule.

All losses in respect of one event or series of events arising from one source or original cause, as a result of any act of fraud or dishonesty committed during the Period of Insurance shall be deemed to be one event.

The Amount Guaranteed is reduced by any payment made or due to be made during any one Period of Insurance.

WHAT IS NOT COVERED

We will not pay for claims:

1. if the nature of your business is changed unless it is notified and agreed by us.
2. if the precautions and checks for securing accuracy of accounts and stock level are not duly observed.

SPECIAL CONDITIONS TO SECTION 8

1. **Discovery**
Once you become aware of or have reason to suspect that an Employee has committed an act of fraud or dishonesty, we will not be liable for any further loss due to any act of fraud or dishonesty committed by such Employee after such discovery.
2. **Acquisitions**
We do not cover any company or other legal entity acquired by you during the Period of Insurance unless it has been reported to and agreed by us.
3. **Proof of Loss**
We shall not be liable for losses where you are unable to identify the Employee responsible.
4. **Recoveries**
In the event of a claim:
 - (a) you shall, to the extent allowed by law, retain all monies and other assets due to the Employee, which caused the insured event and will treat such monies or assets as deduction from the claim.
 - (b) all your books of accounts and any accountant's reports shall be opened to our inspection and you shall give all information and assistance to enable us to obtain reimbursement from the Employee involved or his estate of any amount which we shall have paid or become liable to pay under this insurance.
5. **Sum Insured**
Upon the happening of any circumstances covered by this insurance, the sum insured shall immediately be reduced by the amount paid or payable by us in respect of the act or acts of fraud or dishonesty involved.
6. **Claim procedure**
Upon the happening of any circumstances giving rise or likely to give rise to a claim under this insurance, you shall immediately upon becoming aware of such loss or damage give immediate notice to:
 - (a) 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) us stating the Employee or Employees involved, their whereabouts and the acts of fraud or dishonesty discovered and within three (3) months thereafter deliver to us a claim in writing and supply full details, particulars and proofs and any other information as may be required by us.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 8

1. Auditor's Fees

We extend to cover you in respect of auditor's fees incurred by you, with our consent, in substantiating the amount of claim. Our liability shall not exceed S\$5,000.

2. Automatic Addition and Deletion

We provide automatic addition of any new employee on joining your employment for amount guaranteed not exceeding the Amount Guaranteed stated in the Schedule, and automatic deletion of any employee who have left your employment, subject to you declaring to us within three (3) months after such addition or deletion.

SECTION 9 - EQUIPMENT (Optional)

Operative only if indicated in Schedule

WHAT IS COVERED

We will pay for the cost of repair, reinstatement or replacement against accidental physical loss or damage to the insured property specified in the Schedule due to external causes not excluded by this insurance occurring:

- (a) whilst the insured property is being used at the situation shown in the Schedule
- (b) during loading, unloading or transit other than by sea or air

Subject always to the indemnity being limited to a sum not exceeding the Sum Insured set against each item or in the whole the total sum insured.

WHAT IS NOT COVERED

We will not pay you for:

1. Loss or damage caused by testing or intentional overloading of any property or any experiment involving the imposition of abnormal conditions.
2. Loss of or damage to any item by its own ignition or explosion, mechanical or electrical breakdown, failure or derangement.
3. Wear and tear, corrosion or deterioration due to atmospheric conditions inherent vices, rusting, oxidation, discolourisation, any process of cleaning, restoring, alterations, maintenance, repairing or scratching of painted or polished surfaces.
4. Loss or damage caused by:
 - (a) the willful act or willful negligence of you or your employees
 - (b) infidelity of your employees or persons to whom your property is entrusted.
5. Loss or damage to foundations, masonry, exchangeable or replaceable parts and attachments such as flexible drivers or tools used for cutting, drilling, grinding, polishing or similar purpose or moulds, patterns, pulverizing and crushing surfaces, screens and sieves refractory linings, ropes, belts, chains, elevators and conveyor, bands, batteries, tires, connecting wires and cables, flexible pipes, jointing and packing materials and all parts not made of metal except the insulation of electrical conductors unless such loss or damage arises out of an event for which we are responsible to other parts of the property.
6. Loss or damage resulting from:
 - (a) unexplained disappearance or shortages revealed at any periodic stocktaking and/or due to clerical or accounting errors
 - (b) any dishonestly, fraudulent action, trick, device or other false pretence.
7.
 - (a) loss or damage due to fault, defect, error or omission in design plan or specification
 - (b) the cost of repairing, replacing or rectifying property which is defective in material or workmanship
8. Loss of use of any Property or consequential loss or legal liability of any nature.
9. Loss of and/or damage to or liability arising out of the ownership or possession of or use under your control or any person acting on your behalf of any power driven vehicle which is licensed for road use other than any mobile crane, mechanical shovel, grab excavator, site clearing and leveling plant or any self-propelled vehicle with plant permanently attached which is not more specifically insured under any policy of insurance.
10. The deductible stated in the Schedule to be borne by you in any one occurrence.

BASIS OF SETTLEMENT

1.
 - (a) In cases where damage to an insured item can be repaired, we will pay all expenses necessarily incurred to restore the damaged Property to its condition immediately before the occurrence of the damage. We will also pay the dismantling and re-erection charges incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop and custom duties, if any.

If any parts are found to be unprocurable, our liability shall be limited to the manufacturers or supplier's price list. Any extra charges incurred for overtime, night work on public holidays, express freight etc. is not covered by this insurance. The cost of any alteration, additions, improvements or overhauling undertaken at the time of such repairs and the cost of any provisional repairs and the consequences thereof shall also not be recoverable under this insurance.
 - (b) Where an insured item is totally lost or damaged, we shall pay the actual value of the item immediately before the occurrence of the loss including ordinary freight costs or erection and customs duties, if any. Such value will be calculated by deducting proper depreciation from the replacement value of the item. We will also pay any normal charges for the removal of the property damaged.
 - (c) All damage which can be repaired shall however be repaired but if the cost or repairs as detailed hereinabove equals or exceeds the actual value of the property insured immediately before the occurrence of the damage, the settlement shall be on the basis provided in (b) above.

(d) In both cases detailed Condition 1(a) and (b), the indemnity paid will be equal to the sum so ascertained less the value of any salvage and subject to the application of average, if necessary and deduction of the agreed deductible.

2. If at the time any claim arises, there be any other insurance effected by you covering the same loss or damage, we shall not be liable to pay more than its ratable proportion

ADDITIONAL BENEFIT TO SECTION 9

1. Replacement Value

In the event of insured property being lost or damaged, the basis upon which the amount payable is to be calculated, shall be the cost of replacing or reinstating the property of the same kind or type but not superior to or more extensive than the insured property when new.

Provided if at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum insured stated in the Schedule at the commencement of any insured damage to such property, then you shall be considered as being your own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this clause applies shall be separately subject to this provision.

WARRANTY

Warranted that during the continuance of this insurance, the insured property specified in the Schedule shall be maintained in good working order and that it shall not be overloaded and that the Government or other regulations relating to the condition, operation or inspection of such shall be observed.

MEMORANDA

1. Leasing (If applicable)

The Finance Company as stated in the Schedule (hereinafter referred to as the Lessors) are the owners of the insured property and such property is the subject of a Leasing Agreement made between the Lessors and you.

Any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) shall be made to the Lessors as long as they are the owners of the Property and their receipt shall be full and final discharge to us in respect of such loss or damage.

Notwithstanding any provision in the Leasing Agreement to the contrary, this Policy is issued to you namely as the principal party and not as agent or trustee for the Lessors and nothing herein shall be construed as constituting you an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by you to the Lessors of his rights, benefits and claims under this Policy, and further, nothing herein shall be construed as creating any right in the Lessor to sue us in any capacity for any alleged breach of its obligation.

SECTION 10 - ELECTRONIC EQUIPMENT (Optional)

Operative only if indicated in Schedule

A. MATERIAL DAMAGE

We will pay for the cost of repairs to or replacement of the Electronic Data Processing (EDP) equipment which having been successfully installed and in normal operating conditions should suffer any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded.

What is Excluded

We do not pay for:

1. The first S\$300 or the agreed deductible stated in the Schedule for each and every occurrence giving rise to an admissible claim.
2. Loss or damage caused by:
 - (a) faults or defects existing at the time of commencement of this insurance
 - (b) failure or interruption of any gas, water or electricity service or supply.
3. Loss or damage consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions.
4. Loss or damage for which the manufacturer and/or supplier is responsible.
5. Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement.
6. Any costs incurred in connection with:
 - (a) the elimination of functional failures, unless such failures were caused by a covered loss or damage to the insured items;
 - (b) the maintenance of the insured items, such exclusion also applies to parts exchanged in the course of such maintenance operations.
7.
 - (a) expendable parts such as valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable parts, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, any operating media, etc; aesthetic defects such as scratches on painted, polished or enamelled surfaces.
 - (b) aesthetic defects such as scratches on painted, polished or enamelled surfaces.
We shall provide compensation in the event that such parts are affected by a covered loss or damage to the insured items.
8. Consequential loss or liability of any kind.

Sum Insured

The sum insured is to be equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their replacement costs including freight, customs duties and dues, if any, and erection costs.

Basis of Settlement

In cases where damage to the insured EDP equipment can be repaired, we shall pay expenses incurred to restore the damaged EDP equipment to its former state of serviceability, plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured.

If the repairs are executed at a workshop owned by you, we shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the costs of repairs equal or exceed the actual value of the EDP equipment immediately before the occurrence of the damage, the settlement shall be made on the basis provided below.

In cases where an EDP equipment is destroyed, we shall pay the actual cost of a new equivalent with no deduction for depreciation. We shall also pay any normal charges for the dismantling of the EDP equipment destroyed, but the value of any salvage shall be taken into account. The destroyed EDP equipment shall no longer be covered under this Section, and all necessary data on the relevant substitute equipment shall be indicated for its inclusion in the Schedule. Any extra charges incurred for overtime, night work, work on public holidays or express freight shall be covered by this Section only if specially agreed in writing. The cost of any alterations, additions, improvements or overhauls shall not be recoverable. The costs of any provisional repairs shall be borne by us if such repairs constitute part of the final repairs and do not increase the total repair expenses. We shall make payments only after being satisfied by production of bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

Special Condition

We will indemnify you for loss or damage to the EDP Equipment specified in the Schedule only if you have a Maintenance Contract/Agreement with the manufacturer or supplier.

Maintenance Contract/Agreement shall be defined as follows:

1. Safety checks
2. Preventive maintenance
3. Functional testing
4. Rectification of loss or damage or faults arising from normal operations as well as from aging, e.g. by repair or replacing of modules, sections, assemblies and components.
5. Elimination of damage or troubles having occurred as a result of normal operation or wear and tear and requiring repair or replacement of components, modules and parts.

The cost of such maintenance work shall not be covered by us.

B. EXTERNAL DATA MEDIA

If insured external data media inclusive of the information stored thereon, suffer any material damage as covered under Section 10A, we will pay you the expenses incurred up to an amount not exceeding that stated in the Schedule for replacing the data media and re-recording of such information.

What is Excluded

We do not pay for:

1. The first S\$250 of each and every insured event giving rise to a claim.
2. Any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media and from loss of information caused by magnetic fields.
3. Consequential loss of any kind.

Sum Insured

The sum insured is to be equal to the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

Basis of Settlement

We shall pay for any expenses that can be proven to have been incurred by you within a period of twelve (12) months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner. If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within twelve (12) months after the occurrence, we shall only be liable to pay for the expenses incurred for replacing the lost or damaged data media by new material.

C. INCREASED COST OF WORKING

We will pay you any additional expenditure incurred for the use of substitute EDP equipment during the indemnity period if the damage payable under **Section 10A** gives rise to a total or partial interruption of the operation of the EDP equipment stated in the Schedule. Provided that such interruption occurs during the Period of Insurance and our liability shall not exceed the sum insured stated in the Schedule.

The indemnity period as stated in the Schedule shall commence as soon as the Substitute equipment is put into use.

Maximum Indemnity Period: Period as stated in the Schedule.

What is Not Covered

We will not be liable for any additional expenditure incurred:

1. In the first 48 hours immediately following loss or damage unless such loss is caused by fire, lightning, explosion, impact by aircraft or other aerial devices or articles dropped from them, earthquake, storm, hurricane, cyclone, typhoon, flood, the bursting, overflowing and discharging of water tanks, apparatus or pipes or sprinkler leakage.
2. As a result of restrictions imposed by public authorities concerning the reconstruction or operation of the insured EDP equipment.
3. As a result of funds not being available to you in time for repairing or replacing damaged or destroyed equipment.

Sum Insured

The sum insured is to be the amount that you would have to pay as additional expenditure for twelve (12) months' use of substitute EDP equipment of similar performance to the insured EDP equipment.

We shall also reimburse you for personnel expenses and costs for transportation of materials following any insured event giving rise to a claim, provided such costs are incorporated in the sum insured.

Basis of Settlement

In event of failure of the insured EDP equipment, we shall be liable for the additional expenditure that can be proven to have been incurred for the period when the use of substitute EDP equipment is essential, but at most for the agreed indemnity period.

Any savings in cost shall be taken into account when calculating the amount to be paid by us.

Under-Insurance

If it is found following an interruption of the operation of the insured EDP equipment that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual sum insured which is applicable to this period, we shall only pay that proportion of the agreed annual sum insured which is applicable to the period of interruption, duly taking into account the indemnity period agreed.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 10

1. Automatic Cover

We will pay you for additional EDP equipment installed at the premises during the Period of Insurance, provided:

- (a) The sums insured are advised to us within thirty (30) days of installation,
- (b) Such additional equipment is in a satisfactory working order when installed,
- (c) You pay the additional premium required by us.

2. Automatic Reinstatement of Loss

The total sum insured will not be reduced by the amount of a loss provided you pay any additional premium that may be required by us.

3. Loss Notification

This insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying us of any circumstances or events giving rise or likely to give rise to a claim.

4. Measures taken in Avoidance of Impending Loss or Damage

We will pay costs incurred by you in taking reasonable but exceptional measures to avoid or mitigate impending loss or damage covered by us, provided:

- (a) The impending loss or damage does not stem from any reasonably foreseeable cause and that loss or damage would be the natural outcome to be expected in the absence of such measures.
- (b) We are satisfied that loss or damage has been avoided or reduced in consequence of the measures taken.
Subject to the amount recoverable being limited to the amount of the loss or damage avoided or reduced calculated in accordance with the terms of **Section 10A** and limited to the sum insured as stated in the Schedule.

5. Removal of Debris

We extend to cover costs and expenses incurred by you in removing and disposing debris, dismantling or demolishing and shoring up or propping whilst effecting temporary repairs of the portion or portions of the insured EDP equipment as a result of an insured loss or damage provided such costs or expenses:

- (a) are not recoverable from any other insurance policy
- (b) shall not include costs of removing, nullifying or cleaning up seeping, polluting or contamination substances other than loss or damage by any cause payable by us

Subject to a limit not exceeding 5% of the sum insured or S\$10,000 any one Period of insurance, whichever is the lesser.

GENERAL EXCLUSIONS

ALTERATION

We do not cover loss, damage, injury or liability arising from any alteration in the trade or processes carried on at your premises or in the nature of the occupation or other circumstances affecting the insured property in such way as to increase the risk of loss or damage unless we have first been notified of any such alteration and you have agreed to pay any additional premium as may be required by us.

SPECIAL CONDITIONS (Applicable to Building and Contents only)

1. HIRE PURCHASE/LEASING AGREEMENT

- (a) The Owners/Lessors as stated in the Schedule are the owners of the insured property as listed in the Schedule which is/are subject of a Hire Purchase/Leasing Agreement (hereinafter referred to as Agreement) made between the Owners/Lessors and you.
- (b) Any payment made in respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under this Policy shall be made to the Owners/Lessors as long as they are the owners of the insured property and their receipt shall be a full and final discharge to us in respect of such loss or damage.
- (c) Notwithstanding any provision in the agreement to the contrary, this Policy is issued to you as the principal party and not as an agent or trustee for the Owners/Lessors and nothing shall be construed as constituting you as an agent or trustee for the Owners/Lessors or as an assignment (whether legal or equitable) by you to the Owners/Lessors of his rights benefits and claims under this Policy. You shall not assign the Owners/Lessors rights benefits and claims under this Policy without our prior consent in writing.
- (d) Nothing herein shall be construed as creating any right in the Owners/Lessors to sue us in any capacity for any alleged breach of its obligations.

2. MORTGAGEE CLAUSE

Loss, if any, under this Policy shall be payable to Owners/Lessors as stated in the Schedule as mortgagees or assignees of mortgagee interest to the extent of their interest.

In the event of loss or damage, we will pay the mortgagees or said assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the mortgagees or said assignees only shall not be invalidated by any act or neglect of the mortgagor or owner of the property insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the mortgagees or said assignees provided always that the mortgagees or said assignees shall notify us of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration or increase shall come to their knowledge and on demand shall pay to us the appropriate additional premium from the time when such increase of risk first took place.

Whenever we pay the mortgagees or said assignees any sum for loss or damage under this Policy and shall claim that as to the mortgagor or owner no liability therefor existed, we shall at once be legally subrogated to all rights of the mortgagees or said assignees to the extent of such payment and the mortgagees or said assignees shall do and execute all such further or other acts, deed, transfers, assignments, instruments and things as may be necessary or be reasonably required by us for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the mortgagees or said assignees to recover the full amount of their claim.

Provided that as between AXA Insurance and the mortgagor or owner of the property insured, nothing contained in this clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which we may have against the mortgagor or owner of the property insured or lessen any obligations which may be imposed on the mortgagor or owner of the property insured either by or under this Policy or by law and such rights and obligations shall be between AXA Insurance and the mortgagor or owner of the property insured remain in full force and effect.

We reserve the right to cancel this Policy at any time as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the mortgagees or said assignees for ten (10) days after notice to the mortgagees or said assignees of such cancellation and shall then cease and we shall have the right on like notice to cancel this agreement.

3. LEGAL OWNER NON-CANCELLATION CLAUSE

Prior to the cancellation of this Policy, we will obtain the consent of the legal owner stated on the Schedule if we have received from you:

- (a) such cancellation instructions, and
- (b) any other material changes, which are proposed to be made in the terms of this Policy.

However, we reserve the right to cancel this Policy in the event of non-payment of premium by you

GENERAL CONDITIONS (Applying to all Sections)

1. INTERPRETATION

Any word or expression, which is given a specific meaning in this Policy, will have that meaning wherever it may appear.

2. OBSERVANCE OF TERMS AND CONDITIONS

The observance and fulfilment of the terms of this Policy by you are conditions precedent to any of our liability to make any payment under this Policy.

3. DUTY OF DISCLOSURE

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

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

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

4. PRECAUTIONS

You will take all reasonable precautions to avoid and minimise injury, loss or damage and to comply with all statutory obligations and By-Laws or regulations imposed by any Public Authority for the safety of persons or property.

5. PROGRESS PAYMENTS

Provided that liability has been admitted, we will make reasonable progress payments on account of any claim to you at such intervals and for such amounts as may be agreed.

6. FRAUDULENT CLAIMS

If a claim is in any respect fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain benefit under this Policy, or if any loss, damage or injury is occasioned by your wilful act or with your connivance, all benefits under this Policy will be forfeited.

7. UNDER-INSURANCE

If at the time of loss or damage the sum insured does not represent the full cost of replacing all of the insured property at that time, including additional fees and costs which would be payable in connection with such replacement, then you shall be considered as being your own insurer for the difference between the sum insured and the sum representing the actual cost of replacing the insured property including the additional fees and costs referred to above and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, shall separately be subject to this condition.

8. OTHER INSURANCE

You will give written notice to us as soon as practicable of any other insurance or insurances effected by you, or by any other person which may pay you for loss or damage covered under this Policy.

If you make a valid claim for damage or loss, we are liable to contribute only a pro rated amount if you have other insurance covering the same damage or loss.

This Policy does not provide cover for other persons if they have cover under any other insurance policy.

9. SUBROGATION

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

10. CANCELLATION

This Policy may be cancelled at any time at your request, in which case you will pay a pro-rata Premium for the time this Policy has been in force subject to a minimum premium of **S\$200** plus the prevailing GST rate payable to us.

We may cancel the Policy by giving thirty (30) days' notice by written notice of the proposed cancellation to you either personally or by post to your last known address. If we cancel this Policy, we will repay a rateable proportion of the premium to you for the unexpired Period of Insurance from the date of cancellation subject to a minimum premium of **S\$100** plus the prevailing GST rate payable to us.

11. MEDIATION/ARBITRATION

You and AXA agree that all disputes arising out of this Policy may be submitted to the Singapore Mediation Centre for settlement by mediation in accordance with the Mediation Procedure for the time being in force. The parties agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached.

If any dispute is not referred to mediation or if mediation fails, the dispute has to be referred to arbitration. Arbitration shall be conducted in accordance with the Arbitration Rules of the Singapore International Arbitration Centre.

12. CONTRACTS (Rights of Third Parties) ACT 2001

A person who is not a party to this Policy Contract shall have no right under the Contracts (Rights of Third Party) Act (Cap 53B) to enforce any of its terms.

PREMIUM PAYMENT WARRANTY

1. Notwithstanding anything herein contained 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 policy was effected) within 60 days of the:-
 - (a) inception date of the coverage under the policy, renewal certificate or cover note; or
 - (b) effective date of each endorsement, if any, issued under the policy, renewal certificate, or cover note.
2. In the event that any premium due is not paid and actually received in full by the company (or the intermediary through whom this policy was effected) within the 60-day period referred to the above, then:-
 - (a) The cover under the policy, renewal certificate, cover note or endorsement 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 S\$200.00 (before GST).
3. If the Period of Insurance is less than 60 days, any premium due must be paid and actually received in full by the company (or the intermediary through whom this policy was effected) within the Period of Insurance.

Condition precedent

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

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

CONDITIONS APPLICABLE TO CLAIMS

YOUR DUTIES AND OBLIGATIONS

1. What You Must Do

If an event happens that might lead to a claim being made against us, you must:

- do everything you can to limit the loss, damage or injury and to prevent further loss, damage or injury
- complete and submit to us the specified Claim Form within twenty-eight (28) working days from the date of loss, damage or injury
- immediately send us any correspondence you receive about the event including any pending court proceedings or offers of settlement
- immediately inform the police if a criminal act might be the cause of the loss, damage or injury and co-operate with us in prosecuting the guilty person. This condition is not applicable to Fidelity Guarantee section, except as provided under the respective section.
- provide us any information and help we may need in handling the claim. This may include attending court to give evidence.
- you shall, if required by us produce or give property alleged to be damaged and you shall be bound to satisfy us by such reasonable evidence as we may require that the loss or damage in respect of which a claim is made has actually arisen from one of the events insured against.

2. What You Must Not Do

When a claim is made against us, you must not, without our consent:

- leave your property unattended without taking proper precautions to prevent further loss or damage in the event of loss or damage
- carry out repairs to or dispose of any your damaged property until we have had the opportunity to inspect it
- admit liability to anyone else
- negotiate, pay or settle a claim with anyone else.

3. What Can Affect Your Entitlement

If you do not keep to any condition of your Policy, it may affect the coverage and benefits afforded by this Policy.

AXA's RIGHTS

4. What We May Do

If an event happens that causes loss, damage or injury, we may:

- take over and conduct in your name the defence or settlement of any claim made against you. We have the full right to decide on how the defence is conducted or a claim settled.
- represent you at any inquest or official inquiry.

If we pay your claim, we have the right to proceed in your name against any person responsible for the loss, damage or injury. We take this action at our own expense. You must not do anything, which limits our right to do so.

We shall be entitled in your name to have absolute conduct and control of all or any proceedings consider necessary for the purpose of tracing and recovering the Property lost or of securing reimbursement in respect of the Property lost or damage and you shall at our expense furnish all such assistance as may be required by us in connection with such proceedings.

5. Payment to Legal Owners

If your property is owned by someone else (for example, under a hire purchase or leasing agreement or an employer's loan) and the legal owner is named in the Policy, we may directly settle the claim (for loss of or damage to your property (which is not made good by repair, reinstatement or replacement) in cash with such legal owner, whose acceptance shall absolve us of all further liability.

AXA: A World Leader in Financial Protection

AXA Group in 2010

- 91 billion euros in consolidated revenues
- 1,104 billion euros in assets under management
- 214,000 employees and distributors worldwide working to deliver the right solutions and top quality service to our customers
- 95 million customers across the globe have placed their trust in AXA to:
 - Insure their property (vehicles, homes, equipment)
 - Provide health and personal protection coverage for their families or employees
 - Manage their personal or corporate assets

AXA Insurance Singapore in 2010

- Leading General Insurer in Singapore
- Business ranking
 - No. 1 in Health Insurance
 - No. 2 in Cargo Insurance
 - No. 3 in Motor Insurance
- Over 170 years of local experience in Asia
- Wide range of Smart products for individual and business needs
- Top 3 for Corporate Reputation, according to the annual survey run by Reputation Management Associates

motor

property

leisure & travel

healthcare

personal accident

business package

liability

marine

1800-880-4741

www.axa.com.sg

AXA INSURANCE SINGAPORE PTE LTD

8 Shenton Way, #27-01 AXA Tower, Singapore 068811

Customer Service Centre: #B1-01

☎: 1800-880 4741 ☎: 6880 4740

🌐: www.axa.com.sg

Co. Reg No. 196900406D



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

