



redefining / insurance

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SmartPlan

Light Industrial Package Policy

(Printing, Wholesale, Food & Electronics Manufacturing)

Welcome to Your Light Industrial Package Policy.

Please read this Policy carefully together with Your Policy Schedule to ensure that You understand the terms and conditions and that the Cover You require is being provided. Do keep these documents in a safe place as they are legal documents. If You have any questions after reading these documents, please contact Your insurance adviser or AXA Insurance. If there are any changes that 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 Light Industrial 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, which 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, statements, claims, or documents given by any one of You to Us, and
- (b) Compliance with the conditions of the Policy.

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GENERAL POLICY DEFINITIONS

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

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

Word	Meaning
1. We/ Us/ AXA Insurance	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 the Location/ Premises including: 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. Employee	Shall mean any person under a contract of service or apprenticeship with You while working for You in connection with the business.
5. 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.
6. Location / Premises	Shall mean the premises/location at the address in Singapore as stated in the Schedule.
7. Period of Insurance	Shall mean: a. the period of cover shown on Your Schedule; b. and for any following period, for which cover is extended by mutual agreement.
8. Proposal Form	Shall mean the proposal form signed by You and which provides details of: a. Yourself, and b. all material information relevant to the cover which You have requested.
9. Policy	Shall include the following documents: a. this Policy booklet, b. the Schedule, and c. any Endorsements attached or issued.
10. Schedule	Shall mean the document which reflects details of: a. Yourself, b. any terms and conditions that are specific to Your contract.
11. Sum Insured	Shall mean the sum insured under the Policy as set out in the Schedule.

SECTION 1 - ALL RISKS

DEFINITION

1. Insured Property: Shall mean any tangible property both real (excluding building, drains and underground services, landlord fixture and fittings) and personal of every kind and description belonging to You or for which You are legally responsible to insure at the Location for the purposes of Your Business.

WHAT IS COVERED

We will pay for the cost of repairs to or replacement of Insured Property caused by accidental physical loss of or damage to the Insured Property at the Location for risk specified in the Schedule by any cause not excluded by this Section.

WHAT IS NOT COVERED

We will not pay for:

1. (a) The first S\$20,000 of each and every loss giving rise to a claim arising from landslide or subsidence.
(b) The first S\$500 of each and every loss giving rise to a claim arising other than from fire, lightning or theft involving entry to or exit by forcible and violent means.
2. Consequential loss of any kind.
3. Loss or damage caused by, arising from or increased by:
 - (a) Unexplained or inventory shortage or disappearance of the Insured Property.
 - (b) Pollution or contamination.
 - (c) Erosion, settling, seepage, shrinkage or expansion of earth, vibration or earth movement (other than earthquake, subterranean fire or volcanic eruption).
 - (d) Mechanical or electrical breakdown or derangement of machinery or equipment.
 - (e) Gradually operating causes such as but not limited to wear and tear, mildew, corrosion, oxidation, fading, tree roots, evaporation, change in flavour, colour, temperature, humidity or texture.
 - (f) Shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction.
 - (g) Vermin, insects, termites, scratching, denting, chipping or defacing.
 - (h) Accidents arising from working conditions such as vibration, maladjustment, malalignment, defective lubrication, loosening of parts, abnormal stress, molecular fatigue, self-heating, centrifugal force.
 - (i) The cessation, interruption or retarding of any process or operation of work whether total or partial.
 - (j) Fraud or dishonesty by the Insured including directors, partners, employees or officers of the Insured or any other person who has an interest in the Insured Property.
 - (k) Deliberate corruption, amendment or erasure of data by the Insured including directors, partners, employees or officers of the Insured or any other person who has an interest in the Insured Property whether acting alone or in collusion with any other person.
 - (l) The gaining of access by any person other than the Insured including directors, partners, employees or officers of the Insured or any other person who has an interest in the Insured Property to the Insured's computer system via data communication media that terminates in the Insured's computer system.
 - (m) Computer virus, being an executable program or computer code segment that is self-replicating, requiring a host program or executable disc segment in which it can be contained and destroying or altering the host program or other computer code or data, causing undesired program or computer system operation.
 - (n) Explosion or implosion of pressure vessels which require clarification under any Statutory Regulations such as but not limited to boilers, compressors, and air receivers.
 - (o) Voluntary parting of Insured Property by the Insured or anyone entrusted with the Insured Property if induced to do so by any fraudulent scheme, trick, device, false pretence or unauthorised instructions.
 - (p) Clerical accounting or programming errors.
 - (q) Shortage or failure in the supply or delivery of materials, water, gas, electricity or fuel to or from the Location.
 - (r) Defect, fault or error in workmanship material, construction, design, development, processing or manufacture, work directly performed upon property, inherent vice or latent defect but ensuing loss from any cause not otherwise excluded under this Policy is covered.
 - (s) Spillage, leakage, discharge or solidification, but ensuing loss from any cause not otherwise excluded under this Policy is covered.
 - (t) Cessation of work, interference with restoration of Insured Property or with resumption or continuation of Business.
 - (u) Direct or indirect enforcement of any ordinance, law, regulation or order.
 - (v) Exposure to weather conditions of property in the open, but loss caused by lightning or wind is covered.
 - (w) Inadequacy or failure of power heating or cooling, unless such inadequacy or failure results from insured power heating or cooling equipment at the Location being first damaged directly by a cause not otherwise excluded under this Policy.
4. Loss or damage to:
 - (a) Articles of a brittle nature unless such damage arose from fire or burglary.
 - (b) Empty premises awaiting or undergoing demolition.
 - (c) Glass, furs, jewellery, bullion, precious metals, precious stones, works of art and curios.
 - (d) Livestock, animals, birds, fish or plants.
 - (e) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
 - (f) Mechanically-propelled vehicles, motor cycles and trailers unless specifically insured.
 - (g) Property in transit away from the premises except as provided under the additional benefit section.
 - (h) Property being processed, constructed, erected, altered or dismantled, including related materials or supplies.
 - (i) Securities, obligations, documents of any kind, stamps, coined or paper money, cheques, books of account, other business books or computer systems records.
 - (j) Watercraft, aircraft, locomotives, rolling stock.

LIMIT OF INDEMNITY

Our liability shall not exceed the Sum Insured set against each item and/or 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 or tear or depreciation.

Any repair or replacement must commence and be carried 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

1. Accidental Leakage or Spillage

We will pay for loss, damage or destruction of the Insured Property by accidental spillage or leakage of any gas, vapour liquid (other than water) or molten material caused by a contingency insured against, but excluding:

- (a) Damage to, or loss, destruction, pollution or contamination of surrounding land.
- (b) Loss or destruction of or damage to such escaped gas, vapour, liquid or molten material.
- (c) Costs of rectifying the fault which permitted the leakage or spillage to take place.
- (d) Costs of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (e) Loss or destruction of or damage to goods in transit.
- (f) Loss, damage or destruction caused by or happening during the course of repairs or alterations.
- (g) Loss or destruction of or damage to that unit of plant, machinery or apparatus used for the containment, dispensing or transmission of any gas, vapour, liquid or molten material which escaped or leaked therefrom.

2. All Other Contents

The Insured Property shall include:

- (a) Documents, manuscripts and business books but only for the value of the materials as stationery together with the costs of clerical labor in re-writing and not for the value to You of the information contained in such. We shall pay up to S\$500 for any one document, manuscript or business book and in total, not exceeding S\$5,000 or 5% of Sum Insured, whichever is the lesser.
- (b) 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\$5,000 or 5% of Sum Insured, whichever is the lesser.
- (c) Patterns, models, moulds, plans and designs up to S\$1,000 for any one pattern, model, mould, plan or design and in total, not exceeding S\$5,000 or 5% of Sum Insured.
- (d) Employees' pedal cycles, clothing, tools and other personal effects including money not specifically insured up to S\$250 for any one employee and in total, not exceeding S\$2,500 for any one loss.

3. Alterations and Repairs

Workmen are allowed in the Premises, to carry out alterations and repairs without prejudice to the terms of the Policy, 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.

4. 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.

5. Architects' Surveyors' & Consultant Engineers' Fees

We will pay for the fees and costs incurred by architects and other consultants for estimates, plans, specifications, quantities, tender and supervision up to a limit of S\$5,000 for any one loss.

6. 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.

7. Average Relief Clause

If at the time of replacement or reinstatement, the sum representing 85% of the cost which would have been incurred in replacement or reinstatement if the whole of the Insured Property had been destroyed exceeds the Sum Insured thereon, You shall be considered as Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

8. Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings

We will pay for the cost of replacing awnings, blinds, signs or other outdoor fixtures or fittings provided our liability under this extension shall not exceed S\$10,000 for any one loss.

9. 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 and remain liable for any loss or breaches arising from such actions.

10. Breach of Conditions and/or Warranties

The conditions and warranties contained in these policy wordings and/or the Schedule shall apply individually to each of the item insured and not collectively to them. Thus a breach in any condition or warranty shall only void the portion to which that breach applied and does not affect the portion in respect of the other items.

11. Capital Additions

We will pay for 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\$100,000 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.

12. 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 for such damaged stocks insured shall be calculated on the same basis as that on which the loss is assessed.

13. Cost of Re-Erection

We will pay for the reasonable costs and expenses 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.

14. 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.

15. Description of Insured Property

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 Insured Property according to Your books. You hereby represent and warrant that any such documents or books used for such settlement are prepared in good faith and are true and accurate in all respects.

16. Designation Clause

For the purpose of ascertaining the classification of the Insured Property under this Section of the Policy, We agree to accept the designation applied to such property by You in Your record. You hereby agree and acknowledge that such record must be prepared in good faith and is true and accurate.

17. Deterioration of Stock

We will pay for the loss of/or damage to stock in the cold chamber of any refrigerator or deep freeze cabinet in Your Premises resulting from:

- (a) The rise and fall in temperature;
- (b) Contamination by refrigerant or refrigerant fumes;
- (c) The breakdown or explosion of such refrigeration unit or non-operation of its thermostatic or automatic controlling devices,

provided that Our liability under this extension for any one loss shall not exceed the limit of S\$7,500 for any one loss.

We will not pay for any loss or damage caused by:

- (a) Any deliberate act committed by You or your representatives;
- (b) A deliberate act of the supply authority, or the withholding or restricting of power by authority and its employees;
- (c) Loss that occur within the first 8 hours and after which the first \$300 for each and every loss.

18. Electrical Installation

We will pay for the 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). We do not pay for any other loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless such loss or damage was caused by fire or lightning.

19. Electronic Equipment

We will pay for the costs of repairs to or replacement of Your portable electronic equipment (including laptops/tablets/cameras) insured by Us, if they are destroyed or damaged, anywhere in the world.

We do not pay for:

- (a) The first S\$350 for each and every loss.
- (b) Loss or damage caused by faults or defects existing at the time of commencement of this insurance
- (c) Loss or damage as a consequence of the continual influence of operation (e.g. wear and tear, cavitation, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions.
- (d) Loss or damage for which the manufacturer and/or supplier is responsible.
- (e) Loss of or damage to rented or hired equipment for which the lessor, owner or hirer is responsible either by law or under a lease and/or maintenance agreement.
- (f) Consequential loss or liability of any kind.

Our liability under this extension shall not exceed S\$2,500 for any one loss.

20. Expediting Expense

In the event of any physical loss, destruction or damage to the Insured Property We will pay You for the extra charges for overtime, night work and express freight, necessarily and reasonably incurred by You in the repair or reinstatement of the Insured Property for an amount not exceeding 10% of the normal repair or reinstatement costs for any one event or occurrence.

21. Extended Impact Damage

We will pay for the damage to Your Insured Property caused by any road vehicles. You shall bear the first S\$500 of each and every loss.

22. Fire Extinguishing Cost/Fire Brigade Charges

We will pay for the costs and expenses incurred to extinguish fire involving or threatening Insured Property, provided Our liability shall not exceed S\$5,000 for any one loss.

23. Fixed Plate Glass

We will pay for the breakage of fixed glass, signs and/or all internal and external plate glass in windows, doors, fanlights and partitions up to a limit of S\$5,000 for any one loss.

24. 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.

25. Heating and Power

The use of electric, gas and other lighting, heating and power usual to the Business is allowed as provided by any applicable laws or regulations.

26. Internal Removal Clause

Inadvertent omission by You to advise Us of re-location of any Insured Property within the same premises shall not affect the insurance under this Section provided as soon as You know of such omission, You shall give written notice to Us of same and any necessary adjustment in the Sum Insured and premium will be made effective as of the time of removal.

27. Landlord's Fixtures and Fittings

We will pay for the landlord's fixtures and fittings up to a limit of 10% of the Sum Insured or up to a maximum of S\$20,000 whichever is the lesser at any one Period of Insurance while at the Location.

28. Leased Property

We cover any party with an insurable interest in the Insured Property, such as a mortgagee, lessor, hirer or the like up to the extent of their interest, provided such interest is not more specifically insured.

29. Machinery Breakdown

We will pay up to 10% of Sum Insured or a maximum of S\$15,000 under Plan A and S\$25,000 under Plan B for any one loss and in the annual aggregate. We extend cover to any unforeseen and sudden physical loss, destruction or damage to Your Insured Property for plant, machinery, equipment under this Section necessitating repair or replacement due to causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, sabotage, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit or any other cause not specifically excluded hereinafter under this Section.

Insurance shall apply to Insured Property after successful completion of their performance acceptance tests whether the Insured Property is at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the Location or during subsequent re-erection.

The Sum Insured shall at all times be equal to the cost of replacement of the item by a new item of the same specification and performance when purchased as an individual item including normal erection costs and freight charges, customs dues and taxes.

For the purposes of this machinery breakdown extension only:-

1. "Insured Property" shall mean any item of plant, machinery, equipment including (but not limited to) individual switchgear for starting and controlling motors and interconnecting wires and/or cables, except as hereinafter excluded, as now existing or hereafter acquired on Your own, held in trust or on commission or for which You may be liable or have accepted responsibility prior to damage occurring, and which forms part of the Insured Property as specified under Section in the Schedule.
2. We do not cover for:
 - (a) damage occasioned by or happening through:-
 - (i) Wear and tear and gradual deterioration whether by wasting, grooving, rust, corrosion, erosion or otherwise nor for the cost of maintenance work generally;
 - (ii) Gradually developing flaws, deformation, distortion, cracks or partial fractures;
 - (iii) Loose parts or defective joints or seams, provided that this exclusion shall be limited to that part of the Insured Property immediately affected and shall not apply to any other part or parts;
 - (b) damage to belts, ropes, wires, chains, rubber tyres, dies or exchangeable tools, engraved cylinders, objects made of glass, felts, sieves or fabrics;
 - (c) damage arising out of the wilful act or wilful negligence of the Insured or his chief engineer;
 - (d) damage for which a supplier, manufacturer, installer, contractor or repairer is responsible;
 - (e) Loss of use or any other indirect loss or consequential loss;
 - (f) the first 10% of loss amount, or S\$1,000.00 whichever is higher.
3. The basis of indemnity shall be in accordance with the following provisions or We may at Our option repair, reinstate or replace or pay in cash the amount of the damage:

A. Replacement

In the event of damage to the Insured Property, the basis upon which the amount payable under this extension is to be calculated shall be the cost of replacement of the Insured Property damaged, subject to the following Special Provisions and the terms, limitations and conditions of this Section except insofar as the same may be varied hereby.

For the purposes of this extension "Replacement" shall mean:

- (a) Where the Insured Property is lost or destroyed, the replacement thereof by similar property in a condition equal to but not better or more extensive than its condition when new.
- (b) Where Insured Property is damaged, the repair of the damage and the restoration of the damaged portion of the Insured Property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

- (a) The work of replacing, repairing or restoring as the case may be (which may be carried out upon another site and in any manner suitable to Your requirements but subject to the liability not being thereby increased) must be commenced and carried out with reasonable despatch, failing which We shall not be liable to make any payment beyond the amount which would have been payable under this extension if the Replacement (as mentioned under 3A above) had not been incorporated herein.
- (b) When any Insured Property is damaged in part only, Our liability shall not exceed the sum representing the cost We could have been called upon to pay for replacement if such Insured Property had been wholly destroyed.
- (c) If for any reason You elect to replace any Insured Property which is damaged beyond the economical cost of repair by purchasing cheaper, smaller or different property Our liability is limited to the lesser cost of the said cheaper, smaller or different property;
- (d) If, following upon damage to Insured Property, You incur extra expense in complying with any government laws and/or statutory regulations in the course of effecting replacement of such Insured Property then We will pay, in addition to any amount payable in replacement of the Insured Property but always up to the maximum limit under this extension.
 - (i) Such extra expenses incurred by You to comply with any government laws and/or statutory regulations; and
 - (ii) Any fees, contributions or other impost payable to any government or statutory authority where such fee, contribution or impost is a condition precedent to the obtaining of consent to replace the Insured Property.

PROVIDED THAT the amount recoverable under this Special Provision shall not include the costs incurred:

- (a) In respect of damage occurring prior to the inception of the Policy.
- (b) Under which notice has been served upon You prior to the happening of damage as covered by this Extension.

- (c) In respect of undamaged Insured Property.
- (d) All other machinery breakdown insurances covering the Insured Property effected by or on behalf of You shall be on a similar replacement basis.

Where by reason of any of the above Special Provisions, no payment is to be made beyond the amount which would have been payable if Replacement provision had not been incorporated herein. Our rights and liabilities and Your rights in respect of damage shall be subject to the terms, limitations and conditions of the extension as if this Replacement provision had not been incorporated herein.

B. Alternative Basis of Settlement

In the event that You do not elect to request settlement of any loss under the Replacement provision hereof, the settlement shall be on an indemnity basis, which shall mean:-

- (a) In the case of repairable Damage – the cost of restoration to normal working order comprising the value of replacement parts, labour charges at standard rates of wages, transport costs at ordinary rates and customs dues or other import if levied. The value at any damaged parts replaced which can be reused in any way whatsoever may be deducted.
- (b) In the case of total loss – the market value of the Insured Property immediately prior to the occurrence of the Damage plus the cost of dismantling necessary to remove the item from its installed position but minus the value of any salvage. An item will be deemed a total loss if the cost of repair as defined in paragraph (a) of this clause equals or exceeds the market value immediately prior to the occurrence of the Damage.

C. Output Replacement

If the Insured Property constitutes property which has a measurable output and which is capable of replacement with a new item or items which perform a similar function then such property shall be valued for insurance purposes as follows, and values for the settlement of any Damage in respect thereof shall be on the same basis.

If Insured Property damaged is to be replaced by an item or items which have the same or a lesser total output, then the insurable value thereof is the new installed cost of such replacement item or items as would give the same total output as the Insured Property damaged.

If Insured Property damaged is to be replaced by an item or items which have a greater total output and the replacement value is greater than the value insured of the Insured Property damaged then the insurable value thereof is that proportion of the new installed cost of the replacement item or items as the output of the property damaged bears to the output of the replacement item or items. The difference between the insurable value as defined and the new installed cost of the replacement item or items shall be borne by You.

Provided that in the event of partial Damage where Insured Property is to be repaired, We shall pay for the costs of restoration of the Damaged Insured Property to a condition substantially the same but not better or more extensive than its condition when new and provided further that Our liability shall not exceed the sum representing the cost which We could have been called upon to pay if the Damaged Insured Property had been wholly destroyed.

30. Non-Cancellation Clause

We undertake to advise the owners or lessors named in the Schedule prior to cancellation of this Section if instructions have been received for the cancellation of this Section and also to advise the owners or lessors immediately of any other material changes which are proposed to be made in the terms of the insurance. We however, reserve the right to cancel this Section in the event of non-payment of premium by You.

31. 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 in writing, provided the sum of such payment is deducted from the final determined amount of insured loss.

32. Privileges / Permission Granted

You may:

- (a) Conduct business at the Location at all hours.
- (b) Use 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) Subject to Clause 1.1, 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 is to quickly avail again Your use of operating property necessary for the business.

33. Goods in Transit

We cover Your Insured Property whilst in transit anywhere within Singapore by road, rail or inland waterway from the time of loading onto the land conveyance for the commencement of the transit, continues in the ordinary course of transit until Your Insured Property is safely unloaded from the land conveyance on arrival at the final destination. Provided always that the land conveyance is not left unattended whilst Your Insured Property are loaded in the land conveyance.

Further provided that Our liability under this extension shall not exceed S\$5,000 for any one conveyance. We shall not cover any Insured Property where such transit is part of a transit under a bill of lading or a contract of carriage, or if cover is granted under any marine cargo, throughput or open cover insurance.

We will not pay for:

- (a) The first S\$100 of each and every loss.
- (b) Loss, damage or expense attributable to Your wilful misconduct.
- (c) Ordinary leakage or spillage, ordinary loss in weight or volume, or ordinary wear and tear of Your goods.
- (d) Loss, damage or expense caused by insufficiency or unsuitability of packing.
- (e) Loss, damage or expense caused by inherent vice or nature of Your Insured Property.

- (f) Loss, damage or expense proximately caused by delay, even though the delay be caused by a risk insured against.
- (g) Loss, damage or expense arising from the use of any weapon of war employing atomic or nuclear fission.
- (h) Cash, gold, negotiable instruments, jewellery, precious metals, glass, breakable items, livestock, cargo requiring refrigeration, cigarettes, explosives, ammunition, military equipment, timber, plywood, work of art.

34. 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 at the same Location provided:

- (a) All other insurance covering Insured Property at the time damage occurs also provide for the same basis of payment; otherwise payment shall be the Indemnity Value.
- (b) 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 damage occurs.
- (c) 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.
- (d) 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 paragraph 34, "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.

35. Removal of Debris

We will pay for the costs and expenses 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:

- (a) If such cost and expense are insured as a separate insured item, the amount specified.
- (b) 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.

36. 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.

37. Sue and Labour

We will pay for the cost and expense incurred by You following property damage 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.

38. Temporary Removal (Deeds and Documents)

We will pay for the deeds and other documents (including stamps thereon) manuscripts, plans and writings of every description and books (written or printed) but only for the value of the materials as stationery together with the cost of clerical labour 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 within Singapore.

39. Temporary External Removal

We will pay for the loss 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.

40. Temporary Increase in Sum Insured

We will pay for temporary increase in Sum Insured for stocks for the two weeks preceding Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day, up to a limit of 20% of Sum Insured or S\$50,000 for any one loss whichever is lesser.

41. Temporary Protection and Safety Costs

We will pay for the costs and expenses incurred for the temporary protection and safety of Insured Property pending repair or replacement consequent upon insured damage up to S\$5,000 for any one loss.

42. Vehicle Load

We will pay for the loss of or damage to Insured Property up to a limit of 10% of Sum Insured or S\$25,000, whichever is the lesser whilst being left loaded in securely locked vehicles or freight containers overnight within the premises as stated in the Schedule.

43. Works of Art and Curios

We will pay for the loss or damage to works of art and curios up to a limit of S\$1,000 for any one loss.

SECTION 2 - MONEY

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, 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 for loss of or damage to money occurring during the Period of Insurance up to the amount stated in the Schedule:

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

WHAT IS NOT COVERED

We do not pay for:

1. Consequential loss of any kind.
2. Any losses which are more specifically insured.
3. Loss or damage caused by or arising from:
 - (a) Theft from a vehicle unless accompanied by visible, forcible and violent entry up to S\$500 per vehicle.
 - (b) 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.
 - (c) Shortage due to clerical or accounting error or omission, mysterious disappearance.
 - (d) 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.

REPRESENTATION AND 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. You hereby warrant that record is prepared in good faith and are true and accurate in all respects.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 2

1. **Armed Robbery &/or Hold-up**
We will pay for the loss of the money insured directly consequent upon a specific act of assault, violence or threat of violence upon Your employee(s). We will also require supporting documentation substantiating such a claim.
2. **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.
3. **Damage to Safe or Strongroom**
We will pay for the loss or damage to safe &/or strongroom up to S\$500 for any one loss following theft or an attempted theft of money.
4. **Employees' Personal Effects**
We will pay up to S\$250 per employee and in total S\$1,000 for any one 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 employee is safeguarding the money which is insured under this Section.
5. **Keys, Locks and Combinations**
We will pay up to S\$500 for any one loss:
 - (a) To replace locks and keys and combinations to any safe &/or 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 &/or strongroom following loss of keys or combinations.
6. **Money in Residence**
We will pay for the loss of money at the residence of Your directors and partners, up to a limit of S\$300 for any one loss.
7. **Personal Accident Benefits**
If one of Your employees within the age limits of 16 and 65 years inclusive (hereinafter called the "Insured Person") who during the Period of Insurance shall suffer bodily injury sustained as a result of robbery or attempted robbery, hold-up or attempted hold-up, whilst money in transit is in their personal custody (which injury shall be the sole and direct cause of death or disablement as described in the Table of Compensation below), We will pay to You in trust for the Insured Person or in the event of death, to the personal representatives of the Insured Person, compensation upon the basis of and in accordance with the Table of Compensation below:

Table of Compensation

S/No	Benefits	Limit
1	Death	S\$10,000
2	Permanent Total Disablement entirely preventing the person from being gainfully employed	S\$10,000
3	Total loss by physical severance at or above the wrist or ankle of one or more limbs	S\$10,000
4	Total and irrecoverable loss of all sight in one or both eyes	S\$10,000

Items listed above must occur within 12 calendar months of the event giving rise to the bodily injury.

8. **Temporary Increase in Sum Insured**

We provide for temporary increase in Sum Insured for the two weeks preceding Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day, up to a limit of 50% of Sum Insured or S\$5,000 each and every loss whichever is lesser.

SECTION 3 - PUBLIC LIABILITY

DEFINITIONS

1. Named Insured Shall deem 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 the Insured comprises of more than one party, 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 comprises of more than one party, then any information supplied or any omission or non-disclosure by any one party will be deemed to have been supplied, omitted or withheld by and on behalf of all such parties.
-
2. Vehicle Shall mean any type of machine (including its attachments) on wheels tracks made or intended
-

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 incidental to Your Business and
 - (b) Elsewhere in the world in connection with business travels by Your directors or non-manual staff residing in and travelling from Singapore,
- provided our liability for all claims is within the legal jurisdiction of Singapore.

We will also pay:

1. Legal costs, charges and expenses incurred by You 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:

- Liability in respect of injury, illness, loss or damage which results from Your deliberate act or omission and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
- Liability assumed by You by agreement and which would not have attached in the absence of such agreement.
- Liability in respect of injury to or illness of any person under a contract of service or apprenticeship with You if such liability is in respect of injury or illness arising out of or in the course of the employment of such person by You or any sums payable by You under legislation relating to occupational injury or illness.
- Liability in respect of loss of or damage to property:
 - (a) Belonging to, in the charge, or under Your control or the control of any of Your servant or agent.
 - (b) Being that part of any goods or land or building or structure on which You or any servant or Your agent is or has been working.
 - (c) Caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus intended to operate under steam pressure belonging to or under Your control or any of Your servant or agent.
- Liability in respect of injury or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support.
- Liability in respect of injury, illness, loss or damage arising from the ownership, possession or use by or on behalf of You of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar trucks) licensed for road use or for which a certificate of motor insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare.
- Liability in respect of injury, illness, loss or damage caused by or in connection with or arising from:
 - (a) Any lift, elevator, hoist, or crane owned or used by You or for the maintenance of which You are responsible.
 - (b) Any commodity article or thing supplied, repaired, altered, or treated by or to the order of You and happening elsewhere than at Your premises.
 - (c) Defective sanitary installation or poisoning of any kind foreign or deleterious matter in food or drink manufactured.
- Liability directly or indirectly occasioned by or through or in consequence of seepage pollution and contamination.
- Any fine or penalty imposed upon You or any punitive or exemplary damages awarded against You.
- Bodily injury or property damage arising out of the rendering of or failure to render any service of a professional nature including but not limited to:
 - (a) Medical, surgical, dental X-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 - (b) Any service or treatment intended to be conducive to health; or
 - (c) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
 - (d) Professional services by architects, engineers, surveyors, accountants, lawyers or insurance brokers; or
 - (e) Data processing services.
- Any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

- Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
- Transmissible spongiform encephalopathy arising from blood donor services, manufacturer of pharmaceutical products.

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. All Plant & Machinery including Lifts, Escalators, Elevators, Lifting, Forklifts & Hoists Clause

We will pay for Your legal liability for injury or damage to property caused by or arising out of or in connection with the ownership, possession or use by or on behalf of You, of any plant or machinery, lifts, elevators, escalators, hoists, cranes, forklifts. However, should such plant and machinery be specifically insured under any other policy for third party liability insurance, We will 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.

2. Breach of Copyright Law

We will pay for the reasonable and necessary legal cost up to S\$10,000 for any one loss incurred by You in defending any suit brought against You for copyright infringement which occurred during the Period of Insurance subject to You having obtained our prior consent in writing for incurring such legal cost.

3. Contingent Liability Clause

We will pay for Your legal liability in respect of acts of employees of Your contractors or sub-contractors or independent contractors arising out of performance of any work undertaken by such contractors or sub-contractors or independent contractors for which You may be responsible.

Provided that the cover given is on the condition that:

- It is contingent upon the liability incurred not being covered by an insurance of the contractors or sub-contractors or independent contractors.
- If any claim submitted is covered by the contractors' or sub-contractors' or independent contractors' more specific insurance, then this insurance shall not insure the same except only as regards any excess beyond the limit covered by such specific insurance.

4. Defective Sanitary Installation

We will pay for the 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.

5. Demonstration and Exhibition

We will pay for 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 Singapore up to a limit of S\$100,000 any one loss within any one Period of Insurance.

6. Food and Drink

We will pay for the death or bodily injury caused by or arising out of food and drink sold or supplied by You at Your premise, provided that Our liability shall not in respect of any one Period of Insurance, exceed S\$500,000 for any one loss or the amount stated in the Policy Schedule whichever is lesser.

7. Fire and Explosion

We will pay for the risks of 'fire and explosion' provided that We shall not be liable for any liability in respect of bodily injury or loss of or damage to property caused by or in connection with or arising from the bursting of a boiler, economiser or other vessel machine or apparatus wherein internal pressure is due to steam only.

8. First Aid Facilities

We will pay for Your 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.

9. Indemnity to Directors and Executives Clause

If any claim is made upon any of Your directors and/or executive officers and the claim is such that if made on You and You would be entitled to indemnity under this Section, We will pay for any claims made upon any of Your directors and/or executive officers of Your company in respect of such claim.

Provided that

- Such director and/or executive is not entitled to cover under any other policy or policies.
- Such director and/or executive shall as though he were You observe, fulfil and be subject to the terms, exclusions and conditions of this Section so far as they can apply.
- This extension shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the directors and/or executive where the injury arises out of and in the course of such person's employment or service with the director and/or executive.
- This extension shall not operate to increase Our liability as set forth in the Schedule under the heading of limit of indemnity beyond the amount or amounts for which We would be liable if the Section were not so extended.

10. Indemnity to Principals Clause

As far as concern injury or damage for which You are responsible and happening in connection with the carrying out of work for any principal, We will at Your request treat the principal as though he were also You under this Section. Provided that the principal shall observe, fulfil and be subject to the terms, limits, exclusions, provisions and conditions of this Section in so far as they apply.

11. Liability of Employees / Students / Trainees On Attachment / Training

We will pay for Your legal liability for accidental death or bodily injury of any person and accidental loss of or damage to property by Your employees / students or trainees on attachment or training anywhere in Singapore.

12. Loading and Unloading

We will pay for Your legal liability for bodily injury and/or damage to property arising out of loading or unloading operation from a stationary vehicle performed by You and Your employee(s). This includes delivery or collection of the load from or to the vehicle.

13. Neon and Advertising Signs

We will pay for Your legal liability arising out of accidents caused by or through neon/advertising signs or installations, which are Your property located anywhere within Singapore.

Provided that You comply with all statutory 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.

14. Non-Owned and Hired Motor Vehicles

We will pay for Your legal liability in respect of bodily injury or damage arising out of the use of motor vehicle owned, non-owned or hired by Your employees and used in the course of the Business.

We shall not be liable for:

- 1) Loss of or damage to any such vehicle.
- 2) Injury or damage arising while such vehicle is being 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
- 3) 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.

15. Tenants Liability

We will pay for Your legal liability in respect of accidental loss or damage caused:

- 1) To any building or premises or part thereof not belonging to You but under Your occupation.
- 2) 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 - DAILY CASH FOR BUSINESS INTERRUPTION

WHAT IS COVERED

If any Insured Property used by You for the purposes of the Business is subject to loss or damage covered under Your All Risks Section of this Policy and this insured loss or damage, referred to for the purposes of this Section only as Damage, results in the interruption of or interference with the Business, We will pay to You the amount specified in the Schedule.

WHAT IS NOT COVERED

We will not pay for:

- Any loss or increase in loss caused by or resulting from:
 - a) any wilful dishonest fraudulent act negligence of the Insured, his authorised representative or employee, whether acting alone or in collusion with others.
 - b) pollution seepage contamination of any description, except as specifically provided otherwise.
 - c) neglect of the Insured to use all reasonable means to minimize further loss during or after an insured loss.
- the damage or destroyed property that is rebuilt, repaired or replaced and if the interruption period less than 1 calendar day

BASIS OF SETTLEMENT

Loss payable under this Section shall be the amount of daily benefit as specified in the Schedule multiplied by the actual number of days Your Business is totally suspended from operation up to a maximum of 100 days.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 4

1. Denial of Access

We will pay for the loss as insured in this Section resulting from interruption of or interference with the Business in consequences of Damage to property in the vicinity of Your Premises which shall prevent or hinder the use thereof or access thereto, whether Your property shall be damaged or not, shall be deemed to be loss resulting from Damage.

2. Utilities & Services

We will pay for physical loss caused directly by an insured peril to Property Insured 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 interruption of or interference with the Business 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.

3. Outbreak of Human Infectious or Contagious Disease

We will indemnify You up to S\$100 per day, up to a maximum of 30 days, for closure of Your Premises by the order of a competent public authority of Singapore due to:

- a) Human infectious or contagious disease occurring at the premises, or
- b) The outbreak of a notifiable human or infectious or contagious disease.

SECTION 5 - WORK INJURY COMPENSATION (OPTIONAL)

WHAT IS COVERED

We will pay You if any employee under Your employment in connection with the Business, sustain personal injury by accident or disease in the course of his employment by You during the Period of Insurance.

We will pay all sums for which You are liable to compensate 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 employee's death, we will pay Your employee's 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 12 – Termination Of Policy 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) Any sum which You would have been entitled to recover from any party but for an agreement between You and such party.
- 3) 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.
- 4) 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.

JURISDICTION

The cover shall not apply to judgments, which are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within Singapore.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Section or any endorsement hereon shall affect:

- 1) The right of any person entitled to payment, or
- 2) The right of any other person to recover compensation, under the Legislation.

But You shall repay Us all sums paid by Us that would not have been liable to pay if not for the Legislation.

SPECIAL CONDITIONS APPLICABLE TO SECTION 5

1. You shall take all reasonable precautions to prevent accidents and diseases to Your employees and shall comply with all statutory obligations and requirements.
2. a) In the event of the occurrence of any accident/occupational disease that may give rise to a claim under this Section, You shall give Us notice of the occurrence in accordance with the time limits set out by Legislation to Us with full particulars.

Current Legislation requires You to report an accident to the relevant authorities within 10 days of the occurrence of the accident when:-

- i) It results in death of an employee; or
- ii) Employee is unfit for work for more than 3 consecutive days; or
- iii) Employee is hospitalized for at least 24 hours.

You shall also report the accident to us within such notice period stipulated by Legislation. This requirement may be updated at Our sole discretion without notice to You to reflect any changes or amendments to the Legislation.

When any employee contracts an occupational disease, You are required to report the accident within 10 days of receipt of the written diagnosis from a medical practitioner.

If the notice period is not stipulated by Legislation for a particular occurrence then notice of the occurrence shall be given to Us within 10 days of You having knowledge of the same.

- b) Every letter, claim, writ, summons and process shall be notified or forwarded to Us immediately on receipt. Notice shall also be given to Us immediately if You shall have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any such accident or disease.
3. No admission, offer, promise or payment shall be made by You or on Your behalf without Our written consent. We shall be entitled if We so desire to take over and conduct in Your name the defense or settlement of any claim or to prosecute in Your name for Our own benefit, any claim, indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in settlement of any claim and You shall give such information and assistance as We may require.
4. If the nature of the Business as described in the Schedule is changed in such a way as to increase the risk of accident or disease to any employee in Your employment, the coverage under this Section ceases in regard to the employee affected unless You, before the occurrence of any accident or discovery of disease involving the employee, obtains Our written consent to such change by means of an Endorsement.

5. At any time after the happening of any accident or disease giving rise to a claim or series of claims under this Section We may pay to You the full amount of our liability and relinquish the conduct of any claim defense or proceedings and We shall not be responsible for any damage, loss or liability alleged to have been caused to You in consequence of any of Our alleged act or omission in connection with such claim defense or proceedings or of Our relinquishing such conduct nor shall We be liable for any costs or expenses whatsoever incurred by You or any claimant or other person after We shall have relinquished such conduct.
6. **Interpretation**
All references to "Legislation" shall mean the Work Injury Compensation Act (Cap. 354), amendments and re-enactments thereof and any regulations made thereunder.

7. **Premium Adjustment and Declaration of Wages**

The premium payable by You shall be based on the total amount of wages, salaries and other monetary earnings paid by You (as well as other employers and known to You) to every employee in Your employment during the Period of Insurance.

If the total amount of wages, salaries and other monetary earnings paid by You as well as other employers and known to You during the Period of Insurance differs from the total amount on which the premium was calculated at the commencement of this Policy, the difference in the premium shall be met by an additional payment or by a refund as the case may be, subject to a minimum premium payment by You.

For the purpose of the premium adjustment, You shall keep and maintain a proper record of the name and full personal particulars of every employee in Your employment together with the amount of wages, salaries and other earnings paid by You as well as wages, salaries and other monetary earnings paid by other employers to the employee and known to You during the Period of Insurance and You shall at all times allow Us to inspect such records. Wages, salaries and other monetary earnings must consist of the normal wages, food and housing allowances, overtime payments, bonuses and annual wages supplements but excluding travelling allowances and employers' CPF contributions.

You shall without demand and within a month after the expiry date or termination of this Policy, furnish Us an account of all wages salaries and other monetary earnings paid by You as well as wages, salaries and other monetary earnings paid by other employers and known to You to every employee in Your employment during the Period of Insurance. You hereby agree and acknowledge that such account must be prepared in good faith and is true and accurate.

AVERAGE CLAUSE

If the Estimated Annual wages, salaries and other monetary earnings declared by You, which must include those paid by You as well as those paid by other employers known to You, is less than the actual annual wages, salaries and other monetary earnings at the time of the inception of this Section, You may not be covered for the full extent of Your liability, as You will be deemed to be Your own insurer to the extent of the shortfall in the annual wages, salaries and other monetary earnings declared and You shall bear a rateable proportion of the liability accordingly. The annual wages, salaries and other monetary earnings must consist of the normal wages, food and housing allowances, overtime payments, bonuses and annual wages supplements but excluding travelling allowances and employers' CPF contributions.

NON-CONTRIBUTION

We shall not cover You or contribute to any payment/compensation under Legislation and/or Common Law where the injuries giving rise to such claims occurred at a construction project site.

In addition, in respect of claims not arising at a construction project site, there shall be no liability under this Policy where You are entitled to indemnity under any other insurance except in respect of any excess amount which would have/been covered under such policy had this Policy not been effected.

ADDITIONAL BENEFITS APPLICABLE TO SECTION 5

1. **Contractors and/or Sub-Contractors**

The cover herein granted is extended to Your legal liability both at Common Law and under Legislation to employees in the employment of contractors and/or sub-contractors performing work for You while engaged in the business. Provided that the cover given by this extension is contingent upon You failing to be covered in consequence of the failure on the part of any of the contractors and/or sub-contractors to insure and keep insured during the currency of a contract their employees under a policy of insurance.

2. **Part-Timers / Temporary / Contract Employees**

This Section is extended to include Your part-timers / temporary / contract employees employed by You. Actual payroll for this category is to be declared and adjusted at the end of each Period of Insurance.

3. **Students on Vocational Training**

We extend to cover Your legal liability both at Common Law and under the Legislation to the students or trainees who are participating on-the-job training program organized by the institutes of higher learning and attached to You who are engaged in the business and occupation in respect of which this within Section is granted.

Provided that the indemnity given by this extension in respect of Legislation is contingent upon You failing to be indemnified in the consequence of the failure of the part of the institute of higher learning to insure students or trainees who are participating on-the-job training program under a policy of insurance.

Actual payroll for this category is to be declared and adjusted at the end of each Policy year.

4. **Social / Recreational Activities**

This extension shall only apply to an injury to an employee arising out of and in the course of his employment by You anywhere in Singapore. Such injury shall be deemed to be arising out of and in the course of his employment when occurring whilst the employee is participating in social / recreational activities organized by You.

SECTION 6 - BUSINESS INTERRUPTION (OPTIONAL)

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.
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 all 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) month 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 - All Risks (excluding Machinery and Electronic Breakdown) or Section 8 - Fire & Extraneous Perils On Building) 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 Damaged) 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.

WHAT IS NOT COVERED

We will not pay for:

- Any loss or increase in loss caused by or resulting from:
 - a) any wilful dishonest fraudulent act negligence of the Insured, his authorised representative or employee, whether acting alone or in collusion with others.
 - b) pollution seepage contamination of any description, except as specifically provided otherwise.
 - c) neglect of the Insured to use all reasonable means to minimize further loss during or after an insured loss.

BASIS OF SETTLEMENT

1. In respect of Gross Profit

The payment for business interruption under this insurance shall be:

- a) The actual loss of Gross Profit suffered by You, computed by multiplying the Rate of Gross Profit with the Shortage in Turnover, and
- b) 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:

- c) Those charges and expenses of the Business payable out of Gross Profits that may cease or be reduced because of property damage, and

d) 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 amount computed by multiplying the Rate of Gross Profits to the Annual Turnover or its proportionate amount if the maximum Period of Indemnity 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 Period of Indemnity exceeds twelve (12) months), the indemnity shall be proportionately reduced.

SPECIAL CONDITIONS APPLICABLE TO SECTION 6

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 6

1. **Alternative Trading Clause**

If during the Period of Indemnity 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 Period of Indemnity.

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. **Auditor & Accountant Fees Clause**

We cover reasonable professional fees for services (but not for the purpose of disputing policy liability) by auditors and accountants necessarily incurred by You following physical loss, destruction of or damage to the Insured Property under Section 1 - All Risks to extract compile and certify any information from Your own records as may be required by Us.

Provided Our maximum liability under this provision shall be:

- (a) If such fees are insured as separate Items, the amount specified.
- (b) If such fees are not insured as separate items, up to sublimit of S\$25,000 for Business Interruption at the Location.

4. **Automatic Reinstatement of Loss Amount**

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

5. **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.

6. **Denial of Access**

If 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.

7. **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.

8. **Fines and Penalties Clause**

This Section is extended to cover fines or damages up to S\$25,000 or 10% of the Sum Insured whichever is the lesser for breach of contract and the amount payable as indemnity thereunder shall be such sums as You shall be legally liable to pay in discharge of fines or damages, incurred solely in consequence of the physical loss, destruction of or damage to the Insured Property under Section 1 - All Risks of this Policy, for non-completion or late completion of orders.

9. **Infectious or Contagious Disease, Murder & Suicide**

We will pay for the losses as described below, directly resulting from interruption of or interference with the Business carried on by You at the Premises in consequence of:

- 1) Human infectious or contagious disease manifested by any person whilst at the Premises or;
- 2) Murder or suicide occurring at the Premises or;
- 3) Injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided on the Premises.

Provided that:

- a) The contingencies listed (1), (2) or (3) above necessitates the compulsory closure of the whole or part of the Premises by order of a competent public authority ("Order");
- b) The interruption or interference with the Business at any Location comprised within the premises which You wish to claim for, lasts for more than three (3) continuous days from the date of the Order;
- c) Our liability under this extension will only apply to any period after the Order mentioned in (a) above is made and the period mentioned in (b) expires;
- d) For the contingencies listed above, the Our limit of liability under this extension in respect of each insured item specified in the Schedule, arising from any one Occurrence is S\$50,000 or up to policy Sum Insured whichever is the lesser;

Our liability shall in no case under this extension exceed the sum of S\$50,000 for the Period of Insurance and Period of Indemnity of 16 weeks, unless expressly stated otherwise in the Schedule.

For the purpose of this extension, 'Occurrence' means any event or series of events resulting from or attributable to one cause or original source.

10. 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 realized from start of Business up till date of property damage,
 - a. The proportional equivalent of Standard Turnover, based on actual Turnover realized from start of Business up till date of property damage,
 - b. 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.

11. Utilities & Services

Physical loss caused directly by an insured peril to Property Insured 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 7 - FIDELITY GUARANTEE (OPTIONAL)

DEFINITION

Employee: Shall mean any person You employed or executive director or executive 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 after the termination of the Policy

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 changes 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.
3. For more than one claim in respect of any act or acts of fraud or dishonesty by any one employee.

SPECIAL CONDITIONS APPLICABLE TO SECTION 7

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 dishonestly 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 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 7

1. Auditor's Fees

We cover You for 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

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 8 - FIRE AND EXTRANEIOUS PERILS ON BUILDING (OPTIONAL)

DEFINITION

1. Building means the Premises (excluding foundation) of Your Business as indicated under the 'Location of Risk' shown in the Schedule, and which is constructed with hard roofs and walls wholly of brick and/or stone and/or concrete, including outbuildings walls, gates and fences, owner's fixtures and fittings, belonging to You or for which You are responsible or has assumed responsibility to insure.

WHAT IS COVERED

In the event of loss of or damage to the Building specified in the Schedule, by an insured peril (shown below) during the Period of Insurance, We will pay to You the value of the Building lost or damaged, or at our option, reinstate or replace such Building or any part thereof.

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
 - (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 ionising 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 caused 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, 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 against any loss or damage caused by burning of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

INSURED PERILS

1. Fire or lightning
2. Riot and Strike shall mean loss of or damage to the Building 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 and 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 wilful 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.

We will pay 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 organization.

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 of 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 Building 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, economizers, 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 permission to land has been given by You.
7. Bursting, leaking or overflowing of water tank, apparatus or pipes from within the Building, but excluding:
- Damage to the water tanks, apparatus or pipes
 - Loss or damage whilst the Building 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. 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 rateable 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 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 peril is insured against by this Section unless, the Building insured 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 peril is insured against by this Section 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 this Section;
 - Loss or damage caused by explosion except as provided in Insured Perils 4.
 - Loss by any ordinance or law regulating the construction or repair of buildings.
- (2) 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.
- (3) 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 this Section.
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 or damage to the Building (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 for any one accident, provided the leakage is not a result of the following causes:
 - (a) Heat caused by fire;
 - (b) Repairs or alterations to the buildings or premises;
 - (c) The sprinkler installation being repaired, removed or extended;
 - (d) Freezing in the event of the premises being vacated or unoccupied, or freezing due to Your negligence;
 - (e) The order of the Government or of any municipal local or other competent authority;
 - (f) Subterranean fire;
 - (g) War, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power;
 - (h) Explosion, the blowing-up of building or blasting;
 - (i) Defects in construction or condition or which You are aware or ought to be aware.

LIMIT OF INDEMNITY

The amount payable in respect of any one loss for Building shall not exceed the Sum Insured stated 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 Building with similar property having similar function or output without any deduction for wear and tear or depreciation.

Any repair or replacement must commence and be carried out within a reasonable time and must be completed within 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 8

1. Alterations and Repairs

We will pay for loss or damage caused by workmen allowed in the Building to carry out alterations and repairs. Provided that, the independent contract value of each such work does not exceed 1% of the Sum Insured for Building or S\$100,000, whichever is the lesser.

2. Appraisalment

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 Building (or Buildings) affected, no special inventory or appraisalment of the undamaged property is required.

If 2 or more buildings were included as a single item, this benefits shall apply to the range of buildings by the item (or items) affected.

3. Architects' Surveyors' & Consultant Engineers' Fees

We will pay for the fees and costs for architects and other consultants for estimates, plans, specifications, quantities, tender and supervision up to a limit of S\$5,000 for each and every loss.

4. 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.

5. Average Relief Clause

If at the time of replacement or reinstatement the sum representing 85% of the cost which would have been incurred in replacement or reinstatement if the whole of the Building had been destroyed exceeds the Sum Insured thereon, then You shall be considered as Your own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

6. Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings

We cover Your awnings, blinds, signs or other outdoor fixtures or fittings provided Our liability under this extension shall not exceed S\$10,000 for any one loss and in any one Period of Insurance.

7. Breach of Conditions and/or Warranties

The conditions and warranties contained in these policy wordings and/or the Schedule 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.

8. Capital Additions

We cover costs of alterations, additions and improvements (but not appreciation in value in excess of the Sum Insured) to the Building up to 10% of the total Sum Insured or S\$100,000 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.

9. Cost of Demolition and Clearing and Erection of Hoarding

We 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 or damage to the Building by fire or any other perils hereby insured against, provided Our liability shall not exceed 10% of the cost and expense or S\$100,000 whichever is the lesser, necessary to restore damaged Building.

10. 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.

11. 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). We will not be 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.

12. **Expediting Expense**
In the event of any physical loss, destruction or damage to the Building covered under this Section, the insurance under the same item extends to cover You for the extra charges for overtime, night work and express freight, necessarily and reasonably incurred by You in the repair or reinstatement of the Building for an amount not exceeding 10% or \$100,000 whichever is the lesser, of the normal repair or reinstatement costs for any one event or occurrence.
13. **Extended Impact Damage**
We will pay for the damage to the Building 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.
14. **Fire Extinguishing Cost/Fire Brigade Charges**
We will pay for the costs and expenses incurred to extinguish fire involving or threatening Building, provided Our liability shall not exceed S\$5,000 for any one loss.
15. **Heating and Power**
Use of electric, gas and other lighting, heating and power usual to trades and occupations allowed as provided by government laws or regulations.
16. **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.
17. **Leased Property**
We will pay any party with an insurable interest in the Building as a Mortgagee, Lessor, Hirer or the like up to the extent of their interest, provided such interest is not more specifically insured.
18. **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.
19. **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.
20. **Privileges / Permission Granted**
You may:
a) Conduct business at the Location at all hours.
b) Use the Building 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 Building 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.
21. **Public Authorities / Ordinance**
We will pay for the additional cost and expense incurred 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.
22. **Reinstatement Value (excluding Stock)**
We will pay for damage (other than to stock) which shall be calculated based on the actual cost and expense to reinstate or to replace damaged Insured Property on the same site, provided:
a) All other property insurance covering Building at the time damage occurs also provide for the same basis of payment; otherwise payment shall be the Indemnity Value.
b) The work of restoration is commenced and carried out and completed within 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.
c) 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.
d) 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 Building.

23. Removal of Debris

We will pay for the costs and expenses incurred to support, dismantle, demolish or remove debris of the Building, damaged by an insured peril and to provide associated site hoarding or barriers for public safety purpose. Our maximum liability shall be the amount specified if such cost and expense are insured as a separate insured item.

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.

24. 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.

25. Sue and Labour

We cover the cost and expense incurred by You following property damage 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.

26. Temporary Protection and Safety Costs

We will pay for the costs and expenses incurred for the temporary protection and safety of the Building pending repair or replacement consequent upon insured damage up to S\$5,000 any one loss.

27. Tenants' Improvements

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

Section 9 – WORLDWIDE PERSONAL ACCIDENT (OPTIONAL)

DEFINITIONS

1. Injury means bodily injury which
 - a) Is sustained by You or Your employee during the Period of Insurance;
 - b) Is caused solely and directly by violent, accidental, external and visible means; and
 - c) Is solely and independently of any other cause,

except sickness directly resulting from, or medical or surgical treatment rendered necessary by such injury; occasions the death or permanent disablement of that Insured Person within 12 calendar months from the date thereof.

2. Total Disablement means bodily injury whether of a temporary or permanent nature which solely and directly totally disables and prevents an Insured Person from attending to Your Business or occupation (of any and every kind) or if You or Your employee have no Business or occupation, from attending the usual duties.
3. Permanent means lasting 12 calendar months and at the expiry of that Period of Insurance, being beyond hope of improvement.
4. Loss of Sight means total and irrecoverable loss of sight.

Loss of Limb means loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.

Loss of Fingers or Toes means complete severance through or above the metacarpophalangeal joints or metatarsophalangeal joints.

Loss of Use means complete in terms of physical incapacity or disability and not in terms of professional or occupational incapacity or disability of You or Your employee.

WHAT IS COVERED

We will pay You or Your employees according to the Schedule of Benefits, as shown in the Basis of Settlement below, if during the Period of Insurance, Your employee aged between 16 and 65 years (Age Next Birthday) or subject to Our approval, may be renewed up to 70 years (Age Next Birthday), sustains bodily injury caused solely and directly by violent, accidental, external and visible means which independently results in death or permanent disablement, anywhere in the world occurring within 12 calendar months from the date of the accident.

WHAT IS NOT COVERED

We will not pay for claims directly caused by:

1. Suicide, self-destruction, self-inflicted injury, or any attempt thereof while sane or insane.
2. Arising from AIDS, HIV or any sexually transmitted disease.
3. As a result of being under the influence of intoxicating liquor or of a drug, other than a drug taken or administered on medical advice.
4. Flying or other aerial activity other than flying in a power-driven aircraft as a passenger but not as a member of the crew or for the purpose of any trade or technical operation in or on the aircraft.
5. Illegal acts of You or Your employee.
6. Naval, military or air force service or operations.
7. Pregnancy or childbirth.
8. You or Your employee engaging in sporting activities other than those undertaken for leisure or recreational purpose.
9. Any pre-existing condition or illness, bacterial or viral infections.

BASIS OF SETTLEMENT

S/No	Descriptions	Schedule of Benefits (% of Sum Insured)
A	Death	100
B	Total and Permanent Disablement of:	
	1. Loss of two limbs	100
	2. Loss of two hands	100
	3. Total and permanent loss of sight of two eyes	100
	4. Loss of sight in one eye with loss of hand or foot	100
	5. Total paralysis	100
C	Permanent and Partial Disablement of:	
	1. Loss of one arm from above elbow joint	65
	2. Loss of one leg from above knee joint	55
	3. Total and irrecoverable loss of all sight in one eye	50
	4. Loss of four fingers and thumb of one hand	50
	5. Loss of one thumb	20
	6. Loss of one index finger	15
	7. Loss of one middle finger	10
	8. Loss of one ring finger	10
	9. Loss of one little finger	7
	10. Loss of one great toe with joint	5
	11. Loss of any other toe	2
D	Daily-In-Hospital Income Benefits (Limit: maximum 14 days)	S\$100 per day

Permanent total loss of use of member shall be treated as total loss of member.

In the event of permanent disablement by physical loss or loss of use not specified above, the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified with reference to the profession or occupation of the Insured Person.

The aggregate of all percentage payable in respect of any one accident shall not exceed 100% of the Sum Insured specified in the Schedule.

PROVISOS

The aggregate payable shall not exceed the Sum Insured under this extension.

No person shall be entitled to compensation under both (A) and (B) in the Schedule of Benefits in respect of the same period.

The maximum limit per Insured Person is S\$300,000 irrespective of how many SmartPlan policies issued.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Following accidental injury. You or Your employee must promptly obtain and follow medical advice from a qualified medical practitioner who must also provide a certificate confirming the nature and extent of the injury.

This Section shall be voidable in the event of misrepresentation, misdescription or non-disclosure or concealment of any circumstances by You/Your employee, which is material to or in connection with:

- (a) The health of Your employee and in particular
 - (i) Whether You or Your employee is suffering from a disease, illness, disability or handicap; or
 - (ii) Whether You or Your employee is aware of circumstances suggesting that You or he may be suffering from a disease, illness, disability or handicap;
- (b) You or Your employee previous risk experience and claim history;
- (c) You or Your employee insurance record, including previous insurance refusals.

You shall forthwith, or within such time as We may in writing allow, deliver in writing a statement containing particulars of all such information thereof as may be required. No statement by You under this Section shall be acceptable to and binding on Us unless the terms of this condition have been fully complied with.

ADDITIONAL BENEFITS APPLICABLE TO THIS SECTION 9**1. Daily-In-Hospital Income Benefits**

When by reason of accidental injury, You or Your employee is hospitalized, We will pay a Daily-In-Hospital Income Benefit of S\$100 per day up to a limit of 14 days.

2. **Disappearance**

If Your employee's body has not been found within one year after the date of the disappearance following sinking or wrecking of the conveyance in which You/Your employee was travelling at the time of the Injury and under such circumstances as would otherwise be covered hereunder, the disappearance of You or Your employee shall be considered as constituting a claim under this Section provided that, if at any time after payment has been made by Us in settlement of such a claim, You or Your employee is found to be living, any sum so paid by Us shall be refunded forthwith.

3. **Exposure**

By reason of accidental Injury, You or Your employee is exposed to the elements and as a result of such exposure suffers death, such death shall be covered hereunder.

4. **Riot, Strike, Civil Commotion, Hijack, Murder, Assault**

We will pay for death or Injury of the Insured Person which was the result of riot, strike, civil commotion, hijack, murder or assault provided that such event did not arise as a result of or in connection with an Insured Person's collaboration or provocation of such act.

5. **Repatriation Costs**

We will pay for the reimbursement of reasonable charges arising from burial or cremation as a result of accidental death of You or Your employee and/or the transportation of the body or ashes of You or Your employee back to Singapore. Our liability in respect of this extension shall not exceed S\$2,000 in total for any Period of Insurance.

6. **Terrorism Cover**

Terrorism extension includes losses caused by terrorist attacks using nuclear, chemical, and/or biological substances.

"Nuclear, chemical, biological terrorism" which is also covered hereunder shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

GENERAL EXCLUSIONS

1. **Alteration**

We do not cover loss, damage, injury or liability arising from any alteration in the Business 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.

2. **Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- a) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss. "Electronic data" means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corruption, harmful and otherwise instructions or code including a set of maliciously introduced unauthorized instructions or code programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to "Trojan horses", "worms" and "time or logic bombs".

- b) However, in the event that a Peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property by this Policy directly caused by such listed Peril.

Listed Perils:

Fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

3. **Electronic Data Processing Media Valuation**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such electronic data to the assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

4. **Non-Premises/High Hazardous Operations Exclusion**

We do not cover loss, damage, injury or liability directly or indirectly caused by, related to or in consequence of fabrication, erection, installation, testing and commissioning work done by the insured, repairs, servicing or installation or project works rendered or undertaken by You outside of Your Location stated on the Schedule, external works involving heights, on board vessels/rigs/shipyards and any other more hazardous activities unless agreed and included by way of endorsement.

5. **Terrorism (Not Applicable To Section 9 – Worldwide Personal Accident)**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this Policy does not indemnify You in respect of loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

If We allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon You. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6. **War And Civil War**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy does not indemnify You in respect of loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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 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 Insured Property 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 Us and the mortgagor or owner of the Insured Property, 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 Insured Property or lessen any obligations which may be imposed on the mortgagor or owner of the Insured Property either by or under this Policy or by law and such rights and obligations shall be between Us and the mortgagor or owner of the Insured Property 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. Assignment Of Policy

This Policy is not assignable and We shall not be effected by notice of any trust, charge, lien, assignment or other dealing with this Policy.

2. 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.

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. 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.

5. Interpretation

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

6. Mediation/Arbitration

You and We 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.

7. Misdescription

If there is any material misdescription of the business or premises to which this insurance refers or any misdescription as to any fact material to be known for estimating the risk, or any omission to state such fact, We shall not be liable upon this Policy.

8. 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.

9. 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 prorated 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.

10. Precautions

You will take all reasonable precautions to avoid and minimize injury, loss or damage and to comply will all statutory obligations or regulations imposed by any public authority for the safety of persons or property.

11. 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.

12. Termination Of Policy

Subject to the consent of the legal owner as stated in the Schedule (as the case may be), 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 S\$214 inclusive of 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\$107 inclusive of GST rate payable to Us.

13. 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.

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 Us (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 Us (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) We shall be entitled to a pro-rata time on risk premium subject to a minimum S\$214.00 inclusive GST.
3. If the Period of Insurance is less than 60 days, any premium due must be paid and actually received in full by Us (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 name 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 Us 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 with 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.

OUR RIGHTS

1. 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 We consider necessary for the purpose of tracing and recovering the Insured Property loss or of securing reimbursement in respect of the Insured Property lost or damaged and You shall at our expense furnish all such assistance as may be required by Us in connection with such proceedings.

2. 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.