

## BIZTRENZ PACKAGE INSURANCE POLICY WORDINGS

In consideration of the Insured named in the Schedule hereto paying to **CHINA TAIPING INSURANCE (SINGAPORE) PTE. LTD.** ("CTPIS" or "Company") the Premium mentioned in the Schedule CTPIS agrees subject to the terms and conditions contained in or endorsed or otherwise expressed on this Policy to insure in the manner and to the extent hereinafter provided in the respective Sections specified in the Schedule or added hereto by memorandum signed by or on behalf of CTPIS in respect of events occurring during the Period of Insurance specified in the Schedule or during any subsequent period for which the Insured shall pay and CTPIS shall agree to accept the premium required for the renewal of this Policy.

Provided always that the due observance and fulfilment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of CTPIS to make any payment under this Policy.

### Section 1(A) - Fire And Extraneous Perils

**THE COVER PROVIDED BY THIS SECTION IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE.**

#### WHAT IS COVERED

The Company will by payment or at the option of the Company by repair reinstatement or replacement indemnify the Insured up to the Sum Insured specified in the Schedule against loss of or damage to the Property Insured whilst in the Situation of Risk destroyed or damaged by Fire and/or Lightning and the under -mentioned Extraneous Perils whilst occurring during the Period of Insurance.

#### EXTRANEIOUS PERILS

##### 1. RIOT AND STRIKE

It is hereby agreed that the Policy is extended to cover loss of and damage to the property insured directly caused by

- (a) The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 2
- (b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance mentioned in (a) above or in minimizing the consequences thereof
- (c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out
- (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act mentioned in (a) above or in minimising the consequences of any such act

#### SPECIAL CONDITIONS

For the purposes of this Policy the following conditions apply:-

##### CONDITION 1

- i) This Policy does not cover:-
  - (a) Loss of earnings, loss of delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever
  - (b) Loss or damage resulting from total or partial cessation or interruption or retarding of work or of any process or operation
  - (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
  - (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building
  - (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material

Provided nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property Insured occurring before dispossession or during temporary dispossession.
- (ii) This Policy does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Condition 1 (ii) only combustion shall include any self-sustaining process of nuclear fission.

##### CONDITION 2

This Policy does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of 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 of or amounting to a popular rising, military rising, 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 purpose of putting the public or any section of the public in fear. In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

##### CONDITION 3

Unless otherwise expressly stated in this Section this Policy does not cover:-

- (a) Goods held in trust or on commission
- (b) Bullion or unset precious stones
- (c) Any curiosity or work of art for an amount exceeding S\$200
- (d) Manuscripts, plans, drawing or designs, patterns, models or moulds
- (e) Securities, obligations or documents of any kind, stamps coined or paper money, cheques, books of account or other business books, or computer systems records
- (f) Explosives

## Section 1(A) - Fire And Extraneous Perils (continued)

### CONDITION 4

This Policy may at any time be terminated by the Company on notice to that effect being given to the Insured, in which case the Company shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of cancellation. If this Policy be terminated at the request of the Insured the Company shall not be liable to repay the premium or any part of it except in so far as this Policy applies to stocks in respect of which the Company shall retain a premium calculated according to its customary short period scale for the time the said Policy has been in force.

### 2. EXPLOSION

It is hereby agreed and declared that the insurance under this Section shall, subject to the Special Conditions hereinafter contained, extend to include:

Loss of or damage to the property Insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion. Provided always that all the conditions of this Section (except in so far as under the Not Covered - 2(g) under this Section is hereby expressly varied) shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this section.

### SPECIAL CONDITIONS

- i) The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of 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 purpose of putting the public or any section of the public in fear. In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.
- ii) If there shall be any other fire insurance on the property Insured under this policy, the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
- iii) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is Insured by or would, but for the existence of this extension, be Insured by any other existing 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 Policy not been effected.

### 3. MALICIOUS DAMAGE

It is hereby agreed and declared that the insurance under the Extraneous Peril 1 – Riot and Strike Endorsement shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean:-

Loss or damage to the property Insured directly 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 or committed in connection with an occurrence mentioned in Special Condition No.2 of the said Riot and Strike Endorsement but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein. Provided always that all the Conditions and Special Conditions of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

### 4. IMPACT BY ROAD VEHICLES

It is hereby agreed and declared that the insurance under this Section extends to include loss or damage to the property described in the Schedule and/or to any walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles not belonging to or under the control of the Insured, or any member of his family or any person in or upon the Insureds' service but excluding the first S\$100 of each and every loss provided that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

### 5. AIRCRAFT DAMAGE

It is hereby agreed and declared that the insurance under this Policy shall subject to the Special Conditions hereinafter contained extend to include loss or damage to the property Insured (by fire or otherwise) directly caused by aircraft and other aerial devices and/or articles dropped there from.

**PROVIDED** always that all conditions of the Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

### SPECIAL CONDITIONS

- 1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum Insured by each item of the Policy.
- 2) The insurance does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Insured.

### 6. WATER DAMAGE DUE TO BURSTING OR OVERFLOWING OF WATER TANKS, APPARATUS OR PIPES

The insurance under this Section subject to the Special Condition hereinafter contained, extend to include:

Loss of or damage to the property Insured directly caused by bursting or overflowing of Water Tanks, Apparatus and Pipes from within the building(s) Insured or containing the property Insured but excluding:-

- (a) Damage thereto
- (b) Loss or damage whilst the buildings is untenanted
- (c) Loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described building(s)
- (d) The first S\$200 of each and every loss

Provided that all the conditions of this Section shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

## Section 1(A) - Fire And Extraneous Perils (continued)

### 7. EARTHQUAKE, VOLCANIC ERUPTION, HURRICANE, CYCLONE, TYPHOON AND WINDSTORM AND FLOOD ARISING THEREFROM

#### Endorsement "3A"

Notwithstanding anything stated to the contrary in Not Covered No. 5 of the Policy, the insurance by this Policy covers loss or damage by fire occasioned by or through or in consequence of Earthquake and Volcanic Eruption and/or Hurricane, Cyclone, Typhoon and Windstorm.

It is agreed that in every case of loss or damage the Insured must prove that no part of the loss or damage claimed for was caused otherwise than by fire.

#### Endorsement "3B"

Notwithstanding anything stated to the contrary in Not Covered No. 5 of the Policy, the insurance by this Policy covers loss or damage (other than loss or damage by fire) directly caused by Earthquake and Volcanic Eruption and/or Hurricane, Cyclone, Typhoon and Windstorm and Flood (including overflow of the sea) caused by any of the aforementioned perils subject to the following Excess Clause and Special Conditions attached hereto.

**PROVIDED** always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this Policy.

#### EXCESS CLAUSE

It is understood and agreed that as regards loss or damage (other than by fire) to any buildings hereby Insured directly caused by any peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its ratable proportion of the amount by which such loss or damage exceeds either:-

- (a) 1% of the total sums Insured against such peril on said buildings by Policies in the name of the Insured or
- (b) S\$200

whichever shall be the less

It is further agreed that this Clause shall apply separately to:

- (i) each building, for which purpose all Insured buildings at the same address will be regarded as one building
- (ii) each incident giving rise to such loss or damage and that for the purpose hereof an incident shall not be considered to have terminated until there have been seven consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

#### SPECIAL CONDITIONS

- (a) The Company 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 or containing the property Insured shall first sustain actual damage to the roof or walls of same by the direct force of earthquake, volcanic eruption, hurricane, cyclone, typhoon and windstorm and shall then be liable only for such damage to the interior of the building or the Insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils. The Company shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such perils is Insured against by this Section and is occasioned by earthquake, volcanic eruption, hurricane, cyclone, typhoon and windstorm.
- (b) This Policy does not extend the insurance under this Section to cover:
  - (i) Consequential loss of any kind
  - (ii) Loss or damage caused by hail whether driven by wind or not
  - (iii) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption provided that these perils are Insured against by this Section
  - (iv) Loss or damage caused by explosion except as provided in Not Covered 2(g) of this Section
  - (v) Loss by reason of any ordinance or law regulating the construction or repair of buildings
- (c) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is Insured by or would, but for the existence of this extension, be Insured by any other existing 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 affected.
- (d) Unless specifically and separately Insured this Policy does not cover:
  - (i) 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.
  - (ii) Premises in course of construction, reconstruction or repair unless all outside doors, windows and openings thereto are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are Insured against by this section.

#### Endorsement "3C"

It is hereby agreed and declared that all the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule directly caused by:-

Flood, which for the purposes of this extension 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 building Insured or containing the property Insured, but excluding:-

- (i) Loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm;
- (ii) Loss or damage caused by subsidence or landslip;
- (iii) The first S\$400 of each and every loss.

**WHAT IS NOT COVERED**

1. The Policy does not cover
  - (a) Loss or damage to property occasioned by its own fermentation natural heating or spontaneous combustion (except as provided in 2(e) below) or by its undergoing any heating or drying process
  - (b) Loss by theft during and after the occurrence of a fire
  - (c) Loss or damage occasioned by or through or in consequence of
    - (i) The burning of property by order of any public authority
    - (ii) Subterranean fire
  - (d) Consequential loss damage or liability of any kind or description
2. Unless otherwise expressly stated in the Section, this insurance does not cover
  - (a) Bullion or unset precious stones
  - (b) Any curiosity or work of art
  - (c) Manuscripts, plans, drawings or designs, patterns, models or moulds
  - (d) Securities, obligations or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books or computer systems records
  - (e) Coal, against loss or damage occasioned by its own spontaneous combustion
  - (f) Explosives
  - (g) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damaged by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Section
  - (h) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire
  - (i) That part of any electrical appliances or devices (including wiring) if the loss damage or destruction is caused by electric current artificially generated
3. Under any of the circumstances listed in General Condition 3, the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.
4. This Policy does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is Insured by or would, but for the existence of this Section, be Insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.
5. This Policy does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
  - (a) Earthquake, volcanic eruption or other convulsion of nature
  - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance

**EXTENSIONS APPLICABLE TO SECTION 1A**

**1. ACQUISITION**

Warranted that the Insured premises is not under notice of acquisition by the relevant authorities during the currency of this Policy.

**2. ALTERATIONS AND REPAIRS**

Workmen are allowed in on or about any premises herein referred to carrying out alterations, repairs, reinstatement and replacement without prejudice to terms of this Policy.

**3. ARCHITECTS' SURVEYORS' AND CONSULTANT ENGINEERS' FEES**

The Insurance by this Section extends to include Architects', Surveyors' and Consultant Engineers' fees (not exceeding those authorised under the scale of the various Institutions and/or Bodies regulating such fees prevailing at the time of the destruction or damage) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by fire or any other peril hereby Insured against (but not such fees for preparing a claim hereunder) provided such fees shall not in the aggregate exceed S\$5,000 or 10% of the Sum Insured, whichever is the lesser. Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**4. AUTOMATIC INCREASE OF SUM INSURED ( NOT APPLICABLE FOR BIZTRENZ OFFICE)**

The Sum Insured on stock-in-trade for this Section shall be automatically increased by 20% up to an additional limit of S\$125,000 for 7 days preceding and 7 days immediately after the first day of Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day. Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**5. AWNINGS, BLINDS, SIGNS OR OTHER OUTDOOR FIXTURES OR FITTINGS OF ANY DESCRIPTION**

Awnings, blinds, signs or other outdoor fixtures or fittings of any description are covered provided that the Company's liability under this extension shall not in the aggregate exceed S\$5,000 or 10% of the Sum Insured, whichever is the lesser. Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**6. BRAND & LABEL (NOT APPLICABLE TO BIZTRENZ FOOD & BEVERAGE)**

If branded or labeled merchandise covered by this Policy is damaged, and the Company elect to take all or any part of such merchandise at the agreed or appraised value, the Insured may, at his own expense, stamp "salvage" on the merchandise or its containers or may remove the brands or labels, if such stamp or removal will not physically damage the merchandise, but shall re-label the merchandise or containers in compliance with the requirements of Law. Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**7. COST OF TEMPORARY PROTECTION**

It is hereby declared and agreed that this policy is extended to cover the cost of temporary protection up to a limit of S\$2,500 reasonably necessary for the safety and protections of the premises pending repairs/replacement of damage. Subject otherwise to the Terms, Exceptions and Conditions of this Section.

EXTENSIONS APPLICABLE TO SECTION 1A (continued)

**8. COSTS OF RECOMPILING RECORDS AND CLAIMS PREPARATION**

It is hereby declared and agreed that this Policy extends to cover expenses reasonably incurred by the Insured in respect of the cost of recompiling records and of preparing a claim, such cost being incidental to and incurred as a direct consequence of a loss payable or paid under the within mentioned Policy or for which liability has been admitted by the Company.

Provided that the Company's liability under this extension shall not in the aggregate exceed S\$1,000.

**9. DETERIORATION OF STOCKS (APPLICABLE TO BIZTRENZ FOOD & BEVERAGE ONLY)**

The Company will indemnify the Insured up to the Sum Insured in any one Period of Insurance for loss of or damage or deterioration of stock in trade kept in refrigeration units whilst contained in the Situation as specified in the Schedule due to:-

- (a) The accidental damage to the refrigerating equipment
- (b) Failure of public electricity supply
- (c) Accidental escape of refrigerant gas

**PROVISOS**

The Insured shall maintain the refrigerating equipment in good working order and shall at all times take precautions to keep it in a proper state of repair.

This extension shall exclude loss or damage resulting from:-

- (i) A time excess of twelve (12) hours each & every loss
- (ii) Deliberate act of any power supply authority
- (iii) The withholding or restricting of power by such authority
- (iv) Deliberate act or neglect of the Insured or member of the Insured household or Business staff or any servant of the Insured or owners or their servants or agents of the premises where the units of refrigerators are
- (v) Refrigeration units which are greater than six (6) years old
- (vi) Consequential loss of any kind
- (vii) The imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments
- (viii) Loss or damage arising from faulty packing or storage inherent defects contamination or disease
- (ix) Faults or defects known to the Insured or any of his responsible employees at the time the contract was arranged and not disclosed to the Insurers

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**10. ELECTRICAL INSTALLATION (4B)**

Loss or damage by fire to the electrical appliances and installation Insured by this Section arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and conditions of this Section, but is expressly understood that no liability exists under this Section 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.

**11. FIRE EXTINGUISHING EXPENSES/FIRE BRIGADE CHARGES**

It is hereby agreed that the Policy extends to cover:

- (a) The charges raised by any local authority for the provision of Fire Fighting Appliances called for the purpose of protecting the premises
  - (b) The cost of replenishment of fire fighting appliances and destruction of or damage to materials unless otherwise specifically Insured.
- Provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the premises of the property Insured by this Section or immediately threatening to involve such property.

Provided also that the Company's liability under this extension shall not in the aggregate exceed S\$2,500.

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**12. HEATING AND POWER**

The use of electric, gas and other lighting, heating and power usual to trades and occupations is allowed as provided by Law, By-Law or Municipal Regulation.

**13. HIRE PURCHASE OR LEASING**

It is hereby declared and agreed that the Hire Purchase Company or Lessors named in the Schedule (hereinafter referred to as the Owners) are the owners of the Property and that the Property is the subject of a Hire Purchase or Leasing Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that 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 of the Property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any proviso in the Hire Purchase or Lease Agreement to the contrary this Section is issued to the Insured named in Schedule as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Policy. It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Section without the prior consent in writing of the Company.

**14. LEASED PROPERTY**

This Section extends to indemnify any other party having an interest in the property Insured by virtue of and in accordance with the terms of a Mortgage, Leasing, Hiring or Renting Agreement, provided such property is not more specifically Insured.

**15. PAYMENT ON ACCOUNT**

In the event of the occurrence of a loss under this insurance the Company will make payment on account in respect of such loss to the Insured if desired, on production of a statement of claim certified by the assessor whose appointment is approved by the Company.

**16. PREMISES**

This Section extends to cover property described herein whilst in or on platform, alleys, yards, outbuildings and/or in the open-air on the premises described herein during Business Hours.

EXTENSIONS APPLICABLE TO SECTION 1A (continued)

**17. REINSTATEMENT VALUE**

(Not applicable to stock-in-trade and/or merchandise)

It is hereby declared and agreed that in the event of the property Insured under this Section being lost destroyed or damaged the basis upon which the amount payable under this Section is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more expensive than the property Insured when new subject to the following Special Provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

**PROVISOS**

- (a) The work or replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the loss destruction or damage or within such further time as the Company may (during the said 12 months) in writing allow otherwise no payment beyond the amount which would have been payable under this Section if this Extension had not been incorporated therein shall be made.
- (b) Until expenditure has been incurred by the Insured in replacing or reinstating the property lost destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under this Section if this Extension had not been incorporated therein.
- (c) This Extension shall be without force or effect if
  - (i) the Insured fails to intimate to the Company within 6 months from the date of loss destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property lost destroyed or damaged.
  - (ii) the Insured is unable or unwilling to replace or reinstate the property lost destroyed or damaged on the same or another site.
- (d) No payment beyond the amount which would have been payable under this Section if this Extension had not been incorporated therein shall be made if at the time of loss, destruction or damage to any Property Insured such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis reinstatement or replacement set forth herein.

**18. REMOVAL OF DEBRIS**

On Costs and Expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the property Insured by this Section destroyed or damaged by Fire or by any other peril hereby Insured against for an amount not exceeding S\$5,000 or 10% of the sum Insured, whichever is the lesser.

**19. SERVICES**

The insurance by this Section relating to "Building" and "Machinery" extends to include telephone, gas, water and electrical instruments, meters, piping, cabling and the like and accessories therein including similar property in adjoining yards or roadways or underground pertaining to Buildings or contents Insured by the respective items of this Specification all the properties of the Insured/Suppliers/Others for which the Insured is responsible.

**20. SMOKE DAMAGE**

Warranted during the currency of this Insurance, notwithstanding anything in the within written Section contained to the contrary, the insurance shall extend to include destruction of or damage to the property Insured (by fire or otherwise) directly caused by smoke due to a sudden unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe and while in or on the described premises but not SMOKE from fire- places or industrial apparatus.

Provided always that all the conditions of the policy (except in so far as they may be expressly varied) shall apply as if they had been incorporated herein and for the purposes hereof any destruction or damage as aforesaid shall be deemed to be any destruction or damage by fire

This Extension does not cover:-

- a) Destruction or damage directly or indirectly occasioned by or happening through or in consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Insurrection or Military or Usurped Power.
- b) Consequential loss or damage of any kind or description.

**21. SPRINKLER LEAKAGE**

It is hereby declared and agreed that this Section is extended to cover Sprinkler Leakage which shall mean destruction or damage caused by water accidentally discharged or leaking from the automatic Sprinkler Installation, provided that the leakage is not 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 vacant or unoccupied, or freezing due to the neglect of the Insured
- (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 revolution insurrection or military or usurped power
- (h) Explosion, the blowing-up of buildings or blasting
- (i) Defects in construction or condition of which the Insured is aware
- (j) The first S\$200 of each and every loss

Subject otherwise to the terms and conditions of this Policy.

**22. SPONTANEOUS COMBUSTION**

It is hereby declared and agreed that this insurance covers loss of or damage to the Insured property caused by its own spontaneous combustion, notwithstanding anything stated to the contrary in the printed Conditions of this Section.

Subject otherwise to the terms and conditions of this Policy.

## Section 1(A) - Fire And Extraneous Perils (continued)

### EXTENSIONS APPLICABLE TO SECTION 1A (continued)

#### 23. TEMPORARY REMOVAL

Machinery Plant Equipment and Furniture excluding stocks Insured under this Section is covered (limited to S\$5,000 or 10% of the Sum Insured, whichever is the lesser) whilst temporarily removed for cleaning renovation modification repair or other similar purpose elsewhere on the same or to any other premises and in transit thereto and therefrom by road rail or inland waterway all in the Republic of Singapore. The amount recoverable under this Extension in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the Premises from which the property is temporarily removed.

This Extension does not apply to property if and so far as it is otherwise Insured nor does it apply to items covering stock and merchandise of every description nor as regards losses occurring elsewhere than at the Premises from which the property is temporarily removed to:

- (a) Motor Vehicles and Motor Chassis
- (b) Property (other than Machinery and Plant) held by the Insured in trust

#### 24. TENANTS' IMPROVEMENT

The insurance by this Section extends to include the Insured's interest as tenants in improvements, structural alterations and additions, decorations and fixtures. The Company shall not be liable in respect of the above for any amount which the Insured may be able to recover from the owner of the building.

#### 25. THEFT INCLUSION DURING AND/OR AFTER THE OCCURRENCE OF A FIRE

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary this Section is extended to cover theft of Insured property during and/or after the occurrence of a fire or other peril covered under the terms of this Section, but this extension does not cover theft by employees.

#### 26. VEHICLE LOAD

In the event of the Insured's property being loaded in vehicles or freight containers overnight while in, on or about the premises hereby Insured the Company will indemnify the Insured for the loss of or damage to such Property caused by fire or any other peril Insured hereby, providing always that the Company's liability shall not exceed the limit of S\$2,500.

## Section 1(B) - All Risks

### THE COVER PROVIDED BY THIS SECTION IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

#### WHAT IS COVERED

The Company will by payment or at the option of the Company by repair reinstatement or replacement indemnify the Insured up to the Sum Insured specified in the Schedule against accidental loss of or damage to the property Insured including plate glass whilst in the Situation of Risk as described in the Schedule occurring during the Period of Insurance.

#### Definition of 'Plate Glass'

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

#### WHAT IS NOT COVERED

The Policy does not cover the Insured in respect of:

1. The excess as per specified in the Schedule for each & every claim arising from any cause other than Fire, Lightning and Explosion.
2. Loss or damage caused by or arising from:
  - (a) Any unexplained loss, mysterious disappearances and/or shortage of goods discovered during inventory check
  - (b) Shoplifting and/or pilferage
  - (c) Fraud or dishonesty of the Insured's agents or employees
  - (d) Consequential loss or damage of any kind or description
  - (e) Wear and tear, the process of cleaning, dyeing, altering, repairing or restoring any article, the action of light or atmospheric conditions, moth, mildew, corrosion, shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction, oxidation, fading tree roots, evaporation, changes in flavour, colour, temperature, humidity or texture or any other gradual operating cause
  - (f) Caused by mechanical or electrical breakdown or derangement
  - (g) Short-circuiting, self-heating, leakage of electricity, over-running or excess pressure originating in the particular part, the explosion or rupture of boilers, economisers, turbines or other vessels, machinery or apparatus in which power is used or their contents
  - (h) Erosion, settling, cracking, seepage resulting from earth movements (other than earthquake, subterranean fire or volcanic eruption), shrinkage or expansion of buildings or foundations, subsidence, landslip or ground heave
  - (i) Vermin, insects, termites, scratching, denting, chipping or defacing
  - (j) Latent defect, faulty workmanship, structural defects or faulty design
  - (k) The cessation, interruption or retarding of any process or operation or work whether total or partial
  - (l) Delay confiscation or detention by Customs House or by other Officials or Authorities
  - (m) Whilst being transported by rail road sea (including loading and unloading) or whilst in the course of transit to and away from the premises specified in the Schedule
  - (n) Whilst the premises are left without an inhabitant actually in them if the premises have been so left for a continuous period exceeding 30 consecutive days and nights unless written consent has been obtained from the Company
  - (o) False programming, punching, labelling or inserting inadvertent cancelling of information or discarding of data carrying media, and loss of information caused by magnetic fields
  - (p) Loss, damage or expense recoverable under the maintenance agreement(s) or which would be so recoverable but for a breach of the Insured's obligation under the maintenance agreement(s).

WHAT IS NOT COVERED (continued)

3. Loss or damage to:
- (a) Gold, silver, platinum or other precious metals and alloys articles, jewellery, watches, pearls, set or unset precious stones or furs, garments trimmed with fur exceeding S\$500 per item.
  - (b) Currency notes, deeds, bonds, bills of exchange, promissory notes, cheques, money or securities for money, medals, coins, stamps, stamp collections, or other documents of value including documents of title property contracts or other documents, business books, computer systems records, manuscripts, curios, work of art (except as provided under the policy), sculptures, antiques, rare books, plans, patterns, moulds, models or designs
  - (c) Articles of a brittle nature unless such damage arises from fire or theft
  - (d) Property away from the Premises except as provided otherwise in this Section
  - (e) Property undergoing the imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments but the Company shall be liable for other damage Insured by this Policy and resulting from such cause
  - (f) Electrical equipment or wiring caused by electrical current (other than by lightning) but the Company shall be liable for other damage Insured by this Policy and resulting from such cause
  - (g) Watercraft, aircraft, locomotives, rolling stock, motor vehicles, motorcycles and trailers
  - (h) Property (except signs) in the open or being processed, constructed, erected, installed, altered, dismantled, removed or re-sited including related materials and supplies
  - (i) Empty premises awaiting or undergoing demolition
  - (j) Explosives
  - (k) Animals / Livestocks / Plants
  - (l) Records, films or tapes other than by Fire or Theft (and then only for the value as unused materials)
  - (m) Accessories and spare parts unless the Machine and/or Equipment is stolen at the same time
  - (n) Property which at the time of the happening of such destruction or damage is Insured by or would but for the existence of this Policy be Insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under other policy or policies had this insurance not been effected

EXTENSIONS APPLICABLE TO SECTION 1(B)

**1. ACQUISITION**

Warranted that the Insured premises is not under notice of acquisition by the relevant authorities during the currency of this Policy.

**2. ALTERATIONS AND REPAIRS**

Workmen are allowed in on or about any premises herein referred to carrying out alterations, repairs, reinstatement and replacement without prejudice to terms of this Policy.

**3. ARCHITECTS' SURVEYORS' AND CONSULTANT ENGINEERS' FEES**

The Insurance by this Section extends to include Architects', Surveyors' and Consultant Engineers' fees (not exceeding those authorised under the scale of the various Institutions and, or Bodies regulating such fees prevailing at the time of the destruction or damage) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by fire or any other peril hereby Insured against (but not such fees for preparing a claim hereunder) provided such fees shall not in the aggregate exceed S\$5,000 or 10% of the sum Insured whichever is the lesser. Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**4. AUTOMATIC INCREASE OF SUM INSURED (NOT APPLICABLE FOR BIZTRENZ OFFICE)**

The Sum Insured on stock-in-trade for this Section shall be automatically increased by 20% up to an additional limit of S\$125,000 for 7 days preceding and 7 days immediately after the first day of the Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day. Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**5. AWNINGS, BLINDS, SIGNS OR OTHER OUTDOOR FIXTURES OR FITTINGS OF ANY DESCRIPTION**

Awnings, blinds, signs or other outdoor fixtures or fittings of any description are covered provided that the Company's liability under this extension shall not in the aggregate exceed S\$5,000 or 10% of the Sum Insured, whichever is the lesser. Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**6. BRAND & LABEL (NOT APPLICABLE TO BIZTRENZ FOOD & BEVERAGE)**

If branded or labelled merchandise covered by this Policy is damaged, and the Company elect to take all or any part of such merchandise at the agreed or appraised value, the Insured may, at his own expense, stamp "salvage" on the merchandise or its containers or may remove the brands or labels, if such stamp or removal will not physically damage the merchandise, but shall re-label the merchandise or containers in compliance with the requirements of Law.

**7. COST OF TEMPORARY PROTECTION**

It is hereby declared and agreed that this policy is extended to cover the cost of temporary protection up to a limit of S\$2,500 reasonably necessary for the Safety and protection of the premises pending repairs/replacement of damage. Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**8. COSTS OF RECOMPILING RECORDS AND CLAIMS PREPARATION**

It is hereby declared and agreed that this Policy extends to cover expenses reasonably incurred by the Insured in respect of the cost of recompiling records and of preparing a claim, such cost being incidental to and incurred as a direct consequence of a loss payable or paid under the within mentioned Policy or for which liability has been admitted by the Company. Provided that the Company's liability under this extension shall not in the aggregate exceed S\$1,000.

**9. DETERIORATION OF STOCKS (APPLICABLE TO BIZTRENZ FOOD & BEVERAGE ONLY)**

The Company will indemnify the Insured up to the Sum Insured in any one Period of Insurance for loss of or damage or deterioration of stock in trade kept in refrigeration units whilst contained in the Situation as specified in the Schedule due to:-

- (a) The accidental damage to the refrigerating equipment
- (b) Failure of public electricity supply
- (c) Accidental escape of refrigerant gas

EXTENSIONS APPLICABLE TO SECTION 1(B) (continued)

**PROVISOS**

The Insured shall maintain the refrigerating equipment in good working order and shall at all times take precautions to keep it in a proper state of repair.

This extension shall exclude loss or damage resulting from:-

- (i) A time excess of twelve (12) hours each & every loss
- (ii) Deliberate act of any power supply authority
- (iii) The withholding or restricting of power by such authority
- (iv) Deliberate act or neglect of the Insured or member of the Insured household or Business staff or any servant of the Insured or owners or their servants or agents of the premises where the units of refrigerators are
- (v) Refrigeration units which are greater than six (6) years old
- (vi) Consequential loss of any kind
- (vii) The imposition of abnormal conditions directly or indirectly resulting from testing intentional overloading or experiments
- (viii) Loss or damage arising from faulty packing or storage inherent defects contamination or disease
- (ix) Faults or defects known to the Insured or any of his responsible employees at the time the contract was arranged and not disclosed to the Insurers

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**10. ELECTRICAL INSTALLATION (4B)**

Loss or damage by fire to the electrical appliances and installation Insured by this Section arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and conditions of this Section, but is expressly understood that no liability exists under this Section 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.

**11. FULL THEFT EXTENSION**

It is hereby declared and agreed that this Policy is extended to cover loss or damage to the Property Insured by theft without violent & forcible entry into the premises.

The indemnity herein provided shall not apply to nor include:-

- (a) Loss or damage caused by or resulting from infidelity or any dishonest act on the part of the Insured or other parties of interests or his or their employees or agents or their family members or any person or persons to whom the property Insured may be entrusted.
- (b) Unexplained loss mysterious disappearance or loss or shortage upon taking inventory.

The liability of the Company under this Endorsement shall not in the aggregate exceed S\$50,000 during the policy period.

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**12. FIRE EXTINGUISHING EXPENSES/FIRE BRIGADE CHARGES**

It is hereby agreed and declared that notwithstanding anything in the within Section contained to the contrary, the insurance under this Section extends to include:

- (a) The charges raised by any local authority for the provision of Fire Fighting Appliances called for the purpose of protecting the premises.
- (b) The cost of replenishment of fire fighting appliances and destruction of or damage to materials unless Otherwise specifically Insured.

Provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the premise of the property Insured by this Section or immediately threatening to involve such property. Provided also that the Company's liability under this extension shall not in the aggregate exceed S\$2,500.

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

**13. HEATING AND POWER**

The use of electric, gas and other lighting, heating and power usual to trades and occupations is allowed as provided by Law, By-Law or Municipal Regulation.

**14. HIRE PURCHASE OR LEASING**

It is hereby declared and agreed that the Hire Purchase Company or Lessors named in the Schedule (hereinafter referred to as the Owners) are the owners of the Property and that the Property is the subject of a Hire Purchase or Leasing Agreement made between the Owners of the one part and the Insured of the other part. It is further understood and agreed that 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 of the Property and their receipt shall be a full and final discharge to the Company in respect of such loss or damage. It is also understood and agreed that notwithstanding any proviso in the Hire Purchase or Lease Agreement to the contrary this Section is issued to the Insured named in Schedule as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed as constituting the Insured an agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to the Owners of his rights benefits and claims under this Policy. It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Section without the prior consent in writing of the Company.

**15. LEASED PROPERTY**

This Section extends to indemnify any other party having an interest in the property Insured by virtue of and in accordance with the terms of a Mortgage, Leasing, Hiring or Renting Agreement, provided such property is not more specifically Insured.

**16. PAYMENT ON ACCOUNT**

In the event of the occurrence of a loss under this insurance the Company Will make payment on account in respect of such loss to the Insured if desired, on production of a statement of claim certified by the assessor whose appointment is approved by the Company.

**17. PREMISES**

This Section extends to cover property described herein whilst in or on platform, alleys, yards, outbuildings and/or in the open-air on the premises described herein during Business Hours.

**18. REMOVAL OF DEBRIS**

On Costs and Expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the property Insured by this Section destroyed or damaged by Fire or by any other peril hereby Insured against for an amount not exceeding S\$5,000 or 10% of the sum Insured, whichever is the lesser.

## Section 1(B) - All Risks (continued)

### EXTENSIONS APPLICABLE TO SECTION 1(B) (continued)

#### 19. REPLACEMENT VALUE

It is hereby declared and agreed that in the event of the property Insured being lost or damaged, the basis upon which the amount payable under this Policy shall be the cost of replacing or reinstating with the property of the same kind or type but not superior to or more expensive than the Insured property when new and not exceeding the sum Insured. Subject otherwise to the terms, exceptions and conditions of this Section.

#### 20. RIOT STRIKE AND CIVIL COMMOTION

This Section shall be extended to cover loss of or damage to the Insured property consequent upon riot, strike and civil commotion.

#### 21. SERVICES

The insurance by this Section relating to "Building" and "Machinery" extends to include telephone, gas, water and electrical instruments, meters, piping, cabling and the like and accessories therein including similar property in adjoining yards or roadways or underground pertaining to Buildings or contents Insured by the respective items of this Specification all the properties of the Insured/Suppliers/Others for which the Insured is responsible.

#### 22. TEMPORARY REMOVAL

Machinery Plant Equipment and Furniture excluding stocks Insured under this Section is covered (limited to S\$5,000 or 10% of the Sum Insured, whichever is the lesser) whilst temporarily removed for cleaning renovation modification repair or other similar purpose elsewhere on the same or to any other premises and in transit thereto and therefrom by road rail or inland waterway all in the Republic of Singapore. The amount recoverable under this Extensions in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

These Extensions does not apply to property if and so far as it is otherwise Insured nor does it apply to items covering stock and merchandise of every description nor as regards losses occurring elsewhere than at the premises from which the property is temporarily removed to:

- a) Motor Vehicles and Motor Chassis
- b) Property (other than Machinery and Plant) held by the Insured in trust

#### 23. TENANTS' IMPROVEMENT

The insurance by this Section extends to include the Insured's interest as tenants in improvements, structural alterations and additions, decorations and fixtures. The Company shall not be liable in respect of the above for any amount which the Insured may be able to recover from the owner of the building.

#### 24. VEHICLE LOAD

In the event of the Insured's property being loaded in vehicles or freight containers overnight while in, on or about the premises hereby Insured the Company will indemnify the Insured for the loss of or damage to such Property caused by fire or any other peril Insured hereby, providing always that the Company's liability shall not exceed the limit of S\$2,500.

## Section 2 - Business Interruption

### WHAT IS COVERED

The Company will indemnify the Insured up to the Sum as stated in the Schedule for loss of income and/or increase cost of working during the period of interruption if the property Insured be substantially destroyed or damaged at the Insured's premises as a result of:

1. Closure of the whole of the premises resulting from loss or damage by the perils Insured as described in Section 1A / 1B, provided the happening of such an event causes interruption to the Insured's business during the Period of Insurance to the extent of preventing the Insured from conducting their normal business operations at the Situation of Risk.
2. Closure of the whole of the Insured premises by order of a Public Authority in consequence of:
  - (a) Infectious or contagious disease manifested by any person whilst at the premises (Subject to time excess of 24 hours)
  - (b) Murder or suicide occurring at the premises (Subject to time excess of 24 hours)
  - (c) Defects in the drain or other sanitary arrangements at the premises (Subject to time excess of 24 hours)

### EXTENSIONS APPLICABLE TO SECTION 2

#### 1. DENIAL OF ACCESS

Loss as Insured in this Policy resulting from interruption of or interference in consequences of damage to property in the vicinity of the premises which shall prevent or hinder the use thereof or access thereto, whether the property of the Insured shall be damaged or not, shall be deemed to be loss resulting from Damage. Provided that the loss exceeded a continuous period of 48hours and the Company's liability under this extension shall apply only to such period in excess of 48hours but subject to the maximum Insured period stipulated in the Schedule.

#### 2. FAILURE OF ELECTRICITY SUPPLY

Subject to the conditions of the Policy, loss as Insured by this Policy resulting from interruption of or interference with the business in consequence of damage to property at any electricity station or sub-stations from which the Insured obtain electric current shall be deemed to be a loss resulting from damage.

Provided the Company shall not be liable to any loss under this extension unless the failure of electric current from such electricity station or sub-stations exceed a continuous period of 24hours and the Company's liability under this extension shall apply only to such period in excess of 24hours but subject to the maximum Insured period stipulated in the Schedule

#### 3. FOOD & DRINKS POISONING (APPLICABLE TO BIZTRENZ FOOD & BEVERAGE ONLY)

This Policy is extended to indemnify the Insured in respect of the Insured amount in the Policy Schedule, which would otherwise be unInsured if not for this endorsement, resulting directly from the interruption of or interference with the Business in consequence of the closure or evacuation of the whole of the Premises by order of the relevant Public Authorities consequent upon poisoning directly caused by the consumption of food or drink provided at the Insured's premises.

The liability of the Company shall in no case under this extension exceed Insured amount stated in the Policy Schedule any one loss and in the aggregate during the policy period, up to a maximum period of 100 days from the date of the closure.

## Section 3 - Burglary

### WHAT IS COVERED

The Company will by payment or at the option of the Company by repair reinstatement or replacement indemnify the Insured up to the Sum Insured specified in the Schedule against:

1. Loss of or damage to any of the property Insured by theft following actual forcible and violent entry of or exit from the Premises/Situation of Risk or any attempt thereat
2. Any damage to the Premises/Situation of Risk falling to be borne by the Insured by such theft or any attempt thereat

### WHAT IS NOT COVERED

The Policy does not cover loss or damage:

1. Occasioned by any person lawfully in the Premises/Situation of Risk or directly or indirectly caused or brought about by or with the connivance of any inmate or member of the Insured's household or business staff or any servant of the Insured.
2. To gold, silver, platinum or other precious metals and alloys articles, jewellery, watches, pearls, set or unset precious stones or furs, garments trimmed with fur exceeding S\$500 per item.
3. To currency notes, deeds, bonds, bills of exchange, promissory notes, cheques, money or securities for money, medals, coins, stamps, stamp collections, or other documents of value including documents of title property contracts or other documents, business books, computer systems records, manuscripts, curios, work of art (except as provided under the policy), sculptures, antiques, rare books, plans, patterns, moulds, models or designs.
4. Happening whilst the Premises/Situation of Risk are left without an inhabitant actually in them if the Premises/Situation of Risk have been so left for a continuous period exceeding 30 consecutive days and nights.
5. To glass or any decoration or lettering or alarm tapes thereon.
6. Occasioned by fire or explosion.
7. Consequential loss damage or liability of any kind or description not specifically mentioned.
8. Whilst the Premises/Situation of Risk is lent, let or sublet out by the Insured.

### EXTENSIONS APPLICABLE TO SECTION 3

#### 1. ALTERATIONS AND REPAIRS

Workmen are allowed in on or about any premises herein referred to carrying out alterations, repairs, reinstatement and replacement without prejudice to terms of this Policy.

#### 2. ARMED ROBBERY & OR HOLD-UP

This Section is extended to indemnify the Insured in the event that any of the property hereby Insured shall be stolen from the Premises consequent upon and in connection with assault or violence or threat thereof to the Insured or any employee of the Insured.

#### 3. AUTOMATIC INCREASE OF SUM INSURED ( NOT APPLICABLE FOR BIZTRENZ OFFICE)

The Sum Insured on stock-in-trade for this Section shall be automatically increased by 20% up to an additional limit of S\$125,000 for 7 days preceding and 7 days immediately after the first day of the Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day.

#### 4. COST OF TEMPORARY PROTECTION

It is hereby declared and agreed that this Section is extended to cover the cost of temporary protection up to a limit of S\$2,500 reasonably necessary for the Safety and protections of the premises pending repairs/replacement of damage. Subject otherwise to the Terms, Exceptions and Conditions of this Section.

#### 5. COST OF RECOMPILING AND CLAIMS PREPARATIONS

It is hereby declared and agreed that this Policy extends to cover expenses reasonably incurred by the Insured in respect of the cost of recompiling records and of preparing a claim, such cost being incidental to and incurred as a direct consequence of a loss payable or paid under the within mentioned Policy or for which liability has been admitted by the Company. Provided that the Company's liability under this extension shall not in the aggregate exceed S\$1,000.

#### 6. FULL THEFT EXTENSION

It is hereby declared and agreed that this Policy is extended to cover loss or damage to the Property Insured by theft without violent & forcible entry into the premises.

The indemnity herein provided shall not apply to nor include:-

- (a) Loss or damage caused by or resulting from infidelity or any dishonest act on the part of the Insured or other parties of interests or his or their employees or agents or their family members or any person or persons to whom the property Insured may be entrusted.
- (b) Unexplained loss mysterious disappearance or loss or shortage upon taking inventory.

The liability of the Company under this Policy shall not in the aggregate exceed S\$50,000 or the Sum Insured during the policy period and the Insured shall bear the first S\$200 each and every claim under this Policy.

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

#### 7. LEASED PROPERTY

This Section extends to indemnify any other party having the interest in the property Insured by virtue of and in accordance with the terms of a Mortgage, Leasing, Hiring or Renting Agreement, provided such property is not more specifically Insured.

#### 8. PAYMENT ON ACCOUNT

In the event of the occurrence of a loss under this insurance, the Insurers will make on account in respect of such loss to the Insured if desired, on production of a statement of claims certified by the approved assessor.

#### 9. REPLACEMENT VALUE CLAUSE

(Not applicable to stock-in-trade and/or merchandise)

It is hereby declared and agreed that in the event of the property Insured being lost or damaged, the basis upon which the amount payable under this Policy shall be the cost of replacing or reinstating with property of the same kind or type but not superior to or more expensive than the Insured property when new and not exceeding the Sum Insured.

Subject otherwise to the terms, exceptions and conditions of this Section.

## Section 3 - Burglary (continued)

### EXTENSIONS APPLICABLE TO SECTION 3 (continued)

#### 10. RIOT STRIKE AND CIVIL COMMOTION

This Section shall be extended to cover loss of or damage to Insured property by theft consequent upon riot strike and civil commotion.

#### 11. SNATCH THEFT CLAUSE

It is noted and agreed that the indemnity granted under this Policy includes loss of or damage to any of the property Insured by Theft from the premises or any attempt thereat subject to the following:-

- (a) This indemnity does not apply to loss caused by the Insured, or any one acting on the express or implied authority of the Insured, being induced by any fraudulent scheme, trick, device or false pretence to part with title or possession of any property.
- (b) The mere disappearance of the Insured property is not a loss covered hereby, any shortage disclosed by an inventory is not covered hereby unless such shortage can be reasonably shown to have been occasioned by Theft.

## Section 4 - Money

### WHAT IS COVERED

The Company will indemnify the Insured against Loss of Money up to the respective amounts stated in the Schedule as the Limit Any One Loss in the Circumstances described below by any cause whatsoever occurring within Singapore and during the Period of Insurance.

### CIRCUMSTANCES

1. On Money in the custody of the Insured's authorised employees whilst in course of transit anywhere in the Republic of Singapore
2. On Money in the Premises/Situation of Risk during and after Business Hours provided such Money to be contained in a securely locked safe/drawer/cabinet/cash register whenever the Premises/Situation of Risk are left unoccupied, subject to sub-limit stated in the Policy Schedule whilst in locked drawers/cabinets/cash registers after Business Hours.

### DEFINITION

**Money** means cash, bank notes, currency notes, cheques, money orders, postal orders or current unused postage stamps all belonging to the Insured.

**Business Hours** means Insured's usual office hours and the working hours during which the Insured Premises/Situation of Risk are actually occupied for business purposes and during which the Insured or his employees entrusted with the Insured's money are on the premises/situation of risks.

**Safe** means fire and theft resistant safes.

### WHAT IS NOT COVERED

The Company shall not be liable for:-

1. Loss due to error or omission in receipts payments or accounting
2. Loss of damage by or through the collusion of or the fraudulent embezzlement by or the fraudulent misappropriation by the Insured or any person or persons in the service of the Insured or their family member.
3. Losses occurring outside Singapore
4. Any consequential loss whatsoever
5. Loss of Money entrusted to professional money orders carriers or to any person other than the Insured and/or employees authorised by the Insured
6. Money contained in vending, gaming and amusement machines
7. Losses from an unattended vehicle
8. Loss of Money from locked drawers, Safe, cabinet, cash register or strongrooms following the use of the keys or combination numbers or any duplicate thereof unless such keys or combination numbers have been obtained by threats or violent means

### SPECIAL CONDITIONS TO SECTION 4

1. The Insured shall keep a daily record of the amount of cash and/or banknotes contained in the said Safe, drawer, cabinet, cash register and that shall be deposited in a secured place other than the said Safe, drawer, cabinet, cash register and shall be produced as documentary evidence in the event of a claim arising hereunder.
2. It is a condition precedent to liability of the Company under this Section that whenever the Premises / Situation of Risk are left unattended the keys to the locked drawers, safe, cabinets, cash registers or strongrooms and record of the combination numbers are removed from the Premises / Situation of Risk by the Insured or any employee of the Insured.

### EXTENSIONS APPLICABLE TO SECTION 4

#### 1. AUTOMATIC INCREASE OF LIMIT

It is hereby declared and agreed that the maximum limit of liability for any one loss shall increase automatically by 50% up to an additional limit of S\$5,000 for 7 days preceding and 7 days immediately after the first day of Chinese New Year, Hari Raya Puasa, Deepavali and Christmas Day.

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

#### 2. LOSS OR DAMAGE TO SAFE/DRAWERS/CABINETS/CASH REGISTERS

This section is extended to cover any loss or damage to Safe, drawers, cabinets, cash registers resulting directly from any attempt to remove the contents of such Safe, drawers, cabinets, cash register up to a limit of S\$500.

#### 3. RIOT STRIKE AND CIVIL COMMOTION

This Section shall be extended to cover loss of or damage to Insured property consequent upon riot strike and civil commotion.

#### 4. PERSONAL ACCIDENT BENEFITS

The Company hereby agrees that if the employees of the Insured (up to 2 employees) within the age limit of 18 and 65 years inclusive shall suffer bodily injury sustained as a result of armed robbery/hold-up or any attempt threat within the situation as described in the Schedule of the Policy and which injury shall solely and independently of any other cause result in the employee's death or disablement the Company will subject to the terms provisos and conditions of this Extension pay to the Insured the compensation in respect of the contingencies specified hereunder:

## Section 4 - Money (continued)

TABLE OF BENEFITS	SUM INSURED PER EMPLOYEE
1. Death	S\$10,000
2. Total and irrevocable loss of all sight in both eyes	S\$10,000
3. Total loss by physical severance of both hands or both feet or one hand and one foot	S\$10,000
4. Total loss by physical severance of one hand or one foot together with the total and irrevocable loss of all sight in one eye	S\$10,000
5. Total and irrevocable loss of all sight in one eye	S\$5,000
6. Total loss by physical severance of one hand or one foot	S\$5,000

All of the above occurring within three months from the day of such robbery / hold up or such attempt of bodily injury as aforesaid.

### PROVISIONS TO EXTENSION 4

1. No employees of the Insured shall be entitled to compensation under more than one of the benefits in the Table of Benefits in respect of the same period of time. No further liability in respect of any one employee to make any payment under this Endorsement shall attach to the Company after a claim under one of the Benefits item 1 - 6 has been admitted and become payable.
2. No benefits shall be payable for death or disablement consequent upon any pre-existing physical or mental defect or infirmity or pregnancy or childbirth.

### CONDITIONS OF EXTENSION 4

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

## Section 5 - Work Injury Compensation Policy

### Employees to be insured for Act benefits only

1. This Policy (hereinafter called the 'Policy') is issued as an approved policy under the Work Injury Compensation Act 2019.
2. **INTERPRETATION**
  - (1) References to "Act" in this Policy mean the Work Injury Compensation Act 2019, as may be amended from time to time.
  - (2) References to "the Legislation" in this Policy mean the Work Injury Compensation Act 2019 and any regulations made thereunder, as may be amended from time to time.
  - (3) Words used in the Policy have the meanings given by the Legislation.
  - (4) References to "Terms of this Policy" mean any terms, exceptions, conditions and warranties, and any memorandum if applicable, contained in or endorsed on this Policy, which are consistent with the compulsory terms prescribed under the Act.
  - (5) The Insured refers to each insured specified in the Schedule, including the Policyholder, that is participating in the insurance plan under this Policy.
  - (6) The Policyholder refers to the party executing the contract for itself and on behalf of all other Insured specified in the Schedule.
  - (7) The Insured's risk profile is the risk of accident or disease to any employee in the Insured's employment, taking account of the Insured's workforce, payroll numbers and other material information required to be stated in the Schedule.
  - (8) References to "Relevant Injury" in this Policy mean death or personal injury —
    - (a) sustained by an employee that is caused by an accident that —
      - (i) arises out of and in the course of the employee's employment with the Insured and
      - (ii) occurs during the Period of Insurance; or
    - (b) that results from a disease contracted in the circumstances mentioned in section 10(1) of the Act in respect of the employee's employment with the Insured during the Period of Insurance.
  - (9) References to "the employee's employment with the Insured" in this Policy include work done by the employee for another person while the employee's services are temporarily lent or let on hire by the Insured to that other person (as mentioned in section 3(2) of the Act).
  - (10) References to "earnings" have the meaning given by the Act.
  - (11) References to "Estimated Annual Earnings" in this Policy mean an amount, not less than the Past Annual Earnings of the Insured, declared by the Insured to be an estimate of the total earnings to be paid by the Insured (as well as by other employers and known to the Insured) during the 12 months starting on the Commencement Date of the Policy.
  - (12) References to "Past Annual Earnings" in this Policy mean the total of the monthly earnings paid by the Insured (as well as by other employers and known to the Insured) during the 12 months immediately before the Commencement Date of the Policy.
3. WHEREAS the Insured is carrying on the Business described in the Schedule, and has (a) submitted a Proposal to the Company for the insurance under this Policy and (b) paid or agreed to pay the premium stated in the Schedule as consideration for such insurance, this Policy incorporates the Schedule and the Proposal, which shall be read together as one contract.
4. NOW if any employee described in the Schedule in the Insured's employment has a Relevant Injury the Company will, subject to the Terms of this Policy, indemnify the Insured against all sums that the Insured shall be liable to pay under the Legislation in respect of that employee and will in addition pay all costs and expenses incurred by the Insured with the written consent of the Company.
5. In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in accordance with the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall observe, comply with, fulfil and be subject to the Terms of this Policy as though they were the Insured in so far as the Terms of the Policy can apply.

## Section 5 - Work Injury Compensation Policy (continued)

### Employees to be insured for Act benefits only (continued)

#### 6. PROVIDED ALWAYS that —

- (a) In the event of any change in the Legislation the Company reserves the right to cancel this Policy in accordance with clause 10(9) of this Policy or allow the Policy to remain in force and charge reasonable additional premium therefor.
- (b) The contents of the Proposal are deemed to be representations, not warranties, but where there is fraudulent non-disclosure or misrepresentation of the Nature of the Business or Job Category or Category of Employee in the Proposal, the Company may avoid the contract and refuse all claims.

#### 7. JURISDICTION

- (a) This Policy is governed by the laws of the Republic of Singapore.
- (b) The indemnity under this Policy does not apply in respect of judgments delivered by or obtained from a court or tribunal of a jurisdiction outside Singapore.

#### 8. RECOVERY FROM INSURED

- (1) Where the Company pays any amount under this Policy that an Insured is liable to pay under the Legislation, the Company shall have the right to recover from the Insured —
  - (a) where there is a non-disclosure of any material fact which an Insured could reasonably be expected to have disclosed, or a deliberate or negligent misstatement of any material fact, the amount paid by the Company which is attributable to any Relevant Injury arising in relation to those non-disclosed or misstated material facts;
  - (b) where the Insured causes a fraudulent claim to be brought, the amount paid by the Company on behalf of the Insured in respect of the fraudulent claim;
  - (c) where the Insured breaches any obligation under clause 10 of this Policy, the amount paid by the Company on behalf of the Insured which is attributable to that breach.
- (2) For the avoidance of doubt —
  - (a) material facts under clause 8(1)(a) of this Policy include but are not limited to the Nature of the Business or Job Category or Category of Employee required to be stated in the Schedule.
  - (b) clause 8(1)(a) of this Policy does not confer any right of recovery where the amount paid is in relation to the employee's activities that are incidental to the Job Category or Category of Employee stated in the Schedule or reasonably foreseeable to be carried out by an employee in the Job Category or Category of Employee stated in this Schedule.

#### 9. EXCEPTIONS

- (1) The Company shall not be liable in respect of —
  - (a) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
  - (b) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
    - (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
    - (ii) any act of terrorism including but not limited to —
      - (A) the use of threat of force, violence; and/or
      - (B) harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear;
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to clause 9(1)(b)(i) or (ii) of this Policy.
  - (d) subject to clause 9(2) of this Policy, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from —
    - (i) nuclear weapons material; or
    - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission;
  - (e) any liability directly or indirectly caused by, arising out of or in any way connected with any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose the Company, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom, or United States of America;
  - (f) any claims based upon or arising out of asbestosis and mesothelioma.
- (2) Clause 9(1)(d) of this Policy does not exclude any liability caused by or contributed to by or arising from radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

#### 10. CONDITIONS

- (1) In so far as it is not prohibited by the Legislation, the Insured shall at all times observe, comply with and fulfil the Terms of this Policy.
- (2) The Policyholder warrants and shall be deemed to have the authority to enter into this Policy either as principal or where applicable as agent of all other Insured where applicable. The Policyholder also warrants and is deemed to have been authorised by all other Insured under this Policy to make such declarations or disclosures as the Company requires on their behalf. On receipt of this Policy, the Policyholder must provide a copy of the Policy and the Schedule to all other Insured to be insured by the Company under this Policy, and all Insured that are insured by the Company under this Policy will be deemed to have consented to the Terms of this Policy.

## Section 5 - Work Injury Compensation Policy (continued)

### Employees to be insured for Act benefits only (continued)

- (3) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- (4) The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's employees and shall comply with all statutory obligations and requirements.
- (5) In the event of the occurrence of any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy, the Insured shall give notice of the occurrence to the Company with full particulars within the time required by the Legislation.  
Every letter, claim, writ, summons and process relating to any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Policy shall be notified or forwarded to the Company as soon as possible after receipt. Notice shall also be given to the Company as soon as possible after the Insured knows of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease.
- (6) No admission, offer, promise, or payment shall be made by or on behalf of the Insured without the written consent of the Company.
- (7) The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured must give such information and assistance as the Company may require. This does not affect any right of the Insured to participate in the resolution of disputes by the Commissioner in accordance with the Legislation.
- (8) The Insured must notify the Company immediately if the Nature of the Business or Job Category or Category of Employee as described in the Schedule has changed in such a way as to increase the risk of accident or disease to any employee in the Insured's employment and at the latest within 14 days from the date of the change. The Insured must, in addition, specify in the notice the changes in the Nature of the Business or Job Category or Category of Employee and the date of the change.  
Where the Insured corrects an inaccuracy in the description of the Nature of the Business or Job Category or Category of Employee in the Schedule by notifying the Company of the change, the Company may adjust the premium to an amount reasonably payable for the Insured's risk profile applicable to its proper description of the Nature of the Business or Job Category or Category of Employee.
- (9) The Company may cancel this Policy by giving 14 days' notice by registered letter to the Insured at his last known address; and provided no claim has arisen during the period during which the Policy had been in force the Company will return to the Insured the premium paid less the actual premium payable for the period during which the Policy had been in force subject to a minimum premium payment of S\$25 by the Insured.  
The Insured may cancel this Policy by giving 7 days' written notice to the Company and provided no claim has arisen during the period during which the Policy had been in force the Insured shall be entitled to a return of premium paid less the actual premium payable for the period during which the Policy had been in force subject to any adjustment of premium required by the Terms of this Policy and subject to a minimum premium payment of S\$25 by the Insured.
- (10) Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to arbitration in accordance with Singapore arbitration laws. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator to be appointed by parties jointly, or, failing parties' agreement on the arbitrator, appointed by the Singapore International Arbitration Centre. The language of the arbitration shall be English. The making of an Award by the Tribunal as herein before specified shall be a condition precedent to any right of action against the Company.
- (11) A person that is not a party to this Policy shall have no right under the Contracts (Rights of Third Party) Act to enforce any of its terms.

#### 11. DATA GOVERNANCE

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

#### 12. PREMIUM ADJUSTMENT AND DECLARATION OF EARNINGS

- (1) The premium payable by the Insured shall be based on the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.
- (2) If the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance differs from the total amount on which the premium was calculated at the commencement of this 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 of S\$25 by the Insured.
- (3) For the purpose of the premium adjustment, the Insured shall keep and maintain a proper record of the name and full personal particulars of every employee in the Insured's employment together with the amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance and the Insured shall at all times allow the Company to inspect such records.
- (4) The Insured shall without demand and within a month after the expiry date or termination of this Policy, furnish the Company an account of all earnings paid by the Insured (as well as by other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.

## Section 5 - Work Injury Compensation Policy (continued)

### Employees to be insured for Act benefits only (continued)

#### 13. UNDERINSURANCE AND AVERAGE CONDITION

- (1) If the Estimated Annual Earnings declared by the Insured are less than the Past Annual Earnings, the Insured may not be indemnified for the full extent of the Insured's liability, as the Insured will be deemed to be his own insurer to the extent of the shortfall in the Estimated Annual Earnings declared and the Insured shall bear a rateable proportion of the liability accordingly.
- (2) In the event the Company is required to make any payment to the claimant by virtue of its obligations under the Legislation, the Company shall pay the claimant the compensation in full but reserve the right to recover the rateable amount of the liability mentioned in clause 13(1).

It is hereby understood and agreed that this Policy is extended to cover Insured's liability at Common Law, for Relevant Injury sustained by any employee described in the Schedule.

The Company's liability in respect of Common Law claims shall be limited to S\$ 10 million for any one claim or series of claims arising out of one event. If at the time any Common Law claim arises under this Policy there be any other insurances covering the same liability the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance.

#### 14. PREMIUM PAYMENT WARRANTY

- (1) Despite anything in this Policy but subject to clause 14(2) of this Policy, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the Commencement Date of the Policy, Renewal Certificate or Cover Note.
- (2) In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:
  - (a) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;
  - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.
- (3) If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.

#### NO AVOIDANCE OF COMPULSORY TERMS

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

## Section 6 - Public Liability

### WHAT IS COVERED

The Company will indemnify the Insured against all sums, which the Insured shall become legally liable to pay as damages in respect of:

1. Bodily injury to or illness of any person
2. Loss of or damage to property

caused by an accident happening in connection with the Business and occurring during the Period of Insurance within the Situation of Risk as stated in the Policy Schedule.

The Company will also pay

1. Legal costs recoverable by any claimant against the Insured
2. Costs and expenses incurred with the written consent of the Company

#### Jurisdiction Clause

The Company will not indemnify the Insured in respect of any liability arising from any action for damages not in the first instance brought in the Courts of Law within Singapore.

#### Limit of Liability

The liability of the Company for all compensation payable

1. To any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the sum specified in the Schedule. The Limit of Liability shall be deemed to be inclusive of all legal costs, charges and expenses
2. In respect of all injury illness or loss and damage sustained during any one Period of Insurance shall be unlimited

### WHAT IS NOT COVERED

The Policy does not cover liability in respect of:

1. Injury illness loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
2. Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement
3. Liability in respect of bodily injury to or illness to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of the employment of such person by the Insured.
4. Loss or damage to property:
  - (a) Belonging to the Insured
  - (b) Held in trust or in the charge or custody or in the care, or under the control of the Insured or any servant or agent of the Insured.
  - (c) Being that part of any property on which the Insured or servant or agent of the Insured is or has been working if that loss or damage results directly from such work
5. Liability in respect of:
  - (a) Loss or damage to any property or land or building caused by vibration or by the removal or weakening of support
  - (b) Injury to or illness of any person or loss of or damage to property occasioned by or resulting from any such loss or damage aforesaid

## Section 6 - Public Liability (continued)

### WHAT IS NOT COVERED (continued)

6. Liability in respect of injury illness loss or damage caused by or in connection with or arising from
  - (a) Any vehicle (or trailer attached thereto) registered for road use or animal or vessel or craft or aircraft owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof
  - (b) Any lift elevator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible unless specified in the Schedule
  - (c) Accident to any vessel or craft whether or not in consequence of the condition or unsuitability of any berth dock or mooring
  - (d) Any commodity article or thing supplied repaired altered or treated by or to the order of the Insured and happening elsewhere that at any of the Insured's premises/situation of risk
  - (e) caused by or in connection with or arising from the bursting or explosion of any pressure part of
    - (i) Any steam boiler or economiser
    - (ii) Any vessel or apparatus (other than steam turbine or engine or other steam-driven machinery) intended to operate under the steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured.
  - (f) Defective sanitary arrangements or poisoning of any kind of foreign or deleterious matter in food or drink
  - (g) Any goods or products manufactured altered repaired serviced treated sold supplied or distributed by the Insured or to the order of the Insured
  - (h) Fines, penalties, punitive or exemplary damages
  - (i) Damage caused by, arising from or in connection with defective materials or workmanship
  - (j) Any remedial professional or other advice or treatment given or administered or omitted by the Insured or any person acting on behalf of the Insured
7. Liability for any consequence whether direct or indirect of earthquake, flood, war invasion, act of foreign hostilities (whether war be declared or not) civil war rebellion, mutiny revolution, insurrection military or usurped power, strike, riot or civil commotion
8.
  - (a) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purposes of this Exclusion combustion shall include any self-sustaining process of nuclear fission
  - (b) Any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear materials
9. This contract excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - (a) Asbestos, or
  - (b) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detention, removal, elimination avoidance of asbestos or exposure or potential exposure to asbestos
10. Liability directly or indirectly occasioned by or through or in consequence of seepage pollution and contamination.

#### NOTE

In these Exceptions

- (a) The expression 'vehicle' shall include but not limited to any type of machine on wheels or on caterpillar tracks
- (b) The expression 'vessel or craft' shall mean any vessel craft or thing made or intended to float on or in or travel on or through water or air

### EXTENSIONS APPLICABLE TO SECTION 6

#### 1. ADVERTISING AND NEON SIGNS

This Section is extended to include the Insured's legal liability directly arising from accidents in connection with the Insured's advertising and neon signs at the situations of the risk as per specified in the Policy schedule.

Warranted that the Insured shall comply with all statutory enactments by-laws and regulations and shall at all times ensure that the neon/advertising signs installations are kept in a proper state of repair and if any defect be discovered the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require and no alteration in the position of Signs shall be made without the consent of the Company. So far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to the said neon/advertising signs after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting the same.

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

#### 2. ALL PLANT USED IN CONNECTION WITH THE BUSINESS

It is hereby declared and agreed that this Section shall extend to include liability for death or bodily injury or damage to property as within defined caused by or arising out of or in connection with ownership possession or use by or on behalf of the Insured of any plant or machinery excluding liability under any legislation governing the use of motor vehicles.

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

#### 3. DEFECTIVE SANITARY INSTALLATION

It is hereby understood and agreed that this Section is extended to indemnify the Insured in respect of claims for illness or other bodily injury caused or alleged to have been caused by defective sanitary installation; provided such defect is due to a sudden, unintended and unexpected happening during the Period of Insurance.

It is further noted and agreed that this extension does not cover any liability for:-

- (a) The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of Insurance
- (b) Fines, penalties punitive or exemplary damages

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

## Section 6 - Public Liability (continued)

### EXTENSIONS APPLICABLE TO SECTION 6 (continued)

#### 4. FOOD AND DRINKS (APPLICABLE TO BIZTRENZ FOOD & BEVERAGE ONLY)

The Indemnity provided under this Section shall extend to include the Insured's legal liability for bodily injury or illness directly caused by food or drink poisoning or the presence of foreign deleterious matter in such food or drinks or utensils supplied by the Insured and happening at the Insured's premises as specified in the Schedule. Provided always that this Extension is given on the expressed condition that the Company shall not be liable unless the Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

The liability of the Company for this extension shall not in any case exceed the Limit of Indemnity of as specified in the policy Schedule in respect of any one occurrence or series of occurrences arising out of one event or in the aggregate during any one period of insurance. Subject otherwise to the Terms, Conditions and Exceptions of this Section.

#### 5. FIRST AID FACILITIES

This Section extends to cover the legal liability of the Insured arising out of provision by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.

It is further understood that the Company shall not be liable under this extension for an amount in excess of S\$1,000

Subject otherwise to the Terms, Exceptions and Conditions of this Section

#### 6. GUESTS EFFECTS

It is hereby declared and agreed that this Section extends to cover legal liability of the Insured in respect of loss or damage to personal effects belonging to the Insured's guests up to a limit of S\$250 whilst held in the care, custody and control and occurring at the Insured's premises in respect of any one event.

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

#### 7. LOADING AND UNLOADING

It is hereby declared and agreed that the insurance by this Section is extended to cover the legal liability of the Insured in respect of any bodily injury or loss of or damage to property caused or arising from beyond the limits of any carriage-way or thoroughfare in connection with

(a) The bringing of the load to such vehicle for loading thereon

(b) The taking away of the load from such vehicle after unloading therefrom by any person other than the driver or attendant of such vehicle.

**PROVIDED ALWAYS THAT** the liability of the Company shall not in any way exceed the Limit of Indemnity specified in this Section.

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

#### 8. TENANT'S LIABILITY

The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply in the event of loss or damage to premises/situation of risk (all fixtures or fittings thereof) hired, leased or rented to the Insured.

Provided that this extension shall not apply to liability in respect of such loss or damage if the liability is assumed by the Insured under agreement (other than a Tenancy Agreement, details of which are lodged with the Company where there is one available) and would not have attached in the absence of such agreement.

Subject otherwise to the Terms, Exceptions and Conditions of this Section.

## Section 7 - Personal Accident

### WHAT IS COVERED

The Company agrees that if during the Period of Insurance the Insured Person shall sustain Bodily Injury within the Situation of Risk stated in the Schedule caused by accidental and external means resulting directly and independently of any other cause within 12 months from the date of accident either in Death or Disablement, or incurring of Medical Expenses, the Company will pay to the Insured or his legal representatives the amount appropriate to the Benefits shown in the Schedule subject to the Percentage for each form of Permanent Disablement set out in the Table of Benefits.

**AGE LIMIT:** 18 -65 years old (as at commencement of date of policy)

**GEOGRAPHICAL LIMIT:** ANYWHERE IN SINGAPORE

### DEFINITIONS

**INSURED PERSON(S)** means the respective person(s) named in the Schedule as Insured Person(s).

**ACCIDENT** means an event which is sudden, unforeseen or unexpected.

**BODILY INJURY** means injury resulting solely directly and independently of all other causes from accidental and external means and does not include sickness or disease, or any naturally occurring condition, or the result of any gradually operating cause.

**REGISTERED MEDICAL PRACTITIONER** means any person legally authorised by the Government with jurisdiction in the geographical area of his or her practice to render medical or surgical service but excluding a medical practitioner who is the Insured Person or the spouse, relative or employee of the Insured Person.

**SPECIALIST** means a registered medical practitioner whose practice, by virtue of advanced training and specific examination, is limited to a particular branch of medicine or surgery.

**HOSPITAL** means a hospital duly registered with the Government Authorities which has twenty-four (24) hours a day nursing services by registered graduate nurses, Registered Medical Practitioner and maintain organised facilities for diagnosis and major surgery and is not other incidentally, a clinic, a place for rest, a place for the aged, a place for drug addicts, a place for alcoholics or a nursing home.

## Section 7 - Personal Accident (continued)

### DEFINITIONS (continued)

**OCCUPATION** means the Insured Person's full-time and/or part-time gainful employment and/or any other work for remuneration or profit which the Insured Person is fitted to do by knowledge and/or training.

**CAPITAL SUM INSURED** means the sum Insured for Accidental Death.

**PERMANENT TOTAL DISABLEMENT** means disablement which entirely prevents the Insured Person from attending to his occupation which disablement after lasting 104 weeks will then permanently and totally disable the Insured Person from following any gainful employment.

**LOSS OF LIMB(S)** means

- (a) In the case of a lower limb, physical severance at or above the ankle, or permanent and total loss of use of a complete foot or leg;
- (b) In the case of an upper limb, physical severance of the thumb or four fingers at or above the metacarpal phalange joints (where the fingers join the palm of the hand), or permanent and total loss of use of a complete hand or arm.

**LOSS OF SIGHT** means total and irrecoverable loss of sight.

**LOSS OF SPEECH OR HEARING** means medically certified total and irrecoverable loss of the sense of speech and hearing.

**LOSS OF USE** means loss in terms of physical incapacity or disability and not in terms of professional or occupation incapacity or disability of the Insured Person.

**MEDICAL EXPENSES** means the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Medical Practitioner and all hospital, nursing home and land ambulance charges incurred within 12 months from the date of the accident as a direct result of Bodily Injury sustained from the accident.

**PRE-EXISTING CONDITIONS** means an Injury, Illness or Illnesses which existed or have developed symptoms or there exists manifestation of illness before the Effective Date of cover in respect of an Insured person of which the Insured Person was aware or should reasonably have been aware, based on normal medically accepted pathological development of the Illness or Illnesses.

**POLICYHOLDER** means the person(s) or entity named in the Schedule under whose name the Policy has been issued and who acts on the behalf of the Insured Persons in making the Declarations which forms the basis of this Contract.

### WHAT IS NOT COVERED

The Company does not pay under this Section any Benefit if the Insured Person sustains Bodily Injury:

1. Whilst flying or engaging in other aerial activities except as a fare paying passenger in any fully licensed passenger carrying aircraft and not as a member of the crew nor for the purpose of any trade or technical operation in or on the aircraft;
2. Whilst engaging in or practising for or taking part in dangerous sports activities including but not limited to mountaineering or rock climbing involving the use of ropes, underwater activities involving the use of underwater breathing apparatus, bungee jumping, sky diving, hang gliding, paragliding, parachuting or any activities in aerial balloon whilst airborne, motor rallies or any kind of racing other than on foot; winter sports
3. Whilst engaging in or practising for or taking part in any sports in a professional capacity;
4. Directly or indirectly as the result of intentional self-injury, suicide or attempted suicide (whether felonious or not) while sane or insane, provoked assault, intoxication, drugs, insanity, venereal disease or AIDS childbirth or pregnancy (excluding miscarriage caused by accidental falling with external injury or by traffic accident) or abortion or any complication following therefrom;
5. As the result of, or is contributed to by, the Insured Person having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction;
6. As the result of, or is contributed by, any medical condition, pre-existing conditions, physical defect or infirmity
7. Whilst engaging in Military, naval or air force service, police, civil defence service other than reservist training during peacetime
8. As the result of, or is contributed to by or attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused
9. Requiring surgical treatment except such as may result directly from surgical operations made necessary solely by injuries covered by this Policy;
10. Requiring Cosmetic (aesthetic), Plastic or Reconstructive Surgery/Treatment, or any treatment which relates to or is needed because of previous cosmetic treatment, except as necessitated due to an event covered by the Policy
11. Whilst engaging in illegal acts by the Insured Person or the Insured Person's beneficiary, executors, administrators and personal representatives.
12. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation. For the purposes of this exclusion, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.
13. Illness, diseases, bacterial or viral infection even if contracted by Accident. This does not exclude bacterial infection that is the direct result of an Accidental cut or wound or Accidental food poisoning.

### BENEFITS

Benefit (i)	Death
Benefit (ii)	Permanent Disablement (as per Table of Benefits below)
Benefit (iii)	Medical Expenses

## Section 7 - Personal Accident (continued)

### WHAT IS NOT COVERED (continued)

#### TABLE OF BENEFITS

DESCRIPTION OF PERMANENT DISABLEMENT	PERCENTAGE OF THE SUM INSURED AS STATED IN BENEFIT (ii) OF THE SCHEDULE
1. Total and Permanent disablement from engaging in or attending to employment or occupation of any and every kind	100%
2. Total and Permanent Loss of all sight in one or both eyes	100%
3. Total loss by physical severance of total and permanent loss of use of a) one or both hands at wrist b) arm at shoulder c) arm between shoulder and elbow d) arm at or below elbow e) leg at hip f) leg between knee and hip g) leg at or below knee	100%
4. Total and Permanent Loss of a) sight b) lens of one eye	50%
5. Total loss by physical severance or total and permanent loss of use of a) thumb and 4 fingers of one hand b) 4 fingers of one hand c) thumb - 2 phalanges - 1 phalanx d) index finger - 3 phalanges - 2 phalanges - 1 phalanx e) middle finger - 3 phalanges - 2 phalanges - 1 phalanx f) ring finger - 3 phalanges - 2 phalanges - 1 phalanx g) little finger - 3 phalanges - 2 phalanges - 1 phalanx h) all toes of one foot i) great toe - 2 phalanges - 1 phalanx j) any other toe	50% 40% 25% 10% 15% 10% 5% 10% 7% 3% 10% 7% 3% 10% 7% 3% 18% 6% 3% 3%
6. Total and Permanent Loss of a) hearing in both ear b) hearing in one ear	75% 20%
7. Total and Permanent Loss of speech	50%

Where the injury is not specified the Company will adopt a percentage of disablement which in its opinion is not inconsistent with the above provisions. The aggregate of all percentages payable under Benefit (ii) in respect of any one accident shall not exceed 100%

**Note:** The benefit for Permanent Disablement shall be a percentage equivalent to the degree of disability. The above scale states the percentage appropriate to the forms of Permanent Disablement specified. For forms of Permanent Disablement not specified, the degree of disability will be assessed by comparison with the percentage shown in the scale without taking into account the Insured Person's Occupation.

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EXTENSIONS APPLICABLE TO SECTION 7

**1. ACCIDENTAL MISCARRIAGE**

It is hereby declared and agreed that the policy extends to cover medical expenses incurred as a result of accidental miscarriage.

**2. FUNERAL EXPENSES**

It is hereby declared and agreed that the policy extends to cover funeral expenses subject to a limit of S\$1,000 in the event of accidental death of the Insured Person.

**3. DROWNING OR SUFFOCATION**

Death or disablement sustained by the Insured Person as a result of drowning or suffocation by poisonous fumes gas or smoke shall be deemed injury sustained by the Insured Person within the Terms of this Policy provided that the Company shall not be liable for any claim for such injury arising out of or in connection with the Insured Person's own wilful or intentional act.

**4. DISAPPEARANCE CLAUSE**

It is hereby agreed that, subject to all the terms, limitations, conditions and exclusions of this insurance except as specifically provided herein, if the Insured person disappears during the currency of this insurance and his body is not found within 365 days after his disappearance, and sufficient evidence is produced satisfactory to the Underwriters that leads then inevitably to the conclusion that he sustained accident bodily injury and that such injury caused his death, Underwriters shall forthwith pay the death benefit under this insurance provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.

**5. HIJACKING CLAUSE**

Subject otherwise to the terms and conditions of the Policy, it is hereby agreed that the term "Accident" shall deemed to include Hijack, or any threat and the exposure resulting therefrom. The cover referred to above shall continue whilst the Insured Person is subject to the control of person(s) or their associates making the hijack and during travel direct his domicile and/or original destination for a period not exceeding twelve months from the date of hijack.

Definition: Hijacking means unlawful seizure or wrongful exercise of control of an aircraft conveyance or the crew thereof, in which the Insured person is travelling as a passenger.

**6. HOSPITAL BONUS**

It is hereby declared and agreed that a lump sum of S\$200 being hospital bonus is payable to the Insured Person upon admission to hospital as a result of accidental injuries covered in the Policy.

**7. INSECT OR ANIMAL BITES/CHINESE PHYSICIANS, ACUPUNCTURISTS AND/OR BONESETTERS**

It is hereby declared and agreed that this policy extends to cover:-

- (a) Insect or animal bites subject to a limit of S\$200 per accident.
- (b) Consultation from licensed Chinese Physicians, Acupuncturists and /or bonesetters subject to a limit of S\$200 per accident

**8. MURDER AND ASSAULT EXTENSION**

It is hereby declared and agreed that the policy extends to include bodily injury (as defined in the policy) to the Insured Person consequent upon murder assault or attempted threat but excluding any claim arising out of or in connection with the Insured Person's own participation or provocation of any such act.

**9. RIOT, STRIKE, CIVIL COMMOTION**

Notwithstanding anything contained herein to the contrary, this policy extends to include bodily injury (as defined in the policy) to the Insured Person consequent upon strike, riot or civil commotion provided always that the Insured Person does not take part therein.

**PROVISOS**

- 1. The aggregate of all benefits payable in respect of Benefit (i) & (ii) in any one Period of Insurance shall not exceed 100% of the Capital Sum Insured.
- 2. Any claim payable under Accidental Death Benefit shall be reduced by a sum equal to any claim payable under Permanent Disablement Benefit in respect of the same accidental injury.
- 3. If an accident happens which gives rise to a claim under Benefit (i) or any claim which in aggregate is 50% or more under Benefit (ii), this insurance will not cover any further accidents to that Insured Person.
- 4. Before the Company will pay Benefit (ii), Permanent Total Disablement from all gainful employment of any and every kind shall have lasted for 12 months and have been proved to our satisfaction to be permanent and without expectation of recovery. However, if it can be proved to the reasonable satisfaction of the Company that total disablement from all gainful employment is permanent, then the Company may at their discretion pay Benefit (ii) (1) before the expiry of 12 months.
- 5. Loss of Sight or Limb or Hearing or Speech must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay Benefits (2), (3), (6) and (7).
- 6. If Benefit (ii) is payable in respect of the same Insured Person for more than one form of Permanent Disablement as a result of the same accident, the total of the percentages payable shall not exceed 100% of Benefit (ii).
- 7. If Benefit is payable for loss of use of a whole member of the body, the Benefit for parts of the member cannot also be claimed at the same time.
- 8. Compensation under Benefit (iii) shall not exceed the limit specified in the Schedule in respect of any one accident.

## Section 7 - Personal Accident (continued)

### SPECIAL CONDITIONS APPLICABLE TO SECTION 7

#### 1. EVIDENCE REQUIRED

The Insured must produce for the Company, at the Insured's own expense, any medical certificates and necessary, the Insured Person must also agree to have a medical examination, for which the Company will pay, as often as the Company may require, in connection with any claim. In the event of death of the Insured Person, the Company shall be entitled to have a post-mortem at its own expense.

#### 2. INTEREST

Interest will not be added to any amount paid.

#### 3. NOTICE OF MATERIAL CHANGES

The Insured shall give immediate notice to the Company of any material change in the Insured Person's occupation, hobbies, habits, pursuits, residence or of any disease, injury or physical defect or infirmity with which he has become affected or of which he has become cognisant and shall pay any additional premium required by the Company in consequence thereof.

#### 4. AGE LIMIT

This Policy shall not cover persons under the age of eighteen (18) years or over the age of Sixty- Five (65) years unless otherwise agreed and specified in the Schedule.

#### 5. TERMINATION OF INSURANCE

The Company's liability will cease to attach under this policy on the earliest of the following events:

- (a) Entry into full-time military, naval, air, police or national service
- (b) Attainment of the age limit specified in the Policy

#### 6. RENEWAL PROCEDURE

Before renewing this Policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured Person's knowledge during the preceding Period of Insurance including notice of any disease, physical or mental defect or infirmity affecting an Insured Person. Where renewal instruction is silent, it shall mean that there has been no change to the underwriting facts declared prior to the renewal. If any undeclared change in underwriting facts is discovered subsequent to the renewal, the Policy shall be void.

#### 7. MISREPRESENTATION

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure or concealment of any circumstances by the Insured material to or in connection with:

- (a) The health of the Insured Person, and in particular:-
  - (i) whether the Insured Person is suffering from a disease, illness, disability or handicap
  - Or
  - (ii) whether the Insured Person is aware of circumstances suggesting that he may be suffering from a disease, illness, disability or handicap
- (b) The Insured's previous risk experience and claim history
- (c) The Insured's insurance record, including previous insurance refusals

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

## Section 8 - Plate Glass

### WHAT IS COVERED

The Company will indemnify the Insured in respect of any breakage of plate glass whilst occurring at the Situation of risk specified in the Schedule during the Period of Insurance and the Company will at its option reinstate such glass or pay to the Insured the cost of reinstatement.

**PROVIDED THAT** the Company's liability to reinstate or pay reinstatement costs shall not exceed the Sum Insured stated in the Policy Schedule.

#### Definition of 'Plate Glass'

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

#### PROVISO

1. The Insured shall take all precautions for the Safety of the glass including salvage glass.  
The Company shall be entitled to any salvage glass resulting from breakage in respect of which a claim has been paid hereunder.
2. The Company shall not be liable for any claim made to the glass hereby Insured or to the structure of the premises/situation of the risk or in the tenancy thereof or if the premises/situation of risk are unoccupied unless the Company shall have been previously notified of the occupancy alteration or unoccupancy.

## Section 8 - Plate Glass (continued)

### WHAT IS NOT COVERED

The Policy shall not be liable for:-

1. Breakage of glass caused by the wilful act, procurement, connivance or assistance in any way whatsoever of the Insured or any claimant or inmate or member of the Insured's household or business staff.
2. Breakage due to dilapidations of frame or framework.
3. Breakage during transit to or while being affixed to or removed from or during the course of alteration on the premises/situation of risk described in the Schedule.
4. Loss or damage to frames or framework of any description or the cost of removal or any fittings, fixtures or any obstructions.
5. Cracked or imperfect glass unless specifically declared as such and specially included in the Schedule.
6. Interruption or delay or loss of business or damage of any kind occurring during the time intervening between the occurrence of a breakage and a replacement of the glass.
7. Breakage arising out of fire, explosion, earthquake, volcanic eruption.
8. Superficial damage by scratching cracking or window slashing not accompanied by actual breakage through the entire thickness of the glass.
9. The cost of lettering painting embossing silvering or other ornamental work, breakage of or damage to neon/advertising signs.
10. Breakage of glass due to defects in framework beadings or other fittings.
11. Any consequence of strike or riot.

### EXTENSIONS APPLICABLE TO SECTION 8

#### 1. COST OF TEMPORARY PROTECTION

It is hereby declared and agreed that this policy is extended to cover the cost of temporary protection up to a limit of S\$2,500 reasonably necessary for the Safety and protection of the premises/situation of risk pending repairs/replacement of damage.

#### 2. REPLACEMENT VALUE CLAUSE

It is hereby declared and agreed that in the event of the property Insured being lost or damaged, the basis upon which the amount payable under this Policy shall be the cost of replacing or reinstating with the property of the same kind or type but not superior to or more expensive than the Insured property when new and not exceeding the sum Insured.

#### 3. RIOT STRIKE AND CIVIL COMMOTION

This section is extended to cover loss of or damage to the Insured property consequent upon riot, strike and civil commotion.

## Section 9 - Fidelity Guarantee

### WHAT IS COVERED

The Company will indemnify the Insured against the loss of money or other property belonging to the Insured or for which the Insured is legally responsible as the direct result of any act of Fraud or Dishonesty committed by the Employee as described in the Schedule.

#### Limit Of Liability

The liability of the Company shall not exceed:

1. In respect of any Employee the Limit of Liability stated in the Schedule
2. In respect of all claims under this Section the Aggregate Limit of Liability and subject to the specific number of employees Insured as stated in the Schedule during the Period of Insurance

### WHAT IS NOT COVERED

The Policy shall not be liable in respect of any act of fraud or dishonesty as aforesaid

1. (a) If such Employee is unsuccessfully prosecuted for fraud or dishonesty which forms the basis of a claim under this policy.  
(b) If the nature of the business of the Employer or the duties or conditions of the employment be changed or the remuneration of the Employee reduced without the sanction of the Company or if the precaution of the Employee reduced without the sanction of the Company or if the precautions and checks for securing accuracy of accounts shall not be duly observed.  
(c) To pay more than one claim under this policy in respect of anyone of the employed.
2. In the event of an occurrence giving rise to a claim under this policy and also to a claim under any other policy of the Company replaced by this policy the liability of the Company shall not exceed that under this policy or under such other policy whichever is the greater amount.

### SPECIAL CONDITIONS APPLICABLE TO SECTION 9

1. The Company shall not be liable in respect of any act of fraud or dishonesty unless
  - (a) It is committed:
    - (i) during the period of Insurance and
    - (ii) during the uninterrupted service of the Employee with the Insured, and in connection with his occupation
  - (b) It is discovered and notified to the Company within six months of expiry of the period of insurance or within six months after the termination of employment of the employee whichever shall happen first.
2. If this Section shall be continued in force for more than one Period of Insurance or if any liability shall exist on the part of the Company under this Section and also under any other Policy in respect of fraud or dishonesty of the employee the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of periods of insurance and for any number of acts of fraud or dishonesty committed by the employee shall not exceed the Limit of Liability or the Total Amount of Liability under any other such Policy as aforesaid is the greater.

## Section 9 - Fidelity Guarantee (continued)

### SPECIAL CONDITIONS APPLICABLE TO SECTION 9 (continued)

3. Every notice or communication to the Company shall be in writing and sent to the Company and notice or knowledge of anything relating to this policy or any claim hereunder or with reference to the risk Insured hereunder, shall not be deemed to be notice to or within the knowledge of the Company unless so given. Any agent or Officer of the Company who may on behalf of the Employer write any statement which the Employer signs or authorizes to be signed, shall for the purposes thereof be deemed to be the Agent of the Employer and not of the Company.
4. Upon discovery of any circumstances giving rise or likely to give rise to a claim under this policy the Employer shall
  - (a) immediately give notice thereof to the Company in writing stating if known the whereabouts of the Employee and explaining fully all such circumstances
  - (b) within one month from the date of such notice (unless the Company has in writing agreed to extend such period) deliver to the Company full details of the claim and shall furnish proof of the correctness of such claim.
  - (c) at all reasonable times permit the Company or its agents to enquire into, investigate and examine the circumstances of the alleged loss by the Employer, and the claim in respect thereof, and the Employer shall, at its own expense, upon being required so to do by the Company or its agents, produce all books, vouchers, correspondence, documents, receipts and all entries relating to the alleged loss in his assistance as may be required by the Company so far as they relate to such claim or may in any way enable the Company or its agents to ascertain the correctness thereof or the liability of the Company under this policy.
  - (d) if and when required by the Company (but at the expense of the Company if a conviction be obtained), use all diligence in prosecuting or assisting to prosecute any Employee to conviction for any criminal act which the Employee shall have committed and in consequence of which a claim shall have been made under this policy.
5. If at the time of any claim arising under this policy there be any other subsisting guarantee or security in respect of the acts or defaults of the Employee the Company shall not be liable to pay or contribute more than its ratable proportion of such claim.
6. The Company shall at its own discretion be entitled at its own expense and for its own benefit in the name of the Insured or otherwise to exercise all rights of action competent to the Insured against any employee or its estate and effects in respect of whom the Company has paid or has become liable to pay a claim hereunder.
7. Notice in writing shall be given to the Company within seven days after any acts of fraud or dishonesty on the part of any of the employee or reasonable cause for suspicion thereof or any improper conduct shall have come to the knowledge of the Insured to whom is entrusted the duty of superintendence over any of employee and no amount shall be payable under this Section in respect of that employee by reason of any act committed after such knowledge shall have come to the Insured or his said representative. Within three months after such notice the Insured shall deliver to the Company full details of his claim and shall furnish proof of the identity of the employee concerned and of the correctness of such claim. The Company shall not be liable to pay more than one claim in respect of any one of the employee. All books of accounts of the Insured or any accountant's report thereon shall be open to the inspection of the Company and the Insured shall get all information and assistance to enable the Company to sue for and obtain reimbursement by any one of the employee or by his estate of any monies which the Company shall have paid or become liable to pay under this policy.
8. Any monies of any one employee in respect of whom a claim is made in the hands of the Insured and any monies which but for any acts of fraud or dishonesty committed by such one of the employee would have been due to that employee from the Insured shall be deducted from the amount of the loss before a claim is made under this Section. The Insured and the Company shall share any other recovery (excluding insurance and reinsurance and any other security taken by the Company) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.

### EXTENSIONS APPLICABLE TO SECTION 9

#### 1. AUTOMATIC REINSTATEMENT OF LIMIT OF GUARANTEE

It is hereby declared and agreed that in consideration of the payment of any additional premium as required by the Company after payment by the Company of an act Insured against and committed by the employee, the Limit of Guarantee shall be reinstated (up to a maximum of one time in any one Period of Insurance) to the sum as stated in the Schedule in respect of the employee other than the employee in regard to whom a payment has been made or any acts of fraud or dishonesty or reasonable cause for suspicion thereof or any improper conduct shall have come to the knowledge of the Insured. It is further understood and agreed that such reinstated amount shall only apply to acts of fraud or dishonesty committed subsequent to the date of reinstatement and shall not apply to losses occurring prior thereto. Subject otherwise to the Terms and Conditions of this Section.

## General Conditions (Applicable to All Sections)

### 1. OBSERVANCE OF CONDITIONS

The due observance and fulfillment of the terms provisions conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### 2. VOIDANCE OF POLICY

This Policy shall be voidable in the event of misdescription, misrepresentation or non-disclosure of any material particulars or facts.

### 3. ALTERATION

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

- (a) If the trade or manufacture carried on be altered or if the nature of the occupation of or other circumstances affecting the building Insured or containing the Insured property be changed in such a way as to increase the risk of loss or damage
- (b) If the building Insured or containing the Property Insured becomes Unoccupied and so remains for a period of more than 30 days
- (c) If the property Insured be removed to any building or place other than that in which it is herein stated to be Insured except as is provided under "Temporary Removal" Clause.
- (d) If the interest in the property Insured passes from the Insured otherwise than by will or operation of law
- (e) If the business be wound up or carried by a Liquidator or Receiver or permanently discontinued.

#### 4. CANCELLATION

This insurance may be terminated at any time at the request of the Insured in writing and provided no claim has arisen during the current Period of Insurance the Insured shall be entitled to a refund of premium less the customary short period rate for the time the Policy has been in force, subject to a minimum premium payment of S\$50 by the Insured.

#### 5. SAFEGUARDS AND MAINTENANCE

The Insured shall at all times and as far as is reasonably practicable take steps to Safeguard the Property Insured and maintain it in a proper state of repair. The Insured shall also take steps to enforce the observance of all statutory provisions manufacturer's recommendations and other regulations relating to the Safety use and inspection of the property Insured.

The Insured shall exercise reasonable care to see that all buildings, ways, works, plant, machinery, furniture and fittings are substantial and sound and in proper Order and fit for the purposes for which they are used and that all Government Ordinances Regulations By-Laws and directions made by Statutory or Local Authority are duly observed and complied with.

#### 6. CLAIMS PROCEDURE

Unless stated otherwise in the specific Section of this Policy, on the happening of any loss destruction or damage the Insured must:

- (a) Notify the Company in writing as soon as reasonably possible full details of any incident which may result in a claim under this policy
- (b) Forward to us every writ, summons, legal process or other communications in connection with the claim, immediately upon receipt
- (c) Give all necessary information and assistance that we may require and at its own expense provide all the detailed particulars and evidence regarding the cause and amount of the loss destruction or damage as the Company may require.
- (d) Not admit liability or make an offer or promise of payment without our written consent
- (e) Inform the police immediately if the loss destruction or damage is caused by thieves, vandals or malicious persons and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering lost or Stolen property
- (f) Take immediate action to minimize loss and to prevent further loss damage or bodily injury

#### 7. FORFEITURE

If any claim upon this Policy be in respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if the loss destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

#### 8. TIME LIMITATION

If a claim be made and rejected and an action or suit be not commenced within six months after such rejection or (in case of an arbitration taking place in pursuance of Condition 16 of this Policy) within six months after the arbitrator shall have made his award all benefits under this Policy shall be forfeited.

#### 9. INSURER'S RIGHTS AFTER A LOSS

On the happening of any destruction or damage to any of the property Insured, the Company may

- (a) Enter and take and keep possession of the building or premises where the loss or damage has happened
- (b) Take possession of or require to be delivered to them any property of the Insured in the building or on the premises at the time of a loss or damage.
- (c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same
- (d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that they make no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn and the Company shall not by any act done in the exercise or purported exercise of their powers hereunder incur any liability to the Insured or diminish their rights to rely upon any of the exceptions or conditions of this Policy in answer to any claim.

If the Insured shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of their powers hereunder all benefit under the Policy shall be forfeited. The Insured shall not in any case entitled to abandon any property to the Company whether taken possession of by the Company or not.

#### 10. REINSTATEMENT

If the Company elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans, documents, books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items Insured more than the Sum Insured thereon. If the Company shall be unable to reinstate or repair the property because of any municipal or other regulations in force the Company shall then only be liable to pay such sums as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

#### 11. SUBROGATION

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

## General Conditions (Applicable to All Sections) (continued)

### 12. CONTRIBUTION

Unless stated otherwise in the specific Section if at the time of any loss under this Policy there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons covering such loss or any part thereof the Company shall not be liable to pay or contribute more than its rateable proportion of such loss. This Condition does not apply to Section 5 (Personal Accident) & Extension 4 to Section 4 (Money).

### 13. FIRST LOSS

The Insurance under this policy is arranged on the basis of First Loss up to an amount stated in the Schedule of this Policy. It is agreed that no Average Condition is applicable in the event of a loss.

### 14. PAYMENT OF LOSS

Payment of loss as Insured by the Policy shall be made when the total amount has been agreed or at the request of the Insured but subject to the approval of the Company at intervals of not less than one month commencing one month after receipt of written notice of the loss by the Insured provided that monthly accounts of the loss be submitted by the Insured to the Company.

### 15. REINSTATEMENT OF LOSS

In the event of any loss under this Policy and in the absence of written notice by the Company or the Insured to the contrary the amount of insurance cancelled by such loss is to be automatically reinstated as from the date of loss and the Insured shall pay the premium which may be required for such reinstatement from the date of loss. This Condition does not apply to Sections 2 (Business Interruption), 4 (Money), 5 (Workmen's Compensation), 6 (Public Liability) and 7 (Personal Accident).

### 16. ARBITRATION

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## General Exceptions (Applicable to All Sections)

1. This Policy does not cover any loss destruction or damage directly or indirectly occasioned by or through or in consequence of:
  - (a) War invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war
  - (b) Mutiny strike riot civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power
  - (c)
    - (i) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
    - (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

Provided that the Company is not relieved of any liability to the Insured in respect of physical damage to the property Insured occurring before dispossession during temporary dispossession which is otherwise covered by this Policy.

  - (d) The destruction of property on order of any public authority other than when such order follow loss, destruction or damage to the property Insured arising from perils covered under Section 1A (Fire & Extraneous Perils).

In any action suit or other proceeding where the Company alleges that by reason of the provisions of Exceptions 1(a) and 1(b) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.
2. This Policy does not cover any loss destruction or damage directly or indirectly caused by or arising from or in consequence of or contributed to by:
  - (a) Nuclear weapons material
  - (b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exception 2(b) combustion shall include any self-sustaining process of nuclear fission.
3. This Policy does not cover
  - (a) Loss of earnings loss by delay of market or other consequential or indirect loss or damage of any kind or description whatsoever
  - (b) Loss destruction or damage resulting from dishonesty fraudulent action trick device or other false pretence
  - (c) Loss resulting from disappearances or shortage revealed at any periodic stock-taking
  - (d) Loss resulting from shortages in the supply or delivery of materials to or by the Insured
  - (e) The cost of rectifying defective materials or workmanship but this exclusion shall not apply to other property Insured under this Policy lost or damaged in consequence of such defective materials or workmanship
  - (f) The cost of normal upkeep or normal making good
  - (g) Liability risks of any nature whatsoever except provided under Section 5 (Workmen's Compensation) and 6 (Public Liability)
  - (h) Erosion caused by action of the sea
  - (i) Liability directly or indirectly occasioned by or through or in consequence of seepage pollution and contamination
4. This Policy does not cover any fine or penalty imposed on the Insured or any punitive or exemplary damages awarded against the Insured.
5. This contract excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
  - (a) Asbestos or
  - (b) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

## Additional Endorsement

### CYBER RISKS EXCLUSION CLAUSE

Property damage covered under this Endorsement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data, software, in particular any detrimental changes in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Endorsement:

- (a) Loss of or damage to data or software, in particular any detrimental changes in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequences of the Insured physical damage the substance of the property shall be covered.
- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs and any business interruption losses resulting from such loss or damage.

### TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes 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 organisation(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 the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 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 Parties) Act 2001 to enforce any of its terms.

### YEAR 2000 EXCLUSION CLAUSE

This insurance does not cover any loss or damage or consequential loss directly or indirectly caused by or consisting of or arising from the failure or inability of any computer, electronic equipment, data processing or media, microchip, embedded chip, integrated circuit or similar device, or firmware or any computer software, whether the property of the Insured or not, occurring at any time to:-

- (i) correctly recognize any date as its true calendar date
- (ii) capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

But this shall not exclude subsequent loss, damage or consequential loss not otherwise excluded, which itself results from a Defined Peril. The words "Defined Peril" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot and strike, malicious damage, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal where such loss, damage is insured by the policy.

Subject otherwise to the terms, conditions and exceptions of this Policy .

### 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 month (12) months due solely or in part to a breach of any premium payment condition; or
- b) If the named Insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
  - i) the named Insured has fully paid all outstanding premium for the time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy and
  - ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named Insured to the Company before cover incepts.

### PREMIUM PAYMENT WARRANTY

1. Notwithstanding anything herein contained but subject to Clause 2 hereof, it is hereby agreed and declared that if the Period of Insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the:-  
**INCEPTION** date of the coverage under the Policy, Renewal Certificate or Cover Note; or  
**EFFECTIVE** date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any of the premium is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period;
  - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;
  - (b) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.