

## BURGLARY POLICY WORDINGS

Whereas the Insured has by a signed proposal and declaration which the Insured has agreed shall be the basis of this contract and be held as incorporated herein applied to the Company for the Indemnity herein-after contained.

In consideration of the Insured paying to the Company the Premium for or on account of the said Indemnity the Company agrees subject to the terms exclusions and conditions contained herein or endorsed hereon that if at any time during the Period of Insurance stated in the Schedule the Property or any part thereof whilst within the Premises shall after actual forcible and violent entry of the Premises be stolen or damaged by thieves or if as a consequence of such forcible and violent entry or any attempt thereat there shall occur any damage to the Premises failing to be borne by the Insured then the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage.

## EXCLUSIONS

The Company shall not be liable for:

1. property more specifically insured.
2. loss destruction or damage:
  - (a) where any member of the Insured's household or any director, principal or employee of the Insured is concerned as principal or accessory.
  - (b) resulting from any act committed by any person lawfully on the Premises.
  - (c) caused by fire or explosion.
  - (d) which can be insured against by a Glass Insurance Policy.
  - (e) resulting from a safe or strongroom being opened by a key obtained through its having been left on the Premises whilst closed for business purposes.
  - (f) arising while the Premises are in the occupation of a sub-tenant.
  - (g) directly or indirectly caused by or contributed to by or arising from
    - (i) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
    - (ii) volcanic eruption, subterranean fire, earthquake or other convulsion of nature.
    - (iii) riot, civil commotion, looting, detention, seizure or confiscation.
    - (iv) ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel nor any consequential loss and for the purpose of this exception combustion shall include any self sustaining process of nuclear fission.
    - (v) nuclear weapons material.
    - (vi) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.
3. loss or destruction of or damage to deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money, stamps, stamp collections, documents of any kind, books of account, manuscripts, medals, coins, livestock or motor vehicles and accessories unless specially mentioned.

## CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be given to the office of the Company as the address herein.
3. The Insured shall exercise reasonable care in the selection and supervision of employees and shall take all reasonable precautions to safeguard the Property and to secure all doors windows and other openings.
4. If any claim under this Policy shall be in any 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 books showing all purchases of goods or stock particulars of articles or goods manufactured and of goods or stock or stock sold or otherwise disposed of shall not have been duly and correctly kept during the time the Insured has carried on the Business then this Policy shall be void and all benefit thereunder shall be forfeited.
5. Each and every item specified in the Schedule is separately but similarly subject to Average that is to say if the Property insured shall at the time of any loss or damage be collectively or greater value than the Sum Insured thereon then the Insured shall be considered to be his own insurer for the difference and shall bear a rateable share of the loss or damage accordingly.
6. If any event giving rise to or likely to give rise to a claim under this Policy comes to his knowledge the Insured shall
  - (a) give notice in writing to the Company as soon as possible
  - (b) give immediate notice to the Police
  - (c) take any other practicable steps to discover the thieves and recover any missing Property.
7. If the loss destruction or damage is covered by any other insurance the Company shall not pay more than their ratable proportion.
8. Immediately upon the happening of any loss destruction or damage the Total Sum Insured and the Sums Insured upon the various descriptions of Property which have been lost destroyed or damaged shall be reduced by the amount of the loss destruction or damage and such reduced Sums Insured shall be the limits of the Company liability in respect of any further losses destruction or damage occurring during the current Period of Insurance unless the Company consent upon payment of additional premium to reinstate the full Sums Insured.
9. The Insurance shall cease to be in force if:
  - (a) the Insured carry on any business at the Premises other than that stated in the Schedule.
  - (b) there be any other material change in the risk insured under the Policy or any change in the facts stated in the Proposal.
  - (c) the Property shall pass from the Insured to any person otherwise than by will or operation of law unless the Company shall by endorsement of this Policy agree to continue the insurance.

## CONDITIONS (continued)

10. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and shall, in such event return to the Insured the premium paid less the pro-rata portion thereof for the period the Policy has been in force. The Policy may be cancelled at any time by the Insured, in which case the Insured shall be entitled to a return of the premium paid less premium at The Company's short period rates for the period the Policy has been in force.
11. 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 meeting and the making of an award shall be a condition precedent to any right of action against the Company. The costs of and connected with the arbitration shall be in the discretion of the arbitrator or umpire. 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 provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
12. The due observance and fulfilment of the terms conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## CLAUSES AND ENDORSEMENTS

### THE FOLLOWING CLAUSES AND ENDORSEMENTS ONLY APPLY WHEN SPECIFIED IN THE SCHEDULE.

#### ARMED ROBBERY AND HOLD-UP EXTENSION

It is hereby declared and agreed that this Policy is extended to include loss of or damage to the property insured resulting from Armed Robbery, Hold-up and Robbery with violent.

Subject otherwise to the Terms, Exclusions and Conditions of this Policy.

#### AUTOMATIC REINSTATEMENT CLAUSE

In consideration of the sum insured not being reduced by the amount of any loss, the Insured shall pay the appropriate extra premium on the amount of loss from the commencement date of reinstatement to the date of expiry of the period of insurance.

Subject otherwise to the Terms, Exclusions and Conditions of this Policy.

#### FULL THEFT ENDORSEMENT

It is hereby noted and agreed that this Policy is extended to cover loss or damage to the property insured due to theft not consequent upon actual, forcible and violent entry up to a limit \_\_\_\_\_ anyone occurrence, further subject to the following exclusions:-

- (a) unexplained or unaccountable losses or disappearance.
- (b) losses or shortage discovered upon inventory taking.
- (c) losses directly or indirectly arising from fraud or dishonesty of the Insured's employees, agents or servants.
- (d) shortage due to error omissions.
- (e) the first \_\_\_\_\_ of each and every loss.

## 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 :-
  - (i) INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - (ii) EFFECTIVE date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then :-
  - (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\$25.00.
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.