

## MANAGEMENT CORPORATION ERRORS AND OMISSIONS INSURANCE POLICY WORDINGS

Whereas **CHINA TAIPING INSURANCE (SINGAPORE) PTE. LTD.** (hereinafter called "CTPIS" or "Company") has received a written proposal which shall be the basis of this contract and which is incorporated in and forms part of this contract.

In consideration of the payment to the Company of the Premiums stated in the Schedule the Insurer will provide indemnity in accordance with the terms stated herein. The Company will indemnify the Insured against Loss arising from any claim(s) made against them jointly or severally during the Period of Insurance by reason of any Wrongful Act whenever or wherever the same was or may have been committed or alleged to have been committed by them in their capacity as Members of the Council of the Management Corporation.

## DEFINITIONS

- INSURED** – The Insured shall mean the Members and former Members of the Council of the Management Corporation named in the Schedule, including Chairman, Secretary and Treasurer but excluding any persons or firms such as Managing Agent or Accountants employed on a fee for service basis unless such person/persons are Members of the Management Corporation.
- LOSS** – Loss shall mean
  - damages
  - legal costs and expenses awarded against the Insured to any claimant or claimants.
- WRONGFUL ACT** – Wrongful Act shall mean any actual or alleged breach of duty, breach of trust, breach of contract, neglect, error, misstatement, misleading statement, omission, breach of warranty or authority, or other act done or wrongfully attempted by the Insured.

## EXTENSIONS

- PROSECUTION AND CRIMINAL PROCEEDING (LEGAL DEFENCE)**

The Insurer will indemnify the Insured against all costs, charges and expenses and legal representation arising out of the prosecution (criminal or otherwise) of any Insured. Provided always that:

  - this extension will only apply to prosecution arising out of a Wrongful Act committed by an Insured whilst acting in their capacity as Members of the Council of the Management Corporation and notified to the Insurer during the Period of Insurance;
  - the Company shall not be liable to pay any penalties, fines or award of costs made against any Insured;
  - the Company shall be entitled, if they so desire, to nominate a lawyer to represent the Insured;
  - no cost charges and expenses other than those incurred with the written consent of the Insurer shall be payable hereunder;
  - prosecution in respect of any wrongful act is conducted or notice of intended prosecution given during the period of Insurance and is notified to the Company during the Period of Insurance.
- DEATH INCOMPETENCY OR INSOLVENCY**

The estate heirs legal representatives or assigns of deceased incompetent or insolvent Insureds shall be indemnified in like manner to the Insured provided they shall observe and be subject to all Terms Conditions and Exceptions of this Policy insofar as they can apply.
- RETROSPECTIVE LIABILITY**

Notwithstanding anything herein to the contrary no liability shall attach hereto in respect of any negligent act, error and/or omission or alleged to have been committed prior to the date specified in the Schedule.

## EXCEPTIONS

This Policy does not provide indemnity against any claim or claims:

- for libel or slander;
- based upon or attributable to any Insured gaining any personal profit or advantage or receiving any remuneration to which they were not legally entitled;
- arising out of seepage pollution or contamination or the breach of any statute regulation or ordinance prohibiting or controlling emissions of effluents of any kind or from any enforcement action proceeding brought under or pursuant to any such statute regulation or ordinance;
- for bodily injury to or sickness, disease or death of any person or for loss or damage to any tangible property including the loss of use or any consequential loss;
- based upon or attributable to payments, commission, gratuities, benefit or any other favour to or for the benefit of any
  - political group;
  - government or armed service official;
  - Insured, employee or any person having an ownership interest in any customer of the Management Corporation, or their agent representative or member of their family or any other entity with which they are affiliated.
- brought about or contributed to by any dishonesty or fraud by any Insured provided however that;
  - This Policy shall provide as indemnity against all costs, charges and expenses reasonably incurred in successfully defending any action brought in respect of such claims by any third party;
  - for the purpose of this Exception, the dishonesty or fraud of any insured shall not be imputed to any other Insured;
- based upon or attributable to any failure or omission on the part of the Management Corporation to effect and maintain Insurance;
- ensuing from any loss, destruction, consequential loss or legal liability of whatsoever nature caused by or contributed to either directly or indirectly by ionizing radiations or contamination by radioactivity from any nuclear fuel, weapon, or waste;
- for pending or prior litigation or any development thereof;
- which the Insured had notified as claims or circumstances which might give rise to a claim to any previous Insurer or for which indemnity is available under any other Policy.

## CONDITIONS

1. The Insured shall as a condition precedent to their right to be indemnified under this Policy give to the Company immediate notice in writing of:
  - (a) any claim made against any Insured;
  - (b) the receipt of notice from any person of an intention to make a claim against any Insured;
2. If during the currency of this Policy any Insured shall become aware of any occurrence which may give rise to a claim under the Policy and shall during the period of this Insurance give written notice to the Company of such occurrence any claim which may be subsequently made arising out of the occurrence of which notification has been given, shall be deemed to be a claim made during the period of this Policy whenever such claim may actually be made.
3. In the event of notification of a claim (or an occurrence as defined in Condition 2) the Insured shall render all reasonable assistance to the Company and cooperate in the defence of such claim. The Insured shall not admit liability or settle any claim or incur any costs or expenses in connection therewith without the written consent of the Company who shall be entitled at any time to take over and conduct in the name of the Insured defence or settlement of any claim. Nevertheless, the Insured shall not be required to contest any legal proceedings unless Counsel (to be mutually agreed upon by the Insured and the Company) shall advise that such proceedings shall be contested.
4. If any payment is made under this Policy in respect of a claim, the Company shall be subrogated to all rights of recovery existing to any Insured and be entitled to prosecute, such rights in the name of the Insured who shall in addition render all reasonable assistance and cooperation to the Company.
5. By acceptance of this Policy, the Management Corporation, as stated in the Schedule, agrees to act on behalf of all persons with respect to giving and receiving notice of claim or cancellation, the payment of premiums and the receiving of any return premiums that may become due under this Policy.
6. It is warranted that all information contained in the Proposal Form and attachment are correct and accurate. If such information is incorrect or misleading, the Company may at their sole discretion either: (a) voiding this coverage from inception date and return the premium to the Insured or (b) continue the indemnification of the Insured but exclude any claims which may result from the misleading or incorrect information.

## 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.