



## SMART HOME 365

PLEASE READ THIS POLICY CAREFULLY TO ENSURE THAT IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT, PLEASE RETURN IT TO US IMMEDIATELY. WE WOULD REMIND YOU THAT YOU MUST ADVISE US, FULLY AND FAITHFULLY ALL THE RELEVANT FACTS YOU KNOW OR OUGHT TO KNOW AND ANY CHANGES IN THE INFORMATION YOU HAVE GIVEN TO US OTHERWISE YOU MAY NOT RECEIVE ANY BENEFIT UNDER THIS POLICY.

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In consideration of the **Insured** named in the Schedule hereto shall pay to **Allied World Assurance Company, Ltd** (Singapore Branch) (hereinafter called “the **Company**”) the premium mentioned in the said Schedule. The Company agrees, during the Period of Insurance, to provide the cover as shown on the various Sections of the Policy subject to the Terms Provisions Exceptions Limits and Conditions contained herein or endorsed hereon (hereinafter collectively referred to as the **Terms of the Policy**). Provided that the liability of the Company shall not exceed in respect of each Item the limits stated in the Policy or the sum expressed in the Schedule.

## **GENERAL DEFINITIONS**

### **Accident or Accidental**

An event which is unintended, sudden, fortuitous and unforeseen.

### **Buildings**

The buildings of the Home and shall include landlord’s fixtures and fittings and the patios, terraces, footpaths, drives, walls, fences, gates, swimming pools and tennis courts around and pertaining thereto.

### **Family member**

The Insured’s spouse, Insured’s children and Insured’s parents, parents-in-law, brothers and sisters who all permanently residing with the Insured in the Home insured under this Policy.

### **Home**

The private dwelling House, Flat or Apartment and all Domestic Offices, Garages and Outbuildings at the Situation shown on the Schedule occupied or owned by the Insured of which Buildings are declared by the Insured to be built of brick, stone, or concrete and roofed with concrete, slate, tile, metal, asbestos or a composition of asbestos and other incombustible mineral ingredients unless specifically mentioned in the Schedule.

### **Loss or Damage**

Accidental physical loss or stolen or destroyed.

### **Period of Insurance**

The period to which the insurance applies and is shown on the Schedule.

### **Personal Effects**

Personal items that are normally worn, used or carried in everyday life. Personal Effects does not include cash, cheques of any kind, documents, securities, stamp and anything used for business.

### **Schedule**

The typed sheet attaching to the Policy which forms part of and should be read in conjunction with the Policy.

### **Valuables**

Curios, pictures or other work of art, porcelain, article of gold, silver or other precious metal, jewellery, watches, photographic equipments, musical instruments, furs and other collectable property.

## **SECTION I – BUILDINGS**

**(Operative only if indicated on the Schedule)**

### **A. LOSS OR DAMAGE TO BUILDINGS**

The Company will indemnify the Insured against Loss or Damage to the Buildings of the Insured's Home as the result of any of the following causes:

1. Fire, Lightning, Explosion, Earthquake.
2. Storm or Flood.
3. Water escaping from or freezing of, water tanks, apparatus or pipes or water or oil escaping from a fixed heating or cooling installation.
4. Riot, strikes or labour disturbances.
5. Malicious persons or vandals.
6. Theft or attempted theft.
7. Falling trees or branches.
8. Falling television or radio antennae, antennae fittings, masts, towers or solar heating panels.
9. Impact by road vehicles or animals not belonging to or under the control of the Insured or any Family member or employees of the Insured.
10. Aircraft or aerial devices or anything dropped from them.
11. Accidental damage for which the Insured is legally responsible to drains, pipes, cables and underground tanks providing services to or from the Home.
12. Accidental breakage of glass or sanitary ware fixed to and forming part of your Home.

### **EXTENSIONS TO SECTION I-A**

- **Loss of Rent or Cost of Alternative Accommodation**

In the event of the Home being rendered uninhabitable due to Loss or Damage insured under this Section, the Company will pay

- the rent that the Insured would have received but have lost; or
- the reasonable additional expenses necessarily incurred by the Insured for alternative accommodation

in respect of the period necessary for reinstatement of the Home and not exceeding in the aggregate 20% of the Sum Insured on Buildings.

- **Removal of Debris**

In the event of the Buildings being destroyed or damaged due to Loss or Damage insured under this Section, the Company will pay the 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 Buildings insured by this Section. Provided that the total amount payable under this Extension shall not exceed 10% of the Sum Insured on Buildings.

- **Architects, Surveyors and Consultants Fees**

The Company will pay the Architects, Surveyors and Consultants Fees necessarily incurred by the Insured in the reinstatement of the Buildings insured by this Section consequent upon its Loss or Damage but not for preparing any claim. Provided that the amount payable for such fees shall not exceed those authorised under the scale of the relevant professional bodies as the case may be, and the total amount payable under this Extension shall not exceed 10% of the Sum Insured on Buildings.

#### EXCEPTIONS TO SECTION I-A

This Section does not cover

- a) Loss or Damage caused by wear and tear, depreciation, the action of light or atmospheric conditions, moth, insects, vermin, infestation, damp, rust, wet or dry rot, or any gradually operating cause, the process of cleaning, repairing or restoring any article, electrical and mechanical breakdown or consequential loss.
- b) Loss or Damage caused by inherent fault or defective workmanship, material or design
- c) Theft unless forcible and violent means is used to enter the Buildings.
- d) Loss or Damage as the result of
  - i) water escaping from the water tanks, apparatus or pipes or water or oil escaping from a fixed heating or cooling installation;
  - ii) malicious persons or vandals;
  - iii) theft or attempted theft;
  - iv) accidental breakage of glass or sanitary ware fixed to and forming part of the Building;  
which occurring while the Buildings has been left Unoccupied for more than 60 days.  
For the purpose of this Exception, Unoccupied means when the Home is not being lived in by anyone with the Insured's permission.
- e) Malicious Damage caused by any of the Insured or his Family member or by his tenants.

#### B. OWNER'S LIABILITY

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

1. accidental bodily injury to any person
2. accidental loss of or damage to property

happening during the Period of Insurance incurred solely as owner of the Home and its land insured under this Policy.

Provided always that the Company will not indemnify the Insured in respect of any liability arising from any action or damages brought in any Court of Law outside Singapore.

- **Limits of Indemnity**

The liability of the Company for compensation under this Section shall not exceed S\$1,000,000 in the aggregate

1. for all claims in respect of or arising out of one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause; and
2. in any one Period of Insurance.

- **Cost**

The Company will also pay defence costs and expenses incurred with the written consent of the Company.

- **Indemnity to Personal Representative**

In the event of the death of the Insured, the Company will indemnify his legal personal representative in respect of liability incurred by the Insured and covered by this Section provided that the legal personal representatives observe the Terms of the Policy as far as they can apply.

#### EXCEPTIONS TO SECTION I-B

This Section does not cover

- a) injury or damage caused by or arising in connection with the ownership, possession or use by or on behalf of the Insured or mechanically propelled vehicles, locomotives, aircraft, aerial devices, hovercraft or water-borne craft.
- b) injury to any employee or any claim arising under any Work Injury Compensation Law.
- c) injury to any Family member of the Insured.
- d) damage to
  - i) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support;
  - ii) property owned, leased, rented or occupied by the Insured;
  - iii) property belonging to, held in trust by or in the custody or control of the Insured.
- e) claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement.
- f) claims arising out of a breach of the duty owed in a professional capacity or business by the Insured.
- g) injury or damage directly or indirectly caused by or arising out of Pollutants unless caused by or arising out of an identifiable unexpected and accidental release (including discharge, dispersal, seepage, migration and escape) of Pollutants which commences during any Period of Insurance and is
  - i) detected within 7 days of its commencement, and
  - ii) reported to the Company within 7 days of its being detected

For the purpose of this Exception, "Pollutants" shall mean any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapor, soot, fumes, acids, alkalis, bacteria, chemicals, sewage and waste (which includes materials to be recycled, reconditioned or reclaimed); and the commencement of any intermittent release shall be deemed to be at the start of the first release of the series.
- h) claims, damages, costs and expenses arising out of any obligation on the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of Pollutants on structures, premises, sites or land currently or previously owned, occupied, used by or under the control of the Insured where the obligation arises out of such ownership, occupancy, use or control by the Insured or his Family member.
- i) injury or damage arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibers or derivatives of asbestos. This insurance does not cover that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibers or any derivatives of asbestos.
- j) Fines, penalties, aggravated exemplary or punitive damages.

## SECTION II – CONTENTS

### A. ALL RISKS ON CONTENTS

The Company will indemnify the Insured against Loss or Damage to the Insured's Contents including visitors' Personal Effects up to S\$300 in the Home subject to the following claims settlement basis:

1. Settlement of claims may be made by payment or at the Company's option by replacement or repair without deduction for wear, tear or depreciation except in respect of wearing apparel, household linen, carpets, floor coverings, blinds, curtains and wallpapers where deduction for wear and tear will be made.
2. Replacement as new of the same or similar kind or type but not superior to or more extensive than the property insured when new if an item is totally lost or destroyed and no greater than the original cost of the item(s) being replaced. The insured will be required to contribute to the cost for any betterment of the item(s) being replaced.
3. Unless otherwise stated in the Schedule, the Company will not pay more than S\$1,500 for any one piece, pair or set of Valuables subject to an aggregate limit not exceeding one third of the total Sum Insured on Contents.
4. Where any insured item consists of articles in a pair or set, the Company will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the value of such pair or set.
5. The Company do not have to repair or replace the Insured's Contents exactly as they were but will ensure that they are reasonably comparable with their original condition as long as it is practicable to do so.

### DEFINITIONS TO SECTION II-A

#### Contents

Furniture, fixtures, fittings, furnishings, home appliances (including radio receivers, television sets and its receiving aerials fixed to the Home, television games, recording and audio equipment and home computers), household goods and personal effects which belong to or are the legal responsibility of the Insured or his Family member or domestic servants residing with him. Contents does not include cash, cheques of any kind, documents, securities and stamp.

#### Household Linen

Towels, bed and table linen.

### EXTENSIONS TO SECTION II-A

#### • Loss of Rent or Cost of Alternative Accommodation

In the event of the Home being rendered uninhabitable due to Loss or Damage insured under this Section, the Company will pay

- the rent that the Insured must pay to the landlord; or
- the reasonable additional expenses necessarily incurred by the Insured for alternative accommodation

in respect of the period necessary for reinstatement of the Home and not exceeding in the aggregate 20% of the Sum Insured on Contents.

#### • Temporary Removal

The Company will pay for the Loss or Damage to the Contents, up to 15% of total Sum Insured on Contents, caused by fire, theft, explosion, lightning, earthquake, hurricane, cyclone, typhoon, windstorm, flood, riot, strike, labour disturbances or malicious person, aircraft, bursting or overflowing of water tanks, apparatus or pipes (forming part of the domestic fixed water system), washing machines or water mains excluding damage thereto and impact by road vehicles, trains or animals

- a) in any building within Singapore where the Insured or his Family member is residing, employed or carrying on business; or
- b) elsewhere within Singapore excluding Loss or Damage
  - i) by hurricane, cyclone, typhoon, windstorm or flood to property not in a building
  - ii) by theft unless involving forcible and violent entry to or exit from a building;
  - iii) whilst removed for sale or exhibition or to a furniture depository.

- **Household Removal**

The Company will pay the Loss or Damage to the Contents up to S\$3,000, except for the Valuables, in the course of removal which are packed and removed by professional packers between the Home and the new permanent residence within Singapore, including temporary storage at the professional packer's warehouse of up to 3 days. Provided that the Company shall not be liable for the first S\$50.

- **Pedal Cycles**

The Company will indemnify the Insured against Loss or Damage to the pedal cycles belonging to the Insured or his Family member in the Home or elsewhere within Singapore while in their possession. The Company will pay up to S\$500, for any one Period of Insurance, for the cost of replacement as new, less a deduction for wear and tear; or the cost of repair if it can be economically repaired.

#### EXCEPTIONS

This Extension does not cover

1. Motor-assisted pedal cycles
2. Loss or Damage while being used for racing
3. Loss or Damage caused by wear and tear, depreciation, atmospheric or climatic conditions, gradually operating cause, repair or mechanical or electrical breakdown
4. Theft, unless in a locked building or securely locked to an object which cannot be moved
5. The first S\$50 of each claim

- **Replacement of Locks and Keys**

The Company will indemnify the Insured for the replacement cost of the locks and keys to the external doors of the Home, or to safes or alarms in the Home if they are Loss or Damage. Provided that the Company's liability under this Extension for any one Period of Insurance shall not exceed S\$500.

#### EXCEPTIONS

This Extension does not cover

1. Loss or Damage caused by wear and tear, climatic conditions, mechanical or electrical breakdown or process of repair or restoration
2. Loss or Damage caused as result of misuse by the Insured or his Family member
3. the first S\$50 of each claim

- **Removal of Debris**

In the event of the Contents being destroyed or damaged due to Loss or Damage insured under this Section, the Company will pay the 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 Contents insured by this Section. Provided that the total amount payable under this Extension shall not exceed 10% of the Sum Insured on Contents.

- **Architects, Surveyors and Consultation Fees**

The Company will pay the Architects, Surveyors and Consultants Fees necessarily incurred by the Insured in the reinstatement of the Contents insured by this Section consequent upon its Loss or Damage but not for preparing any claim. Provided that the amount payable for such fees shall not exceed those authorised under the scale of the relevant professional bodies as the case may be, and the total amount payable under this Extension shall not exceed 10% of the Sum Insured on Contents.

#### EXCEPTIONS TO SECTION II-A

This Section does not cover

- a) Loss or Damage caused by wear and tear, depreciation, the action of light or atmospheric conditions, moth, insects, vermin, infestation, damp, rust, wet or dry rot, or any gradually operating cause, the process of cleaning, repairing or restoring any article, electrical and mechanical breakdown or consequential loss.
- b) Loss or Damage caused by inherent fault or defective workmanship, material or design
- c) Theft unless forcible and violent means is used to enter the Home.
- d) Loss or Damage caused by exposure to weather conditions while the Contents is outside the Home in the open.
- e) Malicious damage if the Home is lent, let or sublet.
- f) The first S\$50 of each claim.

#### B. LOSS OF CASH

The Company will indemnify the Insured or his Family member against theft or Accidental loss of cash in the Home or anywhere in Singapore up to S\$300.

#### EXCEPTIONS TO SECTION II-B

This Section does not cover

- a) losses not reported to the police
- b) confiscation, loss of value or depreciation in value
- c) loss by deception
- d) theft from unattended motor vehicle
- e) shortage due to error or omission

#### C. LOSS FOLLOWING FRAUDULENT USE OF CREDIT CARD

The Company will indemnify the Insured or his Family member against any loss for which they are responsible up to S\$5,000 as a result of misuse by unauthorised persons following Accidental loss or theft of the credit card in the Home or anywhere in Singapore and arising before the credit card company has received notification of the loss; provided the Insured or his Family member shall comply with the terms under which the credit card was issued.

#### EXCEPTIONS TO SECTION II-C

This Section does not cover

- a) losses not immediately reported to the issuing company after discovery of the loss
- b) losses not reported to the police after discovery of the loss
- c) consequential loss of any kind

#### D. ACCIDENTAL DEATH TO DOMESTIC ANIMALS

The Company will indemnify the Insured against death or humanely destroyed to his Domestic Animals up to S\$500 as a result of accidental bodily injury.

For the purpose of this Extension, Domestic Animals means any domestic dog or cat kept by the Insured at his Home as domestic pets.



#### EXCEPTIONS TO SECTION II-D

This Section does not cover

- a) the Domestic Animals being destroyed without the Company's consent unless immediate destruction on humane grounds is considered necessary by a veterinary surgeon
- b) the death of the Domestic Animals as a result of surgery not necessitated by accidental bodily injury nor necessary to save it's life.
- c) the death of the Domestic Animals due to breeding, sickness or diseases

#### E. SPOILAGE OF FOOD IN REFRIGERATOR

The Company will indemnify the Insured for Loss or Damage to food contained in any refrigerator that is less than 7 years old and in the Home caused by deterioration resulting from Accidental breakdown or failure of public electricity supply. Provided that the liability of the Company in any Period of Insurance shall not exceed S\$500.

#### EXCEPTIONS TO SECTION II-E

This Section does not cover

- a) the deliberate act or neglect of the Insured
- b) Loss or Damage caused by disconnection or switching off of electricity supply
- c) Loss or Damage due to failure power supply resulting from the deliberate act (including strike action) of the power supply authority and/or their employees
- d) The first S\$50 of each claim

#### F. PERSONAL LIABILITY

The Company will indemnify the Insured against all sums which the Insured or his Family member (including domestic servant) shall become legally liable to pay as compensation in respect of

- 1. accidental bodily injury to any person
- 2. accidental loss of or damage to property happening during the Period of Insurance incurred
  - i) solely as occupier of the Home and its land insured under this Policy;
  - ii) solely in personal capacity (not as occupier or owner of any building or land) in Singapore or elsewhere in the world in connection with visits by the Insured or his Family member who is normally residing in and travelling from Singapore.

The Company will treat as though he were the Insured any Family member (including domestic servants) provided that such person

- a) is not entitled to indemnity under any other policy
- b) shall as though he were the Insured observe, fulfil and be subject to the terms, conditions and limitations of this Section and the General Conditions of this Policy insofar as they can apply.

Provided always that the Company will not indemnify the Insured in respect of any liability arising from any action or damages brought in any Court of Law outside Singapore.

- **Limits of Indemnity**

The liability of the Company for compensation under this Section shall not exceed S\$1,000,000 in the aggregate

- 1. for all claims in respect of or arising out of one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause; and
- 2. in any one Period of Insurance.

- **Cost**

The Company will also pay defence costs and expenses incurred with the written consent of the Company.

- **Tenant's Liability Extension**

The Company will indemnify the Insured and/or his Family member against any personal legal liability incurred as a tenant of the Building for the

- i) loss or damage to the Building
- ii) loss or damage to any item while contained in the Building which does not belong to the Insured but is in his charge or control occurring during the Period of Insurance
- iii) costs and expenses of litigation recovered by any claimant from the Insured and
- iv) costs and expenses of legal defence incurred by the Insured with the Company's written consent

Provided always the liability of the Company shall be limited to S\$500,000 in the aggregate during the Period of Insurance subject to an excess of S\$50 each and every loss.

#### EXCEPTIONS TO SECTION II-F

This Section does not cover

- a) injury or damage caused by or arising in connection with the ownership, possession or use by or on behalf of the Insured or his Family member of mechanically propelled vehicles, locomotives, aircraft, aerial devices, hovercraft or water-borne craft.
- b) injury to any employee or an claim arising under any Work Injury Compensation Law.
- c) injury to any Family member of the Insured.
- d) damage to
  - i) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support;
  - ii) property owned, leased, rented or occupied by the Insured or his Family member;
  - iii) property belonging to, held in trust by or in the custody or control of the Insured or his Family member.
- e) claims arising out of liability assumed under agreement unless such liability would have attached in the absence of such agreement.
- f) claims arising out of a breach of the duty owed in a professional capacity or business by the Insured or his Family member.
- g) Injury or damage directly or indirectly caused by or arising out of Pollutants unless caused by or arising out of an identifiable unexpected and accidental release (including discharge, dispersal, seepage, migration and escape) of Pollutants which commences during any Period of Insurance and is
  - i) detected within 7 days of its commencement, and
  - ii) reported to the Company within 7 days of its being detected.

For the purpose of this Exception, "Pollutants" shall mean any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, bacteria, chemicals, sewage and waste (which includes material to be recycled, reconditioned or reclaimed); and the commencement of any intermittent release shall be deemed to be at the start of the first release of the series.
- h) claims, damages, costs and expenses arising out of any obligation on the Insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of Pollutants on structures, premises, sites or land currently or previously owned, occupied, used by or under the control of the Insured where the obligation arises out of such ownership, occupancy, use of control by the Insured or his Family member.
- i) injury or damage arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibers or derivatives of asbestos. This insurance does not cover that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibers or any derivatives of asbestos.
- j) Fines, penalties, aggravated exemplary or punitive damages.

### **SECTION III – WORLDWIDE COVER ON SPECIFIED VALUABLES/PERSONAL EFFECTS**

**(Operative only if indicated on the Schedule)**

The Company will indemnify the Insured against Loss or Damage to the Insured's Valuables/Personal Effects specified in the Schedule belonging to the Insured or his Family member occurring anywhere in the world subject to the following claims settlement basis:

1. Settlement of claims may be made by payment or at the Company's option by replacement or repair without deduction for wear, tear or depreciation.
2. Replacement as new of the same or similar kind or type but not superior to or more extensive than the property insured when new if an item is totally lost or destroyed and no greater than the original cost of the item(s) being replaced. The insured will be required to contribute to the cost for any betterment of the item(s) being replaced.
2. Unless otherwise stated in the Schedule, the Company will not pay more than S\$1,500 for any one piece, pair or set of Valuables.
3. Where any insured item consists of articles in a pair or set, the Company will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of the value of such pair or set.
4. The Company do not have to repair or replace the Insured's Valuables exactly as they were but will ensure that they are reasonably comparable with their original condition as long as it is practicable to do so.

#### **EXCEPTIONS TO SECTION III**

This Section does not cover

- a) Loss or Damage caused by wear and tear, depreciation, the action of light or atmospheric conditions, moth, insects, vermin, infestation, damp, rust, wet or dry rot, or any gradually operating cause, the process of cleaning, repairing or restoring any article, electrical and mechanical breakdown or consequential loss.
- b) Loss or Damage occasioned through the wilful act of the Insured or his Family member with the connivance of the Insured or his Family member
- c) Confiscation or detention by custom house or other officials
- d) Loss or Damage to property despatched by sea or air under a bill of lading, airway bill or similar document
- e) Business or professional use in respect of photographic equipment and accessories and musical instruments
- f) The first S\$50 of each claim

## SECTION IV – ACCIDENTAL DEATH & PERMANENT TOTAL DISABLEMENT

(Operative only if indicated on the Schedule)

If during the Period of Insurance the Insured Person shall sustain Bodily Injury anywhere in the world resulting solely and directly from an accident within 52 weeks either in Death or Permanent Total Disablement, the Company will pay compensation to the Insured or his legal personal representatives for:

- a) S\$10,000 for the Insured;
- b) S\$10,000 for the Insured's spouse;
- c) S\$5,000 in respect of each dependent child.

### DEFINITIONS TO SECTION IV

#### **Bodily injury**

Bodily injury resulting solely and directly from accidental, external, violent and visible means and does not include sickness or disease, or any naturally occurring condition, or the result of any gradually operating cause.

#### **Permanent Total Disablement**

A state of incapacity resulting from the Insured Person suffering Bodily Injury which results in his permanent total disablement from gainful employment of any and every kind.

#### **Insured Person**

The Insured and his spouse aged between 18 to 65 years, and Insured's dependent children age below 21 years who are unmarried and not in full-time employment (or up to 23 years if studying full-time in a recognised institution of higher learning) who all permanently residing with him at the Home insured under this Policy.

#### EXCEPTIONS TO SECTION IV

This Section does not cover the Insured Person sustains Bodily Injury

- a) directly or indirectly resulting from any physical defect infirmity or medical condition which was known to the Insured Person at the time of occurrence of Bodily Injury unless it has been declared to and accepted in writing by the Company;
- b) whilst flying or taking part any other aerial activities except whilst travelling as a fare-paying passenger in a regular scheduled airline or licensed charter aircraft and not as pilot or aircrew nor for the purpose of any trade or technical operation in or on any aircraft;
- c) whilst engaging in or practising for or taking part in training peculiar to bungee jumping, parachuting, ski diving, scuba diving, rock/mountain climbing necessitating the use of ropes or guides, abseiling, hang gliding, caving, racing other than on foot, winter sports other than curling and skating or other similar activities or sports;
- d) whilst engaging in or practising for or taking part in any sports in a professional capacity;
- e) whilst in active military, naval or airforce (whether there is war or not) other than on part-time National Service as a Reservist in the Navy, Army, Air Force, Police, Fire Brigade or Vigilante Corps;
- f) whilst in the employment of any off-shore occupations such as ship crew, diver, oil-rigger, fisherman; or shipyard crew; or despatch rider who rides a motorcycle or driver who drives heavy vehicles and machinery such as crane, forklift, truck and lorry, taxi driver or bus driver; or construction workers working on site in building, maintenance, scaffolding, working on gondolas, cleaning, roofing or repairs; or any occupations dealing with poisonous or hazardous gases or substances;

- g) as the result of intentional self-injury, committing or attempting to commit suicide, or any attempt thereat while sane or insane;
- h) as the result of, or is contributed to by, the Insured Person being influence of intoxicants or drugs unless it is taken on proper medical advice;
- i) as the result of, or is contributed to by, the pregnancy (including childbirth), or their complications of the Insured Person;
- j) 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.

## SECTION V – EMERGENCY HOME ASSISTANCE

The Services provided under this Section are available directly from our approved service provider as the Company's independent contractor. Any contracts entered into for such services or any request for such services shall be deemed to be made between the Insured and our approved service provider. The extent of the assistance services and the procedures are as follows: -

- **Assistance Services and Procedures**

Following a sudden and/or unforeseen event, our approved service provider will arrange for an experience and competent contractor or to make Emergency Repairs.

Our approved service provider will respond through its 24-Hour Emergency Hotline to comply with the demands upon the service to emergency calls from the Insured or his Family member (hereinafter called the "Beneficiary") by undertaking the following steps:

- a) Our approved service provider shall establish the details of the emergency problem and shall immediately identify and select an experience and approve contractor competent to undertake emergency remedial action.
- b) Our approved service provider shall contact immediately thereafter said contractor or a competent alternative and shall appraise that contractor of the nature of the problem and obtain his agreement to attend at the site of the incident within a reasonable period.
- c) Our approved service provider shall immediately thereafter notify the Beneficiary of the name of the contractor organised and the timescales agreed for his attendance on site.
- d) It is envisaged that within the procedures that under certain circumstances the selected contractor will need to be placed in direct communication with the Beneficiary before attending the site of the incident and in such cases our approved service provider shall advise the Beneficiary of this arrangement.
- e) Our approved service provider shall contact the Beneficiary and the contractor attending through the medium of telephone calls during the period specified for the attendance by that contractor within a reasonable period after the Beneficiary's original call to ensure that the Emergency Repairs fall within the scope of the Emergency Home Assistance provided by our approved service provider and that the contractor can complete such work to the satisfaction of the Beneficiary. Any agreement to postpone the Emergency Repairs at that point in time shall be established only with the full understanding and agreement of the Beneficiary.
- f) Within 48 hours of the recording of the call, our approved service provider shall (unless confirmed in earlier communications) confirm with the Beneficiary that the Emergency Repairs have been completed to the satisfaction of the Beneficiary.
- g) The charges of any contractors which the Beneficiary ask our approved service provider to send shall be borne entirely by the Beneficiary.

### DEFINITIONS TO SECTION V

#### **Emergency Repairs**

Such temporary or permanent works to protect the buildings and contents that shall be necessary following a sudden or unforeseen event which creates the risk of damage or potential risk to the Insured's household or third parties.

## GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

### 1. War Risks

Any consequence whether directly or indirectly occasioned by or happening through war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not), mutiny, strike, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, detention, nationalisation, requisition, wilful destruction by the government or public authority, acts of terrorism committed by a person/persons acting on behalf of or in connection with any organisation, martial law or state of siege.

### 2. Radioactive Contamination

Any expenses, consequential loss, legal liability or any Loss or Damage to property directly or indirectly caused by or contributed to by or arising from:

- 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 and solely for the purpose of this General Exception combustion shall include any self-sustaining process of nuclear fission.

### 3. Sonic Bangs

Loss or Damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 4. Consequential Loss

Consequential Loss or Damage of any kind or description.

### 5. eRISK Exposure

Any cause whatsoever, regardless of any other contributing cause or event whenever it may occur resulting in:

- a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of ELECTRONIC DATA,
- b) error in creating, amending, entering, deleting or using ELECTRONIC DATA, or
- c) total or partial inability or failure to receive, send, access or use ELECTRONIC DATA for any time or at all

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, display distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for such equipment

However, in the event that a peril listed below (being a peril insured by this Policy but for this General Exception) is caused by any of the matters described in paragraph a) – c) above, this Policy, subject to all its provisions, will insure:

- (i) physical loss of or damage or destruction to Property Insured directly caused by such listed peril, and/or
- (ii) consequential loss insured by this Policy



Further, this exclusion does not apply in the event that a peril listed below (being a peril insured by this Policy but for this General Exception) causes any of the matters described in paragraph a) – c) above

Fire, Lightning, Explosion, Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon, Windstorm, Flood, Full Flood, Impact by the Aircraft and Other Aerial Devices and/or Articles dropped therefrom, Impact by any Road Vehicle, Horses or Cattle, Bursting or Overflowing of Water Tanks, Pipes or Apparatus, or Theft of Electronic Data solely where such Theft is accompanied by Theft of the computer hardware, firmware, medium, microchip, integrated circuit or similar device containing such Electronic Data.

For the purposes of the claim settlement basis in this Policy, computer systems records include ELECTRONIC DATA as defined in paragraph a) – c) above.

Any terrorism exclusion in this Policy or any endorsement thereto prevails over this endorsement.

## **6. Terrorism Exclusion**

Any 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 General Exception 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 alleges that by reason of this General Exception, 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 General Exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## GENERAL CONDITIONS

### 1. Interpretation

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. Conditions Precedent to Liability

The due observance and fulfilment of 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 and the truth of the statements and answers in the Proposal and/or Declaration shall be conditions precedent to any liability of the Company to make payment under this Policy.

### 3. Claims Notification

As soon as possible after the Insured is aware that any event has happened, which may give rise to a claim, the Insured must

1. immediately notify the Company in writing;
2. immediately forward all correspondence, legal process or any other document to the Company unanswered;
3. refrain from discussing liability with any third party.

### 4. Evidence Required

The Insured must produce for the Company, at the Insured's own expense, all the details and evidence which the Company may require in connection with any claim.

### 5. Company's Rights

In respect of any claim or series of claims for which this Policy provided an indemnity to the Insured against his legal liability, the Company may at any time pay to the Insured the limit of indemnity (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, the Company shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

### 6. Subrogation

The Insured shall at the expense of the Company do and occur 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 it paying for or making good any loss destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after their indemnification by the Company.

### 7. Forfeiture

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one 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. Average

If the property insured shall at the time of loss be collectively of greater value than the sum insured, then the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

**9. Contribution**

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 ratable proportion of such loss.

**10. Specific Insurance**

This insurance does not cover any interest or subsidiaries more specifically insured except in respect of any excess beyond the amount recoverable under such specific insurance.

**11. Alteration**

If the circumstances in which the insurance was entered into are materially altered without the written consent of the Company, this Policy shall be voidable.

**12. Endorsement – Rights of Third Parties**

A person or Company who is not a party to this Policy has no right under the contracts (Rights of Third Parties) Act 2001 to enforce any terms of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

**13. Cancellation**

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force and refund the balance premium to the Insured provided that there is no claim incurred under the Policy. This insurance may also be terminated at the option of the Company by sending 30 days' notice by the registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand on a ratable proportion of the premium for the unexpired term from the date of the cancellation.

**14. Arbitration (not applicable to Sections I-B and II-F)**

Any dispute or question between the Company and the Insured as to the amount payable by the Company upon the happening of any event shall be referred for Arbitration to a sole Arbitrator by the concurrence of the parties, and in the event of non-concurrence, each party shall respectively appoint an Arbitrator and the Arbitrators shall be at liberty to appoint an Umpire, provided always the terms of reference shall be entered into in writing, and the making of an award pursuant to the arbitration shall be condition precedent to any right of action against the Company under this Policy.

**15. Contract Law Clause**

This Policy shall be construed according to and governed by the Laws of the Republic of Singapore.

**16. Payment Before Cover Warranty**

- (1) Notwithstanding anything herein contained but subject to clauses 2 and 3 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the company (or the intermediary through whom this policy or bond was effected) on or before the inception date ("the inception date") of the coverage under the policy, bond, renewal certificate, cover note or endorsement.
- (2) In the event that the total premium due is not paid and actually received in full by the company (or the intermediary through whom this policy or bond was effected) on or before the inception date referred to above, then the policy, bond, renewal certificate, cover note and endorsement shall not attach and no benefits whatsoever shall be payable by the company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the policy, bond, renewal certificate, cover note and endorsement.
- (3) In respect of insurance coverage with "free look" provision, the Insured may return the original policy document to the company or intermediary within the "free look" period if the Insured

decides to cancel the cover during the “free look” period. In such an event, the Insured will receive a full refund of the premium paid to the company provided that no claim has been made under the insurance.

#### **17. Premium Payment Condition Precedent (For New Policies Only)**

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

- (a) For the risk insured, the named insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) If the named insured 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 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.

#### **18. Right to Return Policy (For New Policies Only)**

In the event that You are not satisfied with the Policy for any reason and there are no claims on the Policy, it may be returned to Us for cancellation with effect from inception, within fourteen (14) working days after receipt of the Policy by You. The date of receipt of the Policy by You is deemed to be three (3) working days from the date of dispatch of the Policy by Us. Any premium billed will be refunded without interest. This Right to Return Policy is applicable only to newly incepted policies.

#### **19. Sanction Clause**

The Insurer shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### **20. Policy Owners' Protection Scheme**

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

## COMMUNICATION

We pride ourselves with the commitment to provide excellent customer service to You and will respond to Your queries or complaints fairly and promptly. If You would like further clarification on the policies or is not satisfied with Our service and wished to lodge a complaint, please contact Our Company's Customer Service Unit at [customer.service@awac.com](mailto:customer.service@awac.com); fax (65) 6423 0798 or telephone (65) 6423 0888 (Our office hours are Mondays to Fridays 9am to 5pm).

We will acknowledge receipt of all formal written complaints. Should We require additional information to facilitate Our investigations into the complaint, We will contact You. If the complaint takes time to resolve, We will update You progressively of the status.

We would like to advise You that Allied World Assurance Company, Ltd follows the General Insurance Association's Code of Practice and is committed to upholding the service standards prescribed by the Code. A copy of this Code can be found at the GIA website at [www.gia.org.sg](http://www.gia.org.sg).

For all communication on matters relating to the Policy, please direct to:

Allied World Assurance Company, Ltd (Singapore Branch)

60 Anson Road #08-01

Mapletree Anson

Singapore 079914

24-Hour Emergency Hotline : (65) 6337 0911

Customer Service Hotline : (65) 6423 0888

Facsimile : (65) 6423 0798

Email : [customer.service@awac.com](mailto:customer.service@awac.com)

Company Registration No. : F 06999C