

## ERGO SME BizProtect

### Policy Wording

Please read this Policy Wording carefully together with Your Policy Schedule and any endorsement to ensure that You understand the terms and conditions and that the cover You require is being provided. Please keep these documents in a safe place as they are legal documents. If You have any questions after reading these documents, please contact Your insurance adviser, agent or Us (ERGO Insurance). If there are any changes that may affect the insurance provided, please notify Us immediately.

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**Whereas** the **Insured** has applied to **ERGO INSURANCE PTE. LTD.** (for the insurance hereinafter contained) by a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein, and has paid or agreed to pay the premium in respect of such insurance for the period of this Policy or any period for which the same may be renewed, We agree to indemnify the Insured as per the limits stated in the Schedule and in accordance with the terms, conditions and exclusions set out in this Policy.

#### **How your insurance operates -**

Your Policy is a contract between You and Us. Your Policy comprises of Your Proposal, any declarations made by You, this Policy Wording, the Policy Schedule, and any supplementary endorsements to this Policy, which all shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

This Policy shall become effective on the date specified in the Policy Schedule and end on the last day of the Period of Insurance. Having received and accepted all requisite premiums, We will provide the Cover up to the limits of indemnity shown in the applicable section of the Policy Schedule.

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**DEFINITIONS**

<b>TERM</b>	<b>MEANING</b>
<b>Accident</b>	Accident means a sudden, unforeseen and unexpected event happening by chance that could not have been expected and which results in the Insured Person suffering death, disablement or Injury. An Accident must occur during the Period of Insurance and after the effective Date of cover for the Insured Person.
<b>Business</b>	Nature of Business stated and detailed in the Policy Schedule.
<b>Building</b>	A building of standard non-combustible construction built of brick, stone or concrete, and roofed with slates, tiles, metal or concrete construction including walls, gates and fences, small outside buildings, extensions, annexes, exterior staircase, fuel installations, steel or iron framework but excluding foundations and drains, as named and the address of which is specified in the Schedule.
<b>Contents</b>	All real and personal property (excluding the Building and/or such property excluded under the terms of this Policy) in relation to the Business as described in the Policy Schedule belonging to the Insured or for which the Insured is responsible or holds on trust or on commission prior to the occurrence of any loss of and/or damage.
<b>Defence Costs</b>	All reasonable and necessary costs, charges, fees (including legal counsels' fees and experts' fees) and expenses (other than wages, salaries or fees of the directors, officers or Employees of the Insured).
<b>Employee</b>	Employee means any person engaged under a contract of service or apprenticeship with the Insured but does not include any person employed under such contract who is specifically excluded from the definition of 'worker' under any workers' compensation legislation.
<b>Flood</b>	Overflowing or deviation from 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.

<b>Infectious Disease</b>	<p>a) Any infectious disease first contracted in Singapore during the Policy Period, which is classified as an 'Infectious Disease' referencing to the Infectious Disease Act, Cap 137 under Section 2, the 'First Schedule' and the 'Second Schedule', and any amendment thereto.</p> <p>b) Requires notification to Singapore's Ministry of Health as per Section 6 of the Infectious Disease Act, Cap 137, and any amendment thereto, within 24 hours upon diagnosis by a physician.</p>
<b>Injury</b>	Bodily Injury including death, disease, illness, disability.
<b>Insured Perils</b>	Those specific perils detailed at Section 1B of the Policy titled 'Fire and Extraneous Perils on Building'.
<b>Insured Person</b>	Insured Person shall mean the person(s) insured under this Policy and detailed in the Policy Schedule.
<b>Landslip</b>	Landslip shall mean the movement of ground down the side of a hill, mountain or cliff.
<b>Subsidence</b>	Subsidence shall mean the downward movement of the site on which the Building stands.
<b>Money</b>	Money means currency notes, coins, cheques, money orders, postal orders, bank drafts, un-used postage stamps belonging to the Insured.
<b>Occurrence</b>	<p>An event, including continuous or repeated exposure to conditions, which results in Injury or Property Damage neither expected nor intended from the Insured's standpoint, during the Period of Insurance.</p> <p>With respect to Injury or Property Damage, all such exposure to substantially the same general conditions shall be deemed one occurrence.</p>
<b>Policy</b>	This Policy Wording and the Policy Schedule describing the insurance contract between You and Us.
<b>Policy Schedule or Schedule</b>	The schedule which forms part of this Policy and also contains important details about Your cover.

<b>Pecuniary</b>	Relating to or consisting of money.
<b>Period of Insurance</b>	The Period of Insurance stated in the Schedule
<b>Pollution</b>	Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acid, alkalis, chemicals or waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.
<b>Property Damage</b>	Property Damage means: a) physical damage to, or loss of or destruction of the Property Insured, including the subsequent loss of use of the Property Insured; b) loss of use and/or loss of value of Property Insured that has not been physically damaged, physically lost or physically destroyed provided such loss of use and/or loss of value is caused by physical damage to, physical loss of or physical destruction of the Building or other Property Insured.
<b>Property Insured</b>	For the purposes of Section 1A only – shall mean furniture, fixtures and fittings including renovations and improvements, equipment, Contents and stock in trade in relation to the Insured's Business except those specifically excluded, belonging to the Insured or for which are under the sole care, custody and control of the Insured.
<b>Proposal Form</b>	A written proposal made by or on behalf of the Insured to Us for the insurance evidenced by this Policy, including any statements, declarations, warranties or information upon which We have relied.
<b>Riot, Strike and/or Civil Commotion</b>	A person taking part together with others in a disturbance of the public peace (whether in connection with a strike or lock-out or not). This definition includes the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of any such disturbance.
<b>Reinstatement, Reinstate, Reinstating</b>	To make good the damaged Building or Contents to the condition it was in prior to the incident giving rise to a claim under the Policy.
<b>Sum Insured or Limit of Liability</b>	The amount which represents Our maximum liability shown under respective applicable section stated in Your Policy Schedule.

<b>Territorial Limit</b>	The territory specified as such in the Schedule.
<b>Permanent &amp; Total Disablement</b>	Means total and irrecoverable loss of the effective use: a) Entire sight in both eyes; or b) Any 2 limbs at or above the wrist or ankle; or c) The entire sight in 1 eye and any 1 limb at or above the wrist or ankle
<b>We, Us, Our or Company</b>	The insurer, ERGO Insurance Pte. Ltd.
<b>You, Your or Insured</b>	The entity, organisation, company or partnership named in the Policy Schedule.

## SECTION 1A – PROPERTY ALL RISKS

The Company will, subject to the Sum Insured specified in the Policy Schedule under this Section, indemnify the Insured against the loss of or damage to the Property Insured for any accidental physical loss of or damage from any cause except as specifically excluded in this Policy and/or expressly excluded in the Schedule.

The Company may at its discretion repair, reinstate or replace the Property Insured lost or damaged, or pay the Insured in cash the reasonable value of the Property Insured which is lost or damaged.

### Specific Exclusions to this Section

The Company shall not be liable in respect of:

1. Loss of or damage to:
  - a) Money, cheques, postage stamps, deeds, documents of title, securities of any description, jewellery, precious stones, precious metals, bullion, furs, curiosities, collectibles, rare books or fine arts and/or sculptures;
  - b) Glass (other than fixed glass), china, earthenware or other fragile or brittle objects;
  - c) Motor Vehicles (including accessories thereon) – mechanically, electrical or non-self-propelled licensed for road use;
  - d) Watercraft or Aircraft including contents contained thereon;
  - e) Remotely operated vehicles including drones;
  - f) Personal mobility device;
  - g) Railway, locomotives or rolling stock;
  - h) Livestock, growing crops or trees;
  - i) Property or structures in the course of demolition, construction or erection and materials or supplies in connection therewith;
  - j) Machinery during installation, removal or re-siting (including dismantling and re-erection) if directly attributable to such operations;
  - k) Property undergoing alteration, repair, testing, installation or servicing, including materials and supplies thereof;
  - l) Any property or goods of the Insured unrelated to the activities of the Business.
2. Loss of or damage caused by:
  - a) Faulty or defective design materials or workmanship but this exclusion shall not extend to other property insured under this Policy lost or damaged in consequence of such defective materials or workmanship;
  - b) Inherent vice, latent defect, gradual deterioration, deformation or distortion or wear or tear;
  - c) Interruption of water supply, gas, electricity or fuel systems or failure of the effluent disposal systems to and from the premises;
  - d) Collapse or cracking of buildings;
  - e) Corrosion, rust, extremes or changes in temperature, dampness, dryness, rot, fungus, shrinkage, evaporation, loss of weight, pollution, contamination, change in colour, flavour, texture or finish, action of light, vermin, insects, marring or scratching.
3. Loss of or damage caused by or arising from:
  - a) Acts of fraud or dishonesty;

- b) Bursting, overflowing, discharge or leaking of water tanks, apparatus or pipes when the Building is untenanted;
- c) Mysterious and unexplained disappearance or inventory shortage, misfiling or misplacing of information, shortage in supply or delivery of materials or shortage due to clerical or accounting error;
- d) Mechanical or electrical breakdown or derangement of machinery or equipment including electronic installation, computers and data processing equipment;
- e) Any wilful act or gross negligence on the part of the Insured or any person acting on their behalf;
- f) Cessation of work, delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever;
- g) Any property or goods that are flammable, toxic or hazardous;
- h) Any property or goods that are stored/kept in open after business hours.

## **Specific Extensions to this Section**

### **1. Cost of Recompiling Records and Claims Preparation**

This Policy shall cover up to Singapore dollars five hundred (S\$500.00):

- a) cost of recompiling records but only for the value of the materials together with the cost of third party clerical labour expended in producing such records; and
- b) reasonable charges incurred by the Insured for producing and certifying any documents as may be required by the Insured for the purposes of submitting a claim under this Policy.

### **2. Deterioration of Stock**

This Policy shall cover up to 10% of Sum Insured under this section or up to a maximum of Singapore dollars twenty thousand (S\$20,000.00), whichever is the lower for damage to stock/food in the cold chamber of any refrigerator or deep freeze cabinet in the Building resulting from:

- a) a rise or fall in the temperature; or
- b) contamination by refrigerant or refrigerant fumes

directly due to the breakdown, stoppage or failure of such refrigeration unit or non-operation of its thermostatic or automatic controlling devices.

This extension excludes any loss or damage caused by:

- 1) Any deliberate act, recklessness or negligence committed by the Insured or their Employee;
- 2) Any deliberate act of the electricity supply authority, or the withholding or restricting of power by the electricity supply authority and its employees, whether due to scheduled maintenance with or without notice to the Insured, or termination of supply due to failure of the Insured to pay the electricity charges.

### **3. Full Theft Extension**

This Policy shall cover loss or damage to the Property Insured by theft without forcible and violent entry to or exit from the Building or any attempted theft up to 10% of Sum Insured under this section or up to a maximum Singapore dollars fifty thousand (S\$50,000.00), whichever is the lower. This extension excludes:



- a) loss induced by any dishonest act, fraudulent trick device or other false pretence by the Insured, their representatives or Employee(s);
- b) any loss caused by unexplained disappearance or inventory shortage, or loss due to clerical or accounting errors.

**4. Goods in Transit**

This Policy shall cover loss of or damage to the Property Insured whilst in transit including loading, unloading, lifting and hoisting on a public road within the territorial limits of Singapore except on waterways or by air. Cover under this extension is up to Singapore dollars five thousand (S\$5,000.00) for any one conveyance.

**5. Reinstatement of Fire Extinguishing Appliances**

This Policy shall cover the cost of the replenishment of fire-fighting appliances and destruction to such appliances from an Insured Peril. Cover under this extension is up to Singapore dollars five thousand (S\$5,000.00).

**6. Locks & Keys**

This Policy shall cover the cost of replacing locks and keys and/or combination if, as a result of theft or any attempted theft, keys and/or combinations are stolen, or if there are any reasonable grounds to believe that they have been duplicated. Cover includes the cost of opening locked safes and/or strong rooms as a result of the theft of keys and/or combinations. Cover under this extension is up to Singapore dollars five hundred (S\$500.00).

**7. Plans and Documents**

This Policy shall cover the necessarily incurred costs of labour in re-writing or re-drawing of plans drawings or other contract documents lost, destroyed, or damaged as a result of an Insured Peril hereunder wherever or whenever such loss, destruction, or damage shall occur. Cover under this Section is up to Singapore dollars five hundred (S\$500.00) for any single or series of Occurrence(s).

**8. Plate Glass**

This Policy shall cover reasonable costs incurred in the removal and reinstatement of window enclosures, fixtures and fittings where such removal is necessary to effect replacement of any broken glass, provided always that such removal and reinstatement costs result as a direct consequence of the breakage of the glass insured. Cover under this Section is up to 10% of Sum Insured under this Section or Singapore dollars twenty thousand (S\$20,000.00), whichever is lower.

**Specific Conditions applicable to this Section**

**1) Average Clause**

If the Contents shall at the time of any loss or damage for which indemnity is provided shall be of greater value than the Sum Insured, the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the amount of such loss or damage accordingly.

**2) Description of Property Insured**

Where any doubt arises as to the definition under which any Property Insured is included for the basis of indemnity and settlement under the Policy, the Company agrees to accept the designation of such property as may have been included in the Insured's books and records.

## SECTION 1B – FIRE AND EXTRA PERILS ON BUILDING (OPTIONAL COVER)

The Company will, subject to the Sum Insured specified in the Policy Schedule under this Section, indemnify the Insured against the loss of or damage to the Building caused by an Insured Peril.

The Company may at its discretion repair, reinstate or replace any part of the Building lost or damaged, or pay the Insured in cash the reasonable value of the loss or damage to the Building.

### Insured Perils

1. Fire but excluding 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 land by fire
2. Lightning
3. Aircraft and other aerial devices or articles dropped therefrom
4. Bursting, leaking and overflowing of water tanks, apparatus or pipes from within the Building but excluding:
  - a) damage to such water tanks, apparatus or pipes
  - b) loss or damage whilst the Building is untenanted
5. Explosion
6. Electrical appliances and installations catching fire as a result of or arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included)
7. Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm but excluding:
  - a) Consequential loss of any kind
  - b) Loss or damage caused by hail whether driven by wind or not
  - c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption
  - d) Loss by reason of any ordinance or law regulating the construction or repair of the Building
8. Flood
9. Landslip and Subsidence but excluding:
  - a) loss, damage or destruction occasioned by or through or in consequence directly or indirectly of any of the following causes:
    - i. erosion;
    - ii. heave except in the case of an earthquake;
    - iii. bedding down of structures, settlement of made up ground, settling or cracking in structures resulting from normal or gradual earth movements, shrinkage or expansion of foundations, walls, floors, roofs or ceilings;
  - b) loss, damage or destruction to the site except in so far as is necessary to repair the Building;

- c) loss, damage or destruction directly occasioned by or through defective design or workmanship or the use of defective materials;
- d) consequential loss or damage of any kind or description;
- 10. Impact by any road vehicles not belonging to or under the control of the Insured, any member of their immediate family or any Employee.
- 11. Riot, Strikes and/or Civil Commotion but excluding:
  - a) Consequential or indirect loss or damage of any kind or description whatsoever;
  - b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation 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 the Building resulting from the unlawful occupation by any person of such Building.
- 12. Sprinkler Leakage including damage caused by water accidentally discharged or leaking from an automatic sprinkler installation within the Building.

## **Specific Extensions to this Section**

### **1. Abandonment / Abandoned undamaged portion of the building**

Where the Building is damaged but not destroyed and due to the requirement of any law or of any local government or other statutory authority, reinstatement of such Building has to be carried out, the abandoned or undamaged portion of such Building shall be considered as having been destroyed. If however, the resale value of the original site of the Building is increased by virtue of the presence of the abandoned portion of such Building, then such increase in resale value shall be regarded as salvage and that amount shall be paid to the Company by the Insured upon completion of the sale of the site of the Building or shall be deducted from the final amount of any amount payable by the Company under this Section for the Building.

### **2. Act of Vandalism/Malicious Damage**

This policy shall cover loss caused by damage to or destruction of the Building by vandalism and malicious damage up to Singapore dollars one thousand (S\$1,000.00).

The term "Vandalism and Malicious Damage" as used herein is restricted to and includes only wilful or malicious physical destruction of the described property.

### **3. Alteration & Repairs**

Workmen are allowed in, on or about the Building to carry out alterations and repairs without prejudice to the terms of this Policy.

### **4. Architects', Surveyors' and Consultant Engineers' Fees**

This Policy shall cover the architects', surveyors' and consultant engineers' fees not exceeding those authorised under the scales of the various institutions and/or bodies regulating such fees prevailing at the time of the destruction or damage to the Building for estimates, plans, specifications quantities, tenders and supervision necessarily incurred in the reinstatement of the Building consequent upon the destruction of or damage to the Building by fire or any other insured peril.

Cover for such fees does not extend to the fees and expenses incurred by the Insured in preparing a claim under the Policy.

Cover under this extension shall not exceed 10% of the Sum Insured for the Building under this Section or up to a maximum of Singapore dollars twenty thousand (S\$20,000.00), whichever is the lower.

**5. Awnings, Blinds, Signs or Other Outdoor Fixtures or Fittings of any description**

This Policy shall cover the cost necessarily incurred in re-erecting, fitting and fixing the awnings, blinds, signs and outdoor fixtures in consequence of destruction or damage by any of the perils hereby insured up to the Sum Insured under this Section.

**6. Automatic Reinstatement of Sum Insured**

The full limit for the Building shall be reinstated following payment under this section upon payment of additional premium by the Insured at the agreed rate calculated from the date of such payment under this section until the expiry of the current Period of Insurance. This extension shall only apply where the Insured has made payment of the agreed further premium.

**7. Bursting or Overflowing of Water Tanks, Apparatus or Pipes from the Building**

This Policy shall cover the loss of or damage to the Building directly caused by bursting or overflowing of water tanks, apparatus or pipes from within the Building up to the amount stated in the Schedule, but excluding:-

- a) damage to such water tanks, apparatus or pipes
- b) loss or damage whilst the Building is unoccupied

**8. Civil Authority**

This Policy shall cover direct loss or damage to the Building caused by acts of destruction executed by order of a competent public authority at the time of and only during a fire to prevent the spread of such fire, provided, however, that such fire was caused by the Insured Perils insured under this Policy and subject to all other terms and conditions and exclusions.

The Company shall not be liable, however, for more than the amount for which it would have been liable had the loss been caused by an Insured Peril up to 10% of Sum Insured under this Section or Singapore dollars twenty thousand (S\$20,000.00), whichever is the lower.

**9. Cost of Demolition and Clearing and Erection of Hoardings**

This section shall extend cover for the costs necessarily incurred by the Insured in respect of the demolition of the Building and/or removal of debris from the site of the Building, and in providing erecting and maintaining any street or pavement hoarding required during demolition, site clearing and/or building operations following destruction of or damage to the Building. Cover under this Section is limited to 10% of the Sum Insured under this section.

**10. Inhibition Costs**

This Policy shall cover the Building damaged or destroyed as a result of extinguishing or inhibiting the spread of fire or other catastrophe insured against herein up to the Sum Insured under this section.

**11. Leased Property**

This Policy shall cover any other party having an interest in the Building insured by virtue of and in accordance with the terms of a mortgage, leasing, hiring or renting agreement, provided such Building is not specifically insured under any other policy of valid and collectable insurance.

**12. Lessee Clause**

It is hereby declared and agreed that anything done by the Insured as lessee, mortgagor or occupier of the Building whereby the risk of loss or damage is increased without the authority or knowledge of the freeholder, mortgagee or lessor, such increase in risk shall not prejudice the position of the freeholder, mortgagee or lessor from receiving indemnity under this Section if the freeholder, mortgagee or lessor shall immediately upon them becoming aware thereof of such increased risk provide notice in writing to the Company and on demand from the Company paying such reasonable additional premium as the Company may require.

**13. Payment on Account**

In the event of a loss giving rise to a claim under this Policy, the Company will make payment on account in respect of such loss to the Insured of an amount determined by the Company.

**14. Reinstatement Value**

In the event of the Building to which this Section applies, being destroyed or damaged, the basis upon which the amount payable under this section shall be the cost of replacing or reinstating on the same site the same kind or type of building of the same construction but not superior to or more extensive than the Building was when new, subject to the following Special Provisions below:

**Special Provisions**

- 1) The work of 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 increased as a result) must be commenced and carried out with reasonable dispatch and in any event must be completed within 18 months after the destruction or damage of the Building, or within such further time as the Company may (during the said 18 months) in writing allow, otherwise no payment beyond the amount which would have been payable under this section if this extension to the 18 month period had not been incorporated therein shall be made.
- 2) Until expenditure has been incurred by the Insured in replacing or reinstating the Building lost, destroyed or damaged, the Company shall not be liable to make any payment in excess of the amount which would have been payable under this Section if this 18 month extension period had not been incorporated herein.
- 3) If at the time of the replacement or reinstatement of the Building the sum representing 85% of the cost which would have been incurred in the replacement or reinstatement of the Building if the whole of the Building had been destroyed, exceeds the sum insured thereon in respect of the Building at the time of a fire or at the time of the commencement of any destruction or damage to such Building, the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this Section (if more than one) to which this extension applies shall be separately subject to the foregoing provision.

- 4) This extension shall be without force or effect if:
- a) The Insured fails to intimate to the Company within six (6) months from the date of the destruction or damage to the Building or such further time as the Company may in writing allow its intention to replace or reinstate the Building destroyed or damaged.
  - b) The Insured is unable or unwilling to replace or reinstate the Building destroyed or damaged on the same or another site.

## **15. Sprinkler Leakage**

This Policy shall cover sprinkler leakage which shall mean destruction or damage caused by water accidentally discharged or leaking from the automatic sprinkler installation up to the amount under this Section provided that the leakage is not a result of the following causes:

- a) heat caused by fire;
- b) repairs or alterations to the insured Building;
- c) the sprinkler installation being repaired, removed or extended;
- d) freezing in the event of the Building being vacant or unoccupied, or freezing due to the neglect of the Insured;
- e) the order of the government of Singapore 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 the Building or blasting;
- i) defects in construction or condition of which the Insured is aware.

## **16. Sue and Labour**

In case of loss or damage to the Building, if it shall be lawful and necessary for the Insured, or their servants and assigns, to sue, labour and travel for, in and about the defence, safeguarding and recovery of the Building. The acts of the Insured or the Company in recovering, saving and preserving the Building shall not be considered a waiver of or an acceptance of abandonment. The expense so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests up to the amount stated in the Schedule.

## **17. Tenants' Improvement**

The Policy extends to include improvements and alterations to the Insured's landlord's property insofar as the Insured is responsible.

## **18. Time Adjustment Clause (72 hours)**

It is agreed that any loss of or damage to the Building arising during any one period of 72 consecutive hours caused by typhoon or by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute a single Occurrence with regards to the application of any applicable deductible. For the purpose of the foregoing the commencement of any such 72 hour period shall be decided at the discretion of the Company, provided that there shall be no overlapping period of hours in any two or more such 72 hour periods in the event of damage to the Building occurring over a period of more than 72 hours.

**19. Vacancy and Unoccupancy**

The Insured may cease the Business or leave the Building vacant or unoccupied for a consecutive period not exceeding 60 days, provided that fire protection alarm and security services are maintained in full working condition at the Building, and provided the Insured gives prior written notice to the Company before the first day of such vacancy or unoccupancy. The Company reserves its right to vary the coverage and terms of this Policy as it may deem appropriate upon such notice.

**Specific Conditions applicable to this Section**

**1) Average Clause**

If the Contents shall at the time of any loss or damage for which indemnity is provided be of greater value than the Sum Insured, the Insured shall be considered as being their own insurer for the difference and shall bear a ratable proportion of the amount of such loss or damage accordingly.

**2) Control of Property Clause**

Cover under this section shall not be prejudiced by any act or neglect of any person (other than the Insured and / or their Employee), when such act or neglect is not within the control of the Insured.

**3) Due Diligence**

- a) The Insured shall maintain the Building in sound repair and shall take all responsible, reasonable and practicable steps to prevent damage from the perils covered under this Section.
- b) The Insured shall notify the Company immediately:-
  - i. of any excavations which are to commence beneath, around or in the vicinity of the site of the Building. In such event the Company shall have the right to vary or cancel the cover provided under this Section.
  - ii. of the operation of an Insured Peril affecting any part of the site where the Building is located (whether or not the Building is involved or impacted) or the Building's nearby surroundings.

**4) 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, bye-law or municipal regulation.



## SECTION 2 – BUSINESS INTERRUPTION

The Company will, subject to the stated amount per day in the Policy Schedule for this Section, pay to the Insured during the period of interruption if the Property Insured under Section 1A and/or Building under Section 1B is deemed by the Company to be substantially destroyed or damaged during the Period of Insurance and the Business carried on by the Insured at the Building stated in the Schedule be in consequence thereof interrupted or interfered with for a continuous period, up to maximum of 120 days. Unless otherwise stated below, payment under this Section is conditional upon payment being made under Section 1A or 1B for the same event.

### Specific Extensions to this Section

#### 1. Denial of Access

It is declared and agreed that loss as insured by this Policy resulting from interruption of or interference with the Business in consequence of damage to buildings in the immediate vicinity of the Building stated in the Schedule which shall prevent or hinder the use thereof or access thereto, whether the Building shall be damaged or not, shall be deemed to be a loss resulting from damage to the Building or Property used by the Insured at the Building provided that after the application of all other terms, conditions and provisions of this Policy. The liability under this Extension shall not exceed the Sum Insured specified under this section.

#### 2. Failure of Public Utilities

Subject to the terms and conditions of the Policy, cover is provided under this section for loss resulting from the interruption of or interference with the Business in consequence of damage to any:

- a) generating station or sub-station of the public electricity supply undertaking supplying the Building
- b) premises of the public gas supply undertaking or of any natural gas producer linked directly to and supplying the Building
- c) water works or pumping station of the public water supply undertaking linked to and providing services to the Building

and which are situated within Singapore shall be deemed to be loss resulting from damage to the Building occupied or Property used by the Insured at the Building provided that after the application of all other terms conditions and provisions of this Policy. The liability under this Extension shall not exceed the Sum Insured specified under this section.

#### 3. Rental Expenses

In the event that the Property Insured under Section 1A and/or Building under Section 1B is deemed by the Company to be uninhabitable, the Policy shall cover up to Singapore dollars twenty thousand (S\$20,000.00) for:

- a) Reasonable additional expenses for the rental of alternative premises; and/or
- b) Cost of temporary storage of equipment, furniture and other Contents

### SECTION 3 - MONEY

The Company will, subject to the Sum Insured specified in the Policy Schedule under this section, indemnify the Insured against the loss of Money occurring during the Period of Insurance in the following circumstances:

#### Circumstances

- (1) Loss of Money in the Building provided the Money is kept in a securely locked safe / strong-room / cash register / locked drawer and/or locked cabinets during and/or after business hours
- (2) Loss of Money in the custody of the Insured's Directors and/or Insured's authorised Employees whilst carrying the Money anywhere in Singapore

#### Subject to following sub-limits:

- i. Singapore dollars five thousand (S\$5,000.00) in locked safe / strong-room / cash register / locked drawer and/or locked cabinets after business hours
- ii. Singapore dollars five thousand (S\$5,000.00) in authorised Employee's residence kept in locked safe / locked drawer and/or locked cabinets

#### Specific Exclusions to this Section

The Company shall not be liable in respect of:

1. Loss of Money arising from the fraudulent misappropriation or embezzlement by the Insured, any Employee and/or any person under request, direction or control of the Insured;
2. Loss of Money due to error or omission in relation to receipts, payments or accounting;
3. Loss of Money from an unattended vehicle;
4. Unexplained loss and/or mysterious disappearance of Money;
5. Loss of Money entrusted to professional money carriers, or couriers, or to any person other than the Insured's own authorised Employees;
6. Loss of Money from locked drawers, safes or strong-rooms following the use of keys or combination numbers unless such keys or combination numbers that have been obtained under threats of violence or violent means against the Insured or the Insured's Employees and a report of such threats has been lodged with the police;
7. Loss of Money in vending machines and/or gaming and amusement machines.

## SECTION 4 – PUBLIC LIABILITY

The Company shall indemnify the Insured against

1. All sums which the Insured shall become liable to pay as compensation in respect of:
  - a. Injury
  - b. Property Damage

in connection with the Insured's Business, as a result of an Occurrence during the Period of Insurance within the Territorial Limit subject always to the terms and conditions of this Insurance.

2. **Limit of Liability**

Regardless of the number of Insureds, additional Insureds or entities comprising the Insured or the number of claims or claimants or any other reason whatsoever, the Company's liability to pay damages including Defence Costs, shall not exceed the sum stated in the Schedule in respect of any one Occurrence or series of Occurrence(s) arising from one originating cause in respect of Injury or Property Damage and is unlimited in any one Period of Insurance.

**Provided that:**

- i. The Company shall not be obliged to pay any claim or judgement or to defend any suit after the Limit of Liability has been exhausted by payment of Defence Costs, judgements or settlements;
- ii. if a payment in excess of the amount of indemnity available under this Policy is necessary to dispose of a claim or series of claims arising out of one Occurrence, the Company's liability in respect of such Defence Costs shall be such proportion of the total Defence Costs incurred as the amount of the indemnity available under this Policy bears to the total amount necessary to dispose of the claim.

### **Specific Exclusions to this Section**

The Company will not be liable in respect of:

1. Liability assumed by the Insured by under agreement or contract and which would not have attached in the absence of such agreement.
2.
  - a) Injury to any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured;
  - b) Any sums payable by the Insured under legislation relating to occupational injury or illness.
3. Damage to Property:
  - a) Belonging to, hired to or in the care, custody or control of the Insured or any Employee or any party acting on behalf of the Insured;
  - b) Being that part of any property on which the Insured or any servant or agent of the Insured is or has been working on if that loss or damage results directly from such work; or
  - c) Caused by or in connection with or arising from the bursting of any pressure part of
    - i. Any steam boiler or any economizer; or

- ii. Any vessel or apparatus (other than any steam turbine or engine or other steam driven machinery) intended to operate under steam pressure.
- 4. Damage to property or land or building or injury to any person caused by vibration or by the removal or weakening of support.
- 5. Injury, illness, loss or Property Damage caused by or in connection with or arising from
  - a) any vehicle (or trailers attached thereto), animal, vessel or craft owned, possessed or used by or on behalf of the Insured, or the loading or unloading thereof;
  - b) any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible;
  - c) defective sanitary arrangements or water pollution; or
  - d) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring.
- 6. Injury or Property Damage caused by goods of any description designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or to the order of the Insured (except food and drinks served for consumption prepared by the Insured and consumed at the Building).
- 7. Any liability in connection with or arising from lack of care or skill in the giving of professional or other advice or treatment.
- 8. Any liability in connection with or arising from:
  - a) works on board vessels or offshore works;
  - b) works at a height of more than 10 meters above ground or floor level;
  - c) engineering contracts or project works in activities such as construction, installation, maintenance, repair or renovation of any property or structure.
- 9. Compensation for damages in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Singapore.
- 10. Any liability for:
  - a) Injury or Property Damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants;
  - b) The cost of removing, nullifying or cleaning up pollutants;
  - c) Fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.

For the purpose of this exception "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- 11. Any liability for any amount in respect of:
  - a) fines or penalties; or
  - b) liquidated, punitive or exemplary damages or multiplication of awards.

12. Any liability arising directly or indirectly out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable precautions to prevent Injury or Property Damage.
13. Any liability of whatsoever nature directly or indirectly caused by, in connection with, contributed to or by, or arising from electromagnetic fields (EMF) or electromagnetic interference (EMI).
14. Any financial and consequential loss arising in the absence of Injury and/or Property Damage.
15. Electronic Data
  - communication, display, distribution or publication of Electronic Data, provided that this clause does not apply to injury or property damage resulting therefrom;
  - total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data;
  - error in creating, amending, entering, deleting or using Electronic Data;
  - total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all;

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

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 instruction for such equipment.

## Specific Extensions to this Section

### 1. Advertising & Neon Signage

This Policy extends to cover any legal liability of the Insured arising out of Injury or Property Damage caused by or through neon/advertising signs or installations, which are part of the Building.

### 2. Demonstration and Exhibition and Display

This Policy extends to cover any legal liability of the Insured in respect of Injury or Property Damage whilst the Insured is holding an exhibition of its product at a licenced exhibition or display site anywhere within the Republic of Singapore. Provided that the Company's liability shall not exceed Singapore dollars one hundred and fifty thousand (S\$150,000.00) for any one Occurrence.

### 3. Defective Sanitary Installation

This Policy extends to cover any legal liability of the Insured arising out of an accidental Injury to a third party caused by the immediate discharge of pollutants consequent upon Property Damage or due to defective drains, sewers or sanitary arrangements. Provided that the Company's liability shall not exceed Singapore dollars one hundred and fifty thousand (S\$150,000.00) any one Occurrence.

### 4. Employees' Effects

This Policy extends to cover the legal liability of the Insured in respect of clothing and/or personal effects of Employees in the event of Injury or Property Damage. Provided that the Company's

liability shall not exceed Singapore dollars two hundred and fifty (\$\$250.00) per Employee and Singapore dollars two thousand five hundred (\$\$2,500.00) in the aggregate.

**5. Food and Drinks**

This Policy extends to cover any legal liability of the Insured in respect of Injury to a third party directly caused by or arising from anything harmful or defective food or drink sold or supplied by the Insured or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the Insured in the normal course of the Business.

Provided that:

- a. The Company's liability shall not exceed Singapore dollars one hundred and fifty thousand (\$\$150,000.00) any one Occurrence and in the aggregate
- b. The Insured shall at all times take every possible precaution to prevent the sale of articles of food or drink which are not fit for human consumption and to ensure that the same are free from contamination.

**6. Fire & Explosion**

This Policy extends to cover any legal liability of the Insured in respect of Injury or Property Damage caused by or in connection with or arising from fire and explosion.

**7. First Aid Facilities**

This Policy extends to cover any legal liability of the Insured arising out of the administration of first aid by the Insured but excluding any act of negligence, omission or neglect of any duly qualified members of the medical profession or any Employee or voluntary worker of any hospital or ambulance organization.

**8. Guests' Effects**

This Policy extends to cover any legal liability of the Insured in respect of loss or damage to the clothing and/or personal effects of guests in the Building. Provided that the Company's liability shall not exceed Singapore dollars two hundred and fifty (\$\$250.00) per guest and Singapore dollars two thousand five hundred (\$\$2,500.00) in the aggregate.

**9. Indemnity to Directors and Officers**

This Policy extends to cover any claim made upon any director and/or officer of the Insured and the claim is such that if made upon the Insured, the Insured would be entitled to indemnity under this Policy, provided that:

- a) such director and/or executive is not entitled to indemnity under any other policy or policies or section;
- b) this extension shall not apply to or include liability in respect of Injury to any person under a contract of service or apprenticeship with the Insured, the director and/or officer, where the Injury arises out of and in the course of an Employee's employment or service with the Insured.
- c) such director and/or officer shall as though they were the Insured observe, fulfil and be subject to the terms, exceptions, limitations and conditions of this Policy so far as they apply; and
- d) this extension shall not operate to increase the Company's aggregate liability as set forth in the Schedule.

**10. Loading and unloading of vehicles**

This Policy extends to cover the legal liability of the Insured in respect of any Injury or Property Damage, loss of or damage to property caused or arising from beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicles for loading, thereon 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 Company's liability shall not in any way exceed the Limit of Liability specified in the Schedule

**11. Sprinkler Leakage**

This Policy extends to cover destruction or damage caused by water accidentally discharged or leaking from the automatic sprinkler installation at the Building up to the amount stated in the Schedule, provided that the leakage is not a result of the following causes:

- a) heat caused by fire;
- b) repairs or alterations to the buildings or premises;
- c) the sprinkler installation being repaired, removed or extended;
- d) freezing in the event of the Building being vacant or unoccupied, or freezing due to the neglect of the Insured;
- e) any order of the government or of any municipal local or other competent authority;
- f) subterranean fire;
- g) explosion, the blowing-up of buildings or blasting; or
- h) defects in construction or condition of the Building which the Insured is aware.

**12. Tenant's Liability**

Exclusion (3a) of this Section shall not apply in the event of accidental damage to the Building (including all fixtures and fittings) hired or leased or rented to the Insured.

Provided that this Policy shall not apply to any legal liability in respect of such loss or damage if the liability is assumed by the Insured under an agreement and would not have attached in the absence of such agreement.

**13. Treatment Risk – Applicable for Beauty and Hair Salon only**

This Policy extends to cover any legal liability of the Insured in respect of any accidental Bodily Injury arising out of cutting, perming, straightening, dyeing and steaming of hair and non-surgical cosmetic facial treatment, pedicure, manicure and Spa treatment.

Provided that the Company's liability shall not exceed Singapore dollars twenty-five thousand (S\$25,000.00) any one claim and in the aggregate subject to a deductible of S\$1,000.00 each and every claim.

This benefit excludes treatment by medical practitioners.

## SECTION 5 – PERSONAL ACCIDENT (Optional cover)

The Company will pay to the Insured Person the following sum, or in the event of their death, to their legal personal representative, should the Insured Person, sustain Injury caused by an Accident solely and directly by accidental violent external and visible means and where such Injury shall solely and independently of any other cause result in death or disablement.

<b>Table of Benefits</b>
<b>Benefit A – Death</b> The Capital Sum Insured specified in Section 6 of the Policy Schedule.
<b>Benefit B – Permanent Disablement</b> The percentage of the capital sum insured stated in Benefit A, as specified in the permanent disability scale below.

Table of Benefits

	<b>SCALE OF BENEFITS</b> Percentage of the Capital Sum Insured (as per Schedule)
<b>1 For DEATH</b>	100%
<b>2 (a) For PERMANENT TOTAL DISABLEMENT</b>	
Total paralysis or permanently bedridden	100%
Loss of both hands above wrist joint or both feet above ankle joint	100%
Loss of one hand above wrist joint and one foot above ankle joint	100%
Permanent and irrecoverable/irremediable loss of all sight in both eyes	100%
Permanent and irrecoverable/irremediable loss of all sight in one eye together with loss of one hand above wrist joint or one foot above ankle joint	100%
<b>2 (b) For PERMANENT PARTIAL DISABLEMENT</b>	
Loss of one hand above wrist joint or one foot above ankle joint	50%
Permanent and irrecoverable loss of all sight in one eye	30%
Loss of one arm from above the elbow joint	65%
Loss of one leg from above the knee joint	55%
Loss of one thumb - both phalanges	20%
Loss of one index finger - three phalanges	15%
Loss of one middle or ring finger - three phalanges	10%
Loss of one little finger - three phalanges	7%
Loss of any big toe - both phalanges	5%
Loss of any other toe - three phalanges	3%

The complete and irrecoverable loss of use of any part of the body in this scale shall be deemed to be the loss of such part.



Injury must take place within twelve (12) calendar months from date of the accident. Cover is worldwide and round the clock, including work and leisure time.

Permanent Total Disablement means bodily injury of a permanent nature which solely and directly totally disables and prevents the Insured Person from engaging in or attending to employment or occupation of any and every kind.

Where the bodily injury is not specified in the table above the Company reserves the right to adopt a percentage of disablement under a Scale of benefits which in its opinion is consistent with the provisions thereof.

The aggregate of all percentages payable in respect of any one Accident to any one Insured Person shall not exceed 100%. In the event of a total 100% having been paid under this Policy, the cover under this Section 6 shall immediately cease to be in force in respect of that Insured Person. All other losses, smaller than 100%, if having been paid shall reduce the respective Insured Person's coverage by that amount from the date of the accident until the expiration of the Policy.

### **Specific Exclusions to this Section**

This Section does not cover and the Company shall not be liable to make payment in relation to loss or Injury which may have been caused by, accelerated or induced by:

- a. Intoxication by alcohol, narcotics or drugs (unless administered under the order of a hospital or a qualified medical practitioner);
- b. Suicide or any attempted suicide, intentional self-injury, insanity, intemperance, drug habit, venereal disease, deliberate exposure to needless danger (except in an attempt to save human life) or pre-existing physical defect or infirmity;
- c. Pregnancy, childbirth, miscarriage or any complications thereof;
- d. Whilst engaging in hunting, football for or against a professional club, polo playing, mountaineering (with the use of ropes or guides), hand-gliding, skiing, tobogganing, bob-sleighing, ice or winter sports, speed or endurance tests or races of any kind (other than athletics) or the occupational use of power-driven woodworking machinery;
- e. While engaging in motor-cycling or scootering (whether as rider or pillion rider);
- f. While travelling in an aircraft as a member of the crew or for the purpose of undertaking any technical operation or navigation;
- g. Active or direct participation in strike, riot and civil commotion;
- h. Any kind of disease, sickness, parasite or infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- i. While on duty or service in any of the armed forces or armed uniformed groups (unless on reservist duty during peace time within the Republic of Singapore); or
- j. Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex or any consequence thereof.
- k. Any kind of Infectious Disease, illness, virus, bacterial or any other kind of infection howsoever caused.

### **Specific Condition to this Section**

- 1) In the event of any occurrence or Accident which may give rise to a claim under this Section, the Insured Person shall without delay seek and act on proper medical or surgical advice. In the event of death of an Insured Person notice shall immediately be given to the Company before internment

or cremation stating the time and place of any inquest appointed and the Company shall be entitled to have a post-mortem examination at its own expense.

- 2) The Insured Person must give immediate notice in writing to the Company of any change in any of the Insured's Business or occupation or any other material facts in relation to the Insured Person's state of health or physical condition of which the Insured may become aware and must pay any additional premium that may be charged by the Company.
- 3) There is no cover under this Section for any Insured Person who is below 16 years old and above 75 years old on renewal of the Policy, unless otherwise agreed in writing by the Company.
- 4) The Insured Person's next of kin or personal representatives must give the Company notice in writing immediately in the case of the death of Insured Person. The Insured Person must within 21 days in the case of any Injury give notice to the Company.

All reports, certificates and information required by the Company must be furnished at the Insured Person's expense and must be in such form as the Company prescribe.

In the case of an Injury the Insured Person must act upon medical or surgical advice as soon as practicable and must submit to a medical examination at the Company's expense and as often as the Company require.

- 5) For the purposes of this Policy, General Condition - Contribution will not apply to Death and Permanent Disablement

This Policy cannot be assigned and payment of any Benefit under this Section will only be made to the Insured Person or their legal personal representatives (in the event of death of the Insured Person) whose receipt shall be a valid discharge of the Company's liability to the Insured Person.

## **SECTION 6 - FIDELITY GUARANTEE (OPTIONAL COVER)**

The Company shall indemnify the Insured for all such direct pecuniary loss not exceeding the Sum Insured stated in the Schedule as the Insured shall sustain by any act of fraud or dishonesty committed by the Insured's Employee(s) provided that:

The Company will, subject to the Sum Insured specified in the Policy Schedule under this Section, indemnify the Insured against all such Pecuniary loss from any act of fraud or dishonesty committed by the Insured's Employee(s) provided that:

The fraud or act of dishonesty is committed:

1. during the Period of Insurance; and
2. during the uninterrupted continuance of employment of the said Employee(s); and
3. in connection with his or her employment with the Insured

And

It is discovered and notified to the Company within twelve (12) months of being committed or six (6) months after the termination of the Policy whichever is the earlier.

### **Specific Exclusions to this Section**

The Company will not be liable:

1. If the nature of the business of the Insured has changed from that stated in the Schedule;
2. If the precautions and checks for securing the accuracy of the Insured's accounts are not duly observed;
3. For more than one (1) claim under this Policy in respect of any act of fraud or dishonesty committed by the same Employee(s);
4. For any loss for which the Insured is unable to identify the specific Employee(s) who committed such acts of fraud or dishonesty;
5. For any indirect or consequential loss.

### **Specific Conditions to this Section**

- 1) On discovery of any act or fraud or dishonesty committed by the Employee or reasonable cause for suspicion thereof, the Insured must make a written police report immediately and take all necessary practical steps to bring about prosecution or conviction of the Employee involved.
- 2) The Insured shall immediately give notice to the Company and furnish full details of the claim under this section within 7 days thereafter.
- 3) In the event of a claim, all books of accounts of the Insured and any accountants reports thereon shall be open to the inspection of the Company and the Insured shall give all information and assistance to enable the Company to use for and obtain reimbursement by the Employee or his estate of any monies which the Company shall have paid or become liable to pay under this Policy.

- 4) Any moneys of the Employee in the hands of the Insured and any moneys which but for any act of fraud or dishonesty would have been due to the Employee from the Insured shall be deducted from the amount otherwise payable 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 of defaults of the Employee, the Company shall not be liable to pay or contribute more than its rateable proportion of such claim.

**GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS (EXCEPT SECTION 7)**

<b>Communicable Disease Exclusion LMA 5393 (Applicable for Section 1A, 1B, 2, 3, 6)</b>	<ol style="list-style-type: none"><li>1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.</li><li>2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:<ol style="list-style-type: none"><li>2.1. for a Communicable Disease, or</li><li>2.2. any property insured hereunder that is affected by such Communicable Disease.</li></ol></li><li>3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:<ol style="list-style-type: none"><li>3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and</li><li>3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and</li><li>3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.</li></ol></li><li>4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).</li></ol> <p>All other terms, conditions and exclusions of the policy remain the same.</p>
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<p><b>Communicable Disease Exclusion LMA 5396 (Applicable for Section 4)</b></p>	<ol style="list-style-type: none"> <li>1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.</li> <li>2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.</li> <li>3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: <ol style="list-style-type: none"> <li>3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and</li> <li>3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and</li> <li>3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.</li> </ol> </li> </ol>
<p><b>Cyber Liability Exclusion (Applicable for Section 4)</b></p>	<p>It is hereby understood and agreed that:</p> <p>This insurance contract does not cover any Loss, damage, fees, costs, charges, expenses and/or liability arising out of, based upon or attributable to any Cyber Event.</p> <p>For the purposes of this endorsement:</p> <p>Cyber Event means any actual, alleged or suspected:</p> <ol style="list-style-type: none"> <li>(a) damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorized or negligent</li> </ol>

	<p>processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the insured, an independent contractor or an outsourced service provider of the insured company; and/or</p> <ul style="list-style-type: none"> <li>(b) unauthorized access to or use of any personal information / personal data or confidential information while under the care and custody, or control, of the insured, an independent contractor or an outsourced service provider of the insured company; and/or</li> <li>(c) non-physical and technological failure of the Company's Computer System, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or</li> <li>(d) malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the Company's Computer System. This includes, but is not limited to, any interruption of the insured company's business caused by such event(s); and/or</li> <li>(e) interruption of the insured company's business caused by an accidental, unintentional or negligent act, error or omission of the insured person in the operation or maintenance of the Company's Computer System which causes total or partial unavailability of the Company's Computer System; and/or</li> <li>(f) breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.</li> </ul> <p>For the purposes of items (a) and (c) of Cyber Event definition, data includes, but is not limited to, personal information / personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) in any form.</p> <p>Company's Computer System means a computer system (including, but not limited, to hardware, software and/or computer programs, and/or network and/or Cloud Services) leased, owned or operated by or which is made available or accessible to the insured company or its outsource service provider(s) for the purpose of storing and processing the insured company's electronic data or software.</p> <p>All other terms, conditions, provisions, exclusions and limitations of this insurance contract otherwise remain unchanged</p> <p>1/1/2022 v1.1</p>
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**Property Cyber and Data  
Endorsement LMA 5400  
(Applicable for Section 1A,  
1B, 2, 3, 6)**

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1. Cyber Loss, unless subject to the provisions of paragraph 2;
  - 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.



## Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
8. Cyber Incident means:
  - 8.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 8.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Computer System means:
  - 9.1. any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
10. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

<b>Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion</b>	<p>This clause shall be paramount and shall override anything contained in this Policy inconsistent therewith</p> <p>1. In no case shall this Policy cover loss, damage, liability, or expense directly or indirectly caused by or contributed to, by or arising from:</p> <ul style="list-style-type: none"> <li>1.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;</li> <li>1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or</li> <li>1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;</li> <li>1.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to 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.</li> <li>1.5. any chemical, biological, bio-chemical, or electromagnetic weapon.</li> </ul>
<b>Sanction Limitation and Exclusion</b>	<p>This Policy shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any cover hereunder to the extent that the provision of such cover or payment or indemnity for such claim would expose Us to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom or United States of America.</p>
<b>Total Asbestos Exclusion</b>	<p>This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim, loss or benefit directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.</p>
<b>War and Terrorism Exclusion</b>	<p>Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, costs or expenses 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;</p> <ul style="list-style-type: none"> <li>1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion,</li> </ul>

	<p>revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or</p> <p>2. any act of terrorism.</p> <p>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.</p> <p>This exclusion 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 1 and/or 2 above.</p>
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**GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS (EXCEPT SECTION 7)**

<b>Arbitration</b>	<p>All disputes and differences arising under or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ('SIAC Rules') for the time being in force which rules are deemed to be incorporated by reference to this clause.</p> <p>The tribunal shall consist of 1 arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English.</p>
<b>Bankruptcy</b>	<p>Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve the Company of their obligations under this Policy nor deprive the Company of its rights or defences under this policy.</p> <p>In the event a liquidation or reorganisation proceeding is commenced by or against the Insured pursuant to the Bankruptcy Act (Singapore), as amended or any similar foreign, state or local law, or the Insured becomes insolvent, the Insured hereby:</p> <ol style="list-style-type: none"><li>waive and release any automatic stay or injunction which may apply in such proceeding to this policy or its proceeds under such bankruptcy law, and</li><li>agree not to oppose or object to any efforts by the Company, to obtain relief from any such stay or injunction.</li></ol>
<b>Breach of Condition</b>	<p>The conditions and warranties of this Policy shall apply individually to each and every Section of the Policy individually. A breach of any condition or warranty shall only void cover under the respective section only and not affect the other sections of the Policy.</p>
<b>Claims Procedure</b>	<p>In the event of any event which may give rise to a claim under this Policy, the Insured shall:</p> <ol style="list-style-type: none"><li>take all reasonable steps to minimise any loss or damage.</li><li>give immediate notice in writing to the Company.</li><li>if there has been theft or any attempt thereof, give immediate notice to the police of such theft or attempted theft.</li><li>at their own expense supply the Company with full particulars in writing not later than thirty (30) days after the occurrence of any loss, damage or accident.</li><li>if a claim may arise under section 4 - Public Liability, the Insured shall send to the Company any writ of summons or other legal process issued, immediately upon receipt of the same, or</li></ol>

	<ul style="list-style-type: none"> <li>f) commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.</li> <li>g) not incur any expense in making good any loss or damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.</li> <li>h) give the Company all such information as the Company may reasonably require.</li> </ul>
<b>Company's Rights</b>	<ul style="list-style-type: none"> <li>a) The Company may enter any Building where damage of the Property Insured has occurred and take possession of or require to be delivered to the Company the Property Insured and deal with it in any reasonable manner as the circumstances permit and the Company shall not be bound to pay out more than the Sum Insured as set out in the Schedule. No Insured Property may be abandoned to the Company.</li> <li>b) Under Section 4 – Public Liability, the Company may at any time pay the Limit of Liability (after the deduction of any sum or sums already paid) or any less amount for which such claim or claims can be settled and shall then relinquish the conduct and control of and be under no further liability in respect of the claim except for the payment of costs and expenses incurred prior to the date of such payment.</li> </ul>
<b>Condition Precedent</b>	<p>The validity of this policy is subject to the condition precedent that:</p> <ul style="list-style-type: none"> <li>a) the 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</li> <li>b) if the 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: <ul style="list-style-type: none"> <li>i. the 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</li> <li>ii. a copy of the written confirmation from the previous insurer to this effect is first provided by the Insured to the Company before cover incepts.</li> </ul> </li> </ul>
<b>Contribution</b>	<p>If the Injury, Property Damage, legal liability, or claims expense, which is the subject of a claim under this Policy is covered by any other insurance, the Company will not pay more than its rateable proportion.</p>
<b>Contracts (Rights of Third Parties) Act</b>	<p>A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.</p>

<b>Data Privacy</b>	<p>The Insured and all Insured Person(s) understand, acknowledge, agree and consent that:</p> <p>ERGO Insurance Pte. Ltd. (ERGO) may/will collect, use, disclose and/or process the Insured Person(s) personal information set out in the proposal form and any other information provided by the Insured or Insured Person(s), as applicable, or possessed by ERGO for the purpose of enabling ERGO to provide the Insured or Insured Person(s) with services required of an insurance provider, such as evaluating, processing, administering, and/or managing of the Insured's and / or Insured Person(s) relationship and policies with ERGO. This includes among other things Policy servicing, processing, investigating, handling, administering and/or settling the Insured's or Insured Person(s) claim with ERGO or other insurers;</p> <p>ERGO may/will disclose and transfer the Insured's and / or Insured Person(s) personal information to third parties, including but not limited to its affiliates, representatives, agents and third party service providers, lawyers/law firms, whether located within or outside Singapore, for one or more of the above purposes, and the said third parties may/will subsequently collect, use, disclose and/or process the Insured and / or Insured Person(s) personal information for one or more of the above purposes;</p> <p>If personal information of third parties (e.g. information of the Insured or Insured Person(s), beneficiaries, beneficial owners, dependents, customers, payees and/or employees) is provided to ERGO, the provider of such personal information represents and warrants to ERGO that prior consents have been obtained from each of the third parties to provide such information.</p> <p>Note: Please refer to the full version of Our Data Privacy Policy found at <a href="https://www.ergo.com.sg/pdpa">https://www.ergo.com.sg/pdpa</a>.</p>
<b>Claims by Fraudulent Means</b>	<p>If any claim under this Policy shall in any respect be fraudulent, or if any fraudulent means or devices are used by the Insured, or if any damage be occasioned by a wilful act of the Insured or with their connivance, the Company shall have no liability under this Policy for such claim, damage or loss.</p>
<b>Inspection and Audit</b>	<p>The Company shall be permitted but not obligated to inspect the Insured's Property Insured and Building as well as the Insured's business operations at any reasonable time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of an Insured or others to determine or warrant that such Insured Property or</p>

	<p>business operations are safe or healthy, or are in compliance with any law, rule or regulation.</p> <p>The Company may examine and audit the Insured's books and records at any time during the period of insurance and within three years after the final termination of the Policy, as far as they relate to the subject matter of this insurance.</p>
<b>Jurisdiction</b>	This Policy shall be governed by the laws of the Republic of Singapore.
<b>Non-disclosure</b>	The Company shall not be liable under this Policy for any claim, Benefit, loss if there is any material misdescription of the Business, the Building, or the risk to which this Policy refers, or any misrepresentation as to fact material to be known for assessing the risk, or any omission to state such fact.
<b>Notice of Cancellation</b>	<p>This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the Premium shall be adjusted on the basis of the Company receiving or retaining pro-rata premium for the Period of Insurance. This is subject to no known claims and/or circumstances leading to a claim.</p> <p>The Policy may also be cancelled by the Company by thirty (30) days' notice given in writing to the Insured at their last known address and the premium shall be adjusted on the basis of the Company receiving or retaining pro-rata premium for the unexpired Period of Insurance.</p>
<b>Premium Warranty</b>	<p><b>Payment</b></p> <p>Notwithstanding anything herein contained but subject to coverage hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (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 sixty (60) days of the:</p> <ul style="list-style-type: none"> <li>a. inception date of the coverage under the Policy or renewal certificate or cover note; or</li> <li>b. effective date of each endorsement, if any, issued under the Policy, renewal certificate or cover note.</li> </ul> <p>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 sixty (60) days period referred to above, then:</p> <ul style="list-style-type: none"> <li>a. the cover under the Policy, renewal certificate, cover note or endorsement is automatically terminated immediately after the expiry of the said sixty (60) days period;</li> </ul>

	<p>b. the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) days period;</p> <p>c. the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of Singapore dollars twenty five (S\$25.00).</p> <p>if the period of insurance is less than sixty (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</p>
<b>Reasonable Precautions</b>	The Insured must take or cause to be taken, all reasonable precautions to prevent or minimise any Injury, Property Damage, loss, legal liability or expense.
<b>Subrogation</b>	<p>The Company will be subrogated to all rights of recovery of any Insured against any person or organisation after any payment or indemnity provided under this Policy. The Insured will give all such assistance in the exercise of rights of recovery as the Company may reasonably require.</p> <p>The Insured must refrain from doing anything that might prejudice the Company's actual or potential rights of recovery against any party. Any amounts recovered by the Company, will be allocated in the following order: recovery costs, uninsured loss, amounts paid under the Policy, and deductible.</p> <p>The Company agrees not to exercise any such right of subrogation against any of the Insured's directors or Employees unless the claim is brought about or contributed to by the dishonest, fraudulent, reckless, criminal or malicious act or omission of the director or Employee.</p>
<b>Time Limit</b>	If the Company declines indemnity under this Policy and such declinature has not been referred to arbitration in accordance with the Policy's dispute clause and within twelve (12) months from the date of the declinature, such claim shall for all purposes be deemed to have been abandoned and no amount shall thereafter be recoverable. In no case whatsoever shall the Company be liable for any amount after the expiration of six (6) months from the happening of the Injury, Property Damage, loss or third party claim unless the claim arising from such Injury, Property Damage, loss or third party claim is the subject of pending court action or arbitration brought by or against the Company.