

BUSINESS PROPERTY INSURANCE POLICY

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 specific meaning wherever it may appear.

Whereas the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **United Overseas Insurance Limited** (herein called the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance.

The Company will indemnify the Insured in the terms stated in the various sections of this Policy and its Schedules and Endorsement in respect of events occurring during the Policy Period and subject always to the Terms, Exceptions and Conditions contained herein or endorsed hereon.

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

Section 1 – Fire Insurance

The Company agrees, subject to the terms, exclusions, and conditions contained herein or endorsed thereon that if during the Period of Insurance, the Property Insured described in the Schedule, or any part of such Property, be destroyed or damaged by Fire or Lightning, the Company will pay to the Insured the actual value of the property at the time of the happening of its destruction or the actual amount of such damage or at its option to reinstate or replace such property or any part thereof.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured or in the whole Total Sum Insured, or such other sum or sums as may be substituted by memorandum or endorsement attached hereto signed by or on behalf of the Company.

EXTRANEOUS PERILS EXTENSIONS

1. AIRCRAFT

The insurance under this Policy is extended to include loss of or damage to the Property Insured directly caused by aircraft and other aerial devices and/or articles dropped therefrom provided that:

- (a) all the Conditions of the policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.
- (b) this Insurance does not cover loss or damage caused by any aircraft for which permission to land has been given by the Insured.

2. BURSTING OR OVERFLOWING OF WATER TANKS, APPARATUS OR PIPES

The insurance under this Policy is extended to include loss of or damage to the Property Insured directly caused by bursting or overflowing of water tanks, apparatus or pipes from within the building insured or containing the Property Insured but excluding:

- (a) loss or damage whilst the building is untenanted
- (b) loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described buildings
- (c) the first 5% of loss or minimum S\$2,500 of each and every loss.

Provided that all the Conditions of the policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by Fire.

3. DAMAGE BY FALLEN TREES OR BRANCHES

It is hereby declared and agreed that this Policy is extended to cover accidental loss or damage due to Falling Trees or Branches but excluding:

- (a) destruction or damage caused through felling, lopping or topping
- (b) the cost of removing fallen trees or parts thereof except where they have given rise to a valid claim under this Policy
- (c) the first S\$1,000 of each and every claim.

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

The insurance by this policy covers loss or damage (by Fire or otherwise) directly caused by:

- (a) earthquake and volcanic eruption
- (b) hurricane, cyclone, typhoon, windstorm and
- (c) flood (including overflow of the sea) caused by any of the perils mentioned in (a) and (b) above,

subject to the following Excess Clause and Special Conditions.

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

Excess Clause

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

- (a) 1% of the Total Sums Insured against such peril on said buildings by policies in the name of the Insured, or
- (b) S\$2,500

whichever shall be the less.

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

- (i) each building, for which purpose all insured buildings at the same address will be regarded as one building
- (ii) each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

Special Conditions

- (1) The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not [other than loss or damage caused by flood (including overflow of the sea) when such peril is insured against by this Policy] unless the building insured or containing the Property Insured shall first sustain actual damage to the roof or walls of same by the direct force of

- (a) Earthquake and volcanic eruption and/or
- (b) Hurricane, cyclone, typhoon and windstorm

and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

The Company shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such peril is insured against by this Policy and is occasioned by

- (a) Earthquake and volcanic eruption and/or
- (b) Hurricane, cyclone, typhoon and windstorm.

- (2) This Endorsement does not extend the insurance under this Policy to cover:

- (a) consequential loss of any kind other than rent if insured hereby
- (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 provided that these perils are insured against by this Policy
- (d) loss or damage caused by explosion except as provided in Condition 7(h) of the policy
- (e) loss by reason of any ordinance or law regulating the construction or repair of buildings

- (3) The Company shall not be liable under this Extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

- (4) Unless specifically and separately insured, this Endorsement does not cover:

- (a) fences, gates, metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description, goods stored in the open or goods in transit;
- (b) premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are completed and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

5. EXPLOSION

The insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include:

Loss of or damage to the Property Insured by Fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

Provided always that all the Conditions of this Policy (except insofar as Condition 7(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by Fire within the meaning of this Policy.

Special Conditions

- (1) The Company shall not be liable under this Extension for loss or damage occasioned by or through or in consequence directly or indirectly of any acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

For the purpose of this condition 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.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

- (2) If there shall be any other Fire Insurance on the Property Insured under this Policy, the Company shall be liable only pro rata with such other Fire Insurance for any loss or damage by explosion whether or not such other Fire Insurance be extended to cover loss or damage by explosion.
- (3) The Company shall not be liable under this Extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this Extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

6. FLOOD

The insurance under this Policy extends to include loss of or damage to the Property Insured directly caused by flood, which for the purpose of this Extension shall mean the overflowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the Property Insured, but excluding:

- (a) loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm
- (b) loss or damage caused by subsidence or landslip
- (c) loss of or damage to fences, gates, goods stored in the open or goods in transit
- (d) the first 5% of loss or minimum S\$2,500 of each and every loss

Provided that all the Conditions of the policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by Fire.

7. IMPACT BY ROAD VEHICLES

The insurance under this Policy extends to include loss of or damage to the Property Insured and/or to any walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicle not belonging to or under the control of the Insured, or any member of his family or any person in or upon the Insured's service but excluding the first 5% of loss, minimum S\$2,500 of each and every loss provided that all the Conditions of the policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by Fire.

8. RIOT AND STRIKE

In consideration of the payment of an additional premium, it is hereby declared and agreed that notwithstanding anything in the within written policy contained to the contrary, the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the Property Insured directly caused by:

- (1) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in Condition 6 of the Special Conditions hereof.
- (2) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
- (3) the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- (4) the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the

consequences of any such act.

Special Conditions

For the purpose of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the policy the following:

Condition 5

This Insurance does not cover:

- (a) loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- (b) loss or damage resulting from total or partial cessation 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 any building resulting from the unlawful occupation by any person of such building.

Provided nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession.

Condition 6

This Insurance does not cover any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.
For the purpose of this Condition, 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.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

Condition 7

Unless otherwise expressly stated in the policy this insurance does not cover:

- (a) goods held in trust or on commission.
- (b) bullion or unset precious stones.
- (c) any curiosity or work of art.
- (d) manuscripts, plans, drawings or designs, patterns, models or moulds.
- (e) securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books or computer systems records.
- (f) explosives.

Condition 8 (Average)

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this Condition.

Provided that it is hereby further expressly agreed and declared that:

- (a) all the Conditions of this Policy shall apply in all respects to the insurance granted by this Extension save in so far as the same are expressly varied by the above Special Conditions and any reference to Fire in the Conditions of the policy shall be deemed to include the perils hereby insured against.
- (b) the Special Conditions herein shall apply only to the insurance granted by this Extension and the Conditions of the policy shall apply in all respects to the insurance granted by the policy as if this Endorsement had not been made thereon.

General Condition 2 (Cancellation)

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

9. MALICIOUS DAMAGE

In consideration of the payment of an additional premium it is hereby agreed and declared that the insurance under Additional Peril 7 - Riot and Strike Endorsement - shall extend to include MALICIOUS DAMAGE which for the purpose of this Extension shall mean:

"Loss of or damage to the Property Insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition No. 6 of the said Riot and Strike Endorsement but the Company shall not be liable under this Extension for any loss or damage by Fire or Explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereof or caused by any person taking part therein".

Provided always that all the Conditions and Provisions of the said Riot and Strike Endorsement shall apply to this Extension as if they had been incorporated herein.

10. SMOKE DAMAGE

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

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

Further warranted that this insurance does not cover:

- (a) destruction or damage directly or indirectly occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power consequential loss or damage of any kind or description.

11. SPRINKLER LEAKAGE

It is hereby declared and agreed that this Policy is extended to cover Sprinkler Leakage which shall mean destruction or damage caused by water accidentally discharged or leaking from the automatic sprinkler installation for an amount not exceeding S\$10,000 any one accident, provided that the leakage is not a result of the following cause:

- (a) heating caused by Fire;
- (b) repairs or alterations to the buildings or premises;
- (c) the sprinkler installation being repaired, removed or extended;
- (d) freezing in the event of the premises being vacant or unoccupied, or freezing due to the neglect of the Insured;
- (e) the order of the government or of any municipal local or other competent authority;
- (f) subterranean fire;
- (g) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution insurrection or military or usurped power;
- (h) explosion, the blowing-up of building or blasting;
- (i) defects in construction or condition of which the Insured is aware.

CLAUSES/ ENDORSEMENTS

The following Clauses/ Endorsements shall apply.

1. ALTERATIONS AND REPAIRS

Workmen are allowed in or about any premises herein referred to carrying out alterations and repairs without prejudice to the terms of this insurance.

2. ARCHITECTS' SURVEYORS' AND CONSULTANT ENGINEERS' FEES

Architects', Surveyors' and Consultant Engineers' legal and other 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) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by fire or any other peril hereby insured against (but not such fees for preparing a claim hereunder) [provided that the liability for such destruction or damage and fees shall not exceed in the aggregate the sum insured].

Note: If fees are insured by means of a separate item, the words in square brackets are deemed to be omitted.

3. APPRAISEMENT

If the aggregate claim for any one loss does not exceed S\$1,000 or 5% of the sum insured whichever is the lesser amount by the item or items affected, no special inventory or appraisal of the undamaged property shall be required.

If two (2) or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

4. APPROVED ADJUSTERS

It is hereby agreed and declared that any loss under the policy will be assessed by an assessor to be mutually agreed upon.

5. BREACH OF CONDITIONS

The Conditions and Warranties of this Policy shall apply individually to each of the risk insured and not collectively to them. Thus, a breach of any condition or warranty shall void the respective section only and not affect the other sections of the policy in respect of the other risks.

6. BREACH OF WARRANTIES

Any breach of the within warranties without knowledge or consent of the Insured shall not prejudice this Insurance provided notice, in writing be given to the Company immediately upon such breach coming to their knowledge.

7. CAPITAL ADDITIONS

The insurance hereby extends to include alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to property specified in the Schedule for an amount not exceeding 10% of the sum(s) insured hereby or S\$500,000 whichever is the less, it being understood that the Insured undertake to advise the Company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

Note: This Clause is only concerned with Capital Additions and is confined to buildings, fixtures and fittings and/or fixed plant and machinery.

8. COST OF PREPARING CLAIMS

The insurance under this Policy is limited to reasonable charges incurred by the Insured for producing and certifying any information as may be required by the Insured under the terms of Condition 10 of the policy.

9. COST OF RE-ERECTION

The insurance by this Policy extends to include the cost of re-erecting, fitting and fixing machinery and plant in consequence of destruction or damage by any of the perils hereby insured against, provided that the total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

10. DESCRIPTION OF PROPERTY INSURED

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

11. DESIGNATION OF PROPERTY

For the purpose of determining where necessary the column heading under which any property is insured, the Company agrees to accept the designation under which such property has been entered in the Insured's books.

12. ELECTRICAL INSTALLATION CLAUSE 4B

Loss or damage by Fire to the electrical appliances and installation insured under this Policy arising from or occasioned by over-running, excessive pressure, short-circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and conditions of this Policy, but it is expressly understood that no liability exists under this Policy for loss or damage to any electrical machine, apparatus, fixture or fitting, or to any portion of the electrical installation, unless caused by Fire or Lightning.

13. FIRE EXTINGUISHING COSTS EXTENSION

It is hereby agreed and declared that notwithstanding anything in the within policy contained to the contrary but subject to the provisos hereinafter contained, the insurance under this Policy extends to include:

- a. wages of the Insured's employees other than full time members of a Works Fire Brigade
- b. the cost of replenishment of firefighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.

Provided always that the liability of the company in respect of such wages and costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this policy or immediately threatening to involve such property and shall in no case exceed the sum of S\$500.

Provided further that otherwise the insurance under this Endorsement and the policy shall be subject to all the terms, limitations, stipulations, exclusions, provisos and exceptions printed on, expressed in, endorsed upon or attached to the policy and provided also that all of the conditions of the policy (extended in so far as they may be hereby varied) shall apply as if they had been incorporated herein.

14. HAZARDOUS GOODS

Unless otherwise specifically provided in this Policy, hazardous goods usual to the trade and/or business are allowed to be stored in quantities and manner as permitted by law, by-law or municipal regulation.

15. HEATING AND POWER

The use of electric, gas and other lighting, heating and power usual to the trade and occupation are allowed as provided by law, by-law or municipal regulation.

16. INTERNAL REMOVAL

It is understood and agreed that in the event of removal of property from one building to another at any of the aforesaid situation being inadvertently not advised to the Company, the insurance on such property shall follow removal the necessary adjustments in sums insured and premium being made as from the date of removal as soon as the oversight is discovered.

17. LOSS NOTIFICATION

Notwithstanding anything contained herein to the contrary, it is agreed that this Insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

18. LOSS PAYEE

It is hereby declared and agreed that payment in respect of any claim which is indemnifiable under the terms of this Policy shall be made to the Bank, Institution or Firm specified in the Schedule to the extent of their interest concerned and their receipts of such payment shall be considered as full and final discharge to the Company.

19. MISDESCRIPTION

It is understood and agreed that this Insurance shall not be prejudiced by any alteration or misdescription of occupancy provided the Insured shall notify the Company immediately he becomes aware of the same and to pay additional premium if required from the date of the inception of the increased hazard.

20. NON-INVALIDATION

The insurance shall not be invalidated by reason of anything being done or omitted to be done in respect of any portion of the premises not occupied by the Insured whether constituting an increase in risk or not provided that the Insured immediately he becomes aware thereof shall inform the Company of such alteration and pay such reasonable additional premium as the Company may require.

21. OUTBUILDING

The insurance by each item under buildings is understood to include walls, gates and fences, small outside buildings, extensions, annexes, exterior staircase, fuel installations, steel or iron framework and tanks in the said premises and the insurance by each item under contents extends to include the contents of each outbuilding.

22. PAYMENT ON ACCOUNT

It is understood and agreed that in the event of the occurrence of a loss under this insurance, the Company will make payment on account in respect of such loss to the Insured if desired.

23. PREMISES

- a. This Policy extends to cover property described herein whilst in or on platform, alleys, yard, outbuildings and/or in the open-air on the premises described herein;
- b. This Policy extends to cover awnings, blinds, signs or other outdoor fixtures or fittings of any description insured up to S\$10,000.

24. PUBLIC AUTHORITIES CLAUSE

This Policy is extended to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with building regulations or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority provided that:

- (1) the amount recoverable under this extension shall not include
 - (a) the cost incurred in complying with any of the aforesaid regulations or by-laws:
 - (i) in respect of destruction or damage occurred prior to the granting of this extension
 - (ii) in respect of destruction or damage not insured by the policy
 - (iii) under which notice has been served upon the insured prior to the happening of the destruction or damage
 - (iv) in respect of undamaged property or undamaged portions of the property
 - (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations or by-laws not arisen
 - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations or by-laws.
- (2) the work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage or within such further time as the company may (during the said twelve (12) months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid regulations or by-laws so necessitate) subject to the liability of the company under this extension not being thereby increased.
- (3) if the liability of the Company under (any item of) the policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the policy, then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.
- (4) the total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
- (5) all the conditions of the policy except insofar as they may be hereby expressly varied shall apply as if they had been

incorporated herein.

25. REMOVAL OF DEBRIS

On costs and expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the Property Insured by this Policy destroyed or damaged by fire or by any other peril hereby insured against for an amount shown in the Schedule (or 10% of the Sum Insured provided that the liability for such destruction or damage and expenses shall not exceed in the aggregate the Total Sum Insured).

Note: If this item is insured separately, the words in bracket are deemed to be omitted.

26. REINSTATEMENT OF LOSS

In consideration of the Insured undertaking to pay an additional premium at the agreed rate on the amount of loss calculated on a pro-rata basis from the date of such loss to the expiry of the current Period of Insurance, it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

27. REINSTATEMENT VALUE

In the event of the Property Insured under the within policy being destroyed or damaged, the basis upon which the amount payable under the policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the policy except insofar as the same may be varied hereby.

Special Provisions

- a. 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 thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within twelve (12) months after the destruction or damage, or within such further time as the Company may (during the said twelve (12) months) in writing allow; otherwise no payment beyond the amount which would have been payable under the policy if this Memorandum had not been incorporated therein shall be made.
- b. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged, the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this Memorandum had not been incorporated therein.
- c. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then 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 the policy (if more than one) to which this Memorandum applies shall be separately subject to the foregoing provision.
- d. No payment beyond the amount which would have been payable under the policy if this Memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any Property Insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.
- e. This Memorandum shall be without force or effect if:
 - i. the Insured fails to intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged;
 - ii. the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

28. SERVICES

The insurance by this Policy relating to "Machinery" and "Equipment: extends to include telephone, gas, water and electric instruments, meters piping, cabling and the likes and accessories thereof including similar property in adjoining yards or roadways or underground all the property of the insured or of supplies or others for which the Insured is responsible.

29. SUE AND LABOUR

In a case of actual loss, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard the recovery of the property covered hereunder and part thereof without prejudice to this Insurance, nor shall the acts of the Insured or the Company in recovering, saving and preserving the property covered in case of loss be considered a waiver 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.

30. TEMPORARY REMOVAL CLAUSE

The property insured under this Policy is covered (limited to 10% of the sum insured) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway all in the Republic of Singapore or Malaysia.

The amount recoverable under this Extension in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed.

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

- a. motor vehicles and motor chassis;
- b. property (other than machinery and plant) held by the insured in trust.

31. **TENANTS**

Should a tenant of the Insured in any within insured building do or omit to do without the knowledge or consent of the Insured anything which would vitiate any Conditions and/or Warranties, this Section will not be held to be void on that account provided that the Insured shall notify the Company the happening or existence of such act or omission as soon as the same come to his or her knowledge and shall on reasonable demand pay the additional charge for any increase of hazard thereby created according to the established scale of rates for the time such increased hazard may be, or shall have been, assumed by the Company during the continuance of this Insurance.

32. **MORTGAGE**

Loss, if any, under this Policy shall be payable to Bank, Institution or Firm specified in the Schedule as Mortgagees or Assignees of mortgagee interest to the extent of their interest.

It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Property Insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance as soon as any such change, alteration or increase shall come to their knowledge and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

And it is further agreed that whenever the Company shall pay the Mortgagees or said Assignees any sum for loss or damage under this Policy and shall claim that as to the Mortgagor or Owner no liability therefor existed the Company shall at once be legally subrogated to all rights of the Mortgagees or said Assignees to the extent of such payment and the Mortgagees or said Assignees shall do and execute all such further or other acts, deeds, transfers, assignments, instruments and things as may be necessary or be reasonably required by the Company for the purpose of better effecting such subrogation, but such subrogation shall not impair the right of the Mortgagees or said Assignees to recover the full amount of their claim.

Provided that as between the Company and the Mortgagor or Owner of the Property Insured nothing contained in this Clause shall in any way constitute or be deemed to constitute any waiver of, or prejudice or affect any rights which the Company may have against the Mortgagor or Owner of the Property Insured or lessen any obligations which may be imposed on the Mortgagor or Owner of the Property Insured either by or under this Policy or by law and such rights and obligations shall as between the Company and the Mortgagor or Owner of the Property Insured remain in full force and effect.

The Company reserves the right to cancel this Policy at any time as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the Mortgagees or said Assignees for ten (10) days after notice to the Mortgagees or said Assignees of such cancellation and shall then cease and the Company shall have the right on like notice to cancel this agreement.

33. **NON-CANCELLATION**

The Company undertakes to obtain the Mortgagee's consent prior to the cancellation of the policy if instructions have been received to cancel the policy and to advise the Mortgagees immediately of any instructions received to reduce the sum insured during the Period of Insurance. Provided that this will in no way affect the Company's right to cancel the policy.

34. **REGISTERED MORTGAGEE'S INTEREST CLAUSE**

It is hereby understood and agreed that insofar as any property already insured by the Management Corporation under Section 70 of the Building Maintenance and Strata Management Act (or any Amendment, Act or Acts passed in substitution) is concerned this Insurance shall be subject to the following Special Conditions:

Special Conditions

This Insurance is effected by the Insured under Section 73 of the Building Maintenance and Strata Management Act (or any Amendment, Act, Acts passed in substitution) for the interests of the Registered Mortgagees to whom all monies due under the insurance shall be payable subject always to the provisions of the said Act and rights of the Company thereunder. It is hereby agreed that this Insurance shall not be invalidated by any change of occupancy or increase of risk taking place in the Property Insured without the knowledge of the Registered Mortgagees.

It is further understood and agreed that the printed wordings of General Condition 4 and Condition 8 of this insurance are cancelled and are deemed to have been deleted and the Conditions shall now read as follow:

General Condition 4 (Contribution)

If at the time of any loss or damage insured by this Policy there be any other subsisting insurance or insurance effected under or by reason of Section 73 of the Building Maintenance and Strata Management Act (or any Amendment, Act, Acts passed in substitution) covering the same risk and interests (in whole or in part) the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

Condition 8 (Average)

If the interests hereby insured shall at time of any loss or damage be collectively of greater value than the sum insured by the policy, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly.

35. **BUILDING MAINTENANCE AND STRATA MANAGEMENT ENDORSEMENT**

It is expressly understood and agreed that this Policy does not insure any loss or damage which is insured by or would, but for the existence of this Policy, be insured by any insurance effected under or by reason of Section 70 of the Building Maintenance and Strata Management Act (or any Amendment, Acts passed in substitution) except in respect of any excess beyond the amount which

would have been payable under all such insurances had this Policy not been effected. It is noted that General Condition 6 (contribution) of the policy cannot apply to any insurance effected under or by reason of the said Section 70.

Conditions to Section 1

1. Misdescription

If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

2. Receipts

No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

3. Insurance with other Companies

The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

4. Fallen Buildings

All insurance under this Policy:

- (a) on any building or part of the building.
- (b) on any property contained in any building.
- (c) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building,

shall cease immediately upon any fall or displacement:

- (i) of such building or of any part thereof.
- (ii) of the whole or any part of any range of buildings or of any structure of which such building forms part.

Provided that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

And provided that such fall or displacement is not caused by Fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is not caused by Fire as aforesaid shall be upon the Insured.

5. Risks Not Covered

(a) This insurance does not cover:

- (i) loss by theft during or after the occurrence of a fire;
- (ii) loss or damage to property occasioned by its own fermentation, natural heating, spontaneous combustion or by its undergoing any heating or drying process;
- (iii) loss or damage occasioned by or through or in consequence of
 - (1) the burning of property by order of any public authority;
 - (2) subterranean fire;
- (iv) loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

(b) This Insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5(b) only, combustion shall include any self-sustaining process of nuclear fission.

6. This Insurance does not cover any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely:

- a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
- b. mutiny, riot, civil commotion assuming the proportions of or amounting to a popular rising, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened

independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

7. Unless otherwise expressly stated in the policy, this Insurance does not cover:

- (a) goods held in trust or on commission.
- (b) bullion or unset precious stones.
- (c) any curiosity or works of art.
- (d) manuscripts, plans, drawings, or designs, patterns, models or moulds.
- (e) securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books or computer systems records.
- (f) coal, against loss or damage occasioned by its own spontaneous combustion.
- (g) explosives.
- (h) any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of domestic boilers and gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
- (i) any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle and the clearing of lands by fire.

8. Average

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

9. Alterations and Removals

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

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
- (c) If Property Insured be removed to any building or place other than that in which it is herein stated to be insured.
- (d) If the interest in the Property Insured pass from the Insured otherwise than by will or operation of law.

10. Marine Clause

This Insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this Insurance not been effected.

11. Reinstatement

The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other company or insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications measurements, quantities and such other particulars as the Company may require and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any legislation, subsidiary legislation, rules and regulations and any amendment thereto in force affecting the alignment of streets, or the construction of buildings, or the use of the land, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

12. Basis of Settlement

In the event of a loss to the property insured (other than stock or building) herein, the Company shall pay the insured value or the market value of the insured property, whichever is lower, subject to the deduction of any excess and amounts which the insured is required to bear under the Policy. For the purposes of this condition, the term market value shall mean the value of the property insured herein at the time of damage or loss less due allowance for wear and tear and/or depreciation.

13. Time limit

In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

WARRANTIES

The following Warranties only apply when specified in the Schedule.

WARRANTY No. 2

Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit or storage of merchandise.

WARRANTY No. 4

Warranted that during the currency of this Policy the building insured by this Policy is detached by at least 20 feet on all sides from any other building (excluding small outhouses).

HAZARDOUS GOODS WARRANTY No. 6A

Warranted that none of the goods mentioned in the list of hazardous goods annexed hereto shall at any time during the currency of this Policy be in or upon the within mentioned premises, but allowing the storage of such hazardous goods including liquid paints to the extent of 1% only of the total value of stocks, such quantity of hazardous goods not to include more than 6 gallons of petrol or other liquid giving off inflammable vapour flashing below 100°F/38°C or more than 4 cases or 4 cartons of matches and/or 4 cases of fire crackers.

The following Goods are deemed to be Hazardous:

Acetylene (liquid)	Gunpowder	Potassium hydroxide
Bamboo Mats	Hay	Potassium nitrate
Benzine	Hemp	Potassium nitrite
Benzoline	Hessians (other than in bales)	Potassium perchlorate
Bi-Sulphide of Carbon	Jute (in fully pressed bales or otherwise)	Potassium permanganate
Blacks of all kinds (except as provided for in footnote (b))	Kapok (whether in fully pressed bales or otherwise)	Potassium peroxide
Brimstone	Kerosene	Potassium persulphate
Calcium Carbide	Lime, unslaked	Potassium sulphide
Camphine	Matches of all kinds	Prussiate of Potash
Camphor	Mungo	Rags
Candles	Naphtha	Resins
Cartridges	Napthalene	Rockets
Celluloid and Xylonite and other similar substances	Nitrate of Soda	Rock Oil
Charcoal (powdered)	Nitro-Glycerine	Saltpetre
Chlorate of Soda	Oils of all kinds (other than vegetable or essential oils packed in bottles in cases or tins in cases)	Shoddy
Coconut Oil	Oxalate of Potash	Spirits of all kinds not in bottles
Codilla	Paints (liquid) except water and emulsion paints in sealed-metal tins or drums	Stearine
Coir and Coir Yarn	Paraffin	Straw
Copra including copra cake and copra meal	Percussion Caps	Sulphur Dyes or Colours (excluding those packed in air tight metal vessels labelled with a certificate by the manufacturers that the Dyes (or colours) contain at least 10 percent of inert inorganic salts)
Cordite	Petrol	Tallow manufactured or unmanufactured
Cotton (whether in fully pressed bales or otherwise)	Petroleum and its liquid products	Tar
Crackers	Phosphorous	Turpentine
Explosive of all kinds	Pitch	Vanish
Fats	Potassium	Vegetable Fibres of all kinds
Fireworks	Potassium bichromate	Waste of all kinds
Fulminating Powder	Potassium binoxalate*	
Ghee	Potassium chlorate	
Grasses of all kinds	Potassium cyanide*	
Gunny Bags other than in fully pressed bales (see foot note (a))	Potassium ferrocyanide*	
	Potassium ferricyanide*	

*if stored on the same floors as, or on floors above, foodstuffs.

N.B. (a) Broken bales of gunnies for packing or bagging purposes only are allowed without incurring the additional charge for hazardous goods.

N.B. (b) Blacks when stored by themselves in a separate building should be classed as non-hazardous.

HAZARDOUS GOODS WARRANTY No. 6B

Warranted that the storage of paints be allowed but that otherwise during the currency of this Policy no mineral oil or other liquid giving off an inflammable vapour flashing below 200°F/93°C beyond 400 gallons of kerosene oil or other inflammable liquid not giving off an inflammable vapour flashing below 100°F /38°C and/or 6 gallons of petrol or other liquid giving off an inflammable vapour flashing below 100°F/38°C and not more than 4 cases or 4 cartons of matches and/or 4 cases of fire crackers be in or upon the premises.

HAZARDOUS GOODS WARRANTY No. 6C

Warranted that the storage of paints be allowed but that otherwise during the currency of this Policy no mineral oil or other liquid giving off an inflammable vapour flashing below 200°F/93°C beyond 400 gallons of kerosene oil or other inflammable liquid not giving off an inflammable vapour flashing below 100° F /38°C and/or 200 gallons of benzine, petrol or other liquid giving off an inflammable vapour flashing below 100°F/38°C (stored in accordance with the Municipal Regulations) and not more than 4 cases or 4 cartons of matches and/or 4 cases of fire crackers be in or upon the premises.

LICENCE WARRANTY No. 9(a)

Warranted that during the currency of this Policy the Insured shall hold such licence or licences as is or are required by the relevant enactments, subsidiary legislation and rules and regulations made thereunder and any amendment thereto and the Insured shall fully comply with the conditions and requirements thereof at all times.

LICENCE WARRANTY No. 9(b)

Warranted that the Insured shall inform the Company immediately it comes to his knowledge in the event of the occupier of the premises failing to effect or maintain in force such Licence or Licences as is or are required by the Local Municipal or other Authorities.

PETROL USAGE WARRANTY No. 19

Warranted that during the currency of this Policy no process involving the use of petrol or any solution containing petrol or other volatile inflammable liquids will be carried on in the within described premises or in the open air or in any premises within fifty feet thereof which are under the control of the Insured.

Note: The use of oil burning installations is not regarded as a "process" within the meaning of Warranty No. 19.

LAND ACQUISITION WARRANTY

Warranted that the insured Situation is not under notice of acquisition by the relevant Government Authority during the entire Period of Insurance.

Section 2 - Public Liability

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

1. accidental bodily injury (including death or disease) to third parties
2. accidental loss of or damage to property belonging to third parties

happening in connection with the Business and occurring during the Period of Insurance within Insured's Premises and adjacent surrounding in Singapore as specified in the Policy Schedule.

The Company will also pay:

1. legal costs and expenses incurred by the Insured with the written consent of the Company
2. costs and expenses recoverable from the Insured by any claimant.

This coverage shall be triggered subject to Section 1 being payable under the Policy.

Limits of Liability

The Company's liability for all claims shall not exceed the Limit of Liability stated in the Schedule in respect of one occurrence or series of occurrences consequent upon one original cause in respect of all bodily injury loss or damage and in any one Policy Period in respect of all occurrences.

Exclusions to Section 2

The Company will not indemnify the Insured in respect of:

- (a) Liability for bodily injury to any person arising out of or in the course of the employment of such person by the Insured.
- (b) Liability imposed by any Government or other Authority for compensation or reimbursement under any legislation relating to such bodily injury.

- (6) Liability for loss of or damage to property belonging to or in the charge custody or control of the Insured or any member of the Insured's family or household or any employee of the Insured other than personal effects belonging to directors, employees or visitors. Subject to a limit of S\$500 per event and S\$1,000 in the aggregate.
- (7) Liability for rectifying faulty workmanship.
- (8) Expenditure incurred in doing or redoing or making good any work which the Insured has contracted to do.
- (9) Liability for bodily injury or property damage accepted by agreement unless such liabilities would still have arisen if the agreement had not been entered into.
- (10) Liability for bodily injury or property damage caused by any breach of professional duty or any error or omission related to such breach by the Insured or as a consequence of the Insured acting as a Consultant or Professional Advisor providing services, advice, designs, plans, specifications or formulae for a fee or commission.
- (11) Liability for bodily injury or property damage caused by any goods or any containers sold or supplied or repair renovated, let, on hire or handled by the Insured and no longer in the Insured's possession or control.
- (12) Liability for bodily injury loss or damage to property caused by vibration or the removal or weakening of or interference with support to land buildings or any other property.
- (13) Liability for bodily injury loss or damage to property caused by or resulting from explosion of any boiler or other apparatus owned or used by the Insured which is intended to operate under internal pressure due to steam.
- (14) Liability for bodily injury or property damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (15) Liability for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substance.
- (16) Liability for Bodily Injury or Property Damage caused by or in connection with the ownership, possession or use of, by or on behalf of the insured
 - (a) any aircraft, spacecraft or satellite, aerial device, aircraft landing areas, watercraft or hovercraft or the loading or unloading thereof
 - (b) any lift, elevator, escalator, hoist or crane
- (17) Liability for bodily injury or property damage caused by the ownership, maintenance or use by the Insured of any vehicle in respect of which registration and/or insurance is required by virtue of any legislation.
- (18) Fines, Penalties or Exemplary Damages.
- (19) Any judgement delivered by or obtained from a court in any country outside the Republic of Singapore in which the Insured is represented by or through any branch or subsidiary or associated company or companies or by an employee domiciled in such country or by a company or individual holding the Insured's power of attorney. Furthermore, the Company shall not be liable in respect of a judgement or order obtained in the Republic of Singapore for the enforcement of a judgement obtained in such other country.
- (20) Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (21) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to 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. Combustion shall include any self-sustaining process of nuclear fission.

Definitions

- 1 "Insured" is deemed to include the following under this Section
 - (a) The named Insured as specified in the Policy Schedule
 - (b) Any director, partner or employee of the Insured but only whilst acting within the scope of their duties in such capacity.
 - (c) Where the Insured is comprised of more than one party, then any information supplied or any omission or non-disclosure by any one party will be deemed to have supplied, omitted or withheld by and on behalf of all such parties.

- 2 "Vehicle" means any type of machine (including its attachments) on wheels or on self-laid tracks made or intended to be propelled by other than animal or manual power or monorail.
- 3 "Business" means only the Business specified in the Schedule and includes the provision and management of
 - (a) Canteen, social, sports, welfare and childcare facilities for the benefit of the Insured's employees, members or guests.
 - (b) First aid, medical, fire and ambulance services provided by the Insured.

CONDITIONS to Section 2

1. The insured shall take reasonable precautions to prevent Injury and Damage and to comply with all obligations and regulations imposed by any Statute or Authority and to maintain all buildings, furnishing, ways, works, machinery and plant in sound condition.
The Insured shall forthwith cause any defect or danger to be made good or remedied on discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
2. The Insured shall cause all passenger lifts for which the Insured has responsibility to be inspected at its own expense at least once each quarter of the year by a suitably qualified engineer. Any recommendation regarding overhaul, repair or maintenance made during or following such inspection shall be implemented forthwith by the Insured.
3. Upon the happening of any event which may give rise to a claim (regardless of any Excess), the Insured shall forthwith give written notice to the Company with full particulars. Every letter, claim, writ, summons and process shall be forwarded to the Company on receipt. Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy. No admission, offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require.
4. In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause, the Company may at any time subject to any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages, claimant's costs and expenses) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which the Company may be responsible under this Policy in respect of matters prior to the date of such payment.
5. If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one (1) month from the expiry of each Period of Insurance furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured.

General Conditions Applicable to All Sections

1. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.
Unless any such action or suit be commenced within six (6) months of the making of an award the Company shall not be liable to make any payment in excess of the amount of the award.

2. 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. This insurance may also be terminated at the option of the Company by sending seven days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation. The amount to be refundable shall be subject to the minimum premium of \$100 to be retained by the Company.
However, for either of the events mentioned above, we will not refund any premium if:
i). You have reported a claim; or
ii). We have paid a claim; or
iii). You have an outstanding liability under Your Policy during the Period of Insurance

3. Claims Notification

On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within fifteen (15) days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:

- (a) a claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all theseveral articles or items of property damaged or destroyed and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
- (b) particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

4. Contribution

- a) Under Section 1 of the policy, if at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- b) Under Section 2 of the policy, if at the time any claim arises under this Policy there be any other insurance covering the same liability, the Company shall not pay more than its rateable proportion of such claim.

5. Forfeiture

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, 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 or damage be occasioned by the willful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of General Condition 1 of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

6. Notice

Every notice and other communication to the Company required by these Conditions must be written or printed.

7. Rights of the Company

On the happening of any loss or damage to any of the Property Insured by this Policy, the Company may:

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

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim. If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

8. Subrogation of Rights

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

Memorandum Applicable to All Sections

1. Condition Precedent

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

- a. for the risk insured, the name 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 name 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 risks 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 incept.

2. CRTPA Exclusion Clause

It is hereby understood and agreed that a person who is not a party to this Policy contract shall have no right under the Contracts

(Rights of Third Parties) Act 2001 to enforce any of its terms.

3. Communicable Disease Endorsement (LMA 5393) - Property

1. 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.
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:
 - 2.1 for a communicable disease, or
 - 2.2 any property insured hereunder that is affected by such communicable disease.
3. As used herein, a communicable disease means any disease which can be transmitted by means of any substance or agent from any organisms to another organism where:
 - 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
 - 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
 - 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.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

4. Communicable Disease Exclusion LMA5396 - Liability

- (a) 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.
- (b) 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.
- (c) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organisms to another organism where:
 - (i) 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
 - (ii) 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
 - (iii) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

5. Cyber Risks Exclusion - Liability

It is hereby understood and agreed that this Policy shall not indemnify the insured in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the internet, intranet, extranet and/or via the insured's own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

6. Electronic Date Exclusion

It is hereby understood and agreed that this Policy does not cover any loss of or damage or any legal liability directly or indirectly caused by or consisting of or arising from the failure or inability of any computer, electronic equipment, data processing or media, microchip, embedded chip, integrated circuit or similar device, or firmware or any computer software whether the property of the Insured or not, occurring at any time to:

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

But this shall not exclude subsequent loss of or damage not otherwise excluded, which itself results from a defined peril.

The words "defined peril" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot

and strike, malicious damage, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal where such loss of or damage is insured by the policy.

7. Force Majeure

The Company may, on such notice in writing, terminate this Policy if the Company is or becomes prevented from performing its obligations under the Policy due to:

- a. Acts of God
- b. outbreaks of war, hostilities, riot, civil commotion, strikes, acts of terrorism
- c. the act of any government or authority (including sanctions, embargoes, refusals or revocations of any licence or consent)
- d. outbreak of any communicable disease
- e. fire, storm, tempest or flood
- f. default or failure of a third-party or
- g. any cause or circumstance whatsoever beyond the Company's reasonable control.

8. IT Clarification

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

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

Consequently the following are excluded from this Policy:

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

9. Property Cyber and Data Exclusion (LMA 5401)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy exclude any:
 - 1.1 Cyber Loss;
 - 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. regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. 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.
5. 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.
6. Cyber Incident means:
 - 6.1 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
 - 6.2 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.
7. Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, 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.
8. 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.

10. PAYMENT BEFORE COVER WARRANTY

- (1) The premium due must be paid to the Company (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer or the intermediary when one of the following acts takes place:

- (a) Cash or honoured cheque for the premium is handed over to the Insurer or the intermediary;
 - (b) A credit or debit card transaction for the premium is approved by the issuing bank;
 - (c) A payment through an electronic medium including the internet is approved by the relevant party;
 - (d) A credit in favour of the Insurer or the intermediary is made through an electronic medium including the internet.
- (2) In the event that the total premium due is not paid to the Insurer (or the intermediary through whom this Policy was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
- (3) In respect of insurance coverage with Free Look provision, the policyholder may return the original policy document to the Insurer or intermediary within the Free Look period if the policyholder decides to cancel the cover during the Free Look period. In such an event, the policyholder will receive a full refund of the premium paid to the Insurer provided that no claim has been made under the insurance and the cover shall be treated as if never put in place.

11. Premium Payment Warranty

- (2) Notwithstanding anything herein contained but subject to clause (2) hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Insurer (or the intermediary through whom this Policy was effected) within 60 days of the inception date of the coverage under the Policy, Renewal Certificate or Cover Note.
- (3) In the event that any premium due is not paid and actually received in full by the Insurer (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then:
- (a) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day period;
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
 - (c) the Insurer shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$100.00
- (4) If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Insurer (or the intermediary through whom this Policy was effected) within the period of insurance.

12. PDPA Clause (Individual)

In accordance with the provisions of the Personal Data Protection Act 2012 ("PDPA"), the UOI's Privacy Notice shall form part of the terms and conditions of this policy.

A copy of UOI's Privacy Notice can be found at www.oui.com.sg

13. Sanction Limitation and Exclusion

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Singapore, the European Union or United Kingdom or United States of America.

14. Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

15. Total Asbestos Exclusion

Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.