

United Property Protection Policy

United Property Protection (UPP) Policy

THIS MASTER POLICY NUMBER: 9520210001, PROVIDES THE TERMS, EXCLUSIONS AND CONDITIONS APPLICABLE TO THE UPP POLICY.

Automatic Renewal

All insurance as evidenced by certificates issued in conjunction with this Policy, will be renewed automatically each year during the terms of the mortgage with United Overseas Bank Limited, unless the insurance is terminated or cancelled.

Notice

The Insured is required to inform the Company when major renovation works are carried out in the Property Insured or when the Property Insured is left unoccupied for a period of thirty (30) days (as indicated under 2(c)(ii) of the General Conditions of this Policy).

Claim Notification

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:

United Overseas Insurance Limited
146 Robinson Road
#02-01 UOI Building
Singapore 068909
Tel: (65) 6222 7733
Email: claim@uoi.com.sg
Co. Reg. No. 197100152R

Business Hours

Monday to Thursday	8:45am to 5:45pm
Friday	8:45am to 4:45pm

We are closed on weekends and public holidays.

CONTENT

It is important that you understand the coverage described in this Policy. Please read your policy details carefully to make sure all the information in your policy is complete and correct. If you need to change anything, please contact us immediately.

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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 or 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 thereafter contained and has paid or agreed to pay the premium as consideration for such insurance.

DEFINITIONS

For the purpose of this Policy:

1. **Building Improvements** shall include but are not limited to interior renovation, decoration and fixtures, fittings and other additions made to the building such as built-in cabinets, wardrobes, air-conditioners and the likes.
2. **Company/ We/ Us/ Our/ Ourselves** refers to United Overseas Insurance Limited.
3. **Insured/ You/ Your/ Yourself** refers to the Insured under the terms of this Policy.
4. **Proposal** shall mean any signed proposal form and declaration and any information in connection with this insurance supplied by or on behalf of the Insured in addition thereof or in substitution therefor.

Insurance Benefits

Section A - The Property Insured

Item 001 - The building of first-class construction inclusive of fixtures and fittings forming part of the building.

The Company will by payment or at its option by reinstatement or repair indemnify the Insured against loss of or damage to the Property Insured caused by:

1. **Fire** but excluding:
 - (a) its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process;
 - (b) subterranean fire;
 - (c) burning of property by order of any public authority;
 - (d) loss or damage caused by or in consequence of the burning whether accidental or otherwise of forests, bush or jungle and the clearing of lands by fire.
2. **Lightning**
3. **Explosion** but excluding:
 - (a) loss or damage to boilers, economizers or other vessels, machinery or apparatus (other than air compressor) in which pressure is used or their contents resulting from their explosion;
 - (b) loss or damage occasioned by or through or in consequence, directly or indirectly, of acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation. For the purpose of this sub-section, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings, where the Company alleges that by reason of the provisions of this sub-section 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.
4. **Aircraft and other aerial devices and/or articles dropped therefrom**

5. **Bursting or overflowing of water tanks, pipes or apparatus** from within the building insured but excluding:
 - (a) damage thereto;
 - (b) loss or damage whilst the building is untenanted;
 - (c) loss or damage by water discharged or leaking from any automatic sprinkler installation;
 - (d) the first S\$200 for each and every loss.
6. **Earthquake, volcanic eruption, hurricane, cyclone, typhoon, windstorm and flood** (including overflow of the sea) caused by these perils but excluding:
 - 1) consequential loss of any kind other than rent insured hereby;
 - 2) loss or damage caused by hail whether driven by wind or not;
 - 3) loss or damage caused by subsidence or landslip except when this loss is occasioned by earthquake or volcanic eruption;
 - 4) loss by reason of any ordinance or law regulating the construction or repair of building;
 - 5) loss or damage caused by water or rain, whether driven by wind or not (other than loss or damage caused by flood as insured by this Policy) unless the building insured shall first sustain actual damage to the roof or walls by the direct force of earthquake, volcanic eruption, hurricane, cyclone, typhoon, windstorm and flood;
 - 6) premises in the course of construction, reconstruction or repair unless all outside doors, windows and other opening thereto are completed and protected against the perils insured and provided such premises is specifically and separately insured;
 - 7) the first 1% of the total sum insured or S\$400 of each and every loss whichever shall be the less.
7. **Impact by any road vehicles** not belonging to or under the control of the Insured or any member of his family or any person in the Insured's service but excluding the first S\$50 of each and every loss.
8. **Riot and strike** which for the purpose of this Policy shall mean:
 - (a) 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);
 - (b) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequence of any such disturbance;
 - (c) the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out;
 - (d) the action of any lawfully constituted authority in preventing or attempting to prevent such act or in minimising the consequence of any such act

but excluding:

- (i) loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever;
- (ii) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- (iii) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (iv) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any persons of such building;
- (v) loss or damage occasioned by or through or in consequence, directly or indirectly of:
 - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power;
 - acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this sub-section, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting 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.

9. **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 (v) of Riot and Strike's provisions but excluding 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 thereon.

10. **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 or damage to fences, gates, goods stored in the open or goods in transit;
 - (d) the first S\$1,000 of each and every loss.
11. **Fallen Trees**
- It is hereby declared and agreed that this policy is extended to cover accidental loss of or damage due to falling trees 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 for each and every loss.

Item 002 - Loss of rent up to 10% of Item 001

The Company will indemnify the Insured for loss of rental income in respect of the Property Insured and/or reasonable additional expenses necessarily incurred by the Insured for alternative accommodation in consequence of the Property Insured being so damaged by any of the peril hereby insured as to be rendered uninhabitable but only in respect of the period necessary for reinstatement and not exceeding in the aggregate ten (10) per cent of the sum insured under Item 001.

Item 003 - Professional Fees and Removal of Debris up to 10% of Item 001

The Company will indemnify the Insured for:

- (a) 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 any peril hereby insured; and
- (b) Professional fees such as 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 any peril hereby insured against (but not such fees for preparing a claim hereunder).

Provided that the total liability of the Company under Item 003 (a) and (b) shall not exceed in the aggregate ten (10) per cent of the sum insured under Item 001.

Item 004 - On Building Improvements, fixtures, fittings, furniture and other contents therein.

This item is not covered in the Policy unless specified in the Schedule.

The Company will by payment or at its option by reinstatement or repair indemnify the Insured against loss of or damage to the Property Insured under Item 004 caused by the same insured perils as Item 001.

Extensions applicable to Section A

1. Mortgagee (Chargee)

Loss, if any, payable to United Overseas Bank Limited as Mortgagee (Chargee) as interest may appear and this insurance, as to the interest of the Mortgagee (Chargee) only therein, shall not be invalidated by any act or neglect of the Mortgagor (Chargor) or the owner of the within described property nor by any foreclosure or other proceedings or notice of sale relating to the property or by the occupation of the premises for purpose more hazardous than are permitted by this Policy or by the non- occupation thereof or by any other increase of risk taking place in Property Insured hereunder. Provided that, in case the Mortgagor (Chargor) or Owner shall neglect to pay any premium due under this Policy the Mortgagee (Chargee) shall on demand pay the same. Provided also that the Mortgagee (Chargee) shall notify the Company of any non-occupancy or any change of ownership or occupancy or increase of hazard which shall come to the knowledge of the said Mortgagee (Chargee) and unless permitted by this Policy it shall be noted thereon and the Mortgagee (Chargee) shall on demand pay the premium for such increased hazard for the term thereof otherwise this Policy shall be null and void.

And it is further agreed that whenever the Company shall pay the said Mortgagee (Chargee) any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor (Chargor) or Owner no liability therefor existed, the Company shall become legally subrogated to all rights of the Mortgagee (Chargee) to the extent of such payment but not so as to impair the right of the said Mortgagee (Chargee) to recover the full amount of any claim it may have on such Mortgagor (Chargor) or Owner or on any other party or parties insured hereunder or from any securities or funds available.

N.B. - When the interest is that of Chargee and Chargor the words in brackets are deemed to be inserted in place of Mortgagee and Mortgagor.

2. Outbuilding

The insurance by each item under building is understood to include walls, gates and fences other outdoor fixtures and fittings, 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.

3. 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

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch 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.
2. 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.
3. 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.

4. 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.
5. This Memorandum shall be without force or effect if:
 - (a) the Insured fails to inform 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;
 - (b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

Memorandum applicable to Section A

Memorandum A

It is hereby declared and agreed that in the event of this Master Policy being discontinued, the Company's liability shall continue in connection with such properties to which the insurance have already attached until the expiry date shown in the Certificate of each UPP Policy.

Subject otherwise to the Terms and Conditions of this Policy.

Memorandum B - Applicable to properties governed by the Building Maintenance and Strata Management Act

It is hereby 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, Act, Acts passed in Substitution) except:

- (a) In respect of any excess beyond the amount which would have been payable under all such insurances had this Policy not been effected; or
- (b) In the event of the failure of any insurance or insurances so effected to indemnify the insured.

Provided always that the maximum liability of the Company under this Memorandum shall not exceed the total sum insured stated in the Certificate of UPP Policy.

Subject otherwise to the Terms and Conditions of this Policy.

Warranties applicable to Section A

The following Warranties only apply when specified in the Schedule.

Land Acquisition

Warranted that the Insured Situation is not under notice of acquisition by the Relevant Government Authority during the entire currency of the Policy.

Subject otherwise to the Terms and Conditions of this Policy.

Warranty 2 - applicable to premises occupied as dwellings and offices. 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.

Subject otherwise to the Terms and Conditions of this Policy.

Warranty 6A - applicable to premises occupied as shops only.

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.

Acetylene (liquid)
 Bamboo Mats
 Benzine Benzoline
 Bi-Sulphide of Carbon
 Blacks of all kinds
 (except as provided for foot note (b))
 Brimstone
 Calcium Carbide
 Camphine
 Camphor
 Candles
 Cartridges
 Celluloid and Xylonite
 and other similar
 substances
 Charcoal (powdered)
 Chlorate of Soda
 Coconut Oil
 Codilla
 Coir and Coir Yarn
 Copra
 (including copra cake and copra meal)
 Cordite
 Cotton
 (whether in fully pressed bales or
 otherwise)
 Crackers
 Explosive of all kinds
 Fats
 Fireworks
 Fulminating Power
 Ghee
 Grasses of all kinds
 Gunny Bags other than fully
 pressed bales
 (see foot note (a))

Gunpowder
 Hay
 Hemp
 Hessians (other than in bales)
 Jute
 (in fully pressed bales or otherwise)
 Kapok
 (whether in fully pressed bales or otherwise)
 Kerosene
 Lime, unslaked
 Matches of all kinds
 Mungo
 Naphtha
 Naphthalene
 Nitrate of Soda
 Nitro-Glycerine
 Oils of all kinds
 (other than vegetable or essential oils
 packed in bottles in cases of tins in cases)
 Oxalare of Potash
 Paints (liquid)
 except water and emulsion
 paints in sealed-metal tins or
 drums
 Paraffin
 Percussion Caps
 Petrol
 Petroleum and its liquid
 products
 Phosphorous
 Pitch
 Potassium
 Potassium bichromate
 Potassium binoxalate*
 Potassium chlorate
 Potassium cyanide*

Potassium ferrocyanide*
 Potassium ferricyanide*
 Potassium hydroxide
 Potassium nitrate
 Potassium nitrite
 Potassium perchlorate
 Potassium permanganate
 Potassium peroxide
 Potassium persulphate
 Potassium sulphide
 Prussiate of Potash
 Rags
 Rockets
 Rock Oil
 Saltpetre
 Shoddy
 Spirits of all kinds not in
 bottle
 Stearine
 Straw
 Sulphur Dyes or Colours
 (excluding those packed in airtight metal
 vessels labelled with a certificate by the
 manufacturers that the Dyes (or colours)
 that contain at least 10 percent of inert
 inorganic salts.)
 Tallow manufactured or
 unmanufactured
 Tar
 Turpentine
 Varnish
 Vegetable Fibres of all kinds
 Waste of all Kinds

*If store on the same floor as or on floors above foodstuffs.

NB:

- (a) Broken bales of gunnies for packing or bagging purposes only are allowed without incurring the additional charges for hazardous goods.
- (b) Blacks when stored by themselves in a separate building should be classed as non-hazardous.

Subject otherwise to the Terms and Conditions of this Policy.

SECTION B - LIABILITY TO THE PUBLIC

The Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses for which the Insured may be held liable as owner of the Property Insured in respect of accidents occurring during the Period of Insurance directly caused by any defect in the building or in the building's fixtures and fittings or in the walls, gates, fences and trees around and pertaining thereto.

The liability of the Company for damages and claimant's costs and expenses in respect of one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause shall not exceed the Limit stated in the Certificate of UPP Policy. The Company will in addition pay all costs and expenses incurred with its written consent.

Special Exclusions under Section B

The Company shall not be liable under this Section in respect of:

1. Injury or Damage caused directly or indirectly by or arising in connection with:
 - (a) the Insured's profession or business;
 - (b) the ownership, possession or use by or on behalf of the Insured of mechanically propelled vehicles, locomotives, aircraft, aerial devices, hovercraft, water-borne craft, lifts or elevators;
 - (c) foul berthing;
 - (d) the carrying out of alterations, additions, repairs or decorations to the Property Insured;
 - (e) pollution or contamination.
2. Damage to:
 - (a) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support;
 - (b) property belonging to or held in trust by or in the custody or control of the Insured or of a member of his family or household or of a person in his service;
 - (c) the part of any property worked upon and arising out of such work.
3. Injury to any Employee or member of the Insured's family or household.

4. Any claim arising out of:
 - (a) any Workmen's Compensation law;
 - (b) liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement;
 - (c) advice, design or specification.
5. Fines, penalties or punitive, exemplary, aggravated or multiple damages.
6. 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.

For the purpose of this Section:

1. **Injury** shall mean bodily injury and shall include death, disease or illness;
2. **Damage** shall include loss;
3. **Property** shall mean material property;
4. **Employee** shall mean any of the following while working for the Insured:
 - (a) person under a contract of service or apprenticeship with the Insured;
 - (b) person employed by labour only sub-contractors;
 - (c) self-employed person; or
 - (d) person hired from any public authority company, firm or individual.

MEMORANDUM APPLICABLE TO ALL SECTIONS

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 incepts.

Contracts (Rights of Third Party) Act 2001

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.

Communicable Disease Endorsement – Property Damage (LMA5393)

1. This Policy, subject to applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.
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).

Subject otherwise to the Terms and Conditions of this Policy.

Communicable Disease Exclusion – Liability (LMA5396)

1. Notwithstanding any provision to the contrary within this policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, 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.
2. For the purposes of this Endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence 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.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 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 bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Subject otherwise to the Terms and Conditions of this Policy.

Property Cyber and Data Exclusion (LMA 5401)

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes 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
7. 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.

Computer System means:

- 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by the Insured or any other party.
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.

Subject otherwise to the Terms and Conditions of this Policy.

Electronic Date Exclusion

It is hereby understood and agreed that this Policy will not pay for any damage, consequential loss or 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:

- (a) correctly recognise any date as its true calendar date;
- (b) 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;
- (c) 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, damage or consequential loss 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, damage or consequential loss is insured by the Policy.

Subject otherwise to the Terms and Conditions of this Policy.

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:

1. Loss of or 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 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.

2. 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.

Subject otherwise to the Terms and Conditions of this Policy.

PDPA Clause (Individual)

In accordance to 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.uoi.com.sg

Policy Owners' Protection Scheme

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

Payment Before Cover Warranty

1. The premium due must be paid to the Insurer (or the intermediary through whom this Policy or Bond 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 or Bond was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever 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. Free Look provision does not apply to Bond.

Premium Payment Warranty

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the 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.
2. 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\$25.
3. 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.

Sanction and Limitation Exclusion Clause

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, United Kingdom or United States of America.

Subject otherwise to the Terms and Conditions of this Policy.

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 exclusion 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 exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 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 exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Subject otherwise to the Terms and Conditions of this Policy.

Total Asbestos Exclusion

It is hereby understood and agreed that this Policy shall not apply to and does not cover 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.

Subject otherwise to the Terms and Conditions of this Policy.

GENERAL EXCLUSIONS

This Policy does not cover:

1. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- (c) any legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from:
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of

- nuclear fuel;
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2. Loss, damage or liability directly or indirectly occasioned by or happening through war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

Mutiny, riot, 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.

GENERAL CONDITIONS

1. **Observance**

The liability of the Company shall be conditional upon the observance of the Insured of the terms, provisions, conditions and endorsements of this Policy.

2. **Changes in Risk**

This insurance shall cease to be in force:

- (a) if there is 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, so far as it relates to property affected by any such misdescription, misrepresentation or omission;
- (b) upon any fall or displacement of any building or of any part thereof or of the whole or part of any range of buildings or of any structure of which such building forms part;

- (c) the following circumstances 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:
 - (i) 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 or any of the peril hereby insured
 - (ii) if the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days;
 - (iii) if Property Insured be removed to any building or place other than that in which it is herein stated to be insured;
 - (iv) if the interest in the Property Insured pass from the Insured otherwise than by will or operation of law.

3. Other Insurances

- (a) If at the time of any loss, damage or liability covered by this Policy there shall be any other insurance covering such loss, damage or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
- (b) This insurance does not cover any loss of 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.

4. Average (Not applicable to item 004)

If the property hereby insured shall, at the time of any loss, 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 Schedule shall be separately subject to this Condition.

5. Claims Procedure (Insured's duties)

The Insured shall on the happening of any loss of or damage to the Property Insured give immediate notice thereof in writing to the Company and shall at his own expense within thirty (30) days after the happening of such loss or damage deliver to the Company a claim in writing with such detailed particulars and proofs as may be reasonably required.

6. Claims Procedure (Company's rights)

The Company shall be entitled:

- (a) on the happening of any loss of or damage to the Property Insured to enter any building where the loss or damage has happened and to take and keep possession of the Property Insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company shall be proof of leave and licence for such purpose. No property may be abandoned to the Company.
- (b) to undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

7. Precautions

The Insured shall use all reasonable diligence and care to keep the premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for any injury, loss or damage caused by a defect which the insured has failed to remedy after having received notice of such defect either from the Company or any person or public body.

8. 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 wilful 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 any Arbitration taking place in pursuance of the 11th Condition of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefits under this Policy shall be forfeited.

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.

9. 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 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.

10. Cancellation

This Insurance may be terminated at the request of the Insured by giving the Company thirty (30) days' prior notice, in which case the Company will retain the customary short period rate for the time the Policy has been in force.

11. 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 any award, the Company shall not be liable to make any payment in excess of the amount of the award.

12. Jurisdiction

The indemnity under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.

13. Choice of Law

This Policy shall be governed by and construed in accordance with the law of Singapore and each party agrees to submit to the exclusive jurisdiction of Singapore.

14. 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;
- g) any cause or circumstance whatsoever beyond the Company's reasonable

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