

# EQ HomeGUARD *PLUS*

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## Insurance Policy

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### IMPORTANT NOTICE

Please read this Policy carefully and if there are any ambiguous terms or areas of uncertainty or if it is not in accordance with your requirements, kindly contact EQ Insurance Company Limited.

This Policy, the Policy Schedule, any Endorsement and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear.

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## **INTRODUCTION**

To ensure maximum protection and benefits from the Policy, please read the policy carefully and return it to the Company immediately if it is not in accordance with your requirements. The base currency for this insurance is Singapore Dollars (S\$).

The Proposal made by the Insured shall be the basis of the Contract. This Policy, the Policy Schedule, any Endorsement and Memoranda shall be read as one contract and any words or expressions to which a specific meaning has been attached in any of them shall have the same meaning wherever they appear.

In consideration of the Insured having paid or agreed to pay us the first premium, and any subsequent premiums required, we will provide cover shown in the sections of the Policy you have chosen, up to the sum insured or limits of indemnity stated in the Schedule, subject to terms, provisions, exclusions and conditions herein and endorsed hereon.

If there are any changes that may affect the insurance provided, please notify us immediately.

## GENERAL DEFINITIONS

The following definitions apply to this Policy:

Term	Meaning
The Insured / You / Your	The person(s) named as the Insured in the Policy Schedule.
We / Our / Company	EQ Insurance Company Limited.
Period of Insurance	As stated in the Policy Schedule and each subsequent period for which the Policy is renewed.
Situation / Home	The situation of the risk specified in the Policy Schedule.
Policy Schedule / Schedule	The typed sheet attaching to this Policy providing details of the subject matter being insured.
Excess	The portion of claim for which the Insured is liable.

## ACCIDENT / ACCIDENTAL

A sudden, unforeseen event which occurs at an identifiable time and place during the Period of Insurance and which must be the only cause of injury or property damage, whichever applies.

## BODILY INJURY

Physical damage or harm to the body sustained by an Insured Person caused directly and solely due to an Accident, and not due to any medical condition, sickness or disease, mental disorder or any naturally occurring condition, or the result of any gradually operating cause.

## BUILDING

The physical structure of the house, apartment or residential flat at the Situation as described in the Policy Schedule occupied as private dwelling constructed of concrete, brick or stone and roofed with concrete, asphalt, tiles, slate, metal or sheets or slabs composed entirely of incombustible mineral ingredients, unless specially mentioned in the Schedule. The Building shall deem to include fixtures and fittings and renovations / improvements attached to it, which were originally part of the Home or made by any former owner(s) of the Home in the Schedule, garages, out-buildings, hard courts and in-ground pools, drive paths, patios, terrace, landscaping and the walls, gates and fences around it but excluding foundations and drains. It shall exclude all common areas and / or facilities that are provided by the property developer or HDB for common use or such areas and / or facilities that are under the care of the Town Council or MCST.

## CONTENTS

These refer to:

- A) TV, radio aerials, aerial fittings or masts and satellite dishes;
- B) Any movable household items such as furniture, refrigerators, washing machines and the like, audio / video / photographic / sports / electrical / electronic equipment and musical instruments;
- C) Cash, cheques, postal orders, bank drafts, tickets, saving stamps and certificates, premium bonds, current postage stamps or gift tokens, credit cards, stored value cards, documents, entire book(s) of stamp collection, manuscripts, medals and coins, all whilst held for private purposes up to an amount of S\$500 in total;

These shall exclude:

- A) landlord's fixtures and fittings;
- B) any living creature or plant other than as specially provided by the Policy;

- C) motor vehicles, motor cycles, caravans, trailers, watercraft, aircraft or their accessories / parts normally and / or whilst in / on any of them;
- D) property owned or held in trust in connection with any business, profession or trade.
- E) pedal cycle, PAB, PMA, PMD, and / or any mechanically propelled vehicles / devices, aerial devices / drones.
- F) property defined as Valuables.

## DOMESTIC SERVANT

This means a person employed by the Insured or any of his Family Members for household duties and who resides in the residence of the Insured.

## FAMILY

This means your spouse, child or children and relatives residing permanently with you at the Situation.

## LOSS OF LIMBS

This means complete severance of hand at or above the wrist or foot at or above the ankle.

## LOSS OF SIGHT

This means permanent, total and irrecoverable loss of sight as certified by a qualified Medical Practitioner.

## LOSS OF SPEECH AND HEARING

This means permanent, total and irrecoverable loss of speech and sense of hearing as certified by a qualified Medical Practitioner.

## LOSS OF USE

This means permanent, total and irrecoverable loss in terms of physical incapacity or disability and not in terms of professional or occupation incapacity or disability of the Insured.

## PEDIGREE (DOG AND / OR CAT)

Having a recorded line of descent from one showing pure breeding and evidenced by a certificate issued by the pedigree pet breeder.

## PERSONAL EFFECTS

Articles of personal use designed specifically to be worn or carried on the person such as clothing, jewellery, watches & camera equipment but excluding Money, mobile phones, any portable devices such as laptops and digital tablets, pedal cycles, PAB, PMA, PMD, and/or any mechanically propelled vehicles/devices, aerial devices/drones and any items which are used in connection with any business profession or employment. Any item that is insured under a separate policy is also excluded.

## PERSONAL MOBILITY AID (PMA)

A mobility device with at least 3 wheels (whether motorized or otherwise) that a physically-handicapped person uses to travel. This includes wheelchairs and mobility scooters, but excludes motor vehicles capable of being licensed under the Road Traffic Act.

## PERSONAL MOBILITY DEVICE (PMD)

PMD as defined in the Active Mobility Act 2017 of Singapore.

## POWER-ASSISTED BICYCLE (PAB)

PAB as defined in the Active Mobility Act 2017 of Singapore

## RENOVATION AND IMPROVEMENTS

This shall refer to renovations, improvements, fixtures, fittings and decorations by the Insured. It will also include immovable household items such as built-in cabinets, cupboards and air-conditioning systems.

## VALUABLES

This shall mean miscellaneous articles of jewellery, gold, silver or other precious metals, precious stones, curios, pictures or other works of art, furs, carpets, rugs, fine glassware, crystal, antiques, watches, cameras, photographic equipment and portable audio / video equipment specifically insured under Section 4 of the Policy.

## INSURED PERILS

Refers to the following:

- A) Fire but, excluding loss or damage by:
  - i) its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process;
  - ii) subterranean fire;
  - iii) burning of property by order of any public authority;
- B) Lightning
- C) Flood which 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 containing the property insured.
- D) 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 Situation of Risk but not smoke from fire-places or industrial apparatus.
- E) Riots and strikes, locked-out workers or persons taking part in labour disturbances or malicious persons not acting on behalf of or in connection with any Political Organisation 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 of such Building.
- F) Impact damage by:
  - i) aircraft or other aerial devices or articles falling from them;
  - ii) road vehicles not belonging to or under the control of the Insured or any of his Family Members or animals;
  - iii) falling trees or branches, but not loss or damage caused by felling or lopping of trees by or for you or on your behalf;
  - iv) television / radio aerials or masts due to their breakage or collapse.
- G) Domestic explosion but excluding 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.
- H) Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon and Windstorm but excluding:
  - i) consequential loss of any kind;

- ii) loss or damage caused by hail whether driven by wind or not;
  - iii) loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption;
  - iv) loss by reason of any ordinance or law regulating the construction or repair of building.
  - v) Loss or damage to any Insured property whilst the Building is in the course of construction, reconstruction or repair (unless all outside doors, windows and any other openings thereto are complete and protected against such Insured Peril(s).
- I) Bursting or Overflowing of Water Tanks, Apparatus or Pipes from within the building insured or containing the property insured but excluding damage thereto and / or tracing, hacking and/or replacement of water tanks, apparatus or pipes unless the loss is due to fire.
  - J) Water Discharge or Leaking from any Automatic Sprinkler Installation in the insured building or containing the property insured but excluding damage thereto.
  - K) Theft due to forcible and violent breaking into or out of the Building or any attempt thereat, but not theft:
    - i) by you, your family members, your tenants or your domestic servants or where any part of the Building has been let or sub-let;
    - ii) whilst the Building is awaiting or undergoing renovation, maintenance, alteration or extension, construction or demolition.
    - iii) where the building is left unattended or unoccupied in excess of 90 consecutive days, unless with our written agreement;
    - iv) of property in a damaged or imperfect condition prior to the loss of damage occurring.
    - v) due to unexplained loss or disappearance.

## SECTION 1 - BUILDING

### 1. Cover

In the event of loss or damage to the insured Building by an Insured Peril, the Company will indemnify you the value of the property at the time of the loss or the amount of the damage or at our option reinstate, repair or replace such property or any part thereof, up to the sum insured stated in the Schedule.

### 2. Basis of Insurance

It is a condition that the sum insured for this Section will at all times be maintained by you at not less than the full reinstatement value of the Building (which means the cost of replacing the property insured in the same form on "new for old" basis without deduction for wear, tear and depreciation).

### 3. Reinstatement Value

The payment for damage shall be the actual cost and expense to reinstate, repair or to replace damaged insured property on the same site, but not superior to or more extensive than the condition when new, provided:

- A) All other property insurance covering insured property at the time damage occurs also provide for the same basis of payment, otherwise payment shall be the Indemnity Value;
- B) The work of reinstatement or repair or replacement is commenced and carried out and completed within 12 calendar months (or such time that we may agree to in writing) from the date of loss; otherwise the amount payable shall be the Indemnity Value at the time property damage occurs.
- C) If at the time of reinstatement or repair or replacement the sum insured is less than 85% of the Replacement Value of insured property, then you shall be deemed your own insurer for the difference and shall bear a proportionate share of the loss amount

- D) We shall not be bound to reinstate, repair or replace exactly but only as circumstances permit and in reasonably sufficient manner.

If you are unwilling or unable to reinstate, repair or replace the damaged property, then the damage shall be settled at Indemnity Value.

For this purpose, "Indemnity Value" shall mean the reinstatement, repair or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The value will be calculated by deducting depreciation & / or betterment from the reinstatement, repair or replacement value of the insured property.

#### 4. Limit of Liability

Our maximum liability in the aggregate for all claims in respect of this Section shall not exceed the sum insured specified in the Schedule.

## SECTION 2 - RENOVATIONS / IMPROVEMENTS

### 1. Cover

In the event of loss or damage to the insured Renovations / Improvements by an Insured Peril, we will indemnify you the value of the property at the time of the loss or the amount of the damage or at our option reinstate, repair or replace such property or any part thereof, up to the sum insured stated in the Schedule.

### 2. Basis of Insurance

It is a condition that the sum insured for this Section will at all times be maintained by you at not less than the full reinstatement value of the Renovations / Improvements (which means the cost of replacing the property insured in the same form on "new for old" basis without deduction for wear, tear and depreciation).

### 3. Reinstatement Value

The payment for damage shall be the actual cost and expense to reinstate, repair or to replace damaged insured property on the same site, but not superior to or more extensive than the condition when new, provided:

- A) All other property insurance covering insured property at the time damage occurs also provide for the same basis of payment; otherwise payment shall be the Indemnity Value;
- B) The work of reinstatement or repair or replacement is commenced and carried out and completed within 12 calendar months (or such time that we may agree to in writing) from the date of loss; otherwise the amount payable shall be the Indemnity Value at the time property damage occurs.
- C) If at the time of reinstatement or repair or replacement the sum insured is less than 85% of the Replacement Value of the insured property, then you shall be deemed your own insurer for the difference and shall bear a proportionate share of the loss amount.
- D) We shall not be bound to reinstate or repair or replace exactly but only as circumstances permit and in reasonably sufficient manner.

If you are unwilling or unable to reinstate or replace the damaged property, then the damage shall be settled at Indemnity Value.

For this purpose, "Indemnity Value" shall mean the reinstatement or repair or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The Value will be calculated by deducting depreciation & / or betterment from the reinstatement or repair or replacement value of the insured property.

#### 4. Limit of Liability

Our maximum liability in the aggregate for all claims in respect of this Section shall not exceed the sum insured specified in the Schedule.

## EXTENSIONS TO SECTIONS 1 AND 2

### A) 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.

- B) Awnings, blinds, signs or other outdoor fixtures or fittings of any description are covered provided that our liability under this extension shall not in the aggregate exceed S\$3,000.

### C) Cost of Temporary Protection

The cost of temporary protection up to a limit of S\$2,500 reasonably necessary for the safety and protection of the premises pending repairs / replacement of damage.

### D) Electrical Installation

Loss or damage by fire to the electrical appliances and installation insured by this Section arising from or occasioned by over-running, excessive pressure, short-circuiting, arching, 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 Section for loss or damage to any electrical machine, apparatus, fixture or fittings or to any portion of the electrical installation, unless caused by fire or lightning.

### E) Removal of Debris

The cost of removing debris following loss or damage, for an amount not exceeding 10% of the sum insured for each Section.

### F) Appraisal Clause

If the aggregate claim for any one loss destruction or damage does not exceed S\$10,000 or 5% of the sum insured of each Section, whichever is the lesser amount no special inventory or appraisal of the undamaged property shall be required.

### G) Automatic Reinstatement Clause

The sum insured under this Policy shall be automatically reinstated immediately after any insured loss except loss to which an aggregate limit applies. In consideration of such reinstatement, the Insured shall upon demand pay the Company an additional premium computed by multiplying the rate to the paid loss amount by the item, but pro-rated for the unexpired duration of the Period of Insurance from the time of loss.

### H) Capital Additions

The reasonable costs of alterations, additions and improvements (but not appreciation in value in excess of the sum insured) to the insured property specified in the Schedule for an amount not exceeding 10% of the total sum insured subject to the Insured declaring to the Company at the end of each quarter during the Period of Insurance of such alterations, additions and improvements and to pay the appropriate additional premium.

### I) Fire Extinguishment Expenses

Fire extinguishment expenses of up to 10% of the sum insured of each Section for each and every occurrence, necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured or immediately threatening to involve such property.

### J) Security System

Cost of replacement or repair of your home security system, including locks and keys of all external doors of the Building up to S\$500 following a break-in, provided a police report is made within 24 hours of the break-in.

### K) Professional Fees

Architects' Surveyors' Consultants' and Legal Fees as prescribed by the respective professional institute up to 10% of the sum insured of each Section but excluding any fees incurred in preparing a claim.

#### L) Rent or Alternative Accommodation Expenses

We will indemnify you up to 10% of the sum insured of each Section in the event the Building is rendered uninhabitable by an Insured Peril for:

- i) reasonable additional expenses for alternative accommodation incurred by you and your family; or
- ii) loss of rent receivable / payable by you;

actually incurred by you during the period necessary for the reinstatement of the Building up to a maximum period of 3 months from the date of loss / damage.

#### EXCESS - APPLICABLE TO SECTIONS 1 AND 2

The following excess will apply:

- A) S\$500 of each claim amount caused by hurricane, cyclone, typhoon, windstorm or flood;
- B) S\$200 of each claim amount caused by bursting or overflowing of water tanks apparatus pipes or mains;
- C) the first S\$100 of each and every claim unless caused by fire or lightning or item (A) or (B) as above.

#### SECTION 3 – CONTENTS

##### 1. Cover

If during the Period of Insurance the insured Contents belonging to you and / or your family or for which you are legally responsible and whilst contained in the Building shall be lost, destroyed or damaged by an Insured Peril, we will pay you the value of the Contents at the time of the happening of the loss or destruction or the amount of such damage or at our option reinstate or repair or replace such contents or any part thereof.

##### 2. Basis of Insurance

The sum insured for Contents as shown in the Schedule shall represent the current reinstatement or repair or replacement costs. Payment shall not exceed such proportion of the loss or damage as the sum insured bears to the value of all property at the time of loss or damage. Each item, if any, as declared in the Schedule is separately subject to this provision.

In the event that the Contents are being destroyed, damaged or lost, the amount payable under the Policy shall be the cost of replacing or reinstating the said Contents of the same kind or type but not superior to or more extensive than the insured Contents when new, provided:

- A) The cost of reinstatement or repair or replacement is commenced and carried out and completed within 12 calendar months from the date of the loss; otherwise the amount payable shall be the Indemnity Value at the time property damage occurs;
- B) We shall not be bound to reinstate or repair or replace exactly by only as circumstances permit and in reasonably sufficient manner.

If you are unwilling or unable to reinstate or repair or replace the damaged property, then the damage shall be settled at Indemnity Value.

For this purpose, "Indemnity Value" shall mean the reinstatement or repair or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The value will be calculated by deducting depreciation & / or betterment from the reinstatement or repair or replacement value of the insured property.

##### 3. Limit of Liability

Unless separately itemised in the Schedule, our liability under this Section shall not exceed in respect of:

- A) cash, cheques, postal orders, bank drafts and other items as defined under item c) of contents – S\$500 in total;
- B) All loss or damage during any one Period of Insurance - The Sum Insured stated in the Schedule.

#### EXTENSIONS TO SECTION 3

##### A) Removal of Debris

The cost of removing debris following loss or damage insured by this Section, for an amount not exceeding 10% of the sum insured on the Contents.

##### B) Fire Extinguishment Expenses

Fire extinguishment expenses of up to 10% of the sum insured for each and every occurrence, necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured or immediately threatening to involve such property.

##### C) Security System

This insurance extends to cover cost of replacement or repair of your home security system, including locks and keys of all external doors of the Building up to S\$500 following a break-in, provided a police report is made within 24 hours of the break-in.

##### D) Title Deeds

This insurance extends to cover loss to title deeds and other legal documents up to S\$1,500 for the cost of replacement whilst in the Building or whilst kept in your bank for safe keeping.

##### E) Awnings, Blinds, Signs or other Outdoor Fixtures or Fittings of any Description

Awnings, blinds, signs or other outdoor fixtures or fittings of any description are covered provided that our liability under this extension shall not in the aggregate exceed S\$3,000.

##### F) Domestic Servants' Property

This insurance extends to cover loss or damage to Personal Effects of any domestic servant of the Insured permanently residing with the Insured up to S\$500 in any period of insurance whilst contained in the Building. The following are excluded:

- i) money, stamp, coin or metal collections, jewellery, gold and silver (other than silver forming part of household goods), works of art, equipment and furs;
- ii) the first S\$100 of each claim other than by fire or theft involving forcible and violent entry.

##### G) Visitors' Personal Effects

This insurance extends to cover loss or damage to visitors' personal effects whilst contained in the Building up to S\$500 in any period of insurance.

##### H) Foods and Drinks in Refrigerator or Freezer

This insurance extends to cover deterioration or putrefaction of food and drinks in any Refrigerator or Freezer which is less than 6 years old whilst contained in the Building caused by:

- i) breakdown or explosion or a change in temperature of such refrigerator / freezer;
- ii) non operation of any thermostatic or automatic controlling devices of such refrigerator / freezer;
- iii) failure of the supply of electricity exceeding 6 consecutive hours;
- iv) contamination by accidental escape of refrigerant or refrigerant fumes;

up to S\$500 any period of insurance subject to an Excess of S\$50 and provided that such loss or damage is not the result of:

- your deliberate act or neglect or that of your domestic employee(s) or any of your family;
- failure of the supply of the electricity as a direct or indirect consequence of any deliberate act (including strike action);
- disconnection or switching off of electricity supply whether accidental or otherwise at the Building.



#### I) Household Removal by Professional Movers

This insurance extends to cover loss or damage to your Contents in the course of removal which are packed by professional packers / movers between the Building and your new permanent residence within Singapore including temporary indoor storage of up to 3 days, excluding:

- i) Valuables, china, earthenware and other items of brittle nature;
- ii) money, stamp, coin or metal collections, Personal Effects, jewellery, gold and silver (other than silver forming part of household goods), works of art, equipment and furs;
- iii) the first S\$100 of each claim other than by fire or theft involving forcible and violent entry.

#### J) Automatic Reinstatement

We will automatically reinstate to your full sum insured following any claim subject to your payment of an additional pro-rata premium.

#### K) Temporary Removal

Loss or damage to Contents up to an aggregate limit of S\$5,000 whilst such Contents are temporarily removed from the Building for cleaning, renovation, modification, repair or similar purpose, but this Extension does not insure loss or damage caused by storm, typhoon or flood unless the Contents are inside a building.

#### L) Alterations and Repair

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

#### M) Pets

We will indemnify you an amount of S\$500 any one period of insurance in the event of accidental death or theft of a licensed Pedigree pet in Singapore caused by violent external and visible means, occurring whilst the pet dog(s) and / or cat(s) is / are confined within the Building. In the event of theft, a police report must be lodged within 24 hours and all reasonable measures must be taken to try to locate the pet. Documentary proof of ownership and pedigree are required in the event of a claim. It is a condition that the pet is of sound health and is free from any illness, lameness, injury or physical disability.

### EXCESS - APPLICABLE TO SECTIONS 3

The following excess will apply:

- A) S\$500 of each claim amount caused by hurricane, cyclone, typhoon, windstorm or flood;
- B) S\$200 of each claim amount caused by bursting or overflowing of water tanks apparatus pipes or mains;
- C) the first S\$100 of each and every claim unless caused by fire or lightning or item (A) or (B) as above.

### SECTION 4 – VALUABLES

#### 1. Cover

If during the Period of Insurance the insured Valuables belonging to you and / or your family or for which you are legally responsible shall be lost, destroyed or damaged by an Insured Peril within Singapore, we will pay you the value of the Valuables at the time of the happening of the loss or destruction or the amount of such damage or at our option reinstate or repair or replace such Valuables or any part thereof. Provided that the liability under this Section shall not exceed 35% of the Sum Insured for Section 3 during any one period of insurance unless otherwise agreed and specified in the Schedule.

#### 2. Basis of Insurance

The sum insured for Valuables as shown in the Schedule shall represent the current replacement costs, without deduction for wear and tear or depreciation. Payment shall not exceed such proportion of the loss or damage as the sum insured bears to

the value of all property at the time of loss or damage. Each item, if any, as declared in the Schedule is separately subject to this provision.

In the event that the Valuables are being destroyed, damaged or lost, the amount payable under the Policy shall be the cost of reinstating or repair or replacing the said Valuables of the same kind or type but not superior to or more extensive than the insured Valuables when new, provided:

- i) the cost of reinstatement or repair or replacement is commenced and carried out and completed within 12 calendar months from the date of loss, otherwise the amount payable shall be the Indemnity Value at the time property damage occurs;
- ii) we shall not be bound to reinstate or repair or replace exactly by only as circumstances permit and in reasonably sufficient manner. If you are unwilling or unable to reinstate or repair or replace the damaged property, then the damage shall be settled at Indemnity Value.

For this purpose, "Indemnity Value" shall mean the reinstatement or repair or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The value will be calculated by deducting depreciation & / or betterment from the reinstatement or repair or replacement value of the insured property:

#### A) Unspecified Articles

In the event of any loss or damage to Valuables that are not specifically and individually itemized in the Schedule, we will pay up to the replacement cost subject to a per article not exceeding limit of S\$1,000 and in aggregate not exceeding the total Sum Insured as specified in the Schedule whichever is the lower.

#### B) Specified Articles

In the event of any loss or damage to Valuables that are specifically and individually itemized and declared with a corresponding sum insured for each article listed in the Schedule, we will pay up to the replacement cost of each article and in aggregate not exceeding the total Sum Insured specified in the Schedule, whichever is the lower.

### EXCESS - APPLICABLE TO SECTIONS 4

The following excess will apply:

- A) S\$500 of each claim amount caused by hurricane, cyclone, typhoon, windstorm or flood;
- B) S\$200 of each claim amount caused by bursting or overflowing of water tanks apparatus pipes or mains;
- C) the first S\$100 of each and every claim unless caused by fire or lightning or item (A) or (B) as above.

### SECTION 5 – WORLDWIDE PERSONAL & FAMILY LIABILITY

#### 1. Cover

- A) We will indemnify you and / or your family members and domestic servant permanently residing with you at the Home against all sums for which you or they may be legally liable including legal costs and expenses in respect of:

- i) accidental bodily injury to or illness of any third party person (whether fatal or not);
- ii) accidental loss or damage to third party property occurring during the Period of Insurance within the Territorial Limits as stated herein.

- B) We will also pay you in respect of any claims to which the indemnity under this Section applies:

- i) all costs and expenses recoverable from you by any claimant;
- ii) all costs and expenses incurred with our written consent.

## 2. Limit of Liability

Our liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the sum specified in the Schedule.

In respect of all injury illness or loss and damage sustained during one Period of Insurance our liability shall be unlimited.

## EXTENSIONS TO SECTION 5

### A) Tenant's Liability

We will indemnify you for all sums which you are liable at law as tenant but not as owner in respect of accident loss or damage to premises (or fixtures or fittings thereof) hired or rented to you. Provided that this Extension shall not apply to liability in respect of such loss or damage if the liability is assumed by you under a tenancy or other agreement and would not have attached in the absence of such agreement.

### B) Defective Sanitary Installation

The indemnity provided by this Policy is extended to include injury, illness, loss or damage to property caused by or arising from defective sanitary arrangements or water pollution provided it could be demonstrably proven that it has been caused by immediate discharge consequent upon an unforeseen accident.

### C) Food and Beverage

The indemnity under this Policy extends to include claims in respect of personal injuries due to poisoning caused by food and beverage supplied by the insured or the presence of deleterious matter in such food or beverage supplied by the Insured or to the defective condition of the containers of such food or beverage.

Provided always that the Insured shall at all times take every reasonable precaution to prevent the supply of any articles or articles of food or beverage which are not in good condition, free from contamination and fit for human consumption and the liability of the Company under this extension shall not exceed S\$100,000 any one occurrence and in the aggregate during the Period of Insurance.

### D) Landlord's Liability

We will indemnify you for all sums which you are liable at Law as owner but not as occupier in respect of bodily injury to any person (other than your family members and domestic servants permanently residing with you) and / or loss or damage to third party property.

## EXCEPTIONS TO SECTION 5

We will not be liable in respect of:

- A) death or illness or bodily injury to any person being your family members or at the time of sustaining such injury engaged in and under your service;
- B) damage to property belonging to or in the charge of or under the control of the Insured or family members or of a person in the service of the Insured;
- C) death or illness or bodily injury to any Person or damage arising out of or incidental to:
  - i) your profession or business;
  - ii) the use of lifts, elevators, vehicles, watercraft, aircraft or aerial services;
  - iii) animals except dogs duly licensed under the Animals and Birds (Dog Licensing and Control) Rules;
  - iv) motor cycles, motor vehicles, mechanically propelled vehicles / machines / devices / pedal cycles, PAB, PMD, PMA, watercraft, aircraft, aerial devices or drones
- D) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;

- E) any liability resulting directly or indirectly from the transmission of any communicable disease by you, your family members, your domestic maid or your pets;
- F) any liability arising from ownership of any other Building or land other than the home occupied by you solely as a private residence;
- G) any fines penalties punitive or exemplary damages;
- H) death, injury, illness, loss or damage caused by or in connection with or arising from defective sanitary, installation, pollution or contamination due to the discharge, dispersal, release or escape of smoke, vapour, soot, fumes, chemicals, liquids or gases, waste material unless such discharge, dispersal, release or escape is sudden and accidental.
- I) any liability in respect of death, Bodily Injury, Illness & / Or loss or damage caused by or in connection with or arising directly or indirectly from alterations, additions &/or repairs to the Building & / Or whilst the Building is undergoing renovation or construction.

## CONDITIONS TO SECTION 5

### 1. Jurisdiction Limit

Notwithstanding anything contained herein to the contrary, it is agreed that the indemnity provided by this Section shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore.

### 2. Territorial Limits

Anywhere in Singapore and Worldwide excluding USA and / or Canada, its territories or possessions. In respect of travel or stay overseas (excluding USA / Canada) such travel or stay shall not exceed 60 days from the date of departure from Singapore.

## SECTION 6 - FAMILY WORLDWIDE ACCIDENTAL PROTECTION

### 1. Cover

If you, your spouse or children aged between one (1) and eighteen (18) years old should sustain accidental bodily injury and such injury shall within 3 calendar months from the date of the accident solely and independently of any other cause result in:

- A) Death; or
- B) Permanent Disablement; or
- C) Total and Permanent Loss of Sight of One or Both Eyes; or
- D) Total and Permanent Loss of One or More Limbs; or
- E) Total Paralysis.

We will pay compensation of S\$10,000 per person, subject to a maximum of S\$50,000 in any one period of insurance. Cover is worldwide and on a 24 hour basis.

Permanent disablement shall mean disablement (other than loss of use of limbs, or loss of sight, speech or hearing) which entirely prevents the insured person from attaching to any occupation or profession and having lasted for a continuous period of 24 months and beyond reasonable hope of improvement.

## EXTENSIONS TO SECTION 6

### A) Exposure and Disappearance

In the event the insured person is unavoidably exposed to the elements and as a result of which suffers a loss for which a benefit is otherwise payable, such a loss will be covered under the terms of this Policy. In the event the body has not been found within 2 years after the date of the disappearance, sinking or wrecking of the aircraft or other conveyance in which the Insured person was travelling in and it is reasonable to believe that the insured person has died as a result of bodily injury caused by an accident, the Death benefit shall become payable subject to a signed undertaking that if this belief is subsequently found to be wrong, such benefit shall be refunded to the Company.

**B) Hijack**

Accidental bodily injury sustained as a direct result of unlawful seizure or wrongful exercise of control of an aircraft, vessel or public conveyance will be covered under the terms of this Policy.

**C) Drowning or Suffocation**

Accidental bodily injury sustained as a result of drowning or suffocation by poisonous fumes, gas or smoke will be covered under the terms of this Policy provided that such injury did not arise out of or in connection with the Insured's own willful or intentional act.

**D) Murder and Assault**

Accidental bodily injury sustained as a direct result of the Insured Person being a victim of murder or assault will be covered under the terms of this Policy provided that such injury did not arise out of or in conjunction with the Insured Person's own participation of any such act.

**E) Riot and Civil Commotion**

Accidental bodily injury sustained as a direct result of strike, riot and civil commotion will be covered under the terms of the Policy provided that the insured person is not an active or a direct participant of such activities.

**EXCEPTIONS TO SECTION 6**

This Policy does not cover:

- A) intentional self-injury, intoxication under the influence of alcohol or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug, addiction, suicide, venereal disease, AIDS or any physical defect or infirmity, childbirth or pregnancy;
- B) engaging in or taking part in parachuting, hand gliding, mountaineering, racing of any kind other than on foot;
- C) motor cycling (as driver or passenger);
- D) air travel except as a fare-paying passenger in a fully licensed passenger carrying aircraft, any crew, trade, technical or sporting activity in connection with an aircraft;
- E) insured persons over the age of Seventy (70).
- F) whilst engaged in illegal acts;
- G) Infectious Disease diagnosed within 30 days from the Effective Date of this Policy;
- H) Infectious Disease which has been announced as:
  - (i) an epidemic by the health authority in Singapore or the Government of the Republic of Singapore; or
  - (ii) a pandemic by the World Health Organisation (WHO);in the affected countries, from the date of announcement until the epidemic or pandemic ends, whichever is later.

**SECTION 7 - EMERGENCY HOME ASSISTANCE**

In the event of a sudden and / or unforeseen event at the Home described in the Policy Schedule, the Company Helpline shall, upon receiving verbal notification via the emergency telephone number, undertake the following.

**i) Locksmith Assistance**

In the event the Insured is locked out of his / her home, the Company's Helpline will assist the Insured by providing referral information for a locksmith to the house as well as their charges and will arrange for a housecall, if necessary upon the Insured's request.

Exclusion: This Service shall not extend to an Insured who is locked out of his / her bedroom in the Insured home.

**ii) Plumbing Assistance**

Should the Insured's home plumbing be clogged or a leak has sprung, the Company's Helpline will assist the Insured by providing referral information for a plumber to the house as well as their charges and will also assist in arranging for a house call, if necessary and upon the Insured's request.

Exclusions: The Service shall not extend to an Insured whose home has a (a) leaking water tap which requires refurbishing, or (b) leaking water heater / shower head, or (c) water leaking from the Insured Home's ceilings.

**iii) Electrical Assistance**

In the event of an electric power failure or short circuit in the Insured's home, the Company's Helpline will provide referral information for electricians as well as their charges. The Company's Helpline will also assist the Insured in arranging for a house-call, if necessary and upon the Insured's request.

Exclusion: The Service shall not extend to failure or malfunction of electrical appliances like televisions, refrigerators, washing machines, rice cookers, ovens, water heaters, etc.

**iv) Air-Conditioner Engineer Assistance**

In the event of the air conditioner in the Insured's home is not functioning, the Company's Helpline will provide referral information regarding an air conditioner engineer and assist the Insured in arranging for a housecall, if necessary and upon the Insured's request.

Exclusion: The Service shall not extend to an air-conditioning unit that is not cold or leaking; unless there is documentary evidence to prove that it was serviced within the last 6 months by airconditioner maintenance specialists

**v) Pest Control Assistance**

In the event the Insured requires assistance for pest control or pest prevention for his / her home, the Company's Helpline will provide referral information on the service providers and information on their charges. The Company's Helpline will also assist the Insured in arranging for a house call, if necessary.

Exclusion: The Policy shall not pay for the foregoing services made within the first three (3) months from the first inception date of cover.

The Company's maximum liability under this Section during any one Period of Insurance shall be the costs incurred for Emergency Repairs (at up to S\$100 per event, maximum 3 events).

**SECTION 8 - ELECTRIC VEHICLE CHARGING EQUIPMENT**

**1. Cover**

In the event of physical loss or damage to the Electric Vehicle Charging Equipment caused by an Insured Peril, the Company will indemnify you the value of the property at the time of the loss or the amount of the damage or replace such property or any part thereof, up to the sum insured stated in the Schedule.

**2. Basis of Insurance**

The sum insured for Electric Vehicle Charging Equipment as shown in the Schedule shall represent the current replacement or reinstatement costs. Payment shall not exceed such proportion of the loss or damage as the sum insured bears to the value at the time of loss or damage.

In the event that the Electric Vehicle Charging Equipment are being destroyed, damaged or lost, the amount payable under the Policy shall be the cost of replacing or reinstating the said Electric Vehicle Charging Equipment of the same kind or type but not superior to or more extensive than the insured Electric Vehicle Charging Equipment when new, provided:

- A) The cost of replacement is commenced and carried out and completed within 12 calendar months from the date of the loss; otherwise the amount payable shall be the Indemnity Value at the time property damage occurs;

- B) We shall not be bound to reinstate, repair or replace exactly by only as circumstances permit and in reasonably sufficient manner.

If you are unwilling or unable to reinstate, repair or replace the damaged property, then the damage shall be settled at Indemnity Value.

For this purpose, "Indemnity Value" shall mean the reinstatement or replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The value will be calculated by deducting depreciation from the replacement or reinstatement value of the insured property.

### 3. Conditions

The Electric Vehicle Charging Equipment must be registered with the Land Transport Authority and comply with the safety standards of the Electric Vehicles (EV) Charging Act 2022 ('EVCA').

### 4. Limit of Liability

Our maximum liability in the aggregate for all claims in respect of this Section shall not exceed the sum insured specified in the Schedule

### 5. Exclusions:

Coverage for Electric Vehicle Charging Equipment does not apply to loss or damage resulting from wear and tear, mechanical breakdown, gradual deterioration, and any exclusion stated in the policy.

## GENERAL EXCLUSIONS

The following general exclusions apply to all Sections of this Policy:

### 1. The Company will not be liable in respect of:

- A) scratching, denting, chipping or defacing;
- B) any loss, destruction or damage due to wear, tear, depreciation, the process of washing, cleaning, dyeing, alteration, repairing or restoration of any article, the action of light or atmospheric conditions, rot, mildew, rust, moth, insects vermin or any other gradually operating cause;
- C) any loss or damage occasioned through the willful act of the Insured or with the connivance of the Insured;
- D) delay, confiscation or detention by Custom officials or authorities;
- E) electrical, electronic or mechanical breakdown or derangement, manufacturers' defects or faulty design;
- F) consequential loss of any nature;
- G) loss or damage to property despatched by sea or air under a bill of lading airway bill or similar document;
- H) breakage of strings in respect of any musical instrument;
- I) damage to films when in use in a camera or projector;
- J) breakage of tubes and / or bulbs unless the apparatus is damaged at the same time;
- K) business or professional use in respect of photographic and sporting equipment and musical instruments;
- L) any loss, damage or liability directly or indirectly arising as a result of any unexplained loss or mysterious disappearance;
- M) any loss, damage or liability directly or indirectly arising from false programming, punching, labelling or inserting inadvertent cancelling of information or discarding of data carrying media and loss of information caused by magnetic fields;
- N) any loss, damage or liability resulting from the Building being left unoccupied for a period in excess of 90 consecutive days, unless with the Company's written consent;
- O) loss or damage directly occasioned by pressure waves caused by aircraft and aerial devices travelling at sonic or supersonic speeds.

### 2. War and Terrorism Exclusion

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

- A) war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military rising, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the over-throwing or influencing of any de jure or de facto government by terrorism or by any violent means; or

### B) Any Act of Terrorism

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 threat thereof, of any person or groups 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 a) and / or b) above.

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

### 3. IT Clarification Clause

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 programmes 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 or damage to data or software, in particular any detrimental change in data, software or computer programmes 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 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 programmes, and any business interruption losses resulting from such loss or damage.

### 4. Nuclear Energy Exclusion Clause

This Policy shall exclude nuclear energy risks.

For all purposes of this Policy nuclear energy risks shall mean:

- A) All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station;
- B) All property on any site (including but not limited to the sites referred to in A) above used or having been used for:



- i) the generation of nuclear energy; or
  - ii) the Production, Use or Storage of Nuclear Material.
- C) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association;
- D) The supply of goods and services to any of the sites, described in A) to C) above, unless such insurances shall exclude the Insured Peril(s) of irradiation and contamination by Nuclear Material.

Except as under-noted, Nuclear Energy Risks shall not include:

- i) any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in A) to C) above (including contractors' plant and equipment);
- ii) any Machinery Breakdown or other Engineering insurance not coming within the scope of A) above.

Provided always that such insurance shall exclude the Insured Peril(s) of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- A) The provision of any insurance whatsoever in respect of:
- i) Nuclear Material;
  - ii) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.
- B) The provision of any insurance for the under-noted Insured Peril(s):
- i) fire, lightning, explosion;
  - ii) earthquake;
  - iii) aircraft and other aerial devices or articles dropped therefrom;
  - iv) irradiation and radioactive contamination;
  - v) any other Insured Peril(s) insured by the relevant local Nuclear Insurance Pool and / or Association;

In respect of any other Property not specified in A) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

## Definitions

“Nuclear Material” means:

- i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- ii) Radioactive Products or Waste.

“Radioactive Products or Waste” means any radioactive material produced in or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purposes.

“Nuclear Installation” means:

- i) Any Nuclear Reactor;
- ii) Any factory using nuclear fuel for the production of Nuclear Material or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, Use or Storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, repossessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, building, structure, plant, equipment vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

## 5. 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 or contributed to or aggravated by asbestos in whatever form or quantity.

## 6. Radioactive Exclusion

This Policy does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any sequence to the loss:

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- iii) any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

## 7. Seepage and Pollution Exclusion

This Policy does not cover any liability in respect of:

- A) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended and unexpected happening;
- B) the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise under this Policy indemnifiable sudden, unintended or unexpected happening;
- C) fines, penalties, punitive or exemplary damages.

This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this clause not been attached.

## GENERAL CONDITIONS

The following general conditions shall apply to all Sections of this Policy:

### A) Acquisition

If the Notice of Acquisition as regards the Insured's situation is issued by the relevant Government Authorities at any time before or after the issuing of this Policy, the Insurance will cease to attach on the date of such Notice of Acquisition or Policy's inception date whichever is later and we shall refund to you a rateable proportion of the premium for the remainder of the Policy.

### B) Cancellation

You may cancel this Policy by giving us notice in writing and will be entitled to a refund of premium (subject to our short period table). We may cancel this Policy by giving you thirty days' notice at your last known address and we shall refund premium paid for the remainder of the current period of insurance.

### C) Duty of Care

You are to take all reasonable precautions to prevent loss, damage or accidents, including:

- i) the securing of all doors and windows and other means of entry;
- ii) compliance with all statutory obligations;
- iii) maintenance of the building in a good and substantial state of repair.

### D) Other Insurance

If at any time of an accident which results in a claim there is any other insurance policy covering anything insured by this Policy (with the exception of Personal Accident) we will only be liable:

- i) for that part of loss or damage which is in excess of the amount recoverable / recovered from such other insurance policies under Section 5, or
- ii) to pay / contribute not more than our proportional share under all other sections, subject to the respective limits of liability provided by this Policy.

### E) Claims Notification

If loss or damage occurs and / or any incident which may result in a claim:

- i) notify us immediately and provide full details in writing as soon as possible;
- ii) notify the police as soon as reasonably possible about any theft or attempt thereof or by malicious persons and co-operate with us in securing the conviction of the offender;
- iii) declares to us particulars of all other insurances, if any;
- iv) without delay procure and act on proper medical or surgical advice. In the event of the death of the insured person notice shall where practical be given to us before interment or cremation stating the time and place of any inquest appointed and we shall be entitled to have a post mortem examination at our expense (applicable to Section 6 only);
- v) send to us without delay any letter of claim, writ, summons or other legal document served on you.

### F) Voidance of Policy

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particulars.

### G) Fraud

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by you or anyone acting on your behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the willful act or with your connivance all benefits under this Policy shall be forfeited.

### H) Alteration

We shall not be liable if:

- i) the occupancy be altered or 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;
- ii) the property insured be removed to any building or place other than in which it is herein stated to be insured except as is provided under "Temporary Removal" Clause;
- iii) the interest in the property insured passes from the Insured otherwise than by will or by operation of law.

### I) Payment Before Cover Warranty

- i) Notwithstanding anything herein contained but subject to clauses ii and iii hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.
- ii) In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate, Cover Note and Endorsement.
- iii) In respect of coverage with "Free Look" provision, the Insured may return the original policy document to the company or intermediary within the "Free Look" period if the Insured decides to cancel the cover during the "Free Look" period. In such an event, the Insured will receive a full refund of the premium paid to the company provided that no claim has been made under the insurance.

### J) Average Clause

If at the time of any loss or damage the sums insured at the time of destruction or damage under Sections 1, 2 and / or 4 represents less than 85% of its full replacement value, we will pay only for that proportion of any destruction or damage which the sum insured bears to the full reinstatement value. Every item of the respective Sections 1, 2 and 4 is subject to this condition.

### K) 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 us. Unless any such action or suit be commenced within six months of the making of an award we shall not be liable to make any payment in excess of the amount of the award.

### L) Rights and Responsibilities

- i) We may enter a building in which loss or damage has occurred and deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing our rights to rely on any condition of this Policy and this Policy shall be proof of leave and licence for such purpose.
- ii) Persons seeking the protection of this Policy must not admit, reject or negotiate any claim without our consent. We may take over and conduct in the name of that person with absolute control, the defence or settlement of that claim.
- iii) We shall be entitled to any property for the loss of which a claim is paid hereunder and you shall execute all such assignments and assurances of such property as may be reasonably required but you shall not be entitled to abandon any property to us.

- iv) We shall be entitled to pay to you the limit of indemnity for any one accident under Section 5 (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and we shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation incurred prior to the date of payment of such limit of indemnity or such lesser sum.
- v) If you or any person on your behalf shall not comply with our requirements or shall hinder or obstruct us in the exercise of our powers hereunder all benefit under this Policy shall be forfeited.
- vi) If we elect to reinstate or replace any property you shall at your expense produce and give to us all such plans documents and other information as we may reasonably require. We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend more than the sum insured thereon.

If we are unable to reinstate or repair the property because of any municipal or other regulations in force we shall then only be liable to pay such sums as would be requisite to reinstate or repair such property if the same would lawfully be reinstated to its former condition.

#### M) Contracts (Rights of Third Parties)

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2002 Revised to enforce any of its terms.

#### N) Breach of Premium Warranty

It is a condition precedent that this Policy is issued on the basis that the Insured has never had any insurance (for the risk insured) cancelled due solely or in part to a breach of premium payment warranty in the last 12 months.

#### O) Pair and Set

In the event of loss or damage to any article forming part of a pair or set, we will not be liable for more than the value of the particular part or parts which may be lost or damaged without reference to any special value which such part or set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.

### 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 the Company or visit the GIA / LIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).



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