

INSUREHOME POLICY

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

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

Now this Policy witnesseth that in respect of events occurring during the Period of Insurance and subject to terms, exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy), the Company will provide insurance in the terms set out in this Policy.

DEFINITIONS

For the purposes of this Policy:

1. The Company/we/us/our/ourselves means United Overseas Insurance Limited.
2. The Insured/you/your/yourself means the Insured under the terms of this Policy.
3. Insured Person means the Insured, the Insured's spouse and the Insured's Dependent Child(ren).
4. Situation means your private dwelling insured under this Policy.
5. Proposal means any signed proposal form, declaration and any information supplied by you or on your behalf.

BENEFITS

SECTION 1: MATERIAL DAMAGE COVER

(A) LOSS OR DAMAGE TO BUILDING IMPROVEMENTS

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded to the Building Improvements.

Building Improvements shall include but not limited to interior renovation, decoration, fixtures, fittings and other additions such as built-in cabinets, wardrobes, air-conditioners and the likes attached to the building.

(B) LOSS OR DAMAGE TO HOUSEHOLD CONTENTS

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded to the Household Contents whilst contained in the Situation stated in the Policy Schedule in which the Insured is residing and in all the outbuildings being on the same premises and used in connection therewith.

Definition of Household Contents

All contents of every description at the Situation stated in the Schedule, which belong to the Insured (or for which Insured is legally responsible) or to Insured's family member(s) who permanently reside with him, including the following:

- (a) Cash and other negotiable securities, travel tickets, deeds, stamp collections, manuscripts, medals and coins, all whilst held for private purposes, to an amount of S\$500 in total, unless individually insured and itemized and declared with a corresponding sum insured for each item listed in the Schedule;
- (b) Valuable articles including curios, pictures or other works of art, furs, jewellery, jade, gemstones, watches, gold or silver objects, up to S\$1,500 for any one item and the total value of such shall not exceed one-third (1/3) of the Total Sum Insured for Section 1 (A) and (B) of the Schedule, whichever is the lesser, unless individually itemized and insured with a corresponding sum insured for each item listed in the Schedule;

- (c) Any one article, which value does not exceed S\$1,000 unless specified on the Schedule and a sum insured is placed on each item. This limitation shall not apply to furniture, musical instruments, household appliances, multimedia equipment and personal computer.

But shall not include livestock, motor vehicles, motor cycles, caravans, trailers, boats, aircraft or their accessories whilst in them or on them.

Section 1 (C) and/or 1 (D) are Optional Extensions. No cover is available under an Optional Extension unless and until that Optional Extension is listed in the Schedule and each Optional Extension in this Section is subject to all the provisions of this Policy.

(C) LOSS OR DAMAGE TO BUILDING

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded to the Building, which is built of brick, stone or concrete and roofed with incombustible material and occupied as private dwelling.

Definition of Building

A private dwelling, residential flat or private boarding house and all domestic outbuildings, fixtures and fittings attached to the Building, in-ground swimming pool, underground services, walls, gates, and fences and all other domestic improvements of a structural nature excluding foundation at the Situation as stated in the Schedule and for which Insured is legally responsible. All Buildings are declared by the Insured to be built of brick, stone or concrete and roofed with concrete, slate, metal and other non-combustible mineral ingredients unless specially mentioned.

(D) LOSS OR DAMAGE TO VALUABLES

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded to the insured Valuables within the geographical limit specified in the Policy Schedule.

(i) Unspecified Article(s)

In the event of any unforeseen and sudden physical loss or damage to valuable article(s) not specifically and individually itemized in the Schedule, the Company will pay up to the replacement cost or maximum S\$2,500 for any one article and in the annual aggregate not exceeding the Total Sum Insured as specified in the Schedule.

(ii) Specified Article(s)

In the event of any unforeseen and sudden physical loss or damage to insured Valuable Article(s) specifically and individually itemized and declared with a corresponding sum insured for each article listed in the Schedule, the Company will pay up to the replacement cost of each article or the sum insured specified in the Schedule, whichever is lower.

Special Conditions to Section 1(D)

1. Where any insured item consists of articles in a pair or set, this Section shall not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set; nor more than a proportionate part of the insured value of the pair or set.
2. The Company shall be entitled at its sole option to replace any article lost or damaged (whether wholly or in part) or to pay cash thereof, not exceeding in any event the insured value thereof.

Extensions/ Clauses – Applicable to Section 1

1. Accidental Death of Domestic Registered Pedigree Pet(s)

The Company will indemnify the Insured for the cost of replacing his domestic registered pedigree pet(s) with another of the same breed in respect of accidental death caused by violent external and visible means, occurring whilst the domestic registered pedigree pet(s) is/ are confined within the Situation as stated in the Schedule.

The Insured shall obtain and submit at his own expenses a certificate from his veterinary surgeon stating the date and cause of the death.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

2. **Alternate Temporary Accommodation or Loss of Rental Income**
The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded for the cost of alternate temporary accommodation or any loss of rental income in consequence of the Situation as stated in the Schedule being so damaged as to render it uninhabitable in respect of the period necessary for reinstatement. The condition must be assessed and confirmed by our appointed loss adjuster.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

3. **Awnings, Blinds and Signs Cover**
The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded to awnings, blinds and signs or other outdoor fixtures or fittings of any description situated in the Situation as stated in the Schedule.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

4. **Breakage of Mirror and/ or Fixed Glass**
The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded of mirrors and/or fixed glass based on replacement value occurring within the Situation as stated in the Schedule.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

5. **Conservancy Charges or Maintenance Fees (Up to a maximum 3 months)**
The Company will indemnify the insured for the cost of conservancy charges or maintenance fees paid in consequence of the Situation as stated in the Schedule being so damaged by any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded as to render it uninhabitable.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum insured stated in the Schedule or a maximum of 3 months, whichever is the lesser.

6. **Deterioration of Frozen Food**
The Company will indemnify the Insured for the physical loss or damage to frozen food contained in a refrigeration unit situated in the Situation as stated in the Schedule caused by deterioration or putrefaction resulting from:
(a) breakdown or explosion of such refrigeration unit or non-operation of any thermostatic or automatic controlling devices pertaining to it;
(b) failure of the supply of electricity for up to six (6) hours.

It shall not be liable for the loss or damage:

- (i) caused by Insured deliberate act or neglect or that of Insured's domestic maid(s) or any member of Insured's family member(s) ordinarily residing within the Situation stated in the Schedule;
- (ii) caused by failure of the supply of the electricity as a direct or indirect consequence of any deliberate act (including strike action);
- (iii) caused by disconnection or switching off of electricity supply whether accidental or otherwise at the Situation stated in the Schedule in which the refrigeration unit is contained.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

7. **Domestic Helper's Property**
The Company will indemnify the insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded to clothing and personal effects (other than cash, currency notes, bank notes and stamps) belonging to the Insured's domestic helper(s), provided that such property is not otherwise insured whilst in the Situation stated in the Schedule.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

8. Emergency Relief Benefit

The Company will pay the Insured a relief benefit if the Situation stated in the Schedule being so damaged by any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded as to render it uninhabitable for at least two (2) days. The condition of the damaged building must be assessed and confirmed by our appointed loss adjuster.

The maximum liability of the Company for any one full day is S\$100 for Essential Plan and S\$200 for Deluxe Plan for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

9. External Television or Radio Antenna

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded to external television or radio antenna within the Situation as stated in the Schedule.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

10. Fraudulent Use of Credit/Cash Cards (within Singapore)

The Company will indemnify the Insured or his family member(s) permanently residing with him in the Situation stated in the Schedule, in respect of any loss which he is held responsible as a result of misuse by any unauthorized person following loss or theft of any credit card and/or cash card together with all costs and expenses incurred with its consent arising before the credit card company or bank has received notification of the loss provided the Insured shall comply with the terms under which the credit card or cash card were issued. Losses not reported to the police, the bank or credit card company within twenty-four (24) hours of discovery are not covered.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

11. Household Removal by Professional Movers

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded to the Property Insured whilst in the course of being removed by professional movers from the Situation as stated in the Schedule to a future permanent residence anywhere in the Republic of Singapore.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

12. Professional Fees and Removal of Debris

The Company shall pay for the professional fees necessarily incurred in the repair or reinstatement of the Property Insured and/or for the costs and expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the Property Insured consequent upon its physical loss or damage by any cause, other than those specifically excluded.

Provided such costs and expenses:

- (a) are not incurred for preparing any claim;
- (b) are not recoverable from any other insurance policy;
- (c) shall not include costs of removing, nullifying or cleaning up seeping, polluting or contaminating substances other than loss or damage by any cause payable under this Policy.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

13. Repair or Replacement of Security System and/or Locks and/or Keys following a Break-In

The Company will indemnify the Insured for the cost of replacement or repair of damaged security system or locks or keys of all external doors of the Insured's private dwelling as stated in the Schedule following a break-in provided a police report is made immediately or within twenty-four (24) hours of the break-in.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

14. Replacement of Personal Legal Documents

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded for the cost necessarily incurred to replace the personal legal documents, including title deeds kept in the Situation as stated in the Schedule.

The maximum liability of the Company for any one accident and in the annual aggregate shall not exceed the sum stated in the Schedule.

15. Cost of Recompiling Records & Claims Preparation

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded for the cost and expenses necessary and reasonably incurred by the Insured following loss or damage to the Property Insured:

- (a) to reconstruct and recompile records (but not for the value of the information contained therein);
- (b) to extract and compile information required by the Company from the Insured's own records for the purpose of preparing a claim under the Policy but excluding legal investigation and research fees/expenses incurred for the purpose of contesting any issue over the Company's liability under the Policy.

Provided always that no amount shall be recoverable under this Extension if subsequent to the incurrence of any expenses, the Company shall deny liability for any claim in respect of which the expenses had been incurred.

16. Cost of Temporary Removal

The Company will indemnify the Insured against any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded to Property Insured under Section 1(B) of this Policy whilst temporarily removed for cleaning, renovation, modification, repair or other similar purpose, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway, all in the Republic of Singapore.

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

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

- (a) Motor Vehicles and Motor Chassis;
- (b) Property (other than machinery and plant) held by the Insured in trust.

The maximum limit of the Company shall not exceed 10% of the Sum Insured for Section 1 (A) and (B) or the amount of loss, whichever is lower.

17. Fire Extinguishment Expenses

The Company will pay for the cost of replenishment of the fighting appliances and destruction of or damage to such appliances (including employees' personal effects and clothing) caused by any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded.

Provided always that the liability of the Company in respect of such costs shall be limited to those necessary and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this Policy or immediately threatening to involve such property.

The maximum limit of the Company shall not exceed 10% of the sum insured for Section 1 (A) and (B) or the amount of loss, whichever is lower.

18. Public Authorities

This Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or By-Laws of any municipal or Local Authority provided that:

- (A) The amount recoverable under this Extension shall not include:
 - (i) The cost incurred in complying with any of the aforesaid Regulations or By-Laws:
 - (a) in respect of destruction or damage occurring prior to the granting of this extension;
 - (b) in respect of destruction or damage not insured by the Policy;
 - (c) under which notice has been served upon the Insured prior to the happening of the destruction or damage;
 - (d) in respect of undamaged property or undamaged portions of the property.

- (ii) The additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or By-Laws not arisen;
 - (iii) The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or By-Laws.
- (B) The work of reinstatement 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 months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or By-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.
 - (C) If the liability of the Company under any item of the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
 - (D) The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
 - (E) All the Conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

19. Reinstatement Value

In the event of the property insured under this Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) 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 12 months after the destruction or damage, or within such further time as the Company may (during the said 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 ratable 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 intimate to the Company within six (6) months from the date of destruction or damage, or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

The following clauses apply only when they are specifically mentioned in the Schedule.

20. Mortgagee (Applicable to Section 1 (C) only)

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

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

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

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

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

21. Non-Cancellation (Applicable to Section 1 (C) only)

The Company undertakes to obtain the Mortgagees consent prior to the cancellation of the Policy if instruction have been received to cancel the Policy and also to advise the Mortgagees immediately of any instructions received to reduce the Sum Insured during the currency of the Policy. Provided that this will in no way affect the Company's right to cancel the Policy.

Special Exclusions to Section 1 (A) to (D)

This Section does not cover:

1. consequential loss of any kind or description whatsoever;
2. loss, destruction or damage resulting from dishonesty, fraudulent action, trick device or other false pretence;
3. the cost of normal upkeep or normal making good or repairs;
4. any wilful act or wilful negligence on the part of the Insured or any person acting on his behalf;
5. electronic, mechanical or electrical breakdown, overheating, failure breakage or derangement other than loss destruction or damage caused by direct strike of lightning or unless fire ensues;
6. wear and tear, rust corrosion, mildew, mould, fungus, wet or dry rot, gradual deterioration, deformation or distortion, insects, larvae or vermin of any kind;
7. inherent vice and latent defect;
8. faulty or defective design materials or workmanship;
9. pollution or contamination unless caused by fire, lightning, explosion, aircraft or other aerial devices dropped therefrom, road vehicles, earthquake, hurricane, cyclone, typhoon, windstorm, flood, bursting or overflowing of water tanks apparatus or pipes;

10. shrinkage, evaporation, loss of weight change, in flavour, colour, texture or finish, action of light, marring, scratching or abrading;
11. damage to or deterioration of any article directly caused by the actual process of dyeing, cleaning, repair or renovation;
12. exposure to weather conditions where property is left in the open or not contained in fully enclosed building;
13. interruption of the water supply, gas electricity or fuel systems or failure of the effluent disposal systems to and from the Premises;
14. subsidence or heave or landslip unless caused by flood;
15. settlement or movement of made-up ground or by coastal or river erosion;
16. normal settlement or bedding down of structures;
17. shrinkage or expansion of buildings or foundations unless caused by fire, lightning, explosion, aircraft or other aerial devices dropped therefrom, road vehicles, earthquake, hurricane, cyclone, typhoon, windstorm, flood, bursting or overflowing of water tanks apparatus or pipes;
18. collapse or cracking of buildings unless caused by fire, lightning, explosion, aircraft or other aerial devices dropped therefrom, road vehicles, earthquake, hurricane, cyclone, typhoon, windstorm, flood, bursting or overflowing of water tanks apparatus or pipes;
19. if the building insured or containing the insured property become unoccupied and so remain for a period of more than sixty (60) days;
20. livestock, motor vehicles, motor cycles, caravans, trailers, boats, aircraft or their accessories whilst in them or on them.

Excess - Applicable to Section 1 (A) to (D)

The Company shall not be liable for the following Excess in respect of one claim or all claims of a series consequent on or attributable to one source or original cause:

	<u>Excess</u>
1. Landslip or Subsidence caused by flood	S\$25,000
2. Water Damage	S\$ 250
3. All other Accidental Damage except Fire and Lightning	S\$ 150

SECTION 2 – PERSONAL/ FAMILY LIABILITY

The Company will indemnify the Insured against all sums for which the Insured or his family member(s) permanently residing in the Situation stated in the Schedule may be held legally liable for damages and claimants costs and expenses arising from accidents occurring during any Period of Insurance within the Geographical Limits for bodily injury to any person and/or damage to property.

The liability of the Company for damages and claimants costs and expenses in respect of one claim or all claims of a series consequent on or attributable to one source or original cause shall not exceed the Limit stated in the Schedule.

In addition, the Company will pay the costs and expenses incurred with their written consent in the defence or any such claim, provided that, if a payment in excess of the amount of indemnity available under this Section has to be made to dispose of a claim, the Company's liability for such costs and expenses shall be such proportion thereof as the amount of indemnity available under this Section in respect of that claim bears to the amount paid to dispose of that claim.

Special Exclusions to Section 2

This Section does not cover liability for:

1. bodily injury to any person who at the time of sustaining such injury is actually engaged in the Insured's service or to any member of the Insured's family or household;
2. damage to property belonging to or in the care, custody of the Insured or a member of his family or household or a person in his service;
3. bodily injury or damage to property:
 - (i) if such liability has been assumed under a contract and would not otherwise have attached
 - (ii) arising out of the ownership, possession or operation by or on behalf of the Insured of any mechanically propelled vehicle (other than a pedestrian controlled gardening implement or pedal cycle) or any power operated lift, or
 - (iii) arising out of or incidental to any profession or business carried on in or about the premises.
4. liability in respect of injury or damage caused by or in connection with or arising from:
 - (i) the ownership or tenure or possessions of any land or building or the use thereof by or on behalf of the Insured [other than a dwelling (including outhouses) occupied by the Insured solely as a private residence]
 - (ii) animal (other than a domestic registered pedigree pet) vessel or craft (other than a row boat) (in this Exclusion, the expression "vessel" or "craft" shall include any vessel craft or thing made or intended to float on or in or travel on or through water or air)
 - (iii) the carrying out of any alterations additions repairs or decorations.

Special Condition to Section 2

If both the Buildings and the Household Contents of the Situation stated in the Schedule are insured under this Policy, this Section covers the legal liability of the Insured as owner or occupier of the said Situation but if the Buildings only or the Household Contents only are insured under this Policy, this Section is limited to the legal liability of the Insured as owner or as occupier respectively.

Extensions/ Clauses . Applicable to Section 2

The Insurance provided by this Section includes:

1. **Food and Drinks**
This Section extends to cover Insured's legal liability in respect of death or bodily injury caused by foreign or deleterious matter in food or drink supplied by the Insured at the Situation stated in the Schedule.

Provided that the total liability of the Company for damages and claimants costs and expenses shall not exceed S\$250,000 for any 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.

2. **Landlord's Liability**

This Section extends to indemnify Insured as a landlord and not occupier of the Situation stated in the Schedule for any accidental bodily injury to any person (other than Insured's family and domestic servants permanently residing with him) and/or accidental loss or damage to third party property.

Provided that the total liability of the Company for damages and claimants costs and expenses shall not exceed S\$500,000 for any 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 and shall not apply to liability in respect of such loss or damage if the

liability is assumed by Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.

3. ~~Tenant's~~ Liability

This Section extends to indemnify Insured as tenant for his legal liability to the landlord for damages and claimants' cost and expenses which the landlord may suffer in connection with injury to persons and/or damage to property arising from or out of any occurrence in, upon or at the Situation or the use of the said Situation as stated in the Schedule by Insured or any of his family members permanently residing with him.

Provided that the total liability of the Company for damages and claimants' costs and expenses shall not exceed S\$500,000 for any 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 and shall not apply to liability in respect of such loss or damage if the liability is assumed by Insured under a tenancy or other agreement and would not have attached in the absence of such agreement.

4. Water Defective Sanitary Arrangement

This Section extends to cover bodily injury, loss of or damage to physical property caused through air or water pollution caused by immediate discharge consequent upon an accident or due to defective drains, sewers or sanitary arrangement.

Provided that the total liability of the Company for damages and claimants' costs and expenses shall not exceed S\$250,000 for any 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

SECTION 3 – PERSONAL ACCIDENT

The Company will pay the appropriate Benefit if any Insured Person and/or his family member(s) permanently residing with him in the Situation stated in the Schedule shall suffer accidental bodily injury during the Period of Insurance which shall independently of any other cause result in Death or Disablement as specified in the following scale of Benefits within two (2) years

Geographical Limit

Worldwide

Operative Time

Twenty-four (24) hours

Benefits

- | | | |
|---|---|-----------------|
| 1. Death |) | |
| |) | |
| 2. Permanent Disablement |) | |
| (a) Loss of two or more Limbs or both Eyes or one of each |) | The Capital Sum |
| |) | Insured |
| (b) Permanent Total Disablement from gainful employment |) | |
| of any and every kind |) | |

Death or Disablement as the direct result of exposure of the Insured Person to the elements shall be deemed to have been caused by accidental bodily injury

Specific Definitions for Section 3

For the purposes of this Section:

1. Insured Person means the Insured, the Insured's spouse and the Insured's Dependent Child(ren);
2. Air Travel means mounting into travelling in or dismounting from any fully licensed passenger carrying aircraft as a passenger but not as a member of the crew nor for the purpose of engaging in any trade or technical operation in or on the aircraft;
3. Military Naval Air or other Armed Forces Services shall not include National Service Reservist Training during normal peace time;
4. Winter sports shall not include curling or skating;

5. Loss of Limb means:
 - (a) in the case of an upper limb loss by physical severance of at least all four fingers in their entirety or permanent total loss of use of an entire arm or hand;
 - (b) in the case of a lower limb loss by physical severance at or above the ankle or permanent total loss of use of an entire leg or foot;
6. Loss of Eye includes total and irrecoverable loss of sight;
7. Dependent Child(ren) refer to a fully dependent child(ren) of the Insured who is/are below the age of 18 years or up to 23 years who is/are studying full-time in a recognized institution of higher learning.

Special Exclusions to Section 3

The Company shall not make any payment for bodily injury, Death or Disablement:

1. caused by the Insured Person:
 - (a) engaging in (or practising for or taking part in training peculiar to):
 - All forms of professional sports;
 - Racing of any kind (other than on foot) or trial of speed or reliability;
 - Mountaineering or rock or cliff climbing necessitating the use of ropes or guides;
 - Military Naval Air or Other Armed Forces Services;
 - Flying except Air Travel;
 - Hang gliding;
 - Parachuting;
 - Winter sports.
 - (b) having taken a drug unless it is proven that the drug was taken in accordance with proper medical prescription and directions and not for treatment of drug addiction.
2. caused or contributed to by:
 - (a) suicide or intentional self-injury;
 - (b) pre-existing physical or mental defect or infirmity;
 - (c) pregnancy or childbirth;
 - (d) sickness or disease not resulting from bodily injury or bodily injury due to a gradually operating cause.
3. sustained by the Insured Person who is more than 70 years old.

SECTION 4 - EMERGENCY HOME ASSISTANCE

The Company has arranged with International SOS Pte Ltd (hereinafter called Intl.SOS) to provide Emergency Home Assistance Services to the Insured (hereinafter called User) at the Situation (hereinafter called User's Property). The User can call the Emergency Assist Line at 6337 9126 for any of the following assistance services.

The Company and Intl.SOS do not warrant the services of the service providers and shall not be liable for any injury, damage or loss to persons, property or goods in any way arising from any act, omission, default or neglect of the service providers or any persons in the provision of service or assistance under this Section.

The service providers recommended by Intl.SOS for the Emergency Home Assistance Service are not agents of the Company or Intl.SOS. The Company and Intl.SOS shall also not be responsible or liable for the action, advice, information given, statements made by the service providers or any person in the provision of such service or assistance under this Section.

(A) Home Care Services

IMPORTANT NOTE: User must contact Intl.SOS directly and the limit of up to S\$100 per event is paid by International SOS to the service provider directly.

Each Home Care Services is subject to a limit of S\$100 per event and up to two (2) events per User during each period of insurance. The User shall bear the cost of engaging such service if the cost of such service exceed S\$100 and/or after the 2nd event.

(i) Locksmith Assistance

If the User is locked out of his/her Property or the User is not in possession of the keys to his/her Property, Intl.SOS will arrange and pay for the expenses necessarily and unavoidably incurred for a locksmith to assist the User to gain access to the User's Property.

Exclusion:

Intl.SOS shall not extend this Service to a User who is locked out of any of the bedrooms in his/her Property.

(ii) Plumbing Assistance

In the event User's water supply or drainage system in his/her Property is clogged or there is a leak in the water pipes, Intl.SOS will arrange and pay for the expenses necessarily and unavoidably incurred for a plumber to rectify the problem at the user's Property.

Exclusion:

Intl.SOS shall not extend this Service to a User whose Property is experiencing any of the following:

- (a) a leaking water tap which requires refurbishing, or
- (b) water leaking from the User's Property ceiling.

(iii) Electrical Assistance

In the event of an electric power failure or short circuit in the User's Property, Intl.SOS shall arrange and pay for the expense necessarily and unavoidably incurred for a competent electrician to attend to and repair the problem at the User's Property.

Exclusion:

Intl.SOS shall not extend this Service in the event of any failure and/or malfunction of an electrical appliance such as television, refrigerator, rice cooker, oven, water heater and other household appliances.

(iv) Air-Conditioner Engineer Assistance

In the event the air conditioner in the User's Property is not functioning, Intl.SOS will arrange and pay for the expenses necessarily and unavoidably incurred for an engineer to repair the unit.

Exclusion:

Intl.SOS shall not extend this Service in the event the air-conditioning unit that is experiencing any of the following:

- (a) not cold due to insufficient supply in fuel; or
- (b) leaking because the unit has not been serviced for 6 months prior to the date of the User's call.

(v) Pest Control Assistance

In the event the User's Property is infested with pests, including but not limited to bees and termites, Intl.SOS will arrange and pay for the expenses necessarily and unavoidably incurred for the services of a pest control to remedy the situation.

(B) Referral Services

The following services are purely on referral or arrangement basis only. The Company and Intl.SOS shall not be responsible for any third party expenses, which shall be the Insured's responsibility.

- (i) Home Cleaning Assistance
In the event the User requires assistance for carpet cleaning, sofa cleaning, window cleaning, cleaning of wall tiles or floor tiles in his home, Intl.SOS will provide referral information on the service providers and their charges. Intl.SOS will also assist in arranging for a house call to the User's Property, upon the User's request.
- (ii) Home Nursing Care Assistance
Upon the request of the User, Intl.SOS will assist the User by providing referral information for a registered nurse to provide nursing care at the User's Property.
- (iii) Television Repair Assistance
In the event the television set in the User's home is not functioning, Intl.SOS will provide referral information regarding a television mechanic and assist by arranging for a house call at the User's Property, upon the User's request.
- (iv) Home Movers Assistance
Intl.SOS will provide referral information regarding professional movers and assist by arranging for a house call, upon the User's request.
- (v) Washing Machine Repair Assistance
In the event the washing machine in the User's home is not functioning, Intl.SOS will provide referral information regarding a mechanic and assist by arranging for a house call at the User's Property, upon the User's request.
- (vi) Refrigerator Repair Assistance
In the event the refrigerator in the User's home is not functioning, Intl.SOS will provide referral information regarding a mechanic and assist by arranging for a house call at the User's Property, upon the User's request.
- (vii) Arrangement of a Doctor's House Call
Intl.SOS will provide referral information regarding doctors and assist by arranging for a house call upon the User's request.

GENERAL EXCLUSIONS

1. This Policy does not cover:

- (A) (a) any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionizing 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.
- (B) any 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.

2. Cyber Risks Exclusion

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

3. 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:

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

but this shall not exclude subsequent loss, 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.

4. IT Clarification

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

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

Consequently, the following are excluded from this Policy:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer 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.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

5. Total Asbestos Exclusion

It is hereby understood and agreed that this contract 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.

GENERAL CONDITIONS

1. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force.

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

Unless any such action or suit be commenced within six 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.

2. **Average (Applicable to Section 1(C) only)**
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.

3. **Cancellation**
This policy may be cancelled at any time at the request of the Insured in writing to the Company and the premium hereon shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The policy may also be cancelled by the Company by thirty (30) days notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Company receiving or retaining pro-rata premium.

4. **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 part of any range of buildings or of any structure of which such building forms part;
 - (c) under any of 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 60 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.

5. **Claims Procedure (Insured's duties)**
The Insured shall on the happening of any loss or damage to the property insured give immediate notice thereof in writing to the Company and shall at his own expense within thirty 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 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 of 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. **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 an Arbitration taking place in pursuance of the 1st Condition of this Policy) within three 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.

8. Jurisdiction
 - (a) This policy shall be governed by the laws of the Republic of Singapore.
 - (b) 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.
9. 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.
10. 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 or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.
11. 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.
12. 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 municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sums as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

CLAUSES APPLICABLE TO INDIVIDUAL POLICYHOLDERS

1. Free Look Cover

For a new policy issued to you, we will give you a ~~Free Look~~ period of at least fourteen (14) business days from the date you receive the policy document. The policy document is deemed to have been received by you three (3) days after we have dispatched it.

Should you decide not to continue with the insurance purchased, you may return the original policy document to us within this period and we will refund you premium in full, if you have not made a claim. The ~~Free Look~~ period will not apply to policies with a term less than one (1) year. It will also not apply to policy renewals.
2. Premium 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.
3. Policy Owners' Protection Scheme
This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact your insurer or visit the GIA/ LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).
4. PDPA Clause
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

CLAUSES APPLICABLE TO NON-INDIVIDUAL POLICYHOLDERS

1. 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\$25.00.
- (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.

MEMORANDUM APPLICABLE TO THIS POLICY

1. Condition Precedent
The validity of this Policy is subject to the condition precedent that:
- (a) For the risk insured, the named insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) if the named insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
- (i) the named insured has fully paid all outstanding premium for time on 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.
2. Contract (Rights of Third Parties) Act Exclusion
It is hereby understood and agreed that a person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

3. Sanction Limitation and 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.

4. Terrorism Exclusion Endorsement

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

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

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

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