

SmartBiz 360 Insurance

This SmartBiz 360 **policy** sets out the terms of a contract between **you** and **Income Insurance** and will form the basis on which **we** will settle all claims.

You have a duty to disclose to us every matter known to **you**, or which **you** could reasonably be expected to know, that is relevant to **our** decision to accept the risk and issue this **policy** and if so, on what terms. **You** have the same duty to disclose those matters to **us** before each renewal, extension, endorsement or reinstatement of this policy. If **you** fail to disclose to **us**, **we** may be entitled to refuse a claim under this **policy** or cancel this **policy**. If the non-disclosure is fraudulent, **we** may cancel this **policy** from inception.

Definitions

Accident or **accidental** means a sudden, unexpected event which happens during the **period of insurance** and which must be the only cause of **injury** or property damage.

Business means the Business specified in the **Schedule**.

Client means any person whom **you** render service and/or sell goods to in carrying out your normal **business** or profession in consideration for money.

Indemnity period means the period beginning with the occurrence of the loss and/or damage and ending not later than the maximum Indemnity Period stated in the **Schedule** during which the **business** shall be affected in consequence of the damage.

Injury means damage or harm caused to the body by an external force suffered during the **period of insurance** and which is caused only by an **accident**.

Insured person(s) means any director or employee of the Insured named in the **Policy** application, and the Insured named in the **Schedule**, where the Insured is a sole proprietor of the **business**.

Insured building means the building at the **premises** and includes structural improvements and outbuildings, landlords' fixtures and fittings, walls, gates, fences, extensions, annexes, exterior staircases, sealed paths and driveways, lights and signs, aerials, antennae and dishes and underground and above ground services connected to the building and storage tanks.

Insured property means furniture, fixtures and fittings, equipment, machinery, stock-in-trade and all other contents used in connection with the **business** and owned by **you** or for which **you** are legally responsible.

IT assets means computer hardware and software, including desktop computers, laptops, workstations, servers, storage devices, peripheral devices, operating systems, applications, databases, programs, configurations and digital records owned, leased, licensed or operated by **you** and used in connection with **your business**.

Malware means malicious software or code, including viruses, worms, trojans, ransomware, spyware, logic bombs or other malicious programs designed to impair, damage, disrupt, encrypt, delete or gain unauthorised access to computer systems, networks or data.

Money means cash, bank and currency notes, cheques, money orders and current postage stamps all belonging to you or for which **you** have accepted responsibility.

Period of insurance means the period of cover as shown in the **Schedule**.

Permanent disability 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.

Policy means this document, including statements, declaration and any other information given or declaration made by the **policyholder**, the **Schedule** which includes details relating to **you** and the **insured person**, the type of cover and **period of insurance**, and any endorsement **we** have issued under this **policy**.

Premises means those parts of the buildings constructed of brick, stone, or concrete walls with concrete and tiled roofs occupied by **you** in connection with the **business** at the Location of Risk specified in the **Schedule**.

Schedule means the document which proves that **you** have the insurance cover, details of the **policyholder**, Location of Risk, Business Category, Plan Type and the **period of insurance** under this policy.

We, us, our, Income Insurance refers to Income Insurance Limited.

You, your, the insured, the Policyholder refers to the Insured named in the **Schedule**.

Section 1 – All Risks

We will indemnify **you** subject to the terms, exceptions and conditions contained herein or endorsed hereon, if during the **period of insurance**, the **insured property** are physically lost, destroyed or damaged by any cause other than by an excluded cause, while contained in the **premises**.

If **your insured property** is lost, destroyed, or damaged, **we** may at **our** sole discretion, either pay for the loss or damage, or repair, restore, or replace the affected **insured property**.

If **your** stock in trade contains watches, clocks and cameras, **our** total liability for these items during the **period of insurance** shall not exceed the total sum insured of S\$50,000.

Basis of settlement

For **insured property** (excluding stock in trade), the Sum Insured 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 of all property at the time of loss or damage.

The amount payable shall not exceed the cost of repair, replacement or reinstatement of the lost or damaged property to a condition substantially equivalent to its condition immediately before the loss or damage. No allowance shall be made for improvements, upgrades or betterment of the **insured property**.

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 replacement of damaged property to its former condition immediately before the occurrence of the loss or damage. The Indemnity Value will be calculated by deducting depreciation value from the replacement or reinstatement value of the **insured property**.

For stock in trade, the basis of settlement shall be the market value.

Excluded Property

Unless specifically provided, this Section does not insure:

1. land, water, animal, bird, fish or other livestock, standing timber plant or crops;
2. glass, bullion or other precious metal, precious stone, jewellery, pearl, fur, curiosity, work of art;
3. **money**, promissory note, negotiable instrument, bond, security, stamp, document, book or record;
4. any vehicle however propelled and registered for road use, locomotive and rolling stock, watercraft aircraft, or property contained within it;
5. property undergoing construction, erection, dismantling, installation or being imposed on with abnormal conditions due to testing experiment or intentional overloading;
6. any dock, wharf, pier, dam, reservoir, tunnel, underground or off-shore property;
7. property while in transit outside the **premises**;
8. property which at the time of damage is or would have been subject of a marine insurance policy but for this Section except in excess of the amount which is or would have been payable under such Marine insurance;
9. property that cannot be replaced, has ceased to be of any functional or commercial value to **you**, or while in the possession or care of a bailee; or
10. property while rented, leased or loaned to others including **your** officers and employees for hire or reward.

Exceptions

This Section does not cover:

1. any dishonest or fraudulent act by **you** or by **your** authorised representative or employee, whether acting alone or in collusion with others;
2. unexplained or mysterious disappearance or shortage discovered during stocktaking or shortages due to clerical accounting or programming errors or loss of or damage when left unattended;
3. the voluntary parting of **insured property** or anyone entrusted with the **insured property** if induced to do so by any fraudulent scheme trick device false pretense or unauthorised instructions;
4. spillage, leakage, discharge or solidification, but ensuing loss from any cause not otherwise excluded under this Section is covered;
5. any loss or damage caused by or resulting from:
 - a. shortage or failure in the supply or delivery of materials, water, gas, electricity or fuel to or from the **premises**;
 - b. defect or error in workmanship, material construction, design development, processing or manufacture, work directly performed upon property, inherent vice, but ensuing loss from any cause not otherwise excluded under this Section is covered;
 - c. action of light, shrinkage evaporation, loss of weight, contamination, change in flavour, colour, texture or finish, change in temperature or humidity, unless such loss results from the **insured property** being first damaged directly by a cause not otherwise excluded under this Section;
 - d. Smoke, fumes, vapour from burning of waste or from agricultural or industrial operations, insect larvae or vermin of any description, inherent vice, deformation, deterioration, wear and tear, erosion, rot, rust, corrosion or any gradual operating cause;
 - e. cessation of work, interference with restoration of property or with resumption or continuation of **business**;
 - f. direct or indirect enforcement of any ordinance law regulation or order;
 - g. exposure to weather conditions of **insured property** in the open, but loss caused by lightning or wind is covered;
 - h. inadequacy or failure of power heating or cooling, unless such inadequacy or failure results from **your** power heating or cooling equipment at the **premises** being first damaged directly by a cause not otherwise excluded under this Section;
 - i. electrical or magnetic injury to electronic recording, unless by action of lightning;
 - j. electrical arcing injury or disturbance to electrical or electronic equipment device fixture or wiring, but ensuing loss from any cause not otherwise excluded under this Section is covered;
 - k. Explosion, rupture, bursting, collapse, cracking, bulging, burning out or leaking of any boiler economizer vessel, machinery apparatus, including pipes valves or other fittings, in which pressure is used;
 - l. mechanical or electrical malfunction or derangement of plant equipment or machinery, but ensuing loss from any cause not otherwise excluded under this Section is covered;
 - m. landslide, subsidence, settling, cracking, shrinkage, bulging or expansion as a result of soil movement;
 - n. pollution, seepage or contamination of any description;
 - o. **your** neglect to use all reasonable means to save and preserve property during or after an insured peril;
 - p. theft unless accompanied by violence to persons or threat of violence or forcible and violent entry to or exit from the premise;

6. scratching or denting of painted or polished surfaces;
7. loss or damage arising from deliberate or wilful act or wilful negligence by **you** or **your** employee

Extensions

The following extensions apply to this Section and the maximum liability of Income shall not exceed the Sum Insured as specified in the **Schedule**.

Deterioration of Stock

This Section is extended to cover deterioration of stocks kept in the refrigeration units at the **premises** which is caused directly by:

1. Change in temperature within the refrigeration units resulting from damage to the refrigerating equipment;
2. **Accidental** escape of refrigerant gas from the refrigeration system; or
3. Interruption or failure of public electricity supply to the **premises**, not caused by any deliberate act or omission by the electricity supply authority.

Provided that:

1. **Our** maximum liability shall not exceed the Sum Insured stated in the **Schedule**;
2. Any one cause specified above occurred continuously for at least six (6) hours;
3. The refrigerating equipment shall be diligently maintained by **you** under a contract with a reputable refrigeration engineer and operated in accordance with the manufacturer's recommendations;
4. Such loss or damage is not covered by other specific insurance;
5. This extension shall exclude loss or damage resulting from:
 - a. refrigeration units which are more than 6 years old;
 - b. deliberate act or neglect, whether by **you** or **your** employees;
 - c. consequential loss of any kind;
 - d. the imposition of abnormal conditions directly or indirectly resulting from testing, intentional overloading or experiments;
 - e. faulty packing or storage, inherent defects, contamination or disease.

Full Theft

This Section is extended to cover loss of or damage to the **insured property** by theft without violent and forcible entry into the **premises** but excluding:

1. the first S\$150 of each and every event giving rise to the claim;
2. infidelity or any dishonest act on **your** part or other parties of **your** interest or **your** employees or agents or any person or persons to whom **your insured property** may be entrusted; or
3. unexplained loss, mysterious disappearance or loss or shortage upon taking inventory

Our liability shall not exceed 15% of the Sum Insured or S\$150,000 whichever is lower.

Goods in Transit

This Section is extended to cover loss or damage to goods while in transit anywhere in Singapore due to **accidental** overturning collision or impact to the conveyance.

Provided that:

1. **we** shall not pay for the first S\$200 of each and every event giving rise to the claim;
2. goods are not to be left unattended at all times;

3. **our** maximum liability shall not exceed the Sum Insured stated in the **Schedule**; and
4. such loss or damage is not covered by other specific insurance.

Money

This Section is extended to cover **you** against loss of **money** by any cause whatsoever occurring in Singapore during the **period of insurance**.

Provided that:

1. the safe or strongroom or other depository containing the **money** or any part thereof shall be kept locked and the keys thereof shall at all times be kept in **your** personal custody who on leaving the **premises** shall remove the keys from the **premises**.

Exceptions

This extension does not cover:

1. any consequence of strike or riot;
2. any loss arising from fraud or dishonesty of **your** employees;
3. shortages due to error or omission;
4. losses covered by a policy of fidelity guarantee insurance;
5. loss from an unattended vehicle;
6. loss of **money** entrusted to professional money carriers or to any person other than **you** and/or **your** authorised personnel.

Plate Glass

This Section is extended to cover for the costs of repairing or replacing plain plate glass and sheet glass in windows, doors and partitions for which **you** are responsible for, at the **premises** following **accidental** damage or breakage by any cause and the cost of any necessary boarding up pending replacement of glass following such damage or breakage but excluding:

1. the first S\$150 of each and every event giving rise to the claim;
2. damage or breakage:
 - a. arising from repairs or alterations to the **premises**;
 - b. due to defects in frames or framework;
 - c. of glass during installation or removal;
3. glass which is scratched, chipped or discoloured.

Our liability shall not exceed the Sum Insured stated in the **Schedule**.

Clauses

The following clauses apply to this Section and **our** maximum liability shall not exceed the Sum Insured as specified in the **Schedule**.

Alterations & Repair/Workmen's

Workmen are allowed in the **premises** stated in the **Schedule** to carry out alterations and repairs without prejudice to the terms and conditions of this **policy**. Provided the independent contract value of such work does not exceed 1% of the Sum Insured for **insured property** or S\$50,000 whichever is higher.

Appraisalment

If the aggregate claim for any one loss does not exceed S\$10,000 or 5% of the Sum Insured whichever is the lower amount, no special inventory or appraisalment of the undamaged property shall be required.

Automatic Reinstatement of Loss

In the event of any loss affecting Section 1, the Sum Insured shall be automatically reinstated to the full insured limit, provided **you** pay the additional premium, calculated by applying the premium rate for top up of Sum Insured to the amount reinstated. This additional premium may be deducted from the claim payment made to **you**.

Average Relief (not applicable to stocks)

If at the time of reinstatement, the sum representing 85% of the cost which would have been incurred in reinstatement, if the whole of the property covered by such item had been physically destroyed exceeds the Sum Insured hereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other insured peril, then you shall be considered as being **your** own insurer for the difference between the Sum Insured and the sum representing the cost of reinstatement of the whole of the property and **you** shall bear a rateable proportion of loss, destruction or damage accordingly. Every item, if more than one, insured in this Section shall separately be subject to this Condition.

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 **our** liability shall not exceed S\$5,000 in total.

Capital Additions

We will cover for alterations, additions and improvements (but not appreciation in value in excess of the Sum Insured) to the **premise** for an amount not exceeding 10% of the total Sum Insured or S\$10,000 whichever is lower, subject to **you** declaring to **us** at end of each quarter on such alterations additions and improvements and to pay the additional premium for it. This clause is not applicable to stocks.

Cost of Re-writing Records

We will pay for the cost, charges and expenses incurred in replacement or restoring documents up to an amount not exceeding S\$2,500, but only for the value of the material and not for their value to **you**, which may have been destroyed, damaged, lost or mislaid.

It is understood that the said documents may consist of deeds, views, agreements, maps, plans, records, books, letters, certificates and the like, but Bearer Bonds, Coupons, Banks or Currency Notes or other negotiable papers shall be excluded from this **policy**.

Cost of Temporary Protection and Safety Costs

We will pay **you** the costs of temporary shuttering, boarding up and/or other protection reasonably and necessarily incurred for the safeguarding of the **premises** and/or **insured property** pending repair/replacement, provided **our** liability during any one **period of insurance** for all such costs shall be limited to S\$2,500.

Electrical Installation Clause 4B

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

Fire Brigade Charges and Extinguishing Costs

We will pay for fire brigade charges and cost of replenishment of fire fighting appliance, provided that **our** liability shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the **premises** by this Section or immediately threatening to involve such property and shall in no case exceeding the sum of S\$5,000.

Professional Fees

Architects' Surveyors' and Consultant Engineers' legal and other fees (not exceeding those authorized under the scales of the various Institutions and/or Bodies regulating such fees prevailing at the time of the destruction or damage) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by Fire or any other Peril Insured against (but not such fees for preparing a claim hereunder) up to an amount not exceeding 5% of the Sum Insured or S\$50,000 whichever is the lesser provided that the liability for such destruction or damage and removal of debris costs and fees shall not exceed in the aggregate the Sum Insured.

Removal Of Debris

We will pay for the costs and expenses necessarily incurred in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the **insured property** destroyed or damaged, provided

- a. the amount payable for such costs and expenses shall not exceed 5% of the Sum Insured or S\$50,000 whichever is the lesser if such cost and expense are not insured as separate item; and
- b. liability for such destruction or damage and costs and expenses necessarily incurred for the removal of debris and professional fees shall not exceed in the aggregate the total Sum Insured.

Rent

We cover you against **your** liability to pay rent under **your** tenancy agreement pertaining to the **premises** following damage or destruction to the **premises** by any of the insured perils under this Section. Provided that the damage or destruction shall render the **premises** untenable.

Our liability shall be for the period necessary for the reinstatement of **premises** up to an amount not exceeding 15% of Sum Insured or S\$100,000 whichever is lower.

Seasonal Increase in Stock

We automatically increase the Sum Insured for stock in trade by 25% subject to a maximum of S\$30,000 during one month prior to Chinese New Year, Hari Raya Puasa, Deepavali and Christmas.

Sprinkler Leakage

We extend to cover loss or damage to **insured property** caused by water **accidentally** discharged or leaking from any automatic sprinkler installed in the **premises**, provided that such leakage is not result of the following causes:

- a. Heat caused by fire.
- b. Repairs or alterations to the buildings or **premises**.
- c. sprinkler being repaired, removed or extended.
- d. Freezing in the event of the **premises** being vacant or unoccupied, or freezing due to **your** negligence.
- e. The order of the Government or of any municipal, local or other competent Authority.
- f. Subterranean fire
- g. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- h. Explosion, the Blowing up of Building or Blasting.

- i. Defects in construction or conditions which **you** are aware of.

We will not pay for the first S\$1,000 of each and every loss. **Our** liability shall not exceed the total Sum Insured as stated in the **Schedule**.

Temporary External Removal

We extend to cover loss or damage caused directly to **insured property** while temporarily removed for cleaning, modification, repair or other similar purpose elsewhere on the same or to any other premises including transit by road to and from such other premises within the Republic of Singapore, provided that:

- a. the duration of temporary removal does not exceed 30 continuous days;
- b. **our** maximum liability shall be the loss amount had the **insured property** not been removed and in total not more than 10% of the Sum Insured for such item.

This extension does not apply to:

- a. property more specifically insured in another policy
- b. stock and merchandise of any description
- c. motor vehicles or chassis as regard losses occurring elsewhere than at the **premises** from which such property is temporarily removed
- d. property (other than plant and machinery) held in trust by you elsewhere than at the **premises** from which such property is temporarily removed.

Theft During or Following Fire

Loss of **insured property** by theft during or after a fire at the **premises**, up to the time the damaged **insured building** is restored to a state which enables reasonable occupation.

Provided that:

- a. you shall take reasonable precautions to prevent such loss; and
- b. this extension does not cover theft by employees.

Section 2 – Business Interruption

We will indemnify **you** the amount stated in the **Schedule** of this **policy** up to a maximum 100 days per policy year, for the period during which **your business** is interrupted or interfered with as a consequence of loss or damage which is covered under Section 1 and/or Section 7 of this **policy** provided that payment shall have been made or liability admitted under either Section(s).

Basis of settlement

In the event of loss or damage giving rise to an interruption of **your business** and resulting in a claim under this **policy**, the amount payable shall be calculated as follows:

Daily benefit x Number of days of interruption

The daily benefit payable shall commence from the date of the loss or damage and continue until:

1. the date on which **your business** resumes normal operations; or
2. the expiry of the applicable **indemnity period**,

whichever is earlier.

Extensions

The following extensions apply to this Section and **our** maximum liability shall not exceed the Sum Insured as specified in the **Schedule**.

Closure of premise

This Section is extended to cover loss as described below directly resulting from interruption to **your business** at the **premise** specified in the **Schedule** in consequence of:

- a. Murder or suicide occurring at the **premise**.
- b. **Injury** or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premise**.
- c. An **accident** that causes sudden and immediate defects in the drainage and/or other sanitary arrangements at the **premise**.

Provided that:

- a. the **occurrence** of any of the contingencies listed above necessitate the compulsory closure of the whole or part of the **premise** by order of a Government Authority;
- b. **our** liability for any one **occurrence** shall not exceed a maximum **indemnity period** of 30 days from the date of such closure;
- c. **we** shall not be liable to pay for business interruption sustained during the three (3) consecutive days period immediately after the date of the closure order;
- d. **we** shall not be liable for any claims
 - i. for any cost to clean, decontaminate, disinfect, repair, replace, recall or checking of any property
 - ii. for loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the contingencies listed under(a) to (c) above.

For the purpose of this extension, **occurrence** means any event or series of events resulting from or attributable to one cause or original source.

All the limits, terms, conditions and exceptions of this **policy** (except to the extent that they are expressly varied by this extension) shall apply.

Denial of access

We extend to cover physical damage caused by an insured peril to property of others within a 250m radius of **your premise**, which makes it impossible or difficult for **you** to use or access **your premises**, even if **your own premises** and **insured property** are not damaged. **Our** liability shall in no case exceed a maximum of 30 days consecutive from the date of closure for any one occurrence.

Public Utilities

We extend to cover interruption or interference to **your business**, due to damage to property at any generating station or sub-station of the public electricity provider, land-based premises of the public gas provider of any natural gas producer linked directly therewith, or water works or pumping station of the public water provider, from which **you** obtain electricity, gas or water respectively.

Provided that:

- a. **we** shall only be liable for any claim if the interruption of the relevant utility or service to the **premises** continues for a period of not less than three (3) consecutive days.
- b. **we** shall only indemnify **you** for the period of interruption in excess of the initial three (3) consecutive days,
- c. **we** shall not be liable for any interruption resulting from the deliberate act of any utility provider in withholding or restricting supply.

Section 3 – Public Liability

We will indemnify **you** against:

1. All sums which **you** shall become legally liable to pay as compensation in respect of:
 - a. **accidental** bodily **injury** or illness of any person, or
 - b. **accidental** loss of or damage to propertyarising from **your business** and occurring within the Republic of Singapore during the **period of insurance** as stated in the **Schedule**.
2. All costs and expenses of litigation:
 - a. recovered by any claimant against **you**
 - b. incurred with **our** written consentin respect of a claim against **you** for compensation to which the indemnity expressed in this Section applies.

Limit of Indemnity

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 on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

Jurisdiction

The indemnity provided by this Section shall not apply to:

1. compensation for damages in respect of judgments not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore.
2. costs and expenses of litigation recovered by any claimant from you which are not incurred in and recoverable in the Republic of Singapore.

Exceptions

This Section does not cover:

1. liability in respect of **injury**, illness, loss or damage which results from **your** deliberate act or omission and which could reasonably have been expected having regard to the nature and circumstances of such act or omission;
2. liability assumed by **you** which attaches by virtue of an agreement but which would not attached in the absence of such agreement;
3. liability in respect of **injury** to or illness of any person under a contract of service or apprenticeship with **you** if such liability is in respect of **injury** or illness arising out of and in the course of the employment of such person by **you** or any sums payable by **you** under legislation relating to occupational **injury** or illness;
4. liability in respect of loss of or damage to property:
 - a. belonging to or in the charge or under the control of **you** or any of **your** servant or agent and these shall not include buildings temporarily occupied for the purpose of work in the course of the **business**;
 - b. being that part of goods or land or building or structure on which you or any of **your** servant or agent is or has been working where such loss or damage results from such work;
 - c. caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economiser or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or in the charge or under the control of you or any of **your** servant or agent;

5. liability in respect of **injury** or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support;
6. liability in respect of **injury**, illness, loss or damage arising from **your** ownership, possession or use by or on **your** behalf of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of Motor Insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer within the limit of any carriageway or thoroughfare;
7. liability in respect of **injury**, illness, loss or damage caused by or in connection with or arising from:
 - a. any vessel or craft or aircraft unless specified in the **Schedule** under the heading of Plant owned or possessed or used by or on **your** behalf or the loading or unloading thereof
 - b. any lift, elevator, escalator, hoist or crane owned or used by you or for the maintenance of which you are responsible unless specified in the **Schedule** under the heading of Plant
 - c. **accident** to any vessel or craft in consequence of the condition or unsuitability of any berth, dock or mooring
 - d. any commodity, article or thing supplied, repaired, altered or treated by or to **your** order and happening elsewhere than at any of **your premises**;
 - e. poisoning of any kind or foreign or deleterious matter in food or drink;
 - f. any breach of professional duty due to any negligent act, error or omission committed or alleged to be committed by **you** or a person in **your** service;
8. liability in consequence of defective sanitary installation or directly or indirectly occasioned by or through or in consequence of seepage pollution or contamination;
9. any fine or penalty imposed upon **you** or any punitive or exemplary damages awarded against **you**;
10. 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.

Extensions

The following extensions apply to this Section and the maximum liability of Income shall not exceed the Limit of Liability as specified in the **Schedule**.

Advertising and Neon Signs

This Section is extended to cover **your** legal liability arising from **accidents** in connection with the advertising and neon signs at **your premises**.

Provided that:

- a. **you** comply with all statutory enactments by-laws and regulations and shall at all times ensure that the advertising and neon signs installation are kept in a proper state of repair;
- b. if any defect be discovered, **you** shall make good such defect and shall in the meantime take such additional precautions for the prevention of **accidents** as the circumstances may require, and no alteration in the position of the signs shall be made without **our** consent;
- c. so far as is reasonably practicable no alteration or repair shall without **our** consent be made to the said advertising and neon signs after any **accident** has occurred in connection therewith until **we** shall have had opportunity of inspecting same; and
- d. **our** maximum liability shall not exceed the limit stated in the **Schedule**.

Children and/or Students Under Care, Custody or Control (Applicable to Education Business Category only)

This Section is extended to cover **your** legal liability in respect of **accidental** bodily **injury** to children and/or students due to any negligent act committed or alleged to be committed by **you** or **your** employees in the course of **business**.

Provided that:

- a. the relevant employees are permanently employed by **you**; and
- b. the children and/or students are enrolled in the school operated by **you**;
- c. **we** shall not be liable for the first S\$350 for each and every claim; and
- d. **our** maximum liability shall not exceed the limit stated in the **Schedule**.

Defective Sanitary Installation

This Section is extended to cover bodily **injury**, property loss or damage caused by defective sanitary installation, provided such defects are due to a sudden, unintended and unexpected event happening during the **period of insurance**. **We** will not cover for:

- a. the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of insurance;
- b. fines, penalties-punitive or exemplary damages.

Our liability shall not exceed S\$500,000 or 50% of the Limit of Indemnity as stated in the **Schedule**, whichever is lower, for any one occurrence and in the aggregate.

This clause shall not:

- a. apply to the first S\$2,500 of compensation costs and expenses payable in respect of any one occurrence of loss of or damage to property and you shall bear this amount.
- b. extend to cover any liability which would not have been covered under this **policy** had this clause not been attached

Employees' Personal Effects

We will pay for **your** legal liability for loss of or damage to clothing and/or personal effects of employees up to an amount of S\$150 in respect of any one employee and S\$50,000 in the aggregate.

Fitness / Wellness Centre Members (Applicable to Beauty, Wellness and Fitness Business Category only)

This Section is extended to cover **your** legal liability in respect of **accidental** bodily **injury** to **your** members due to any negligent act committed or alleged to be committed by **you** or **your** employees in the course of **business**.

Provided that:

- a. the relevant employees are permanently employed by **you**; and
- b. members means any individual who has entered into a service agreement, contract and/or package arrangement with **you** for the provision of services;
- c. **we** shall not be liable for the first S\$350 for each and every claim;
- d. **our** maximum liability shall not exceed the limit stated in the **Schedule**.

Food and Drinks Poisoning (Applicable to Micro SMEs F&B, Office, Food and Beverage, Retail, Education, Beauty, Wellness and Fitness and Healthcare Business Category only)

This Section is extended to cover **your** legal liability in respect of **accidental** bodily **injury** including illness of any person or loss or damage to property directly caused by or arising as a direct consequence of anything harmful

or defective in food or drink sold or supplied by **you** or from poisoning of any kind caused by, or foreign or deleterious matter in food or beverages sold or supplied by **you** in the course of **business** at **your premises** named in the **Schedule**.

Provided that:

- a. **you** shall at all times take every reasonable precaution to prevent the sale of any article of food or beverage which are not in good condition, ensure that they are free from contamination and fit for human consumption;
- b. **we** shall not be liable for the first S\$350 for each and every claim; and
- c. **our** maximum liability shall not exceed the limit stated in the **Schedule**.

Loading and Unloading of Vehicle

We will pay for **your** legal liability in respect of any bodily **injury** or loss of or damage to property caused or arising from beyond the limits of any carriageway or thoroughfare in connection with:

- a. the bringing of the load to such vehicle for loading thereon
- b. the taking away of the load from such vehicle after unloading

by any person other than the driver or attendant of such vehicle, provided that **our** maximum liability shall not exceed the limit stated in the **Schedule**.

Tenants' and Occupiers' Liability

This Section is extended to cover **your** legal liability in respect of **accidental** loss or damage caused:

- a. to any building or **premises** or part thereof not belonging to **you** but under **your** occupation;
- b. to the **insured property**, fixture and fittings of the aforesaid buildings or **premises** or part thereof not belonging to you but in **your** charge or control

Provided that:

- a. this extension shall not apply to liability in respect of such loss or damage if the liability is assumed by you under agreement (other than Tenancy Agreement, details which are lodged with us where there is one available) and would not have attached in the absence of such agreement.

Sprinkler Leakage

This Section is extended to cover **your** legal liability for loss or damage caused by **accidental** discharge from the sprinkler installation in the insured **premises**.

Treatment Risks (Applicable to Beauty, Wellness, Fitness Business Category only)

This Section is extended to cover **your** legal liability for **accidental** bodily **injury** to **your client** caused by or in connection with covered services rendered by **you** in the course of **your business** during the **period of insurance**.

Provided that:

- a. the instrument(s) used for any of the covered services meet(s) the specified safety standards set out in the Consumer Protection (Safety Requirements) Registration Scheme managed by SPRING Singapore and that any treatment under such covered services does not involve the breaking of or abrasion of the skin;
- b. services provided are those which are on **your** official list of services provided;
- c. services are only rendered by individuals who are **your** permanent employees, but not including students, trainees or any person who pays fees in any form for acquiring skills relating to **your business**;
- d. services are not rendered by individuals who are under the influence of intoxicants or drugs;

- e. services do not include plastic surgery, face lift, skin exfoliation, treatment and/or removal of warts, moles and veins, treatment and/or tattoo of any parts of the face and/or body;
- f. **we** shall not be liable for the first S\$350 for each and every claim; and
- g. **our** maximum liability shall not exceed the limit stated in the **Schedule**.

Worldwide Extension for Directors and Executives

This Section is extended to cover **your** legal liability for **accidental** bodily **injury** to any person or damage to property caused by the negligence of **your** directors and/or executives whilst engaged on **business** anywhere in the world subject to Republic of Singapore Jurisdiction, provided that:

- a. **we** shall not be liable for claim arising directly as a result of any manual work relating to your **business**
- b. such employee is not entitled to indemnity under any other insurance.
- c. **our** maximum liability shall not exceed the limit stated in the **Schedule**.
- d. such employee shall act as though he were you and observe, fulfill and be subject to the terms, exclusions and conditions of this **policy** so far as they can apply.

Section 4 – Personal Accident

If during the **period of insurance**, the **insured person(s)** shall sustain bodily **injury** caused by violent, **accidental**, external and visible means, and which **injury** shall solely and independently of any other cause result in the **insured persons'** loss of life or disablement, **we** will pay to **you** the benefits specified in the Table of Compensation.

Table of Compensation

Description of Disablement	% of Sum Insured
1. Loss of life	100%
2. Total Permanent Disability	100%
3. Loss of sight of both eyes	100%
4. Loss of two limbs	100%
5. Loss of sight of one eye	50%
6. Loss of one limb	50%
7. Loss of speech	50%
8. Loss of hearing in both ears	50%
9. Loss of hearing in one ear	20%
10. Loss of a thumb	
- Both phalanges	20%
- One phalanx	10%
11. Loss of any one finger	
- More than one phalanx	10%
- One phalanx	5%
12. Loss of a big toe	5%
13. Loss of any other toe	2%

Permanent total loss of use of member shall be treated as loss of member. Where **injury** is not specified above (other than loss of sense of taste or smell) **we** will, after consulting **our** Medical Advisors, adopt percentage of disablement which in **our** opinion is not inconsistent with the provisions above without taking into consideration the **insured person's** occupation.

Our total liability shall not in the aggregate exceed 100% of the Sum Insured under this Section during any one Period of Insurance.

Exceptions

This Section does not cover loss of life or disablement:

- unless such loss of life or disablement takes place within 12 months from the date of the **injury**
- to any person under the age of 16 years or over the age of 70 years
- to any person not residing permanently in Singapore
- directly or indirectly caused by, contributed to, or arising from:
 - the **insured person's** wilful exposure to needless perils (except in an attempt to save human life) or the **insured person's** criminal act
 - self **injury**, suicide or attempted suicide (whether felonious or not), provoked assault, intoxication, drugs, intemperance or insanity, venereal disease or any physical defect or infirmity, pregnancy, childbirth or menopause

- iii. the **insured person** taking part in flying or other aerial activities except as a passenger in a licensed passenger carrying aircraft (other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon)
- iv. the **insured person** taking part in parachuting, hang gliding, mountaineering, racing of any kind other than on foot, professional sports and diving to a depth greater than 50 meters
- v. the **insured person** taking part in motorcycling (as driver or passenger) and motor rallies

Extensions

The following extensions apply to this Section and the maximum liability of Income shall not exceed the Sum Insured as specified in the **Schedule**.

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 two 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 **us**.

Hijack

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

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 person's** own wilful or intentional act.

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 connection with the **insured person's** own participation of any such act.

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.

Section 5 – Rental Expenses

In the event that **your premises** is rendered uninhabitable as a consequence of loss or damage covered under Section 1 and/or Section 7 of this **policy**, provided that payment shall have been made or liability admitted under either Section(s), **we** will indemnify **you** for the reasonable additional expenses for the rental of alternative premises actually incurred by **you** during the period necessary for the reinstatement of the insured **premises** up to the Sum Insured specified in the **Schedule** per policy year.

The maximum amount **we** will pay is:

1. up to the limit stated in the **Schedule**; or
2. a maximum of 100 days; or
3. the period actually taken to restore **your business** to the pre-loss operational level;

whichever is earlier.

Section 6 – IT Asset Protection

In the event of any direct loss, damage, corruption, impairment, encryption or deletion of **your IT assets** directly caused by **malware**, rendering all or part of **your IT assets** unusable during the **period of insurance** for the conduct of **your business**, **we** will indemnify **you** for the reasonable and necessary costs incurred to:

1. repair or replace **your IT assets** which have been directly damaged or rendered permanently unusable by such **malware**; and
2. reinstall, recover, restore or reconfigure operating systems, software applications, databases, programs, configurations, and digital records from available backups or other available records, to restore **your IT assets** to substantially the same condition existing immediately prior to the loss.

Basis of Settlement

1. Computer Hardware
 - i. Computer hardware shall be indemnified on a replacement cost of equipment of equivalent specification, capacity and functionality, without allowance for any improvement, enhancement or increased performance.
 - ii. Where identical equipment is unavailable, settlement shall be based on the cost of equivalent modern replacement technology performing substantially the same function.
2. Software and Digital Assets
 - i. Software shall be indemnified based on the reasonable cost of relicensing, reinstalling, restoring or reconfiguring licensed software products to their pre-loss condition.
 - ii. Digital records shall be settled based on the reasonable costs of restoration or recovery, but shall not include the value of the information itself.
3. Improved Technology
 - i. Where replacement equipment or software includes technological improvements that are unavoidable due to market availability, **we** shall not reduce the settlement solely on that basis.
 - ii. However, **we** shall not pay for voluntary enhancements, upgrades or improvements beyond the functionality existing immediately prior to the loss.

Provided that:

1. the cost of repairing, replacing, restoration or recovery result directly from a covered **malware** incident and not from any other excluded cause;
2. **you** maintain and implement commercially reasonable cybersecurity procedures appropriate to the size and nature of **your business**, including:
 - anti-malware and endpoint protection solutions;
 - security patch and update management procedures;
 - access controls and password management practices; and
 - data backup and recovery procedures;
3. **you** take all reasonable steps to mitigate and minimise any loss and to prevent further damage following discovery of the **malware** incident;
4. **you** notify **us** as soon as reasonably practicable after becoming aware of any event likely to give rise to a claim under this Section;
5. **you** preserve all relevant evidence, logs, records and affected systems to the extent reasonably practicable to facilitate investigation of the loss; and

6. any salvage, residual value or recoverable amount shall be deducted from the amount payable under this Section.
7. **you** shall take reasonable measures to recover damaged data, software and systems from available backups before incurring replacement costs.
8. **our** maximum liability under this Section shall not exceed the Sum Insured stated in the **Schedule** for any one claim and in the aggregate during the **period of insurance**.

Exceptions

This Section does not cover:

- a. loss arising from **malware**, malicious codes, system compromise or unauthorised access existing prior to inception of this **policy**;
- b. wear and tear, gradual deterioration, inherent defect, mechanical or electrical breakdown, obsolescence, or failure of hardware not directly caused by a covered **malware** incident;
- c. loss of income, revenue, profits, market share, goodwill, or business opportunities or any other consequential loss;
- d. fines, penalties, punitive, exemplary or aggravated damages, or regulatory sanctions of any kinds;
- e. costs incurred solely to improve, upgrade, or replace or enhance any IT Asset beyond their pre-loss condition, functionality or performance;
- f. costs to redesign, redevelop, rewrite or enhance proprietary, bespoke or custom-developed software, except to the extent necessary to restore such software to its pre-loss condition;
- g. loss arising from programming errors, software bugs, system design defects, configuration errors, installation errors, operational errors or maintenance activities not directly caused by malware;
- h. loss arising from your failure to maintain and regularly test backup procedures and cybersecurity controls appropriate to the size, nature and complexity of your business;
- i. loss arising from interruption, failure or fluctuation of electricity, telecommunications services, internet services, cloud services or other infrastructure not directly caused by a covered Malware incident;
- j. loss caused by deliberate, dishonest, fraudulent, or criminal acts committed by **you** or **your** directors, partners, senior management, any of **your** representatives or employees;
- k. war, cyber warfare, cyber terrorism, or state-sponsored cyber operations; and
- l. Any ransom payment, extortion payment, cryptocurrency transfers, negotiation cost or other consideration paid in response to a ransomware or extortion demand.

Section 7 – All Risks (Building)

The cover provided by this Section is operative only if shown as such in the Schedule.

We will indemnify **you** subject to the terms, exceptions and conditions contained herein or endorsed hereon, if during the **period of insurance**, the **insured building** is physically destroyed or damaged by any cause other than by an excluded cause.

If **your insured building** is destroyed, or damaged, **we** may either pay for the damage, or repair, restore, or replace the affected **insured building**. The amount paid will be based on the property's value at the time the loss occurred or the cost of repairing the damage.

Extensions

The following extensions apply to this Section and the maximum liability of Income shall not exceed the Sum Insured as specified in the **Schedule**.

Capital Additions

Alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to the **premise** for an amount not exceeding 10% of the total Sum Insured or S\$10,000 whichever is the lesser, subject to you declaring to us at end of each quarter on such alterations additions and improvements and to pay the additional premium for it. This clause is not applicable to stocks.

Fire Brigade Charges and Extinguishing Costs

We will pay for fire brigade charges and cost of replenishment of fire fighting appliance, provided that **our** liability shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the **premises** by this Section or immediately threatening to involve such property and shall in no case exceeding the sum of S\$5,000.

Landlord

If you have the interest as landlord in this insurance, this interest shall not be affected by the conduct of any legal tenant which increased the risk of loss without **your** consent or knowledge. Provided once **you** know of such conduct or increase in risk, you give written notice to **us** and immediately take all reasonable actions to prevent a loss or minimize further loss and on demand to pay such additional premium as **we** may require.

Professional Fees

Architects' Surveyors' and Consultant Engineers' legal and other fees (not exceeding those authorized under the scales of the various Institutions and/or Bodies regulating such fees prevailing at the time of the destruction or damage) for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon the destruction of or damage to the property by Fire or any other Peril Insured against (but not such fees for preparing a claim hereunder) up to an amount not exceeding 5% of the Sum Insured or S\$100,000 whichever is the lesser provided that the liability for such destruction or damage and removal of debris costs and fees shall not exceed in the aggregate Sum Insured.

Removal Of Debris

We will pay for the cost and expenses necessarily incurred in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the **insured property** destroyed or damaged, provided:

- a. the amount payable for such costs and expenses shall not exceed 5% of the Sum Insured or S\$50,000 whichever is the lesser if such cost and expense are not Insured as separate item; and
- b. liability for such destruction or damage and costs and expenses necessarily incurred for the removal of debris and professional fees shall not exceed in the aggregate the Total Sum Insured.

Replacement/Reinstatement Value

The indemnity for **insured building** damage shall be the actual cost and expense incurred to reinstate or if necessary to replace damaged **insured building** on the same site, provided:

- a. All other property insurance covering **insured building** at the time property damage occurs also provide for the same basis of indemnity; otherwise indemnity under this Section shall be the indemnity value at the time property damage occurs.
- b. The work of restoration is commenced and carried out with due diligence and in any case completed within 12 calendar months (or such time that **we** may agree to in writing) from the date of loss; otherwise indemnity shall be the indemnity value at the time property damage occurs.
- c. If at the time of reinstatement or replacement, the Sum Insured is less than the replacement value of **insured building**, then **you** shall be deemed as being **your** own insurer for the difference between the replacement value and Sum Insured and accordingly shall bear a proportionate share of the loss amount. This provision applies separately to each Item under this Section.

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

If **you** are unwilling or unable to reinstate or replace the damaged property, then property damage shall be settled at indemnity value at time property damage occurs.

Section 8 – Approved Work Injury Compensation Act 2019 Insurance

The cover provided by this Section is operative only if shown as such in the Schedule.

1. This Section (hereinafter called the ‘Section’) is issued as an approved employee insurance Section under the Work Injury Compensation Act 2019.

Interpretation

2. (1) References to “Act” in this Section mean the Work Injury Compensation Act 2019, as may be amended from time to time.
(2) References to “Legislation” in this Section mean the Work Injury Compensation Act 2019 and any regulations made thereunder, as may be amended from time to time.
(3) Words used in the Section have the meanings given by the Legislation.
(4) References to “Terms of this Section” mean any terms, exceptions, conditions and warranties, and any memorandum if applicable, contained in or endorsed on this Section, which are consistent with the compulsory terms prescribed under the Act.
(5) The insured refers to each insured specified in the **Schedule**, including the Policyholder, that is participating in the insurance plan under this Section.
(6) The Policyholder refers to the party executing the contract for itself and on behalf of all other Insured specified in the **Schedule**.
(7) The Insured’s risk profile is the risk of accident or disease to any employee in the Insured’s employment, taking account of the Insured’s workforce, payroll numbers and other material information required to be stated in the **Schedule**.
(8) References to “Relevant Injury” in this Section mean death or personal injury -
 - a. sustained by an employee that is caused by an accident that –
 - i. arises out of and in the course of the employee’s employment with the Insured and
 - ii. occurs during the **period of insurance**; or
 - b. that results from a disease contracted in the circumstances mentioned in section 10(1) of the Act in respect of the employee’s employment with the Insured during the **period of insurance**.
(9) References to “the employee’s employment with the Insured” in this Section include work done by the employee for another person while the employee’s services are temporarily lent or let on hire by the Insured to that other person (as mentioned in section 3(2) of the Act).
(10) References to “earnings” have the meaning given by the Act.
(11) References to “Estimated Annual Earnings” in this Section mean an amount, not less than the Past Annual Earnings of the Insured, declared by the Insured to be an estimate of the total earnings to be paid by the Insured (as well as by other employers and known to the Insured) during the 12 months starting on the Commencement Date of the Policy.
(12) References to “Past Annual Earnings” of the Insured in this Section mean the total of the monthly earnings paid by the Insured (as well as by other employers and known to the Insured) during the 12 months immediately before the Commencement Date of the Policy.
(13) A word or expression to which a specific meaning has been attached in any part of this Section or the **Schedule** shall bear such specific meaning wherever it may appear.
3. **WHEREAS** the Insured is carrying on the business described in the **Schedule**, and has (a) submitted a Proposal to INCOME INSURANCE LIMITED (hereinafter called the “Income”) for the insurance under this

Section and (b) paid or agreed to pay the premium stated in the **Schedule** as consideration for such insurance, this Section incorporates the **Schedule** and the Proposal, which shall be read together as one contract.

4. **NOW** if any employee described in the **Schedule** in the Insured's employment has a Relevant Injury Income will, subject to Terms of this Section, indemnify the Insured against all sums that the Insured shall be liable to pay under the Legislation in respect of that employee and will in addition pay all costs and expenses incurred by the Insured in relation to the Insured's liability under the Legislation in respect of that employee with the written consent of Income (such consent not to be unreasonably withheld).
5. In the event of the death of the Insured Income will indemnify the Insured's legal personal representatives in accordance with the Terms of this Section in respect of liability incurred by the Insured provided that such personal representatives shall observe, comply, fulfil and be subject to the Terms of this Section as though they were the Insured insofar as the Terms of the Section can apply.
6. PROVIDED ALWAYS that
 - a. In the event of any change in the Legislation Income reserves the right to cancel this Section in accordance with clause 10(10) of this Section or allow the Section to remain in force and charge reasonable additional premium therefor;
 - b. The contents of the Proposal are deemed to be representations, not warranties, but where there is fraudulent non- disclosure or misrepresentation of the Nature of the Business or Job Category or Category of Employee in the Proposal, Income may avoid the contract and refuse all claims.

Jurisdiction

7. (1) This Section is governed by the laws of the Republic of Singapore.
(2) The indemnity under this Section does not apply in respect of judgments delivered by or obtained from a court or tribunal of a jurisdiction outside Singapore.

Recovery from Insured

8. (1) Where Income pays any amount under this Section that an Insured is liable to pay under the Legislation, Income shall have the right to recover from the Insured -
 - a. where there is a non-disclosure of any material fact which an Insured could reasonably be expected to have disclosed, or a deliberate or negligent misstatement of any material fact, the amount paid by Income which is attributable to any Relevant Injury arising in relation to those non-disclosed or misstated material facts;
 - b. where the Insured causes a fraudulent claim to be brought, the amount paid by Income on behalf of the Insured in respect of the fraudulent claim;
 - c. where the Insured breaches any obligation under clause 10 of this Section, the amount paid by Income on behalf of the Insured which is attributable to that breach.
- (2) For the avoidance of doubt -
 - a. material facts under clause 8(1)(a) of this Section include but are not limited to the nature of the Business or Job Category or Category of Employee required to be stated in the **Schedule**.
 - b. clause 8(1)(a) of this Section does not confer any right of recovery where the amount paid is in relation to the employee's activities that are incidental to the Job Category or Category of

Employee stated in the **Schedule** or reasonably foreseeable to be carried out by an employee in the Job Category or Category of Employee stated in this **Schedule**.

Exceptions

9. (1) Income shall not be liable in respect of
- a. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
 - b. any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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:
 - i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - ii) any act of terrorism including but not limited to –
 - (A) the use of force or violence (or threat of force or violence); and/or
 - (B) harm or damage to life or to property (or threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear;
 - c. any action taken in controlling, preventing, suppressing or in any way relating to clause 9(1)(b)(i) or (ii) of this Section.
 - d. subject to clause 9(2) of this Section, any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from –
 - i) nuclear weapons material; or
 - ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission;
 - e. any liability directly or indirectly caused by, arising out of or in any way connected with any claim against the Insured to the extent that the provision of any cover, or the payment of any claim or benefit hereunder would expose Income, or its parent to any sanction, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of Singapore, the European Union, United Kingdom, or United States of America;
 - f. any claims based upon or arising out of asbestosis and mesothelioma.
- (2) Clause 9(1)(d) of this Section does not exclude any liability caused by or contributed to by or arising from radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

Conditions

10. (1) Insofar as it is not prohibited by the Legislation, the Insured shall at all times observe, comply with and fulfil the Terms of this Section.

- (2) The Policyholder warrants and shall be deemed to have the authority to enter into this Section either as principal or where applicable as agent of all other Insured where applicable. The Policyholder also warrants and is deemed to have been authorised by all other Insured under this Section to make such declarations or disclosures as Income requires on their behalf. On receipt of this Section, the Policyholder must provide a copy of the Section and the **Schedule** to all other Insured to be insured by Income under this Section, and all Insured that are insured by Income under this Section will be deemed to have consented to the Terms of this Section.
- (3) Every notice or communication to be given or made under this Section shall be delivered in writing to Income.
- (4) The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's employees and shall comply with all statutory obligations and requirements.
- (5) In the event of the occurrence of any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Section, the Insured shall give notice of the occurrence to Income with full particulars within the time required by the Legislation.
- (6) Every letter, claim, writ, summons and process relating to any accident or any disease mentioned in section 10(1) of the Act that may give rise to a claim under this Section shall be notified or forwarded to Income as soon as possible after receipt. Notice shall also be given to Income as soon as possible after the Insured knows of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease.
- (7) No admission, offer, promise, or payment shall be made by or on behalf of the Insured without the written consent of Income.
- (8) Income shall be entitled if it so desires to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured must give such information and assistance as Income may require. This does not affect any right of the Insured to participate in the resolution of disputes by the Commissioner in accordance with the Legislation.
- (9) The Insured must notify Income immediately if the nature of the Business or Job Category or Category of Employee as described in the **Schedule** has changed in such a way as to increase the risk of accident or disease to any employee in the Insured's employment and at the latest within 14 days from the date of the change. The Insured must, in addition, specify in the notice the changes in the nature of the Business or Job Category or Category of Employee and the date of the change. Where the Insured corrects an inaccuracy in the description of the nature of the Business or Job Category or Category of Employee in the **Schedule** by notifying Income of the change, Income may adjust the premium to an amount reasonably payable for the Insured's risk profile applicable to its proper description of the nature of the Business or Job Category or Category of Employee.
- (10) Income may cancel this Section by giving 30 days' written notice by registered letter to the Insured at his last known address; and provided no claim has arisen during the period during which the Section had been in force Income will return to the Insured the premium paid less the actual premium payable for the period during which the Section had been in force subject to a minimum premium payment of S\$50.00 by the Insured.

The Insured may cancel this Section by giving 30 days' written notice to Income and provided no claim has arisen during the period during which the Section had been in force the Insured shall be entitled to a return of premium paid less the actual premium payable for the period during which

the Section had been in force subject to any adjustment of premium required by the Terms of this Section and subject to a minimum premium payment of S\$25.00 by the Insured.

- (11) Any dispute arising out of or in connection with this Section, including any question regarding its existence, validity or termination, shall be referred to arbitration in accordance with Singapore arbitration laws. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one arbitrator to be appointed by parties jointly, or, failing parties' agreement on the arbitrator, appointed by the Singapore International Arbitration Centre. The language of the arbitration shall be English. The making of an Award by the Tribunal as herein before specified shall be a condition precedent to any right of action against Income.
- (12) A person that is not a party to this Section shall have no right under the Contracts (Rights of Third Party) Act 2001 to enforce any of its terms.

Data Governance

11. (1) The Insured agrees and gives consent for Income to verify the following information about the Insured with governmental or regulatory authorities, for the purposes of processing, underwriting, administering and managing the Section with Income:
- a. workforce size and aggregated payroll for all, or any class of employees;
 - b. number of compensation cases and amount of work injury compensation paid or payable for all, or any class of employees.
- (2) The Insured also consents to the collection, use, disclosure and dissemination of all information (including but not limited to information provided by the Insured related to the Section to the Insured's insurance intermediaries and Income's authorised agents and service providers) for purposes relating to or incidental to the Insured's claims under the Section or in accordance with the Legislation.

Premium Adjustment and Declaration of Earnings

12. (1) The premium payable by the Insured shall be based on the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) to every employee in the Insured's employment during the **period of insurance**.
- (2) If the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the **period of insurance** differs from the total amount on which the premium was calculated at the commencement of this Section, the difference in the premium shall be met by an additional payment or by a refund as the case may be, subject to a minimum premium payment of S\$50.00 by the Insured.
- (3) For the purpose of the premium adjustment, the Insured shall keep and maintain a proper record of the name and full personal particulars of every employee in the Insured's employment together with the amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the **period of insurance** and the Insured shall at all times allow Income to inspect such records.
- (4) The Insured shall without demand and within a month after the end date or termination of this Section, furnish Income an account of all earnings paid by the Insured (as well as by other employers and known to the Insured) to every employee in the Insured's employment during the **period of insurance**.

Underinsurance and Average Condition

13. (1) If the Estimated Annual Earnings declared by the Insured are less than the Past Annual Earnings, the Insured may not be indemnified for the full extent of the Insured's liability, as the Insured will be deemed to be his own insurer to the extent of the shortfall in the Estimated Annual Earnings declared and the Insured shall bear a rateable proportion of the liability accordingly.
- (2) In the event Income is required to make any payment to the claimant by virtue of its obligations under the Legislation, Income shall pay the claimant the compensation in full but reserves the right to recover from the Insured the rateable proportion of the liability mentioned in clause 13(1).

Premium Payment Warranty

14. (1) Despite anything in this Section but subject to clause 14(2) of this Section, 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 Income (or the intermediary through whom this Section was effected) within 60 days of the Commencement Date of the Section, Renewal Certificate or Cover Note.
- (2) In the event that any premium due is not paid and actually received in full by Income (or the intermediary through whom this Section was effected) within the 60-day period referred to above, then:
- a. the cover under the Section, 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. Income 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 Income (or the intermediary through whom this Section was effected) within the **period of insurance**.

Policy Owners' Protection Scheme

15. This Policy is protected under the Policy Owners' Protection Scheme, which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for this Policy under the Policy Owners' Protection Scheme is automatic and requires no further action from the Insured. 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 Income or visit SDIC website (<https://www.sdic.org.sg/>).

No Avoidance of Compulsory Terms

16. Nothing in this Section (including the **Schedule** and the Proposal) or any memorandum or endorsement affects the compulsory terms under section 26 of the Act.

Additional Benefits

The following additional benefits shall apply under this Section and shall be subjected to the Terms, Exceptions and Conditions.

Common Law Endorsement

This Section is extended to indemnify the Insured against legal liability at Common Law, for Relevant Injury sustained by employees described in the **Schedule**.

Provided that:

1. Income's liability shall be limited to S\$10,000,000 for any one claim or series of claims arising out of one event.

2. Income shall not be liable for any liability of the Insured to pay compensation to an employee or to the legal representatives or dependents of an employee by virtue of the Legislation.

The following exclusions will apply:

Communicable Disease Exclusion LMA5396

1. Notwithstanding any provision to the contrary within this Section, this Section does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - iii. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Cyber Incident Exclusion LMA5272 (applicable only to renewal policies effective from 1 May 2022 and thereafter)

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any Cyber Loss.

Definitions

1. Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to Income, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
2. Cyber Incident means:
 - i. an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - ii. a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - iii. a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;

involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

3. Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the

aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

To and From Work Meal Breaks Extension (Applicable To Non-Company Provided Transport)

This Section shall cover any injuries sustained by your employee in pursuance of or arising out of and in the course of his employment by the **insured** whilst the employee on any working day:

- a. is travelling between his place of residence in the Republic of Singapore to his place of employment or any other place for the purpose of his employment in the Republic of Singapore and vice versa or
- b. is having a meal break within the Republic of Singapore other than his place of employment.

Provided that:

- a. such event giving rise to a claim under this Section does not occur during or after any substantial interruption or deviation from the journey made for reasons or purposes unconnected with his employment which would ordinarily have materially added to the risk of injury.
- b. any injury giving rise to such claim is not incurred in connection with your employee's use of motorised two/three wheeled vehicle (including unicycle, e-scooter) whether driven by petrol engine or otherwise and whether as rider or as pillion.

Our liability under this Section shall be limited to:

1. S\$10,000 for death and permanent incapacity
2. S\$1,000 for medical expenses

per employee and S\$100,000 in the aggregate for all employees injured during any one **period of insurance**.

Exceptions to All Additional Benefits

For the purposes of all Clauses/Endorsements providing additional coverage beyond the terms of this Section, Income shall not be liable in respect of:

- a. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- b. the insured's liability to employees of contractors engaged by the Insured;
- c. any injury to any employee of the Insured resulting from an accident if it is proved that the injury to the employee is directly attributable to the employee having been at the time thereof under the influence of alcohol or a drug not prescribed by a medical practitioner;
- d. any incapacity or death resulting from a deliberate self-injury or the deliberate aggravation of an **accidental** injury.

In addition, the following clause/provision will apply:

Non-Contribution Clause (Applicable to All Additional Benefits)

If at the time claim arises from any of these Additional Benefits, there be any other insurance covering the same liability, Income shall not indemnify the Insured or contribute to any payment/compensation.

Provision to Section 8 – Approved Work Injury Compensation Act 2019 Insurance

In the event of inconsistency between any term of this Section and other term(s) of this Policy, the terms in this Section will prevail to the extent of the inconsistency.

Section 9 – Fidelity Guarantee

The cover provided by this Section is operative only if shown as such in the Schedule.

We will indemnify you for the direct pecuniary loss for which you shall sustain by all acts of fraud or dishonesty committed by any of **your** insured employees:

1. during the **period of insurance**;
2. during the uninterrupted continuance of employment of such employee;
3. in connection with his occupation; and
4. discovered during the **period of insurance** or within twelve (12) months thereafter or within twelve (12) months after the termination of such employment whichever shall happen first.

Limit of Liability

If this Section shall be continued in force for more than one **period of insurance** or if any liability shall exist on our part under this Section and also under any other **policy** in respect of fraud or dishonesty of the employee **our** liability shall not be accumulated or increased thereby but **our** aggregate liability during any number of Periods of Insurance and for any number of acts of fraud or dishonesty committed by the insured employee shall not exceed the amount of guarantee as stated in the **Schedule** or the amount guaranteed under any other such **policy** as aforesaid whichever is the greater.

Exceptions

This Section does not cover:

- a. if the nature of the **business** or the duties or condition of service of any of the insured employee(s) shall be changed;
- b. if the remuneration of any of the insured employee(s) is reduced without **our** sanction;
- c. the acts of an employee whom **you** continued to trust with **money** and/or contents after **you** had knowledge of any act or acts of fraud or dishonesty committed by such insured employee;
- d. if the precautions and checks for securing accuracy of the accounts mentioned in the said proposal and correspondence relative thereto shall not be duly observed;
- e. for more than one claim in respect of any act or acts of fraud or dishonesty by one of the insured employee.

Conditions

1. Upon the happening of any circumstances giving rise or likely to give rise to a claim under this **policy** **you** shall immediately upon becoming aware of such loss or damage give immediate notice to the Police and take all practical steps to prosecute the employee involved to conviction for any criminal act which the employee involved shall have committed.
2. Notice in writing shall be given to us within seven (7) days after any act of fraud or dishonesty on the part of any of the employee or reasonable cause for suspicion thereof or any improper conduct shall have come to **your** knowledge or of any of **your** representative to whom is entrusted the duty of superintendence over any of the employee and no amount shall be payable under this Section in respect of that employee by reason of any act committed after such knowledge shall have come to **you** or **your** said representative.
3. Within three months after such notice **you** shall deliver to **us** full details of this claim and shall furnish proof of the correctness of such claim.

4. All **your** books of accounts or any Accountants' reports shall be **open** to **our** inspection and **you** shall give all the information and assistance to enable us to sue for and obtain reimbursement by any one of the employee or by his estate of any **money** which **we** shall have paid or become liable to pay under this Section.
5. **You** shall if required by **us** but at **our** expense, if a conviction be obtained, take all steps to obtain the conviction of the said employee.
6. Any **money** of any one of the employee in respect of whom a claim is made in **your** hands and any **money** which but for any act of fraud or dishonesty committed by such one of the employee would have been due to that employee from **you** shall be deducted from the amount of the loss before a claim is made under this Section.
7. Upon the happening of any circumstances covered by this Section, the aggregate limit of guarantee for the period shall immediately be reduced by the amount paid or payable by us in respect of the act or acts of fraud or dishonesty involved.
8. If either **you** or **we** recover **money** from a third party after a loss, that recovery will be shared between **us** based on the proportion of the loss each of **us** ultimately incur. This excludes recoveries from insurance, reinsurance and any counter security taken by **us**.

General Exclusions

(Applicable to all Sections except Approved Work Injury Compensation Act 2019 Insurance)

This **policy** does not cover:

1. Loss destruction or damage directly or indirectly occasioned by or through or in consequence
 - a. of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) or civil war
 - b. mutiny civil commotion assuming the proportions or amounting to a popular rising military, rising insurrection, rebellion, revolution, military or usurped power
 - c. acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation. For the purpose of this exclusion, “terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear
 - d. (i) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
(ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person.

Provided that **we** are not relieved of any liability to **you** in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this **policy**

- e. the destruction of property by order of any public authority

In any action suit or other proceeding where **we** allege that by reason of the provisions of Exclusions 1(a), (b) and (c) above, any **accidental** loss destruction or damage is not covered by this insurance the burden of proving that such **accidental** loss destruction or damage covered shall be upon **you**.

2. Loss destructive or damage directly or indirectly caused by or arising from or in consequence of or contributed to by
 - a. nuclear weapons material
 - b. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion 2(b) combustion shall include any self- sustaining process of nuclear fission.
3. Any fine or penalty imposed on you or any punitive or exemplary damage awarded against you.
4. Consequential loss of any nature or description whatsoever.

General Clauses

(Applicable to all Sections except Approved Work Injury Compensation Act 2019 Insurance)

This **policy** is subject to the following:

Approved Adjusters

In the event of any loss or damage covered by this **policy**, the amount of such loss or damage shall be adjusted subject to the terms and conditions of the **policy** by a firm of adjuster to be mutually agreed upon.

Condition Precedent

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

1. For the risk insured, **you** have 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
2. If **you** have declared that **you** have breached any premium payment condition in respect of a previous **policy** taken up with another insurer in the last twelve (12) months:
 - a. **You** must have fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - b. A copy of the written confirmation from the previous insurer to this effect is first provided to **us** before cover incepts.

Exclusion of Third Parties Act 2002

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

Illegality Clause

Under no circumstances shall this insurance **policy** be deemed to provide cover and no liability be incurred to pay or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would cause **us** to be in breach of, or expose to any prohibition, or restriction under the laws or regulations of Singapore.

Payment on Account

If liability under this **policy** for loss has been established, but the final loss amount payable has yet to be determined, progress payments on account will be made upon request by **you** at such times and for such amounts as may be agreed with by us provided the sum of such payments is deducted from the final determined amount of loss or damage insured under this **policy**.

Premium Payment Clause

This **policy** is only effective when the premium is paid and actually received in full by **us** (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 or effective date of each endorsement, if any, issued under the **policy**, renewal certificate or cover note.

In the event that any premium due is not paid and actually received in full by us (or the intermediary through whom this **policy** was effected) within the 60 days period referred to the above, then:

1. the cover under the **policy**, renewal certificate, cover note or endorsement is automatically terminated immediately after the expiry of the said 60 days period;

2. the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60 days period; and
3. **We** shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$72.00 (inclusive of GST).

If the **period of insurance** is less than 60 days, any premium due must be paid and actually received in full by us (or the intermediary through whom this **policy** was effected) within the **period of insurance**.

Property Damage 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 programs that is caused by a deletion, a corruption or a deformation of the original structure.

1. Consequently, the following are excluded from this **policy**: Loss or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
2. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs and any business interruption losses resulting from such loss or damage.

Sanction

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or pay 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 any jurisdiction applicable to that Insurer.

Time Adjustment Clause (72 hours)

For the purpose of the application of any deductible under this **policy**, all physical loss, destruction or damage (including Business Interruption) resulting from earth movements, rock falls, and the like, water damage, bushfires, subsidence, collapse, earthquake, flood, storm and tempest, cyclone occurring during each period of 72 consecutive hours shall be considered as one event whether the peril insured is continuous or sporadic in its sweep and scope and irrespective of whether the physical loss destruction or damage was due to the same condition or not. Each event shall be deemed to commence on first happening of any physical loss, destruction or damage from the perils insured not within the period of any previous event.

However, where it can be established that physical loss, destruction or damage has occurred from the same condition over a period in excess of 72 consecutive hours, only one deductible shall be applicable to all physical loss, destruction or damage resulting therefrom (including Business Interruption).

War and 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 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;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not). civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. 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 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 (1) and/or (2) above.

If Income alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon you. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Communicable Disease Exclusion LMA5394 (Applicable to all Sections except Sections 3 – Public Liability & Section 8 – Approved Work Injury Compensation Act 2019 Insurance)

1. Notwithstanding any provision to the contrary within this policy, this policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Communicable Disease Exclusion LMA5396 (Applicable to Section 3 – Public Liability)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Cyber Loss Exclusion LMA5411 (Applicable to all Sections except Sections 3 – Public Liability, Section 6 – IT Asset Protection and Section 8 – Approved Work Injury Compensation Act 2019 Insurance)

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any:
 - a. Cyber Loss;
 - b. loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Definitions

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

Cyber Incident Exclusion LMA5272 (Applicable to Section 3 – Public Liability)

1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any Cyber Loss.

Definitions

2. Cyber Loss means all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defence cost, expense or any other amount incurred by or accruing to Income, including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.
3. Cyber Incident means:
 - a. an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or
 - b. a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or
 - c. a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust;involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
4. Computer System means any computer, hardware, software, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or data storage device, networking equipment or back up facility.

General Conditions

(Applicable to all Sections except Approved Work Injury Compensation Act 2019 Insurance)

1. The observance and fulfillment of the terms of this **policy** by **you** are condition precedent to any of **our** liability to make any payment under this **policy**.
2. You shall take all precautions to avoid and minimize **injury**, loss or damage and to comply all statutory obligations and By-Laws or regulations imposed by any Authority for safety of persons or property.
3. You will give written notice to us as soon as practicable of any other insurance or insurances effected by **you**, or by any other person which may pay **you** for loss or damage covered under this **policy**. This **policy** does not provide cover for other persons if they have cover under any other insurance policy.
4. This **policy** may be cancelled at any time at **your** request, in which case you will pay a premium for the time this **policy** has been in force based on the Short Period table below, subject to a minimum premium of S\$72.00 (inclusive of GST) payable to **us**.

Time on Risk	Short Period Premium Charged
< 3 months	40% of Annual Premium
< 6 months	70% of Annual Premium
< 9 months	85% of Annual Premium
Exceeding 9 months	Full Annual Premium

For any policies where a claim has been made, there will be no refund of premiums.

We may cancel this **policy** by giving thirty (30) days' written notice of the proposed cancellation to **you** by email. If **we** cancel this **policy**, **we** will repay a pro-rata premium subject to a minimum **policy** premium of S\$72.00 (inclusive of GST) payable to **us**.

5. Any dispute or difference which arises under this **policy**, whether relating to the amount to be paid or interpretation of the terms, shall be referred for arbitration in the English language by a sole arbitrator in Singapore. If the parties are unable to agree on the arbitrator, the President of the Court of Arbitration of the Singapore International Arbitration Centre shall appoint the arbitrator. Parties agree to submit to arbitration within the meaning of the Arbitration Act and in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force in Singapore. The decision of the arbitrator shall be final and binding on the parties.
6. Each term, condition, exclusion and provision of this **policy** shall be deemed separate and severable. If any term, condition, exclusion or provision is found by a court or tribunal of competent jurisdiction to be invalid, illegal or unenforceable, such finding shall apply only to that term, condition, exclusion or provision and shall not affect the validity, legality or enforceability of the remainder of this **policy**, which shall continue in full force and effect.
7. **We** reserve the right to amend the terms and conditions of this **policy**. No amendment to this **policy** shall be valid and binding on us unless approved in writing and reflected in the Endorsement that is issued by **us**.
8. This **policy** shall be governed by the laws of Singapore.

General Claims Conditions

(Applicable to all Sections except Approved Work Injury Compensation Act 2019 Insurance)

Unless specifically stated in the Sections, the observance and fulfillment of the below conditions are precedent of liability to make any payment under this **policy**.

1. **You** must report any **injury**, damage or loss to **us** in writing as soon as is reasonably possible and notify the police immediately of any damage or loss by any criminal act. **You** must send any claim by a third party or notice of any proceedings to **us** immediately. No expense is to be incurred in making good damage without **our** written consent.
2. **You** must at **your** own expense provide us with such proofs, evidence, certificates and assistance as **we** may reasonably ask for in connection with any claim; no property may be abandoned to **us**. **We** will be entitled to the full conduct and control of the defence or settlement of any claim from a third party or to sue in **your** name for our own benefit any claim for indemnity or damages and **you** shall give **us** all such information and assistance as **we** may require. No admission of liability, offer or payment may be made without **our** written consent.
3. No admission offer promise or payment shall be made by or on **your** behalf without **our** written consent. **We** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and **you** shall provide such information and assistance as **we** may require.
4. If **we** pay **you** a claim, **we** have the right to proceed in **your** name against any person responsible for the loss, damage or **injury**. **We** take this action at **our** own expense. **You** must not do anything, which limits **our** right to do so.
5. If at the time of loss or damage the Sum Insured does not represent the full cost of replacing all of **your** property at that time, including additional fees and costs which would be payable in connection with such replacement, then you shall be considered as being **your** own insurer for the difference between the Sum Insured and the sum representing the actual cost of replacing the **insured property** including the additional fees and costs referred to above and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, shall separately be subject to this condition.
6. If a claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain benefit under this **policy**, or if any loss, damage or **injury** is occasioned by **your** wilful act or with **your** connivance, all benefits under this **policy** will be forfeited.
7. In no case whatever shall **we** be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is subject of a pending mediation or arbitration.

Complimentary Essential Utilities Assistance

For **your** convenience, **we** have arranged with an essential utilities assistance provider to assist **you** to search for suitable repairer(s) to provide repair services if there is an **accident** at **your premises** subject to the terms and conditions of the complimentary essential utilities assistance service as set out at income.com.sg/policy-conditions/essential-utilities-assistance. This does not form part of **your policy**.