

# Small Business Insurance

Policy Wording

CHUBB®

Sample Document

# Small Business Insurance

## Section 1 - General Information Applicable to the Whole Policy

### **1 Important Notices**

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#### **1.1 General Notices**

In consideration of payment of Premiums, We will insure the Policyholder and all Insured Persons to the extent provided in this Policy and shown in the Policy Schedule, subject to the terms, conditions, definitions, exclusions and Endorsements contained in this Policy.

This Policy shall become effective at 12.01 A.M. Singapore time on the date specified in the Period of Insurance shown in the Policy Schedule.

#### **1.2 Duty of Disclosure**

##### **1.2.1 The Policyholder and Insured Persons' Duty of Disclosure**

Before entering into a contract of general insurance with Chubb, each prospective insured has a duty, under the Insurance Act 142, to disclose to Chubb every matter that it knows, or a reasonable person in the circumstances could be expected to know, is relevant to Chubb's decision whether to accept the risk of the insurance and, if so, on what terms.

It has the same duty to disclose those matters to Chubb before renewal, extension, variation or reinstatement of a contract of general insurance with Chubb.

A Policyholder and Insured Persons' duty however does not require disclosure of any matter:

- a) that diminishes the risk to be undertaken by Chubb;
- b) that is of common knowledge;
- c) that Chubb knows or, in the ordinary course of its business, ought to know;
- d) as to which compliance with Your duty is waived by Chubb.

It is important that each prospective insured understands all information provided in support of the application for insurance and that it is correct, as each prospective insured will be bound by the answers and by the information it has provided. If a prospective insured does not understand any part of this notice, the insured should obtain independent advice.

As a prospective insured, the duty of disclosure continues after the application for insurance has been completed up until the time the contract of insurance is entered into, varied or renewed.

##### **1.2.2 Consequences of Non-Disclosure**

If a prospective insured fails to comply with its duty of disclosure, Chubb may be entitled, without prejudice to its other rights to reduce its liability under the contract in respect of a Claim or may cancel the contract. Chubb may also have the option of avoiding the contract from its beginning.

#### **1.3 Introduction**

This is a Chubb Package Policy.

Please read the entire Policy carefully.

The operative Sections of this Policy are as indicated in the Schedule. Unless a particular Section is identified in the Schedule as being operative, it is of no effect and no cover is granted under it.

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

In the event of any conflict between the General Terms, Conditions, Exclusions and limitations and any term, Condition, Exclusion, and limitation contained within any Section, those in the Section shall prevail for the purposes of the cover contained within that Section only.

This Policy may be changed only by a written Endorsement signed by Chubb.

#### 1.4 Data Privacy Notice

It is hereby declared that as a condition precedent to Our liability, the Policyholder and Insured Persons, have agreed and consent that We can collect, use, disclose, and/or process Insured Persons' personal data provided by the Policyholder and/or Insured Persons to Us, Our affiliated companies, third party service providers, business partners and/or other parties, which may be sited outside Singapore, for policy administration, customer services and Claims handling.

Any personal data sent to Us by the Policyholder and/or Insured Persons will be handled in accordance with all applicable laws and regulatory requirements and our own policies and procedures. A copy of Our Data Protection Policy can be found at [www.chubb.com/sg-privacy](http://www.chubb.com/sg-privacy).

## 2 General Definitions

Throughout the entire Policy the following Definitions apply, unless superseded by a specific Definition in a Section or unless otherwise stated within a Section:

**Aircraft** means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

**Benefit** means the respective benefit, as stated in the Policy Schedule, payable by Us under this Policy in respect of each Event covered by this Policy.

**Biological Agent** means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

**Business** means the business as described in the Schedule including:

- (a) Insured Premises used by the Insured including their repair and maintenance;
- (b) facilities the Policyholder provides for the benefit of Employees;
- (c) emergency services or security services of the Business;
- (d) participation in exhibitions or conferences in relation to the Business;
- (e) sponsorship by the Policyholder of sporting, charity, literary and theatrical events and competitions;
- (f) repair and maintenance of the Policyholder's own Vehicles; and
- (g) former activities declared by the Policyholder and agreed by Chubb in writing.

**Chemical Agent** means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

**Chubb/Insurer/Ours/the Company/Us/We** means Chubb Insurance Singapore Limited.

**Civil Commotion** means a disturbance, commotion or disorder created by civilians usually against a governing body or the policies thereof.

**Civil War** means any event, whether declared or not, occurring within the same country against the government by its

citizens, including but not limited to any of the following: armed opposition, coup, insurrection, revolution, armed rebellion or sedition.

**Claim** means a request by the Policyholder and/or Insured Person for any of the Benefits under this Policy.

**Commencement Date** means 12.01am Singapore Time on the date We agree to provide insurance under the Policy for the Policyholder shown in the Policy Schedule.

**Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

**Country of Residence** means the country in which the Insured Person is residing at the start of Policy Period, or the country declared to Us where the Insured Person is working for a period of more than one hundred and eighty-three (183) days.

**Credit Card** means bank, charge, credit, debit, cash or pre-paid fuel card.

**Damage** means direct physical:

- (a) loss of;
- (b) theft of;
- (c) destruction of; or
- (d) damage to,

Property from any sudden and accidental cause except as hereafter excluded.

**Deductible** means the amount set out in the Schedule which is borne and payable by the Policyholder, arising from each and every Insured Event, Occurrence, loss or Claim.

**Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

**Electronic Equipment and/or Device** means computer or computer related equipment, including but not limited to

- (a) computer hardware, including microprocessors;
- (b) computer application software;
- (c) computer operating systems and related software;
- (d) computer networks;
- (e) microprocessors (computer chips) not part of any computer system; and
- (f) any other computerised or electronic equipment or components,

which is the Property of the Policyholder and/or Insured Person.

**Endorsement** means a written alteration to the terms of the Policy as agreed to by Us.

**Employee** means a person in the Policyholder's regular service whom the Policyholder compensates by wages, salary, fees and/or commissions and who the Policyholder has the right to direct in the performance of this service.

**Expiry Date** means the date on which insurance under this Policy expires or ends as stated in the Policy Schedule.

**Insured Event** means any event described in the relevant Table of Events set out in this Policy resulting in Damage that takes place during the Policy Period at the Policyholder's Premises or as otherwise provided for by this Policy.

**Insured Item** means an item insured by this Policy set out in the Schedule.

**Insured Person** means any director, partner or Employee of the Policyholder and the Policyholder, where the Policyholder is a sole proprietor of the Business. It is a person that meets the criteria specified for an insured person in the Policy Schedule

and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person that is legally entitled to claim under the Policy. An Insured Person is not a contracting insured under the Policy with Us.

**Insured Premises** means the building and the land within the boundaries belonging to the Policyholder or for which the Policyholder is responsible.

**Interruption** means reductions in Turnover due to the Damage.

**Limit of Liability** means the amount stated as such in the Policy Schedule which, subject to the Policy Aggregate, is the maximum aggregate amount of a Loss and other covered amounts payable by Us for each and every Claim in respect of the Policy Period.

**Media** means all forms of magnetic and optical tapes, discs, drives or other electronic storage devices for use in any computers or electronic data processing equipment.

**Money** means cash, bank and currency notes, cheques, money orders, postal orders, current postage stamps and insurance stamps all pertaining to the Business and belonging to the Policyholder or for which the Policyholder is responsible.

**Natural Catastrophe** means cyclone, flood, hurricane, earthquake, landslide, tornado, tsunami, typhoon, volcanic eruption, wind storm, hailstorm and wildfire.

**Nuclear, Chemical or Biological Terrorism** means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent during the Policy Period by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Occurrence** means all events of a series consequent on or attributed to one source or original cause.

**Personal Injury** means:

- (a) bodily injury, death, illness or disability;
- (b) false arrest, wrongful detention, wrongful imprisonment or malicious prosecution;
- (c) assault and battery not committed by or at the direction of the Insured, unless committed for the purpose of preventing or eliminating danger to persons or property; and
- (d) wrongful entry or wrongful eviction.

**Physician or Surgeon** means a doctor or specialist who is registered and licensed to practise western medicine under the laws of the country in which they practise. A Physician cannot be:

- (a) the Policyholder;
- (b) the Insured Person;
- (c) a relative of the Insured Person; or
- (d) an employee of the Policyholder.

**Policy** shall mean this document, the Policy Schedule describing the insurance contract between the Policyholder and Us. It shall also include, after this Policy has taken effect, any amendment, rider, clause, warranty, Endorsement or any other document attached to this Policy and which has been endorsed by an authorised executive officer of Us and countersigned by the Policyholder.

**Policy Aggregate** means the amount stated as such in the Policy Schedule which is the maximum aggregate amount payable by Us under the Policy in respect of the Policy Period irrespective of the number of Claims, the number of Limits of Insurance, number of claimants, number of Insureds making a Claim, number of Insuring Agreements and/or Insuring Agreement Extensions claimed under and/or anything whatsoever, including any combination of those things.

**Policyholder** means the named company listed as the Policyholder in the Policy Schedule with whom We enter into the Policy. They are the contracting insured. Where the Policyholder is more than one firm, partnership, company, association, organisation or entity of a similar nature, the Policyholder shall refer to all of them taken together as a whole and any obligation and/or liability pertaining to a Policyholder under this Policy shall be joint.

**Policy Period** means the period shown on the current Policy Schedule or any subsequent Endorsement(s), if any, for which cover applies under this Policy.

**Policy Schedule or Schedule** means the schedule issued with this Policy wording or any subsequent or amended version of that schedule issued by Chubb.

**Policy Territory** means The Republic of Singapore.

**Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

**Pollution** means any Damage or Personal Injury caused by Pollutants.

**Premium** means the premium as shown in the Policy Schedule and/or any other premiums charged during the Policy Period that is payable in respect of the Policy by the Policyholder.

**Product** means any goods or products (after they have ceased to be in the possession or under the control of the Policyholder) manufactured, constructed, erected, installed, repaired, serviced, treated, grown, extracted, produced, processed, assembled, imported, sold, supplied or distributed by the Policyholder (including any labelling, packing materials, instructions and directions associated therewith) or on behalf of an Insured, including the repair or maintenance thereof.

**Property** means tangible property.

**Property Insured** means Property described and identified as covered in the Schedule unless excluded.

**Renewal Date** means:

- (a) if You are paying a monthly premium, one (1) month from the Commencement Date and subsequently, the same day of each successive month; or
- (b) if You are paying annual premium, one (1) year from the Commencement Date and subsequently, the same day of each successive year.

**Rent** means periodic payments made by the Policyholder for the lease of the Insured Premises.

**Riot** means the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a Strike or lock-out or not) or the action of any lawfully constituted governmental authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of such disturbance.

**Section** means only the section(s) identified in the Operative Sections List in the Schedule which are marked "yes".

**Singapore Resident** means a Singapore citizen or Singapore permanent resident or a holder of a valid work permit or employment pass or long-term visit pass or dependant's pass or S pass issued by the authorities in Singapore.

**Strike** means the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out; or the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

**Sum Insured** means the benefit amount payable by Us as stated in the Policy Schedule.

**Terrorism** means any act committed by a Terrorist or Freedom Fighter (including Nuclear, Chemical or Biological Terrorism).

**Terrorist or Freedom Fighter** means an individual or organisation, irrespective of ethnic, religious or ideological background or beliefs, which use violence or the threat of violence to promote their cause or beliefs.

**Turnover** means the money (less discounts, if any allowed) paid or payable to the Policyholder for goods sold and delivered and for services rendered in course of the Business at the Insured Premises.

**Vacant** means any building or portion of a building that is:

- (a) Not physically occupied by the Policyholder or any of the Policyholder's Employees during the Policyholder's normal working hours; or
- (b) Not used for the purpose of the Business and/or empty, disused untenanted; or
- (c) Awaiting refurbishment, redevelopment, renovation, or demolition.

**Vehicle** means any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power.

**Vicinity** means two hundred fifty (250) metres.

**Watercraft** means any vessel, craft or thing made or intended to float on or in or travel on, through or under the water.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**You** or **Your** means the named company listed as the Policyholder in the Policy Schedule with whom We enter into the Policy.

### 3 General Conditions

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#### 3.1 Alteration

The Policyholder shall give notice to Chubb, of any material alteration or change in circumstances affecting the risk covered and until Chubb agrees in writing to accept liability for such altered risk, Chubb shall have no liability under this Policy for such altered risk.

#### 3.2 Arbitration

If any dispute or difference arises between Us, the Policyholder and/or the Insured Person(s) concerning any matter arising out of this Policy, such dispute or difference shall be referred to arbitration in accordance with the provisions of the Arbitration Act, Chapter 10 of Singapore (and any statutory modification or re-enactment thereof then in force) within three (3) months from the date that We received written notice of a Claim under this Policy.

#### 3.3 Law of Singapore

This Policy shall be governed by and interpreted in accordance with the laws of the Republic of Singapore.

#### 3.4 Assignment

Assignment of interest under this Policy shall not bind Chubb without its prior consent.

#### 3.5 Audits and inspection

At any time, the Policyholder shall make available to Chubb (and Chubb shall have the right to audit, inspect and copy) any books, papers and other records of the Policyholder (including those of its agents and brokers) in connection with this Policy or the subject matter hereof.

#### 3.6 Maintenance of records and examination

The Policyholder shall maintain material records of each Insured Person(s). We have the right to examine these records at any time during the term of this Policy and within three (3) years after the expiration of the Policy Period or until the adjustment and settlement of all Claims hereunder, whichever is later.

#### 3.7 Clerical Error

Clerical errors made by Chubb shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

#### 3.8 Contribution

If at the time any Claim arises under this Policy there is any other insurance covering the same Damage, Personal Injury or loss, Chubb shall not be liable to pay or contribute more than its rateable proportion of any Claim for such covered Damage, Personal Injury, loss.

#### 3.9 Notice of Trust or Assignment and Third-Party Rights

We will not be bound or affected by any notice of any trust, charge, lien, assignment or other dealing with or related to this Policy.

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act Cap (53B) to enforce any of its terms.

#### 3.10 Currency

Premiums and benefits payable under this Policy shall be in Singapore Dollars unless otherwise stated in the Policy Schedule or any subsequent Endorsements.

All Premium transactions are to be administered through the Singapore registered Policyholder and/or entities registered in Singapore only.

### **3.11 Deductibles**

This Policy does not cover the amounts of the Deductibles set out in the Schedule in respect of each and every loss, Insured Event, Occurrence or Claim as ascertained after the application of all other terms, Conditions, Exclusions and limitations of the Policy, including any condition of average.

### **3.12 Disclosure**

The Policyholder must disclose to Chubb all facts and matters, which might be relevant to Chubb's consideration of the Policyholder's proposal, before Chubb agreed to insure the Policyholder. If the Policyholder did not do so, Chubb is entitled to void the Policy. Chubb will not do this if all of the following conditions are met:

- 3.12.1 Chubb must have insured the Policyholder before the Policyholder was first aware, or ought reasonably to have been aware after enquiry, of such facts or matters and have continuously insured the Policyholder since then; and
- 3.12.2 the Policyholder must satisfy Chubb that the misrepresentation or failure to disclose was innocent and not intended to mislead Chubb; and
- 3.12.3 Chubb's interests must not have been prejudiced as a result.

### **3.13 Fraud**

If any Claim under this Policy shall be, in any respect, fraudulent or if any fraudulent means or devices shall be used by any person to obtain a benefit under this Policy, We have no liability in respect of such Claim and We will be entitled to void this Policy with immediate effect.

### **3.14 Interest**

No payments under this Policy shall carry interest.

### **3.15 Interpretation**

This Policy and the Policy Schedule with attaching clauses and any amendments or Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Policy Schedule shall bear such specific meaning wherever it may appear. No change to the terms and conditions of this Policy shall be valid unless approved in writing by Us. No broker or agent has the authority to amend or to waive any of the terms and conditions of this Policy.

### **3.16 Jurisdiction**

The cover under this Policy shall only apply in respect of judgments which are in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.

### **3.17 Mergers**

The Policyholder must tell Chubb within thirty (30) days if one or more of the Policyholders merge with another business or after anyone acquires more than 25% of the voting shares of the Policyholder or any one of the Insured Persons.

### **3.18 Payment**

Chubb will not make any payment under this Policy unless the Policyholder has paid the Premium.

### **3.19 Premium Adjustment**

If Premiums under this Policy have been calculated (wholly or in part) upon estimates furnished by the Policyholder, the Policyholder shall keep proper records containing all relevant information and Chubb shall be allowed to inspect such records at all reasonable times. The Policyholder shall within one month from the expiry of the Policy Period supply to Chubb such information as Chubb may require, whereupon the Premium for such period shall be adjusted and the difference paid by or allowed to the Policyholder as the case may be, subject to any minimum premium.

### **3.20 Premium Payment Warranty**

In the event that any Premium due is not paid and received in full by Chubb within sixty (60) days of the inception of Policy Period, then:



- 3.20.1 the cover under the Policy is automatically terminated immediately after the expiry of that sixty (60) day period;
- 3.20.2 the automatic termination of the cover shall be without prejudice to any liability incurred within that sixty (60) day period; and
- 3.20.3 Chubb shall be entitled to a pro-rata time on risk premium subject to a minimum of SGD25 or as quoted in the Policy whichever is greater.

### **3.21 Safety and Maintenance**

The Policyholder must at all times take all reasonable steps to safeguard the Property Insured and maintain it in a proper state of repair. The Policyholder must also take steps to enforce the observance of all statutory provisions, manufacturer's recommendations and other regulations relating to the safety, use and inspection.

### **3.22 Subrogation**

After Chubb has made a payment under this Policy, Chubb will be subrogated to the Policyholder and/or Insured Person's rights of recovery. The Policyholder and/or Insured Person's must execute all papers and do whatever is necessary to secure any rights including the execution of any documents to enable Chubb to bring a suit in the Policyholder and/or Insured Person's name whether before or after a payment by Chubb.

### **3.23 Renewal of Your Policy**

If either party wishes not to renew the Policy at the end of any Period of Insurance, notice of cancellation must be given in accordance with Clause 3.32. If no such notice has been given by either party, Your Policy will be renewed automatically from the Renewal Date upon Your payment of the premium due on each Renewal Date.

Unless and until you tell us otherwise, We will automatically deduct the premium from the nominated payment method.

### **3.24 Misrepresentation**

This Policy shall be voidable in the event of any misrepresentation, misdescription, non-disclosure or concealment of any circumstances by the Policyholder or the Insured Person which is material to or connected with:

- 3.24.1 the Policyholder's risk experience and claim history;
- 3.24.2 the Policyholder's insurance record, including previous refusals to grant insurance coverage; and
- 3.24.3 the nature of the business of the Policyholder and the nature of the employment of each insured Person.

### **3.25 Consequences of Breach of Duty, Fraud or Misrepresentation**

We may refuse to pay a Claim either in whole or in part, if You:

- 3.25.1 breach the duty of disclosure;
- 3.25.2 make a misrepresentation to Us before or at the time Your Policy was entered into;
- 3.25.3 breach a provision of Your Policy;
- 3.25.4 make a fraudulent claim under any policy of insurance; or
- 3.25.5 engage in any act or omission which under Your Policy You are required to notify Us of, but You failed to do so.

### **3.26 Premium**

Premiums payable on Your Policy are not guaranteed and We reserve the right to amend the premium by giving You thirty (30) days' prior written notice of any change to Your Email Address on file.

### **3.27 Modification**

We reserve the right to modify the terms and conditions of the Policy within the Policy Period by giving You prior notice of at least thirty (30) days, and if duly accepted by You (such acceptance not to be unreasonably withheld) such modification shall be applicable from the effective date as stated in Our written notice to Your Email address on file.

No modification of the Policy shall be valid unless approved in writing by Our authorised representative, and such approval shall be evidenced by way of an Endorsement to Your Policy issued by Us and agreed by You. No broker or agent has the authority to modify or to waive any of the terms and conditions of the Policy.

### **3.28 Commencement and Policy Period**

Your Policy begins from the Commencement Date or the latest Renewal Date whichever is the later and continues for the Policy Period.

### **3.29 Cancellation**

3.29.1 The Policyholder may cancel this Policy by giving notice in writing to Chubb. If such notice is given, the cancellation will take effect on the day the notice is received by Chubb.

3.29.2 Chubb may cancel this Policy by giving notice in writing to the Policyholder. Such cancellation is to take effect thirty (30) days from the time notification is received by the Policyholder.

The Policy is considered delivered and received by You within three (3) business days from the date of delivery/posting.

3.29.3 Upon cancellation by the Policyholder or Chubb the Policyholder will receive a pro-rata refund of Premium for the unexpired Policy Period subject to:

- a) any minimum Premium; and
- b) the Policyholder complying with all Policy terms, Conditions, Exclusions and limitations.

3.29.4 If Chubb has received a notification of an actual or potential Insured Event, Occurrence, loss or Claim under the Policy, in which case the Premium will be deemed to be fully earned and none will be repayable to the Policyholder.

3.29.5 When the Premium is subject to adjustment, cancellation will not affect the obligation of the Policyholder to supply to Chubb such information as is necessary to permit the Premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

### **3.30 Claims Procedure: How to Submit a Claim**

You can also call us at +65 6299 0988 or email Us at [Claims.SG@chubb.com](mailto:Claims.SG@chubb.com). If You or Your legal representative wishes to make a Claim, You or they must:

3.30.1 complete a Claim form.

3.30.2 attach to the Claim form:

- a) original receipts for any expenses that are being claimed;
- b) any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage;
- c) any other documentary evidence required by Us under Your Policy;

3.30.3 provide Us with the completed Claim form and accompanying documents within thirty (30) days of the Event(s) taking place which gives rise to a Claim; and

3.30.4 give Us at Your, or Your legal representative's expense all medical and other certificates and evidence required by Us that are reasonably required to assess the Claim.

### **3.31 Change in Business Activities**

In the event of any change in the nature of business of the Policyholder and/or in the nature of the employment, profession or occupation of the Insured Person(s), the Policyholder shall give immediate written notice to Us and shall pay any additional premium that is required.

### **3.32 Conditions Precedent to Liability**

Our liability for any Benefit under this Policy is conditional upon:

3.32.1 the statements and information provided to Us by the Policyholder and all Insured Persons being true; and

3.32.2 the due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by the Policyholder and all Insured Person(s).

### **3.33 Termination and Renewal**

3.33.1 This Policy shall continue to be in force until the end of the Policy Period. This Policy may be renewed for

consecutive periods by the payment of the Premium prior to the expiry of the Policy Period or as provided in Section 1, clause 3.21 -Premium Payment Warranty. We reserve the right to decline the renewal, or amend premium rates, Benefits, terms and conditions of this Policy at the end of any Policy Period.

### 3.34 Territorial Limits

The coverage as afforded under this Policy applies to Journey(s) in the Territorial Limits as set out in the Policy Schedule unless otherwise stated in the Policy Schedule or any subsequent Endorsements.

### 3.35 Policyholder

This Policy is entered into with the Policyholder and is between Us and the Policyholder.

## 4 General Exclusions

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### 4.1 NMA 2962 - Biological or Chemical Materials Exclusion

It is agreed that this Policy excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### 4.2 Electronic Equipment and/or Device Exclusion

This Policy does not cover any loss, Damage, cost, Claim or expense, directly or indirectly, proximately or remotely, whether in whole or in part caused by, resulting from, contributed to, aggravated by or consisting of any malfunction, derangement or inability of:

- 4.2.1 the failure of any Electronic Equipment and/or Device to recognize, interpret, calculate, compare, differentiate, sequence or process data consisting of, dependent on or deduced from one or more dates or times; or
- 4.2.2 any change, repair, alteration, correction or modification of any part or parts of an Electronic Equipment and/or Device to correct or prevent any anticipated or actual condition or circumstance stated in Exclusion 4.2.1 above.

### 4.3 Sanction Exclusion Applicable to this Policy

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

Chubb Insurance Singapore Limited is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Singapore Limited is subject to certain US laws and regulations in addition to EU, UN and Singapore sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as Cuba.

### 4.4 NMA 2918 - War and Terrorism Exclusion

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

- 4.4.1 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
- 4.4.2 any Act of Terrorism.

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

This exclusion also excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to Exclusion 4.4.1 and/or Exclusion 4.4.2 above.

If Chubb alleges that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Policyholder.

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

**4.5 Nuclear and Ionising Exclusion**

Notwithstanding any provision to the contrary within this Policy it is agreed that this Policy excludes loss, Damage, or cost or expense, directly, or indirectly, caused by, or arising from, or in consequence of, or contributed to by:

4.5.1 nuclear weapons material; or

4.5.2 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 combustion shall include any self-sustaining process of nuclear fusion.

If Chubb alleges that by reason of this exclusion, any loss, Damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Policyholder.

Sample Document

## Section 2 - Property All Risks

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### 1 Cover Applicable to Section 2

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#### 1.1 The most Chubb will pay under this Section is:

- 1.1.1 the Sum Insured on any Policyholder, or
- 1.1.2 where indicated any other maximum amount payable or Sum Insured.

#### 1.2 Chubb will pay the Policyholder for:

##### 1.2.1 Damage to Property

Damage during the Policy Period, to Property Insured in the Insured Premises which is not excluded.

##### 1.2.2 Removal of Debris (10% of total Sum Insured)

Costs and expenses necessarily and reasonably incurred by the Policyholder for:

- a) removing debris from the Insured Premises which has suffered Damage and the area immediately adjacent to such Insured Premises so long as the Insured Premises has suffered Damage, and
- b) dismantling, demolishing or shoring up of the Property Insured that has suffered Damage.

The most Chubb will pay under this Clause is 10% of total Sum Insured.

##### 1.2.3 Professional Fees (10% of total Sum Insured)

Architects', surveyors' and consultant engineers' fees necessarily and reasonably incurred in the Reinstatement of the Property Insured that has suffered Damage but not for preparing any claim.

The most Chubb will pay under this Clause is 10% of total Sum Insured.

### 2 Extensions Applicable to Section 2

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Chubb will pay the Policyholder for Damage arising during the Policy Period within the Policy Territory.

#### 2.1 Alteration and Repair

Even if workmen are in or about any Insured Premises carrying out alterations or repairs.

#### 2.2 Awning, Blinds, Signs and Outdoor Features

Damage to awnings, blinds, signs and other outdoor fixtures and fittings that are in the Vicinity of the Insured Premises for which the Policyholder is responsible.

The most Chubb will pay under this clause is SGD10,000.

#### 2.3 Capital Additions Clause (10% of Sum Insured)

Alterations, additions and improvements (but not the appreciation in value) to Property Insured set out in the Schedule.

The most Chubb will pay under this clause is 10% of combined Sum Insured for Buildings and All Other Contents set out in the Schedule.

Cover under this clause is conditioned upon the Policyholder notifying Chubb each quarter of such alterations, additions and improvements and on the payment of any additional Premium as required by Chubb.

#### 2.4 Daily Cash Benefits

The Insured Premises are Damaged and such Damage results in Interruption; and

- 2.4.1 The Insured Premises is fully closed as a result of the Damage, Chubb will pay the Daily Cash Benefit set out in the Schedule for each day of full closure; or
- 2.4.2 The Insured Premises is partially closed as a result of the Damage, Chubb will pay the Daily Cash Benefit set out in the Schedule for the full closure multiplied by the percentage stated under the Daily Cash Benefit set out in the Schedule for each day of partial closure.

For all closures partial or full, the most Chubb will pay is the Daily Cash Benefit for one hundred twenty (120) days in total.

#### 2.4.3 Basis of Settlement

For clause 2.4.1 and 2.4.2, Chubb will not pay if the Property is not rebuilt, repaired, replaced or if the full closure/partial closure is less than seventy-two (72) hours.

#### 2.4.4 Additional Benefits under clause 2.4

Chubb will pay the Policyholder if the full closure is for more than twenty-four (24) hours and is caused by or in consequence of:

##### a) Denial Of Access

Damage to Property within the Vicinity of the Insured Premises which prevents or hinders the use of the Insured Premises or access thereto, regardless of whether the Insured Premises is Damaged. Cover under this Additional Benefit does not apply to Damage to Property from which the Policyholder obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the Insured Premises.

##### b) Utilities

Damage to Property at any:

- (i) generating station or sub station of the public electricity provider;
- (ii) land-based premises of the public gas provider or of any natural gas producer linked directly therewith; or
- (iii) water works or pumping station of the public water provider, from which the Policyholder obtains electricity, gas or water respectively.

##### c) Murder or Suicide

The order of the competent governmental authority due or attributable to:

- (i) food or drink supplied from the Insured Premises;
- (ii) the discovery of vermin or pests at the Insured Premises; or
- (iii) any accident, causing defects in the drains or other sanitary arrangements at the Insured Premises, and the Insured Premises is fully closed as a result.

For these Additional Benefits under clause 2.4.4, Chubb will pay the Daily Cash Benefit for full closure set out in the Schedule for each day of Interruption up to a maximum of thirty (30) days.

Chubb will not pay for any costs incurred in the cleaning, checking, repair, replacement, recall of Property at or from the Insured Premises.

## 2.5 Demonstration and/or exhibition

Damage to Property Insured whilst on demonstration and/or exhibition in Singapore up to SGD25,000.

## 2.6 Deterioration of Stock in freezers and/or refrigerators

2.6.1 Damage to Stock in refrigerated or freezer compartments situated at the Insured Premises by deterioration caused by:

- a) change in temperature as a result of breakdown, stoppage or failure from any inherent cause of refrigerated or freezer compartments;
- b) refrigerant fumes escaping from refrigerated or freezer compartments; or
- c) failure of the electricity supply and/or gas due to any cause, excluding a deliberate act of the provider or supplier or authority withholding or restricting supply, unless for safety reasons following Damage at the Insured Premises.

Conditions applicable to clause 2.6.1:

- a) the refrigerated or freezer compartment is less than ten years old.
- b) Chubb shall not be liable for Damage caused by the incorrect setting of any thermostats or automatic controlling devices.
- c) the most Chubb will pay under this clause is the Sum Insured.

2.6.2 Costs reasonably and necessarily incurred in the transfer of the refrigerated contents or Stock to an alternative cold store to prevent Damage covered under clause 2.6.1.

## 2.7 Emergency services Damage

Costs reasonably and necessarily incurred by the Policyholder in reinstating or repairing landscaped gardens, for Damage caused by emergency services at the Insured Premises up to the Sum Insured.

## 2.8 Fire extinguisher expenses

Costs reasonably and necessarily incurred by the Policyholder for replenishment and restitution of fire extinguishing appliances and fire detection equipment used in the process of minimising Damage incurred at the Insured Premises up to the Sum Insured.

## 2.9 Rent

Rent payable where the Insured Premises or any part thereof are unfit for occupation, subject to the Sum Insured, in consequence of Damage to the Insured Premises.

The most Chubb will pay under this clause is the lesser of:

- 2.9.1 the Rent payable during the time the Insured Premises or any part thereof are unfit for occupation; or
- 2.9.2 the Maximum Indemnity Period set out in the Schedule.

## 2.10 Damage to glass

2.10.1 Damage to fixed glass at the Insured Premises for which the Policyholder is responsible, for the cost of:

- a) replacement of such glass with glass of a similar quality;
- b) temporary boarding up necessarily incurred through breakage of the glass;
- c) frames and frameworks Damaged when the fixed glass was Damaged;
- d) silvering, embossing, lettering, bending or ornamenting glass; and
- e) removing or replacing any Stock or All Other Contents which may have to be removed to replace the glass.

The most Chubb will pay under this clause is the Sum Insured.

2.10.2 Chubb will not pay:

- a) for cracked or scratched glass; and
- b) for any Damage when the Insured Premises is Vacant.

## 2.11 Property outside

Damage to the Policyholder's furniture, equipment, plant, machinery, business contents, Stock and material in trade situated within ten (10) meters of the Insured Premises, when the Damage occurs, when the Insured is open for business.

The most Chubb will pay under this clause is SGD25,000.

## 2.12 Seasonal increase for Stock

Damage to Stock during the two (2) weeks preceding all Public Holidays and during the Public Holidays as declared by the Singapore Ministry of Manpower.

The most Chubb will pay under this Extension is the Sum Insured, plus the lesser of:

- 2.12.1 an additional 25% of that Sum Insured; or
- 2.12.2 SGD100,000.

**2.13 Sprinkler leakage**

Damage to Property Insured caused by discharge or leakage from any sprinkler, other than Damage caused by:

- 2.13.1 the order of the government or of any local or other competent authority; or
- 2.13.2 defects in construction or condition of which the Policyholder was aware.

**2.14 Spontaneous combustion**

Damage to the Property Insured caused by its own spontaneous combustion.

**2.15 Stolen or lost keys**

The costs reasonably and necessarily incurred in altering or replacing locks and their keys or combinations, where any key or combination giving access to the Insured Premises, safe, or strongroom is lost, stolen or believed on reasonable grounds to have been duplicated without authority.

The most Chubb will pay under this clause is SGD1,000 in the aggregate.

**2.16 Temporary removal (10%)**

Damage to Property Insured (other than Stock) whilst temporarily removed from the Insured Premises for cleaning, renovation or repair and whilst in transit within the Policy Territory to or from the Insured Premises.

The most Chubb will pay under this clause is 10% of the Sum Insured for Property Insured, excluding Stock.

**2.17 Theft Damage to Buildings**

Damage to Buildings at the Insured Premises not included in the Property Insured for which the Insured is liable caused by theft or any attempted theft.

The most Chubb will pay under this clause is SGD10,000, each and every loss and in the aggregate.

**2.18 Trace and access**

The costs reasonably and necessarily incurred by the Policyholder and agreed by Chubb in writing, in locating the source of Damage resulting from escape of water or oil (following Damage to tanks, apparatus or pipes) in order to effect repairs.

The most Chubb will pay under this clause is SGD10,000.

**2.19 Theft**

2.19.1 Damage to Stock or All Other Contents at the Insured Premises by theft or attempted theft, not involving forcible and violent entry into or exit from the Insured Premises.

The most Chubb will pay under this clause is the lesser of:

- a) 10% of the combined Sum Insured for Stock and All Other Contents, or
- b) SGD100,000.

2.19.2 Chubb will not pay for Damage caused by:

- a) the Policyholder or Policyholder's Employee, or anyone acting on the express or implied authority of the Policyholder or Policyholder's Employee; or
- b) unexplained disappearance of Property Insured. Any shortage disclosed by an inventory check is not covered unless such shortage can be reasonably shown to have been occasioned by theft or attempt thereof; or
- c) loss of Property in the open or not within the Insured Premises.

Cover is only available under this clause if designated "applicable" in the Schedule.



### 3 Definitions Applicable Section 2

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In addition to the Section 1 - General Definitions, wherever appearing in this Section the following Definitions apply:

**All Other Contents** means all contents including tenants' alterations and improvements to the landlord's Property that the Policyholder owns or for which the Policyholder is legally responsible, including but not limited to the contents of Buildings.

**Buildings** means the building structure including the landlord's fixtures and fittings therein and thereon for which the Policyholder is legally responsible including but not limited to walls, gates, downpipes, guttering, fences, small outside buildings, extensions, annexes, exterior staircases, fuel installations and tanks.

**Reinstatement** means the repair, restoration, replacement or rebuilding of the Property Insured to a condition equivalent to or the same as, but not better or more extensive than, the Property Insured's condition when new.

**Stock** means stock in trade, goods in trust or on commission for which the Policyholder is legally responsible.

**Water Damage** means Damage caused by water or rainwater entering into the Insured Premises other than from a burst internal pipe.

### 4 Conditions Applicable to Section 2

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In addition to the Section 1 - General Conditions, the following Conditions shall apply to this Section:

#### 4.1 Automatic reinstatement of loss

Chubb will reinstate any Sum Insured, as of the date of Damage, for which the Policyholder shall pay the appropriate additional Premium as requested by Chubb.

#### 4.2 Average

If at the time of Damage the total Sum Insured represents less than 85% of the actual value of the Property Insured under this Section, the amount payable by Chubb in respect of Damage to Property Insured under this Section shall be proportionately reduced.

#### 4.3 Branded goods

If Property Insured includes branded or labelled merchandise and that merchandise is Damaged, and Chubb elects to take all or any of such merchandise at the agreed or appraised value, the Insured may, at its own expense, stamp "salvage" on the merchandise or its containers or may remove the brands or labels, if such stamp or removal will not physically damage the merchandise, but shall re-label the merchandise or containers in compliance with the requirements of law.

#### 4.4 Contract price

If Stock was sold but not delivered and the sale contract is cancelled because of Damage to Stock, Chubb will pay based on the contract's sale price. For the purpose of average, the Stock's value will be based on the contract's sale price.

#### 4.5 Designation

Chubb agrees to accept the Policyholder's designation of Property Insured as entered in the Policyholder's books.

#### 4.6 Hazardous substances

Hazardous goods usual to the trade and/or Business, are allowed to be stored in quantities and manner as permitted by law, by law or local regulation.

#### 4.7 Interest

Any interest of a party supplying Property to the Policyholder under a hiring, leasing or similar agreement shall be disclosed by the Policyholder to Chubb in the event of Damage.

#### 4.8 Internal removal

If the Property Insured is removed from one Building to another covered by this Section and the Policyholder inadvertently does not advise Chubb, an adjustment to the Sum Insured and Premium, if any, will be made with effect from the date of removal once this oversight is discovered.

#### **4.9 Minimum security**

The Policyholder must ensure when no Insured Person is on the Insured Premises all external doors and internal doors leading to common areas, or other premises are locked and secured and all ground floor and accessible windows are securely closed.

#### **4.10 Indemnity**

In cases where Damage to Property Insured, can be repaired, Chubb may pay reasonable and necessary expenses incurred to restore the Damaged Property Insured, to its former state of serviceability, plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs, as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Policyholder, Chubb shall pay the cost of materials and wages incurred for the purpose of the repairs plus, a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of these repairs equals or exceeds the actual value of the Property Insured immediately before the Damage, the Property Insured shall be regarded as destroyed and settlement shall be made on the basis provided under Condition 4.11 Reinstatement.

#### **4.11 Reinstatement**

In the event of Damage to Property Insured (other than Stock) Chubb, may at its option reinstate or replace the Property Insured or any part thereof, instead of paying the amount of the Damage, or may join with any other company, or insurers, in so doing.

Chubb shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner and in no case shall Chubb be bound to expend more in reinstatement than it would have cost to reinstate such Property Insured as it was immediately before the Damage.

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

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

Under no circumstances shall Chubb pay more than the Sum Insured.

#### **4.12 Sue and labour**

In case of actual loss, it shall be lawful and necessary for the Policyholder, its factors, servants and assigns, to sue, labour and travel for, in and about the defence, safeguard and recovery of the Property Insured and part thereof without prejudice to this Policy, nor shall the acts of the Policyholder or Chubb in recovering, saving and preserving the Property Insured in case of Damage, be considered a waiver or an acceptance of abandonment. The reasonable expense so incurred subject to a maximum of SGD50,000 for any one Insured Event, shall be borne by the Policyholder and Chubb proportionately to the extent of their respective interests.

If the actual value of the Property Insured is greater than the Sum Insured immediately before the Damage that gives rise to such expenditure, the amount recoverable under this Condition shall be reduced in proportion.

#### **4.13 Time limit**

Chubb will not pay for any Damage twelve (12) months after the happening of the Damage unless the claim made under this Section is the subject of pending action or arbitration.

## 5 Exclusions Applicable to Section 2

In addition to Section 1 - General Exclusions, the following Exclusions shall apply and Chubb will not cover:

### 5.1 Damage to Property Exclusion

#### 5.1.1 Damage to Property caused by:

- a) faulty or defective design, materials, or workmanship, inherent vice, latent defect, gradual deterioration, deformation, distortion or wear and tear; or
- b) interruption of the water supply, gas, electricity or fuel systems or failure of the effluent disposal systems to or from the Insured Premises,

unless Damage by a cause not excluded ensues and then Chubb will only pay for such ensuing Damage to Property Insured.

#### 5.1.2 Damage to Property caused by:

- a) collapse or cracking of Buildings; or
- b) corrosion, rust, extremes or change in temperature, dampness, dryness, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, Pollution, contamination, change in colour flavour texture or finish, action of light, vermin, insects, marring or scratching,
- c) cracking, fracturing, collapse or overheating of boilers economisers vessels, tubes or pipes, nipple leakage or the failure of welds of boilers;
- d) mechanical or electrical breakdown or derangement of machinery or equipment; or
- e) bursting, overflowing, discharging or leaking of water tanks apparatus or pipes when the premises are Vacant for a period in excess of fourteen (14) days.

unless Property Insured is Damaged by a cause not excluded.

#### 5.1.3 Damage caused by:

- a) theft, unless
  - (i) the theft is from a Building; and
  - (ii) there is violent or forcible entry to or exit from such Building; or
  - (iii) "applicable" is selected in the Schedule for the Extension 2.17 Theft Endorsement (Full Theft);
- b) acts of fraud or dishonesty;
- c) disappearance, unexplained or inventory shortage, misfiling or misplacing of information, shortage in supply or delivery of materials, or shortage due to clerical or accounting error.

#### 5.1.4 Damage to Property caused by:

- a) coastal or river erosion;
- b) subsidence, ground heave or landslide;
- c) normal settlement or bedding down of new structures;
- d) wind, rain, hail, flood, sand or dust to moveable property in the open or in open sided Buildings or to fences and gates; or
- e) the freezing, solidification or inadvertent escape of molten material.

### 5.2 Property Exclusion

Damage to Property caused by:

- 5.2.1 any wilful act or gross negligence on the part of the Policyholder, or any person acting on its behalf;
- 5.2.2 cessation of work, delay, or loss of market, or any other consequential or indirect loss of any kind or description whatsoever;

- 5.2.3 permanent or temporary dispossession of any Buildings resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority; or
- 5.2.4 permanent or temporary dispossession of any Building resulting from the unlawful occupation of such Building by any person,  
provided that Chubb is not relieved of any liability to the Policyholder in respect of Damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Section.

### 5.3 Microorganism Exclusion (Map) (Absolute)

Damage, directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless of whether there is:

- 5.3.1 Damage to Property;
- 5.3.2 any cause, whether or not contributing concurrently or in any sequence;
- 5.3.3 any loss of use, occupancy, or functionality; or
- 5.3.4 any action required, including but not limited to repair, replacement, removal, clean up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

### 5.4 Political risks Exclusion

Damage, including costs or expenses 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:

Confiscation; expropriation; nationalisation; commandeering; requisition or Damage to Property by order of the government de jure or de facto or any public, municipal or local authority of the country or area in which the Property is situated; and/or seizure or destruction under quarantine or customs regulation.

### 5.5 Seepage and/or Pollution and/or contamination Exclusion

Damage, including costs or expenses of whatsoever nature directly or indirectly caused by, resulting from in connection with any kind of description of seepage and/or Pollution and/or contamination, directly arising from any cause whatsoever.

Nevertheless if fire is not excluded from this Section and a fire arises directly from seepage and/or pollution and/or contamination any Damage insured under this Section arising directly from that fire shall (subject to the terms, Conditions, Exclusions and limitations of the Policy) be covered.

### 5.6 Transmission and distribution lines Exclusion

Damage in respect of all overhead transmission and distribution lines including but not limited to wire, cables, poles, pylons, standards, towers, or other supporting structures which may be attendant to the transmission or distribution of electrical power, telecommunications, or any other communications signals.

This Exclusion applies to such equipment even if located beyond the Insured Premises.

### 5.7 Specific Property Exclusion

Damage to:

- 5.7.1 Money, cheques, stamps, bonds, credit cards, securities of any description;
- 5.7.2 glass (other than fixed glass and sanitary ware) china, earthenware, marble, or other fragile or brittle objects;
- 5.7.3 electronic installations, computers and data processing equipment;
- 5.7.4 jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books, works of art valued in excess of SGD5,000 unless specifically mentioned in the Schedule;
- 5.7.5 Damage caused by explosives and contraband;

- 5.7.6 Vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft;
- 5.6.7 Property in transit, outside of the Insured Premises;
- 5.6.8 land (including top-soil, back-fill drainage or culverts), driveways, pavements, roads, runways, railway lines, dams, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining, property underground and off-shore property;
- 5.7.9 livestock, trees, harvested or growing crops.

But Section 2, Exclusion clauses 5.7.1, 5.7.2, 5.7.3 shall not exclude Damage (not otherwise excluded) caused by fire, lightning, explosion, aircraft, riot, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, impact by any Vehicle or animals, earthquake, windstorm, flood, bursting overflowing discharging or leaking of water tanks, apparatus or pipes.

#### **5.8 Demolition Exclusion**

Damage to Property in course of demolition, construction or erection and materials or supplies in connection therewith.

#### **5.9 Undergoing process Exclusion**

Damage to Property as a result of its undergoing any process.

#### **5.10 Installation Exclusion**

Damage to machinery during installation, removal or reciting (including dismantling and re-erection) if Damage is directly attributable to such operations.

#### **5.11 Alteration Exclusion**

Damage to Property undergoing alteration, repair, testing, installation or servicing including materials and supplies there of if Damage is directly attributable to the operations or work being performed thereon unless Damaged by a cause not otherwise excluded ensues and then Chubb will be liable only for such ensuing loss.

#### **5.12 More specifically insured Exclusion**

Damage to Property more specifically insured.

#### **5.13 Marine Damage Exclusion**

Damage to Property which at the time of the happening of such Damage is insured by or would but for the existence of this Section be insured by any marine policy or policies, except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Section not been effected.

#### **5.14 Damage to boilers Exclusion**

Damage to boilers, economisers, turbines or other vessels, machinery or apparatus in which pressure is used, or their contents, resulting from their explosion or rupture.

#### **5.15 Communicable Disease Exclusion**

5.15.1 Notwithstanding and superseding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or occurring concurrently or in any sequence with:

- a) a Communicable Disease; or
- b) the fear or threat (whether actual or perceived) of a Communicable Disease.

5.15.2 For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a) for a Communicable Disease, or
- b) any property insured hereunder that is or may be affected by a Communicable Disease.

5.15.3 As used herein, a Communicable Disease means any:

- a) physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and regardless of the means of transmission; or
- b) any virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, which is capable of causing physical distress, illness or disease.

This Endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

## 5.16 LMA5401 Property Cyber and Data Exclusion

5.16.1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

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

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

5.16.3 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### Definitions

- a) 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.
- b) 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.
- c) Cyber Incident means:
  - (i) 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
  - (ii) 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.
- d) Computer System means:
  - (i) any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- e) 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.

## Section 3 - Money

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### 1 Cover Applicable to Section 3

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Chubb will pay the Policyholder for:

#### 1.1 Money

Damage arising during the Policy Period, up to the Sum Insured, to:

- 1.1.1 Money in transit anywhere in the Policy Territory provided the Money is in the personal custody of the Policyholder or an Insured Person
- 1.1.2 Money at the Insured Premises during Business Hours
- 1.1.3 Money at the Insured Premises outside Business Hours
  - a) in a securely locked burglary resistant safe or strongroom; or
  - b) in a locked drawer or cabinet;
- 1.1.4 safes or strongrooms which usually contain Money caused by theft or attempted theft, provided that the Insured shall always keep a complete account of Money.
- 1.1.5 Armed robbery and hold-up
 

Money stolen from the Insured Premises, by use of or threat of assault or violence to the Policyholder or any Employee of the Policholder, up to the Sum Insured.

#### 1.2 Personal Accident Assault

Bodily Harm that an Insured Person suffers during the Policy Period anywhere in the Policy Territory where such Bodily Harm was sustained solely and directly as a result of robbery or hold-up or any attempted robbery or hold-up during the Policy Period while such Insured Person is engaged in his/her duties on behalf of the Policyholder.

The most Chubb will pay under this clause 1.2 is the Sum Insured in the Table of Benefits set out in the Schedule.

### 2 Extensions Applicable to Section 3

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Chubb will pay the Policyholder for Damage arising during the Policy Period within the Policy Territory to:

#### 2.1 Residences

Money belonging to the Policyholder in its residences occupied by an Insured Person up to a maximum amount of SGD1,000.

#### 2.2 Credit Cards

Money due to the fraudulent use of a company Credit Card up to a maximum amount of SGD500 any one Insured Event and in the aggregate, provided that:

- 2.2.1 any loss of a company Credit Card must be reported to the police within twenty-four (24) hours of discovering the loss; and
- 2.2.2 any loss of a company Credit Card must be reported to the issuing company immediately upon discovering the loss.

#### 2.3 Public Holiday Increase

Money under Clause 1.1.1, 1.1.2, 1.1.3, and 1.1.5, for the three (3) days preceding all Public Holidays and during all Public Holidays as declared by the Singapore Ministry of Manpower, Chubb will pay up to the Sum Insured and an additional 25% of the Sum Insured.

### 3 Definitions Applicable to Section 3

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In addition to the Section 1 - General Definitions, wherever appearing in this Section the following Definitions apply:

**Benefit** means the benefits for death and Disablement set out in the Table of Benefits set out in the Schedule.

**Bodily Harm** means injury by outward violent and visible means which results in death or Disablement.

**Business Hours** means any time an Insured Person with responsibility for Money is in the portion of the Insured Premises for the purposes of the Business.

**Permanent Total Disablement** means the Insured Person is entirely and continuously unable to engage in, perform or attend to any occupation, business or employment of any kind for the remainder of their life and has had this disability for at least fifty-two (52) consecutive weeks as diagnosed by a Physician.

**Recovers** means the date on which the Insured Person no longer has a medical certificate that excuses the person from reporting to work at the Policyholder.

**Temporary Disablement** means the Insured Person is entirely and continuously unable to engage in, perform or attend to any occupation, business or employment of any kind for a period of time less than fifty-two (52) consecutive weeks as diagnosed by a Physician.

### 4 Conditions Applicable to Section 3

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In addition to Section 1 - General Conditions, the following Conditions shall apply to this Section:

#### 4.1 Benefits

- 4.1.1 No more than one Benefit shall be payable in respect of any Insured Person in connection with the same Bodily Harm.
- 4.1.2 On the happening of any Bodily Harm giving rise to a valid claim, this Section shall thereafter cease to apply in respect of that Insured Person.
- 4.1.3 The Sum Insured for Benefit 3, Temporary Disablement, in the Table of Benefits set out in the Schedule is a weekly Sum Insured to be paid weekly until the Insured Person Recovers or for a period of fifty-two (52) weeks, whichever is the least amount of time.
- 4.1.4 The most Chubb will pay under Benefit 3, Temporary Disablement, set out in the Table of Benefits set out in the Schedule is the lesser of the weekly Sum Insured or the Insured Person's pre-incident weekly earnings.
- 4.1.5 No Benefit shall be payable due solely to inability to take part in sports or past-time.

#### 4.2 Certificates and other information

All certificates, information and evidence required by Chubb shall be furnished by the Policyholder free of expense and in the form prescribed by Chubb. The Insured Person shall as often as required by Chubb submit to medical examination on behalf of and at the expense of Chubb in connection with any claim.

#### 4.3 Keys

In respect of loss of Money from a locked safe or locked strongroom all keys (except those deposited with a bank) for safes and strongrooms and notes of combination locks' letters and numbers must be held in the personal custody of an authorised key-holder or removed from the Insured Premises at the time of the Insured Event.

#### 4.4 Money in Transit

Money in transit outside the Insured Premises is to be accompanied by the following number of able-bodied adults during transit:

- 4.4.1 up to SGD5,000: one (1) able-bodied adult.
- 4.4.2 between SGD5,001 and SGD10,000: two (2) able-bodied adults.
- 4.4.3 in excess of SGD10,000: three (3) able-bodied adults.



#### 4.5 Daily Record

The Policyholder must keep a daily record of the amount of Money in any locked safe, strongroom, drawer or cabinet. The record shall be deposited in a secure place other than in the corresponding locked safe, strongroom, drawer or cabinet and must present such document as evidence in the event of a claim.

### 5 Exclusions Applicable to Section 3

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In addition to the Section 1 - General Exclusions, the following Exclusions shall apply and Chubb will not cover:

#### 5.1 Bodily Harm Exclusion

5.1.1 Bodily Harm or death or Disablement consequent upon or contributed to by:

- a) the Insured Person having any physical or mental defect or infirmity which was known to the Policyholder or the Insured Person at the inception of the Policy Period or prior to the latest renewal thereof and which had not been declared to and accepted in writing by Chubb; or
- b) any Insured Person before attaining the age of fifteen (15) years or after attaining the age of seventy (70) years.

5.1.2 Bodily Harm or death or Disablement sustained outside of the Policy Territory.

#### 5.2 Money Exclusion

5.2.1 Money taken from an unattended vehicle.

5.2.2 Loss of Money due to accounting or arithmetical error or omission or mysterious disappearance or due to the use of counterfeit Money.

5.2.3 Money from any amusement gaming machine or vending machine that had not been declared to Chubb prior to inception of this Policy.

5.2.4 Any loss of Money which occurs outside of the Policy Territory.

5.2.5 Any loss of Money by deception.

5.2.6 Any loss of Money arising from fraud or dishonesty of the Policyholder or Employees and/or professional carriers or their employees.

5.2.7 Loss of Money due to depreciation in value.

5.2.8 Loss of Money from a safe or strongroom following use of a key to the safe or strongroom or any duplicate thereof belonging to the Policyholder unless the key has been obtained by threat or by violence to the person authorised to hold such key.

5.2.9 Losses of Money covered by a policy of fidelity guarantee insurance.

5.2.10 Any consequential loss whatsoever.

5.2.11 Jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books, works of art.

## Section 4 - Fidelity Guarantee

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### 1 Cover Applicable to Section 4

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Chubb will cover the Policyholder for Loss sustained as a result of an act or acts of Employee Dishonesty if:

- 1.1 the Loss occurs during the Policy Period; and
- 1.2 the Loss is Discovered by the Policyholder and notified to Chubb during the Policy Period or Discovery Period; and
- 1.3 the Employee who has engaged in Employee Dishonesty has been convicted in any court of the Republic of Singapore.

### 2 Extensions Applicable to Section 4

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If there is a covered Loss under Section 4, clause 1, Chubb will pay for any auditor's fees or investigative costs (other than internal costs or salaries) incurred by the Policyholder with Chubb's prior written consent in order to identify and to quantify the covered Loss; and, any legal fees incurred by the Policyholder in defending any demand, claim or legal proceeding resulting from the Loss.

Such fees and costs are part of, and not in addition to, the Sum Insured.

### 3 Definitions Applicable to Section 4

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In addition to the Section 1 - General Definitions, wherever appearing in this Section the following Definitions apply:

**Discover, Discovers, Discovered or Discovery** means the time at which the Policyholder becomes aware of acts which a reasonable person would assume would result in a covered Loss.

**Discovery Period** means the period of fourteen (14) days immediately following expiry, cancellation or other termination of this Section.

Within this period the Policyholder may report any Loss which the Policyholder has Discovered that was connected to Employee Dishonesty committed during the Policy Period.

There is no Discovery Period on renewal of this Section or upon the expiry, cancellation or other termination of this Section if a similar policy or cover (whether issued by Chubb or another insurer) replaces it.

**Employee** means:

- (a) a person in the Policyholder's regular service whom the Policyholder compensates by wages, salary, fees and/or commissions and who the Policyholder has the right to direct in the performance of this service; or
- (b) any student, secondee, volunteer or temporary personnel supplied by outside agencies, whilst performing services which the Policyholder has the right to direct; or
- (c) any professionally qualified lawyer retained by the Policyholder, or any employee of such lawyer, whilst performing services on the Policyholder's behalf under a retainer; or
- (d) any trustee, fiduciary, administrator or, officer of any pension or employee benefit plan established by the Policyholder and falling within the Definition of Insured Person.

**Employee Dishonesty** means any act of fraud or dishonesty committed by an Employee with the intent to cause the Policyholder to suffer a Loss. For the avoidance of doubt, recklessness or inadvertence do not constitute this intent.

**Loss** means direct financial loss sustained by the Policyholder, or another person or organisation where the Policyholder has responsibility for the care, custody and control of their Money, Securities or other Property, in the Policy Territory in connection with a single act or series of related, continuous or repeated acts of Employee Dishonesty.

**Securities** means all negotiable and non-negotiable instruments or contracts, including any note, stock, bond, debenture, evidence of indebtedness, share or other equity or debt security, representing either Money or property, but does not include Money.

## 4 Conditions Applicable to Section 4

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In addition to the Section 1 - General Conditions, the following Conditions shall apply to this Section:

### 4.1 Acts of the same person

All Losses flowing from the acts of the same person or group of persons in collusion will be a single Loss, regardless of whether such Loss involves one or more incidents of Loss or is sustained in this Policy Period and any other prior period.

### 4.2 Assign

The Policyholder may not assign this Section or the rights to it unless Chubb has agreed in writing.

### 4.3 False information

If the Policyholder, or anyone on the Policyholder's behalf, deliberately provides false information then this Section will be void.

### 4.4 Inventory

An inventory shortage or profit and loss calculation are not sufficient to establish that the Policyholder suffered a Loss because of Employee Dishonesty.

### 4.5 Knowledge

Knowledge possessed by any one of the Policyholders will be deemed to be Discovery by all of the Policyholders.

### 4.6 Notification of Loss

The Policyholder must notify Chubb of any Loss even if the exact amount or details of the Loss may not be known.

### 4.7 Order

Should an application be filed, order made or a resolution passed to wind up or appoint a judicial manager in respect of anyone of the Policyholders or if a receiver is appointed in respect of the whole or part of any of the Policyholder's assets, this Section is cancelled automatically as regards the Policyholders that are the subject of those procedures. Cancellation takes effect as from the date of the application, order, resolution or appointment. There will be no return of Premium.

### 4.8 Termination of service

Cover under this Section in respect of Employees will cease fourteen (14) days immediately following termination of their service.

### 4.9 Usual duties

To the extent that any of the Policyholder's directors, trustees or consultants are Employees, their Employee Dishonesty will only be covered whilst performing acts coming within the scope of the usual duties of an Employee.

### 4.10 Valuation of Loss

The valuation of Loss shall be determined by and include:

4.10.1 the lesser of the market value of Securities at the close of business on the day that the Policyholder Discovered the Loss, or the cost of replacing the Securities.

4.10.2 the cost of issuing any lost instruments bond which may be required.

4.10.3 the lesser of the cash value of Property at the time of the Loss or the cost of repairing or replacing it with property or material of similar value or quality. If the Policyholder holds the property as a pledge or collateral for a loan then the cash value will be that which the Policyholder agreed and recorded when the Policyholder made the loan. If this value is not recorded, then the unpaid portion of the loan plus accrued interest will be the cash value.

4.10.4 the cost of blank books, blank pages, data, Media or other materials and the cost of labour and computer time required for the copying or transcription of data in order to reproduce books of accounts, records and electronic data.

4.10.5 the actual costs incurred by the Policyholder to restore the Policyholder's computer, network or electronic commerce services to their pre-loss operating capacity up to the Sum Insured for computer costs set out in the Schedule.

4.10.6 the rate of exchange applying to a foreign currency as published in the Asian Wall Street Journal on the date that the Policyholder Discovers the Loss. If there is no such rate published on that day and the Policyholder and Chubb cannot agree the appropriate rate of exchange, the rate will be determined by arbitration as described under Section 1 - General Condition, 3.2 Arbitration.

## **5 Exclusions Applicable to Section 4**

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In addition to the Section 1 - General Exclusions, the following Exclusions shall apply and Chubb will not cover any Loss or expense directly or indirectly, proximately or remotely, whether in whole or in part caused by, resulting from, contributed to, aggravated by or consisting of, or due to:

### **5.1 Consequential Loss Exclusion**

Any indirect or consequential Loss.

### **5.2 Dividends Exclusion**

Any income or profit (including but not limited to interest and dividends).

### **5.3 Employee Exclusion**

Any Loss caused by an Employee after the Policyholder became aware that the Employee has committed acts of fraud, dishonesty, or criminal damage. This Exclusion will not apply if the person who Discovers such acts is in collusion with the Employee.

### **5.4 Errors or omissions Exclusion**

Any errors or omissions committed or omitted by the Policyholder or Employee except for any errors or omissions giving rise to a covered Loss.

### **5.5 Expense Exclusion**

Any costs (including internal costs or salaries) and expenses which the Policyholder incurs to establish the existence or value of a Loss, to prosecute or defend legal proceedings or for any recall costs.

### **5.6 Extortion Exclusion**

Any extortion unless caused by Employee Dishonesty.

### **5.7 False accounting Exclusion**

Any credit arrangement, False Accounting, trading in securities, commodities, futures, options, currencies, foreign exchange or the like unless the Loss results in the Employee making an improper financial gain other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pension or any other employment benefits.

For the purposes of this Exclusion, False Accounting means the creation, recording or concealment of financial results or transactions with the intention of giving, or which results in, a misleading or deceptive statement of the Policyholder's financial condition.

### **5.8 Fines Exclusion**

Any fines, penalties or damages for which the Policyholder is liable, except for compensatory damages arising from a covered Loss.

### **5.9 Insured Premises Exclusion**

Any Damage to any Insured Premises which the Policyholder owns or occupies for the purposes of conducting Business.

### **5.10 Not an Employee Exclusion**

Any person who is not an Employee unless such person is acting in collusion with an Employee.

**5.11 Other insurance Exclusion**

Any Loss recoverable under any other insurance or which would have been recoverable but for the existence of this Section or but for a breach of a warranty, term or condition of such other insurance unless in excess of the limit of indemnity of that insurance.

**5.12 Prior to Policy Period Exclusion**

Any Loss that the Policyholder has Discovered before the commencement of the Policy Period.

**5.13 Share of capital Exclusion**

Any person who owns or controls more than 10% of the Policyholder's issued share capital.

Sample Document

## Section 5 - Liability

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### 1 Cover Applicable to Section 5

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**1.1** Chubb shall indemnify the Policyholder against all sums which the Policyholder shall become legally liable to pay as Compensation in respect of:

1.1.1 Personal Injury;

1.1.2 Damage;

first happening during the Policy Period within the Policy Territory as a result of an Occurrence in connection with the Business.

### 2 Extensions Applicable to Section 5

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Each Extension is, unless otherwise stated, subject to the Section 5, clause 1, and all other terms, Conditions, Exclusions and limitations of this Policy, including, without limitation, any applicable Limit of Liability.

#### 2.1 Defence Costs

In respect of any liability for Compensation indemnifiable under this Section, Chubb will pay Defence Costs, subject to the following:

2.1.1 Chubb is not obliged to pay any Defence Costs or to defend any suit after the Limit of Liability has been exhausted.

2.1.2 If a payment exceeding the Limit of Liability has to be made to dispose of a claim, Chubb's liability for Defence Costs is limited to the proportion that Chubb's liability to indemnify the Policyholder for Compensation under this Section bears to that payment.

#### 2.2 Sudden and accidental Pollution

Section 5, Exclusion 5.8 Pollutants shall not apply to Personal Injury or Damage which arises from a sudden, identifiable, unintended and unexpected event from the standpoint of the Policyholder.

#### 2.3 Neon and advertising signs

Chubb will pay for Personal Injury or Damage arising out of neon signs or advertising signboards displayed at the Insured Premises owned, tenanted, leased or hired by the Policyholder.

#### 2.4 Car park liability

Section 5, Exclusion 5.13 Property in the Policyholder's care, custody or control shall not apply to:

2.4.1 Insured Premises owned, tenanted, leased or hired by the Policyholder;

2.4.2 Vehicles (other than Vehicles owned or used by or on behalf of the Policyholder) in the Policyholder's care, custody or control but only whilst such Vehicles are in a car park owned or operated by the Policyholder other than for income or reward as a car park operator.

The most Chubb will pay in respect of Extension 2.4.2 is SGD100,000 any one Occurrence.

#### 2.5 Defective sanitary facilities

Chubb will pay for Personal Injury or Damage arising out of defective sanitary facilities at Insured Premises owned, tenanted, leased or hired by the Policyholder.

#### 2.6 Food poisoning

Chubb will pay for Personal Injury arising out of food and drink sold or supplied by the Policyholder at the Insured Premises, subject to the Limit of Liability, any one Occurrence and in the aggregate.

#### 2.7 Visitors effects

Chubb will pay for Damage to the Policyholder's visitors', guests' or customers' personal effects held in the Policyholder's care, custody or control at the Insured Premises. The most Chubb will pay under this Extension is SGD500 any one claimant and SGD10,000 any one Occurrence.

## 2.8 Innkeepers Liability

Chubb will pay for Damage to Property under the Innkeepers Liability Act. The most Chubb will pay under this Extension is SGD10,000 in the aggregate.

## 3 Definitions Applicable to Section 5

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In addition to the Section 1 - General Definitions wherever appearing in this Section, the following Definitions apply:

**Compensation** means monies paid or payable by judgment or settlement together with any liability on the Policyholder's part to pay legal costs and expenses (other than Defence Costs).

**Defence Costs** means all reasonable legal costs and expenses incurred by Chubb or by the Policyholder with the written agreement of Chubb:

- (a) in defending or appealing a claim;
- (b) for legal representation at any coronial inquest or other fatal accident inquiry.

**Employment Practices** means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by the Policyholder.

## 4 Conditions Applicable to Section 5

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In addition to the Section 1 - General Conditions the following Conditions shall apply to this Section:

### 4.1 Right to defend

- 4.1.1 Chubb has the right, if it so elects, to defend any suit against the Policyholder seeking Compensation or reimbursement of expenses for an Occurrence and to bring any cross claim in the name of the Policyholder, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but Chubb is not obligated to pay any claim or judgment or to defend any suit after Chubb's liability under this Section in respect of the claim has been exhausted.
- 4.1.2 If the cost of any Occurrence and defence costs and expenses are not likely to exceed the Deductible, Chubb may elect not to defend the suit. In these circumstances and subject to the provisions of this Section, the Policyholder is responsible for the handling and payment of the claim and its defence costs and expenses up to the amount of the Deductible.
- 4.1.3 The Policyholder must cooperate with Chubb and comply with the terms, Conditions, Exclusions and limitations of this Policy, and assist as necessary in enforcing any right to contribution or indemnity from any person, corporation or organisation.

### 4.2 Cross liability

Each of the parties comprising the Policyholder is considered a separate legal entity and the word "Policyholder" applies to each party as if a separate policy had been issued to each of the said parties but nothing contained in this Condition will operate to increase Chubb's liability under this Section.

### 4.3 Statutory requirements

The Policyholder must take reasonable measures to comply with all statutory obligations and regulations imposed by any statutory or governmental authority.

### 4.4 Precautions

The Policyholder at its own expense shall take all reasonable precautions to prevent Occurrences which may give rise to liability under this Section and shall take all reasonable steps:

- 4.4.1 to maintain its ways, works, machinery, plant and Insured Premises in good order and repair;
- 4.4.2 to ensure that its Products are free from defect and fit for the purposes intended and comply with all statutory obligations and regulations, imposed by any authority before possession thereof is relinquished to others;
- 4.4.3 to remedy any defect or danger upon discovery thereof and take such additional precautions as the circumstances may require; and

4.4.4 in the selection of Employees.

#### **4.5 Deductible**

The Deductible applies to Defence Costs as well as Compensation. Chubb's liability to indemnify the Policyholder under this Section applies only in respect of amounts of Defence Costs and/or Compensation that exceed the Deductible.

#### **4.6 Limits of Liability**

##### **4.6.1 Public liability**

Unless otherwise stated in this Policy, the aggregate limit of Chubb's liability to indemnify Compensation arising from any one Occurrence is the corresponding Limit of Liability.

##### **4.6.2 Product liability**

Unless otherwise stated in this Policy, Chubb's maximum aggregate liability under this Policy for all Occurrences during the Policy Period relating to liability arising out of the Policyholder's Products is the corresponding Limit of Liability.

### **5 Exclusions Applicable to Section 5**

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In addition to the Section 1 - General Exclusions, the following Exclusions apply and Chubb will not cover the Policyholder or any other person for any liability directly or indirectly caused by, arising out of or in any way connected with:

#### **5.1 Aircraft Exclusion**

The ownership, operation or navigation of any Aircraft or hovercraft.

#### **5.2 Aircraft products Exclusion**

Any Product that is incorporated with the Policyholder's knowledge in an Aircraft which is connected with the safety, propulsion, navigation or flying capabilities of an Aircraft.

#### **5.3 Asbestos Exclusion**

Asbestos or materials containing asbestos.

#### **5.4 Contractual liability Exclusion**

Liability assumed under any contract, agreement or warranty except to the extent that such liability would have been implied by law in the absence of such contract, agreement or warranty.

#### **5.5 Employment liability Exclusion**

5.5.1 Employer's liability for any Employee's Personal Injury arising out of and in the course of its employment by the Policyholder.

5.5.2 any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected.

5.5.3 any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination.

5.5.4 any Employment Practices.

#### **5.6 Fines, penalties and damages Exclusions**

Fines, penalties, punitive, exemplary, liquidated or aggravated damages or multiplication of compensatory damages.

#### **5.7 Loss of use Exclusions**

Loss of use of Property, which has not been Damaged, resulting from:

5.7.1 a delay in or lack of performance by or on behalf of the Policyholder in respect of any contract or agreement; or

5.7.2 the failure of a Product or work performed by or on behalf of the Policyholder to meet the level of performance, quality, fitness or durability warranted or represented by the Policyholder; but this Exclusion does not apply to loss of use of other Property resulting from the sudden and accidental physical Damage to or destruction of the Product or work performed by or on behalf of the Policyholder after the Product or work has been put to its intended use by any person or organisation other than the Policyholder.



**5.8 Pollutants Exclusion**

- 5.8.1 the discharge, dispersal, release, seepage, migration or escape of Pollutants, including, without limitation, the cost of testing, monitoring, treating, detoxifying, removing, neutralising or cleaning up Pollutants; or
- 5.8.2 the cost of preventing the escape of Pollutants.

**5.9 Product defect Exclusion**

- 5.9.1 Damage to any Product or any part of it, if such Damage is attributable to any defect therein or the harmful nature or unsuitability thereof however this Exclusion shall not apply to Personal Injury or Damage resulting therefrom; or
- 5.9.2 Damage to any part of any Property that must be repaired, reconditioned or replaced by reason of incorrect work performed by the Policyholder or on the Policyholder's behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, but this Exclusion does not apply to Damage resulting from such work.

**5.10 Product guarantee Exclusion**

Any product guarantee or warranty given by or on behalf of the Policyholder, but this Exclusion does not apply to legislative requirements concerning product safety and information.

**5.11 Product recall Exclusion**

The withdrawal, recall, inspection, repair, adjustment, removal, replacement or loss of use of any Product or work completed by or for the Policyholder and/or the withdrawal or recall of any Property of which such Products form a part.

**5.12 Professional liability Exclusion**

The rendering of or failure to render professional advice or service by the Policyholder, but this Exclusion does not apply to the provision of first aid on the Insured's Premises by medical persons employed by the Policyholder.

**5.13 Property in the Policyholder's care, custody or control Exclusion**

Damage to Property owned by the Policyholder or in the Policyholder's care custody or control other than when stated elsewhere in this Section.

**5.14 USA/Canada domiciled operations Exclusion**

Any of the Policyholder's operations domiciled in the United States of America, Canada and their respective protectorates and territories.

**5.15 Vehicles Exclusion**

The use of any Vehicle owned by, or in the physical or legal control of the Policyholder, which is required by law to be registered and/or in respect of which insurance is required by virtue of any legislation, but this Exclusion does not apply to:

- 5.15.1 a Vehicle (other than a Vehicle owned or used by or on behalf of the Policyholder) whilst that Vehicle is in a car park owned or operated by the Policyholder other than for income or reward as a car park operator;
- 5.15.2 Personal Injury or Damage occurring during the loading or unloading of a Vehicle caused by or arising from the collection or delivery of any goods from or to the Vehicle where such Personal Injury or Damage occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability;
- 5.15.3 Personal Injury or Damage caused by the use of any tool, plant or equipment forming part of or attached to or used in connection with any Vehicle and where applicable legislation does not require insurance against such liability; and/or
- 5.15.4 Personal Injury where the insurance required by virtue of any legislation does not provide indemnity, and the lack of indemnity is not due to a breach of legislation relating to Vehicles.

**5.16 Watercraft Exclusion**

The ownership, operation or navigation of any Watercraft exceeding ten (10) metres in length while on, in or under the water.

## Section 6 - Work Injury Compensation

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### 1 Cover Applicable to Section 6

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Chubb will pay if any Employee in the Policyholder's employment shall sustain Personal Injury by accident or disease caused during the Policy Period and arising out of the course of its employment by the Policyholder in the Business. Chubb will, subject to the Policy and Section terms, Conditions, Exclusions and Conditions, and warranties, and any memorandum if applicable, contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the Terms of this Section) indemnify the Policyholder against all sums for which the Policyholder shall be liable to pay compensation either under the Legislation or at common law, and will in addition pay all costs and expenses incurred by the Policyholder with the written consent of Chubb.

In the event of the death of the Policyholder, Chubb will indemnify the Policyholder's legal personal representatives in accordance with the Terms in respect of liability under this Section incurred by the Policyholder provided that such personal representatives shall as though they were the Policyholder observe, comply, fulfil and be subject to the Terms in so far as they apply.

Provided always that in the event of any change in the Legislation or the substitution by other Legislation therefore, Chubb reserves the right to cancel this Section or allow the Section to remain in force and charge additional Premium therefore.

#### 1.1 Limit of Liability

Chubb's liability in respect of common law claims shall be limited to SGD10,000,000 for any one Occurrence.

#### 1.2 Avoidance of certain Terms and right of recovery

Nothing in this Policy shall affect:

1.2.1 the right of any person entitled to indemnity under this Section, or

1.2.2 the right of any other person to recover compensation,  
under or by virtue of the Legislation.

#### 1.3 Average Clause

If the estimated annual wages, salaries and other monetary earnings declared by the Policyholder, which must include those paid by the Policyholder as well as those paid by other employers and known to the Policyholder, is less than the actual annual wages, salaries and other monetary earnings at the time of the inception of the Section, the Policyholder may not be indemnified to the full extent of the liability, as the Policyholder will be deemed to be its own insurer to the extent of the shortfall in the annual wages, salaries and other monetary earnings declared and the Policyholder shall bear a rateable proportion of the liability accordingly.

The annual wages, salaries and other monetary earnings must consist of the normal wages, food and housing allowances, overtime payments, bonuses and annual wages supplements but excluding travelling allowances and employers' CPF contributions.

### 2 Extensions Applicable to Section 6

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#### 2.1 Enhancement for medical treatment

For the purposes of clause 5 of the third Schedule of the Legislation, Chubb will pay the Policyholder for compensation payable for medical treatment received by an Employee in relation to his/her Personal Injury up to the lesser of the following amounts:

2.1.1 the cost of medical treatment received by the Employee within a period of one (1) year after the happening of the accident causing the Personal Injury; or

2.1.2 SGD150,000, per accident, per Employee.

It is further provided that the insured benefits shall be assessed in accordance with the Legislation.

## 2.2 Enhancement for temporary incapacity

For the purposes of clause 4(1) of the Third Schedule of the Legislation, where temporary incapacity whether total or partial results from Personal Injury, Chubb will pay the Policyholder for payments of compensation made to the injured Employee as follows:

- 2.2.1 Full earnings for a period of one-hundred twenty (120) days if the injured Employee is hospitalised; and
- 2.2.2 Full earnings for a period of thirty (30) days if the injured Employee is not hospitalised; and
- 2.2.3 Two-thirds of the injured Employee's earnings during the incapacity or during a period of one (1) year, whichever period is shorter, after the one-hundred twenty (120) day or thirty (30) day or both periods set out in Extension 2.2.1 and 2.2.2.

## 2.3 Social/Recreational Activities

This Extension shall only apply to a Personal Injury to an Employee arising out of and in the course of its employment by the Policyholder. Such Personal Injury shall be deemed to be arising out of and in the course of its employment when occurring whilst the Employee is participating in social/recreational activities in Singapore and such activities are organised by the Policyholder for the benefit of the Employees.

## 2.4 Travelling to and from work including meal breaks (excluding two-wheelers)

This Extension shall only apply to a Personal Injury to an Employee arising out of and in the course of its employment by the Policyholder. Such Personal Injury shall be deemed to be arising out of and in the course of its employment when occurring to the Employee on any working day, provided the Employee:

- 2.4.1 is present at his/her place of employment where he/she is employed whilst at work or during recess;
- 2.4.2 is travelling between his/her place of employment to anywhere in Singapore for the purpose of his/her meal breaks;
- 2.4.3 is travelling between its place of residence or place of work in Singapore and any other place for the purposes of the Policyholder's Business; or
- 2.4.4 is travelling directly from its place of residence to its place of work in Singapore and vice versa.

Notwithstanding the above, this Section shall not apply to travelling on two-wheelers, including but not limited to motorcycles and bicycles, whether as a rider or pillion rider except as provided under the Legislation.

It is further provided that the insured benefits shall be assessed in accordance with the Legislation but always limited to not more than SGB20,000 per Employee/per Occurrence and SGD500,000 in the aggregate.

## 2.5 Traditional Chinese Medicine (TCM)

This Extension indemnifies the Policyholder against all reasonable costs and expenses for Traditional Chinese Medicine (TCM) medical treatment for Personal Injury covered under this Section, provided such TCM medical treatment is rendered by:

- 2.5.1 a medical practitioner registered or exempted from registration under the Medical Registration Act (Chapter 174), or
- 2.5.2 any registered person under the Traditional Chinese Medicine Practitioners Act (Chapter 333A).

The most Chubb will pay under this Extension is SGD250 per injured Employee and SGD5,000 in the aggregate.

## 2.6 Vocation training

This Section covers Employees and vocation students undergoing training with the Policyholder.

## 2.7 24-hour cover on worldwide Business Travel

This Section covers Employees for:

- 2.7.1 overseas travel whilst travelling between their place of work or residence to place of work in the overseas country and return back to place of residence; and
- 2.7.2 transit to and from overseas place of work to overseas place of temporary lodging and vice versa.

## 2.8 Contingent liability to independent contractors

This Extension indemnifies the Policyholder against all sums for which the Policyholder shall be liable to pay as compensation under Section 17 of the Legislation to employees of independent contractors and/or sub-contractors for Personal Injury by accident or disease caused during the Policy Period and arising out of and in the course of the employee's execution of work in connection with the Policyholder's Business.

Provided that the indemnity granted by this Extension is contingent upon an employee failing to be indemnified in consequence of the failure on the part of any of the independent contractors and/or sub-contractors to insure their employees under the Legislation for the currency of their respective work with Policyholder.

## 3 Definitions Applicable to Section 6

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In addition to Section 1 - General Definitions wherever appearing in this Section, the following Definitions apply:

**Legislation** means the Work Injury Compensation Act (Cap. 354), amendments and re-enactment thereof and any regulations made thereunder.

Words used in this Section shall have the same meanings as that defined in the Legislation.

## 4 Conditions Applicable to Section 6

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In addition to Section 1 - General Conditions, the following Conditions shall apply to this Section:

### 4.1 Premium adjustment and declaration of wages

- 4.1.1 The Premium payable by the Policyholder shall be based on the total amount of wages, salaries and other monetary earnings paid by the Policyholder (as well as other employers and known to the Policyholder) to every Employee in its employment during the Policy Period.
- 4.1.2 If the total amount of wages, salaries and other monetary earnings paid by the Policyholder as well as other employers and known to the Policyholder during the Policy Period differs from the total amount on which the Premium was calculated at the inception of this Section, the difference in the Premium shall be met by an additional payment the Policyholder or by a refund as the case may be, subject to a minimum Premium payment of SGD50 or as stated in the Policy, whichever is greater.
- 4.1.3 For the purpose of the Premium adjustment, the Policyholder shall keep and maintain a proper record of the name and full personal particulars of every Employee in its employment together with the amount of wages, salaries and other monetary earnings paid by the Policyholder as well as wages, salaries and other monetary earnings paid by other employers to the Employee and known to the Policyholder during the Policy Period and the Policyholder shall at all times allow Chubb to inspect such records. Wages, salaries and other monetary earnings must consist of the normal wages, food and housing allowances, overtime payments, bonuses and annual wages supplements but excluding travelling allowances and employers' CPF contributions.
- 4.1.4 The Policyholder shall without demand and within a month after the expiry date or termination of this Section, furnish Chubb an account of all wages, salaries and other monetary earnings paid by the Policyholder as well as wages, salaries and other monetary earnings paid by other employers and known to the Policyholder for every Employee in its employment during the Policy Period.

### 4.2 Terms

Insofar as it is not prohibited by the Legislation, the Policyholder shall at all times observe, comply and fulfil the Terms.

### 4.3 Precautions

The Policyholder shall take all reasonable precautions to prevent accidents and disease to the Policyholder's Employees and shall comply with all statutory obligations and requirements.

### 4.4 Notice

- 4.4.1 In the event of the Occurrence of any accident or disease that may give rise to a claim under this Section, the Policyholder shall give notice of the Occurrence in accordance with the time limits set out by the Legislation to Chubb with full particulars. If the notice period is not stipulated by the Legislation for a particular Occurrence, then notice of the Occurrence shall be given to Chubb within 10 days of the Policyholder having knowledge of the

same.

4.4.2 Every letter, claim, writ, summons and process shall be notified or forwarded to Chubb immediately on receipt. Notice shall also be given to Chubb immediately once the Policyholder has knowledge of any impending prosecution, inquest, or fatal inquiry in connection with any such accident or disease.

#### 4.5 Full liability

4.5.1 Chubb may pay to the Policyholder the full amount of Chubb's liability and relinquish the conduct of any claim, defence or proceedings; and

4.5.2 Chubb shall not be responsible for any Personal Injury, loss or liability alleged to have been caused to the Policyholder in consequence of any alleged act or omission of Chubb in connection with such claim, defence or proceedings or of Chubb relinquishing such conduct; and

4.5.3 Chubb shall not be liable for any costs or expenses whatsoever incurred by the Policyholder or any claimant or other person after Chubb relinquished such conduct of any claim, defence or proceedings.

#### 4.6 Warranty

The Policyholder warrants it shall repay to Chubb all sums paid by Chubb under this Section:

4.6.1 following failure by the Policyholder to comply with any of the Terms, or

4.6.2 which Chubb would not have been liable to pay but for the Legislation.

### 5 Exclusions Applicable to Section 6

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In addition to the Section 1 - General Exclusions, the following Exclusions apply and Chubb shall not cover the Policyholder for:

#### 5.1 Virtue of agreement Exclusion

Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

#### 5.2 Independent contractor Exclusion

Any employees of independent contractors engaged by the Policyholder.

#### 5.3 Employee Exclusion

Any Employee of the Policyholder who is not an "Employee" within the meaning of the Legislation.

#### 5.4 Contract Exclusion

Any sum which the Policyholder would have been entitled to recover from any party but for an agreement between the Policyholder and such party.

#### 5.5 Under the influence Exclusion

Any Personal Injury resulting from an accident if it is proved that the Personal 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 unless the Policyholder is liable under the Legislation.

#### 5.6 Self-injury Exclusion

Any incapacity or death resulting from a deliberate self injury or the deliberate aggravation of an accidental Personal Injury.

#### 5.7 Asbestos Exclusion

Any liability arising out of, related to, or in any way connected with asbestos or asbestos containing materials.

#### 5.8 Non-contribution clause Exclusion

Any payment/compensation under Legislation or common law where the Personal Injury giving rise to such claims occurred at a project site.

## Section 7 - Cyber Insurance

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### 1 Cover Applicable to Section 7

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#### Insuring Agreement

If “Not Covered” is shown in the **Policy Schedule** in relation to any Insuring Agreement, such Insuring Agreement and any reference to it is deemed deleted and such coverage is not afforded.

First-party Insuring Agreements:

#### 1.1 We will pay on Your behalf for:

##### 1.1.1 Incident Response

Incident Response Expenses by reason of a Cyber Incident or a Business Interruption Incident discovered by any Control Group member during the Policy Period and reported to Us pursuant to Section 7, Condition 3.7 Notification.

#### 1.2 We will reimburse You for:

##### 1.2.1 Business Interruption

Business Interruption Loss during the Period of Indemnity, arising from a Business Interruption Incident, the duration of which exceeds the Waiting Period, and is discovered by any Control Group member during the Policy Period; and

##### 1.2.2 Data and System Recovery

Data and System Recovery Costs during the Period of Indemnity, arising from a Business Interruption Incident discovered by any Control Group member during the Policy Period; and

##### 1.2.3 Cyber Extortion

Cyber Extortion Damages and Cyber Extortion Expenses by reason of a Cyber Extortion Event discovered by any Control Group member during the Policy Period;

and reported to Us pursuant to Section 7, Condition 3.7 Notification.

### 2 Definitions Applicable to Section 7

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In addition to the Section 1 - General Definitions, wherever appearing in this Section the following Definitions apply:

**Accepted Program** means a program that has been fully developed, successfully tested and proved successful in an equivalent operational environment prior to release.

**Act of Cyber-Terrorism** means any act, including force or violence, or the threat thereof against a Covered Computer System by an individual or group(s) of individuals, whether acting alone, on behalf of or in connection with any organisation(s) or government(s), to cause Unauthorised Use or Access of or inflict a Computer Malicious Act on a Covered Computer System for the purpose of furthering social, ideological, religious, economic or political objectives, intimidating or coercing a government or the civilian population thereof, or disrupting any segment of the economy.

**Bodily Injury** means injury to the body, sickness, or disease, and death. Bodily Injury also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, regardless of how it is caused or manifests.

**Business Interruption Incident** means inability to access, disruption of, or disturbance to a Covered Computer System or the taking of, corruption of or destruction of Your Data caused solely and directly by:

- (a) a Computer Malicious Act;
- (b) Unauthorised Use or Access;
- (c) a failure of Network Security;
- (d) the reasonable and necessary shutdown of all or parts of a Covered Computer System in an attempt to prevent or mitigate the effects of any of items (a), (b), (c) above;

**Business Interruption Loss** means:

- (a) Your Net Profit before income taxes that would have been earned had the Business Interruption Incident not occurred, less Your Net Profit actually earned before income taxes; and
- (b) Your continuing normal operating and payroll expenses, but only to the extent that the same are disrupted or impeded by the Business Interruption Incident and would have been paid or accrued had the Business Interruption Incident not occurred.

Business Interruption Loss includes amounts covered under items (a) and (b) above that accrued during the Waiting Period. The Deductible applicable to Business Interruption Loss shall be calculated pursuant to Section 7, Condition 3.3 (d).

**Chubb Cyber Incident Response Centre** means the platform You may contact in the event of an actual or reasonably suspected Cyber Incident or Business Interruption Incident. You may contact the Chubb Cyber Incident Response Centre through any of the following:

- (a) Chubb Cyber Alert App: download for iPhone and Android devices available on [www.chubbcyberalert.com](http://www.chubbcyberalert.com)
- (b) Chubb Cyber Alert Website: [www.chubbcyberalert.com](http://www.chubbcyberalert.com)
- (c) Chubb Cyber Alert Hotline: +65 800 120 6727

**Claim** means a Wrongful Act.

**Computer Malicious Act** means any malicious act committed against a Covered Computer System, or malicious access to or hacking of a Covered Computer System, for the purpose of creating, deleting, taking, collecting, altering or destroying Your Data or services, without involving any physical damage to a Covered Computer System, telecommunications equipment or infrastructure. Computer Malicious Act includes a distributed denial of service attack or the introduction of malicious code, ransomware, cryptoware, virus, trojans, worms and logic or time bombs or any malware, programs, files or instructions of a malicious nature which may disrupt, harm, impede access to, or in any other way corrupt the operation of a Covered Computer System, Data, or software within.

**Computer System** means computer hardware, software, firmware, and the data stored thereon, as well as associated mobile devices, input and output devices, data storage devices, networking equipment and storage area network or other electronic data backup facilities, including SCADA and ICS systems.

**Control Group** means the Chief Finance Officer, Chief Executive Officer, General Counsel, Risk Manager, Chief Information Officer, Chief Information Security Officer, Chief Technology Officer, Data Protection Officer, Insurance Representative, or the organisational equivalent of any of those positions of the Insured Persons.

**Covered Computer System** means a Computer System:

- (a) leased, owned, or operated by You; or
- (b) operated for Your benefit by a third-party service provider under written contract with You.

Cyber Extortion Damages means Money, including cryptocurrency(ies), paid by You where legally allowed and insurable, to terminate or end a Cyber Extortion Event. The valuation of Cyber Extortion Damages shall be calculated as described in Section 7, Condition 3.9.

**Cyber Extortion Event** means any credible threat or connected series of credible threats made against You expressing intent to perform or cause, or the actual performance of or causing of, the following:

- (a) the release, divulgence, dissemination, destruction or use of confidential, sensitive or proprietary information, or personally identifiable information, stored on a Covered Computer System;
- (b) a failure of Network Security on a Covered Computer System;
- (c) the introduction or infliction of a Computer Malicious Act on a Covered Computer System;
- (d) the alteration, corruption, destruction, misappropriation, manipulation of, or damage to, Data, instructions or any electronic information transmitted or stored on a Covered Computer System; or
- (e) the restriction or inhibition of access to a Covered Computer System;

for the purpose of demanding Money or cryptocurrency(ies) from You, or that You otherwise meet a demand, in exchange

for the mitigation or removal of such threat or connected series of threats, or the reversal or termination of the actual performance of such threats or series of connected threats.

Cyber Extortion Event shall not include any threats or connected series of threats made against You expressing intent to perform or cause any of the above if made, approved or directed by a member of the Control Group.

Cyber Extortion Expenses means such reasonable and necessary expenses to hire a third-party consultant for the sole purpose of handling the negotiation and payment of Cyber Extortion Damages to terminate or end a Cyber Extortion Event.

**Cyber Incident** means any actual or reasonably suspected:

Computer Malicious Act, failure of Network Security, or Unauthorised Use or Access or any other threat or action against a Covered Computer System, including those threats or actions done in the commission of a Cyber Extortion Event;

that creates the need for **Incident Response Expenses**.

**Cyber Incident Response Manager** means any of the following:

- (a) the individual designated through the Chubb Cyber Incident Response Centre to coordinate the Cyber Incident Response Team; or
- (b) the individual or entity that is approved by Us.

**Cyber Incident Response Team** means the entities:

- (a) engaged by the Cyber Incident Response Manager; or
- (b) that are approved by Us;

to provide services described in Section 7, clause 2, Incident Response Expenses Definition. A list of the Cyber Incident Response Team partners is available on request.

**Data** means any information, facts or programs stored, created, used, or transmitted on any hardware or software. Data includes any information or programs that allow a computer and any of its accessories to function, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media that are used with electronically controlled equipment or other electronic backup facilities. Data does not constitute the actual hardware or tangible property.

**Data and System Recovery Costs** means any reasonable and necessary costs:

- (a) to recover or reconstruct any Data that has been damaged, compromised or lost. These costs to recover or reconstruct Data are only available up and until a reasoned determination has been made by the third-party forensics firm retained to recover the lost Data, that the Data cannot be recovered or reconstructed; and
- (b) to repair or restore software or applications in a Covered Computer System but only if necessary to restore a Covered Computer System to the same or equivalent condition or functionality as existed before the Business Interruption Incident; and
- (c) to identify and remediate the cause of the Business Interruption Incident; and
- (d) with Our prior consent, which will not be unreasonably withheld or delayed:
  - to update, upgrade, replace, or improve a Covered Computer System, but only where, the costs to update, upgrade, replace or improve the damaged or compromised software or applications on a Covered Computer System to a newer or improved standard, condition, functionality, or version are reasonably expected by You to be less than or equal to the cost(s) to repair, fix or restore the same; or
  - any other reasonable and necessary costs to get Your Business back to full operating condition, but only to the extent that the Business Interruption Incident solely created or caused the issue or problem that prevented Your Business from being fully operational.

**Data and System Recovery Costs** include, but are not limited to:

- (a) the use of external equipment whether by hiring a third party or leasing the equipment;
- (b) the implementation of an alternate work method in accordance with a business continuity plan;



- (c) costs to subcontract with an external service provider; and
- (d) increased costs of labour.

**Data and System Recovery Costs** do not include:

- (a) costs or expenses incurred to identify or remediate software vulnerabilities;
- (b) costs to replace any hardware or physical property;
- (c) costs incurred to research and develop Data, including Trade Secrets;
- (d) the economic or market value of Data, including Trade Secrets;
- (e) any other consequential loss or damage;
- (f) Incident Response Expenses; or
- (g) costs to update, upgrade, replace, maintain, or improve any Data or Computer System beyond what is provided in above Data and System Recovery Costs (d) clause.

**Extended Reporting Period** means the period(s) for the extension of coverage, if applicable, described in Section 7, Condition 3.5 - Transactions and 3.12 - Severability and Non-Avoidance.

**Expenses** mean Business Interruption Loss, Cyber Extortion Damages and Cyber Extortion Expenses, Data and System Recovery Costs, and Incident Response Expenses.

**Incident Response Expenses** means those reasonable and necessary expenses incurred through the Chubb Incident Response Centre:

- (a) to retain the Cyber Incident Response Manager for incident response management services for the purpose of coordinating response to a Cyber Incident or Business Interruption Incident;
- (b) to retain the Cyber Incident Response Team for computer forensics services to determine the cause and scope of a Cyber Incident or Business Interruption Incident;
- (c) to comply with consumer notification provisions of Privacy Regulations in the applicable jurisdiction that most favours coverage for such expenses, but only to the extent that such compliance is required because of a Cyber Incident, including but not limited to:
  - retaining the services of a notification or call centre support service; and
  - retaining the services of a law firm to determine the applicability of and actions necessary to comply with Privacy Regulations;
- (d) to retain the Cyber Incident Response Team for a legal or regulatory advisor to handle and respond to any inquiries by any government agency or functionally equivalent regulatory authority, alleging the violation of Privacy Regulations, including communicating with such government agency or functionally equivalent regulatory authority to determine the applicability and actions necessary to comply with Privacy Regulations, but not the costs to actually appear or defend You at a Regulatory Proceeding, nor the costs to perform the actions necessary to comply with Privacy Regulations;
- (e) to retain the Cyber Incident Response Team for public relations or crisis management advertising or related communications solely for the purpose of protecting or restoring Your reputation as a result of a Cyber Incident or Business Interruption Incident;

**Incident Response Expenses** shall not include:

- (a) costs or expenses incurred to update or otherwise improve privacy or network security controls, policies or procedures to a level beyond that which existed prior to the Cyber Incident or Business Interruption Incident or to be compliant with Privacy Regulations;
- (b) taxes, fines, penalties, injunctions, or sanctions;
- (c) any other Expenses, except for Incident Response Expenses;
- (d) Your wages, salaries, internal operating costs or expenses, or fees; or

- (e) costs to respond to, commence or defend third party litigation related to the Cyber Incident or Business Interruption Incident.
- (f) Any Expenses, Incident Response Expenses, fees, or payment owed to entities outside of the Chubb Incident Response Centre.

**Insurance Representative** means the person(s) employed by the Insured Organisation who is responsible for procuring and maintaining the Insured Organisation's insurance policy(ies).

**Insured** means the Insured Organisation and any Insured Person.

**Insured Organisation** means the Policyholder and any Subsidiary.

**Insured Person** means:

- (a) any past, present or future principal, partner, officer, director, trustee, supervisory board member, employee, leased employee, or temporary employee of the Insured Organisation while acting on the Insured Organisation's behalf or at the Insured Organisation's direction and control;
- (b) a lawyer employed by the Insured Organisation who in their capacity as such must comply with Sarbanes-Oxley Act of 2002 (USA); and
- (c) independent contractors of the Insured Organisation, who are natural persons, whilst performing duties on behalf of the Insured Organisation.

The term Insured Person does not include any auditor, receiver, liquidator (including provisional liquidator), administrator, judicial manager, trustee in bankruptcy, mortgagee in possession or the like or any employees of such person.

**Loss** means any Expenses.

**Malicious Use or Access** means the prohibited, unlawful and unauthorised entry to, use or access of a Covered Computer System.

**Money or Monies** means currency, coins, bank notes, bullion, cheques, travellers cheques, registered cheques, postal orders, money orders held for sale to the public or funds, whether in physical or held via electronic means. Money does not include cryptocurrencies, goods or tangible property.

**Natural Person** means an individual who can be identified by specific reference to an identifier such as a name, national identification number or other government issued identification number, location data, an online identifier such as an IP address, or by one or more factors specific to the physical, cultural or social identity of that individual.

**Net Profit** means the operating profit resulting from Your Business after due provision has been made for all fixed charges.

**Network Security** means those activities performed by You, or by others on behalf of You, to protect against Computer Malicious Acts or Unauthorised Use or Access.

**Period of Indemnity** means the period during which You incur Business Interruption Loss or Data and System Recovery Costs, beginning when the Business Interruption Incident occurs and not exceeding three (3) months. However, the Period of Indemnity may be extended solely by Us for a time period within Our discretion in the event that You are still incurring Business Interruption Loss or Data and System Recovery Costs.

**Personal Data** means:

- (a) a **Natural Person's** name, national identity number or national insurance number, medical or healthcare data, other protected health information, driver's license number, state identification number, credit card number, debit card number, address, telephone number, email address, account number, account histories, or passwords; and
  - (b) any other protected personal information as defined in **Privacy Regulations**;
- in any format.

**Personal Injury** means injury arising out of one or more of the following offenses:

- (a) false arrest, detention or imprisonment;
- (b) malicious prosecution;

- (c) libel, slander, or other defamatory or disparaging material;
- (d) publication or an utterance in violation of an individual's right to privacy; and
- (e) wrongful entry or eviction, or other invasion of the right to private occupancy.

**Privacy Regulations** means regulations applying to the care, collection, custody, control, use, or disclosure of Personal Data, including Data that is regulated by the Personal Data Protection Act 2012 (No.26 of 2012) and the EU General Data Protection Regulation (GDPR).

**Property Damage** means physical injury to or loss or destruction of tangible property, including the loss of use thereof. Property Damage shall not include any injury to, loss or destruction of, or loss of use of Data.

**Retroactive Date** means the date specified in the Policy Schedule.

**Single Claim** means all Claims or other matters giving rise to a claim under this Policy that relate to the same originating source or cause or the same underlying source or cause, regardless of whether such Claims, or other matters giving rise to a claim under this Policy involve the same or different claimants, Insureds, events, or legal causes of action.

**Subsidiary** means any entity that is not formed as a partnership or joint venture in which, at the inception of the Policy, the Policyholder directly or indirectly:

- (a) holds more than 50% of the voting rights;
- (b) has the right to appoint or remove more than 50% of the board of directors; or
- (c) controls alone, pursuant to a written agreement with other shareholders, more than 50% of the voting rights.

If a Subsidiary ceases to be a Subsidiary either prior to or during the Policy Period, this Policy shall continue to cover such Subsidiary and its Insured Persons, but:

- (a) only for Privacy and Network Security Wrongful Acts and Media Wrongful Acts that occur after the Retroactive Date and while the entity was a Subsidiary; and
- (b) only for Cyber Incidents, Business Interruption Incidents, Cyber Extortion Events, and Theft discovered by any Control Group member while the entity was a Subsidiary.

**Third-Party** means an entity or Natural Person not qualifying as an Insured under this Policy.

**Trade Secret** means information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain value from its disclosure or use, so long as reasonable efforts have been made to maintain its secrecy.

**Transaction** means in respect of the company shown in Item 1 of the Schedule:

- (a) it or all of its assets is or are acquired by another entity;
- (b) it merges or consolidates into or with another entity;
- (c) any person, entity or affiliated group of persons and/or entities obtains the right or power to elect, appoint or designate at least 50% of the directors of it;
- (d) any person, entity or affiliated group of persons and/or entities acquires 50% or more of the issued capital of it; or
- (e) a receiver, receiver and manager, liquidator, administrator, official manager or trustee is appointed to manage, administer, liquidate, supervise, or otherwise take control.

**Unauthorised Use or Access** means the entry or access to a Covered Computer System by an unauthorised party or individual, including an employee or authorised party exceeding authority.

**Waiting Period** means the number of hours specified in Item 3 of the Schedule following a Business Interruption Incident.

**Wrongful Act** means an actual or alleged Cyber Incident, or Business Interruption Incident.

**Wrongful Employment Practices** means any actual or alleged violation of employment laws or any other legal provisions relating to any individual's actual or prospective employment relationship with the Insured.

**You and Your** means the Insured.

### 3 Conditions Applicable to Section 7

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In addition to the Section 1 - General Conditions, the following Conditions shall apply to this Section:

#### 3.1 Policy construction

Unless the context otherwise requires, in this Policy:

- 3.1.1 the singular includes the plural and vice versa;
- 3.1.2 headings are merely descriptive and not to aid interpretation;
- 3.1.3 a position, title, legal status, legal concept or structure, or statute shall include the equivalent in any other jurisdiction;
- 3.1.4 a statute or statutory provision shall include any amended version or re-enactment; and
- 3.1.5 capitalised words used in this Policy have the meanings set out in Section 1 - General Definitions, Section 7 - Definition and in the Policy Schedule.

#### 3.2 Policy limits

- 3.2.1 The Limits of Insurance and Deductibles listed on the Policy Schedule are separate Limits of Insurance and Deductibles pertaining to each Insuring Agreement under Section 7, clause 1.
- 3.2.2 The total amount payable by Us (including Loss) under this Policy in respect of each and every Single Claim shall not exceed the sum of the applicable Limits of Insurance and is subject to the Policy Aggregate.
- 3.2.3 The total amount payable by Us (including Loss) under this Policy will not exceed the Policy Aggregate.
- 3.2.4 Any Sub-limit listed on the Policy Schedule shall be part of and not in addition to the applicable Privacy and Network Security Liability Limit of Insurance shown in the Policy Schedule, and subject to the Policy Aggregate.
- 3.2.5 Sub-limits and Limits of Insurance are not subject to reinstatement once exhausted.

#### 3.3 Deductible

- 3.3.1 We will only be liable for that part of a Loss and any other covered amount payable arising from any Claim, which exceeds the Deductible. Such Deductible shall be borne by You and is uninsured by Us.
- 3.3.2 Only one Deductible amount shall apply to each and every Single Claim.
- 3.3.3 If a Single Claim is subject to different Deductible amounts, the applicable Deductible shall be applied separately to each part of Damages and Expenses, but the sum of such Deductible shall not exceed the largest applicable Deductible.
- 3.3.4 With respect to Section 7, clause 1.2.1 Business Interruption, We will pay the actual Business Interruption Loss incurred by You:
  - a) once the applicable Waiting Period has expired; and
  - b) which exceeds the Deductible amount shown in the Schedule.

#### 3.4 Related claims and matters

A Single Claim shall attach to the Policy only if the notice of the first Claim or other matter giving rise to a Claim that became such Single Claim, was given by the Insured during the Policy Period.

#### 3.5 Transactions

In the event that a Transaction occurs during the Policy Period, then We will only pay for a Loss for any Wrongful Act occurring prior to the Transaction and which is otherwise covered by this Policy and reported to Us pursuant to Section 7, clause 3.7 - Notification.

However, the Insured may, up to forty-five (45) days after the Transaction, request an offer from Us for an Extended Reporting Period of up to eighty-four (84) months from the expiry date of the Policy Period. Upon such request and following our receipt of any requested information, We shall offer to extend the cover under this Policy for an Extended Reporting Period of up to eighty-four (84) months on such terms and conditions and at such premium as We may decide at Our discretion. Any additional Premium will be non-refundable.

### 3.6 Acquisitions and creations of new subsidiaries

The definition of Subsidiary under this Policy is extended to include any company that becomes a Subsidiary during the Policy Period, provided that:

- (a) the new Subsidiary does not increase the Insured Organisation's total turnover by more than 20% based on the Insured Organisation's latest audited consolidated financial statements or annual report; and
- (b) the new Subsidiary is domiciled outside of Canada or The United States of America or its Territories; and
- (c) the new Subsidiary is not registered as an investment advisor with the US Securities and Exchange Commission; and
- (d) the new Subsidiary's business activities are not materially different in their nature to those of the Insured Organisation.

In respect of any new Subsidiary falling outside the terms of conditions (a), (b), (c) and (d) above, cover will be automatically provided for a period of sixty (60) days from the date of acquisition, incorporation or creation. This automatic cover may be extended beyond the sixty (60) days with the written agreement of the Insurer on such terms the Insurer may apply and endorse to the Policy.

In respect of any new Subsidiary, cover only applies to Claims first made during the Policy Period in respect of Wrongful Acts allegedly committed after the acquisition, incorporation or creation of the new Subsidiary.

### 3.7 Notification

- 3.7.1 You shall give written notice to Us as soon as practicable of a Claim.
- 3.7.2 If this Policy is not renewed, You shall give written notice to Us as soon as practicable of a Claim and in no event more than sixty (60) days after the expiry of the Policy Period or Extended Reporting Period.
- 3.7.3 All notifications under this Policy must be provided to Us via the following email address at Claims.SG@chubb.com.
- 3.7.4 Notifications must include certain information.
  - a) All notifications under this Policy shall include the following information:
    - (i) a specific description of the alleged Claim or Loss or other conduct;
    - (ii) details of all parties involved, inclusive of names and contact information;
    - (iii) such other information as We may require.
  - b) Requests made by You for indemnity by Us for any Business Interruption Loss shall be accompanied by a computation of the loss. This shall set out in detail how the loss has been calculated and what assumptions have been made. You shall produce any documentary evidence, including any applicable reports, books of accounts, bills, ledgers, invoices, and other vouchers and copies of such which We may reasonably require.
- 3.7.5 If You contact the Chubb Cyber Incident Response Centre for assistance in the event of an actual or reasonably suspected Cyber Incident or a Business Interruption Incident, You will then be provided with the following two options:
  - a) Option 1:
 

The Chubb Cyber Incident Response Centre will provide notice to Us on Your behalf.

You can choose to have the Chubb Cyber Incident Response Centre provide notice to us on Your behalf. In order to exercise this option, You must give specific consent to the Chubb Cyber Incident Response Centre to allow them to provide notice to us on Your behalf. Your Notification requirements are only satisfied if You provide specific consent to the Chubb Cyber Incident Response Centre to perform this task for You.
  - b) Option 2:
 

The Chubb Cyber Incident Response Centre will not provide notice to Us on Your behalf.

You are not required to give Your consent to the Chubb Cyber Incident Response Centre to provide notice to us of the Cyber Incident or Business Interruption Incident, even if You elect to utilise its services. If You

decide that You do not want to allow the Chubb Cyber Incident Response Centre to provide Notification on Your behalf, then You must provide Notification to us as directed in this Section 7, clause 3.7 - Notification.

3.7.6 If, during the Policy Period or an obtained Extended Reporting Period, You:

- a) become aware of circumstances which are likely to give rise to a Claim and give written notice of such circumstances to us; or
- b) receive a written request to waive application of a limitation period to, or to suspend the running of time towards expiry of a limitation period for the commencement of a civil proceeding against You for a Wrongful Act occurring before the expiry of the Policy Period and give written notice of such request and of such Wrongful Act to us,

then any Claims subsequently arising from such circumstances or such request shall be deemed to have first been made during the Policy Period.

### 3.8 Calculation of Business Interruption Loss

Our adjustment of the Business Interruption Loss shall take full account of trends or circumstances during the twelve (12) months immediately before the Business Interruption Incident, which affect the profitability of the business and would have affected the profitability of the business had the Business Interruption Incident not occurred, including all material changes in market conditions which would affect the Net Profit generated. However, Our adjustment will not include any increase in income that would likely have been earned as a result of an increase in the volume of business due to favourable business conditions.

### 3.9 Valuation

For the purposes of establishing the value of:

Cyber Extortion Damages payable by Us, the following valuation shall apply:

If Cyber Extortion Damages are paid in a currency, including cryptocurrency(ies), other than the local currency from where this Policy is issued or the currency in which the Policy is issued, then payment under this Policy will require submission of proof of the calculation of the applicable rate of exchange used to convert such other currency to the local currency from where this Policy is issued or the currency in which this Policy is issued on the date that the Cyber Extortion Damages were actually paid.

Reimbursement of the Cyber Extortion Damages to You from us under this Policy shall be made in the local currency from where this Policy is issued based on the submission of proof provided by You. We retain the right to dispute or adjust the calculation of Cyber Extortion Damages to the extent that the submission of proof You submit is based on an inaccurate or inflated rate of exchange.

### 3.10 Allocation

In the event that any Claim involves both covered matters and matters not covered, a fair and proper allocation of any Loss shall be made between You and Us taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this Policy.

### 3.11 Non-Renewal Extended Reporting Periods

If on expiry, any Insuring Agreement under this Policy is neither renewed nor replaced with insurance providing such coverage with any insurer, any Insured is entitled to an Extended Reporting Period of sixty (60) days automatically for no additional premium and may, subject to the payment of an additional payment of 100% of the Premium, extend the cover under that Insuring Agreement of this Policy for an Extended Reporting Period of twelve (12) months from the expiration of the Policy Period, provided that:

3.11.1 the extended cover under this Condition applies only to:

- a) for Section 7, clause 1, Wrongful Acts occurring before the expiry of the Policy Period and notified to Us before the expiry of the Extended Reporting Period; and

3.11.2 To exercise this Extended Reporting Period under this Condition, the Policyholder must, within the sixty (60) day period after the expiration of the Policy Period:

- a) provide notice to us of the intention to exercise the twelve (12) month option; and
- b) pay the additional Premium.

You shall not have the right to purchase the twelve (12) month Extended Reporting Period under this Condition in the event that a Transaction occurs during the Policy Period.

The Extended Reporting Period is not available in the event this Policy is cancelled or voided. Any additional premium payable under this Condition will be fully earned upon payment and will be non-refundable.

You agree that our offer of renewal terms, conditions, limits of liability or premium different from those of this Policy do not constitute a refusal to renew.

There shall be no entitlement to an Extended Reporting Period in the event, and from the date that, the Policyholder obtains any similar insurance cover. In such an event, any Extended Reporting Period already purchased shall automatically be cancelled. The premium shall have been fully earned at inception of the Extended Reporting Period.

### **3.12 Severability and non-avoidance**

3.12.1 We shall have no remedy for any breach by You of Your duty to make a fair presentation of the risk prior to inception of, or in connection with, this Policy, unless We demonstrate such breach was dishonest.

3.12.2 The proposal submitted to us for the purpose of seeking cover under this Policy will be construed as a separate proposal by each of You and, with respect to statements and particulars provided in the proposal, no statements made, or information possessed by any Insured Person shall be imputed to any other Insured Person to determine whether cover is available for that Insured.

3.12.3 Only the statements made, or knowledge possessed by any past, present or future Control Group member will be imputed to such Insured Organisation.

### **3.13 Authorisation**

The Policyholder agrees to act on behalf of You with respect to this Policy.

### **3.14 Incident Response Clause**

Any Expenses incurred utilising the Cyber Incident Response Manager or Cyber Incident Response Team are part of and not in addition to, the Aggregate Limit for Incident Response Expenses, as listed on the Policy Schedule.

It is understood that the Cyber Incident Response Managers and Cyber Incident Response Team service providers are independent contractors, not our agents. You agree that We assume no liability arising out of any services rendered by a Cyber Incident Response Team service provider. We shall not be entitled to any rights or subject to any obligations or liabilities set forth in any agreement entered into between You and any Cyber Incident Response Team service provider. You acknowledge and are aware that the services You contract for with the Cyber Incident Response Manager and the Cyber Incident Response Team could include or entirely be services that are not covered by this Policy. We shall have no duty to notify You when this is the case. You will be responsible for the costs, bills and fees associated with the retention of the Cyber Incident Response Managers and the Cyber Incident Response Team when their services are not covered under this Policy.

## **4 Exclusions Applicable to Section 7**

In addition to the Section 1 - General Exclusions, the following Exclusions shall apply and Chubb will not cover:

### **4.1 Prior knowledge**

Alleging, based upon, arising out of or attributable to a Wrongful Act actually or allegedly committed prior to the beginning of the Policy Period if, on or before the earlier of the effective date of this Policy or the effective date of any Policy issued by Us of which this Policy is a continuous renewal or a replacement, any member of the Control Group of the Insured knew or reasonably could have foreseen that the Wrongful Act did or could lead to any Loss.

### **4.2 Fines and penalties**

Any taxes, fines, penalties, injunctions, or sanctions imposed by a regulatory body attributable to a Cyber Incident.

### **4.3 Pending or prior proceedings**

Alleging, based upon, arising out of, or attributable to:

- 4.3.1 any prior or pending litigation, demand, arbitration, administrative or regulatory proceeding or investigation filed or commenced against You, and of which You had notice, on or before the earlier of the effective date of this Policy or the effective date of any policy issued by Us of which this Policy is a continuous renewal or a replacement, or alleging or derived from the same or substantially the same fact, circumstance or situation underlying or alleged therein; or
- 4.3.2 any Wrongful Act, fact, circumstance or situation that has been the subject of any notice given under any other policy before the effective date of this Policy; or
- 4.3.3 any other Wrongful Act whenever occurring which, together with a Wrongful Act that has been the subject of such notice, would constitute a Single Claim.

#### **4.4 Conduct**

Directly or indirectly caused by, arising out of or in any way connected with Your conduct, or of any person for whose conduct You are legally responsible, that involves:

- 4.4.1 committing or permitting any knowing or wilful breach of duty, or violation, of any laws; or
- 4.4.2 committing or permitting any criminal, deliberately fraudulent or deliberately dishonest act or omission; or
- 4.4.3 any actual or attempted gain of personal profit, secret profit or advantage by You to which You were not entitled.

This exclusion only applies where such conduct has been established to have occurred by final adjudication (after the exhaustion of any appeals), or written admission.

Conduct committed by an Insured Person shall not be imputed to any other Insured Person. However, conduct committed by or with the knowledge of a past, present, or future member of the Control Group shall be imputed to the relevant Insured Organisation.

#### **4.5 Discrimination or employment practices**

Alleging, based upon, arising out of or attributable to any:

- 4.5.1 discrimination of any kind;
- 4.5.2 humiliation, harassment or misconduct based upon, arising out of or related to any such discrimination;
- 4.5.3 Wrongful Employment Practices.

#### **4.6 Insured vs Insured**

Brought or maintained by You, or on Your behalf, or any other natural person or entity for whom or which You are legally liable, arising out of a Cyber Incident.

#### **4.7 Contract**

For breach of any express, implied, actual or constructive contract, warranty, guarantee, or promise, including liquidated damages provisions or any liability assumed by You. This exclusion shall not apply to any liability or obligation You would have in the absence of such contract, warranty, guarantee, promise or agreement.

#### **4.8 Bodily Injury and Property Damage**

Alleging, based upon, arising out of or attributable to any Bodily Injury or Property Damage.

#### **4.9 Infrastructure Outage**

Alleging, based upon, arising out of or attributable to any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, telecommunications or other infrastructure. However, this exclusion shall not apply to failures, interruptions, disturbances or outages of telephone, cable or telecommunications systems, networks or infrastructure, under an Insured's operational control, which is a result of a failure of Computer Malicious Act, Unauthorised Use or Access, or a failure of Network Security.

#### **4.10 Force Majeure**

Alleging, based upon, arising out of or attributable to fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other physical event, however caused.



**4.11 War**

Alleging, based upon, arising out of or attributable to war, invasion, acts of foreign enemies, terrorism, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power. However, this exclusion shall not apply to an Act of Cyber-Terrorism which results in a Claim.

**4.12 Pollution**

Alleging, based upon, arising out of or attributable to the actual, alleged or threatened discharge, release, escape, seepage, migration, or disposal of Pollutants, or any direction, formal mandate or request that any Insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralise Pollutants, or any voluntary decision to do so.

**4.13 Wear and tear and governmental authority intervention**

Solely with respect to coverage under Section 7, clause 1.1.1 - Incident Response, 1.2.1 - Business Interruption, 1.2.2 - Data and System Recovery:

4.13.1 alleging, based upon, arising out of, or attributable to the ordinary wear and tear or gradual deterioration of a Covered Computer System or Data, including any data processing media;

4.13.2 for any action of a public or governmental authority, including the seizure, confiscation or destruction of a Covered Computer Systems or Data.

**4.14 Patent and trade secret**

Alleging, based upon, arising out of or attributable to any claim, dispute or issues with the validity, invalidity, infringement, violation or misappropriation of any patent or Trade Secret by or on behalf of You.

**4.15 Intellectual Property**

Alleging, based upon, arising out of or attributable to any infringement, violation or misappropriation by You of any copyright, service mark, trade name, trademark or other intellectual property of any third-party.

**4.16 Products**

Alleging, based upon, arising out of or attributable to any Products.

**4.17 Trading**

Alleging, based upon, arising out of or attributable to any:

4.17.1 financial loss due to the inability to trade, invest, divest, buy or sell any financial security or financial asset of any kind, however, solely with respect to Business Interruption Loss covered under Section 7, clause 1.2.1 - Business Interruption, this shall not apply to Your loss of fee or commission income;

4.17.2 fluctuations in any value of assets;

4.17.3 financial value in any of Your accounts held at a financial institution; or

4.17.4 inability to earn interest or appreciation on any asset.

## Section 8 - Group Business Travel

### 1 Cover Applicable to Section 8

#### 1.1 Personal Accident

##### 1.1.1 Cover

##### a) Death & Burial Expenses

If, during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person sustains Bodily Injury which results in his Accidental Death within three hundred and sixty-five (365) consecutive days from the date of the Accident, We will pay to the Policyholder:

- (i) the Accidental Death Benefit amount specified in the Table of Events, and
- (ii) the Burial Expenses Benefit amount as set out in the Policy Schedule.

##### b) Permanent Disablement

If, during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person sustains Bodily Injury which results in Permanent disablement of the nature specified in the Table of Events, We will pay to the Policyholder the relevant Benefit amount specified in the Table of Events.

#### Table of Events

Events	Benefit
<p>Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.</p>	
1. Accidental Death	100%
2. Permanent Total Disablement	150%
3. Permanent paralysis of all Limbs	150%
4. Loss of both Hands or both Feet	150%
5. Loss of one (1) Hand or one (1) Foot	125%
6. Loss of one (1) Limb and sight of one (1) eye	150%
7. Loss of sight of both eyes	150%
8. Permanent Loss of speech and hearing	150%
9. Loss of sight of one (1) eye	100%
10. Permanent and incurable insanity	100%
11. Permanent Loss of the lens of one (1) eye	75%
12. Permanent Loss of speech	75%
13. Loss of hearing in:	
(a) both ears	100%
(b) one (1) ear	30%
14. Permanent Loss of the use of four (4) Fingers and Thumb of either Hand	85%
15. Permanent Loss of the use of four (4) Fingers of either Hand	55%

16.	Permanent Loss of the use of one (1) Thumb of either Hand	40%
17.	Permanent Loss of the use of Fingers of either Hand	20%
18.	Permanent Loss of the use of Toes of either Foot:	
	(a) all - one (1) Foot	25%
	(b) great Toe	10%
	(c) other than great - each Toe	2%
19.	Fractured Leg or Patella with Established Non-Union	20%
20.	Shortening of leg by at least five (5) cm	10%
21.	Permanent disablements not specified in items 2 to 20 above	Such percentage of the Sum Insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than two (2) Physicians, one (1) of whom will be the Insured Person's treating Physician and the other will be appointed by us.  In the event of a disagreement, the amount payable will be the average of the two (2) opinions.

## 1.2 Medical Expenses

### 1.2.1 Cover

If, during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person necessarily incurs Medical Expenses as a direct result of Bodily Injury or Sickness, We will indemnify the Policyholder in respect of such expenses up to the Benefit amount shown in the Policy Schedule less any Deductible applicable under the Policy.

### 1.2.2 Additional Conditions

- a) Subject to Section 8, clause 1.2.2.b) of the Policy below, Our liability in respect of Medical Expenses shall not exceed the Benefit amount stated in the Policy Schedule less any Deductible applicable under the Policy.
- b) Where an Insured Person has been treated by an Alternative Medical Physician, Our liability in respect of Medical Expenses shall not exceed SGD1,000 less any Deductible applicable under the Policy.
- c) In the event the Policyholder or an Insured Person becomes entitled to a refund or reimbursement of all or part of Medical Expenses from any other source, including but not limited to any other insurance, We will only be liable for the excess of the amount recoverable from such other source or insurance, less any Deductible applicable under the Policy.

### 1.2.3 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify for any:

- a) treatment where the Insured Person first sought treatment for Bodily Injury or Sickness more than sixty (60) days after the start of the Bodily Injury or Sickness;
- b) expenses incurred for prostheses, contact or corneal lenses, spectacles, hearing aids, dentures or other medical equipment unless prescribed by a Physician for the treatment of Bodily Injury or Sickness;
- c) routine medical examination, cosmetic surgery, routine dental treatment and other elective treatments and surgical processes; or
- d) Medical Expenses incurred after the Policy Period.

- e) Medical Expenses directly or indirectly, caused by, as a consequence of, in connection with or contributed to by any of the following:
  - (i) Human Immunodeficiency Virus (HIV), any variance including Acquired Immune Deficiency Syndrome (AIDS), AIDS related complications or any sexually transmitted disease;
  - (ii) any nervous conditions, mental conditions, psychiatric disorder, alcoholism or drug addiction, rest cures, sanatoria or special nursing care; or
  - (iii) any condition which results from or is a complication of pregnancy, childbirth, miscarriage (except Accidental miscarriage not attributed to any natural causes and/or Sickness) or abortion, intoxication by alcohol, or drugs not prescribed by a Physician.

### 1.3 Chubb Assistance (Emergency Medical Evacuation and Repatriation Expenses)

#### 1.3.1 Cover

##### a) Emergency Medical Evacuation

If, during the Policy Period, whilst the Insured Person is on a Journey, as a result of an Insured Person being in a Critical Medical Condition and in the opinion of an authorised representative of Chubb Assistance, it is judged medically appropriate to move the Insured Person to another location for medical treatment or to return the Insured Person to his Country of Residence, the authorised representative of Chubb Assistance shall arrange for the evacuation utilising the means best suited to do so based on the medical severity of the Insured Person's Critical Medical Condition. We shall pay directly to Chubb Assistance the Covered Expenses for such evacuation up to the Benefit amount shown in the Policy Schedule.

In the event the Insured Person cannot, for reasons beyond his control, notify Chubb Assistance, and nevertheless makes arrangements for his own evacuation, We shall, if satisfied that the arrangements were medically appropriate in view of the Insured Person's Critical Medical Condition at that time, indemnify the Policyholder in respect of the expenses incurred, up to an amount which would have been payable to Chubb Assistance for services provided under the same circumstances and in any event not exceeding the Benefit amount shown in the Policy Schedule.

The means of evacuation arranged by an authorised representative of Chubb Assistance, may include air ambulance, surface ambulance, regular air transportation, railroad or any other appropriate means. All decisions as to the means of evacuation and the final destination of any evacuation will be made by the authorised representative of Chubb Assistance.

##### b) Repatriation of Mortal Remains

If, during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person dies, an authorised representative of Chubb Assistance shall make the necessary arrangements for the return of the Insured Person's mortal remains to his city of residence or usual place of employment. We shall pay directly to Chubb Assistance the Covered Expenses for such repatriation, up to the Benefit amount shown in the Policy Schedule.

Should Chubb Assistance be requested to arrange for the return of the Insured Person's mortal remains directly to his Home Country, not being his Country of Residence. We shall not be liable for expenses in excess of expenses that would have been incurred for return of the remains to his Country of Residence.

In addition to the transportation expenses of the mortal remains as provided above, We shall indemnify the Policyholder for expenses necessarily incurred to comply with relevant laws, rules and regulations to transfer the mortal remains to the city of residence or usual place of employment.

#### 1.3.2 Additional Conditions

In the event any services are provided by Chubb Assistance, the charges for which are outside of the scope of Section 8, clause 1.3 - Chubb Assistance (Emergency Medical Evacuation and Repatriation Expenses), or which exceed the applicable limits under this Policy, We reserve the right to claim reimbursement from the Policyholder of any amounts paid by Us to Chubb Assistance outside or in excess of the said scope or limits.

### 1.3.3 Additional Definitions

**Critical Medical Condition** means a medical condition suffered by the Insured Person as a result of Bodily Injury or Sickness, which is determined to be life-threatening by a Physician designated by Chubb Assistance in his absolute discretion.

**Covered Expenses** are expenses for services provided and/or arranged by Chubb Assistance for the transportation, medical services and medical supplies necessarily incurred for an evacuation or the transportation expenses for the repatriation of mortal remains.

### 1.3.4 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify for:

- a) any Covered Expenses incurred after the Policy Period;
- b) any expenses incurred for services provided by another party for which the Insured Person is not liable to pay, or any expenses already included in the cost of a scheduled trip;
- c) any expenses for a service not approved and arranged by an authorised representative of Chubb Assistance, except as mentioned in clause 1.3 - Chubb Assistance (Emergency Medical Evacuation and Repatriation Expenses), clause 2.3.1.a) - Emergency Medical Evacuation, and clause 2.3.1.b) - Repatriation of Mortal Remains; or
- d) any expenses incurred for services provided by the Policyholder or another party to transport the Insured Person from offshore (including but not limited to rig, platform or vessel) onto land.

## 1.4 Post Journey Medical Expenses

### 1.4.1 Cover

- a) If, during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person sustains Bodily Injury or Sickness, and seeks medical treatment while on the Journey, and then necessarily incurs Medical Expenses for follow up treatment administered by a Physician in his Country of Residence within sixty (60) days after the end of the Journey, We will indemnify the Policyholder or the Insured Person in respect of such expenses up to the Benefit amount shown in the Policy Schedule less any Deductible applicable under the Policy.
- b) If, during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person sustains Bodily Injury or Sickness, and does not seek medical treatment outside of the Country of Residence whilst on the Journey, the Insured Person must seek the first medical treatment in his Country of Residence within seven (7) days upon return to his Country of Residence and then any subsequent medical treatments are covered up to a maximum of sixty (60) days after the end of the Journey. We will indemnify the Policyholder or the Insured Person in respect of related Medical Expenses up to the Benefit amount shown in the Policy Schedule less any Deductible applicable under the Policy.
- c) If, during the Policy Period, whilst the Insured Person is on a Journey, in his Country of Residence and the Insured Person sustains Bodily Injury or Sickness, and does not seek medical treatment whilst on the Journey, the Insured Person must seek the first medical treatment in his city of residence or usual place of employment within seven (7) days upon return to his city of residence or usual place of employment and then any subsequent medical treatments are covered up to a maximum of sixty (60) days after the end of the Journey. We will indemnify the Policyholder or the Insured Person in respect of related Medical Expenses up to the Benefit amount shown in the Policy Schedule less any Deductible applicable under the Policy.

### 1.4.2 Additional Conditions

- a) Subject to Section 8, clause 1.4.2. b) of the Policy, Our liability in respect of Medical Expenses shall not exceed the Benefit amount stated in the Policy Schedule less any Deductible applicable under the Policy.
- b) Where an Insured Person has been treated by an Alternative Medical Physician, Our liability in respect of Medical Expenses shall not exceed SGD1,000 less any Deductible applicable under the Policy.
- c) In the event the Policyholder or an Insured Person becomes entitled to a refund or reimbursement of all or part of Medical Expenses from any other source, including but not limited to any other insurance, We

will only be liable for the excess of the amount recoverable from such other source or insurance, less any Deductible applicable under the Policy.

#### 1.4.3 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify for:

- a) any expenses incurred sixty (60) days after the Journey;
- b) any expenses incurred for prostheses, contact or corneal lenses, spectacles, hearing aids, dentures or other medical equipment unless prescribed by a Physician for the treatment of Bodily Injury or Sickness; or
- c) any expenses incurred for routine medical examination, cosmetic surgery, routine dental treatment and other elective treatments and surgical processes.
- d) any Medical Expenses directly or indirectly, caused by, as a consequence of, in connection with or contributed to by any of the following:
  - (i) Human Immunodeficiency Virus (HIV), any variance including Acquired Immune Deficiency Syndrome (AIDS), AIDS-related complications or any sexually transmitted disease;
  - (ii) any nervous conditions, mental conditions, psychiatric disorder, alcoholism or drug addiction, rest cures, sanatoria or special nursing care; or
  - (iii) any condition which results from or is a complication of pregnancy, childbirth, miscarriage (except Accidental miscarriage not attributed to any natural cause and/or Sickness) or abortion, intoxication by alcohol, or drugs not prescribed by a Physician.

### 1.5 Cancellation/Curtailment/Rearrangement

#### 1.5.1 Cover

##### a) Cancellation

If, during the Policy Period, an Insured Person is forced to cancel any part of a planned Journey prior to the commencement of that Journey as the direct and necessary result of any Specified Cause occurring within thirty (30) days prior to the commencement of the planned Journey, We will indemnify the Policyholder in respect of Cancellation Expenses incurred up to the Benefit amount shown in the Policy Schedule.

##### b) Curtailment and/or Rearrangement

If, during the Policy Period, an Insured Person is forced to curtail or alter the itinerary of any part of a planned Journey during the course of that Journey, as the direct and necessary result of any Specified Cause, We will indemnify the Policyholder in respect of Curtailment Expenses and/or Rearrangement Expenses incurred up to the Benefit amount shown in the Policy Schedule.

#### 1.5.2 Additional Conditions

- a) In the event the Policyholder or an Insured Person becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, or if there is in place any other insurance against the events covered under Section 8, clause 1.5 - Cancellation/Curtailment/Rearrangement, We will only be liable for the excess of the amount recoverable from such other source or insurance.
- b) This coverage is effective only if the expenses are incurred before the Insured Person becomes aware of any Specified Cause which could lead to the cancellation, curtailment or rearrangement of his/her particular Journey.

#### 1.5.3 Additional Definitions

**Cancellation Expenses** mean expenses payable under a contract, or forfeited or unrecoverable expenses, for charges, deposits, payments, or advance payments for travel or accommodation charges which have not been or will not be used as a result of the Specified Cause.

**Curtailment Expenses** mean:

- (a) expenses payable under a contract, or forfeited or unrecoverable expenses, for charges, deposits, payments,

or advance payments for travel or accommodation or other charges which have not been or will not be used as a result of the Specified Cause; and

- (b) additional reasonable travel and accommodation expenses incurred (i) in order to facilitate the Insured Person's prompt return directly to Country of Residence or (ii) resulting from an extension of the Journey upon medical advice of the Physician that the Insured Person is not able to travel and return to Country of Residence as originally scheduled, including but not limited to change fees and travel agent fees resulting from a Specified Cause.

**Rearrangement Expenses** mean all reasonable travel and accommodation expenses incurred in transporting the Insured Person back to the point at which the Journey was curtailed to complete the Journey where it is commercially reasonable to do so provided that such expenses do not include first class or business class airfares. The Journey must be continued within six (6) months of the curtailment.

**Specified Cause** means any of the following, affecting the Insured Person:

- (a) the Insured Person's death, or Bodily Injury or Sickness sustained by him and rendering him unfit to travel in the opinion of a Physician;
- (b) the death, of a Close Relative or Bodily injury or Sickness of such person necessitating him to be Confined to a Hospital;
- (c) the death of a Close Business Associate or Bodily Injury or Sickness of such person necessitating him to be Confined to a Hospital;
- (d) compulsory quarantine, jury service, subpoena, or Hijack;
- (e) unexpected Strike, Riot or Civil Commotion, Terrorism, adverse weather or Natural Catastrophe arising out of circumstances beyond the control of the Policyholder; or
- (f) the Insured Person's residence or usual place of employment in his Country of Residence becoming uninhabitable resulting from fire, storm, flood, theft, subsidence or malicious damage.

#### 1.5.4 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify for:

- a) any expense or Benefit amount or Sum Insured, directly or indirectly, caused by, as a consequence of, in connection with or contributed to by any of the following:
  - (i) the Insured Person's inability to travel due to financial reasons;
  - (ii) the Insured Person's mere disinclination to travel;
  - (iii) the financial collapse or default of the agent or travel agent or tour operator; or
  - (iv) smog or conditions arising from pollution.
- b) any expenses incurred, or payments made by the Policyholder or Insured Person after the Policy Period.

## 1.6 Replacement Expenses

### 1.6.1 Cover

If, during the Policy Period, whilst the Insured Person is on a Journey, the Policyholder or Insured Person necessarily incurs Replacement Expenses as a direct result of death or Serious Bodily Injury or Serious Sickness of the Insured Person or his Close Relative, We will indemnify the Policyholder or Insured Person in respect of such expenses up to the Benefit amount shown in the Policy Schedule.

### 1.6.2 Additional Conditions

In the event the Policyholder or an Insured Person becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, including but not limited to any other insurance, We will only be liable for the excess of the amount recoverable from such other source or insurance.

### 1.6.3 Additional Definitions

**Replacement Expenses** means all reasonable and necessary expenses incurred in sending a substitute person

to complete the original Insured Person's Journey where the sending of such a substitute person is commercially necessary. Such expenses shall be limited to economy fare travel and other essential travel expenses incurred by the substitute person for travelling to the location at which the Insured Person had sustained Serious Bodily Injury or contracted Serious Sickness.

**Serious Bodily Injury or Serious Sickness** means Bodily Injury or Sickness which causes the Insured Person to be necessarily confined as a resident patient in a Hospital for at least five (5) days on the recommendation of a Physician but not for the purpose of convalescent rest.

#### 1.6.4 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify for any expenses incurred or payments made by the Policyholder or Insured Person after the Policy Period.

### 1.7 Loss of Money and Travel Documents

#### 1.7.1 Cover

If, during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person:

- a) sustains loss of or damage to his Money, due to robbery, burglary, theft or threat of violence, We will indemnify the Policyholder in respect of such loss or damage up to the sublimit of the Benefit amount shown in the Policy Schedule less any Deductible applicable under the Policy;
- b) sustains financial loss as a direct result of a credit, charge or bankers card being lost or stolen and being subsequently used fraudulently by any person other than the Insured Person, a member of the Insured Person's family or where the card is issued on behalf of the Policyholder, an employee of the Policyholder, We will indemnify the Policyholder for such loss up to the sublimit of the Benefit amount shown in the Policy Schedule less any Deductible applicable under the Policy provided that the Policyholder and Insured Person have fully complied with all terms and conditions under which such card has been issued;
- c) sustains loss of or damage to his Travel Documents, We will indemnify the Policyholder in respect of fees charged by the appropriate consular, visa and/or passport office and any additional travel or accommodation expenses incurred in obtaining any official temporary or replacement Travel Documents whilst outside of his Country of Residence up to the Benefit amount shown in the Policy Schedule less any Deductible applicable under the Policy.

#### 1.7.2 Additional Conditions

- a) The loss or damage must be reported to the police or relevant authority having jurisdiction where the loss or damage occurred, within twenty-four (24) hours from the incident. Any claims for indemnity under Section 8, clause 1.7 - Loss of Money and Travel Documents must be accompanied by a copy of a police report or a report issued by the relevant authority evidencing such loss or damage.
- b) In the event the Policyholder or an Insured Person becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, including but not limited to any other insurance, We will only be liable for the excess of the amount recoverable from such other source or insurance.
- c) The most We will indemnify under Section 8, clause 1.7 - Loss of Money and Travel Documents is the Benefit amount (subject to Sub Limit(s)) identified in the Policy Schedule.

#### 1.7.3 Additional Definitions

**Money** means coins, bank notes, postal or money orders or signed travellers' cheques.

**Travel Documents** mean passports, visas or travel tickets.

#### 1.7.4 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify for any amount, which is, directly or indirectly, caused by, as a consequence of, in connection with or contributed to by any the following:

- a) any loss or damage sustained after the Policy Period;



- b) any devaluation of currency or shortages due to errors or omissions during any transactions involving money;
- c) any loss or damage not reported to either the police or relevant authority having jurisdiction where the loss or damage occurred within twenty-four (24) hours of the discovery of such loss or damage;
- d) any loss or damage due to illegal or unlawful act by the Insured Person or confiscation, destruction or detention by customs or any other relevant authority; or
- e) any loss or damage which could have been avoided by the exercise of reasonable care by the Insured Person.

## 1.8 Personal Property and Baggage (including Golfing Equipment & Portable Computer)

### 1.8.1 Cover

If, during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person sustains loss of or damage to his Personal Property and Baggage, We will indemnify the Policyholder in respect of such loss or damage up to the Benefit amount shown in the Policy Schedule less any Deductible applicable under the Policy.

### 1.8.2 Additional Conditions

- a) if any article of the Insured Person(s)' Personal Property and Baggage is proven to be beyond economical repair, a claim will be dealt with under Section 8, clause 1.8 - Personal Property and Baggage (including Golfing Equipment & Portable Computer) as if the article had been lost.
- b) in respect of articles more than one (1) year old, We may pay subject to due allowance of wear and tear and depreciation or at Our option reinstate or repair such articles.
- c) We shall not be liable for more than the relevant Benefit amount shown in the Policy Schedule less any Deductible applicable under the Policy, in respect of any one article or pair or set of articles.
- d) the loss or damage must be reported to the police or relevant authority having jurisdiction where the loss or damage occurred within twenty-four (24) hours from the incident. Any claims under under Section 8, clause 1.8 - Personal Property and Baggage (including Golfing Equipment & Portable Computer) must be accompanied by a copy of a police report or a report issued by the relevant authority evidencing such loss.
- e) the submission of a claim under Section 8, clause 1.8- Personal Property and Baggage (including Golfing Equipment & Portable Computer) shall preclude any claim from being made under Section 8, clause 1.10 - Baggage Delay arising out of the same loss or damage.
- f) In the event the Policyholder or an Insured Person becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, including but not limited to any other insurance, We will only be liable for the excess of the amount recoverable from such other source or insurance.

### 1.8.3 Additional Definitions

**Golfing Equipment** means golf clubs and golf bags.

**Hand-Held Computers** means personal digital assistants, palmtop computers, smartphones or any hand-held computers.

**Lap-Top Computers** means laptop, notebook, sub-notebook or similar computers.

**Personal Property and Baggage** means personal goods belonging to the Insured Person or property of the Policyholder entrusted to him in the course of his employment and for which he is personally responsible, including Golfing Equipment and Portable Computers, which are taken by him on the Journey or acquired by him and carried on his person or hand-carried or checked-in as accompanied baggage with the Public Conveyance during the Journey.

**Portable Computers** means Laptop Computers and Hand-Held Computers.

**Public Place** means any place to which the public has access including but not limited to, shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches, public toilets and discos.

#### 1.8.4 Specific Exclusions

- a) In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify for any amount, which is, directly or indirectly, caused by, as a consequence of, in connection with or contributed to by any the following:
- (i) any loss or damage sustained after the Policy Period;
  - (ii) any loss or damage to property caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process or while actually being worked upon or resulting therefrom;
  - (iii) seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority or risk of contraband or illegal transportation or trade;
  - (iv) any loss or damage to Insured Person's Personal Property and Baggage sent in advance of the Journey, mailed or shipped separately;
  - (v) any loss or damage to Insured Person's Personal Property and Baggage:
    - left unattended in any Public Place;
    - left with a person that the Insured Person does not know; or
    - which could have been avoided by the exercise of reasonable care by the Insured Person.
  - (vi) any loss of data recorded on tapes, cards, discs and otherwise;
  - (vii) any loss arising from confiscation or retention by customs or other relevant authorities;
  - (viii) any loss or damage not reported to either the police or relevant authority having jurisdiction where the loss or damage occurred within twenty-four (24) hours of the discovery of such loss or damage;
  - (ix) any loss or damage of vehicles or their accessories, or loss due to theft of Personal Property and Baggage left in:
    - unoccupied touring or convertible cars; or
    - other unoccupied vehicles unless all windows, doors, luggage compartment, roof and windscreen are completely closed and securely locked.
  - (x) any loss or damage of glass (in pictures or otherwise), china, marble, earthenware, or other brittle substances.
- b) The following classes of property are excluded from coverage under Section 8, clause 1.8 - Personal Property and Baggage (including Golfing Equipment & Portable Computer):
- (i) foodstuff;
  - (ii) computers (including software and accessories) other than Portable Computers;
  - (iii) contact or corneal lenses or hearing aids or bridges for a tooth or teeth;
  - (iv) business goods or samples/prototypes or equipment of any kind or any products/components meant for trade;
  - (v) cash and bank notes, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities of any kind, travel documents;
  - (vi) hired or leased equipment; or
  - (vii) animals.
- c) With regard to loss or damage to Golfing Equipment covered under under Section 8, clause 1.8 - Personal Property and Baggage (including Golfing Equipment & Portable Computer), We shall not be liable for any loss of or damage to Golfing Equipment whilst actually in the course of play or practice.

## 1.9 Travel Delay

### 1.9.1 Cover

If, during the Policy Period, whilst the Insured Person is on a Journey, the departure of the Public Conveyance in which the Insured Person had arranged to travel is delayed for the length of time set out in the Policy Schedule from the departure time of the Public Conveyance specified in the itinerary supplied to the Insured Person due to:

- a) any event leading to airspace or airport closure;
- b) Strike or industrial action;
- c) Civil Commotion;
- d) Terrorism;
- e) adverse weather or Natural Catastrophe;
- f) mechanical breakdown/derangement of the Public Conveyance (excluding taxi);
- g) bomb threat to the Public Conveyance (excluding taxi);
- h) grounding of a Public Conveyance (excluding taxi) as a result of:
  - (i) a mechanical or structural defect; or
  - (ii) the discovery of a suspicious object in the Public Conveyance as declared by the relevant authorities,

We will pay to the Policyholder the Sum Insured for each time period of delay (as identified in the Policy Schedule) but in no circumstance an amount greater than the Benefit amount shown in the Policy Schedule.

### 1.9.2 Additional Conditions

Any claims under Section 8, clause 6.9 - Travel Delay must be accompanied by the itinerary supplied to the Insured Person and written confirmation from the Public Conveyance (or their handling agents) of the number of hours of delay and the reason for such delay.

We will not pay or indemnify for Benefit amounts or expenses or Sum Insured under Section 8, clause 1.9 - Travel Delay and Section 8, clause 1.14 - Travel Misconnection on the same Journey.

### 1.9.3 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify any amount, directly or indirectly, caused by, as a consequence of, in connection with or contributed to by any of the following:

- a) any delay after the Policy Period;
- b) any failure of the Insured Person to confirm his passage or check-in or book-in according to the itinerary supplied to him;
- c) any Strike or industrial action as a result of or in connection with the Policyholder or any
- d) Insured Person's collaboration or provocation of such action;
- e) any late arrival of the Insured Person at the Terminal after check-in or booking-in-time;
- f) any subsequent delay which is the result of the delay covered under Section 8, clause 2.9 - Travel Delay, at any additional location; or
- g) smog or conditions arising from pollution.

## 1.10 Baggage Delay

### 1.10.1 Cover

If, during the Policy Period, whilst the Insured Person is on a Journey, after travel on a Public Conveyance, the Insured Person's checked-in baggage is delayed due to misdirection in delivery for the length of time set out in the Policy Schedule, We will pay to the Policyholder the Sum Insured for each time period of delay (as identified

in the Policy Schedule) but in no circumstance an amount greater than the Benefit amount shown in the Policy Schedule.

#### 1.10.2 Additional Conditions

We will not pay or indemnify for Benefit amounts or expenses or Sum Insured under Section 8, clause 1.10 - Baggage Delay and under Section 8, clause 1.8 - Personal Property and Baggage (including Golfing Equipment & Portable Computer) for the same or related events on the same Journey.

#### 1.10.3 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify any amount, which is, directly or indirectly, caused by, as consequence of, in connection with or contributed to by any of the following:

- a) any baggage delay after the Policy Period;
- b) any delay which is not reported to the Public Conveyance within twenty-four (24) hours of the expected arrival time of the baggage at the destination;
- c) any baggage and/or personal effects sent under an airway bill or bill of lading;
- d) any illegal or unlawful act by the Insured Person or confiscation, detention, destruction by customs or other authorities;
- e) any delays due to Strike or industrial action existing or announced before the commencement of the Journey;
- f) any baggage delay upon the Insured Person's returning to his Country of Residence from a location outside of his Country of Residence; or
- g) any baggage delay upon the Insured Person's returning to his city of residence or usual place of employment whilst traveling solely within his Country of Residence.

### 1.11 Personal Liability

#### 1.11.1 Cover

If, during the Policy Period, whilst the Insured Person is on a Journey, We will indemnify the Policyholder against all sums which the Insured Person shall become legally liable to pay as Compensation in respect of:

- a) death or Harm; or
- b) Accidental Property Damage,

as a result of an Occurrence, first happening during the Policy Period, while the Insured Person is on a Journey.

We will only indemnify up to the Benefit amount shown in the Policy Schedule per Occurrence.

#### 1.11.2 Additional Conditions

In the event the Policyholder or an Insured Person becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, including but not limited to any other insurance, We will only be liable for the excess of the amount recoverable from such other source or insurance.

#### 1.11.3 Additional Definitions

**Compensation** means monies paid or payable by judgment or settlement together with any defence costs and any liability on the Insured's part to pay legal costs and expenses.

**Harm** means any physical harm, sickness or disease.

**Pollutant** means solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

**Property Damage** means any physical damage to, destruction of, or loss of use of tangible property.

**Occurrence** means an event including continuous or repeated exposure to substantially the same general conditions which results in death, Harm or Property Damage neither expected nor intended from the standpoint of the Insured Person. All events of a series consequent on or attributable to one source or original cause are deemed one Occurrence.

#### 1.11.4 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify any amount, which is, directly or indirectly, caused by, as a consequence of, in connection with or contributed to by any of the following:

- a) any Property Damage to the property of any person who is a relative of the Insured Person or who is an employee (or deemed by law to be an employee) of the Insured Person or Policyholder;
- b) any death or Harm to any person who is a relative of the Insured Person or who is an employee (or deemed by law to be an employee) of the Insured Person or Policyholder;
- c) any Property Damage to property which belongs to the Insured Person or is in his legal custody or control;
- d) any liability assumed under contract;
- e) any willful, malicious or unlawful act or omission on the part of the Insured Person;
- f) any ownership, possession or use of any vehicles, aircraft, watercraft, firearms or animals, or arising from the negligent supervision and vicarious liability for the acts of a minor in connection with the above;
- g) any past or present business, trade or professional activities, including the rendering of or failure to render business, trade or professional services;
- h) any criminal proceedings taken against the Insured Person whether he is actually convicted or not;
- i) any transmission of communicable disease by an Insured Person;
- j) any possession or use of any controlled substances/drugs unless prescribed by a licensed Physician;
- k) any sexual molestation, corporal punishment or physical or mental abuse by an Insured Person; or
- l) the discharge, dispersal, release, seepage, migration or escape of Pollutants, including the cost of testing, monitoring, treating, detoxifying, removing, neutralising or cleaning up Pollutants; or the cost of preventing the escape of Pollutants.

### 1.12 Hijacking

#### 1.12.1 Cover

If, during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person is a victim of a Hijack, We will pay to the Policyholder the Sum Insured for each time period of Hijack (as identified in the Policy Schedule) but in no circumstance an amount greater than the Benefit amount shown in the Policy Schedule.

#### 1.12.2 Additional Conditions

Any claims under Section 8, clause 1.12 - Hijacking must be accompanied by a police report or a report issued by the Public Conveyance confirming that the Insured Person was a victim of Hijack and the duration of such Hijack.

#### 1.12.3 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify any amount where any period of Hijack occurs outside of the Policy Period.

### 1.13 Section 13 - Hospital Confinement

#### 1.13.1 Cover

##### a) Overseas Journey

If, during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person is Confined outside his Country of Residence for the length of time set out in the Policy Schedule as a result of Bodily Injury

or Sickness, We will pay the Policyholder the Sum Insured (as identified in the Policy Schedule) up to the Benefit amount shown in the Policy Schedule.

b) Domestic Journey

If, during the Policy Period, whilst the Insured Person is on a Journey solely within his Country of Residence, the Insured Person is Confined outside his city of residence or usual place of employment for the length of time set out in the Policy Schedule (as identified in the Policy Schedule) as a result of Bodily Injury or Sickness, We will pay the Policyholder the Sum Insured up to the Benefit amount shown in the Policy Schedule.

1.13.2 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify any amount, directly or indirectly, caused by, as a consequence of, in connection with or contributed to by any of the following:

- a) any period of Confinement that occurs outside of the Policy Period;
- b) Human Immunodeficiency Virus (HIV), any variance including Acquired Immune Deficiency Syndrome (AIDS), AIDS-related complications or any sexually transmitted disease;
- c) any nervous conditions, mental conditions, psychiatric disorder, alcoholism or drug addiction, rest cures, sanatoria or special nursing care; or
- d) any condition which is results from or is a complication of pregnancy, childbirth, miscarriage (except Accidental miscarriage not attributed to any natural causes and/or Sickness) or abortion, intoxication by alcohol, or drugs not prescribed by a Physician.

**1.14 Travel Misconnection**

1.14.1 Cover

If, during the Policy Period, whilst the Insured Person is on a Journey, an Insured Person misses a connecting flight due to:

- a) the late arrival of his incoming flight;
- b) any event leading to airspace or airport closure; and

no alternative transportation is made available by the Public Conveyance to the Insured Person, We will pay to the Policyholder the Sum Insured (as identified in the Policy Schedule) up to the Benefit amount shown in the Policy Schedule.

1.14.2 Additional Conditions

We will not pay or indemnify for Benefit amounts or expenses or Sum Insured under Section 8, clause 1.9 - Travel Delay and Section 8, clause 2.14 - Travel Misconnection on the same Journey.

1.14.3 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify any amount, directly or indirectly, caused by, as a consequence of, in connection with or contributed to by any flight outside of the Policy Period.

**1.15 Legal Fees**

1.15.1 Cover

If, during the Policy Period, whilst the Insured Person is on a Journey, an Insured Person incurs legal fees as a result of false arrest or wrongful detention by any government or public authority, We will pay those legal fees to the Policyholder, up to the Benefit amount shown in the Policy Schedule.

1.15.2 Specific Exclusions

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify any amount, directly or indirectly, caused by, as a consequence of, in connection with or contributed to by any false arrest or wrongful detention that occurs outside of the Policy Period.

**1.16 Rental Vehicle Excess****1.16.1 Cover**

If, during the Policy Period, whilst the Insured Person is on a Journey, We will indemnify the Insured Person for any insurance policy excess or deductible which he becomes legally liable to pay in respect of loss or damage to a rental vehicle caused by an Accident during the rental period up to the Benefit amount shown on the Policy Schedule.

**1.16.2 Additional Conditions**

- a) The rental vehicle must be rented from a licensed rental agency.
- b) As part of the hiring agreement, Insured Person must take up all comprehensive motor insurance against loss or damage to the rental vehicle during the rental period.
- c) the Insured Person must comply with all requirements of the rental agency under the hiring agreement and of the comprehensive motor insurer under such insurance, as well as all relevant laws, rules and regulations.

**1.16.3 Specific Exclusions**

In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not pay or indemnify any amount, directly or indirectly, caused by, as a consequence of, in connection with or contributed to by any of the following:

- a) any Accident that occurs outside the Policy Period;
- b) any loss or damage arising from operation of the rental vehicle in violation of the terms of the hiring agreement or loss or damage which occurs beyond the limits of any public roads or in the violation of relevant laws, rules and regulations; or
- c) any loss or damage arising from wear and tear, gradual deterioration, damage from insects or vermin, inherent vice, latent defect or damage.

**1.17 Compassionate Visit by Relative or Friend****1.17.1 Cover**

If, during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person is Confined in a Hospital for more than five (5) consecutive days and their medical condition forbids evacuation and no adult member of their family is with them, We will indemnify the Policyholder for reasonable travelling expenses and hotel accommodation expenses necessarily incurred by two (2) relatives or friends of the Insured Person to visit and stay with them until they are medically fit to be discharged, up to the Benefit amount shown in the Policy Schedule.

**1.17.2 Specific Exclusions**

- a) In addition to Section 8, clause 5 - Exclusions, this Policy does not cover, and We will not in any event be liable to pay Benefit in respect of, any claim which is, directly or indirectly, caused by, a consequence of, arises in connection with or contributed to by:
- b) Any Confinement of the Insured Person in a Hospital in the Country of Residence or Home Country (except if the Insured Person was there on a Journey, and the Bodily Injury or Sickness necessitating the Confinement was first sustained by them there).

**2 Extensions Applicable to Section 8**

**2.1** Subject to the terms, conditions, and Section 8, clause 6 - Exclusions, this Policy is automatically extended to provide cover for the following events. If during the Policy Period, whilst the Insured Person is on a Journey, the Insured Person suffers:

- 2.1.1 Accidental Death or Bodily Injury as a result of Accidental poisoning (including food and drink poisoning), provided that such event does not arise as a result of the Insured Person's wilful and intentional act or if such act reasonably could have been avoided by the Insured Person.

- 2.1.2 Accidental Death or Bodily Injury which was the result of Accidental miscarriage not attributed to any natural causes and/or Sickness.
- 2.1.3 Accidental Death or Bodily Injury as a result of Riot, Strike, Civil Commotion, Hijacking, murder, assault or Terrorism, provided that such event did not arise as a result of or in connection with the Insured Person's collaboration or provocation and the Accidental Death or Bodily Injury could not reasonably have been avoided by the Insured Person.
- 2.1.4 Accidental Death or Bodily Injury as a result of suffocation by smoke, poisonous fumes, gas or drowning, provided that such event did not arise as a result of the Insured Person's wilful and intentional act and the Accidental Death or Bodily Injury could not reasonably have been avoided by the Insured Person.
- 2.1.5 Accidental Death or Bodily Injury as a direct result of exposure to the Elements and within twelve (12) months of the Accident the Insured Person suffers from any of the Events outlined in the Table of Events (1-21) the Insured Person will be deemed to have suffered the Bodily Injury or Accidental Death on the date of the Accident.
- 2.1.6 Accidental Death or Bodily Injury whilst travelling (including boarding and alighting) as a fare-paying passenger on any fixed-wing aircraft or helicopter provided and operated by any duly licenced company that is not a Public Conveyance.

## 2.2 Disappearance

If during the Policy Period the Insured Person disappears as a result of an Accident and the Insured Person's body has not been found within twelve (12) months after the date of that disappearance, the Insured Person will be deemed to have suffered an Accidental Death at the time of their disappearance.

Where the Accidental Death Benefit in the Table of Events (Event 1) is payable because of a disappearance, We will only pay that Benefit after the Policyholder or the legal representatives of the Insured Person's estate have given Us a signed undertaking that the Benefit will be repaid to Us if, after Our payment, it is found that the Insured Person did not die as a result of a Bodily Injury.

## 3 Definition Applicable to Section 8

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In addition to the Section 1 - General Definitions, wherever appearing in this Section the following Definitions apply:

**Accident** means a sudden and identifiable event that happens by chance and could not have been expected by the Insured Person. The word Accidental and Accidentally shall be construed accordingly.

**Accidental Death** means death occurring as a result of a Bodily Injury. Alternative Medical Physician means a legally licensed traditional medical practitioner (including a Chinese acupuncturist or bonesetter) or chiropractor or osteopath or physiotherapist duly registered and practicing within the scope of their license and training in the geographical area of the country in which such practice is maintained. An Alternative Medical Physician cannot be:

- (a) the Policyholder;
- (b) the Insured Person;
- (c) Close Relative; or
- (d) an employee of the Policyholder.

**Bodily Injury** means a bodily injury resulting solely and directly from an Accident which occurs independently of any illness or any other cause, during the Period of Insurance. Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury.

**Business trip** means travel, by the Insured Person, in the course of his employment, authorised by the Policyholder:

- (a) outside of the Insured Person's Country of Residence; or
- (b) within the Country of Residence that is between two points that are more than one-hundred (100) kilometers apart and these two points are not within the same city,

excluding travel to, from or between the Insured Person's residence and his usual place of employment.

**Child(ren)** means an Insured Person's unmarried dependent child(ren) (including step or legally adopted child(ren)) as long as



they are under twenty-two (22) years of age or under twenty-five (25) years of age if they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Insured Person for maintenance and support. Child(ren) who are in full-time national service are not covered.

**Close Relative** means Insured Person's legal spouse, parent, parent-in-law, step-parent, legal child (including adopted child), brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), stepchild, grandparent or grandchild.

**Close Business Associate** means a business companion (who is not a fellow employee or colleague of the Insured Person) who travels with the Insured Person for the same business purpose, and whose presence is necessary for the Insured Person's business.

**Comatose State** means a state of profound unconsciousness characterised by the absence of spontaneous eye openings, response to painful stimuli, and vocalisation which must be supported by a Physician's diagnoses evidencing all of the following:

- (a) No response to external stimuli for at least thirty (30) days; and
- (b) Life support measures are necessary to sustain life; and
- (c) Brain damage resulting in Permanent neurological deficit which must be assessed at least thirty (30) days after the onset of the coma.

**Complete Fracture** means a bone which is broken completely across and there is no connection left between the pieces.

**Confined or Confinement** means confinement in Hospital for at least a Day as a Resident In-patient (other than for day surgery) upon the advice of and under the regular care and attendance of a Physician and for this purpose, Day means a period for which the Hospital charges for room and board and Daily shall be construed accordingly.

**Elements** mean extreme weather conditions including but not limited to drought, heatwave, sandstorm, and blizzard.

**Fingers, Thumbs or Toes** means the digits of a Hand or Foot.

**Foot** means the entire foot below the ankle.

**Fractured Leg or Patella with Established Non-union** means a fracture of the leg or patella where:

- (a) the fracture does not mend properly;
- (b) the leg or patella does not function normally; and
- (c) this condition will last for the remainder of the Insured Person's life.

**Hand** means the entire hand below the wrist.

**Hijack, Hijacked or Hijacking** means any seizure or exercise of control of a Public Conveyance or motor vehicle by the use of force or violence or threat of force or violence and with wrongful intent.

**Home Country** means the country of which the Insured Person holds a passport. If the Insured Person holds more than one (1) passport, the Home Country means the country declared to Us.

**Home Leave** means travel to the Insured Person's Home Country from:

- (a) his Country of Residence; or
- (b) any city on his Journey immediately before, during or immediately after Business Trip or Personal Deviation,

for no more than thirty-one (31) days while on temporary leave from his employment duties, approved by the Policyholder. This does not include any travel for personal vacation or annual leave.

**Hospital** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a licence as a hospital (if licensing is required in the state or government jurisdiction), and meets the following requirements:

- (a) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (b) provides a twenty four (24) hour a day nursing service by and under the supervision of a staff of nurses;

- (c) has a staff of one (1) or more Physicians available at all times;
- (d) maintains organised facilities for the medical diagnosis and treatment, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; and
- (e) is not primarily a clinic, nursing, rest or convalescent home, psychiatric institution, community hospital, rehabilitation institution, a place for alcoholics or drug addicts or similar establishments.

**Journey** means any Business Trip, Personal Deviation, or Home Leave.

- (a) Where the Journey (except by motor vehicle owned or hired by the Policyholder or the Insured Person):
  - commences the later of either
    - when the Insured Person leaves his residence or usual place of employment or any location in his Country of Residence to go directly to the Terminal; or
    - three (3) hours before the scheduled departure time of the Public Conveyance in which the Insured Person has arranged to travel; and
  - terminates on the earliest of the following:
    - the Insured Person returns directly to his residence or usual place of employment or any location from the Terminal in his Country of Residence;
    - three (3) hours after the scheduled arrival time of the Public Conveyance in which the Insured Person travels;
    - one hundred and eighty-three (183) consecutive days after the commencement of the journey; or
    - the expiry date of the Policy Period.

In the event the Journey is a one-way trip from the Insured Person's Country of Residence, the Journey shall terminate upon the Insured Person's arrival at his/her residence, place of employment or any location at the final destination, whichever occurs first and shall not include cover for Personal Deviation.

- (b) Where the Journey is by motor vehicle owned or hired by the Policyholder or the Insured Person outside of his Country of Residence:
  - commences the later of either:
    - when the Insured Person leaves his residence or usual place of employment or any location in his Country of Residence to go directly to the border departure point; or
    - three (3) hours before the Insured Person actually arrives at the border; and
  - terminates on the earliest of the following:
    - the Insured Person returns directly to his residence or usual place of employment or any location from the border in his Country of Residence;
    - three (3) hours after the Insured Person crosses the border;
    - one hundred and eighty-three (183) consecutive days after the commencement of the journey; or
    - the expiry date of the Policy Period.

In the event the journey is a one-way trip from the Insured Person's Country of Residence, the journey shall terminate upon the Insured Person's arrival at his residence, place of employment or any location at the final destination, whichever occurs first and shall not include cover for Personal Deviation.

- (c) Where the Journey is inside his Country of Residence and is by motor vehicle owned or hired by the Policyholder or the Insured Person:
  - commences when the Insured Person leaves his city of residence or usual place of employment in his Country of Residence to go directly to a destination that is more than one hundred (100) kilometers away and is not within the same city.
  - terminates on the earliest of the following:

- the Insured Person returns directly to his city of residence or usual place of employment in his Country of Residence; or
- one hundred and eighty-three (183) consecutive days after the commencement of the journey; or
- the expiry date of the Policy Period.

In the event the journey is a one-way trip from the Insured Person's city of residence or usual place of employment in his Country of Residence to go directly to a destination that is more than one hundred (100) kilometers away and is not within the same city, the journey shall terminate upon the Insured Person's arrival at his residence, place of employment or any location at the final destination, whichever occurs first and shall not include cover for Personal Deviation.

**Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

**Loss** means in connection with:

- (a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- (b) an eye, total and Permanent loss of all sight in the eye;
- (c) hearing, total and Permanent loss of hearing;
- (d) speech, total and Permanent loss of the ability to speak;
- (e) Fingers, Thumbs or Toes, Permanent physical severance through or above a metacarpophalangeal or metatarsophalangeal joint,

and which in each case is caused by Bodily Injury.

**Medical Expenses** means Usual, Reasonable and Customary Medical Expenses incurred for treatment as a result of a Bodily Injury or Sickness for:

- (a) medical, surgical, hospital and nursing treatment prescribed by a Physician or Alternative Medical Physician;
- (b) ambulance charges; and
- (c) dental charges to restore sound and natural teeth resulting from an Accident.

**Other Fracture** means any fracture other than a Complete Fracture or Simple Fracture or Hairline Fracture.

**Overseas** means anywhere outside the Country of Residence.

**Partner** means a Insured Person's husband or wife and includes a de-facto and/or life partner with whom an Insured Person has continuously cohabited for a period of three (3) months or more at the time of loss.

**Permanent** means having lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement as diagnosed by a Physician.

**Permanent Total Disablement** means the Insured Person is entirely and continuously unable to engage in, perform or attend to any occupation, business or employment of any and every kind for the remainder of their life and has had this disability for at least twelve (12) consecutive months as diagnosed by a Physician any time after those twelve (12) consecutive months.

**Personal Deviation** means personal vacation taken by an Insured Person immediately before, during or immediately after a Business Trip and within the applicable territorial limits that the Insured Person is covered for in the Policy Schedule, up to a maximum of thirty-one (31) days. This does not include personal vacation before, during or immediately after Home Leave.

**Pre-Existing Condition** means any medical conditions for which the Insured Person received medical treatment, diagnosis, consultation or prescribed drugs within a twelve (12) month period preceding the effective date that this Insured Person is added into this Policy.

**Professional Sport** means any sport for which an Insured Person receives a fee, allowance, sponsorship or monetary reward as a result of their participation, which accounts for more than fifteen percent (15%) of their annual income from all sources.

**Public conveyance** means:

- (a) taxi; or
- (b) any land, sea or air conveyance provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, which is available to the general public, and which has designated and established routes and is provided according to a regular schedule. It will only be a Public Conveyance, so long as either (a) or (b) above:
  - (a) is used as public transportation, and excludes private transportation; and
  - (b) is not a chartered vehicle and/or transportation; and
- (c) has the applicable commercial registration or taxi licence (for land, sea, or air transportation, as the case may be from the relevant authorities).

Public conveyance does not include motorcycles or motor scooters of any kind whatsoever.

**Resident In-Patient** means an Insured Person whose Confinement is as a resident bed patient and whose Confinement is due to Sickness or Bodily Injury covered by this Policy at a Hospital.

**Sickness** means a physical condition marked by a pathological deviation from the normal healthy state as verified by a Physician.

**Simple Fracture** means a basic and uncomplicated break in the bone and which in the opinion of a Physician requires minimal and uncomplicated medical treatment.

**Temporary Total Disablement** means where in the opinion of a Physician, the Insured Person:

- (a) is temporarily unable to engage in their usual occupation or business duties; and
- (b) is under the regular care of and acting in accordance with the instructions or advice of a Physician.

**Terminal** means the air, sea or land terminal in the Country of Residence which is the point of departure or return of a Public Conveyance at the commencement of an Insured Person's Journey or at the end of such Journey, respectively.

**Usual, Reasonable and Customary Medical Expenses** means charges for treatment, supplies or medical services medically necessary to treat the Insured Person's condition, which does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred and does not include charges that would not have been made if no insurance existed.

## 4 Provisions Applicable to Section 8

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### 4.1 Addition or removal of Insured Person

- 4.1.1 We will only pay claims for a number of Insured Persons that is no greater than the number of travellers identified in the Policy Schedule, unless a claim was paid for a traveller who is no longer employed by the Policyholder and a Claim is subsequently made by a new traveller during the Policy Period. Should at any time the total number of Travellers be greater than the number identified in the Policy Schedule, any new Insured Person, whom the Policyholder may engage during the Policy Period has to be declared to Us prior to the commencement of coverage and additional premium will be charged to the Policyholder.
- 4.1.2 If this Policy is administered on a flat annual premium basis as indicated in the Policy Schedule, the Premium payable shall be based on the declaration of the Policyholder, prior to the commencement of each Policy Period, in respect of the expected travelling pattern of its employees during the Policy Period.

### 4.2 Automatic termination of cover

- 4.2.1 Unless otherwise provided in an appropriate Endorsement, an Insured Person shall only be covered for the first one hundred eighty-two (182) consecutive days of any Journey, and We shall not be liable in respect of any loss occurring after 12.01 a.m. (Singapore time) on the one hundred and eighty third (183<sup>rd</sup>) day after the Insured Person's commencement of any Journey.
- 4.2.2 The **Premium** deemed to be earned shall be, computed in accordance with the applicable percentage indicated below, but not less than the minimum premium as set out by **Endorsement**.

Period covered not exceeding short period rates of Annual Premium	
2 Months	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	Full Annual Premium

Period covered not exceeding short period rates of Annual Premium	
2 Months	40%
3 Months	50%
4 Months	60%
5 Months	70%
6 Months	75%
Over 6 Months	Full Annual Premium

Cancellation is not allowed for policies which have a Policy Period of less than one (1) year.

#### 4.3 Where does Your Policy apply?

Your Policy insures You twenty-four (24) hours a day worldwide excluding sanctioned countries for the purposes of Section 1, clause 4.3 - Sanction Exclusion Applicable to this Policy.

#### 4.4 Coverage Validity

Insured Persons will not be covered under this Policy if they live outside of Singapore for more than hundred and eighty-two (182) days in the twelve (12) month period following the Policy Commencement Date or the latest Renewal Date, whichever is later.

#### 4.5 Automatic Cessation of Cover

Cover under Your Policy will cease automatically:

- 4.5.1 You cease to be a Singapore Resident;
- 4.5.2 when You reach the age of seventy-one (71) years old;
- 4.5.3 upon Your death.

### 5 Exclusions Applicable to Section 8

In addition to the Section 1 - General Exclusions, the following Exclusions shall apply and Chubb will not cover and We will not pay or indemnify any amount, directly or indirectly, caused by, as a consequence of, in connection with or is contributed to by any of the following:

- 5.1 Declared or undeclared War or any act of War, foreign invasion, Civil War, rebellion, revolution or insurrection;
- 5.2 Any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Policyholder or an Insured Person;
- 5.3 The Insured Person undertaking any Journey against the advice of a Physician or for the purpose of seeking medical attention.
- 5.4 Any Pre-Existing Condition unless the Insured Person has been insured continuously under any group or corporate hospital and surgical insurance policy (excluding individual medical schemes paid using Medisave Account under the Central Provident Fund or in partial payment made in cash by Insured Person) for at least twelve (12) months immediately prior to the date that the Insured Person is added into the Policy. If at any point after this twelve (12) months period, the Insured Person changes his employer, this exclusion shall not apply so long as the date that this Insured Person is added into the Policy occurs within thirty (30) days of the termination of his previous employment.
- 5.5 Training for and/or participating in Professional Sports of any kind
- 5.6 The Insured Person engaging in naval, military or airforce service or operations except peacetime reservist training or operationally ready national service under Section 14 of the Enlistment Act, Chapter 93 of the Republic of Singapore.
- 5.7 **The Insured Person engaging in:**
  - 5.7.1 testing of any kind of conveyance;

5.7.2 works onboard docked or sailing vessels, offshore oil rigs and offshore platforms or mining;

5.7.3 handling of explosives; or

5.7.4 diving activities.

**5.8 Any congenital anomalies.**

## **6 Policy Owners' Protection Scheme**

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This Policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage under this Policy is automatic, and no further action is required from the Insured Person or Policyholder. 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 Us or visit the GIA / LIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

Sample Document

## Section 9 - Group Personal Accident

### 1 Cover Applicable to Section 9

#### 1.1 Extent of Cover

If during the Policy Period the Insured Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the Event(s) listed in the Table of Events below under Parts A and B, We will pay the corresponding benefit shown in the Table of Events, provided:

- 1.1.1 the Event occurs within twelve (12) months of the date of the Bodily Injury; and
- 1.1.2 an amount for the Event is shown in the Policy Schedule referable to the percentage of the Sum Insured for that Event(s).

#### 1.2 Part A - Personal Accident

##### 1.2.1 Table of Events

Cover for an Event under Part A - Personal Accident applies only if an amount for that Event is shown in the Policy Schedule against Part A -Personal Accident.

##### Table of Events

Events	Benefits
Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	
1. Accidental Death	100%
2. Permanent Total Disablement	150%
3. Permanent paralysis of all Limbs	150%
4. Loss of both Hands or both Feet	150%
5. Loss of one (1) Hand or one (1) Foot	125%
6. Loss of one (1) Limb and sight of one (1) eye	150%
7. Loss of sight of both eyes	150%
8. Permanent Loss of speech and hearing	150%
9. Loss of sight of one (1) eye	100%
10. Permanent and incurable insanity	100%
11. Permanent Loss of the lens of one (1) eye	75%
12. Permanent Loss of speech	75%
13. Loss of hearing in:	
(a) both ears	100%
(b) one (1) ear	30%
14. Permanent Loss of the use of four (4) Fingers and Thumb of either Hand	85%
15. Permanent Loss of the use of four (4) Fingers of either Hand	55%
16. Permanent Loss of the use of one (1) Thumb of either Hand	40%
17. Permanent Loss of the use of Fingers of either Hand	20%

18.	Permanent Loss of the use of Toes of either Foot: (a) all - one (1) Foot 25% (b) great Toe 10% (c) other than great - each Toe	25% 10% 2%
19.	Fractured Leg or Patella with Established Non-Union	20%
20.	Shortening of leg by at least five (5) cm	10%
21.	Permanent disablements not specified in items 2 to 20 above	Such percentage of the Sum Insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than two' (2) Physicians, one (1) of whom will be the Insured Person's treating Physician and the other will be appointed by Us.  In the event of a disagreement, the amount payable will be the average of the two (2) opinions.

1.2.2 Exposure

If during the Policy Period the Insured Person is exposed to the Elements as a result of an Accident and within twelve (12) months of the Accident the Insured Person suffers from any of the Events outlined in the Section 9, clause 1.2 - Table of Events, Events 1 to 21, as a direct result of that exposure, the Insured Person will be deemed to have suffered the Bodily Injury on the date of the Accident.

1.2.3 Disappearance

If during the Policy Period the Insured Person disappears as a result of an Accident and the Insured Person's body has not been found within twelve (12) months after the date of that disappearance, the Insured Person will be deemed to have suffered an Accidental Death at the time of their disappearance.

Where the Accidental Death benefit in Section 9, clause 1.2 - Table of Events - Event 1 is payable because of a disappearance, We will only pay that Sum Insured after the Policyholder or the legal representatives of the Insured Person's estate have given Us a signed undertaking that the Sum Insured will be repaid to Us if, after Our payment, it is found that the Insured Person did not die as a result of a Bodily Injury.

**1.3 Part B - Accidental Medical Expenses Reimbursement**

Cover for an Event under Part B - Accidental Medical Expenses Reimbursement applies only if an amount is shown in the Policy Schedule against Part B - Accidental Medical Expenses Reimbursement.



**Table of Events**

Events	Benefits
Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	Being a percentage of the Sum Insured shown in 1a(i) of the Policy Schedule for each Insured Person.
22. Bodily Injury resulting in Medical Expenses	From the date of Bodily Injury resulting in the Insured Person incurring Medical Expenses, We will, reimburse the Policyholder up to the Sum Insured shown in the Policy Schedule against Part B - Accidental Medical Expenses Reimbursement, less any applicable Deductible.
23. Bodily Injury resulting in Medical Expenses for treatment by an Alternative Medical Physician	From the date of Bodily Injury resulting in the Insured Person incurring Medical Expenses for treatment by an Alternative Medical Physician, We will, reimburse the Policyholder up to the Sum Insured shown in the Policy Schedule against Part B - Accidental Medical Expenses Reimbursement by Alternative Medical Physician, less any applicable Deductible.

If the Policyholder or Insured Person becomes entitled to a refund or reimbursement of all or part of such expenses from any other source, We will only be liable for the additional amount not recoverable from such other source or insurance.

**2 Extensions Applicable to Section 9**

Subject to the terms, conditions and Section Applicable to the Policy, this Policy is automatically extended to provide cover for the following events. If during the Policy Period, the Insured Person suffers:

- 2.1 Accidental Death or Bodily Injury as a result of Accidental poisoning (including food and drink poisoning), provided that such event does not arise as a result of the Insured Person's willful and intentional act or if such act reasonably could have been avoided by the Insured Person.
- 2.2 Accidental Death or Bodily Injury which was the result of Accidental miscarriage, not attributed to any natural causes and/or sickness.
- 2.3 Accidental Death or Bodily Injury as a result of Riot, Strike, Civil Commotion, Hijack, murder, assault or Terrorism, provided that such event did not arise as a result of or in connection with the Insured Person's collaboration or provocation and the Accidental Death or Bodily Injury could not reasonably have been avoided by the Insured Person.
- 2.4 Accidental Death or Bodily Injury as a result of suffocation by smoke, poisonous fumes, gas or drowning, provided that such event did not arise as a result of the Insured Person's willful and intentional act and the Accidental Death or Bodily Injury could not reasonably have been avoided by the Insured Person.
- 2.5 Accidental Death or Bodily Injury whilst travelling (including boarding and alighting) as a fare-paying passenger on any fixed-wing aircraft and/or helicopter provided and operated by any duly licenced company that is not a Public Conveyance.

**3 Definition Applicable to Section 9**

In addition to the Section 1 - General Definitions, wherever appearing in this Section the following Definitions apply:

**Accident** means a sudden and identifiable event that happens by chance and could not have been expected by the Insured Person. The word Accidental and Accidentally shall be construed accordingly.

**Accidental Death** means death occurring as a result of a Bodily Injury. **Alternative Medical Physician** means a legally licensed traditional medical practitioner (including a Chinese acupuncturist or bonesetter) or chiropractor or osteopath or

physiotherapist duly registered and practicing within the scope of their license and training in the geographical area of the country in which such practice is maintained. An Alternative Medical Physician cannot be:

- (a) the Policyholder;
- (b) the Insured Person;
- (c) a relative of the Insured Person; or
- (d) an employee of the Policyholder.

**Basic Monthly Salary** means total gross monthly salary including monthly variable component where applicable (excluding payments for overtime, allowance, commission or bonus) at the occurrence of Bodily Injury. Basic Annual Salary shall have a corresponding meaning.

**Basic Weekly Salary** means total gross weekly salary excluding payments for overtime, allowance, commission or bonus at the occurrence of Bodily Injury.

**Bodily Injury** means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, during the Policy Period. Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury.

**Elements** mean extreme weather conditions including but not limited to drought, heatwave, sandstorm, blizzard.

**Fingers, Thumbs or Toes** means the digits of a Hand or Foot.

**Foot** means the entire foot below the ankle.

**Fractured Leg or Patella with Established Non-union** means a fracture of the leg or patella where: (a) the fracture does not mend properly; and (b) the leg or patella does not function normally; and (c) this condition will last for the remainder of the Insured Person's life.

**Hand** means the entire hand below the wrist.

**Hijack, Hijacked or Hijacking** means any seizure or exercise of control of a Public Conveyance or motor vehicle by the use of force or violence or threat of force or violence and with wrongful intent.

**Hospital** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, which holds a licence as a hospital (if licensing is required in the state or government jurisdiction), and meets the following requirements:

- (a) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients; and
- (b) provides a twenty-four (24) hour a day nursing service by and under the supervision of a staff of nurses; and
- (c) has a staff of one (1) or more Physician(s) available at all times; and
- (d) maintains organised facilities for the medical diagnosis and treatment, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment; and
- (e) is not primarily a clinic, nursing, rest or convalescent home, psychiatric institution, community hospital, rehabilitation institution, a place for alcoholics or drug addicts or similar establishments.

**Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

**Loss** means in connection with:

- (a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- (b) an eye, total and Permanent loss of all sight in the eye;
- (c) hearing, total and Permanent loss of hearing;
- (d) speech, total and Permanent loss of the ability to speak;
- (e) Fingers, Thumbs or Toes, Permanent physical severance through or above a metacarpophalangeal or metatarsophalangeal joint.

and which in each case is caused by Bodily Injury.

**Medical Expenses** means Usual, Reasonable and Customary Medical Expenses incurred for treatment as a result of a Bodily Injury for:

- (a) medical, surgical, hospital and nursing treatment prescribed by a Physician or Alternative Medical Physician;
- (b) ambulance charges; and
- (c) dental charges to restore sound and natural teeth resulting from an Accident.

**Partner** means a Insured Person's husband or wife and includes a de-facto and/or life partner with whom an Insured Person has continuously cohabited for a period of three (3) months or more at the time of loss.

**Permanent** means having lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement as diagnosed by a Physician.

**Permanent Total Disablement** means the Insured Person is entirely and continuously unable to engage in, perform or attend to any occupation, business or employment of any and every kind for the remainder of their life and has had this disability for at least twelve (12) consecutive months as diagnosed by a Physician any time after those twelve (12) consecutive months.

**Professional Sport** means any sport for which an Insured Person receives a fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

**Public conveyance** means:

- (a) taxi; or
- (b) any land, sea or air conveyance provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers, which is available to the general public, and which has designated and established routes and according to a regular schedule. It will only be a Public Conveyance if it, so long as either (a) or (b) above:
  - is used as public transportation, and excludes private transportation; and
  - is not a chartered vehicle and/or transportation; and
  - has the applicable commercial registration or taxi licence (for land, sea, or air transportation, as the case may be from the relevant authorities).

Public conveyance does not include motorcycles or motor scooters of any kind whatsoever.

**Usual, Reasonable and Customary Medical Expenses** means charges for treatment, supplies or medical services medically necessary to treat the Insured Person's condition, which does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred and does not include charges that would not have been made if no insurance existed.

#### 4 Conditions Applicable to Section 9

In addition to the Section 1 - General Conditions, the following Conditions shall apply to this Section:

- 4.1** The maximum amount We will pay in respect of any clause 1.2 - Table of Events, Event(s) 1 to 21 due to the same Bodily Injury is arrived at by adding together the various percentages, the total of which will not exceed one-hundred and fifty percent (150%).
- 4.2** If an amount is payable for Loss of a whole member of the body, then parts of the member cannot be claimed.
- 4.3** If an Insured Person suffers a Bodily Injury resulting in any one (1) of the Events where the percentage of the Sum Insured is one-hundred percent (100%) or more, We will not be liable under the Policy for any subsequent Bodily Injury to that Insured Person.
- 4.4** Benefits shall not be payable for more than one of clause 1.2 - Table of Events, Events 1 to 21 in respect of the same Bodily Injury.
- 4.5** If an Insured Person suffers a Bodily Injury resulting in any one (1) of the clause 1.2 - Table of Events, Events 2 to 21 and subsequently becomes entitled to a benefit under Event 1 within twelve (12) months of the Bodily Injury, We will pay the difference between the benefit already paid and the Accidental Death Sum Insured.

- 4.6** Benefits shall not be payable unless the Insured Person, as soon as possible after the happening of any Bodily Injury giving rise to a claim under the Policy, procures and follows proper medical treatment and advice from a Physician. Failure to follow proper medical treatment or advice may result in Us reducing or suspending Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure.
- 4.7** All benefits paid under this Policy shall be payable to the Policyholder or such person or persons and in such proportions as the Policyholder shall nominate, unless otherwise specified in the Policy.

## **5 Provisions Applicable to Section 9**

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**5.1** The Following Provisions shall apply:

- 5.1.1** Any new Insured Person whom the Policyholder may engage during the Policy Period will be automatically covered from the day such employee is employed by the Policyholder, provided that such employee is within an occupation category similar in nature to that specified in the Policy Schedule. Any existing Insured Person shall automatically cease to be covered upon his leaving the employment of the Policyholder.
- 5.1.2** The Policyholder undertakes to declare to Us the actual Sum Insured at the end of each Policy Period for premium adjustment, which will be done on an average basis, as follows. The adjustment of premium upwards or downwards, as the case may be, will be made at the end of each Policy Period, with the final premium being based on the average of the headcount/Sum Insured declared at the end of Policy Period and the headcount/Sum Insured amount at beginning of the Policy Period.

**5.2 Where does the Policy apply?**

The Policy insures the Insured Person(s) twenty-four (24) hours a day worldwide excluding sanctioned countries for the purposes of Section 1, clause 4.3 - Sanction Exclusion Applicable to this Policy.

**5.3 Coverage Validity**

The Insured Person will not be covered under this Policy if he live outside of Singapore for more than one hundred and eighty-two (182) days in the twelve (12) month period following the Policy Commencement Date or the latest Renewal Date, whichever is later.

**5.4 Automatic Cessation of Cover**

Cover under the Policy will cease automatically if the Insured Person:

- 5.4.1** ceases to be a Singapore Resident;
- 5.4.2** reaches the age of seventy-one (71) years old;
- 5.4.3** upon his or her death.

## **6 Exclusions Applicable to Section 9**

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In addition to the Section 1 - General Exclusions, the following Exclusions shall apply and Chubb will not cover, and We will not pay or indemnify any amount, directly or indirectly, caused by, as a consequence of, in connection with or is contributed to by any of the following:

- 6.1** Declared or undeclared War or any act of War, foreign invasion, Civil War, rebellion, revolution, insurrection;
- 6.2** Any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Policyholder or an Insured Person;
- 6.3** training for and/or participating in Professional Sports of any kind;
- 6.4** The Insured Person engaging in naval, military or airforce service or operations except peacetime reservist training or operationally ready national service under Section 14 of the Enlistment Act, Chapter 93 of the Republic of Singapore);
- 6.5** The Insured Person engaging in, any speed contest or racing (other than on Foot);
- 6.6** Any condition which is, results from or is a complication of pregnancy, childbirth, miscarriage (except Accidental miscarriage not attributed to any natural causes and/or sickness) or abortion, intoxication by alcohol or drugs not prescribed by a Physician;

- 6.7 The Insured Person engaging in aviation, other than whilst travelling (including boarding and alighting) as a fare-paying passenger on any fixed-wing aircraft and/or helicopter provided and operated by any duly licenced company that is a Public Conveyance;
- 6.8 Nuclear reaction, radiation, or radioactive contamination.

## 7 Policy Owners' Protection Scheme

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This Policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage under this Policy is automatic, and no further action is required from the Insured Person or Policyholder. 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 Us or visit the GIA / LIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.lia.org.sg](http://www.lia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

Sample Document

## Section 10 - Gadget

### 1 Cover Applicable to Section 10

The table below provides a summary of the Benefits available under this Policy, subject to the terms and conditions that apply. Depending on which of the two levels of cover You opt for:

	One (1) Gadget	Three (3) Gadgets
Level of cover per Insured Person	One (1) Mobile Phone	One (1) Mobile Phone One (1) tablet One (1) laption/notebook

You are only allowed to claim up to two (2) events of Damage or Theft per Insured Person's Gadget in any single twelve (12) month period, whether You purchase a Monthly or an Annual policy.

Only one (1) event of Theft is allowed in any single twelve (12) month period.

Events	Benefits	Policy limits per Insured Person's Gadget	Clause
Damage of Gadget	Coverage offered includes (but not limited to) screen Damage, water and liquid Damage, and more.  Deductible of SGD100 for each and every Claim is applicable.	Covers up to: • two (2) events of Accidental or Malicious Damage; or • one (1) event of Accidental or Malicious Damage and one (1) event of Theft	[2.1]
Theft of Gadget	One-for-one Replacement in the event the Insured Person's Gadget is Stolen. Deductible of SGD100 for each and every Claim is applicable.	Covers only one (1) event of Theft	[2.2]
Cover for Gadget Accessories	Replacement of any Gadget Accessories which are Damaged or Stolen at the same time as the Insured Person's Gadget.	SGD250	[2.3]

#### 1.1 Other Insurance

To the extent permitted by law, when other insurance applies to a covered loss, We will pay only in excess of the other insurance, limited to the indemnity being provided under Your Policy, unless that other insurance was specifically written to be excess over the indemnity provided in Your Policy.

Should You make a Claim under Your Policy, You must advise Chubb of any other insurance which may cover any of the Benefits provided under this Policy.

#### 1.2 Who and What is insured?

1.2.1 An Insured Person is insured for the Gadget Benefits subject to the terms, conditions and exclusions of the Policy

1.2.2 An Insured Person's Gadget is only covered once the Gadget's IMEI and/or Serial Number has been registered with us.

### 1.3 Eligibility Requirements

- 1.3.1 In addition to Section 1, clause 5, Eligibility, the Insured Person's Gadget specifications must fulfil the following criteria:
- a) The Age of the Insured Person's Gadget is no more than thirty-six (36) months at the Commencement Date;
  - b) The Gadget was purchased either:
    - (i) new from a Manufacturer, a mobile phone network or a retail store; or
    - (ii) refurbished from a Manufacturer or a mobile phone network; or
    - (iii) from a private transaction where the proof of the original purchase date of the Gadget from a retailer, Manufacturer or mobile phone network can be provided.

To the best of Your knowledge the Gadget is in good working condition, which means fully functional according to the design and Manufacturer's specifications, no visible cracks or missing parts or liquid damage.

Any misrepresentation of the above mentioned criteria shall render any Benefits available invalid.

## 2 Benefits Applicable to Section 10

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### 2.1 Damage of the Gadget

2.1.1 In the event of Damage to the Insured Person's Gadget, We reserve the right to determine either to:

- a) repair the Insured Person's Gadget (where possible); or
- b) replace the Insured Person's Gadget with a Replacement Gadget.

We will make reasonable efforts to replace the Insured Person's Gadget with one of the same brands, model, specification and colour, but this cannot be guaranteed.

2.1.2 This Policy will not cover any damage to or failure of the Insured Person's Gadget that is not a result of Damage. If Chubb provides the Insured with a Replacement Gadget, the Insured's original Gadget will become the property of Chubb.

### 2.2 Theft of the Gadget

If the Insured Person's Gadget is Stolen, We will replace it with a Replacement Gadget. We will make reasonable efforts to replace the Insured Person's Gadget with one of the same brand, model, specification and colour, but this cannot be guaranteed.

### 2.3 Cover for the Gadget's Accessories

In the event of a successful Claim being accepted by Us, We will replace any Accessories that were Stolen or Damaged during the incident to which the Claim relates.

### 2.4 Conditions and Exclusions Applicable to Section 10, clause 2

- 2.4.1 We will not cover losses under this clause which are recoverable from any other source.
- 2.4.2 We will not pay any Benefit in excess of the maximum number of Benefits payable in the Policy Period as set out in the Policy Schedule.
- 2.4.3 We will not cover losses under this clause which arise from any of the following:
- a) any incident prior to the Commencement Date of this Policy;
  - b) if the IMEI and/or Serial Number cannot be identified on the Insured Person's Damaged Gadget and the Insured Person is unable to provide Us with evidence satisfactory to Us which proves the identity of the Insured Person's Gadget;
  - c) if the Policyholder fails to declare to Us the IMEI and/or Serial Number from the Insured Person's Gadget or any subsequent changes to the IMEI and/or Serial Number subject to the terms and conditions of this Policy;
  - d) any Claim for failure of the Insured Person's Gadget that is covered by the Manufacturer's Warranty;

- e) any Claim as a result of wear and tear or gradual deterioration of performance of the Insured Person's Gadget;
- f) any Damage to, or Theft of, SIM cards, storage media, or Accessories which is in isolation and not part of or arising from the Damage to or Theft of the Insured Person's Gadget;
- g) any Damage or Loss of data held on the Insured Person's Gadget, including but not limited to any pictures, software, downloads, apps and music;
- h) any Loss or expense incurred as a result of not being able to use the Insured Person's Gadget;
- i) any Loss or expense incurred for the restoration of data stored on the Insured Person's Gadget or within the SIM card or storage media;
- j) any reconnection fees for the Insured Person's Gadget or the Replacement Gadget;
- k) any fees the Insured Person pre-paid for services which they were unable to use after the Insured Person's Gadget was Damaged or Stolen;
- l) any damage or breakdown caused by incorrect installation of any component or part in the Insured Person's Gadget, faulty software or a virus affecting the operating system on the Insured Person's Gadget;
- m) any modifications made to the hardware of the Insured Person's Gadget, including but not limited to adding gems, precious metals or upgrading the components of the Insured Person's Gadget;
- n) any modifications made to the software of the Insured Person's Gadget that are not supported or authorised by the Manufacturer (such as "jailbreaking" or "rooting");
- o) any use of software on the Insured Person's Gadget that is not supported or authorised by the Manufacturer (such as installing apps other than from the Manufacturer's authorised app store);
- p) war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority, riot or civil commotion, terrorist activity of any kind;
- q) ionising or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- r) any Claim for Malicious Damage which was caused by the Insured Person or or the Insured Person's Immediate Family;
- s) any Damage that is solely cosmetic and does not adversely affect the normal functioning of the Insured Person's Gadget;
- t) any repairs or other costs for repairs carried out by anyone not authorised by Us; or
- u) any Claim as a result of the Insured Person not taking care of the Gadget, for example but not limited to:
  - (i) knowingly leaving the Insured Person's Gadget somewhere it is likely to be Damaged, or Stolen;
  - (ii) using or handling the Insured Person's Gadget where damage is likely to happen, for example whilst taking a bath or shower, handling heavy duty equipment, playing competitive sports or the Insured placing themselves in a hazardous situation; or
  - (iii) the Theft of the Insured Person's Gadget from any property, which is not accompanied by evidence of forced entry or exit.

#### 2.4.4 In the event of Damage Claim:

- a) The Insured Person must return the Insured Person's damaged Gadget, damaged Accessories and faulty replacements to Our authorised repairer. If the Insured Person fails to return the damaged Gadget, damaged Accessories and faulty replacements, We will charge the Insured Person for the cost of any replacement Gadget, Accessories and replacements We provide.
- b) If a Claim for Damage is declined by Us, and the Insured Person has subsequently had a repair carried out on the Insured Person's Gadget, then in the event of any subsequent Claim being reported for the Insured



Person's Gadget, the Insured Person shall be required to provide evidence to Us that the Insured Person's Gadget was repaired by an authorised repairer such as the Manufacturer or by an accredited repairer through the Insured Person's Mobile Phone network, retail store or previous insurer before the occurrence of the later and more recent event giving rise to the Claim.

2.4.5 In the event of Theft, the Insured Person must report the Theft to:

- a) the Police within twenty-four (24) hours of becoming aware of the Theft and retain documentary evidence, such as a police report, for use in support of the Claim; and
- b) the Insured Person's network provider as soon as possible in order to avoid Unauthorised Use of the Gadget which could lead to additional charges being incurred by the Insured Person which the Insured Person is not responsible for making.

We will not provide cover for the Theft of the Gadget under this clause if the Insured Person does not report the Theft of the Gadget to the Police within twenty-four (24) hours.

### 3 Definitions Applicable to Section 10

In addition to the Section 1 - General Definitions, wherever appearing in this Section the following Definitions apply:

**Accessories** mean items included in the Manufacturer's box with the Insured Person's Gadget when it was purchased, such as but not limited to chargers, protective cases, headphones and hands-free devices, but excluding the SIM cards.

**Accidental Damage** means where sudden, unforeseeable and accidental external forces, including dropping, impact, fire and liquid contact, cause damage to the Insured Person's Gadget (including screen damage) which adversely affects the functionality of the Insured Person's Gadget.

**Age of the Insured Person's Gadget** means the period from when the Insured Person's Gadget was originally purchased:

- (a) brand new from a Manufacturer, a mobile phone network or a retail store; or
- (b) refurbished from a Manufacturer or a mobile phone network, such that it will perform like a brand-new Gadget in accordance with the original manufacturer's specifications.

**Benefits** mean the benefits available for the Insured Person under Section 10, clause 2 and in the Policy Schedule and Endorsement(s), which are payable for the Policy Period subject to the terms and conditions of Your Policy.

**Damage** means Accidental Damage or Malicious Damage.

**Gadget or Insured Person's Gadget** means the mobile phone, tablet, laptop/notebook identified by the IMEI and/or Serial Number You have registered with us.

**IMEI** means the International Mobile Equipment Identity number which is the unique identification number for the Insured Person's Gadget.

**Immediate Family** means the Insured Person's children, spouse, partner and/or parents who permanently reside with the Insured at the Insured's permanent residence.

**Insured or Insured Person** means the person who owns or uses the Gadget declared at the Policy Schedule and that meets the criteria specified for an insured person in the Policy Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person that is legally entitled to claim under the Policy. An Insured Person is not a contracting insured under the Policy with Us.

**Loss or Lost** means:

- (a) The Insured has accidentally or unintentionally left the Insured's Gadget Unattended in any location and it has then disappeared;
- (b) The Insured Person's Gadget is in a known location, but the Insured is not reasonably able to retrieve it due to circumstances outside of the Insured's control; or
- (c) The Insured Person's Gadget has disappeared, and the Insured is not sure how it has disappeared.

but does not include any situation where the Insured Person's Gadget is Stolen.

**Malicious Damage** means intentional or deliberate damage to the Gadget caused by a third-party, not including the Insured's Immediate Family.

**Manufacturer** means entity which originally manufactured the Insured Person's Gadget.

**Manufacturer's Warranty** means any warranty given to the Insured Person by the Manufacturer in respect of the Insured Person's Gadget, whether expressed or implied.

**Refurbished Gadget** means a Gadget that was previously used but has been restored to like-new working condition in accordance with the original Manufacturer's specifications, such that it will perform like a brand-new product.

**Replacement or Replacement Gadget** means a replacement Gadget, which has the same or similar specification as the Gadget (excluding colors) as determined by Us. At Our discretion, a Replacement may be a new Gadget or a Refurbished Gadget which has the same or similar specification to the Gadget.

**Serial Number** means the unique number or string of characters that identifies the Insured Person's Gadget.

**Stolen or Theft** means a third party takes the Insured's property without the Insured's permission and with the intention of permanently depriving the Insured of it.

**Unattended** means when the Insured's possessions are not under the Insured's observation and within the Insured's reach and/or the Insured's possessions can be taken without the Insured being able to prevent them from being taken.

## 4 Conditions Applicable to Section 10

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### 4.1 Registering Your IMEI and/or Serial Number

You need to ensure that the IMEI and/or Serial Number of all the Insured Person's Gadgets eligible under this Policy are registered with Us. Failure to do so will mean that the Insured Person will receive no Benefits under this Policy arising from the Theft or Damage to the Insured Person's Gadgets that are not registered.

In the event where the Insured Person purchases a different Gadget during the Policy Period, the Insured Person is required to notify Us within fourteen (14) working days of the Insured Person's new IMEI and/or Serial Number from the date of purchase.

The Insured Person will be able to change the Insured Person's IMEI and/or Serial Number up to two (2) times per Gadget during any single twelve (12) month period in respect of the purchase of a different Gadget, provided the eligibility requirements in Section 10, clause 1.2 are satisfied.

### 4.2 Other Insurance

To the extent permitted by law, when other insurance applies to a covered loss, We will pay only in excess of the other insurance, limited to the indemnity being provided under Your Policy, unless that other insurance was specifically written to be excess over the indemnity provided in Your Policy.

Should You make a Claim under Your Policy, You must advise Chubb of any other insurance which may cover any of the Benefits provided under this Policy.

### 4.3 Where does Your Policy apply?

Your Policy insures You twenty-four (24) hours a day worldwide excluding sanctioned countries for the purposes of Section 1, clause 4.3 - Sanction Exclusion Applicable to this Policy.

### 4.4 Coverage Validity

You will not be covered under this Policy if You live outside of Singapore for more than hundred and eighty-two (182) days in the twelve (12) month period following the Policy Commencement Date or the latest Renewal Date, whichever is later.

### 4.5 Policyholder and the Insured Persons' Duties to Us

#### 4.5.1 Duty of Care

Without prejudice to any of the exclusions set out above, You and/or Insured Person shall take all reasonable precautions and exercise due care to protect Your and/or Insured Person's Gadgets against Damage, breakdown or Theft and shall maintain the Gadgets in a proper state of repair at all times.

#### 4.5.2 Consequences of breach of duty, fraud or misrepresentation

We may refuse to pay a Claim either in whole or in part, if You and/or the Insured Person:

- a) breach the duty of utmost good faith;
- b) make a misrepresentation to Us before or at the time Your Policy was entered into;
- c) breach a provision of Your Policy;
- d) make a fraudulent Claim under any policy of insurance; or
- e) engage in any act or omission which under the Policy You and/or the Insured Persons are required to notify Us of, but You and/or the Insured Person failed to do so.

#### 4.6 Inspection and Salvage and ownership after a Claim

If the Insured Person makes a Claim, We may inspect the Insured Person's Gadget and/or Accessories. Whilst We have no obligation to take possession of the Insured Person's Gadget and/or Accessories We reserve the right to do so in the event We are providing the Insured Person with a Replacement Gadget and/or Accessories.

We are entitled to obtain and retain any property, including the Insured Person's Gadget and/or Accessories that are salvaged or recovered after We pay a Claim by replacing or paying to replace the Insured Person's Gadget and/or Accessories. We may sell the Insured Person's Gadget and/or Accessories subject to a Claim and keep the proceeds.

If We replace the Insured Person's Gadget and/or Accessories, the original Gadget becomes Ours. If the Gadget and/or Accessories is returned or found after it is Stolen the Insured Person must notify Us and send it to Us if We ask the Insured Person to do so.

#### 4.7 Payment of Benefits - Special Condition

The Insured Person will not be covered for the Damage or Theft of the Gadgets under more than one (1) Gadget Policy issued by Us or any Chubb related Company for the same Gadget. If the Damage or Theft of the Insured Person's Gadget is covered under more than one (1) such policy, We will consider the Insured Person to be covered only under the policy which provides the highest benefits. Where the benefits under any additional policy are identical, We will consider the Insured Person's Gadget to be insured under the policy first issued. All policies not recognised by Us shall be cancelled.

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## About Chubb in Singapore

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb Insurance Singapore Limited, via acquisitions by its predecessor companies, has been present in Singapore since 1948. Chubb in Singapore provides underwriting and risk management expertise for all major classes of general insurance. The company's product offerings include Financial Lines, Casualty, Property, Marine, Industry Practices as well as Group insurance solutions for large corporates, multinationals, small and medium-sized businesses. In addition, to meet the evolving needs of consumers, it also offers a suite of tailored Accident & Health and Personal & Specialty insurance options through a multitude of distribution channels including bancassurance, independent distribution partners and affinity partnerships.

Over the years, Chubb in Singapore has established strong client relationships by delivering responsive service, developing innovative products and providing market leadership built on financial strength.

More information can be found at [www.chubb.com/sg](http://www.chubb.com/sg).

## Contact Us

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