

FIRE MASTER POLICY

ALLIANZ FIRE PROTECT PLUS

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T11FC0131K



FIRE POLICY

This Policy is a contract between **Allianz Global Corporate & Specialty SE Singapore Branch** (hereinafter called "the Company"), Standard Chartered Bank (Singapore) Limited (hereinafter called "the Bank"), and the Insured stated on the Schedule, issued under this Policy. This Policy sets out the insurance cover provided by the Company to the Insured subject to the terms, conditions and exceptions stated herein. This Policy, each Schedule issued under this Policy and any amendment form the basis of an insurance contract. They should be read together to avoid misunderstanding.

This Policy is issued in consideration of the Insured named in each Schedule, having paid to the Company the prescribed premium and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Policy, refusal or reduction of the Insured's claim(s), change of terms or termination of the Policy.

THE COMPANY AGREES subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Property Insured described in the said Schedule or any part of such property be destroyed or damaged by the perils provided under this Policy during the Period of Insurance stated in the Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of this Policy, the Company may elect to reinstate the Property or pay loss and damages for that Property, and if the Company elects to pay loss or damage for

that Property, the Company will pay the Insured the Reinstatement Value or Sum Insured (whichever is lower) of the Property Insured at the time of the happening of its destruction, less any excess and amounts which the insured is required to bear under the policy.

PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

PROVIDED ALWAYS that the due observance and fulfillment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

POLICY CONDITIONS

1. IDENTIFICATION

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

2. RIGHTS AGAINST COMPANY

Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further, the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement hereon declare the insurance to be continued.

3. RIGHT OF CLAIM

The extension of the Company's liability in respect of

the property of any person other than the Insured shall give no right of claim hereunder to such person, the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured of the claim proceeds shall in any case absolutely discharge the Company's liability hereunder.

4. ALTERATIONS AND REMOVALS

Unless the Insured has obtained the consent of the Company in writing before the occurrence of any damage, the Insurance ceases to attach regarding the Property Insured affected under any of the following circumstances:

- (a) if any circumstances affecting the Location of Risk be changed in such a way as to increase the risk of damage by any of the Covered Perils;
- (b) if the Location of Risk becomes unoccupied and so remains for a period of more than 6 consecutive weeks;
- (c) if the Property Insured is removed from the Location of Risk;
- (d) if the interest in the Property Insured passes from the Insured otherwise than by death or operation of law.

5. TOTAL SUM INSURED

The total liability of the Company in respect of loss or damage thereto by all or any of the Perils during any one Period of Insurance shall not exceed the amount stated against each item respectively or in the aggregate the Total Sum Insured specified in the Schedule, or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the Company.

6. UNDERINSURANCE

If the property hereby insured shall, at the time of any loss, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Schedule shall be separately subject to this condition.

7. NOTIFICATION (DUPLICATE COVERAGE)

The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy in respect of the property so insured shall be forfeited.

8. CLAIMS (ACTION BY INSURED)

The Insured shall on the happening of any loss or damage to the Property Insured give immediate notice thereof in writing to the Company and shall at his own expense within sixty days after the happening of such loss or damage deliver to the Company a claim in writing (in such form as the Company may require) with such detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt thereat he shall also give immediate notice to the Police.

If the Company shall elect to reinstate any building the Insured shall furnish to the Company all such plans, specifications and quantities as the Company may reasonably require.

The Insured shall on receiving notice of any accident or claim arising under Section III give immediate notice thereof in writing to the Company and as soon as possible supply full particulars thereof in

writing and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

The Insured shall not incur any expense in making good any damage without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the Company's consent.

9. POSSESSION RIGHTS

The Company shall be entitled:-

On the happening of any loss of or damage to the Property Insured to enter any building where the loss or damage has happened and to take and keep possession of the Property Insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company shall be proof of leave and license for such purpose. No property may be abandoned to the Company.

To undertake in the name and on behalf of the Insured the absolute conduct, control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the Insured to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy.

10. FORFEITURE OF BENEFITS

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within twelve months after such rejection; or (in the case of an arbitration taking

place in pursuance of condition 13 of this Policy) within twelve months after the arbitrator or arbitrators or umpire shall have made their award, all benefits hereunder shall be forfeited.

11. NON-CANCELLATION CLAUSE

The Company undertakes to obtain the consent of the Mortgagee as named in the Schedule, prior to the cancellation of the Policy if instructions have been received for cancellation of the Policy and also to advise the said Mortgagee immediately of any other material changes which are proposed to be made to the terms of the insurance. Nothing in this clause shall alter the operation of the premium payment warranty.

12. FREE LOOK PERIOD (NOT APPLICABLE TO RENEWAL POLICIES)

Should you decide to not continue with the Policy for any reason, it may be returned to the Company or cancellation within 14 days after your receipt of the Policy. Any premium paid will be refunded without interest. In such case, this Policy shall be deemed to have been void from the inception and the Company shall not be liable under this Policy for any loss, damage or liability sustain or incur.

13. ARBITRATION

If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator; and in

case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrator, arbitrators or umpire respectively; and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator or umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the arbitrator, arbitrators or umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage if disputed shall be first obtained.

14. REASONABLE CARE

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

The Insured shall notify the Company in writing in the event of any change in the tenancy and/or occupancy of the property and/or of any increase of hazard and/or any alterations to the design, structure and material used in the Property Insured.

The Insured shall duly comply with and observe all

laws, regulations, codes, guidelines and the-like of:

- i) any governmental or regulatory authority in Singapore responsible or having jurisdiction over fire safety standards; and/or
- ii) the Commissioner for Workplace Safety and Health; and/or
- iii) any other statutory obligation including notice given and requirements made pursuant to same the breach and disregard which may affect or increase the risk.

15. REINSTATEMENT VALUE

In the event of a loss to the Property Insured herein, the Company shall pay the Sum Insured or the Reinstatement Value of the Property Insured, whichever is the lower subject to the deduction of any excess and amounts which the insured is required to bear under the policy.

The "Reinstatement Value" of the Property Insured shall for the purpose of this condition be determined by a valuation obtained by the Company from the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor of the cost of replacement or reinstatement of the Property Insured damaged or lost.

In the event that there is, at the time of damage or loss no manufacturer, authorised sole agent or agent, authorised broker, authorised distributor or building contractor for the Property Insured, the valuation shall be obtained from a duly qualified loss adjuster to be mutually appointed by both parties. The valuation of the Property Insured by the manufacturer, authorised sole agent or agent, authorised broker, authorised distributor, building contractor, duly qualified loss adjuster shall be conclusive evidence in respect of the Reinstatement Value of the Property Insured in any legal proceedings against the Company.

16. GEOGRAPHICAL LIMIT OF PROPERTY INSURED

The cover of this Policy is restricted to properties within the territory of Singapore.

17. GOVERNING LAW AND JURISDICTION

This Policy shall be construed according to and governed by the laws of the Republic of Singapore.

The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Singapore nor to orders obtained in the said Court for the enforcement of judgments made outside the Republic of Singapore, whether by way of reciprocal agreement or otherwise; and (ii) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Singapore.

18. EXCLUSION OF RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Right of Third Parties) Act (Cap. 53B) to enforce any terms of the Policy.

19. SUBROGATION

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its paying or making good any damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

20. MASTER POLICY CANCELLATION CLAUSE

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Property Insured may be terminated at any time at the request of the Mortgagee / Bank or by the Company, giving 3 months' notice counting from the date of such notice in writing to the other party and that all existing certificates of insurance in respect of each Insured shall remain valid until their natural expiry unless otherwise agreed by all parties concerned.

GENERAL EXCEPTIONS

This Policy does not cover:

1. Any loss, damage or other contingency occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:-
 - a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - b) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
 - c) Any act of terrorism.

For this purpose 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.

Any loss, damage or other contingency happening during the existence of abnormal

conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss, damage or a contingency which is not covered by this insurance, except to the extent that the Insured shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this General Exception any loss, damage or other contingency is not covered by this insurance, the burden of proving that such loss, damage or other contingency is covered shall be upon the Insured.

2. (i)(a) Loss or damage occasioned by confiscation, commandeering, requisition or destruction of or damage to the 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.
 - (b) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
 - (ii) Loss, damage or other contingency directly or indirectly caused by or arising from or in consequence of or contributed to by 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 Exception 2(ii), combustion shall include any self-sustaining process of nuclear fission.
3. Consequential loss or damage of any kind whatsoever.
4. All claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- (a) Asbestos, or
- (b) any actual or alleged asbestos related injury or something involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

SECTION I – LOSS OR DAMAGE TO THE RESIDENTIAL BUILDING

The Company will indemnify the Insured against loss or damage caused by any of the below mentioned Perils to the Residential Buildings which expression shall mean the fabric of the building of the private dwelling house or private flat owned by the Insured including domestic offices, garages, outbuildings, landlord's fixtures and fittings all solely used for private residential purpose but excluding foundations and drains.

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

- 1) Fire, Lightning, Thunderbolt, Subterranean Fire
- 2) Explosion
- 3) Aircraft Damage
- 4) Water Tanks, Apparatus or Pipes
- 5) Theft
- 6) Impact by Road Vehicle
- 7) Earthquake, Volcanic Eruption
- 8) Hurricane, Cyclone, Typhoon, Windstorm and Flood
- 9) Riot & Strike
- 10) Malicious Damage
- 11) Sprinkler Leakage
- 12) Landslip and Subsidence
- 13) Smoke Damage
- 14) Spontaneous Combustion

(Subject to provisions under Appendix A)

CLAUSES (APPLICABLE TO SECTION I)

1. EXCESS CLAUSE

As regards loss or damage (other than by fire) to the Residential Buildings directly caused by any Peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds the amount stated in the Schedule. This Clause shall separately apply to:

- i) each building, for which purposes all insured buildings at the same premises specified in the schedule address will be regarded as one building.
- ii) each incident giving rise to such loss or damage and for the purposes hereof an incident shall not be considered to have terminated until there have been seven (7) consecutive days freedom from the Peril concerned and only thereafter shall the Clause apply afresh.

In respect to each and every claim under this section, the following excess applies:

- (a) Water Tank, Apparatus or Pipe: SG\$100
- (b) Earthquake or Volcanic Eruption: SG\$200
- (c) Hurricane, Cyclone, Typhoon, Windstorm and Flood: SG\$200
- (d) Landslip and Subsidence: SG\$10,000
- (e) Smoke Damage: SG\$200

2. AUTOMATIC REINSTATEMENT OF SUM INSURED

In the event of any claim having occurred and in the absence of written notice by the Insured to the contrary the amount of insurance reduced by such claim is to be automatically reinstated as and from the date of the damage without additional premium.

3. ERRORS & OMISSIONS & MISDESCRIPTION CLAUSE

The Insured and this Policy are not to be

prejudiced by any unintentional and/or inadvertent omission error or incorrect description of the interest risk or Property Insured provided notice is given to the Company as soon as practicable upon discovery of any such error, omission or misdescription. Additional premium if required shall be paid from the date of the inception of the increased hazard/risk.

4. PROFESSIONAL FEES CLAUSE (10% OF THE SUM INSURED)

The sum insured under each item of this Policy includes an amount not exceeding 10% of the respective sum insured in regards to: Architect's, Surveyor's and Consulting Engineer's fees for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement of the Property Insured consequent upon its destruction or damage by fire or any other peril hereby insured against, but not such fees for preparing any claim hereunder. The amount payable for such fees shall not exceed those authorised under the scales of the Associations of the respective professions prevailing at the time of destruction or damage, subject to the Company's maximum liability for any loss damage and fees not exceeding the sum insured against each item.

5. REMOVAL OF DEBRIS (10% OF THE SUM INSURED)

The sum insured under each item of this Policy includes an amount not exceeding 10% of the respective sum insured in respect of costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- (a) removing debris,
- (b) dismantling and/or demolishing (applying to building and machinery),
- (c) shoring up or propping (applying to building and machinery),
- (d) effecting temporary repairs,

of the portion or portions of the property

Insured under this Policy destroyed or damaged by fire or by any other peril hereby insured against, provided that the total liability of the Company under any item of the Policy shall not exceed the sum insured thereby.

The Company will not pay any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site.
- (ii) arising from pollution or contamination of property not insured by this policy.

6. CONTRIBUTION (DUPLICATION OF COVERAGE)

In the event of other policies covering the same loss or damage to the insured Residential Building, the Company will settle the claim as if this insurance is the only applicable policy and will then proceed to recover from the other insurers.

7. NON REGISTERED MORTGAGEE INTEREST PROPERTIES NOT GOVERNED BY BUILDING MAINTENANCE AND STRATA MANAGEMENT ACT

Loss, if any, under this Policy shall be payable to Mortgagees if named in each Certificate or Schedule or Assignees of mortgagee interest to the extent of their interest, and their receipt(s) shall be a full and final discharge to the Company.

It is hereby agreed that in the event of loss or damage, the Company will pay the Mortgagees or said Assignees to the extent of their interest but not exceeding the sum insured or the reinstatement value (less depreciation if any) of the Property Insured whichever is lower and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the Property Insured, nor by anything whereby the risk is increased being one to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided

always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alteration or increase of hazard not permitted by this insurance so soon as any such change, alteration or increase shall come to their knowledge, and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

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

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

8. REGISTERED MORTGAGEE INTEREST PROPERTIES GOVERNED BY BUILDING MAINTENANCE AND STRATA MANAGEMENT ACT

This section is only applicable to Residential Building where insurance is taken up pursuant to Section 73 of the Building Maintenance and Strata Management Act (Cap. 30C) (or any Amendment Act or Acts passed in substitution) of Singapore, which will from hereon be referred to as the Act.

This Policy is effected only for the interest of the Mortgagee to whom all monies due under the policy shall be payable subject always to the provisions of the said Act and the rights of the Company thereunder.

It is hereby agreed that this policy shall not be invalidated by any change of occupancy or increase of risk taking place in the Property Insured without the knowledge of the registered mortgagees.

The maximum amount payable will be the lowest of the following:

- (a) the sum insured
- (b) the outstanding loan amount at the date of loss to discharge the mortgages and charges (if any) affecting the Property Insured
- (c) the reinstatement value

The following Clauses and Conditions are deemed to be deleted and shall not apply:

- Clause 2: Automatic Reinstatement of Sum Insured
Clause 4: Professional Fees Clause

It is further agreed that Clause 6 Contribution (Duplication of Coverage) is deemed to have been deleted and the clause shall now read as follows:
"If at the time of any loss or damage insured by this policy there be any other subsisting policy or policies effected under or by reason of section 73 of the Building Maintenance And Strata Management

Act 2004 covering the same risk and relating to the same debt the Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage."

9. WORKMEN'S CLAUSE

Workmen are allowed in or about the Location of Risk for the purpose of carrying out minor alterations, repairs, decorations and maintenance (other than structural alterations or repairs) without prejudice to this Policy (any one contract not exceeding 10% of sum insured).

10. AUTOMATIC RENEWAL CLAUSE

It is noted and agreed that subject to the payment of premium, insurance of the Property Insured shall be held covered automatically by the Company for a period of 1 year upon its expiry and that the Mortgagee / Bank or the Insured is required to advise the Company all particulars of such renewal confirmation.

SECTION II – ADDITIONAL EXPENSE OF ALTERNATIVE ACCOMMODATION OR LOSS OF RENT

The Company will indemnify the Insured for the undermentioned loss actually incurred by the Insured in consequence of the premises specified in the Schedule being so damaged as to be rendered uninhabitable as a result of the Covered Perils but only in respect of the period necessary for reinstatement and subject to an amount not exceeding in the aggregate ten (10) per cent or up to the limit as endorsed hereon of the Total Sum Insured on Buildings.

- a) as the Owner but not Occupier of the premises, the loss of rent; and/or
- b) as the Occupier of the premises, reasonable additional expense necessarily incurred for alternative accommodation.

The Company shall not be liable in respect of consequential loss or damage of any kind except as provided under this Section. The total amount recoverable under this section shall be in addition to the Total Sum Insured on Buildings.

SECTION III – LIABILITY TO THE PUBLIC

The Company will, subject to the Limits of Liability of SG\$500,000 in respect of any one claim or series of claims arising out of one event, indemnify the Insured against all sums for which the Insured may be held legally liable:

As owner of the Residential Building in respect of accidents caused by a defect in the Residential Buildings or in the Landlord's fixtures and fittings or in the walls, gates, fences and trees around and pertaining thereto.

Occurring during the Period of Insurance and resulting in:

- 1) Bodily injury to any person not being a member of the Insured's family or household nor at the time of sustaining such injury engaged in the Insured's service.
- 2) Damage to property not belonging to or in the charge of or under the control of the Insured or of a member of his family or household or of a person in his service.

Provided always that the amount payable hereunder in respect of any one accident or series of accidents constituting one occurrence shall not in any case exceed the sum specified in the Schedule.

The Company will, in addition, indemnify the Insured in respect of:

a) Legal costs and expenses recoverable from the Insured by any claimant provided such costs and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence as hereinbefore provided;

b) Legal costs and expenses incurred by the Insured with the consent of the Company.

Provided also that the Company shall not in any case be liable hereunder in respect of:

- (i) Injury or damage arising out of or incidental to:
 - a) the Insured's profession or business, or
 - b) the ownership, possession or use by or on behalf of the Insured of any lift, vehicle, vessel or craft of any kind.
 - c) the carrying out of alterations, additions, repairs or decorations to the insured premises.

(ii) Liability arising out of any contract of indemnity which imposes upon the Insured liability which the Insured would not otherwise have been under.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfil and be subject to the Terms of this Policy so far as they can apply.

This Section shall not apply to any part of the Residential Building used in connection with the profession of the Insured whilst that part of the Residential Building is being so used.

For the purposes of this Section the expression "the Insured" shall be deemed to include the husband or wife of the Insured.

The Indemnity provided by this Section shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore nor to orders obtained in the said Court for the enforcement made outside the Republic of Singapore whether by way of reciprocal provisions or otherwise. If at the time any claim arises under this Section there be any other insurance indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability of this Section, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.

SECTION IV – LOSS OF OR DAMAGE TO THE RENOVATION AND HOME CONTENTS

The Company will indemnify the Insured against loss or damage caused by all forms of accidental loss or damage to the Renovation and Home Contents being the property of the Insured or any member of his family normally residing with him whilst contained in the Residential Building which expression shall include the Private Dwelling House, Flat or Apartment and all domestic offices, stables, garages and out-buildings used solely in connection therewith and on the same premises specified in the Schedule.

'Renovation' shall be deemed to mean added or renovated fixtures, fittings and flooring including built-in closets and cabinets within the Residential Building which were not part of the Residential Building when originally supplied by the developer or landlord as the case may be.

'Home Contents' shall be deemed to mean anything

in or on the Residential Building belonging to the Insured or his/her Family or for which the Insured or his/her family is responsible.

This section does not cover:

- 1) Property more specifically insured, or, unless specially mentioned, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, stamps, documents of any kind, cash, currency notes, bank notes, manuscripts, medals and coins, motor vehicles and accessories, livestock or pets, standing timber, growing crops or plants, mobile/portable telephone, contents on roof or in the open, aircraft or any aerial or spatial device and their accessories and spare parts including satellite dish.
- 2) Any Uninsurable Risks, which shall mean:
 - (a) Scratching, denting, rust, corrosion, wear and tear or depreciation
 - (b) Rot, fungus, of the effects of woodworms, beetles, moths, insects or vermin
 - (c) Mechanical or electrical fault or breakdown
 - (d) Any process of cleaning, dyeing, renovation, re-styling, repairing or restoring
 - (e) Any other gradually operating cause
 - (f) Infidelity or dishonesty on the part of the Insured or his/her family or employees or anyone else living in the Residential Building.
 - (g) Landslip or subsidence
 - (i) Shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light
- 3) Renovation and Home Contents separately and specially insured under any other policy.
- 4) Theft, malicious damage or vandalism if the

Residential Building is unoccupied for more than ninety (90) consecutive days.

- 5) The first S\$100 in respect of each and every loss.

Basis of Claim Settlement:

- (1) A Reinstatement Settlement will be made, and an Indemnity Settlement basis will be applied only if:
 - (a) Claims are on clothing, furs and pedal cycles
 - (b) The insured decide not to reinstate, repair or replace the Home Contents or Renovation
- (2) Unless stated otherwise, any claim payment will not be more than:
 - (a) S\$5,000 for any single item of furniture or domestic appliance
 - (b) S\$2,500 for any single item of valuables and subject to an aggregate limit not exceeding S\$15,000.
- (3) If there is a loss of an article which is part of a pair or set, the Company will only pay the value of any particular part or parts which may be lost or damaged, without reference to any special value which the articles may have as part of such pair or set and only up to the proportionate part of the value of the pair or set.

APPENDIX A: DESCRIPTION OF COVERED PERILS

1. FIRE, LIGHTNING, THUNDERBOLT, SUBTERRANEAN FIRE

Loss or damage to the Property Insured caused by fire, lightning, thunderbolt or subterranean fire.

2. EXPLOSION

Loss or damage to the Property Insured caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

3. AIRCRAFT DAMAGE

Loss or damage directly caused by aircraft and other aerial devices and/or articles dropped therefrom excluding damage caused by any aircraft for which permission to land has been extended by the Insured.

4. WATER TANKS, APPARATUS OR PIPES

Loss or damage caused by bursting or overflowing of domestic water tanks, apparatus or pipes but excluding:-

- (a) in respect of each and every loss the amount stated in the Schedule.

5. THEFT

Loss or damage caused by theft, only if accompanied by actual forcible and violent breaking into or out of a Residential Building or any attempt thereat.

6. IMPACT BY ROAD VEHICLE

Loss or damage caused by impact with the Property Insured by any road vehicles or animals not belonging to or under the control of the Insured or any member of his family normally residing with him.

7. EARTHQUAKE, VOLCANIC ERUPTION

Loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of earthquake and volcanic eruption but excluding:-

- (a) in respect of each and every loss the amount stated in the Schedule.

8. HURRICANE, CYCLONE, TYPHOON, WINDSTORM AND FLOOD

Loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm but excluding:-

- (a) in respect of each and every loss the amount stated in the Schedule;
- (b) metal smoke stacks, awnings, blinds, signs or other outdoor fixtures and fittings;
- (c) premises in the course of construction, alteration or repair except when all outside doors, windows and other openings are complete and protected against typhoon or windstorm unless specifically insured.
- (d) any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the Property Insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

9. RIOT & STRIKE

Loss of or damage to the Property Insured directly

caused by:-

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not)
- (b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
- (c) The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
- (d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

10. MALICIOUS DAMAGE

Loss or damage to the Property Insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in General Exception 1 but excluding:-

- (a) any loss or damage by explosion;
- (b) loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

11. SPRINKLER LEAKAGE

Loss or damage to the Property Insured directly caused by water or other fire extinguishing agent accidentally discharged or leaking from the automatic sprinkler installation and/or drencher

and/or fire suppression or extinguishing installation or apparatus installed in the Property Insured.

This insurance does not cover loss or damage occasioned by or through or in consequence of:-

- a) explosion, the blowing up of buildings or blasting
- b) the order of any authority
- c) heat caused by fire
- d) repairs or alterations to the buildings or premises
- e) the automatic sprinkler installation being either repaired, removed or extended.

No liability shall attach if the Property Insured or containing the Property Insured becomes unoccupied and so remains for a period of more than thirty (30) days unless the Insured obtains the sanction of the Company signified by endorsement upon the Policy.

Special Conditions:

- a) The Insured shall at all times during the currency of this Policy take all reasonable steps to maintain in proper working order the installation of Automatic Sprinklers, including the Automatic Alarm signal.
- b) The Company shall not be responsible for loss or damage which may occur after notice has been given to the Insured by the Company that Sprinkler Installations is/are liable to accident by reason of defective construction or condition nor if the Insured is himself aware of defect in construction or condition.

12. LANDSLIP AND SUBSIDENCE

Loss or damage to the Property Insured caused by landslip or subsidence and/or heave of the site on which the buildings stand or land belonging thereto, excluding:-

- a) in respect of each and every loss the amount stated in the Schedule.
- b) loss or damage to swimming pools, terraces, patios, drives, footpaths, walls, gates or fences unless the building, its outbuildings or garages are damaged by the same cause and at the same time.
- c) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the Property Insured are damaged by the same cause and at the same time.
- d) loss or damage occasioned by happening through, or in consequence of:
 - * coastal or river erosion.
 - * demolition, structural alteration or structural repair.
 - * defective design or inadequate construction of foundations.

13. SMOKE DAMAGE

Loss or damage to the Property Insured by fire or otherwise directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, and while in or on the described premises but not smoke from fire-places or industrial apparatus, excluding:-

- a) in respect of each and every loss the amount stated in the Schedule

14. SPONTANEOUS COMBUSTION

Loss or damage to the Property Insured caused by its own spontaneous fermentation, heating or combustion.

GOODS AND SERVICES TAX IMPACT ON CLAIMS SETTLEMENT

Claims Settlement

We will pay your claim inclusive of the GST on items which are taxable supplies, up to the limit of the Sum Insured.

In the event that you are entitled to claim for the Input Tax Credit and if we make a payment under this policy as compensation to you, we will reduce the amount of the payment by deducting your Input Tax Credit entitlement irrespective of whether you have or have not claimed the Input Tax Credit, up to the limit of the Sum Insured.

Determining the adequacy of the Sum Insured

If the subject matter hereby insured (inclusive of the GST) shall, on the happening of an insured peril, be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss accordingly. Every insured item, if more than one, of the policy shall be separately subject to this condition.

In the event that you are entitled for the Input Tax Credit on each of the insured item(s), the value as stated above will be reduced by deducting your Input Tax Credit entitlement in determining the adequacy of the Sum Insured.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic

sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

POLICY OWNERS PROTECTION SCHEME

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

PREMIUM WARRANTY

Payment Before Cover Warranty (For Non-Corporate Insured)

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the inception date (the "Inception Date") of the coverage under the Policy, Renewal Certificate, Cover Note or Endorsement.

2. In the event that the total premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) on or before the Inception Date referred to above, then the Policy, Renewal Certificate, Cover Note and Endorsement shall not attach and no benefits whatsoever shall be payable by the Company. Any payment received thereafter shall be of no effect whatsoever as cover never attached on the Policy, Renewal Certificate, Cover Note and

Endorsement.

3. In respect of insurance coverage with Free Look provision, the Insured may return the original policy document to the Company or intermediary within the Free Look period if the Insured decides to cancel the cover during the Free Look period. In such an event, the Insured will receive a full refund of the premium paid to the Company provided that no claim has been made under the insurance and the cover shall be treated as if never put in place.

4. In the event that any of the above mentioned premium due is not paid in full to the Company as described in the manner and within the time stipulated above (the "premium warranty period"), the cover under this Policy, Renewal Certificate or Cover Note shall be deemed to have terminated from the expiry of the premium warranty period and the Company shall be discharged from all liability therefrom but without prejudice to any liability incurred before that date and the Company will be entitled to a pro-rata time on risk premium plus prevailing Goods & Services Tax.

Condition Precedent (For Corporate Insured)

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

a) for the risk insured, the Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or

b) if the Insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:

i) the Insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and

ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the Insured to the Company before cover incept.

Premium Payment Warranty (For Corporate Insured)

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within sixty (60) days of the:

a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.

2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the sixty (60) day period referred to above, then:

a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the expiry of the said sixty (60) day period;

b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and

c) the Company shall be entitled to a pro-rata time on risk premium.

3. If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.

NOTICE

For all intents and purposes where there is a conflict or ambiguity as to the meaning in provisions of other languages of any part of the Contract, it is hereby agreed that the English version of the Contract shall prevail.

THIS POLICY AND ITS CONDITIONS SHOULD BE EXAMINED AND IF INCORRECT, RETURNED AT ONCE FOR ALTERATION.