



# Essential Home

## Important Customer Information

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### Section 1 - Summary of cover and other significant matters

By way of summary, the principal covers available are:

- cover for loss of or Accidental damage to Your insured Contents including Home Renovations, Fixtures and Fittings, caused by one of the Defined Events occurring during the Period of Insurance;
- cover for legal liability You, Your Partner and Dependent Child(ren) incur for Accidental Death or Accidental Injury to any other persons or Accidental damage to any other person's property.

Optional add-ons as illustrated under Section 4 - Optional Add-ons Benefits will only be applied to Your cover if You have subscribed to them, if otherwise, these benefits will not be applicable to Your cover.

We only provide cover up to the amount(s) and limits and Sum(s) Insured specified in Your Policy and subject to its other terms, conditions and exclusions. All amounts insured include GST.

An Excess may apply when You make a claim. An Excess is the part of a claim You must bear and is payable for each occurrence covered by this insurance. An occurrence is one or a series of occurrences arising out of one cause. When an Excess applies We will reduce the amount We pay by the amount of the Excess or We will ask You to pay it.

The type and amount of Excess is shown in Your Policy (usually in this document and Your Policy Schedule). We agree on the amount of the Excess(es) with You when You apply for this insurance and the Excess may vary according to where You live and Your insurance history.

If You do not adequately insure Yourself for Your potential loss, You may have to bear the uninsured proportion of any loss Yourself.

We only cover Your interest in the insured property unless We specifically include cover for the interest of a third party.

We may refuse to pay or reduce the amount We pay under a claim in certain circumstances. In particular:

- where an exclusion applies;
- if You do not comply with the terms and conditions of Your Policy;
- if You do not comply with Your Duty of Disclosure or make a misrepresentation; or
- if You make a fraudulent claim.

We also may cancel Your Policy due to failure to comply with a condition, a breach in Your Duty of Disclosure or in certain circumstances permitted by law.

### Cost of the insurance

The insurance provided is subject to Your payment to pay the Premium We require by the agreed time. Your Premium also includes amounts payable in respect of

compulsory government charges (GST). The amount may vary according to a number of factors such as where You live and Your insurance history.

When You apply for this insurance, You will be advised of the total amount payable. The amounts due will be clearly set out in Your Policy Schedule.

### **Free Look Rights**

You have fourteen (14) days after You receive Your Policy Wording and Policy Schedule to decide whether the Policy meets Your needs. You may cancel Your Policy by giving Us notice within these fourteen (14) days. We will cancel Your Policy from the Commencement Date and refund in full the premium You have paid to Us, provided that You have not made a claim during the review period.

### **How to make a claim**

Section 9 - Claims tells You what You need to do. Before We pay any claim, We require evidence as to the extent of loss or damage. Please ensure that, where possible, You keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

Any claim settlements, up to the total of all amounts insured, will include GST.

For any claims submission or inquiry, kindly contact Us at our Claim Assistance (+65 6398 8028 - Mondays to Sundays, 8.30am to 10.00pm) or via Claims.SG@chubb.com.

### **Our contact details**

If You or Your adviser need to contact Us, have any questions or would like any further information regarding this insurance, contact Us using the contact details provided in this document.

### **The Agreement Between You And Us (Your Policy)**

In return for Your payment of the Premium or Your agreement to pay it to Us within the time We require, We agree to indemnify You against loss, damage or liability caused by a covered event occurring during the Period of Insurance, subject to the terms, conditions and exclusions of Your Policy.

#### **1.1 Cover under Your Insurance Policy**

##### **Who and What is insured?**

You are insured for the Event(s) subject to the terms, conditions and exclusions of Your Policy.

##### **What are the Eligibility Requirements?**

To be eligible for the Paid Cover:

- You are the owner or co-owner of the Premises in Singapore; or
- You are permanently residing in the Premises in Singapore; or
- You are a tenant or co-tenant who is currently renting the Premises in Singapore; and
- You have fully paid your premium.

#### **1.2 Definitions**

In Your Policy some words have a special meaning (whether expressed in the singular or the plural) and We define them below. To assist You the following words have been printed in Title case wherever they appear in Your Policy.

**Account Funds** means funds from any personal account or credit line that You, Your family member, and with Your authority, Your Employee may access, provided each user with access has complied with the terms and conditions of

the personal account or credit line. Account Funds does not mean or include Bitcoin, Cryptocurrencies or any other electronic currency not authorised by a sovereign government as part of its currency.

**Accident or Accidental** means a sudden, unforeseen, fortuitous and unintended event.

**Accidental Injury** means a bodily injury resulting from an Accident and which is not an illness and which:

- (a) is caused by violent external and visible means; and
- (b) occurs during the Period of Insurance; and
- (c) results within one hundred and eighty (180) days of the Accident; and
- (d) results solely and independently of any causes other than:
  - i. the Accident; and/or
  - ii. sickness directly resulting from medical or surgical treatment rendered necessary by the Accident; and
- (e) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an Accident.

**Accidental Death** means death occurring:

- (a) as a result of an Accidental Injury; and
- (b) within one hundred and eighty (180) days of the Accident causing the injury and includes Disappearance.

**Accidental Property Damage** means:

- (a) physical damage to, destruction of or loss of tangible property including the loss of use thereof at any time resulting from an Accident; or
- (b) loss of use of tangible property which has not been physically damaged or destroyed, provided such loss of use is caused by physical damage of other tangible property due to an Accident.

**Annual Policy** means You are paying an annual premium, and Your Period of Insurance is one (1) year from the Commencement Date or the latest Renewal Date whichever is later.

**Building** means the following:

- residential building;
- domestic outbuildings;
- fixed coverings to walls, floors and ceilings;
- services, which includes the supply of electricity and water;
- items built in or fixed to the building; and
- blinds or awnings on the outside of the building.

**Business** means any business, trade, profession, occupation, commercial or income earning activity but it does not mean tenancy of the Building, employment, trade, or any activity intended to realise a benefit or financial gain engaged in on a full-time, part-time or occasional basis.

**Contents** mean Your:

- carpets, internal blinds and curtains. We will pay only in the room, hall or passage where loss or damage occurred;
- computer systems and their accessories and photographic equipment and their accessories at the Premises;
- clothing;
- swimming pools and spas not permanently fixed;
- furniture and household goods;
- Personal Effects up to a maximum of S\$1,000 per item, up to Sum Insured as specified in Your Policy Schedule. We will not pay for the first S\$250 for each and every claim made on the Policy;

- Home Renovations, Fixtures and Fittings up to the maximum Sum Insured as specified in Your Policy Schedule during any one Policy year;
- if You are a tenant, fixture and fittings belonging to the landlord for which You are legally liable or which have been installed by You when the Contents Sum Insured is not otherwise exhausted;
- fine art, paintings, antiques and curios and other bona fide works of art up to S\$250 for any one article or such other amount for Specified Contents specified in Your Policy Schedule, and up to a maximum 5% of the Contents Sum Insured for any one claim;
- Valuables up to S\$1,000 for any one article, set or collection and/or up to a maximum of 30% of the Contents Sum Insured for all articles, sets or collections, but only whilst at the Premises. We will not pay for the first S\$250 for each and every claims made on the Policy;
- sporting and fishing equipment and pedal cycles at the Premises and not being used, whilst securely locked, up to a maximum sum insured as specified in Your Policy Schedule for any one claim; or
- surfboards, sailboards, surf skis, canoes or kayaks.

“Content(s)” are not:

- birds, fishes and animals;
- motorised land vehicles and their attached accessories including motor vehicles, trucks, motorcycles, personal mobility devices, motorised golf buggies, ride on mowers and motorised wheelchairs;
- watercraft;
- jet skis;
- aircraft or aerial devices, excluding non-pilotable model aircraft or toy kites;
- any conveyance designed to travel on an air-cushion over surface of land or sea;
- stock, money and stamps belonging to Your Business;
- precious stones (being unset gems);
- property of tenants, roomers, boards or paying guests;
- caravans and trailers;
- trees, shrubs and other plant life, except when growing in pots;
- firearms which are not registered or not stored in accordance with relevant legislation;
- any items related to Your Business; or
- any items belonging to any other person which is under Your care, custody or control.

**Commencement Date** means the original inception date of cover shown on Your Policy Schedule.

**Compensation** means monies paid or payable by You for Accidental Death or Accidental Injury pursuant to:

- court judgment; or
- settlement with the consent of Chubb including any Defence Costs.

“Compensation” does not include:

- aggravated, punitive or exemplary damages; or
- fines or penalties imposed by law (including civil penalties); or
- any matters which are deemed uninsurable under the law.

For the avoidance of doubt, Compensation as defined above shall be read specific to Section 5 of this Policy.

**Covered Expenses** mean cyber financial loss expenses, and cyber personal protection expenses as defined under this Policy.

**Cyber Attack** means the following malicious or fraudulent acts:

- unauthorised access to or use of Electronic Data Processing Property;
- alteration, corruption, damage, manipulation, misappropriation, theft, deletion, or destruction of Electronic Data Processing Property;
- transmission or introduction of a computer virus or harmful code, including ransomware, into Electronic Data Processing Property; or
- restriction or inhibition of access targeted at or directed against Electronic Data Processing Property.

“Cyber Attack” does not mean the following:

- human operating error or omission, including the choice of the program used, an error in setting parameters or any inappropriate single intervention by You, a family member, or a third party providing services to You;
- mistakes in legitimate electronic code or damage from code installed on Your Electronic Data Processing Property during the manufacturing process, upgrade process, or normal maintenance; or
- any electrical or mechanical failure or interruption, electrical disturbance, surge, spike, brownout, blackout, or outages to electricity, gas, water, telecommunications or other infrastructure.

**Cyber Breach of Privacy Occurrence** means theft, loss, or unauthorised use or access of Your or a family member’s Personal Information first discovered during the policy period arising out of a Cyber Attack which results in the publication of Your or a family member’s Personal Information that:

- defames the character of You or a family member;
- compromises the security of Your residence, or puts You or a family member at physical risk; or
- leads to:
  - i. wrongful termination;
  - ii. false arrest;
  - iii. wrongful discipline of You or a family member by a governing official or body of a primary or secondary school, institution of higher education, or private school; or
  - iv. debilitating shock, mental anguish, or mental injury, as diagnosed by a licensed physician, psychologist or other authorised mental health professional (other than you or a family member), leading to the inability of you or a family member to attend school full-time or work for more than one week.

**Cyber Bullying Occurrence** means two or more similar or related acts of harassment or intimidation, including defamation of character, invasion of privacy, or threats of violence first discovered during the policy period:

- committed against You or Your family members;
- by computer, telephone, portable device (such as a smartphone, electronic tablets or handheld computers), or any similar electronic device or means, first committed within the policy period; and
- resulting in:
  - i. wrongful termination;
  - ii. false arrest;
  - iii. wrongful discipline of you or a family member by a governing official or body of a primary or secondary school, institution of higher education, or private school; or
  - iv. debilitating shock, mental anguish, or mental injury, as diagnosed by a licensed physician, psychologist or other authorised mental health professional (other than You or a family member), leading to the inability of You or a family member to attend school full-time or work for more than one week.

**Cyber Disruption Occurrence** means loss first discovered during the policy period arising out of a Cyber Attack which results in the interruption of continuous, normal operation of Your:

- electronic household management systems, where such interruption:
  - i. denies you or a family member access to your residence; or
  - ii. would make your residence uninhabitable.
- Incidental Business at Home.

**Cyber Financial Loss Occurrence** means one or more similar or related acts first discovered during the policy period, which arise out of a Cyber Attack and result in theft of your or a family member's personal Account Funds from a Financial Institution, without your knowledge, your family's knowledge, or the knowledge of your Employee who is authorised to access the financial account from which the theft occurred.

"Cyber Financial Loss Occurrence" does not include any Cyber Attack on the Financial Institution(s) where You or a family member maintain funds of any kind, where the Cyber Attack is directed at the Financial Institution as a whole and not directed at Your or Your family members personal Account Funds, even if You or Your family members personal Account Funds are compromised as a result. In addition, "Cyber Financial Loss Occurrence" does not include the following, regardless of whether it results from a Cyber Attack:

- a payment or transfer of your personal Account Funds by You, Your family member, or Your authorised Employee; or
- credit card charges or loans obtained in Your or Your family member's name.

**Defined Event(s)** means the Defined Event(s) listed in the Defined Events section.

**Dependent Child(ren)** means Your unmarried child(ren) (including step or legally adopted children) who is/are Singapore Resident and must be between the age of six (6) months and eighteen (18) years old or up to and including twenty-five (25) years old whilst he/she/they is/are full-time student(s) at an accredited institution of higher learning and primarily dependent upon You for maintenance and support.

**Defence Costs** mean legal costs and disbursements and related expenses incurred in:

- (a) defending any proceedings;
- (b) conducting any claim for contribution or recovery; or
- (c) investigating, avoiding or reducing or settling a claim, incurred by:
  - i. You with the written consent of Chubb; or
  - ii. Chubb after it has assumed conduct of any proceedings.

"Defence Costs" does not include any of Your internal or overhead expenses or the cost of Your time.

**Electronic Contents** mean non-recoverable purchased eBooks, software, application software (apps), and photo, video, music, and movie files.

**Electronic Data** means information, concepts, knowledge, facts, or instructions which are stored digitally.

"Electronic Data" does not mean tangible property, nor is tangible property Electronic Data.

**Electronic Data Processing Property** means:

- Electronic Data processing equipment, and their accessories;
- portable electronic devices such as smartphones, electronic reading devices, tablets, handheld or wearable computers, or similar devices;
- software;
- Electronic Contents; or
- Electronic Data, including the capacity of Electronic Data to be stored, processed, or transmitted over the Internet.

"Electronic Data Processing Property" does not include Your or a family member's use of a cloud storage or any other virtual storage, backup or maintenance facilities, which are operated by a third party provider, even if any of the above listed Electronic Data Processing Property is compromised, damaged, lost or destroyed as a result of the failure of or a

cyber disruption to such cloud storage or other virtual storage, backup or maintenance facilities.

**Employee** means a natural person who:

- is in Your regular service in the ordinary course of Your incidental business, whether temporary, permanent, full-time, part-time or seasonal; and
- is governed and directed by, and reports directly to, You in the performance of such service; and
- is compensated by You through salary, wages or commissions.

“Employee” does not include any other natural person that You may consider or refer to as an employee that is not employed in the regular course of Your incidental business, even if You pay or have a financial arrangement with such other natural person for their services, including but not limited to household cleaning staff, chef and/or food preparation staff, nanny and/or a childcare provider, and any other household maintenance staff who maintains Your home and property.

**Employment Practices** mean 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 of any person by You.

**Excess** means the amount of money which You must pay if You have a claim. It applies to each occurrence. Should more than one excess appear on Your Policy Schedule then the highest excess only shall apply. For earthquake claims, only one excess applies to all loss or damage occurring within 72 hours of the earthquake.

**Family Members** mean Your: (i) Dependent Children, and (ii) Partner and/or parents who permanently reside with You at the address registered with Us as Your permanent residence.

**Financial Institution** means a bank, savings association, credit union, credit institution or company issuing credit, or any other person or entity that is regulated and/or insured in Monetary Authority of Singapore and directly or indirectly holds Account Funds belonging to You or a family member.

**Flood** means the inundation of normally dry land by water escaping or being released from the normal confines of any natural water course, lake, reservoir, canal or dam.

**GST** means Goods and Services Tax.

**Home Renovations, Fixtures and Fittings** mean any fixture, installation or addition for improvement, decoration or betterment and annexed to and comprising part of the Building installed by You that are not otherwise insured by the Management Corporation or another insurance policy.

**Incidental Business at Home** is a business activity conducted by You in whole or in part on Your residence premises which must:

- not yield gross revenues in excess of S\$15,000 in any year;
- have no Employees subject to any workers’ compensation, disability benefits, unemployment compensation, or other similar laws;
- conform to local, state, and federal laws.

**Insured Person** means the person named as the policyholder in Your Policy Schedule.

**Lease** means the written and enforceable rental agreement between You and the Tenant that provides for:

- the term of the rental period for a period of at least three months; and
- the amount of Rent payable.

**Like Categories** mean characteristics of the insured risk that are similar in nature including but not limited to age, gender, claims experience, and occupation classification that are used for calculating and determining the premiums.

**Malicious Damage or Vandalism** means a wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the property. This does not include:

- tenant neglect, carelessness, poor housekeeping or unhygienic living habits;
- damage occurring during maintenance operations carried out by the tenant or anyone acting on their behalf;
- damage as a result of repairs, or attempted repairs, carried out by the tenant or anyone acting on their behalf;
- damage caused by the failure of Your tenant to control their Dependent Child(ren);
- damage caused by pets belonging to Your tenant;
- accidental damage or accidental loss; or
- scratching, denting, chipping, rubbing or chaffing.

**Monthly Policy** means You are paying a monthly premium, and Your Period of Insurance is one (1) month from the Commencement Date or the latest Renewal Date whichever is later.

**Occurrence** means

- (a) a loss or incident to which this insurance applies occurring within the policy period. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one occurrence. An occurrence or series of related occurrences is considered to be one occurrence, even if an occurrence or series of related occurrences continues into a subsequent policy period; or
- (b) an event covered under Section 5, including continuous or repeated exposure to substantially the same general conditions which results in Accidental Death, Accidental Injury and/or Property Damage neither expected nor intended from Your standpoint. All events of a series consequent on or attributable to one source or original cause are deemed one Occurrence; or
- (c) For all occurrences covered under Section 4.5.2, any acts committed as part of a Cyber Attack, and:
  - i. committed by any person or group of persons acting in concert; or
  - ii. in which any person or group of persons is involved or implicated, are considered to be one occurrence, even if a series of similar or related acts occurs over multiple policy periods.

**Open Air** means an area of the Premises which is not fully enclosed by walls and a roof or not fully capable of complete closure and includes but is not limited to the following areas:

- a veranda, porch, gazebo or carport; or
- any open area within the land boundaries of the Premises.

**Partner** means spouse or de-facto with whom You have been living permanently.

**Period of Insurance** means

- (a) in the case of a Monthly Policy, one (1) month from the Commencement Date or the latest Renewal Date whichever is the later; or
- (b) in the case of a Annual Policy, one (1) year from the Commencement Date or the latest Renewal Date whichever is the later.

**Personal Information** means the following non-public or private Personal Information:

- a natural person's name, mailing address, email address, telephone number, social security number, medical or healthcare data, biometric records, other protected health information, driver's license number, or state identification number;
- personal bank card, credit card, debit card or account numbers in combination with associated security codes, access codes, passwords or pins, or account histories;
- emails, text messages, voice or other electronic or digital messaging, Internet browsing history, or personal photos or videos that can reasonably be assumed to remain private.
- "Personal Information" does not include publicly available information that is lawfully made available to the general public.

**Personal Effects** mean any of Your personal belongings which was physically carried or worn by You at the time of loss or damage, but shall exclude cash or any medium by which pre-payment is required or money is debited or credited via electronic means.

**Policy** means Our Agreement with You which is made up of this document, Your enrolment for insurance, Your Policy Schedule, and any endorsements or other documents We give You in writing.

**Policy Schedule** will contain important information relevant to Your insurance including the Period of Insurance, Your Premium, details of Your property, the Excess(es) that will apply and whether any standard terms have been varied by way of endorsement.

**Policy Wording** means this document.

**Premises** mean the residential address shown in Your Policy Schedule where the Contents are located.

**Premium** means the amount You have to pay Us (inclusive of all GST) for Your insurance.

**Rent** means the amount paid or payable under the Lease in respect of rental at the time of the loss or damage.

**Renewal Date** means:

- (a) in the case of a Monthly Policy, one (1) month from the Commencement Date and subsequently, the same day of each successive month; or
- (b) in the case of a Annual Policy, one (1) year from the Commencement Date and subsequently, the same day of each successive year.

**Storm** means a violent disturbance of the atmosphere, including strong winds which may be accompanied by lightning, rain, sleet and hail.

**Sum Insured** means the relevant sum insured for each of the following as specified in Your Policy Schedule or Your Policy. The Sum Insured, or any other amount stated in Your Policy and any claim settlements, include GST.

**Tenant** means an individual who signs a Lease with You.

**Theft** means the unlawful and unauthorised taking of property with the intention to permanently deprive the owner of it, but excluding theft, attempted theft or burglary:

- (a) by You or any person who is living with You at the Premises;
- (b) by tenants, roomers, boarders or paying guests and their visitors;
- (c) by any person who entered the Premises with Your consent or the consent of any person who is living with You at the Premises;
- (d) of money and negotiable instruments of any kind unless there is visible evidence of forcible and violent entry at the Premises;
- (e) from any unlocked motor vehicle at the Premises; and
- (f) from unlocked garages or storage areas of homes, residential flats, units and the like or common areas of residential flats, units and the like and any area of the Premises which is not fully enclosed by walls and a roof or not capable of complete closure and includes but is not limited to the following areas: a veranda, porch, gazebo, carport or any open areas within the land boundaries within the Premises.

**Terrorism** means an act, including but not limited to, the use of or threat of, force or violence 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) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to coerce, influence or intimidate any government and/or the public or any section of the public.

**Total Loss** means the condition of the contents in the Insured property after it is damaged or destroyed being to such an extent that it cannot be repaired to equal its condition prior to the loss and for which We decide to pay You the full Sum Insured for the relevant insured property.

**Uninhabitable** means loss occurring that renders the Premises to be not safely inhabited and will require a period of time necessary, minimally exceeding 24 hours, for the reinstatement of the Premises to be inhabitable.

**Valuables** mean Contents which are articles of jewellery, watches, furs and platinum, gold or silver articles or other precious metal.

**Valuable Document(s)** means Your passport, driving licence, identity card, birth certificate and/or marriage certificate.

**We, Us and Our** means the insurer, Chubb Insurance Singapore Limited.

**You and Your** means the Insured Person who is named in the Policy Schedule.

## Section 2 - Loss and Accidental damage to Contents

### 2.1 Benefits

We will cover You for loss of or damage to Your Contents which are in the Premises and where the loss or damage is caused by any of the Defined Events occurring during the Period of Insurance.

### 2.2 Defined Events

The following are the Defined Event(s) for which cover is provided under:

#### (a) Fire, explosion, lightning or thunderbolt

Excluding loss or damage caused by:

- i. arcing, sparking, scorching or heat damage where there is no flame; or
- ii. irregularities in the power supply unless there is visible evidence of a lightning strike.

#### (b) Earthquake

You are covered for loss or damage caused by earthquake. This loss or damage must occur to Your Building and/or Contents within 72 hours of the earthquake to be considered one occurrence.

#### (c) Theft, attempted theft or burglary (see Definitions)

#### (d) Bursting, leaking, discharging or overflowing

We will pay for loss or damage caused by the bursting, leaking, discharging or overflowing of fixed guttering, fixed tanks, fixed pipes, waterbeds or other fixed apparatus used to hold or carry liquid of any kind. We will not pay for:

- i. the cost of repair or replacement of the damaged or defective part or apparatus including waterbeds;
- ii. loss or damage due to faulty or porous shower recesses or cubicles;
- iii. any additional cost necessary to match existing décor;
- iv. the cost of repair or replacement of structural defects and faulty design;
- v. loss or damage caused as the result of the gradual escape of liquid over a period of time where You or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid;
- vi. loss or damage due to lack of maintenance, wear and tear or neglect; or
- vii. the first S\$250 of each and every loss.

#### (e) Acts of Malicious Damage or Vandalism (see Definitions)

Excluding Malicious Damage or Vandalism by:

- i. You or any person who is living with You at the Premises;
- ii. tenants, roomers, boarders or paying guests and their visitors; or
- iii. any person who entered the Premises with Your consent or the consent of any person who is living with You at the Premises.

**(f) Storm (see Definitions), hurricane, typhoon, flood**

Excluding loss or damage caused:

- i. to free standing walls and retaining walls whether they form part of the Building or not;
- ii. to a glass house, greenhouse or conservatory whether constructed principally of glass or not;
- iii. by water, hail or wind entering the Building or Building at the Premises, through an opening made for the purpose of construction, demolition, alteration or repair irrespective of the value of such work;
- iv. to gates and fences; or
- v. as a result of structural defects, faulty workmanship in the construction of the Building at the Premises, faulty design of the Building or Your failure to adequately maintain the Building at the Premises.

**(g) Impact**

We will pay for loss or damage caused by the impact of:

- i. aircraft or space debris or debris from an aircraft, rocket or satellite;
- ii. any road vehicle or watercraft not operated by You, member of Your family or Your Employee, except impact on paving, paths, driveways or any services, whether underground or not;
- iii. a falling tree or branch but not when caused by the lopping or felling of trees at the Premises; and
- iv. television or radio masts or aerials or antennae that have broken or collapsed but not the damage to the television or radio masts or aerials or antennae.

**(h) Riot or civil commotion**

We will pay for loss or damage caused by acts of riot or civil commotion including any lawfully constituted authority in connection with these events where the resulting loss or damage is directly caused thereby notwithstanding the provisions of General Exclusions.

(Please also refer to the other exclusions of Your Policy as they affect the definitions of the above Defined Event(s)).

For the purpose of this Section, the definition “You” and “Your” shall include the policyholder’s Partner and their Dependent Child(ren) who reside permanently with the policyholder.

**2.3 Claims conditions specific to Section 2**

- (a) We will, at Our option, where it is determined by Us that the claim is payable under this Section:
  - i. repair or replace the damaged contents or pay You the reasonable cost of repair or replacement thereof; or
  - ii. pay You up to the Contents Sum Insured as taking into account the relevant limits that apply to particular contents as specified in Your Policy Schedule.
- (b) Pairs, Sets and Parts

If loss or damage occurs to an item, which is part of a pair, set, system, collection or larger unit, We will only pay the value the item itself has as a proportion of the combined pair, set, system, collection or larger unit. We will not pay any allowance for any special value that the item may have in forming part of a pair, set, system, collection or larger unit or for any reduction in the value of the remaining part or parts.
- (c) We will pay for the damaged portion of fixed coverings to walls, floors and ceilings only in the room, hall or passage where the loss or damage occurred.
- (d) You will need to bear any applicable Excess.

**2.4 Exclusions applicable to Section 2**

We will not pay for loss or damage to Contents:

- (a) left in a motor vehicle or watercraft;
- (b) whilst in transit, with exception to Personal Effects;

- (c) whilst in transit to or stored in any commercial storage facility or furniture repository;
- (d) whilst in transit to or stored in any exhibition, auctioneers room, museum, art gallery or when being consigned;
- (e) when sent by courier or by post; or
- (f) left in the Open Air.

### Section 3 - Additional Benefits

#### 3.1 Accidental breakage of mirror and glass

We will pay for Accidental breakage of:

- 1) mirrors or glass that is part of your furniture;
- 2) fixed and unfixed glass table tops if the breakage extends all the way through the entire thickness of the damaged item,

up to the maximum Sum Insured specified in Your Policy Schedule.

We will not pay for:

- (a) glassware, crystal, ornaments, vases, lamps, crockery or china;
- (b) a picture tube or screen in a television or electronic visual display unit;
- (c) a ceramic or glass cooking top;
- (d) glass in a picture frame, hand held mirror, painting, radio set or clock;
- (e) any item of travertine whether fixed or unfixed, tiles, bench tops, spas or hot tubs;
- (f) glass in any glasshouse, conservatory or greenhouse;
- (g) mobile cellular telephones;
- (h) any items which were wholly or partly in a defective condition at the time of the breakage; or
- (i) any porcelain or marble or granite or fibreglass whilst in a fixed shower base, basin, sink, bath, lavatory pan or cistern.

#### 3.2 Alternate accommodation

If the Premises becomes Uninhabitable following loss or damage covered by Section 2.2 occurring during the Policy Period, We will reimburse the cost of alternate accommodation for up to three (3) months or the period it takes to make the Premises habitable, whichever is lesser.

The maximum amount We will pay is the Sum Insured specified in Your Policy Schedule, capped at maximum of S\$100 per day, if the Premises is owned and occupied by You as Your principal place of residence.

### Section 4 - Optional Add-ons Benefits

#### 4.1 Loss of Valuable Documents and Money (optional add-on)

In the event of theft of Your Valuable Documents and personal money with visible evidence of actual violent and forcible entry at the Premises, during the Period of Insurance, we will reimburse You loss of these items.

The maximum amount We will pay is the Sum Insured specified in Your Policy Schedule, if the Premises are owned or tenanted by You as Your principal residence.

We will not pay for:

- (a) losses which are not reported to the police;
- (b) money losses other than in circumstances involving actual violent and forcible entry at the Premises; or
- (c) money belonging to Your employer or relating to any business or commercial venture.

#### **4.2 Replacement of locks and keys due to Theft (optional add-on)**

If the keys to external doors or window locks are stolen or locks are damaged due to an attempted or actual violent and forcible entry or break in at the Premises, during the Period of Insurance, We will pay the reasonable and necessary costs of replacing the external locks, keys or cylinders locks.

The maximum amount We will pay is the Sum Insured specified in Your Policy Schedule, if the Premises are owned or tenanted by You as Your principal residence.

#### **4.3 Loss or Accidental Damage to personal belongings - worldwide coverage (optional add-on)**

We will pay up to the amount specified in Your Policy Schedule, up to the sublimit specified in Your Policy Schedule per item, for damage to or loss or Accidental damage to personal belongings - worldwide coverage.

We will not pay for the first S\$250 for each and every claim made on the Policy.

##### *4.3.1 Claims conditions specific to Section 4.3*

- i. We will, at Our option, where it is determined by Us that the claim is payable under this section:
  - repair or replace the damaged Personal Effects or pay You the reasonable cost of repair or replacement thereof; or
  - pay You up to the Personal Effects Sum Insured, taking into account the relevant limits that apply.
- ii. Pairs, Sets and Parts

If loss or damage occurs to an item, which is part of a pair, set, system, collection or larger unit, We will only pay the value the item itself has as a proportion of the combined pair, set, system, collection or larger unit. We will not pay any allowance for any special value that the item may have in forming part of a pair, set, system, collection or larger unit or for any reduction in the value of the remaining part or parts.

##### *4.3.2 Exclusions applicable to Section 4.3*

We will not pay for loss or damage as a result of:

- (a) wear and tear, depreciation, the process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause;
- (b) electrical or mechanical breakdown;
- (c) consequential loss or damage of any kind whatsoever;
- (d) Personal Effects being carried or worn as part of business or professional use;
- (e) Personal Effects, which may be ordinarily carried on Your person or worn by You, but which were (temporarily or otherwise) not carried on Your person nor worn by You at the time of loss or damage;
- (f) mysterious disappearance; or
- (g) misplacement.

#### **4.4 Loss or Accidental Damage to sporting equipment (optional add-on)**

We will pay up to the amount specified in Your Policy Schedule for damage to or loss of sport equipment, as defined under the Contents section of this policy, whilst stored in Your home at the time of loss and as a result of the Defined Events listed in the Contents section of this policy.

Please note this benefit supersedes the Personal Effects sublimit specified in Your Policy Schedule and cover is not applicable for sporting equipment whilst in use.

#### **4.5 Residential Cyber - Family cover (optional add-on)**

##### *4.5.1 Cyber Financial Loss Benefit*

We will pay for cyber financial loss expenses You or a family member incurs solely and directly as a result of a Cyber Financial Loss Occurrence. The maximum amount of coverage per policy period for Cyber Financial Loss Coverage is shown in the Coverage Summary. All amounts of coverage under Cyber Financial Loss Coverage are subject to the maximum aggregate amount of coverage per policy period for Cyber Protection Coverage.

“Cyber financial loss expenses” means the reimbursement of non-recoverable Account Funds and any of the following reasonable and necessary costs incurred by You or a family member related to a Cyber Financial Loss Occurrence:

- (a) damages or expenses for which You or a family member becomes legally liable to a third party for, which arises directly out of the loss of Your or a family member’s identity and subsequent theft or fraud;
- (b) salary lost due to time off from work for You or a family member to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel during the first 60 days after discovery of an act committed as part of the Cyber Financial Loss Occurrence, up to a maximum sum insured as specified under Your policy schedule for each Cyber Financial Loss Occurrence, in excess of any other valid and collectible benefits including disability insurance, workers’ compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans; or
- (c) with Our consent, attorney fees, up to a maximum of 20% of the maximum sum insured as specified under Your policy schedule per policy period for Cyber Financial Loss Coverage shown in the Coverage Summary for:
  - the defense of You or a family member against a lawsuit(s) related to the Cyber Financial Loss Occurrence by a business or a collection agency;
  - the removal of criminal or civil judgements related to the Cyber Financial Loss Occurrence wrongly entered against You or a family member; or
  - any challenge to the information in a consumer credit report for You or a family member.

Financial losses must be reported and verified by local law enforcement and applicable financial and credit organisation to be covered under this portion of the Policy.

The most We will pay per policy period for all cyber financial loss expenses combined is the maximum sum insured as specified under Your policy schedule per policy period for Cyber Financial Loss Coverage.

#### 4.5.2 *Cyber Personal Protection Benefit*

We will pay for cyber personal protection expenses You or a family member incurs solely and directly as a result of a Cyber Breach of Privacy Occurrence, Cyber Bullying Occurrence, or Cyber Disruption Occurrence.

The maximum amount of coverage per policy period for Cyber Personal Protection Coverage for all cyber breach of privacy and Cyber Bullying Occurrences combined is shown in the Coverage Summary. All amounts of coverage under Cyber Personal Protection Coverage are subject to the maximum aggregate amount of coverage per policy period for Cyber Protection Coverage.

“Cyber personal protection expenses” means the necessary, reasonable costs incurred by You or a family member for:

- (a) related psychiatric services for You or a family member, when incurred within 180 days after the earliest date attributable to the start of an occurrence covered under Cyber Personal Protection Coverage;
- (b) related salary lost during the first 60 days after the date You discover or learn of an occurrence covered under Cyber Personal Protection Coverage for You or a family member, up to a maximum sum insured as specified under Your policy schedule per policy period, in excess of any other valid and collectible benefits including disability insurance, workers’ compensation insurance, unemployment compensation, salary and wage continuation, or other similar salary replacement plans;
- (c) for a Cyber Disruption Occurrence only, related replacement, repair, restoration, or recovery of Electronic Data Processing Property which is owned by You or Your family and is damaged, destroyed or rendered unusable as a direct result of the Cyber Disruption Occurrence;
- (d) for a Cyber Bullying Occurrence only, the related temporary private tutoring expenses or any increase in expense for school enrolment if the student (you or a family member) relocates to an alternative but similar school, up to a maximum of 20% of the maximum sum insured as specified under Your policy schedule per policy period for Cyber Protection Coverage shown in the Coverage Summary, when incurred within 60 days

after the earliest date attributable to the start of the Cyber Bullying Occurrence;

- (e) for either a Cyber Breach of Privacy Occurrence or a Cyber Bullying Occurrence only, related temporary relocation expenses for You and your family members, when incurred as a direct result of the Cyber Breach of Privacy Occurrence or the Cyber Bullying Occurrence and within 60 days after the earliest date attributable to such occurrence;
- (f) for a Cyber Disruption Occurrence only, related temporary relocation expenses for You and Your family members, when incurred within 10 days after the earliest date attributable to the start of the Cyber Disruption Occurrence;
- (g) for a Cyber Disruption Occurrence only, related temporary relocation expenses to rent or lease alternative workspace for Your Incidental Business at Home, when incurred within 30 days after the date you discover or learn about the Cyber Disruption Occurrence;
- (h) for either a Cyber Breach of Privacy Occurrence or a Cyber Bullying Occurrence only, legal expenses solely for legal guidance on how to respond to such occurrence:
  - with prior notice and approval by us; and
  - when incurred within one year after an act committed as part of such occurrence; and
  - this does not include any attorney's fees to retain the attorney for legal action or to act on the legal advice in any way, including but not limited to bringing or starting a legal action or lawsuit related to the cyber breach occurrence or Cyber Bullying Occurrence.

The most We will pay per policy period for all cyber personal protection expenses combined is the maximum sum insured as specified under Your policy schedule per policy period for Cyber Personal Protection Coverage, subject to the maximum aggregate amount of coverage per policy period for Cyber Protection Coverage.

Conditions specific to Section 4.5.2

**Duplicate coverages**

The following is added to General Conditions. When both Cyber Protection Coverage and:

- (a) Contents Coverage are shown in the Coverage Summary, and a loss is covered under this coverage part and Your Contents Coverage, Your amount of coverage will equal the total of the applicable coverage under Cyber Protection Coverage and Contents Coverage, subject to the policy provisions.
- (b) Personal Liability Coverage are shown in the Coverage Summary, and a loss is covered under this coverage part and Personal Liability Coverage, Your amount of coverage will equal the total of the applicable coverage under this coverage part and Personal Liability Coverage, subject to the policy provisions.
- (c) Family Protection Coverage are shown, and a Cyber Bullying Occurrence is covered under both parts, We will pay You under the part giving You the most coverage, but not under more than one part.

In no event will We make duplicate payments.

4.5.3 Claims conditions specific to Section 4.5

In case of any loss or claim under this Policy, You or a family member shall perform the following duties that apply:

- (a) In the case of a cyber bullying, cyber disruption, or Cyber Breach of Privacy Occurrence, You or a family member shall notify Us and the applicable law enforcement agency as soon as possible but not later than 30 days after You or a family member first discovers or learns about such occurrence.
- (b) In the case of a Cyber Financial Loss Occurrence, You or a family member shall notify Us, the applicable law enforcement agency, and Your Financial Institution as soon as possible but not later than 30 days after You or a family member first discovers or learns about a Cyber Financial Loss Occurrence.
- (c) You must cooperate with us fully in any legal defence. This may include any association by Us with You in defence of a claim reasonably likely to involve Us.

- (d) At Our request You must submit to Us or cause to be submitted, within 60 days after We request, an affirmative proof of loss with full particulars. Failure to give written proof of loss within this time frame will not invalidate or reduce any claim if notice is given as soon as reasonably possible.
- (e) We have the right to examine separately under oath as often as We may reasonably require You, your family members, any other members of Your household. We may also ask You to give Us a signed description of the circumstances surrounding a loss and to produce all records and documents We request and permit Us to make copies.
- (f) A person making a claim under Cyber Protection Coverage must submit as often as We reasonably require to physical examinations by physicians we select. Any examinations that We require will be done at Our expense.

#### 4.5.4 Exclusions applicable to Section 4.5

These exclusions apply to this part of Your Policy, unless stated otherwise.

- (a) We do not cover any loss resulting from an intentional, malicious or fraudulent act caused by:
  - a covered relative;
  - any guardian or former guardian of You or a family member;
  - an estranged spouse or former spouse of You, a family member, or a covered relative;
  - any domestic partner, estranged domestic partner, or former domestic partner of you, a family member, or a covered relative;
  - any person unrelated to You or a family member who lives with You or has ever lived with You for 6 or more months, other than a domestic Employee, residential staff; or
  - any person acting on behalf of any of the above, whether acting alone or in collusion with others.

We do not cover a loss from a Cyber Bullying Occurrence caused by an employer or co-worker. In addition, cyber bullying losses arising directly or indirectly from pre-existing condition are excluded.

We also do not cover any loss by person(s) acting on behalf of a civil authority.

- (b) We do not cover any expenses arising out of business activities. However, this exclusion does not apply to covered expenses from a Cyber Disruption Occurrence as provided under Cyber Personal Protection Coverage, unless another exclusion applies.
- (c) We do not cover any loss caused by the confiscation, destruction, or seizure of property by or under the order of any government or public authority. But if the confiscation, destruction or seizure of property was ordered by any government or public authority to prevent the spread of fire, we do provide coverage if the loss caused by fire would be covered under this part of Your policy.
- (d) We do not cover loss arising from a false report of cyber bullying, cyber financial loss, cyber disruption, or cyber breach of privacy by You or a family member or any person acting on behalf of You or a family member, whether acting alone or in collusion with others.
- (e) We do not cover any loss arising from any Financial Institution's bankruptcy, insolvency, receivership, liquidation or other financial restructuring or difficulties.
- (f) We do not cover the costs of legal expenses, except as provided under Cyber Financial Loss Coverage, and Cyber Personal Protection Coverage but only for a Cyber Breach of Privacy Occurrence or a Cyber Bullying Occurrence, unless another exclusion applies.
- (g) We do not cover Accidental property damage or Accidental Injury for which You or a family member may become legally liable to others under section 4. However, this exclusion does not apply to covered damages or expenses, as provided under Cyber Financial Loss Coverage, for which You or a family member may become legally liable to a third party arising from loss of Your or a family member's identity and subsequent theft or fraud, unless another exclusion applies.
- (h) We do not cover loss arising from or attributable to any:

- i. dishonest, fraudulent, criminal, malicious or intentional act, error or omission, or any intentional or knowing violation of the law by You or a family member; or
  - ii. activity intended to realise a benefit or financial gain in which You or a family member is not legally entitled.
- (i) We do not cover loss arising out of any act or circumstance that could reasonably be expected to lead to a claim under this part of Your policy and which You or a family member first discovered, or were first made aware of, prior to the effective date of this part of Your Policy.
  - (j) We do not cover any expenses arising out of the pursuit or holding of an elected public office by You or a family member.
  - (k) We do not cover salary lost if the person who lost salary was receiving, or was eligible to receive, workers' compensation, disability benefits, unemployment compensation, or was on personal or medical leave immediately prior to a covered Cyber Financial Loss Occurrence or a covered occurrence under Cyber Personal Protection Coverage.
  - (l) We do not cover any expenses for substance abuse treatments.
  - (m) We do not cover any loss arising out of an occurrence if, at the time of the occurrence, You, Your family member, or your authorised Employee is located at a place where the Ministry of Foreign Affairs of Singapore has issued advice against travelling there prior to Your departure.
  - (n) We do not cover any loss arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance, including while the vehicle is being used for ride sharing in connection with a ride sharing program, for a fee.

“Ride sharing” means the use of any vehicle in connection with a ride sharing program during any time period when the driver is logged into an online-enabled ride sharing application or digital network as a driver, when the driver accepts a requested ride, is en-route to pick up a passenger, or is transporting a passenger until the passenger departs the vehicle.

“Ride sharing program” means a transportation network, service, or any arrangement in which drivers and passengers arrange transportation services, including through an online-enabled ride sharing application or digital network.

## **Section 5 - Personal Liability for your Family - worldwide coverage**

We agree to indemnify You against all sums but up to a maximum amount stated in Your Policy Schedule which You become legally liable to pay to as Compensation in respect of:

- Accidental Death or Accidental Injury; or
- Accidental property damage occurring during the Period of Insurance.

For the purpose of this Section 5 - Personal Liability for your Family - worldwide coverage, the definition “You” and “Your” shall include the policyholder’s Partner and their Family Members who reside permanently with the policyholder.

### **5.1 Exclusions applicable to Section 5**

In addition to the General Exclusions applying to all Sections of Your Policy set out at Section 4 of Your Policy Wording, We will not cover any legal liability directly or indirectly arising out of or in any way connected with the following:

#### **1. Assault of Battery**

Assault and/or battery committed by You or at Your direction. This Exclusion will not apply when such assault and/or battery is committed for the purpose of preventing Accidental Death or Accidental Injury or eliminating danger of Accidental Death or Accidental Injury.

#### **2. Building Alterations**

The construction, erection, alteration, addition, renovation or demolition of any building by You or on Your behalf.

#### **3. Business or Profession**

The conduct of any business or profession or the provision of any services by You other than as owner of the property.

**4. Contractual Liability**

Any obligation assumed under a contract except where that liability would otherwise exist at law in the absence of the contract.

**5. Earth Movement**

Soil or earth movement including erosion, subsidence, landslide or mudslide.

**6. Employers Liability**

- in respect of which You are or would be entitled to indemnity under 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; or
- imposed by the provisions of 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; or
- relating to Employment Practices.

**7. Fines and penalties**

Fines, penalties, punitive, exemplary, liquidated or aggravated damages.

**8. Goods**

Any good manufactured, installed, treated, assembled, processed, sold or supplied by You or by anyone on Your behalf.

**9. Libel or slander**

Any act of libel or slander.

**10. Marine structures**

The ownership, operation or maintenance of any marine structure including any wharf, jetty or pontoon.

**11. Ownership of land or buildings**

The ownership of land or building.

**12. Accidental Death or Accidental Injury to You or Your Family**

Any Accidental Death or Accidental Injury to You, any member of Your family or any other person who normally lives with You.

**13. Professional Liability**

The rendering of or failure to render professional advice or service by You or by anyone on Your behalf.

**14. Property Owned or Under You or Your Family's Control**

Any Property Damage to property:

- owned by You, any member of Your Family or any other person who normally lives with You; or
- under Your legal control or under the legal control of any member of Your family or other person who normally lives with You.

**15. Tobacco and Smoke**

Tobacco, tobacco smoke, or any ingredient or additive present in or used with tobacco.

**16. Vehicles, Trailers, Watercraft and Aircraft**

The ownership, operation, or loading and unloading from or maintenance of any:

- Vehicle;
- caravan or trailer;
- Aircraft or hovercraft; or
- Watercraft.

## 5.2 Limit of Liability

Our liability to indemnify You in respect of Compensation (including Defense Costs) arising from any one Occurrence shall not exceed the sum insured specified in Your Policy Schedule.

Our liability to indemnify You in respect of Compensation (including Defense Costs) arising from all Occurrences in the Policy Period shall also not exceed the sum insured specified in Your Policy Schedule.

## 5.3 Conduct of Defence of Claim

We have the right to negotiate, defend or settle in Your name and on Your behalf any claim brought against You and will have full discretion in the conduct of any proceedings or in the settlement of any claim.

## Section 6 - Chubb 24-hour Home Assistance Services (Chubb Home Assist)

The services provided under Parts (a) to (f) of this Section 6 are by way of referral and arrangement only, and all expenses actually incurred are to be borne by You. We may, at our option, change the scope of services provided under Parts (a) to (f) of this Section 6 and/or the provider of such services by giving You at least one month's prior notice in writing to Your address on file.

### (a) Emergency Nurse Assistance

In the event of an emergency and when requested by You, Chubb Home Assist will assist You by arranging for a registered nurse to be at the Premises.

### (b) Locksmith Referral

In the event that You are locked out of the Premises, Chubb Home Assist will provide You with referral information regarding locksmiths and if possible, their costs. Chubb Home Assist will also assist You in arranging for a house call, if necessary.

### (c) Plumber Referral

In the event that the plumbing at the Premises is clogged or a leak has sprung, Chubb Home Assist will provide You with referral information regarding plumbers as well as their costs. Chubb Home Assist will also assist You in arranging for a house call, if necessary.

### (d) Air Conditioner Engineer Referral

In the event that You require repair in relation to air conditioners, Chubb Home Assist will provide You with referral information regarding air conditioner engineers and if possible, their costs. Chubb Home Assist will assist You in arranging for a house call, if necessary.

### (e) Pest Control Referral

In the event that You require assistance with pest control, Chubb Home Assist will provide You with referral information regarding pest control, pest prevention, soil treatment and/or mosquito control services. Chubb Home Assist will assist You in arranging for a house call, if necessary.

### (f) General Repair Assistance

In the event that You require information to the nearest available repair services, Chubb Home Assist will provide You with such information where possible.

## Section 7 - General Exclusions

These General Exclusions apply to the whole of Your Policy unless otherwise stated. Your Policy does not cover:

### 7.1 loss or damage to Your property which is caused by, arising from or in any way connected with:

- (a) wear and tear, rust, corrosion, gradual deterioration and depreciation;
- (b) mechanical, electrical or electronic breakdown including when caused by any power supply irregularity including power surge except when caused by the actual burning out of an electric motor or any other Defined Event;
- (c) mildew and atmospheric or climatic conditions other than by rain sleet and hail;

- (d) domestic animals;
  - (e) vermin, insects or by the pecking, clawing, chewing, eating or nesting by birds and other wildlife;
  - (f) any process of cleaning, repairing, restoring or retouching of any item;
  - (g) any process involving the application of heat or the use of chemicals;
  - (h) tenants, roomers, boarders or paying guests and their visitors arising from or due to larceny, theft, malicious damage, vandalism or deliberate or intentional acts;
  - (i) settlement, shrinkage, vibration or expansion in buildings, foundations, walls or pavements;
  - (j) faulty workmanship, inherent defect, errors or omissions in design, structural defects and faulty design;
  - (k) water seeping or otherwise percolating through a wall, floor or roof;
  - (l) the roots of trees, shrubs, plants and grass;
  - (m) erosion; and
  - (n) mold, mildew, fungi, fungus, wet or dry rot or bacteria.
- 7.2** consequential loss of any kind.
- 7.3** loss or damage or liability arising from the consequences of war, undeclared war, rebellion, civil war, insurrection, revolution, invasion, war-like acts of military forces or personnel, or the destruction or seizure of property for military purposes.
- 7.4** loss or damage or liability caused by the confiscation, destruction or seizure of property by any government or public authority or other authority except when in connection with any riot or civil commotion.
- 7.5** loss or damage or liability caused by or arising from nuclear or radioactive contamination.
- 7.6** loss or damage or liability caused by or in connection with contamination and pollution and the removal of any resultant pollutants and contaminants.
- 7.7** loss or damage or liability arising out of the failure or inability of any item, equipment, computer or computer software including but not limited to firmware, data and embedded chips to recognise correctly, to interpret correctly or to process correctly any date or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any date.
- 7.8** loss or damage to Your property when Your Building is undergoing any process of construction, demolition, alteration or repair.
- 7.9** loss or damage or liability resulting from or in connection with any error in computer programming or instructions to the computer.
- 7.10** loss or damage or liability when intentionally caused by You or a person acting with Your consent, including losses resulting from the taking or other misappropriation of the Contents or Valuables.
- 7.11** loss or damage to property when sent by courier or by post.
- 7.12** loss or damage caused by or in connection with earth movement caused by landslip, landslide or subsidence, unless such loss or damage occurs within 24 hours of and as a direct result of one or more of the following listed events:
- (a) storm, rainwater or wind;
  - (b) earthquake;
  - (c) explosion; or
  - (d) water escaping from fixed pipes or apparatus.
- 7.13** asbestos or asbestos products or any materials containing asbestos in whatever form or quantity.
- 7.14** loss or damage or liability caused by or in connection with Your failure to use all reasonable means to protect and maintain the insured property before, at, or after the time of any loss or damage.

**7.15** loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with:

- (a) any act of Terrorism; or
- (b) any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of Terrorism regardless of any other contributing cause or event.

## **Section 8 - General Conditions**

These conditions apply to the whole of Your Policy.

### **8.1 Alteration to Risk**

Any alteration to the risk after commencement of the Policy must be notified to Us in writing immediately after such change in risk comes to Your notice. Alterations that You must notify Us of include:

- alteration of the Premises;
- the Premises being left unoccupied for a period of more than 60 consecutive days;
- Your interest in any Premises ceasing;
- where the nature of the occupation of or other circumstances affecting the Premises are changed in such a way to increase any risk insured under this Policy; or
- You being placed into bankruptcy, receivership, administration or liquidation.

If We accept the altered risk, You must pay Us any additional premium it requires.

### **8.2 Applicable Law**

- Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided by this Section shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Singapore.
- This Policy shall be governed by and interpreted in accordance with Singapore law.

### **8.3 Arbitration**

If any dispute or disagreement arises regarding any matter pertaining to or concerning Your Policy, the dispute or disagreement must be referred to arbitration in accordance with the provisions of the Arbitration Act (Cap. 10) and any statutory modification or re-enactment thereof then in force, such arbitration to be commenced within three (3) months from the day the parties are unable to settle the dispute or difference. If You fail to commence arbitration in accordance with this clause, it is agreed that any cause of action and any right to make a claim that You have or may have against Us shall be extinguished completely. Where there is a dispute or disagreement, the issuance of a valid arbitration award shall also be a condition precedent to Our liability under Your Policy. In no case shall You seek to recover on Your Policy before the expiration of sixty (60) days after written proof of claim has been submitted to Us in accordance with the provisions of Your Policy.

### **8.4 Assignment**

You must not assign this Policy or any of Your rights under this Policy, without Our prior written consent.

### **8.5 Authorised Representative**

You agree that the person representing You when completing the proposal form is authorised to give and receive information on Your behalf.

Any action taken or that should have been taken by Your authorised representative is considered to be an act or omission by You.

### **8.6 Cancellation**

#### *8.6.1 When You can cancel*

You may cancel this Policy during any Period of Insurance by giving Us at least thirty (30) days prior notice to Our email address: CustomerService.SG@chubb.com or by calling Us on +65 6299 0988 Mondays to Fridays, 9.00am to

5.00pm; excluding public holidays). We will give You a pro-rata refund of the Premium for the remaining portion of any period for which You have already paid. However, We will not refund any Premium if a Claim has been made under Your Policy.

If Your Policy is a Monthly Policy, You may cancel this Policy at any time during the Period of Insurance by giving notice to Our email address: CustomerService.SG@chubb.com or by calling Us on +65 6299 0988 (Mondays to Fridays, 9.00am to 5.00pm; excluding public holidays). No refund of any Premium will be given.

#### 8.6.2 *When We can cancel*

If Your Policy is an Annual Policy, We may cancel Your Policy during any Period of Insurance by giving You at least thirty (30) days prior notice in writing to Your Email Address. We will give You a pro-rata refund of the Premium for the remaining portion of any period for which You have already paid. However, We will not refund any Premium if a Claim has been made under Your Policy.

If Your Policy is a Monthly Policy, We may cancel Your Policy by giving You at least thirty (30) days prior notice to the Renewal Date in writing to Your Email Address. No refund of any Premium will be given.

#### 8.6.3 *Automatic cancellation*

Your Policy will be automatically cancelled by Us:

- (a) upon Your death; or
- (b) if You cease to be a Singapore Resident.

### 8.7 **Conditions Precedent to our Liability**

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

- (a) the truth of the statements and information as provided to Us by You; and
- (b) 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 You.

### 8.8 **Changes in Policy**

No change in this Policy will be valid unless agreed to in writing by Us. The requirements of any Section of the Policy may not be deemed to be waived unless We agree to waive them in writing.

### 8.9 **Duty of Disclosure**

8.9.1 You must fully and faithfully disclose all facts which You know or should know. Otherwise, this Policy may be void.

8.9.2 Consequences of breach of duty, fraud or misrepresentation

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

- (a) breach the duty of disclosure;
- (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 Your Policy You are required to notify Us of, but You failed to do so.

### 8.10 **Excess**

You must pay the amount of any applicable excess shown in Your Policy Schedule or in this Policy in respect of each claim You make under the Policy. The Excess is payable by You at such time required by Us.

If any event leads to a claim under more than one Section of the Policy, You must pay the highest applicable Excess.

### 8.11 **Inspection and Salvage**

If You make a claim, We may inspect the property or item. While We have no obligation to take possession of any damaged property or item, We reserve the right to do so.

We are entitled to obtain and retain any property or items that are salvaged or recovered after it pays a claim by replacing

or paying to replace such property or items. We may sell the property or items and keep the proceeds.

### **8.12 Interpretation**

Your Policy and Your Policy Schedule with attaching Sections 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 Your Policy or Your Policy Schedule shall bear such specific meaning wherever it may appear.

### **8.13 Notice of Trust or Assignment and Third-Party Rights**

We shall not be bound or be affected by any notice of any trust, charge, lien, assignment or other dealing with or in relation 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 2001 to enforce any of its terms.

### **8.14 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 Us of any other insurance which may cover the loss or damage or Accident.

### **8.15 Payment of Benefits**

- (a) You or Your Premise may not be covered under more than one (1) Policy. If You or Your Premise are covered under more than one (1) of such Policy, We will consider You or Your Premise to be covered under the Policy which provides the highest benefits. Where the benefits under any additional Policy are identical, We will consider You to be insured under the Policy first issued. All policies not recognised by Us shall be cancelled.
- (b) Except as specifically stated in Your Policy, benefit amounts are payable in addition to any other insurance benefits to which You may be entitled.
- (c) In the event of Your death, all benefits which are payable to You shall be paid to Your estate.

### **8.16 Renewal of Your Policy**

#### *8.16.1 Monthly Policy*

8.16.1 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 8.6. If no such notice has been given by either party, Your Policy will be renewed automatically for one (1) month 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 Your nominated account.

#### *8.16.2 Annual Policy*

8.16.2 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 8.6.

If no such notice has been given by either party, Your Policy will be renewed automatically for one (1) year 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 Your nominated account. We will give You notice of Your upcoming renewal, and the deduction of premium from Your nominated account, at least forty-five (45) days prior to the Renewal Date.

### **8.17 Payment before Cover Warranty - Applicable to Individual Policyholders**

- (a) The total premium due must be paid to and actually received in full by Us or the intermediary through whom the Policy was effected (“the intermediary”) on or before the Commencement Date of coverage under the Policy, Renewal Certificate, Cover Note and/or Endorsement (“the Commencement Date”).
- (b) If the total premium is not paid and received in full by Us or the intermediary on or before the Commencement Date, the Policy, Renewal Certificate, Cover Note and/or Endorsement shall be deemed to be cancelled.

immediately, and no benefits shall be payable by Us. Any payment received thereafter shall have no effect whatsoever on the deemed cancellation.

- (c) This “Payment Before Cover Warranty” provision shall prevail over any inconsistent terms (if any) in the Policy.
- (d) In respect of insurance coverage with Free Look provision, You may return the original policy document to Us or the intermediary within the Free Look period if You decide to cancel the cover during the Free Look period. In such an event, You will receive a full refund of the premium paid to Us provided that no claim has been made under the insurance.

### **8.18 Policy Reinstatement after Partial Loss**

When We pay a claim under Your Policy for partial loss or damage to the Contents the Sum Insured will be reduced by the loss amount for each and every claim and shall not exceed the aggregate sum insured. We may at Our option reinstate the Sum Insured and reserve the right to charge an additional premium.

### **8.19 Reasonable Care**

You must:

- take all reasonable measures to maintain all property insured under this Policy in sound condition;
- take all reasonable precautions to prevent or minimise loss, damage, destruction, liability, compensation, cost or expense covered by this Policy; and
- comply with all obligations and regulations imposed by any authority.

### **8.20 Subrogation**

If We make a payment under this Policy, We are subrogated to all Your rights of contribution, indemnity or recovery. You must not surrender any right to or settle any claim for contribution, indemnity or recovery without Our prior written consent. You must do all things and execute all documents to enable Us to sue in Your name for such contribution, indemnity or recovery.

Where You have agreed with another person or company (who would otherwise be liable to compensate You for any loss or damage which is covered by the contract of insurance) that You will not seek to recover such loss or damage from that person, We will not cover You, to the extent permitted by law, for such loss or damage.

### **8.21 Total loss**

If We pay Your claim for a Total Loss then the cover provided under this Policy will end.

### **8.22 Unoccupied Property**

The covers provided by this Policy shall cease if Your Property is left unoccupied for a period exceeding 60 consecutive days, unless You have informed Us of this fact and obtained Our written agreement for this Policy to continue beyond that period.

### **8.23 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 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)).

### **8.24 Personal Data Protection Consent**

You are deemed to give Your consent and authorisation to Chubb to collect, use, disclose, and/or process Your personal data or information supplied to Chubb without further notification to You confidentially with its affiliated companies, third party service providers, business partners and/or other parties, which may be sited outside Singapore, for administering policies taken out with Chubb, handling claims and customer service. A copy of Chubb’s Personal Data Protection Policy can be found at [www.chubb.com/sg-privacy](http://www.chubb.com/sg-privacy) and You are deemed to have read the same.

If You have consented for Us to contact You in order to perform marketing related activities, please be advised that You can withdraw Your consent by writing to Us to notify Us of Your instruction. Upon Your written request, We shall, without charge, cease to use Your personal data for purposes other than those directly related to Your Policy.

You may write to Chubb’s Data Protection Officer at 138 Market Street #11-01 CapitaGreen, Singapore 048946 for any

request to withdraw Your consent, access to and/or correction of any information supplied to Chubb and Chubb may reserve the right to charge a reasonable fee to offset the administrative costs in complying with access requests.

### 8.25 Modification

We reserve the right to modify the terms and conditions of Your Policy within the Period of Insurance by giving You prior notice of at least thirty (30) days, and such modification shall be applicable from the effective date as stated in Our written notice to Your address on file.

No modification of Your 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. No broker or agent has the authority to modify or to waive any of the terms and conditions of Your Policy.

### 8.26 Sanctions Exclusions applicable to this Policy

- (a) 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.
- (b) Chubb is a subsidiary/branch 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.

## Section 9 - Claims

### 9.1 Claims Conditions Applicable To All Sections

#### What You must do:

On the happening of any loss or damage or injury which could lead a claim, You must, at Your own expense:

- take all reasonable precautions to prevent further loss or damage or injury;
- immediately inform Us at the address and contact details listed at the beginning of this Policy;
- immediately inform the police if any property insured under this Policy is lost, stolen or of the occurrence of Malicious Damage or Vandalism;
- take all reasonable precautions to recover lost or stolen property and minimise the claim;
- not dispose of any damaged property without Our consent;
- not arrange for the repair or replacement of any property insured under this Policy, in connection with any claim, without Our consent;
- complete and lodge a claim form within fourteen (14) days with all necessary supporting documentation that We may reasonably require for the investigation and verification of the claim including but not limited to:
  - (a) any relevant receipts, certificates and other proofs of ownership;
  - (b) all valuations relating to lost or damaged property;
  - (c) all court issued documents including any statement of claim, summons, initiating process, cross claim, or third-party notice;
  - (d) all property inspection reports and inventories if the claim involves Malicious Damage, Vandalism or theft.
  - (e) reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage.
  - (f) all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.
- not admit liability for, or offer to agree to settle, any claim brought against You without Our prior written consent; and
- assist Us in the defence of any claim brought against You. We may also arrange an autopsy if We reasonably require one.

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