

# **Tiq Home Insurance**

### **IMPORTANT NOTICE**

In accordance with the Insurance Act (CAP 142), we would remind You that You must disclose to Us fully and faithfully all the facts You know or could reasonably be expected to know, otherwise You may not receive any benefit from this Policy.

# **GENERAL TERMS**

- 1. This Policy, Schedule, Endorsement, online application, proposal form, declaration and attached papers together with other statements in writing, if any, are evidence of the contract between You and Us and shall hereinafter be referred to as the "Policy". The proposal made to Us in connection with this Insurance shall be the basis and forms part of this contract. The Policy is to be read as one document and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.
- 2. We shall provide the respective Insurance in the terms set out in this Policy, provided that You pay the premium in full and We agree to accept it.
- 3. The conditions which appear in this Policy must be complied with. Failure to comply may mean that You or the Insured Person(s) may not be able to claim under this Policy.
- 4. Any word denoting a singular pronoun shall also mean to include the plural.
- 5. Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender and vice-versa.

### PAYMENT BEFORE COVER WARRANTY (APPLICABLE TO INDIVIDUAL POLICYHOLDERS ONLY)

- 1. The premium due must be paid to the Insurer (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer or the intermediary when one of the following acts takes place:
  - (a) Cash or honoured cheque for the premium is handed over to the Insurer or the intermediary;
  - (b) A credit or debit card transaction for the premium is approved by the issuing bank;
  - (c) A payment through an electronic medium including the internet is approved by the relevant party;
  - (d) A credit in favour of the Insurer or the intermediary is made through an electronic medium including the internet.
- 2. In the event that the total premium due is not paid to the Insurer (or the intermediary through whom this Policy was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
- 3. In respect of insurance coverage with Free Look provision, the policyholder may return the original policy document to the Insurer or intermediary within the Free Look period if the policyholder decides to cancel the cover during the Free Look period. In such an event, the policyholder will receive a full refund of the premium paid to the Insurer provided that no claim has been made under the insurance and the cover shall be treated as if never put in place.

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#### **GENERAL DEFINITIONS**

**Accident / Accidental** means a sudden, unforeseen and fortuitous event, occurring during the Period of Insurance, which results in Injury or property damage.

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.

**AWP Services Singapore Pte. Ltd. ("AWP")** is a third party provider contracted by Us to provide Emergency Home Assistance service to our Tiq Home Insurance policyholders.

**Building** shall mean the private dwelling or residential flat and all domestic outbuildings, fixtures and fittings attached to the building, building structure (but not the foundations), swimming pool, walls, gates and fences and all other domestic improvements of a structural nature at the Premise and for which You are legally responsible. All buildings are declared by You to be built of bricks, stone or concrete and roofed with concrete, slate, metal, asbestos or a composite of asbestos and other non-combustible mineral ingredient unless specially mentioned.

**Child** means any of Your unmarried dependent children aged between 1 and below 18 years or up to 25 years old if he or she is pursuing full-time education in a recognised tertiary institution and who is a member of the Household.

**Contents** shall mean any moveable household item belonging to You or any member of Your Household except for the following:

- a) Property more specifically insured under another policy.
- b) Motor vehicles and accessories, pedal cycles and watercraft.
- c) Deeds, bonds, bills of exchange, promissory notes, cheques, traveller's cheques, securities for money, stamps, certificates or documents of any kind, manuscripts, medals, contact lenses, hearing aids and livestock unless specially mentioned herein.
- d) Any part of the structure or ceilings of the building(s), wallpapers and the like or external television and radio antennae, aerials, aerial fittings, masts and towers.
- e) Any property the value of which is included in the Total Sum Insured on Renovation, fixtures and fittings or Building(s).
- f) Landlord's fixtures and fittings.
- g) Property owned or held in trust in connection with any business profession or trade.
- h) Livestock.

**Endorsement** means written evidence of an agreed change to this Policy.

Excess means the amount You must pay in the event of each and every loss.

**Family** means your spouse and children, and your relatives permanently living with you at the address stated in the Schedule.

**Fungi** means any form of fungus including but not limited to all forms of mould or mildew and any mycotoxins, spores, scents, vapours, gases or substances including any by-products produced or released by it

**HDB** means Housing & Development Board.

**Home / Dwelling** means a building occupied as private dwelling (house, flat or apartment) together with its garages and outbuildings, all used for domestic purposes at the address shown in the Schedule.

**Household** means all members of Your family and any other persons (other than paying guests or tenants) living with You permanently.

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**Injury** means bodily injury caused solely and directly by an accident.

#### **Insured Perils** refer to the following:

- a) Fire, Lightning, Thunderbolt, Subterranean Fire.
- b) Domestic Explosion.
- c) Aircraft and other aerial devices and/or articles dropped therefrom.
- d) Impact by any road vehicle not belonging to nor under the control of the You or any member of the Household.
- e) Bursting or overflowing of domestic water tanks, apparatus or pipes from within the property insured or containing property insured but excluding damage thereto and loss or damage occurring whilst Your Home is left unoccupied for more than sixty (60) days.
- f) Theft accompanied by actual violent and forcible entry or any attempt to break in excluding loss or damage occurring whilst Your Home is left unoccupied for more than sixty (60) consecutive days.
- g) Hurricane, Cyclone, Typhoon and Windstorm including flood or overflow of the sea occasioned thereby.
- h) Earthquake or Volcanic Eruption including flood or overflow of the sea occasioned thereby.
- i) Subsidence or Landslip caused by Flood only but excluding the first \$10,000 or 10% of the claim cost whichever is higher for each and every loss.
- j) Riot, Strike, Civil Commotion not amounting to a popular uprising, strike or labour disturbance.
- k) Malicious persons and vandals except for loss or damage occurring while Your Home has been unoccupied for more than sixty (60) days whether consecutively or not in any one Period of Insurance and/or loss or damage caused by the willful or dishonest act of You and/or Your Household or with the connivance of You and/or Your Household.
- Falling trees or branches but not loss or damage caused by falling or looping of trees by You or on Your behalf.
- m) Smoke damage to the property insured by fire directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit while in Your Home excluding damage thereto.
- n) Accidental Damage to all electrical and electronic appliances.

**Money** means cash, coins, bank notes, currency notes, promissory notes, cheques, traveller cheques, money orders, postal orders, deeds, bonds, crossed banker's draft belonging to You or for which You have accepted responsibility and held for personal purposes.

Period of Insurance refers to the period of cover as shown in the Schedule.

**Renovations** mean improvements and additions made within Your Home by You as owner or by any former owner of Your Home in the form of fixtures and fittings which include flooring, built-in wardrobes and kitchen cabinets but does not form any part of the Building.

**Schedule** means the documents with details of the Insured, type of cover and Period of Insurance which forms part of the policy.

Sum Insured refers to the maximum amount which You are insured as shown in the Schedule.

**Uninhabitable** means Your Home is assessed by Us or Our appointed surveyor to be unfit to live in or tenanted.

**Valuables** mean jewellery, watches, curios, works of art, furs, antiques, stamps or coins collections and other collectable items, manuscripts, medals, items of gold, silver or other precious stones, platinum, paintings, fine glassware and crystal, tapestries, antiques and other collectable property that are kept in Your Home.

**Vet** means veterinarian, veterinary specialist, animal hospital, animal clinic, or animal surgery, other than the Insured, licensed in and currently registered in the Republic of Singapore.

**Pet Examination** means the reasonable, customary and essential expenses incurred and paid in respect of treatment provided by a Vet during the Period of Insurance.

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**We**, **Our** and **Us** refer to Etiqa Insurance Pte. Ltd., (Company Reg. No. 201331905K) the Company providing this insurance.

You, Your, Yours and Insured refer to the Insured named in the Schedule.

# **TABLE OF BENEFITS**

Maximum Sum Insured Limit				
	Benefits	Homeowner / Landlord		Tenant
Section		HDB	Private	HDB/Private
		(Sum Insured)	(Sum Insured)	(Sum Insured)
Section 1	Building	As shown in Your Schedule (if applicable)		Not available
Section 2	Renovation	As shown in Your Schedule (if applicable)		Not available
Section 3	Contents	As shown in Your Schedule (if applicable)		As shown in Your Schedule
Section 4	Emergency Cash Allowance	100% Uninhabitable: \$5,000 ≥ 50% Uninhabitable: \$2,500		100% Uninhabitable: \$500 ≥ 50% Uninhabitable: \$250
Section 5	Emergency Home Assistance	\$200 and up to 4 times per year		\$200 and up to 4 times per year
Section 6	Personal Legal Liability (Worldwide)	\$500,000	\$1,000,000	\$500,000
Section 7	Valuables	30% of Content Sum Insured		30% of Content Sum Insured
Section 8	Removal of Debris	10% of Renovation Sum Insured		Not available
Section 9	Professional fees	10% of Building and/or Renovations Sum Insured		Not available
Section 10	Conservancy Charge	\$500		Not available
Section 11	Unauthorised Transactions on your Stolen ATM or Credit Card	\$1,000		\$1,000
Section 12	Accidental Breakage of Mirrors and Fixed Glass	\$1,000		Not available
Section 13	Money	\$750		Not available
Optional Add-on				
Section 14	Multi-Appliances Home Protector	\$700 and up to 2 times per year		Not available
Section 15	Accidental Injury for Pet due to Insured Peril	\$500, with excess of \$80		Not available
Section 16	Family Accidental Death Protection	\$50,000		Not available

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#### **POLICY BENEFITS**

#### Section 1 - Building

We will pay You for physical loss or damage to the Building caused by any of the Insured Perils. Our maximum liability during any one policy year in respect of this section shall not exceed in the aggregate the Sum Insured stated in the Schedule.

If You have purchased more than one policy with Building cover with Us, compensation is payable under one policy only.

#### Section 2 - Renovation

We will pay You for physical loss or damage to the Renovation caused by any of the Insured Perils. Our maximum liability during any one policy year in respect of this section shall not exceed in the aggregate the Sum Insured stated in the Schedule.

#### Section 3 -Contents

We will pay You and Your Household for physical loss or damage to Contents, caused by any of the Insured Perils. Our maximum liability during any one policy year in respect of this section shall not exceed in the aggregate the Sum Insured stated in the Schedule.

The cover provided under Section 1, 2 & 3 are operative only if shown on the Schedule.

#### Section 4 – Emergency Cash Allowance

In the event of an Insured Peril resulting in Your Home being 100% Uninhabitable as certified by Us, We will pay You \$5,000 as a homeowner / landlord; or \$500 as a tenant.

However, in the event of an Insured Peril resulting in Your Home being at least 50% Uninhabitable, as certified by Us, We will pay You \$2,500 as a homeowner / landlord; or \$250 as a tenant.

We will not provide any pay-out should We determine Your Home as less than 50% Uninhabitable.

Note: Approved claims will be paid out to Your personal digital wallet (e-Wallet) on TiqConnect.

# Section 5 – 24-hour Emergency Home Assistance (Only applicable to plans with a Period of Insurance of 3 to 5 years)

If there is a sudden and/or unforeseen event at Your Dwelling and You are in need of Emergency Home Assistance services, the following referral and arrangement assistance services shall be available to You upon specific verbal notification by You to Etiqa Home Assistance hotline at +65 6702 2662. This hotline is available 24 hours, 7 days a week including Weekends and Public Holidays provided by AWP.

Information about the Insured and the Policy will be disclosed to AWP for the purpose of providing the Emergency Home Assistance service.

#### **Emergency Home Assistance service**

The Policy will cover You up to the limit of \$200.00 per event and up to four (4) events per annum. We shall not be responsible for any third party expenses incurred that shall be the responsibility of the Insured.

We will not be liable in any way to any person for any loss or damage suffered directly or indirectly as the direct or indirect result of any assistance services provided, including any delay in the provision of the services.

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#### a) Locksmith Assistance

In the event that You are locked out of Your Insured Dwelling or You are experiencing broken key stuck in the lock, You shall contact AWP to arrange for a locksmith to assist You at Your Insured Dwelling.

Exclusion: This Service shall not extend to You who is locked out of Your bedroom in Your

Insured Dwelling.

#### b) Plumbing Assistance

In the event that Your Insured Dwelling contains clogged water supply or drainage system or there is a leak in the water pipe(s).

Exclusions: This Service shall not extend to You whose Insured Dwelling has

(i) a leaking water tap which requires refurbishing, or

- (ii) leaking water heater/shower head, or
- (iii) water leaking from the Insured Property's ceilings (exclusive of landed property)
- (iv) concealed water pipe(s)

# c) Electrical Assistance

In the event of blackout due to lightning and circuit overload in Insured Dwelling or power supply circuit malfunctioning, AWP shall arrange for a competent electrician to attend to and repair the problems.

Exclusion: This Service shall not extend to failure or malfunction of electrical appliances

like televisions, refrigerators, rice cookers, ovens, water heaters, etc.

# d) Pest Control Services

In the event that Insured Dwelling is infested with pests which are bees, wasps, hornets, rodents and termites, AWP shall arrange for a pest control services to remedy the situation.

Exclusions: The Policy shall not pay for such services made within the first three (3) months from the first inception date of cover and the service does not cover recurring termite infestation

We reserve the right at our absolute discretion to amend or terminate the Emergency Home Assistance service without notice.

### Section 6 - Personal Legal Liability (Worldwide)

#### 1. Personal Legal Liability

- (a) We will pay up to the limit stated in Your Schedule for any one occurrence and in aggregate in respect of which You or any member of Your Household become legally liable to pay as compensation in Your or their capacity as a private individual or as occupiers of Your Home for:
  - (i) Accidental death or bodily Injury to third party;
  - (ii) loss or damage to property which does not belong to You nor is under the charge or control of You or any member of Your Household occurring anywhere in the world during the Period of Insurance.
- (b) We will also pay, up to the limit stated in Your Schedule;
  - (i) all legal cost and expenses of litigation recovered against You or any member of the Household by any claimant;
  - (ii) all costs and expenses of legal defence incurred by You or any member of the Household with Our written consent.

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#### 2. Tenant's Liability

We will pay up to \$500,000 for any one occurrence and in aggregate in respect of which You as a tenant of Your Home become legally liable as a result of a negligent act to pay for loss or damage to the:

- (a) Building, Contents, fixtures and fittings belonging to the landlord while under Your occupation;
- (b) all legal cost and expenses of litigation recovered against You or any member of the Household by any claimant;
- (c) all costs and expenses of legal defence incurred by You or any member of the Household with Our written consent.

Under Section 6, We will not pay for:

- (a) liability in respect of loss or damage to property belonging to or in the charge or under the control of You or any member of the Household, other than those described under Section 6 Tenant's Liability.
- (b) liability for death, injury or loss of or damage to property:
  - (i) arising out of any deliberate or malicious act;
  - (ii) arising from the ownership, possession or use of any mechanically propelled vehicle, lifts, elevator, motor vehicles, trailers, aircrafts, watercrafts or firearms:
  - (iii) arising out of Your or any member of the Household in respect of the employment, business or profession.
- (c) fines, penalties, exemplary or punitive damages.

The aggregate amount We will pay in respect of item 1 – Personal Legal Liability and item 2 – Tenant's Liability under Section 6 arising from any one occurrence or series of occurrence in respect of any one Period of Insurance shall not exceed \$1,000,000.

#### Section 7 - Valuables

We will pay for loss or damage up to the following:

- (a) 30% of the sum insured for Contents in aggregate in respect of Valuables during the entire Period of Insurance, subject to:
  - \$1,000 for any one article (excluding the first \$100 of each and every loss).
  - works of art, paintings, fine glassware and crystal, tapestries, antiques and other collectible property, shall not exceed \$200 per item.

# Section 8 – Removal of Debris (Operative only if Renovations cover under Section 2 is shown in Your Schedule)

We will pay up to 10% of the Sum Insured for Renovations under Section 2 for the costs incurred for removal of debris if there has been damage caused by an Insured Peril.

# Section 9 – Professional Fees (Operative only if Building cover under Section 1 and / or Renovations cover under Section 2 is / are shown in Your Schedule)

We will pay up to 10% of the Sum Insured for Building under Section 1 and/or Renovations under Section 2 for the costs incurred for professional fees of architects, consultants, engineers or surveyors to repair / reinstate Your Home if damage is caused by an Insured Peril.

We will not pay for any fees incurred in preparing documents for the purpose of sending Us a claim.

# Section 10 - Conservancy Charges

If Your Home becomes Uninhabitable due to damage caused by an Insured Peril, We will indemnify You for the monthly service and conservancy charges payable towards the maintenance and upkeep of the common property up to \$500 in aggregate.

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#### Section 11 - Unauthorised Transactions on your Stolen ATM or Credit Card

We will pay up to \$1,000 for any monetary losses incurred by You and/or any member of the Household against unauthorised use of credit cards or ATM cards following a theft at Your Home.

We will not pay for any loss:

- (a) if the incident is not reported to the police within 24 hours of discovery;
- (b) unauthorised use by any member of Your Household residing in Your Home;
- (c) if you have recovered the losses from the credit card or ATM card issuing bank.

#### Section 12 - Accidental Breakage of Mirrors and Fixed Glass

We will pay up to \$1,000 in respect of any one loss for accidental breakage of mirrors (other than hand held mirrors), fixed glass and glass tops of furniture in Your Home.

#### Section 13 – Money

We will pay up to \$750 against theft of personal Money belonging to You or any member of the Household following actual forcible and violent entry occurring at your Home.

We will not pay for:

- (a) losses if the incident is not reported to the police within 24 hours of discovery;
- (b) Money belonging to You and any member of the Household in connection with any business or commercial purpose;
- (c) losses committed by any member of the Household.

# OPTIONAL ADD-ONS (THE COVER PROVIDED BY THIS SECTION IS OPERATIVE ONLY IF SHOWN ON THE SCHEDULE)

# Section 14 - Multi-Appliance Home Protector

It is hereby declared and agreed that by paying the additional premium, this Policy is hereby extended to provide coverage for repairs of Your home appliances (new and/or existing) due to mechanical and/or electrical failure or breakdown which results in the sudden stoppage of the appliance normal function and which necessitates repair to resume those functions within the Period of Insurance. Failure or breakdown that ultimately results from wear and tear is excluded from the scope of cover.

The coverage commences 30 days after the date of purchase and will terminate upon:

- a) The expiry of the policy or;
- b) The number of callouts has been reached, whichever is earlier

Your Policy covers up to 2 calls per annum and is limited to \$700 per callout repair service.

Appliances are defined as all major white & brown goods such as television, refrigerators, chillers, freezers, washers, dryers, build-in ovens, hood & hobs, sound systems, ceiling fans, air-conditioners valued above \$200. The Appliance must be out of the manufacturer's original warranty and not be more than 6 years old.

### **Exclusions applicable to Section 11:**

- 1. Appliances not defined as above.
- 2. Appliances still within the manufacturer's warranty period.
- 3. The first 30 days upon inception of the policy.
- 4. Replacement of the Appliance if it is non-repairable.

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- 5. Accidental damage of any kind.
- 6. Call out charges where the authorized repair agent is unable to find a fault in the Appliance.
- 7. Any claims whereby, a failure to follow the manufacturer's recommended routine maintenance, inspection, cleaning, lubrication, external adjustments, installation, operation or any other instructions to the customer has been determined.
- 8. Non-operating and cosmetic items, paint, color, or Appliance finish; accessories used in or with the Appliance; external cables and cords; glass and lens; add-on options incorporated.
- 9. Unauthorized modifications made to the Appliance; altered serial numbers; repairs performed by a non-authorized repairer.
- 10. Repairs to hardware that has been added after the Appliance's original purchase.
- 11. Consumables including but not limited to batteries, bulbs, compact discs, digital tapes.
- 12. Screen burn caused by channel logos or other static images.
- 13. External faults such as rust, wiring, electrical connection or plumbing, piping, fitting, realigning of signal receivers (poor reception), and consequential loss of any kind.
- 14. Repairs necessitated by improper maintenance, accidental, intentional physical damage, damage by sand or water.
- 15. Burglary, theft, normal wear and tear, scratching, chewing, spilled liquids, corrosion, animal and insect infestation, Fungi, wet or dry rot, or bacteria, misuse, neglect and abuse.
- 16. Failure caused by a voltage converter and /or applying incorrect voltage to the Appliance.
- 17. Any diagnosis where no defect has been found or noted.
- 18. Shipping charges, express service charges, transportation damage, removal, installation or reinstallation of the Appliance.
- 19. Any loss or damage to the Appliance resulting from an act of God including but not limited to natural disaster, fire, flood, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, civil commotion.
- 20. Water leakage due to blockage of drainpipe under normal use.
- 21. Foreign object damage.
- 22. Repairs to loudspeaker drive units when, in the opinion of the manufacturers, such damage has been caused by overdriving and/ or clipping distortion.
- 23. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at supersonic speeds.
- 24. Damage due to power surges.
- 25. Deterioration or spoilage of any food stored due to defect of a refrigerator.
- Any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages of any kind.

The services are provided by Our appointed assistance company, AWP. When assistance is required, please call Etiqa Home Assistance Hotline at +65 6702 2662 to report the failure or breakdown. This hotline is available during office hours from 9am to 6pm (Monday to Friday) excluding Saturday, Sunday and Public Holidays. Our experience customer service representatives are ready to guide you through the service process.

To expedite service, please ensure that You have the details of Your Policy readily available before placing the call. To validate coverage, please ensure that You keep all the proof of purchase, such as sales receipts, invoices or warranty registration documentation.

We reserve the right at Our absolute discretion to amend or terminate the Multi-Appliances Home Protector service without notice.

### Section 15 - Accidental Injury for Pet due to Insured Peril

We will pay up to \$500 for Pet Examination, in respect of any Accidental Injury to the cat or dog that the Household keeps as a domestic pet in Your Home, as a result of an Insured Peril. Your cat or dog must be licensed and registered with the Agri-Food & Veterinary Authority of Singapore (AVA). You are required to submit the documentary proof of ownership of the pet in the event of claim.

Subject to an excess of \$80.00 for each and every claim.

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#### Section 16 - Family Accidental Death Protection

If You, Your legal spouse or Child suffers death due to Injury during the Period of Insurance occurring anywhere in the world, We will pay You or Your legal personal representative the benefits as described below if the death occurs within ninety (90) days of the Injury.

Our maximum liability is \$50,000 in the aggregate during the Period of Insurance subject to the following limits:

- a) You and Your spouse at \$15,000 each
- b) Your Child(ren) at \$10,000 each

#### We are not liable if:

- a) the deceased was more than 70 years old at the time the Injury occurred.
- b) death is consequent upon:
  - (i) suicide or any attempted suicide;
  - (ii) self-inflicted injury;
  - (iii) the effects of intoxicating liquor or illegal drugs;
  - (iv) pregnancy, childbirth;
  - (v) any kind of disease or illness;
  - (vi) pre-existing physical or mental defects or infirmity including insanity.
- c) death is caused while You, Your spouse or Child(ren) were engaging in or taking part in:
  - (i) any naval, military or air force service or operation;
  - (ii) air travel except as a fare-paying passenger in a fully licensed passenger carrying aircraft;
  - (iii) any trade, technical or sporting activity or as crew, all in connection with an aircraft;
  - (iv) any kind of race (other than on foot or swimming) or trial of speed or reliability, dangerous
  - (v) sports such as parachuting, hang gliding, mountaineering, rock climbing;
  - (vi) winter sports;
  - (vii) sports in a professional capacity.

### GENERAL EXCLUSIONS (APPLICABLE TO THE ENTIRE POLICY)

We will not pay for any loss, damage or injury, or other contingency which is in any way due to:

#### (a) Acts of Authorities

Loss or damage occasioned by confiscation commandeering requisition by the Government, any Public Municipal, Local Authority or on the order of such authorities.

# (b) Abnormal Conditions/State of Emergency

Any loss, damage or other contingency happened during the existence of abnormal conditions or state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences except to the extent that You shall prove that such loss, damage or other contingency happened independently of the existence of such abnormal conditions or state of emergency as declared by the local authorities.

# (c) War, Invasion and Civil Commotion

- a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war and
- b) Civil commotion assuming the proportions of or amounting to a popular uprising, military rising, mutiny, 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 or any act of any person acting on behalf of or in connection with any

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organization with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

#### (d) Act of Terrorism

Any loss, damage, cost or expense or consequential to the loss however caused or contributed by, resulting from or in connection with:

- a) Any Act of Terrorism, notwithstanding any provision to the contrary within this policy or any endorsement thereto;
- Any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

#### (e) Nuclear Risks

- a) Any injury or any loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss; and
- b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
- Any accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

# (f) Fungi, Wet or Dry Rot or Bacteria

Any loss or damage to Your property or Your liability to third party for bodily injury or property damage directly or indirectly caused by or attributed to the presence, growth, proliferation, spread or any activity of Fungi, Wet or Dry Rot or Bacteria. Also excluded are: (a) any requirement by You to test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, Fungi, Wet or Dry Rot or Bacteria and/or (b) any liability imposed on You by any government authority for any loss or damage caused by, arising out of, aggravated by or resulting from Fungi, Wet or Dry Rot or Bacteria.

#### (g) Gross Negligence, Criminal, Dishonest, Fraudulent, Malicious or Wilful Conduct

Any loss, damage or injury arising from or contributed to by gross negligence, criminal dishonest, fraudulent, malicious or wilful act or omission by You or any member of Your Household or anyone who is authorized to gain access to Your Home.

#### (h) Consequential Loss

Consequential loss or damage of any kind.

#### (i) Repairs/Reinstatement Works by HDB

Any loss or damage to the Building which the HDB or HDB's appointed contractor has undertaken or is legally bound to repair or reinstate for those HDB properties insured under this policy.

#### (j) Repairs/Reinstatement Works by Management Corporation Strata Title (MCST)

Any loss or damage to the Building which the MCST or MCST's appointed contractor has undertaken or is legally bound to repair or reinstate for private homes insured under this policy.

# (k) Sonic Bangs

Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

# (I) Property Damage Clarification Clause

Property damage covered under this Policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to the data or software, in particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure. Consequently the following are excluded from this Policy;

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- a) Loss of or damage to data or software, but not limited to any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.
  - Notwithstanding this exclusion, loss or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.
- b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### (m) Sanction Limitation and Exclusion Clause

We shall not be deemed to provide cover and We shall not 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 the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

# (n) Cyber Loss Absolute Exclusion Clause

- Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
- 2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by :
  - 2.1 the use or operation of any Computer System or Computer Network;
  - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - 2.3 access to, processing, transmission, storage or use of any Data;
  - 2.4 inability to access, process, transmit, store or use any Data;
  - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
  - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
- Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- 4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- Data means information used, accessed, processed, transmitted or stored by a Computer System.
- When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.

# **GENERAL CONDITIONS (APPLICABLE TO THE ENTIRE POLICY)**

#### 1. Duty of Care

You must take all reasonable steps to prevent loss or damage to property insured or prevention of injury under this Policy and to maintain such property in a proper condition.

# 2. Due Diligence

The due observance and fulfilment of the terms, conditions and endorsements of this policy by You insofar as they relate to anything to be done or complied with by You and the truth of the statements and answers in the said proposal shall be conditions precedent to Our liability to make any payment under this policy.

#### 3. Duty of Disclosure

Any fraud, misstatement or concealment in respect of this insurance or of any claims hereunder will render this policy null and void and any benefit due hereunder will be or become forfeited.

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#### 4. Fraud

If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this policy, all benefits thereunder shall be forfeited.

#### 5. Transfer of Interest

You may not transfer Your interest in the Policy without Our written approval.

#### 6. Free Look Period

You have fourteen (14) days from the date You receive this policy to examine the terms and conditions of the policy and may cancel the policy within the foregoing 14-day period by written request to Us in which case premiums paid will be refunded, if a claim has not been made under the policy. If the policy is sent by post, it is deemed to have been delivered in the ordinary course of post. Where the policy is so cancelled, We will have no liability whatsoever under the cancelled policy and We will be entitled to recover any expense incurred by Us in underwriting the policy. This provision is not applicable to any policies with period of insurance of less than a year and renewals.

# 7. Cancellation and Refund

This policy may be cancelled at any time at Your request in writing to Us and We will refund 80% of the pro-rata premium for the unexpired period, subject to a minimum retention amount of\$53.50 (inclusive of GST), provided no claims have been made under the policy.

We may also terminate the insurance by sending You seven (7) days' notice by registered letter to Your last known address and We shall be liable to refund a rateable proportion of the premium for the unexpired term from the date of cancellation.

#### 8. Reinstatement

In the event of a claim arising from fire or any other perils other than theft, We will have the option to:

- (a) reinstate the policy and reserve the right to charge additional premium; or
- (b) reinstate the policy without additional premium; or
- (c) terminate the policy by sending seven (7) days' notice by registered letter to You at Your last known address and any unused premium upon cancellation will be refunded on pro-rate basis for the unexpired term of this policy.

In the event of a claim arising from theft, the policy Sum Insured will be reduced by the loss amount for each and every claim and shall not exceed the sum insured as shown in the Schedule. No reinstatement of the policy would then be allowed.

#### 9. Alteration to Policy

The following alteration to increase the cover of Your Policy is allowed during the Period of Insurance:

- Increasing the Sum insured for Building / Renovation / Contents;
- Adding cover (For example, from a Building & Contents cover to a Building, Renovation & Contents cover); and
- Purchasing the add-ons attachable to Tiq Home Insurance (e.g. Multi-appliances home protector, accidental injury for pet due to insured peril, family accidental death) during the Period of Insurance.

Any alterations to the Policy will be subject to Our underwriting assessment and You may be required to pay an additional premium to reflect the change in cover.

You may contact our Customer Care hotline at 6887 8777 for any enquiries regarding the alteration to the Policy.

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#### 10. Other Insurance

If at the time of any accident which results in a claim under this Policy there is any other insurance covering the same damage or liability or any part of it, We will only pay Our ratable proportion of the claim (this does not apply to Section 13 - Family Accidental Death Protection).

If Your premises are insured by any management corporation strata title (MCST) or HDB town council, You must first send a claim to them for any loss or damage. We will only pay if the:

- (a) loss or damage is not covered by the insurance taken out by the management corporation strata title (MCST) or HDB town council; or
- (b) loss or damage is more than the limits of insurance taken out by the management corporation strata title (MCST) or HDB town council.

#### 11. Admission Offer

No admission, offer, promise or payment shall be made by You without Our written consent who shall be entitled if it so desires to take over and conduct on Your behalf the defence of any claim or prosecution or to prosecute in Your name for Our benefit any claims for indemnity or damages or otherwise against any Third Party, and shall have full discretion in the conduct of any proceedings in the settlement of any claims and You shall at Our request and at Our expense give all information and assistance as We may require.

#### 12. Governing Law

This policy will be governed by and interpreted in accordance with Singapore law.

#### 13. Jurisdiction Clause

No compensation for damage will be payable unless judgments are delivered by or obtained from a competent court of jurisdiction within Singapore.

#### 14. Exceptions to Indemnity

Notwithstanding anything to the contrary in this policy, it is agreed that the indemnity provided herein will not apply to:

- (a) Compensation for damage in respect of judgment not delivered by or obtained from a court of competent jurisdiction within Singapore; and
- (b) Costs and expenses of litigation recovered by any claimant from You, which are not incurred in and recoverable in Singapore.

# 15. Geographical Coverage

For Sections 1-12 except Section 6 (1), the insurance coverage is limited to loss occurring within Singapore. For Section 6 (1), the insurance coverage is worldwide excluding those within the geographical areas of USA and Canada. For Section 13, the insurance coverage is worldwide.

#### 16. Notice of Claim

A claim must be notified to us as soon as possible and in any case within thirty (30) days after the occurrence of any event which may give rise to a claim. To report a claim, please call +65 9695 1338 or +65 8218 8521.

# 17. Notice Period

You shall on the happening of any specific loss to the insured person or any loss or damage to the property insured give immediate notice thereof in writing to Us and shall at Your own expense within thirty (30) days after the happening of such loss or damage deliver to Us the claim in writing with detailed particulars and proofs as may be reasonably required. In the case of loss or damage by theft or any attempt there at, You shall also give immediate notice to the Police. If We elect to reinstate any property, You shall furnish to Us all plans, specifications and quantities as We may reasonably require.

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#### 18. Sum Insured for Building, Renovations and/or Contents Cover

You must insure Your Building, Renovation and/or Contents for an amount that represents the full replacement value.

- (a) For Building and Renovation, this is the estimated cost of rebuilding or reconstruction, if the Building and Renovation were completely destroyed.
- (b) For Contents, this is the cost to replace the item on a like-for-like basis based on current market prices.

If You do not insure Your Building, Renovation and/or Contents for the right amount, We will consider that You have under-insured them.

#### 19. Under-insurance

In the event of a claim where the Building, Renovation or Contents cover has been under-insured, You will be responsible for part of the loss or damage. We will work out the percentage based on the difference between the benefit limits as stated in the Schedule and the total actual replacement cost of Your Building, Renovation or Contents at the time of the loss or damage as calculated below:

Full and actual replacement cost

Building, Renovation or Contents

Benefit limit of Building, Renovation or Contents shown in Schedule

Full and actual replacement cost of Building, Renovation or Contents

#### For example:

The benefit limit of Building cover shown in the Schedule - \$200,000 The benefit limit of Renovation cover shown in the Schedule - \$100,000 The benefit limit of Contents cover shown in the Schedule - \$20,000

Full and actual replacement cost of Building at the time of loss - \$400,000 Full and actual replacement cost of Renovation at the time of loss - \$200,000 Full and actual replacement cost of Contents at the time of loss - \$50,000

Your share of insurance for Building is 50% (\$200,000/\$400,000) Your share of insurance for Renovation is 50% (\$100,000/\$200,000) Your share of insurance for Contents is 60% (\$30,000/\$50,000)

If there is a loss or damage to the Building at \$100,000, Renovation at \$80,000 and to the Content at \$15,000, the following will apply.

You will be responsible for paying \$50,000 (50% of \$100,000) to repair, replace or reinstate the Building, \$40,000 (50% of \$80,000) to repair, replace or reinstate the Renovation, and \$9,000 (60% of \$15,000) to repair or replace the Contents.

### 20. Basis Of Settlement

A pair or set of items or articles is treated as one item.

We will settle Your claim, if any, either on an indemnity basis or, at Our option, new for old with provision for wear and tear deduction, if necessary.

# 21. Contracts (Rights of Third Parties) Act

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

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#### 22. Burden of Proof

In any action, suit or other proceeding where We allege that by reason of the provisions of these exclusions, any loss, damage or other contingency is not insured by this insurance, the burden of proving that such loss, damage or other contingency is insured shall be upon You.

#### 23. Proof of Value and Ownership

To help You prove any loss, We recommend that You keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with Your claim.

#### 24. Renewal

If this policy is renewed, We will provide the new terms and conditions (if these apply) for the next policy year before the start date of the next policy year.

If We did not receive any request to cancel the policy as set out in General Condition clause 7, we will take the premium using the current payment method you have chosen.

This policy will apply for as long as we can successfully collect the premium before the premium due date.

#### **DISPUTE RESOLUTION**

Any dispute arising from a matter that is related to or in connection with this Policy shall be referred to the Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This would apply as long as the dispute can be brought before FIDReC.

In the event that the dispute cannot be referred to or dealt with by FIDReC, it shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre which shall be applicable at that time.

#### POLICY OWNER'S 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 General Insurance Association (GIA) or SDIC web-sites (www.gia.org.sg or www.sdic.org.sg).

#### **DATA PRIVACY**

Any information collected or held by Us whether contained in Your application or otherwise obtained may be used and/or disclosed to Our associated individuals/companies or any independent third parties (within or outside Singapore) for any matters relating to Your application, any policy issued and to provide advice or information concerning products and services which We believe may be of interest to You and to communicate with You for any purpose. Your data may also be used for audit, business analysis and reinsurance purposes.

Tiq Home Insurance is an insurance product which is underwritten by Etiqa Insurance Pte. Ltd.

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