

## HomeSafe

### YOUR HOMESAFE POLICY

Here is Your HomeSafe Policy. Please examine this insurance Policy, to ensure that You understand the terms and conditions and that the cover You require is being provided. It is important that the documents and any amendments are read together to avoid misunderstanding.

We recommend that You keep Your Policy in an easily accessible place as it has the contact number of Our appointed assistance company when You require assistance during the Period of Insurance.

If You have any questions after reading these documents, please contact Your insurance agent, broker or Us.

If there are any changes that may affect the insurance provided, please notify Us immediately.

### IMPORTANT NOTICE

All information provided in Your application form, including declarations made over the phone or internet, forms the basis of this Policy. You must answer all the questions in Your application accurately and tell Us everything You know or could reasonably be expected to know that is relevant to Our decision to give You the insurance. Otherwise You may receive no benefit from the Policy.

### HOW YOUR INSURANCE POLICY OPERATES

This Policy is a contract of insurance between You, Our Insured named in the Policy Schedule and Us, the Company.

This policy, the application, declaration or any statement of facts, any clauses endorsed on the Policy, the Policy Schedule and any changes highlighted in Your renewal notice form the contract of insurance between You and Us.

The insurance We provide in this Policy is subject to the terms, conditions, exclusions contained in this policy, the Policy Schedule and any Endorsement to this Policy (hereinafter collectively referred to as the "Terms of this Policy").

In consideration of Your paying to Us the required premium, We agree to indemnify You in the manner and to the extent described in the Policy, in respect of events occurring during the Period of Insurance, or any subsequent period for which You pay and We accept the required premium.

### POLICY DEFINITIONS AND INTERPRETATION

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

**"Accident/Accidental"** means a specific event, which is sudden, unforeseen and unexpected and gives rise to a result, which is not intended or anticipated.

**"Benefit Limit"** means the Maximum Benefit Payable as stated in the Coverage Outline of the Policy Schedule.

**"Bodily Injury"** means physical bodily injury resulting solely and directly from an Accident and does not include any medical condition, sickness or disease, or any naturally occurring condition, or the result of any gradually operating cause.

**"Domestic Helper"** a helper employed by You and residing with You at Your Home.

**"Effective Date"** means this Policy shall become effective and commence on the date specified in the Policy Schedule.

**"Expiry Date of the Policy"** means the last day of every monthly or annual period starting from the Effective Date of the Policy stated on the Policy Schedule where Our liability thereunder shall only be extended upon payment of the monthly or annual premium as applicable.

**"Family Member(s)"** means Your legal spouse, biological child, legally or adopted child permanently residing with You at Your Home

**"Home"** means the Insured Property in the Policy Schedule which is the building occupied as a private dwelling for domestic purposes (house, flat or apartment) constructed of bricks and/or concrete and roofed with tiles and/or other incombustible materials together with its garages and outbuildings, including swimming pools, gardens, footpaths, driveways, gates and fences.

**"Household Contents"** means all description of household goods and Personal Effects situated in the Home which belong to You and Your Family Member(s) for which You are legally liable. However, "Household Contents" do not include:

1. motor vehicles, caravans, trailers, aircraft or watercraft, or spare parts and accessories while attached to or in any of them;
2. any part of the structure of Your Home;
3. livestock, pets and animals;
4. contact or corneal lenses;

5. property used for business trade or professional purposes unless specified in the Policy;
6. aerial devices, antenna, satellite dish and any property in the open;
7. securities, deeds, bonds, bills of exchange, stamps or coins collection, share certificates, Money, credit cards, other negotiable instruments, document, computer software and data files;
8. fixed glass and mirror;
9. plants and living creatures;
10. portable/mobile telephones and the likes;
11. property of tenants, roomers, boards or paying guests

**“Money”** means current legal tender bank or currency notes, crossed cheques, postal and money orders, postal stamps belonging to You used solely for private, social and domestic purposes.

**“Period of Insurance”** means the period up to and including the Expiry Date of the Policy during which the Policy is effective and has not been cancelled or otherwise terminated and shall only be extended upon payment of the monthly or annual premium as applicable.

**“Personal Effects”** means items of personal use, worn or carried by You.

**“Personal Computers”** means desktop, laptop and tablet used solely for private, social and domestic purposes.

**“Permanent Total Disablement”** means disablement that solely directly and totally renders You unable to engage in any occupation for the remainder of Your life as determined in writing by way of a medical report issued by a Registered Medical Practitioner, such medical report to be issued only after You were unfit to work for a period of twelve (12) continuous months from the date of the Bodily Injury as proven by medical certificates to that effect.

**“Policy”** means this policy, Your application form, Your declarations, the Policy Schedule and any Endorsements We have issued under this policy.

**“Pre-Existing Medical Condition”** means any condition for which You had prior knowledge of or has received medical advice, treatment, diagnosis, consultation or prescribed drugs within twelve (12) months preceding the Effective Date of this Policy.

**“Registered Medical Practitioner”** means a person qualified by degree in western medicine and duly licensed or registered with the relevant medical board or council to practice medicine and surgery in the geographical area of his practice, and who in rendering such services is practicing within the scope of his licensing and training. The attending Registered Medical Practitioner shall not be an Insured Person, an employee of the Insured Person, the spouse or relative of the Insured Person.

**“Renovations, Fixtures and Fitting”** means improvements and additions within Your Home installed by You as owner or by any former owner of Your Home in

the form of fixtures and fittings excluding all other permanent fixtures and fittings which were originally part of the Home when it was transferred by the developer or builder to the first owner of the Home.

**“Unoccupied”** means Your Home has not been lived in by You or by any other person with Your permission for thirty (30) consecutive days.

**“Uninhabitable”** means Your Home is assessed by Us or Our appointed assessor/surveyor to be unfit to live in, unable to be occupied in, unliveable or tenantable.

**“Valuables”** means curios, pictures or other work of art, furs, jewellery, jades, gemstones, watches, gold or silver objects, antiques and the like.

**“Waiting Period”** means ninety (90) days from the Effective Date of the Policy where no benefits are payable.

**“We/Us/Our”** means HL Assurance Pte. Ltd.

**“You/Your”** means the person named as the Insured Person in the Policy Schedule.

## INSURED EVENTS

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Notwithstanding anything stated to the contrary in this Policy, this Policy covers loss, damage or destruction to Your Home herein directly caused by any of the undermentioned Insured Events:

1. **Fire, explosion, lightning or thunderbolt** but excluding:
  - (a) arcing, sparking, scorching or heat damage where there is no flame; or
  - (b) irregularities in the power supply.
2. **Hurricane, cyclone, typhoon, windstorm or flood but excluding loss, damage or destruction:**
  - (a) by subsidence, landslip or erosion;
  - (b) to goods in the open.

For the purposes of this endorsement flood shall mean the over-flowing or deviation from their normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water not originating from flows or accumulations in or on Your Home.

3. **Bursting, leaking, discharging or overflowing of water pipes**

Water discharged overflowing or leaking from any pipes, water systems, roof, roof gutters and downpipes, installed in or on Your Home but excluding loss, damage or destruction caused:

  - (a) by water discharged or leaking from sprinkler or drencher installations at Your Home or due to fire or the extinguishing of fire;
  - (b) by seepage;
  - (c) by failure of or inadequacy of or other defect in :

- (i) any water pumping apparatus used for the purposes of discharging water from any basement or sump; or
- (ii) any water apparatus especially fitted or installed for trade purposes or processes;
- (d) to water apparatus;
- (e) directly or indirectly by subsidence, landslip or erosion;
- (f) whilst Your Home is left Unoccupied.

Provided that We shall not be liable for the first \$100 of each and every loss under this Insured Event.

**4. Earthquake, earthquake shock, subterranean fire or volcanic eruption**

**5. Impact by aircraft and other aerial or spatial devices** and articles dropped therefrom.

**6. Riot** which shall mean:

- (a) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not);
- (b) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequence of any such disturbance.

Provided We shall not be liable for loss, damage or destruction resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

**7. Malicious act**

Malicious act of any person (whether or not in the course of a disturbance of the public peace), but excluding loss, damage or destruction:

- (a) to goods in the open; or
- (b) in the course of burglary, housebreaking, theft or any attempt threat or caused by any person taking part therein;
- (c) resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.

**8. Theft, attempted theft or burglary**

Theft, attempted theft or burglary accompanied by violent or forcible entry into Your Home by any person other than Your Family Member(s) or any other person living in Your Home..

**THE BENEFITS**

**Section 1. Household Contents, Renovation, Fixtures and Fittings**

We will pay up to the Benefit Limit, for the loss of or damage to the Home, Renovation, Fixtures and Fittings, and Household Contents including Valuables belonging to

You and/or Your Family Member(s), arising out of an Insured Event covered by this Policy.

**Limits of Indemnity Applicable To Section 1**

1. Our maximum liability in the aggregate for all claims (including Extensions) in respect of Section 1 shall not exceed the Benefit Limit.
2. The following insured items are subjected to a limit of \$2,500 per article and up to one-third of the Benefit Limit under Section 1.
  - a. Valuables;
  - b. Musical instruments;
  - c. Photographic equipment;
  - d. Bicycle/Pedal Cycle;
  - e. Sporting and fishing equipment.
3. Where any insured item under section 1 consists of articles in a pair or set, We will not pay more than the value of any particular part or parts which such article or articles, may have as part of such pair or set; no more than a proportionate part of the insured value of the pair or set.

**EXTENSIONS UNDER SECTION 1**

**(a) Temporary Removal**

If due to an occurrence of an Insured Event, Your Household Contents are temporarily removed from Your Home for temporary storage in a secured premise anywhere in Singapore, We will pay You for the Accidental loss or damage to Your Household Contents up to the Benefit Limit up to thirty (30) days during this period.

We will not pay for loss or damage to Your Household Contents:

- (i) whilst in transit;
- (ii) whilst being removed for sale or exhibition or to furniture depositories;
- (iii) whilst left in an unattended vehicle;
- (iv) by theft unless it involves violence and forcible entry to or exit from a building.

**(b) Alternative Accommodation Expense**

We will pay You \$250 per day, up to the Benefit Limit, for the reasonable cost of alternative accommodation during the period necessary for reinstatement of Your Home when Your Home is assessed to be Uninhabitable due to loss or damage arising out of an Insured Event covered by this Policy.

**(c) Visitors and/or Domestic Helper's Personal Effects**

We will pay You up to the Benefit Limit, for the loss or damage to Your visitors and/or Domestic Helper's Personal Effects whilst contained in Your Home arising out of an Insured Event covered by this Policy.

**(d) Professional Fees**

We will pay You up to the Benefit Limit, for the architects' and surveyors' and consulting engineers'

professional fees necessarily incurred in the repair or reinstatement of Your Home, consequent upon its destruction or damage by an Insured Event but not for preparing any documents exclusively for the purposes of a claim under this Policy.

**(e) Conservancy Charges**

We will pay You up to the Benefit Limit, for the conservancy charges payable by You when Your Home is assessed to be Uninhabitable for at least three (3) days due to any loss or damage arising out of an Insured Event covered by this Policy.

**(f) Emergency Cash Allowance**

We will pay You cash allowance of \$500 per day, up to the Benefit Limit, for the purchase of essential items such as clothing or Personal Effects, when Your Home is assessed to be Uninhabitable for at least three (3) days due to loss or damage arising out of an Insured Event covered by this Policy. This benefit is payable only if the Home is Your principal place of residence.

**(g) Replacement of Personal Computers**

We will pay You up to \$500 per item, up to the Benefit Limit for the replacement cost of Your Personal Computers due to loss or damage arising out of an Insured Event covered by this Policy.

**(h) Removal of Debris**

We will pay You up to Benefit Limit, for the costs and expenses necessarily incurred by You in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of Your Home which has been destroyed or damaged arising out of an Insured Event covered by this Policy.

**(i) Utility Bills Relief**

We will pay You up to the Benefit Limit, for the utility bills payable by You to SP Services when Your Home is assessed to be Uninhabitable for at least three (3) days due to any loss or damage arising out of an Insured Event covered by this Policy. This benefit is payable only if the Home is Your principal place of residence.

We will not cover for any outstanding utility bills incurred before the occurrence of an Insured Event.

**Exclusions Applicable to Section 1**

We will not pay for:

1. loss or damage while Your Home or any part is:
  - a. Unoccupied for more than thirty (30) consecutive days.
2. loss or damage due to:
  - a. wear and tear, mildew, rot, corrosion, rust, gradual deterioration, insects and vermin or the action of light;
  - b. dyeing, repairing or restoring;

- c. domestic animals owned by, and/or in the care, custody and control of You and/or Your Family Member(s)
  - d. any heating or drying process;
  - e. breakage of sports equipment while in use;
  - f. mechanical or electrical breakdown;
  - g. inherent fault or defective workmanship, material or design;
  - h. infidelity or dishonesty on the part of You or any of Your Family Member(s), relatives, parents, siblings or Domestic Helper permanently residing with You or any of Your employees;
  - i. malicious acts committed by You or any of Your Family Member(s), relatives, parents, siblings or Domestic Helper permanently residing with You or any of Your employees.
3. loss or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused material, unless purchased pre-recorded, when We will pay up to the maker's latest list price;
  4. consequential loss or damage of any kind.

**Claim Settlement Applicable to Section 1:**

We may at Our option reinstate, repair or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss, damage or destruction, or may join with any other company or insurers in so doing, but We shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall We be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss, damage or destruction, nor more than the Benefit Limit by Us in respect of such property.

If We so elect to reinstate or replace any property insured that is lost, damaged or destroyed, You shall, at Your own expense, furnish Us with such plans, specifications, measurements, quantities, and such other particulars as We may require, and no acts done, or caused to be done by Us with a view to reinstatement or replacement shall be deemed an election by Us to reinstate or replace.

**Section 2. Loss of Money**

We will pay You up to the Benefit Limit, for the loss of Money kept in locked drawers or safe arising from theft accompanied by forcible and violent entry or exit from the Home. A police report must be submitted by You within twenty-four (24) hours from the discovery of the loss. We will also cover You for any hold-up or armed robbery within the Home.

**Exclusions Applicable to Section 2:**

We will not pay for:

1. loss or damage occurring whilst Your Home has been Unoccupied;
2. financial loss resulting from any credit / charge / debit cards being stolen or accidentally lost and subsequently used by someone;

3. Money belonging to Your employer or relating business or commercial venture;
4. theft by any person who is living with You at Your Home.

### **Section 3. Replacement of Locks and Keys due to Break-In**

We will pay You up to the Benefit Limit, for the cost of replacement of stolen or damaged external locks, and/or keys securing Your Home due to an attempted or actual theft, burglary or robbery.

#### **Exclusions Applicable to Section 3:**

We will not pay for:

1. damage to locks and/or keys as a result of misuse by You, Your Family Member(s), relatives, parents, siblings or Domestic Helper who ordinarily residing with You

### **Section 4. Spoilage of Food and Drinks in Refrigerator**

We will pay You up to the Benefit Limit, for the cost of replacing deteriorated or putrid food in Your refrigerator at Your Home due to the malfunction of the refrigerator, provided that the refrigerator is less than five (5) years old.

#### **Exclusions Applicable to Section 4:**

We will not pay for:

1. Loss or damage caused by the deliberate act by You, Your Family Member(s), Your relatives, parents, siblings or Domestic Helper who are ordinarily residing with you;
2. Loss or damage caused by failure of the supply of electricity occasioned by the deliberate act of any electricity authority / supplier or by the exercise of such authority / supplier of its power to withhold or restrict supply;
3. Loss or damage occurring while Your Home remains Unoccupied;
4. Consequential loss of any kind.

### **Section 5: Accidental Breakage to Fixed Glass and Mirrors**

We will pay You up to the Benefit Limit, for the replacement cost due to Accidental breakage (but not scratching) of fixed glass in windows, doors, fan lights, skylights, verandas and fixed mirrors (other than hand-held mirrors) in Your Home except for the first \$100 of each and every loss.

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

We will not pay for Accidental breakage or otherwise of the following:

1. glassware, crystal, ornaments, vases, lamps, or crockery;
2. a picture tube or screen in a television or electronic visual display unit;
3. a ceramic or glass cooking top;
4. glass in a picture frame, painting, radio set or clock;

5. any item of travertine whether fixed or unfixed, tiles, bench tops, spas or hot tubs;
6. mobile cellular telephones;
7. any items which were wholly or partly in a defective condition at the time of the breakage.

### **Section 6: Personal Liability**

We will pay You up to the Benefit Limit, for damages and/or the claimants' costs in respect of Accidental death of or Bodily Injury to any person or Accidental damage to material property belonging to any person occurring during the Period of Insurance caused by You for which You are legally liable within Singapore.

We will also pay for the costs and expenses incurred by You in conducting Your defence with Our written consent.

In the event of Your death, We will pay Your legal personal representatives in respect of liability incurred by You and covered by the Policy provided that the legal personal representatives observe the terms of the Policy as far as they can apply.

#### **Exclusions Applicable to Section 6:**

We will not pay for loss or damage:

1. arising out of ownership of Your Home;
2. where liability insurance is required by the laws of the Republic of Singapore;
3. for Bodily Injury, including death or illness, to:
  - a. any of Your Family Member(s), relatives, parents, siblings or Domestic Helper ordinarily residing with You;
  - b. any employee of Yours arising out of and in the course of such employment;
4. for damage to property:
  - a. belonging to, under the possession custody or control of either You or Your Family Member(s), relatives, parents siblings or Domestic Helper ordinarily residing with You;
  - b. belonging to any person in Your service or any other person indemnified by this Section;
5. arising from any business, trade or profession;
6. arising from liability assumed under an agreement, unless liability would have existed in the absence of the agreement;
7. arising from the ownership or use of any:-
  - a. vehicle (other than a garden appliance not requiring registration);
  - b. sailing craft or power driven watercraft;
  - c. aircraft or aerial device;
8. arising from vibration or interference with support of land, building or other property or subsidence or any earth movement;
9. any express or implied warranty or agreement unless liability would have existed in the absence of such express or implied warranty or agreement;
10. any punitive and exemplary damages awarded against the Insured;
11. Claims arising from the ownership or occupancy of any land or building.
12. Any court judgment which is not delivered by a court within Singapore

13. Any court judgment which is being appealed by You or Your Family Member(s) or on You or Your Family Members' behalf.

**Section 7: Personal Accident**

If You, and/or Your Family Member(s), shall sustain Bodily Injury caused by an Accident anywhere within Your Home and which within three (3) calendar months from the date of the Accident is the sole and independent cause of the death or Permanent Total Disablement as defined in the table of Events set out below in this section, We will pay You and/or Your Family Member(s) in accordance with the Percentage of Benefit up to the Benefit Limit.

	<b>Events</b>	<b>Percentage of Benefit</b>
1	Death	100%
2	Permanent Total Disablement	100%
3	Total and permanent loss of all sight in both eyes	100%
4	Total loss by physical severance or total and permanent loss of use of:	
	(a) one or two limbs	100%
	(b) one or two hands	100%
	(c) arm above the elbow	100%
	(d) arm at or below the elbow	100%
	(e) leg above the knee	100%
	(f) leg at or below the knee	100%

The aggregate limit We will pay under Section 7 is \$40,000.

The following age restrictions applies for Section 7:  
 (a) You or Your spouse are between the age of eighteen (18) years to sixty-five (65) years old;  
 (b) Your child(ren) are above one (1) year or below twenty-one (21) years old at the time of the Accident.

**Section 8: Bill Protector**

If You sustain Bodily Injury caused by an Accident anywhere within Your Home and which within three (3) calendar months from the date of the Accident is the sole and independent cause of the Death or Permanent Total Disablement, We will pay You up to the Benefit Limit for the utility bills payable by You to SP Services. This benefit is payable only if the Home is Your principal place of residence.

We will not cover for any outstanding utility bills incurred before the occurrence of an Insured Event.

**Exclusions Applicable to Section 7 & 8:**

We will not pay for Bodily Injury caused by

1. Suicide or attempted suicide, self-injury or willful exposure to peril (other than in an attempt to save human life);
2. Pregnancy, miscarriage, abortion or childbirth;
3. Infectious disease, venereal disease, HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency

- Syndrome) and/or any mutant derivatives or variations of this however caused;
4. Mental and nervous or sleep disorders, including but not limited to insanity or any diagnosed psychological or psychiatric disorder, anxiety or depression;
5. Any Pre-Existing Medical Conditions or pre-existing physical or mental defect or infirmity;
6. You being under the influence of drugs (other than those prescribed by a Registered Medical Practitioner but not when prescribed for the treatment of drug addiction);
7. You being under the influence of alcohol, unless it can be established to Our reasonable satisfaction by any claimant that alcohol was not a factor contributing to the happening of the Injury;
8. any willful, malicious, criminal or unlawful acts committed by You or any person acting on Your behalf.

**Section 9. 24 Hours Home Assistance Concierge Services**

We will cover You for the utilization of one (1) concierge service up to a limit of \$50 during a period of twelve (12) consecutive months starting from the Effective Date, subjected to the Waiting Period.

We shall not be liable to pay for any parts or replacement unit of the repaired/defective item or its accessories.

The following are the concierge services available to You:

- 1. Locksmith Assistance**  
 In the event You and/or Your Family Member(s) are  
 (a) locked out of Your Home and/or  
 (b) not in possession of the keys to Your Home, You can contact Our Home Assistance Concierge Services Hotline to arrange for the dispatch of a locksmith to assist You at Your Home.
- 2. Plumbing Assistance**  
 In the event Your Home suffers:  
 (a) a clogged water supply system,  
 (b) a clogged drainage system and/or  
 (c) leaking water pipe(s)  
 You can contact Our Home Assistance Concierge Services Hotline to arrange for the dispatch of a plumber to assist You at Your Home.
- 3. Electrical Assistance**  
 In the event of an electrical power failure/wall switch failure in Your Home, You can contact Our Home Assistance Concierge Service to arrange for a competent electrician to attend to the repair.
- 4. Air-Conditioning Engineer Assistance**  
 In the event that an air-conditioner unit in Your Home is not working, You can contact Our Home Assistance Concierge Services to arrange for an engineer to repair Your air-conditioning unit.
- 5. Pest Control Assistance**  
 In the event Your Home is infested with pests, including but not limited to bees and termites, You

can contact Our Home Assistance Concierge Services Hotline to arrange for a pest control personnel to provide remedy to the situation.

In addition to the above concierge service, We also provide the following additional assistance services on referral arrangement basis only; all expenses actually incurred are to be borne by You.

1. Medical Appointment Services  
(<https://www.docdoc.sg>)
2. Property Refinancing Services
3. Home Cleaning Services
4. Telephone Medical Advice
5. Arrangement of Private Medical Transportation
6. House Movers
7. Renovation Contractors

## **GENERAL CONDITIONS**

(Applicable to the whole Policy)

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### **1. Arbitration**

If there is any dispute as to the amount to be paid under this Policy (liability being otherwise admitted) such dispute shall be determined by arbitration in accordance with the statutory provisions on arbitration in that behalf for the time being in force. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. Unless any such action or suit be commenced within six (6) months of the making of an award We shall not be liable to make any payment in excess of the amount of the award.

### **2. Cancellation of the Policy**

The Policy may be cancelled by You by giving notice to Us in writing provided no claim has arisen during the then current Period of Insurance, such cancellation shall become effective on the first day of the month after notice is received by Us. You shall be entitled to a return of premium on the unexpired part of the Period of Insurance Policy.

This Policy may be cancelled at any time by Us giving fourteen (14) working days' notice by registered mail to Your last known address, such cancellation shall become effective from the first day of the month following the date of such notice issued and in such event We will return a pro rata portion of the premium for the unexpired part of the Period of Insurance.

### **3. Clerical Error**

A clerical error by Us shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

### **4. Contract (Rights of Third Parties) Act 2001**

A person who is not a party to this Policy shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms.

### **5. Currency**

All amount shown are in Singapore dollars. All claims will be paid in Singapore dollars. For claims incurred in a foreign currency, We will convert the foreign currency amount into Singapore Dollars at a foreign currency rate to be determined by Us.

### **6. Data Privacy**

It is hereby declared that as a condition precedent to the liability of Us, You have agreed that any personal information in relation to You provided by or on behalf of You to Us may be held, used and disclosed to enable Us or individuals / organisations associated with Us or any independent third party (within or outside of Singapore) to:

- (a) process and assess the Insurer's application or any matter arising from the Policy Schedule and any other application for insurance cover and/or;
- (b) provide all services related to this Policy.

### **7. Declaration**

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

- a. for the risk insured, You have never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- b. if You have declared that You have breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
  - i. You have fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
  - ii. a copy of the written confirmation from the previous insurer to this effect is first provided by You to Us before cover incepts.

### **8. Duplication of Cover**

We shall not cover You under more than one (1) HomeSafe Insurance Policy issued for the same Home. In the event that You are covered under more than one (1) such Policy, We will consider You to be insured under the Policy first issued and We will refund any duplicate insurance premium payment, which may have been made by or on behalf of You.

### **9. Duty of Care**

You must take all reasonable steps to prevent injury, loss or damage to Your Home which may give rise to a claim under this Policy and to maintain such Your Home in a proper condition.

#### **10. Due Observance**

The conditions that appear in the Policy or in any Endorsements are part of the contract and must be complied with. The due observance and compliance of these conditions by You and the truth of the statements and answers in the proposal form shall be conditions precedent to any liability of Us to make any payment under this Policy.

#### **11. Free Look Period**

If this Policy shall have been issued and for any reason whatsoever You shall decide not to take up the Policy, You can return Your insurance by notifying Us in writing within fourteen (14) days from the date of delivery of the Policy. We will refund the Premium paid unless something has occurred for which a claim may be payable.

#### **12. Forfeiture**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by You or any one acting on his behalf to obtain any benefit under this Policy or if the loss destruction or damage of Your Home be occasioned by the wilful act or with the connivance of You or anyone acting on his behalf all benefits herein shall be forfeited.

#### **13. Governing Law**

Any interpretation of this Policy relating to its construction, validity or operation shall be made in accordance with the Laws of Singapore.

#### **14. Insurers' Rights After a Loss**

On the happening of any loss destruction or damage to Your Home, We may:

- (a) enter and take and keep possession of the building or premises where the loss or damage has happened as well as to conduct investigations into the loss destruction damage as the case may be;
- (b) take possession of or require to be delivered to them any of Your property in the building or Your Home at the time of the loss or damage;
- (c) keep possession of any such property and examine sort arrange remove or otherwise deal with the same;
- (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by Us at any time until notice in writing is given by You that they make no claim under the Policy or if any claim is made until such claim is finally determined or withdrawn and We shall not by any acts done in the exercise or purported exercise of their powers hereunder incur any liability to You or diminish their right to rely upon any of the conditions of this Policy in answer to any claim.

If You or any person on their behalf shall not comply with the requirements of Us or shall hinder or obstruct Us in the exercise of their powers hereunder all benefits under this Policy shall be forfeited.

You shall not in any case be entitled to abandon any property to Us whether taken possession of by Us or not.

#### **15. Jurisdiction Clause**

Notwithstanding anything stated herein to the contrary, the indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Singapore nor to orders obtained in the said court for the enforcement of judgments made outside the Republic of Singapore whether by way of reciprocal agreements or otherwise.

#### **16. Legal Personal Representative**

The terms provisions exceptions and conditions of this Policy, so far as applicable and with any necessary modifications, shall apply to Your legal personal representative.

#### **17. Misrepresentation/Fraud**

If Your answers and declaration in the proposal form is untrue in any respect or if any material fact affecting that risk be incorrectly stated herein or omitted therefrom or if this Insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression or if any claims made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Insurance shall be void from inception.

#### **18. Other Insurances**

You shall give notice to Us of any insurance or insurances already effected, or which may subsequently be effected, covering Your Home and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of Us before the occurrence of any loss or damage, all benefits under this Policy in respect of Your Home shall be forfeited.

If at the time of any Accidental loss, damage or injury which results in a claim under this Policy there is any other insurance covering the same damage or liability or any part of it whether effected by You or by any other person or persons, We shall not be liable to pay or contribute more than its ratable proportion of such loss, damage or injury.

#### **19. Payments of Benefits**

All benefits payable under this Policy shall be paid to You or Your legal representative or Your beneficiary (if any), or otherwise to Your estate in the event of Death. Any payment made by Us in accordance with this condition shall in all cases be deemed final and a complete discharge of all Our liability.



## 20. Premium Before Cover Warranty

- a. The premium due must be paid to the Us (or the intermediary through whom this Policy or Bond was effected) on or before the effective date ("the effective date") or the renewal date of the coverage. Payment shall be deemed to have been effected to Us or the intermediary when one of the following acts takes place:
  - i. Cash or honoured cheque for the premium is handed over to Us or the intermediary;
  - ii. A credit or debit card transaction for the premium is approved by the issuing bank;
  - iii. A payment through an electronic medium including the internet is approved by the relevant party;
  - iv. A credit in favour of Us or the intermediary is made through an electronic medium including the internet.
- b. In the event that the total premium due is not paid to the Us (or the intermediary through whom this Policy or Bond 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 Us. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
- c. Premium Payment
  - i. The payment of the premium when it is due will ensure the continuance of the Policy in force until the next premium is due;

This Policy will be renewed upon the payment of the premium when it is due either on a monthly or annual basis as applicable and stated in the Policy Schedule unless prior written notice of cancellation has been given in accordance with General Condition 2 or the Policy has otherwise been terminated.

## 21. Renewal of Your Policy

This Policy will be automatically renewed by Us on the Expiry Date of the Policy upon satisfaction of the following:

- a) Payment of the premium under General Condition 20;
- b) There is no prior written notice of cancellation given in accordance with General Condition 2 before the Expiry Date of the Policy; and
- c) The Policy has not been otherwise terminated

## 22. Settlement of Claim / Conduct of Defence

No admission offer promise or payment shall be made by or on Your behalf or any person claiming to be indemnified without the written consent of Us which shall be entitled if it so desires to take over and conduct in Your name or such person the defence or

settlement of any claim or to prosecute in Your name or such person for its own benefit any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceedings and in the full settlement of any claim and You and such person shall give all such information and assistance as We may require.

## 23. Subrogation

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

## 24. Transfer of Interest

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

## NOTIFICATION REQUIREMENTS

(Applicable to the whole Policy)

### 1. Claims Notification

On the happening of any loss destruction or damage arising from theft, fire, Accidental loss, malicious damage or vandalism which may give rise to a claim under this Policy, You shall report the same to the police and to Us immediately and give notice within seven (7) working days from the date of loss destruction or damage thereof in writing to Us which shall be delivered to Us by registered mail and shall within thirty (30) working days after such loss destruction or damage or such further time as We may in writing allow at his own expense deliver to Us a statement in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property lost destroyed or damaged and of the amount of such loss destruction or damage thereto respectively having regard to their value at the time of loss destruction or damage together with details of any other insurance in force.

2. On the happening of an event resulting in Bodily Injury or damage to property of a third party which may give rise to a claim under this Policy, You shall notify Us immediately in writing and provide full details in writing within twenty-one (21) working days via registered mail. Every letter claim writ summons and process shall be forwarded to Us immediately on receipt.

3. On the happening of any other loss which may give rise to a claim, You shall notify Us within twenty-one (21) working days in writing and provide full details of the same via registered mail.

Any expenses incurred in the provision of details and documentary evidence of loss destruction or damage shall be wholly borne by You.

## **GENERAL EXCLUSIONS**

(Applicable to the whole Policy)

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### **This Policy does not cover:**

#### **1. Acts of Authorities**

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

#### **2. War Risks**

Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, civil commotion assuming the proportions of or amounting to an uprising, conspiracy, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

#### **3. Any Act of Terrorism**

Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

For this purpose of this Exclusion, "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.

In any action, suit or other proceeding, where We alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon You.

#### **4. Negligence, Wilful, Criminal or Fraudulent Act**

Any loss, damage or liability which in any way is due to:

- (a) negligence, wilful, criminal or fraudulent act on Your part;
- (b) negligence, wilful, criminal or fraudulent act of Your relatives, immediate family, employer, employees, legal representatives, domestic worker, house-/room-mates or tenant who is authorised to gain access to the Property.

#### **5. Radioactive Contamination**

Any loss or expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:

- a. ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or nuclear weapons or materials;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **6. Sonic Bangs**

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

#### **7. 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:-

- 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 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.

## **POLICY OWNER'S PROTECTION SCHEME**

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This Policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage 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 HL Assurance Pte. Ltd. or visit the GIA or SDIC websites ([www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)).

## **CARING FOR OUR CUSTOMERS**

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HL Assurance Pte. Ltd. will make every effort to provide a high level of service expected by all Our policyholders. If on any occasion Our service falls below the standard of Your expectation, the procedure below explains what You can do:

Your first point of contact should always be Your insurance agent or broker. Alternatively, You may submit Your feedback to the manager in charge of the matter You are raising.

We will acknowledge receipt of Your feedback within seven (7) working days whilst We look into the matter You have raised. We will contact You for further information if required within seven (7) working days and provide You with a full reply within fourteen (14) working days.

If the outcome of Your complaint is not handled to Your satisfaction, You can write to:

Chief Executive Officer  
HL Assurance Pte. Ltd.  
11 Keppel Road #11-01 ABI Plaza  
Singapore 089057

We will respond to Your appeal within fourteen (14) working days. If You are still dissatisfied with the CEO's response, We will refer You to a dispute resolution organization, Financial Industry Disputes Resolution Centre Ltd (FIDReC) which is an independent organization. FIDReC's contact details are:

Financial Industry Disputes Resolution Centre Ltd  
36 Robinson Road #15-01  
City House  
Singapore 068877

Telephone : (65) 6327 8878  
Fax : (65) 6327 8488  
Email : [info@fidrec.com.sg](mailto:info@fidrec.com.sg)  
Website : [www.fidrec.com.sg](http://www.fidrec.com.sg)

Important – Please remember to quote Your Policy number / reference in Your communication.