



ace insurance

# ACE HOME GUARD ENHANCED

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Co. Regn. No.: 199702449H

ACE INSURANCE LIMITED hereby insures the Insured Person(s) named in the Certificate of Insurance if included hereunder, subject to the terms, conditions and exclusions contained herein.

IN WITNESS WHEREOF ACE INSURANCE LIMITED has caused this Policy to be executed on and to commence on the Period of Insurance as stated in the Certificate of Insurance provided that this Policy shall not be binding on the Company unless the Certificate of Insurance is signed by an authorised representative of the Company.

For and on behalf of the Company

Kenneth Brown  
Managing Director

## IMPORTANT CUSTOMER INFORMATION

### About Our Policy Wording

This document (which is Our policy wording) contains important information to help You understand **ACE Home Guard Enhanced** Insurance. Before You decide whether to purchase it, You need to read this document carefully to understand its features, benefits and risks.

### The Insurer

The insurer is ACE Insurance Limited (ACE). Their contact details are on the front page of this Policy Wording.

### What You need to read

To determine if this insurance is appropriate for You, it is important that You read:

- this Important Customer Information Section - it contains information on important matters You need to be aware of before applying for this insurance;
- the Definitions Section - it sets out what We mean by certain defined terms in this insurance;
- the Defined Events Section – it sets out the specific perils We will provide cover for under Cover Sections 1;
- Sections 1-3 - it sets out the cover available for contents, personal accident and third party liability;
- Section 4 Scope of Services - it sets out the services provided by way of referral and arrangement;
- Section 5 General Exclusions - it sets out what We do not cover under any of the Cover Sections;
- Section 6 General Conditions - it contains details of Your and Our rights and obligations under this insurance, including if You do not meet Your obligations, We may be able to cancel the insurance or reduce Our liability in respect of a claim to the extent permitted by law; and
- Section 7 Claims - what You need to do when a claim arises
- any other documents We provide to You about the insurance which may change the standard cover.

### Applying for cover

When You apply for this insurance, You will need to complete a proposal form. We will use the information supplied on that form to decide the terms of cover We will provide. We provide cover to You on the terms contained in this document, the proposal and any other document, including the most recent Schedule that We issue to You.

All of these make up Your "Policy" with Us. You need to keep these documents in a safe place together with receipts and other evidence of ownership and value of items You insure.

### Summary of cover and other significant matters

By way of summary, the principal covers available are:

- cover for loss of or damage to Your insured **Contents** including home renovations fixtures and fittings, caused by one of the Defined Events occurring during the Period of Insurance,
- cover for Accidental Death or Accidental Injury resulting in Total Permanent Disablement, Medical Expenses incurred and Hospital Confinement to You, Your spouse and children, and
- cover for legal liability You, your spouse and children incur for Accidental Death or Accidental Injury to any other persons or Accidental damage to any other person's property.

Refer to each Cover Section for details of the basis on which We settle any claim. You need to make sure that You are happy with the extent of cover provided by this insurance. If not, You may not get the cover You require.

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

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

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

For example, Your home has suffered severe damage as a result of Storm passing over Your Property. If Your Policy or Schedule mentions that You have a \$100 Excess, then Our claim payment reimbursing You for the overall loss will be reduced by \$100.

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

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

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

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

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

### Cost of the insurance

The insurance provided is subject to Your payment to pay the Premium We require by the agreed time. In order to calculate Your Premium, We take various factors into consideration, including:

- the type of cover requested;
- the construction of Your Building and/or type of Contents;
- the Sum(s) Insured;
- the location of Your Building and/or Contents;
- Your previous insurance history.

Your Premium also includes amounts payable in respect of compulsory government charges (GST). The amount may vary according to a number of factors such as where You live and Your insurance history.

When You apply for this insurance, You will be advised of the total amount payable. You can choose to pay Your Premium on a monthly basis or on a 12 monthly basis. The amounts due will be clearly set out in Your Schedule.

## Duty of Disclosure

Before You enter into Your Policy with Us, You must disclose fully and faithfully all the facts which You know or ought to know, otherwise the policy issued may be void.

The insurance cover under this Policy is based on the information submitted by You to Us, in the proposal form. If you provided us with any information that is incorrect, please notify Us immediately, otherwise You may receive no benefit in the event of a valid claim.

If the information, which You subsequently provide Us, differs materially from the information set out in the proposal form, We may offer cover on different terms or decline it altogether.

If We do not hear from You within 14 days from the date of issue of this Policy, We will take it that the information is complete and correct.

Please be reminded that You must fully and faithfully declare to Us the facts as You know or ought to know, otherwise You may receive no benefit from the Policy.

## Free Look Rights

Even after You make a decision to purchase this insurance, You still have Free Look rights. You can return Your insurance by notifying Us in writing within 30 days of cover commencing and We will refund the Premium paid unless something has occurred for which a claim may be payable. Even after this Free Look period ends You still have cancellation rights (See Section 6 General Conditions).

## How to make a claim

Section 7 Claims tells You what You need to do. Before We pay any claim, We require evidence as to the extent of loss or damage. Please ensure that, where possible, You keep any photographs or other documentation in respect of loss or damage to make the process as easy as possible.

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

## Our contact details

If You or Your adviser need to contact Us, have any questions or would like any further information regarding this insurance, You may contact Our Customer Service Hotline: 63988797, Mondays to Fridays, 9am-5pm.

## DEFINITIONS

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

**“ACE”, “We”, “Us” and “Our”** means the insurer, ACE Insurance Limited.

**“You” and “Your”** means the Insured except where a different definition is provided in the Section.

**“Accident” or “Accidental”** means a sudden, unforeseen, unfortuitous and unintended event.

**“Accidental Death”** means death occurring:

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

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

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

**“Building”** means the following:

- residential buildings
- domestic outbuildings,
- fixed coverings to walls, floors and ceilings,
- services, which includes the supply of electricity and water
- Items built in or fixed to the building
- Blinds or awnings on the outside of the buildings

**“Business”** means any business, trade, profession, occupation, agistment of stock, grazing, farming, commercial or income earning activity, but it does not mean tenancy of the Building.

**“Commencement Date”** means 12:01AM Singapore Time on the date We agree to provide insurance under the Policy and which is shown on Your Policy Schedule.

**“Confined” or “Confinement”** means Confinement for a continuous uninterrupted period of at least twenty-four (24) hours in a Hospital as a resident bed patient upon the advice of and under the regular care and attendance of a Doctor.

**“Contents”** means contents as defined in Section 1 Contents Cover.

**“Defined Events”** means the Defined Events listed in the Defined Events Section.

**“Disappearance”** means when your body has not been found within twelve (12) months from the date of the disappearance, sinking or wrecking of a conveyance in which you were travelling on that date.

**“Doctor”** means a legally registered medical practitioner who is not You or Your relative.

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

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

**“GST”** means Goods and Services Tax.

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

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

- (a) operates primarily for the reception, care and medical treatment of sick, ailing or injured persons as in-patients;
- (b) provides full-time nursing service by and under the supervision of a staff of nurses;
- (c) has a staff of one (1) or more Doctors available at all times;
- (d) maintains organised facilities for the medical diagnosis and treatment and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- (e) is not primarily a clinic, nursing, rest or convalescent home or home for the aged or place for alcoholics or drug addicts or similar establishment or a special unit of a Hospital used primarily for such purposes;
- (f) is not a mental institution or an institution confined primarily to the treatment of psychiatric disease including sub-normality or the psychiatric department of a Hospital; and
- (g) is not a health hydro or nature cure clinic.

**“Insured”** means the person named as the Policyholder in the Schedule.

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

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

**“Medical Expenses”** means usual, reasonable and customary Doctors’ fees, hospitalisation fees, medical supplies and medications all of which must have been necessary and reasonably incurred in the medical or surgical treatment of Accidental Injury. The medical or surgical treatment must be administered by a Doctor within one (1) year after the date of the accident, and the first expense must have been incurred within four (4) weeks of the date of the accident.

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

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

**“Period of Insurance”** means one (1) month from the Commencement Date or the latest Renewal Date whichever is the later.

**“Permanent”** means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

**“Permanent Total Disablement”** means disablement occurring:

- (a) as a result of an Accidental Injury; and
- (b) within one hundred and eighty (180) days of the accident causing the injury, and which, having lasted for a continuous and uninterrupted period of at least three hundred and sixty-five (365) days, will, in all probability, entirely prevent a person from engaging in gainful employment of any and every kind for the remainder of that person’s life.

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

**“Pre-Existing Medical Condition”** means:

- (a) any condition for which a Doctor was consulted or for which treatment or medication was prescribed prior to the Commencement Date; or
- (b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware of at the Commencement Date.

**“Premises”** means the residential address shown in the Schedule where the Contents are located.

**“Premium”** means the amount You have to pay Us (inclusive of all Government charges) for Your insurance.

**“Replacement Cost”** means the cost of replacing, rebuilding or repairing the Building and/or Contents to a condition substantially the same as their condition when new. If the Building is heritage or the architectural features and/or structural materials of the Building possess an ornamental, antiquarian or historical character, or the original materials are not available when the Building and/or Contents are lost or damaged, Replacement Cost shall mean the rebuilding or replacement or repairing or restoring to a reasonably equivalent appearance and capacity using original design and suitable equivalent materials.

**“Renewal Date”** means one (1) month from the Commencement Date and subsequently, the same day of each successive month.

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

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

**“Sum Insured”** means the relevant sum insured for each of the following as specified in the Schedule or Your Policy:

- Your Contents including home renovations fixtures and fittings;
- Personal Accident
- Public Liability

The Sum Insured, or any other amount stated in Your Policy and any claim settlements, include GST.

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

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

## THE AGREEMENT BETWEEN YOU AND US (YOUR POLICY)

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

## DEFINED EVENTS

The following are the Defined Events for which cover is provided under Section 1 Contents Cover where applicable (see these Sections for details):

### 1. Fire, explosion, lightning or thunderbolt

Excluding loss or damage caused by:

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

### 2. Earthquake

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

### 3. Theft, attempted theft or burglary

Excluding theft, attempted theft or burglary:

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

### 4. Bursting, leaking, discharging or overflowing

We will pay for loss or damage caused by the bursting, leaking, discharging

or overflowing of fixed guttering, fixed tanks, fixed pipes, waterbeds or other fixed apparatus used to hold or carry liquid of any kind.

We will not pay for:

- (a) the cost of repair or replacement of the damaged or defective part or apparatus including waterbeds;
- (b) loss or damage due to faulty or porous shower recesses or cubicles;
- (c) any additional cost necessary to match existing décor;
- (d) the cost of repair or replacement of structural defects and faulty design;
- (e) loss or damage caused as the result of the gradual escape of liquid over a period of time where You or a reasonable person in the circumstances could be expected to have been aware of such gradual escape of liquid; or
- (f) loss or damage due to lack of maintenance, wear and tear or neglect;
- (g) the first \$100 of each and every loss.

### 5. Acts of Malicious Damage or Vandalism (see Definitions)

Excluding Malicious Damage or Vandalism by:

- (a) You or any person who is living with You at the Premises,
- (b) tenants, roomers, boarders or paying guests and their visitors,
- (c) any person who entered the Premises with Your consent or the consent of any person who is living with You at the Premises.

### 6. Storm (see Definitions), hurricane, typhoon, flood

Excluding loss or damage caused:

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

### 7. Impact

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

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

### 8. Riot or civil commotion

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

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

## SECTION 1. CONTENTS COVER

This cover only applies when Contents cover is specified as covered in the Schedule.

### 1.1 Definition of You and Your, Contents and specified limits

The term “You” and “Your” means the person named as the Insured in the schedule and those persons who reside with the named insured(s) permanently who are any of the following:

- their legal spouse or de facto, or
- any member of the named insured's own family and their spouse's or de facto's family;

Contents means Your:

- carpets, internal blinds and curtains. We will pay only in the room, hall or passage where loss or damage occurred,
- computer systems and their accessories and photographic equipment and their accessories at the Premises,
- clothing,
- swimming pools and spas not permanently fixed,
- furniture and household goods,
- if You are a tenant, fixture and fittings belonging to the landlord for

which You are legally liable or which have been installed by You when the Contents Sum Insured is not otherwise exhausted,

- fine art, paintings, antiques and curios and other bona fide works of art up to \$250 any one article or such other amount for Specified Contents specified in the Schedule, and up to a maximum of 5% of the Contents Sum Insured for any one claim,
- Valuables up to \$1,000 any one article, set or collection and up to a maximum of 30% of the Contents Sum Insured for all articles, sets or collections, but only whilst at the Premises. We will not pay for the first \$100 for each and every claims made on the Policy,
- sporting and fishing equipment and pedal cycles at the Premises and not being used, whilst securely locked, up to a maximum of \$2,500 for any one claim,
- surfboards, sailboards, surf skis, canoes or kayaks.

#### Contents are not:

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

### 1.2 Benefit

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

### 1.3 How We settle any valid claim

- (a) We will, at Our option, where it is determined by Us that the claim is payable under this Section:
  - (i) repair or replace the damaged contents or pay You the reasonable cost of repair or replacement thereof; or
  - (ii) pay You up to the Contents Sum Insured,taking into account the relevant limits that apply to particular contents. See Section 1.1 for the limits and the Schedule for any Contents limits.
- (b) **Pairs, Sets and Parts**

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

### 1.4 Exclusions Applicable to Section 1

We will not pay for loss or damage to Contents:

- a) left in a motor vehicle or watercraft;
- b) whilst in transit, with exception to Personal Effects;
- c) whilst in transit to or stored in any commercial storage facility or furniture repository;
- d) whilst in transit to or stored in any exhibition, auctioneers room, museum, art gallery or when being consigned;
- e) when sent by courier or by post;
- f) left in the Open Air.

(Please refer to the other general terms, conditions and exclusions of this document and Your Policy as they affect this cover).

### 1.5 Additional Benefits and Limitations:

#### (a) Removal of debris

We will cover the reasonable expenses to remove debris of Contents following loss or damage covered in Section 1.2 up to a maximum of 10% of the Contents Sum Insured.

#### (b) Replacement of locks and keys

If the keys to external doors or window locks are stolen or locks are damaged due to an attempted or actual violent and forcible entry or break in at the Premises, during the Period of Insurance, when the Premises is owned or tenanted by You as Your principal residence, We will pay the reasonable and necessary costs of replacing the external locks, keys or cylinders with similar items up to the limit specified in the Schedule.

#### (c) Newly acquired principal residence

If You are moving to a new Premises, to be permanently occupied by You as Your principal place of residence within Singapore, We will cover Your Contents but only whilst they are contained in the new Premises for a period of thirty days but:

- (i) the total liability at both Premises will be limited to the Contents Sum Insured;
- (ii) the cover on Your Contents at the old Premises will cease thirty days from the date Contents Were first removed to the new Premises; and
- (iii) You must advise Us in writing of the new Premises within thirty days from the date Contents Were first moved to the new Premises and pay Us any additional Premium and agree to any other terms We may require.

#### (d) Alternative accommodation when principal residence becomes uninhabitable

If the Premises is owned and occupied by You as Your principal place of residence and it becomes uninhabitable following loss or damage covered by Section 1.2, We will cover the additional cost of reasonable temporary accommodation for You up to 6 months or the period it takes to make the Premises inhabitable, whichever is lesser, up to the limit specified in the Schedule.

#### (e) Accidental Death or Theft of Pedigree Pets

In the event of the Accidental Death or Theft of Your pedigree pet, ACE will pay You up to the limit specified in the Schedule. A police report is required to submit a claim for Theft of pedigree pet and vet bill/verification is required to submit a claim for Accidental Death of pedigree pet. Documentary proof of pedigree and ownership must be provided when submitting a claim.

#### (f) Theft of sporting and fishing equipment and pedal cycles temporarily removed from the Premises

In the event of theft of sporting and fishing equipment and pedal cycles temporarily removed from the Premises and not being used, We will pay up to the limit specified in the Schedule. Items must be secured and locked at the time of theft or loss. We will not pay for any partial theft of the items or parts of the items.

#### (g) Deterioration of Frozen Food

In the event that the frozen food in Your deep freezer or freezer section of Your refrigerator at the Premises has deteriorated as a result of failure of the freezer, and provided that the freezer or refrigerator is less than five (5) years old, We will pay You for the cost of replacing deteriorated or putrid food up to the limit specified in the Schedule.

We will not pay for:

- (i) loss or damage caused by the deliberate act of You or any person who is living with You at the Premises;
- (ii) 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;
- (iii) loss or damage occurring while the Premises is left unoccupied for a period of exceeding sixty (60) consecutive days;
- (iv) consequential loss of any kind.

#### (h) Loss of Money due to Theft

In the event of theft of Your personal money with visible evidence of actual violent and forcible entry at the Premises, during the Period of Insurance, when the Premises is owned or tenanted by You as Your principal residence, We will pay for the loss of money up to the limit specified in the Schedule.

We will not pay for:

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

#### (i) Loss of Rent

If the Premises is owned by You and You have tenanted the Premises to others it becomes uninhabitable following loss or damage covered by Section 1.2, We will cover You the Loss of Rent for up to 2 months or the period it takes to make the Premises inhabitable, whichever is lesser, up to the limit specified in the Schedule.

**(j) Misuse of Credit Cards following loss or Theft**

We will indemnify You for any loss for which You are responsible as a result of misuse of any credit card owned by You by any unauthorized persons following a loss or theft of the credit card whilst contained at the Premises before the credit card company has received notification of the loss provided You have complied with the terms on which the credit cards were issued.

We will only cover for loss or theft of Your credit card whilst contained at the Premises following a loss or damage covered under Section 1.2 occurring during the Period of Insurance. Losses not reported to the credit card company within twenty-four (24) hours of discovery of the loss are not covered.

We will only indemnify You up to the limit specified in the Schedule.

**SECTION 2. PERSONAL ACCIDENT COVER**

**This cover only applies when Personal Accident is specified as covered in the Schedule.**

For the purpose of this section, the term “You” and “Your” means the Insured, his Legal Spouse and Children who permanently reside with the Insured.

**2.1 Benefit**

(a) In the event of Your Accidental Death, We will pay Your estate the benefit amount as stated below.

If the Accidental Death is payable because of a Disappearance, We will only pay if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that You did not die or did not die as a result of an Accidental Injury.

(b) If You suffer an Accidental Injury which results in Permanent Total Disablement and a Doctor certifies this, We will pay You the Permanent Total Disablement Benefit specified in the Schedule current at the time of the accident causing the Accidental Injury.

Our maximum liability We will pay under the Accidental Death Benefit or Permanent Total Disablement Benefit for You and/or Your Spouse and/or each of Your children is specified in the Schedule.

(c) If You incur Medical Expenses as a result of an Accidental Injury, We will pay You, upon production of original invoices and/or receipts, the Medical Expenses Benefit specified in the Schedule current at the time of the Accident causing the Accidental Injury.

In the event You become entitled to a refund of all or part of such expenses from any other source, We will only be liable for the amount not recoverable by You from such other source.

(d) If You have been Confined in a Hospital as a result of an Accidental Injury, within thirty (30) days from the date of the accident, and a Doctor certifies this, We will pay You the limit specified in the Schedule for each day of Confinement current at the time of the accident causing the Accidental Injury, for a period not exceeding one hundred (100) days for any one Accidental Injury.

Successive periods of Confinement due to the same or a related cause shall be considered as arising from one Accidental Injury unless their occurrences are separated by at least twelve (12) consecutive months of non-Confinement.

We shall also not be liable if:

- (i) You or Your spouse are below the age of eighteen (18) years or above sixty-five (65) years or
- (ii) Your children are below one (1) year or above twenty-one (21) years at the time of the accident.

**2.2 How We will settle any valid claim**

If We pay an Accidental Death event, We will pay this amount to the estate. For Permanent Total Disablement, Medical Expenses and/or Hospital Confinement, We will pay the amounts under Your Policy to You.

**2.3 Exclusions Applicable to Section 2**

We will not pay for any accident arising directly or indirectly out of:

- (a) deliberate self-inflicted injury, suicide or, criminal or illegal act; or
- (b) You being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice; or
- (c) You engaging in any professional sport meaning Your livelihood is substantially dependent on income received as a result of Your playing sport; or
- (d) You engaging in any motor sports as a rider, driver and/or a passenger; or
- (e) You being a pilot or crew member (on active duty) of any aircraft, or engaging in any aerial activity, including parachuting and hang-gilding, except as a passenger in any properly licensed aircraft; or
- (f) Pre-Existing Medical Conditions; or
- (g) illness, disease, bacterial or viral infection, even if contracted by Accident, other than bacterial infection that is the direct result of an Accidental cut or wound or Accidental food poisoning; or

- (h) any condition which is, results from or is a complication of infection with a venereal disease; or
- (i) any condition which is, results from or is a complication of congenital conditions or deformities; or
- (j) any condition which is, results from or is a complication of geriatric or psycho-geriatric or psychiatric condition, stress, anxiety and depression; or
- (k) Any condition which is, results from or is a complication of pregnancy, childbirth, miscarriage or abortion; or

(l) acupuncture treatment.

We shall also not be liable if:

- (i) You or Your spouse are below the age of eighteen (18) years or above sixty-five (65) years or
- (ii) Your children are below one (1) year or above twenty-one (21) years at the time of the accident.

**SECTION 3. LIABILITY COVER**

**This cover only applies when Liability cover is specified as covered in the Schedule.**

For the purpose of this section, the term “You” and “Your” means the person named as the Insured in the schedule and those persons who reside with the named insured(s) permanently who are any of the following:

- their legal spouse or de facto, or
- any member of the named insured's own family and their spouse's or de facto's family.

**3.1 Additional Definitions Applicable To Section 3**

Word or Term	Meaning
<b>Compensation</b>	monies paid or payable by You for Personal Injury pursuant to: <ul style="list-style-type: none"> <li>• court judgment; or</li> <li>• settlement with the consent of ACE</li> </ul> including any Defence Costs. “Compensation” does not include: <ul style="list-style-type: none"> <li>• aggravated, punitive or exemplary damages; or</li> <li>• fines or penalties imposed by law (including civil penalties); or</li> <li>• any matters which are deemed uninsurable under the law.</li> </ul>
<b>Defence Costs</b>	legal costs and disbursements and related expenses incurred in: <ol style="list-style-type: none"> <li>1. defending any proceedings;</li> <li>2. conducting any claim for contribution or recovery; or</li> <li>3. investigating, avoiding or reducing or settling a Claim,</li> </ol> incurred by: <ul style="list-style-type: none"> <li>(a) You with the written consent of ACE; or</li> <li>(b) ACE after it has assumed conduct of any proceedings.</li> </ul> “Defence Costs” does not include any of Your internal or overhead expenses or the cost of Your time.
<b>Employment Practices</b>	any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment of any person by You.
<b>Occurrence</b>	an event including continuous or repeated exposure to substantially the same general conditions which results in Personal Injury or Property Damage neither expected nor intended from Your standpoint. All events of a series consequent on or attributable to one source or original cause are deemed one Occurrence.
<b>Accidental Property Damage</b>	<ul style="list-style-type: none"> <li>• physical damage to, destruction of or loss of tangible property including the loss of use thereof at any time resulting therefrom due to an Accident; or</li> <li>• loss of use of tangible property which has not been physically injured or destroyed, provided such loss of use is caused by physical damage of other tangible property due to an Accident.</li> </ul>

**3.2 Benefit**

This cover only applies when Section 3 – Liability Cover is stated as taken out in the Schedule.

ACE agrees to indemnify You up to the limit specified in the Schedule, against all sums which You become legally liable to pay to a Third Party as Compensation in respect of:

- Accidental Death or Accidental Injury; or
- Accidental Property Damage occurring during the Policy Period.

### 3.3 Exclusions Applicable

In addition to the General Exclusions applying to all Sections of the Policy set out at Section 4 of this Policy wording,

ACE will not cover any legal liability directly or indirectly arising out of or in any way connected with the following:

#### 1. Assault or Battery

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

#### 2. Claims Outside the Republic of Singapore

any actions or claims brought in a court or tribunal outside the Republic of Singapore.

#### 3. Building Alterations

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

#### 4. Business or Profession

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

#### 5. Contractual Liability

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

#### 6. Earth Movement

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

#### 7. Employers Liability

any liability:

- in respect of which You are or would be entitled to indemnity under any fund, scheme, policy of insurance or self insurance pursuant to or required by any legislation relating to workers' compensation whether or not such insurance has been effected; or
- imposed by the provisions of any industrial award or agreement or determination where such liability would not have been imposed in the absence of such industrial award or agreement or determination; or
- relating to Employment Practices.

#### 8. Fines and penalties

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

#### 9. Goods

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

#### 10. Libel or slander

any act of libel or slander.

#### 11. Marine structures

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

#### 12. Ownership of land or buildings

the ownership of land or building.

#### 13. Personal Injury to You or Your Family

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

#### 14. Professional Liability

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

#### 15. Property Owned or Under You or Your Family's Control

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

#### 16. Tobacco and Smoke

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

#### 17. Vehicles, Trailers, Watercraft and Aircraft

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

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

### 3.4 Limit of Liability applicable to Section 3

ACE's liability to indemnify You in respect of Compensation (including Defence Costs) arising from any one Occurrence shall not exceed the limit specified in the Schedule.

ACE's liability to indemnify You in respect of Compensation (including Defence Costs) arising from all Occurrences in the Policy Period shall also not exceed the limit specified in the Schedule.

### 3.5 Conduct of Defence of Claim

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

## SECTION 4. ACE 24-HOUR HOME ASSIST – SCOPE OF SERVICES

The services provided under Parts (a) to (f) of this Section 4 are by way of referral and arrangement only, and all expenses actually incurred are to be borne by You. We may, at our option, change the scope of services provided under Parts (a) to (f) of this Section 4 and/or the provider of such services by giving You at least one month's prior notice in writing to Your address on file.

#### (a) Telephone First Aid Advice

ACE 24-Hour Home Assist will arrange for the provision of first aid advice to You over the telephone.

#### (b) Home Cleaning Referral

In the event You require assistance for carpet cleaning, sofa cleaning, window cleaning, wall tiles or floor tiles cleaning at the Premises, ACE 24-Hour Home Assist will provide referral information on the service providers and their charges. ACE 24-Hour Home Assist will also assist You in arranging for a house call, if necessary.

#### (c) Emergency Nurse Assistance

In the event of an emergency and when requested by You, ACE 24-Hour Home Assist will assist You by arranging for a registered nurse to be at the Premises.

#### (d) Electrician Referral

In the event that You need electricians to provide services like installation and maintenance of electrical fittings, repair of household appliances, ACE 24-Hour Home Assist will provide referral information regarding electricians and if possible, their costs. ACE 24-Hour Home Assist will also assist You in arranging for a house call, if necessary.

#### (e) Locksmith Referral

In the event that You are locked out of the Premises, ACE 24-Hour Home Assist will provide You with referral information regarding locksmiths and if possible, their costs. ACE 24-Hour Home Assist will also assist You in arranging for a house call, if necessary.

#### (f) Plumber Referral

In the event that the plumbing at the Premises is clogged or a leak has sprung, ACE 24-Hour Home Assist will provide You with referral information to plumbers as well as their costs. ACE 24-Hour Home Assist will also assist You in arranging for a house call, if necessary.

## SECTION 5. GENERAL EXCLUSIONS

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

#### 5.1. loss or damage to Your property which is caused by, arising from or in anyway connected with:

- wear and tear, rust, corrosion, gradual deterioration and depreciation,
- mechanical, electrical or electronic breakdown including when caused by any power supply irregularity including power surge except when caused by the actual burning out of an electric motor or any other Defined Event,
- mildew and atmospheric or climatic conditions other than by rain sleet and hail,
- domestic animals,
- vermin, insects or by the pecking, clawing, chewing, eating or nesting by birds and other wildlife,
- any process of cleaning, repairing, restoring or retouching of any item,
- any process involving the application of heat or the use of chemicals,
- tenants, roomers, boarders or paying guests and their visitors arising from or due to larceny, theft, malicious damage, vandalism or deliberate or intentional acts,

- (i) settlement, shrinkage, vibration or expansion in buildings, foundations, walls or pavements,
  - (j) faulty workmanship, inherent defect, errors or omissions in design, structural defects and faulty design,
  - (k) water seeping or otherwise percolating through a wall, floor or roof,
  - (l) the roots of trees, shrubs, plants and grass,
  - (m) erosion,
  - (n) mold, mildew, fungi, fungus, wet or dry rot or bacteria.
- 5.2.** consequential loss of any kind.
- 5.3.** loss or damage or liability arising from the consequences of war, undeclared war, rebellion, civil war, insurrection, revolution, invasion, war like acts of military forces or personnel, or the destruction or seizure of property for military purposes.
- 5.4.** loss or damage or liability caused by the confiscation, destruction or seizure of property by any government or public authority or other authority except when in connection with any riot or civil commotion.
- 5.5.** loss or damage or liability caused by or arising from nuclear or radioactive contamination.
- 5.6.** loss or damage or liability caused by or in connection with contamination and pollution and the removal of any resultant pollutants and contaminants.
- 5.7.** loss or damage or liability arising out of the failure or inability of any item, equipment, computer or computer software including but not limited to firmware, data and embedded chips to recognise correctly, to interpret correctly or to process correctly any data or to function correctly beyond any time when that item, equipment or computer software has not recognised, interpreted or processed correctly any data.
- 5.8.** loss or damage to Your property when Your Building is undergoing any process of construction, demolition, alteration or repair.
- 5.9.** loss or damage or liability resulting from or in connection with any error in computer programming or instructions to the computer.
- 5.10.** loss or damage or liability when intentionally caused by You or a person acting with Your consent, including losses resulting from the taking or other misappropriation of the Contents or Valuables.
- 5.11.** loss or damage to property when sent by courier or by post.
- 5.12.** loss or damage caused by or in connection with earth movement caused by landslip, landslide or subsidence, unless such loss or damage occurs within 24 hours of and as a direct result of one or more of the following listed events:
- (a) storm, rainwater or wind, or
  - (b) earthquake, or
  - (c) explosion, or
  - (d) water escaping from fixed pipes or apparatus.
- 5.13** asbestos or asbestos products or any materials containing asbestos in whatever form or quantity.
- 5.14.** loss or damage or liability caused by or in connection with Your failure to use all reasonable means to protect and maintain the insured property before, at, or after the time of any loss or damage.
- 5.15.** loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from, or in connection with:
- (a) any act of Terrorism; or
  - (b) any action taken in controlling, preventing, suppressing, retaliating against or in any way responding to or relating to an act of Terrorism regardless of any other contributing cause or event.

"Terrorism" means an act, including but not limited to, the use of or threat of, force or violence by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which from its nature or context is committed for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to coerce, influence or intimidate any government and/or the public or any section of the public.

## SECTION 6. GENERAL CONDITIONS

These conditions apply to the whole of Your Policy.

### 6.1 Alteration to Risk

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

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

If ACE accepts the altered risk, You must pay ACE any additional premium it requires.

### 6.2 Applicable Law

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

### 6.3 Arbitration

If any dispute or difference arises between ACE and You or any of the parties hereto concerning any matter arising out of this Policy, such dispute or difference shall be referred to arbitration in accordance with the provisions of the Arbitration Act, Chapter 10 of Singapore, and any statutory modification or re-enactment thereof then in force within three (3) months from the day such parties are unable to settle the differences amongst themselves.

### 6.4 Assignment

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

### 6.5 Authorised Representative

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

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

### 6.6 Cancellation

- You may cancel this Policy at the end of any Period of Insurance by giving Us at least 7 days prior written notice.
- We may cancel the Policy at the end of any Period of Insurance by giving You at least 7 days prior notice in writing to Your address on file, and in accordance with the law, including where You have:
  - (i) made a misrepresentation to Us before the Policy was entered into,
  - (ii) failed to comply with Your Duty of Disclosure,
  - (iii) failed to comply with a provision of Your Policy including failure to pay the Premium,
  - (iv) made a fraudulent claim under Your Policy or any other Policy during the time Your Policy has been in effect,
  - (v) failed to notify Us of a specific act or omission as required by Your Policy,
  - (vi) failed to tell Us about any changes in the circumstances of the risk during the Period of Insurance.

If cancellation is within the first 12 months from the commencement of the Period of Insurance and subject to Your Free Look period rights (See Important Customer Information section), We will keep the Premium for the period that Your Policy was in force at the customary short period rate for the time in force and refund the premium for the remaining period less 25% of the total Premium provided that no claims have been made.

The refund premium shall be calculated as follows:

$$\text{Premium} \times \frac{\text{Unused Period of insurance}}{\text{Original Period of insurance}} \text{ less Premium} \times 25\%$$

We will not refund any premium for cancellation of policy if You have been paying Your Premium on a month to month basis (monthly policy) or there is a Total Loss claim or when You request for Your policy to be cancelled after 9 months from the commencement date.

### 6.7 Conditions Precedent To The Company's Liability

The liability of the Company for any benefit under this Policy is conditional upon:

- (a) the truth of the statements and information as provided to ACE by You; and
- (b) the due observance and fulfilment of the terms and conditions of this Policy insofar as they relate to anything to be done or complied with by You.

### 6.8 Changes in Policy

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

### 6.9 Duty of Disclosure

Before You enter into Your Policy with Us, You must disclose fully and faithfully all the facts which You know or ought to know, otherwise the policy issued may be void.

### 6.10 Excess

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

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

#### 6.11 Inspection and Salvage

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

ACE is entitled to obtain and retain any property or items that are salvaged or recovered after it pays a claim by replacing or paying to replace such property or items. ACE may sell the property or items and keep the proceeds.

#### 6.12 Interpretation

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

#### 6.13 Notice Of Trust Or Assignment And Third Party Rights

ACE shall not be bound or be affected by any notice of any trust, charge, lien, assignment or other dealing with or in relation to this Policy.

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

#### 6.14 Other Insurance

To the extent permitted by law, when other insurance applies to a covered loss, We will pay only in excess of the other insurance, limited to the indemnity being provided under Your Policy, unless that other insurance was specifically written to be excess over the indemnity provided in Your Policy.

Should You make a claim under Your Policy, You must advise ACE of any other insurance which may cover the loss or damage or Accident.

#### 6.15 Payment of Benefits

You may not be covered under more than one (1) ACE Home Guard Enhanced insurance plan. If You are covered under more than one (1) such Policy, We will consider that person to be covered under the Policy which provides the highest benefits. Where the benefits under any additional Policy are identical, We will consider that person to be insured under the Policy first issued. All policies not recognised by Us shall be cancelled. We will refund, without interest, any duplicated premium.

#### 6.16 Payment of Benefits Upon Death

Upon death of the Insured, all benefits which are payable to the Insured under this Policy shall be made to the Estate of such person.

#### 6.17 Renewal of Your Policy

- a) If either party wishes not to renew the Policy at the end of any Period of Insurance, notice of cancellation must be given in accordance with Clause 6.6. If no such notice has been given by either party, Your payment of the premium on each Renewal Date will result in a policy with the same terms and conditions automatically coming into existence for one (1) month from that Renewal Date.
- b) If You are paying Your Premium on a 12 monthly basis, and if either party wishes not to renew the Policy at the end of any Period of Insurance, notice of cancellation must be given in accordance with Clause 6.6. If no such notice has been given by either party:
  - (i) a policy with the same terms and conditions will automatically come into existence for one (1) month from each Renewal Date, until the expiry of twelve (12) months from the Commencement Date.
  - (ii) Your payment of a subsequent twelve (12) months' advance premium on each anniversary of the Commencement Date will result in clause 6.17 (b)(i) applying for subsequent periods of twelve (12) months from the relevant anniversary date.

#### 6.18 Payment before Cover Warranty – Applicable to Individual Policyholders

- a) The total premium due must be paid to and actually received in full by ACE or the intermediary through whom the Policy was effected ('the intermediary') on or before the Commencement Date of coverage under the Policy, Renewal Certificate, Cover Note and/or Endorsement ('the Commencement Date').
- b) If the total premium is not paid and received in full by ACE or the intermediary on or before the Commencement Date, the Policy, Renewal Certificate, Cover Note and/or Endorsement shall be deemed to be cancelled immediately, and no benefits shall be payable by ACE. Any payment received thereafter shall have no effect whatsoever on the deemed cancellation.
- c) This "Payment Before Cover Warranty" provision shall prevail over any inconsistent terms (if any) in the Policy.
- d) In respect of insurance coverage with Free Look provision, You may return the original policy document to ACE or the intermediary within the Free Look period if You decide to cancel the cover during the

Free Look period. In such an event, You will receive a full refund of the premium paid to ACE provided that no claim has been made under the insurance.

#### 6.19 Policy Reinstatement after Partial Loss

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

#### 6.20 Reasonable Care

You must:

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

#### 6.21 Subrogation

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

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

#### 6.22 Total loss

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

#### 6.23 Unoccupied Property

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

## SECTION 7. Claims

### Claims Conditions Applicable To All Sections

#### What You must do:

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

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

We may have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made under Section 2 Personal Accident. We may also arrange an autopsy if We reasonably require one.