

## FIRE POLICY

In consideration of the Insured named in the Schedule hereto paying to **CHINA TAIPING INSURANCE (SINGAPORE) PTE. LTD.** ("CTPIS" or "Company") the Premium mentioned in the said schedule.

The Company agrees subject to the terms and conditions contained herein or endorsed hereon that if after payment of the Premium the Property Insured described in the said Schedule or any part of such Property Insured be destroyed or damaged by Fire or Lightning whether accompanied by Fire or not at any time during the Period of Insurance stated in the Schedule or during any further period for which the company may accept payment for the renewal of this Policy, the Company will pay or make good to the Insured the value of the Property Insured at the time of the happening of its destruction or the amount of such damage.

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

Provided always that the due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## Extraneous Perils Endorsement

### 1. RIOT & STRIKE

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this endorsement shall mean (subject always to the Special Conditions hereinafter contained)

Loss of or damage to the property insured directly caused by:-

1. 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) not being an occurrence mentioned in Condition 1 of the Special Conditions hereof.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
3. The wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.

### SPECIAL CONDITIONS

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:-

#### CONDITION 1.

(i) This insurance does not cover:-

- (a) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- (b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
- (c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- (d) Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- (e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

(ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 1 (ii) only combustion shall include any self-sustaining process of nuclear fission.

#### CONDITION 2.

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (c) Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism of violence.

For the purpose of this condition, "terrorism" means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear. In any action, suit or other proceeding, where the Company 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 the insured.

### 2. EXPLOSION

It is hereby agreed and declared that the insurance under this Policy shall subject to the Special Conditions hereinafter contained, extend to include:-

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

PROVIDED always that all the conditions of this Policy (except insofar as Condition No 7(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

**SPECIAL CONDITIONS**

- (1) The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any act of any person acting on behalf of, or in connection with, any organisation with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.  
For the purpose of this Condition, "terrorism" means that the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.  
In any action, suit or other proceeding, where the Company 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 the insured.
- (2) If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only prorata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
- (3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

**3. MALICIOUS DAMAGE**

It is hereby agreed and declared that the insurance under the said Riot and Strike Endorsement shall extend to include MALICIOUS DAMAGE which for the purpose of this extension shall mean.

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 2 of the said Riot and Strike Endorsement.

But the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary housebreaking theft or larceny or any attempt thereat or caused by any person taking part therein.

PROVIDED always that all the conditions and provisos of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

**4. IMPACT DAMAGE**

It is hereby agreed and declared that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule and/or to any walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles not belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service.

PROVIDED always that all the conditions of this Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by Fire.

**5. AIRCRAFT DAMAGE**

It is hereby agreed and declared that the insurance under this Policy shall subject to the Special Conditions hereinafter contained extend to include loss or damage to the property insured (by fire or otherwise) directly caused by aircraft and other aerial devices and/or articles dropped therefrom.

PROVIDED always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

**SPECIAL CONDITIONS**

- (1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.
- (2) This insurance does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Insured.

**6. WATER DAMAGE DUE TO BURSTING OR OVERFLOWING OF WATER TANKS, APPARATUS OR PIPES**

The insurance under this Policy shall subject to the Special Condition hereinafter contained, extend to include:

Loss of or damage to the property insured directly caused by bursting or overflowing of Water Tanks, Apparatus and Pipes from within the building(s) insured or containing the property insured but excluding:-

- a. Damage thereto
- b. Loss or damage whilst the building is untenanted
- c. Loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described building(s)
- d. The first S\$200/- of each and every loss

PROVIDED always that all the Conditions of this Policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any destruction or damage as aforesaid shall be deemed to be loss or damage by Fire.

**7. EARTHQUAKE, VOLCANIC ERUPTION, HURRICANE, CYCLONE, TYPHOON, WINDSTORM AND FLOOD ARISING THEREFROM**

**ENDORSEMENT "3A"**

Notwithstanding anything stated to the contrary in Condition No.6 of the Policy, the insurance by this Policy covers loss or damage by fire occasioned by or through or in consequence of Earthquake and/or Volcanic Eruption and/or Hurricane and/or Cyclone and/or Typhoon and/or Windstorm.

It is agreed that in every case of loss or damage the Insured must prove that no part of the loss or damage claimed for was caused otherwise than by fire.

## Extraneous Perils Endorsement (continued)

### ENDORSEMENT "3B"

Notwithstanding anything stated to the contrary in Condition No.6 of the Policy, the insurance by this Policy covers loss or damage (other than loss or damage by fire) directly caused Earthquake and/or Volcanic Eruption and/or Hurricane and/or Cyclone and/or Typhoon and/or Windstorm and/or Flood (including overflow of the sea) caused by any of the aforementioned perils subject to the following Excess Clause and Special Conditions attached hereto.

PROVIDED always that all the Conditions of this Policy (except insofar as they may be hereby expressly varied) and that any reference therein loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this Endorsement.

### EXCESS CLAUSE

It is understood and agreed that as regards loss or damage (other than by fire) to any buildings hereby directly caused by any peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its ratable proportion of the amount by which such loss or damage exceeds either:-

- (a) 1% of the total sums insured against such peril on said buildings by Policies in the name of the Insured, or
- (b) S\$200.00

which ever shall be the less.

It is further agreed that this Clause shall apply separately to:-

- (i) each building, for which purpose all insured buildings at the same address will be regarded as one building,
- (ii) each incident giving rise to such loss or damage and that for the purpose hereof an incident shall not be considered to have terminated until there have been seven consecutive day's freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

### SPECIAL CONDITIONS

1. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not (other than loss or damage caused by flood (including overflow of the sea) when such peril is insured against by this Policy) unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Earthquake and/or Volcanic Eruption and/or Hurricane and/or Cyclone and/or Typhoon and/or Windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.  
The Company shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such peril is insured against by this Policy and is occasioned by Earthquake and/or Volcanic Eruption and/or Hurricane and/or Cyclone and/or Typhoon and/or Windstorm.
2. This endorsement does not extend the insurance under this Policy to cover:-
  - (a) Consequential Loss of any kind.
  - (b) Loss or damage caused by hail whether driven by wind or not.
  - (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
  - (d) Loss or damage caused by explosion except as provided in Condition 7(h) of the Policy.
  - (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.
3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.
4. Unless specifically and separately insured this endorsement does not cover:-
  - (a) Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description.
  - (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are completed and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

## 8. FLOOD

### ENDORSEMENT "3C"

It is hereby agreed and declared that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule directly caused by:-

Flood, which for the purposes of this extension shall mean the overflowing 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 originating from outside the building insured or containing the property insured, but excluding:-

- (i) loss or damage by flood caused by earthquake, volcanic eruption, hurricane, cyclone, typhoon or windstorm;
- (ii) loss or damage caused by subsidence or landslip;
- (iii) the first S\$1,000.00 of each and every loss.

## The Conditions And Stipulations Referred To In This Policy As Follows:-

### MISDESCRIPTION.

1. If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

### RECEIPTS.

2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

## The Conditions And Stipulations Referred To In This Policy As Follows:- (continued)

### INSURANCE WITH OTHER COMPANIES.

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

### FALLEN BUILDINGS.

4. All insurance under this Policy
- (1) on any building or part of any building,
  - (2) on any property contained in any building,
  - (3) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement,
    - (a) of such building or any part thereof,
    - (b) of the whole or any part of any range of buildings or of any structure of which such building forms part,

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

### RISKS NOT COVERED.

5. (i) This insurance does not cover:-
- (a) Loss by theft during or after the occurrence of a fire.
  - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 7(f), or by its undergoing any heating or drying process.
  - (c) Loss or damage occasioned by or through or in consequence of
    - (1) The burning of property by order of any public authority
    - (2) Subterranean Fire.
  - (d) Loss or damage directly or indirectly caused by arising from or in consequence of or contributed to by nuclear weapons material.
- (ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5(ii) only combustion shall include any self-sustaining process of nuclear fission.
6. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
- (a) Earthquake, volcanic eruption or other convulsion of nature.
  - (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
  - (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
  - (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

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

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this 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 the Insured.

### RISKS NOT COVERED UNLESS EXPRESSLY INCLUDED.

7. Unless otherwise expressly stated in the Policy this insurance does not cover:
- (a) Goods held in trust or on commission.
  - (b) Bullion or unset precious stones.
  - (c) Any curiosity or work of art for an amount exceeding S\$200.
  - (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
  - (e) Securities, obligations, or documents of any kind. stamps, coined or paper money, cheques, books of account or other business books, or computer systems records.
  - (f) Coal, against loss or damage occasioned by its own spontaneous combustion.
  - (g) Explosives.
  - (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works will be deemed to be loss by fire within the meaning of this Policy.
  - (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

### ALTERATIONS AND REMOVALS.

8. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.
- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
  - (b) If the building insured or containing the insured property become unoccupied and so remain for a period of more than 30 days.
  - (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.
  - (d) If the interest of the property insured pass from the Insured otherwise than by will or operation of law

## The Conditions And Stipulations Referred To In This Policy As Follows:- (continued)

### MARINE CLAUSE.

9. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.

### CANCELLATION OF THE INSURANCE.

10. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending seven days' notice by registered letter to the Insured at his last known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancelment.

### OCCURRENCE OF A LOSS/DAMAGE.

11. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company.
- a claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
  - particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

### RIGHTS OF COMPANY re SALVAGE.

12. On the happening of any loss or damage to any of the property insured by this Policy, the Company may
- enter and take and keep possession of the building or premises where the loss or damage has happened.
  - take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
  - sell any such property or dispose of the same to account of whom it may concern. The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the insured or diminish its right to rely upon any of the condition of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

### FORFEITURE.

13. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, or (in the case of an arbitration taking place in pursuance of the 18th condition of this Policy) within three months after the arbitrator or arbitrators, or umpire shall have made their award, all benefit under this Policy shall be forfeited.

### REINSTATEMENT.

14. The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company 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 or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any legislation, subsidiary legislation, rules and regulations and any amendment thereto in force affecting the alignment of streets, or the construction of buildings, or the use of the land, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

### SUBROGATION OF RIGHTS.

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

## The Conditions And Stipulations Referred To In This Policy As Follows:- (continued)

### CONTRIBUTION CLAUSE.

16. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
17. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

### ARBITRATION.

18. If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Unless any such action of suit be commenced within six months of the making of an award the Company shall not be liable to make any payment in excess of the amount of the award.

### TIME LIMIT FOR COMPANY'S LIABILITY.

19. In no case whatever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

### NOTICES.

20. Every notice and other communication to the Company required by these Conditions must be written or printed.

## Warranties And Clauses

THE FOLLOWING WARRANTIES/CLAUSES ONLY APPLY WHEN SPECIFIED IN THE SCHEDULE

### WARRANTY NO. 2

Warranted that during the currency of this Policy no part of the premises described herein be used for the manufacture or deposit of merchandise.

### WARRANTY NO. 4

Warranted that during the currency of this Policy the building insured by this Policy is detached by at least 20 feet on all sides from any other building (excluding small outhouses).

### HAZARDOUS GOODS WARRANTY NO. 6A

Warranted that none of the goods mentioned in the list of hazardous goods annexed hereto shall at any time during the currency of this Policy be in or upon the within mentioned premises, but allowing the storage of such hazardous goods including liquid paints to the extend of 1% only of the total value of stocks, such quantity of hazardous goods not to include more than 6 gallons of petrol or other liquid giving off inflammable vapour flashing below 100° F/38° C or more than 4 cases or 4 cartons of matches and/or 4 cases of fire crackers.

The following Goods are deemed to be Hazardous:-

Acetylene (Liquid)	Gunpowder	Potassiumferricyandide*
Bamboo Mats	Hay	Potassium ferrocyanide*
Benzine Benzoline	Hemp	Potassium hydroxide
Bi-Sulphide of Carbon	Hessians other than in bales	Potassium nitrate
Blacks of all kinds (except as provided for in footnote(b))	Jute (in fully pressed bales or otherwise)	Potassium nitrite
Brimstone	Kapok (whether in fully pressed bales or otherwise)	Potassium perchlorate
Calcium Carbide	Kerosene	Potassium permanganate
Camphine	Lime, unslaked Matches of all kinds	Potassium peroxide
Camphor Candles	Mungo	Potassium sulphide
Cartridges	Naphtha	Prussiate of Potash
Celluloid and Xylonite and other similar substances	Napthalene	Rags
Charcoal (powered)	Nitrate of Soda	Resins
Chlorate of Soda	Nitro-Glycerine	Rockets
Coconut Oil	Oil of all kinds (other than vegetable or essential oils packed in bottles in cases, or tins in cases.)	Rock Oil
Codilla	Oxalate of Potash	Saltpetre
Coir and Coir Yarn	Paints (Liquid) except water and emulsion paints in sealed-metal tins or drums	Shoddy
Cordite	Paraffin	Spirits of all kinds, not in bottles
Cotton (whether in fully pressed bales or otherwise)	Percussion Caps	Stearine
Copra including copra cake and copra meal	Petrol	Straw
Crackers	Petroleum and its liquid products	Sulphur Dyes or Colours (excluding those packed in air-tight metal vessels labelled with a certificate by the manufacturers that the Dyes (or Colours) contain at least 10 percent of inert inorganic salts)
Explosives of all kinds	Phosphorous	Tallow manufactured or un-manufactured
Fats	Pitch	Tar
Fireworks	Potassium	Turpentine
Fulminating Powder Ghee	Potassium bichromate	Varnish
Grasses of all kinds	Potassium binoxalate*	Vegetable Fibres of all kinds
Gunny Bags other than in fully pressed bales (see footnote (a))	Potassium chlorate	Waste of all kinds
	Potassium cyanide*	

\* If stored on the same floors as, or on floors above foodstuffs.

N.B. (a) Broken bales of gunnies for packing or bagging purposes only are allowed without incurring the additional charge for hazardous goods.

N.B. (b) Blacks when stored by themselves in a separate building should be classed as non-hazardous.

**HAZARDOUS GOODS WARRANTY NO. 6B**

Warranted that the storage of paints be allowed but that otherwise during the currency of this Policy no mineral oil or other liquid giving off an inflammable vapour flashing below 200° F/93° C beyond 400 gallons of kerosene oil or other inflammable liquid not giving off an inflammable vapour flashing below 100° F/38° C and/or 6 gallons of petrol or other liquids giving off an inflammable vapour flashing below 100° F/38° C and not more than 4 cases or 4 cartons of matches and/or 4 cases of fire crackers be in or upon the premises.

**HAZARDOUS GOODS WARRANTY NO. 6C**

Warranted that the storage of paints be allowed but that otherwise during the currency of this Policy no mineral oil or other liquid giving off an inflammable vapour flashing below 200° F/93° F beyond 400 gallons of kerosene oil or other inflammable liquid not giving off an inflammable vapour flashing below 100° F/38° C and/or 200 gallons of benzine, petrol or other liquids giving off an inflammable vapour flashing below 100° F/38° C (stored in accordance with the Municipal Regulations) and not more than 4 cases or 4 cartons of matches and/or 4 cases of fire crackers be in or upon the premises.

**LICENCE WARRANTY NO. 9A**

Warranted that during the currency of this Policy the Insured shall hold such licence or licences as is or are required by the relevant enactments, subsidiary legislation and rules and regulations made thereunder and any amendment thereto and the insured shall fully comply with the conditions and requirements thereof at all times.

**LICENCE WARRANTY NO. 9B**

Warranted that the insured shall inform the Company immediately it comes to his knowledge in the event of the occupier of the premises failing to effect or maintain in force such Licence or Licences as is or are required by the relevant enactments, subsidiary legislation and rules and regulations made thereunder and any amendment thereto.

**WARRANTY NO. 14A**

Warranted that during the currency of this Policy, the storage of petrol be in accordance with the Government Regulations.

**WARRANTY NO. 14B**

Warranted that no spray painting or any process in connection therewith be carried on in the premises described herein or within 25 feet thereof.

**PETROL USAGE WARRANTY NO. 19**

Warranted that during the currency of this Policy no process involving the use of petrol or any solution containing petrol or other volatile inflammable liquids will be carried on in the within described premises or in the open air or in any premises within fifty feet thereof which are under the control of the Insured.

**WARRANTY NO. 22A**

Warranted that during the currency of this policy no power other than hand power be used within the premises concerned.

**WARRANTY NO. 22B**

Warranted that during the currency of this policy no power other than hand power, electric, gas and/or oil power be used within the premises concerned.

**SPRAY PAINTING WARRANTY NO. 31**

Warranted that during the currency of this Policy:-

- (a) No cleaning off, mixing, spray painting, or other process connected therewith, be carried on except in the open or in a separate building or compartment well ventilated at floor level exclusively reserved for such work and that not more than one day's supply of paint, lacquer, solvent, diluent, or thinner be deposited therein.
- (b) All paints, lacquer, petrol, solvents, diluents, and thinners be stored in a building used exclusively for that purpose or in a brick and/or cement concrete built compartment having floor and roof, including any supports, of incombustible material, any communication having a closely fitting door of hardwood or of incombustible material.
- (c) No petrol be left in the reservoir of any automobile whilst the automobile is undergoing painting process and that emptying and charging of the reservoir shall only be done in the open air.
- (d) No artificial lighting, otherwise than by incandescent, electric light enclosed in double glass globes or bulkhead fittings, be used.
- (e) All places where dry deposit can accumulate will be cleaned every week with stiff fibre or nonferrous metal brushes or scrapers and the residue placed in water.

**WARRANTY NO. 35**

Warranted that at no time during the currency of this policy, shall the premises described herein be used for the storage or deposit of goods of any kind or for any other purposes whatsoever. It is further warranted that all doors, windows and/or other openings shall be so secured at all times so as to prevent entrance by any unauthorised person or persons.

**WARRANTY NO. 37**

- (a) Warranted that during the currency of this policy no raw materials for the manufacture of plastic other than protein based resin; products based on formaldehyde or other aldehydes; polyamide resins; polycarbonate based resins; polythene; silicones resins; cellulose acetate; fluorocarbons; polyester resins including alkyd resins; polystyrene; acetal resins; acrylic resins; acrylonitrile butadiene styrene (A.B.S.) resins, ethyl cellulose; halogenated plastics; epoxy resins; polypropylene will be used or stored in the within described premises.
- (b) Warranted during the currency of this policy the amount of solvents and other substances having a Flash Point below 150° F used or stored on the within described premises shall not exceed 4 gallons in the aggregate.
- (c) Warranted that during the currency of this policy no cutting, grinding or buffing of plastics shall be carried on in the within described premises without the use of an efficient dust extraction plant in connection therewith.

**AUTOMATIC REINSTATEMENT CLAUSE**

In consideration of the insurance not being reduced by the amount of any loss, the Insured shall pay the appropriate extra premium on the amount of loss from the commencement date of reinstatement to the date of the expiry period of insurance.

### **ELECTRICAL INSTALLATION CLAUSE**

This company is expressly declared to be free from liability for loss of or damage to, any Electrical Machine, Apparatus, or any portion of the Electrical Installation arising from or occasioned by overrunning, excessive pressure, short-circuiting, self-heating, arcing or leakage of Electricity from whatever cause (lightning included) arising.

Provided that this exemption shall only apply to the particular Electrical Machine, Apparatus or portion of the Electrical Installations so affected, and not to other Machine Apparatus or Electrical Installation destroyed or damaged by fire set up by such particular Machine. Apparatus or other Electrical Installations.

### **MORTGAGEE CLAUSE**

It is hereby agreed that in the event of loss or damage the Company will pay the Mortgagees or said Assignees to the extent of their interest and that this insurance in so far as concerns the interest therein of the Mortgagees or said Assignees only shall not be invalidated by any act or neglect of the Mortgagor or Owner of the property insured, nor by anything whereby the risk is increased being done to, upon or in any building hereby insured, without the knowledge of the Mortgagees or said Assignees provided always that the Mortgagees or said Assignees shall notify the Company of any change of ownership or alternation or increase of hazard not permitted by this insurance as soon as any such change, alteration or increase shall come to their knowledge and on demand shall pay to the Company the appropriate additional premium from the time when such increase of risk first took place.

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

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

The Company reserves the right to cancel this Policy at any time as provided by the terms thereof, but in such case this Policy shall continue in force for the benefit only of the Mortgagees or said Assignees for 10 days after notice to the Mortgagees or said Assignees of such cancellation and shall then cease and the Company shall have the right on like notice to cancel this agreement.

### **SPRINKLER INSTALLATION CLAUSE**

The insured hereby warrants that there is in the aforesaid premises an approved automatic sprinkler installation together with the appliances for the extinction of fires and that during the currency of this policy such installation and appliances under his/their control shall be kept in proper working order with a sufficient supply of water. No liability shall attach to the Company under this policy unless the terms of this warranty are complied with.

In consideration of the above warranty and subject to quarterly reports as to the efficiency of the installation and other appliances being supplied by the insured for approval by the Company an allowance on the premium is made to the Insured.

### **SPRINKLER LEAKAGE COVER CLAUSE**

It is hereby declared and agreed that this policy is extended to cover loss or damage to the property or properties hereby insured caused by accidental discharge or leakage of water from the Automatic Sprinkler Installation in the premises up to a limit of S\$50,000/- or 10% of sum insured, whichever is lesser, any one incident, provided that the leakage is not a result of the following causes:-

1. Heat caused by Fire.
2. Repairs or alterations to the building or premises.
3. The Sprinkler Installation being repaired, removed or extended.
4. Freezing through the Insured's neglect or disuse of the premises.
5. The order of the Government of any Municipal, Local or other Competent Authority.
6. Volcanic Eruption, Earthquake or Subterranean Fire, Riot and Civil Commotion, War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution Insurrection of Military or Usurped Power.
7. Explosion, the blowing-up of Buildings or blasting.
8. Defects in construction or condition of which the Insured is aware.

Subject otherwise to the terms and conditions of the Policy.

### **PREMIUM PAYMENT WARRANTY**

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within 60 days of the
  - (i) INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note; or
  - (ii) EFFECTIVE date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the 60-day period referred to above, then :-
  - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement shall be deemed to be cancelled immediately after the expiry of the said 60-day period;
  - (b) the deemed cancellation of the cover shall be without prejudice to any liability incurred within the said 60 day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.