

Extended Warranty & Accidental Damage Policy Conditions

Important Notice

In accordance to Section 23 (5) of the Insurance Act 1966, We would like to remind You that You must disclose to Us fully and faithfully all the facts You know or could reasonably be expected to know, otherwise You may not receive any benefit from this Policy.

The cover under this Policy is based on the information given to Us in Your Application or any subsequent updates.

- If it contains any information that is incorrect, please tell Us immediately, or You may receive no benefit even if a valid claim is made.
- During the term of the Policy, please tell Us if You come to know that any information that You have provided Us was incorrect or becomes incorrect.
- In the event that the information that You provided Us becomes incorrect:
 - If the Policy has not yet been issued to You, We may offer cover on different terms or decline it altogether; or
 - If the Policy has been issued to You, We may cancel the Policy, refuse to renew the Policy or offer to renew the Policy on different terms.

General Terms

1. The Master Policyholder of this Group Policy is Anycover Pte Ltd. (Company Registration No: 202140915D) Master Policy Number: _____
2. The Extended Warranty & Accidental Damage Cover is a group insurance ("Group Policy") provided by Etiqa Insurance Pte. Ltd. ("Us") to the Master Policyholder for the benefit of the Policyholder(s) and Insured(s).
3. This Policy, Schedule, Endorsement, Application, Proposal form, Declaration and attached supporting documents together with other statements in writing, if any, are evidence of the contract between the Master Policyholder and Us and shall hereinafter jointly be referred to as the "Policy". The proposal made to Us in connection with this Policy shall be the basis and forms part of this contract.
4. This Policy, Schedule, Endorsement, application, Proposal form, Declaration and attached supporting documents together with other statements in writing, if any, are to be read as one document and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.
5. We agree to underwrite the Contract based on the terms set out in this Policy, provided that the Insured/Policyholder pays the premium in full to the Master Policyholder and We agree to accept it.
6. The conditions which appear in this Policy, Schedule and Endorsement, if any, are part of the contract and must be complied with. Failure to comply may mean that You shall not be able to claim under this Policy.

I. DEFINITIONS

Wherever the following words are used in this **Policy** or on the **Schedule** they shall have the meanings given below:

Accident or **Accidental** means a sudden, unintentional, unexpected, unusual, and specific event that occurs at an identifiable time and place which shall, independently of any other cause, be the sole cause of loss or damage to the Product, whichever applies. The said event includes but not limited to collision, drop and compression.

Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

Contract means any or all of the below service contracts entered into between the **Policyholder** and **Insured**:

- i. the "<Plan A (Extended Warranty)>" and
- ii. the "<Plan B (Accidental Damage)>"
- iii. the "<Plan C (Extended Warranty and Accidental Damage)>"

Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- i. the use or operation of any **Computer System** or **Computer Network**;
- ii. the reduction in or loss of ability to use or operate any **Computer System**, **Computer Network** or **Data**;
- iii. access to, processing, transmission, storage or use of any **Data**;
- iv. inability to access, process, transmit, store or use any **Data**;
- v. any threat of or any hoax relating to points i & iv above;
- vi. any error or omission or accident in respect of any **Computer System**, **Computer Network** or **Data**.

Data means information used, accessed, processed, transmitted or stored by a **Computer System**.

Endorsement means an authorised amendment to this **Policy**.

Limit means the original purchase price (including any prevailing goods and services tax) paid for by the **Insured** for the **Product(s)**.

Master Policyholder means Anycover Pte Ltd, Company Registration No: 202140915D.

Merchant means the seller or retailer of the Products, who has entered into a service agreement with the Policy Owner for the purposes of receiving the benefits of this Policy.

Period of Insurance means the period of agreement between the **Master Policyholder** and **Us** as shown in the **Schedule**.

Policy means this document, including any information provided or declaration made by the **Policyholder**, the **Schedule**, and any **Endorsements We** have issued under this **Policy**.

Policyholder means the Merchant.

Product(s) means brand new or used (subject to a pre-inspection process) electrical or electronic appliances purchased by the **Insured** from the **Policyholder** that is covered by the **Contract**.

Insured/You means the customers of the **Policyholder** who have purchased the **Contract** from the **Policyholder**.

Schedule means the document which proves that the **Policyholder** has insurance cover. It lists, among other things, the **Period of Insurance**, premium, benefits and benefit limits of this **Policy**.

Service Provider means the company **We** have appointed to provide services in respect of the coverage under this **Policy**, including but not limited to managing the process for the repair and replacement of the **Products** as requested by **Us**.

Time Element Losses means business interruption, contingent business interruption or any other consequential losses.

We, Our and Us means Etiqa Insurance Pte. Ltd. (Company Reg. No. 201331905K).

II. TERRITORIAL LIMITS

For the avoidance of doubt, all coverage applies only to repairs and replacements of **Products** performed in Singapore and for the **Products** purchased and used in Singapore.

III. SCOPE OF SERVICE BY US

We will arrange for the following services relevant to the coverage **We** provide under this **Policy**:

- a. Customer service to assist the **Insured** on claims made and covered under this **Policy**; and
- b. Appoint **Our Service Provider** to provide replacement or repair services as per the terms and conditions of the **Insured's Contract**.

IV. **BENEFITS**

The table below sets out the benefits covered under this **Policy** coverage, according to the **Contract** selected by the **Insured**:

Contract Type (s)	Coverage	Limit (if any) per Contract
A. Plan A (Extended Warranty)	Repair due to Product failure as a result of electrical or mechanical defect; or replace if beyond economical repair	Coverage for mechanical and electrical defects are up to the Limit
B. Plan B (Accidental Damage)	Repair due to Product failure as a result of accidental damage; or replace if beyond economical repair	Coverage for accidental physical impact or spillage of liquids up to the Limit. (subject to a deductible)
C. Plan C (Extended Warranty and Accidental Damage)	Repair due to Product failure as a result of electrical or mechanical defect; or replace if beyond economical repair; AND Repair due to Product failure as a result of accidental damage; or replace if beyond economical repair	Coverage for mechanical and electrical defects AND Coverage for accidental physical impact or spillage (subject to deductible) are up to the Limit.

A. PLAN A (Extended Warranty)

The Plan A is applicable to all **Contracts** unless otherwise specified. The Plan A is for mechanical and electrical defects to the **Product** and applies only to repairs and replacements done in Singapore and for **Products** purchased and used in Singapore. The repairs and replacements made to the **Product** shall not exceed the **Limit**. **We** have the right and option to either repair or replace the **Product** with another of like kind, quality and specifications. Due to technological advances, the replaced **Product** may be of a lower retail value than the faulty **Product**. Replacement parts may be new, original or non-original manufacturer's parts that conform to factory specifications and shall be determined at **Our** sole discretion. The Plan A will be effective from the date of expiry of the manufacturer's warranty period until the expiry of the **Contract** unless coverage is no longer applicable or is terminated as provided under the terms of the **Contract**.

B. PLAN B (Accidental Damage)

The Plan B (Accidental Damage) for Products shall commence from the date of purchase or delivery of the **Product** (whichever is later) and expire 1 or 2 years (depending on the Term selected by the Insured) from such date of purchase or delivery or upon the expiry or termination of the **Contract** (whichever is earlier). The repairs and replacements made to the **Product** shall be in Singapore and shall not exceed the **Limit**. **We** have the right and option to either repair or replace the **Product** with another of like kind, quality and specifications. Due to technological advances, the replaced **Product** may be of a lower retail value than the faulty **Product**. Replacement parts will be original manufacturer's parts that conform to factory specifications and shall be determined at our sole discretion. The Plan B (Accidental Damage) does not cover damage due to the negligence, omission or default in the use or care of the **Product** by the **Insured**.

C. PLAN C (Extended Warranty and Accidental Damage)

The Plan B (Accidental Damage) for Products shall commence from the date of purchase or delivery of the **Product** (whichever is later) and expire 1 or 2 years (depending on the Term selected by the Insured) from such date of purchase or delivery or upon the expiry or termination of the **Contract** (whichever is earlier). The repairs and replacements made to the **Product** shall be in Singapore and shall not exceed the **Limit**. **We** have the right and option to either repair or replace the **Product** with another of like kind, quality and specifications. Due to technological advances, the replaced **Product** may be of a lower retail value than the faulty **Product**. Replacement parts will be original manufacturer's parts that conform to factory specifications and shall be determined at our sole discretion. The Plan C (Accidental Damage) does not cover damage due to the negligence, omission or default in the use or care of the **Product** by the **Insured**.

Freight

If the **Product** requires servicing under Your Plan, We will cover freight to and from the Insured's address and the designated service centre where: (a) Your **Product** is non-portable as determined by our **Service Provider**; and (b) Your Manufacturer's Warranty states on-site service; and (c) We are unable to provide on-site service. An example of items on which freight would be covered include, but is not limited to, washers, dryers and fridges. If the breakdown is not covered

by Your Plan, You will be charged for the freight cost. If Your Product is portable, You are required to take Your Product to the designated service centre.

CONDITIONS (Applicable to items A & B & C above)

- I. **Our Service Provider** will perform the assessment of the faulty or damaged **Products** and will arrange for its repair and/or replacement. The decision of **Our Service Provider** shall be final and conclusive with regards to any assessment and there shall be no right of appeal against such assessment.
- II. The **Insured** must indicated the Term (as defined herein) and his/her choice of the **Contract** for the **Product** purchased which details will be set out in the sales receipt/ tax invoice issued by the **Policyholder** and have agreed to be bound by the terms and conditions relevant to the **Contract** chosen as set out in this **Policy**.
- III. The term of the **Contract** is either 1 or 2 or 3 or 4 years ("Term") with coverage start date depending on the choice of Contract i.e. Plan A or B or C as per the terms set above.
The **Product** must be new or used (subject to a pre- inspection process) items purchased from the **Policyholder** and the **Contract** must be made within 30 days from the purchase date or delivery date of the **Product** (whichever is later).
- IV. Subject to the terms, conditions and exclusions of this **Policy**, it is also a condition of this **Policy** before any claim for any Benefits will be admitted that there must be a valid **Contract** between the **Insured** and the **Policyholder**; and the **Insured** has not breached any terms and conditions of the **Contract** which renders the **Contract** invalid.

EXCLUSIONS FROM COVERAGE (Applicable to items A & B & C above)

Besides the general exclusions listed in part 1 of the general conditions, **We** will also not pay for the following.

- I. Non-operating and cosmetic defects, paint, color, or **Product** finish, accessories used in or with the **Product**, screen protectors, external cables and cords, or add-on options incorporated to the **Product**;
- II. Software (including operating system and any stored data), defects resulting directly from software installation and/ or removal, computer virus, virus prevention, and other peripherals;
- III. Hardware that has been added after the purchase of the original **Product**;
- IV. Consumables such as vacuum cleaner belts, toner, print or ink cartridges, bulbs, compact discs, digital tapes, etc.;
- V. All batteries (including regular non-chargeable batteries and rechargeable batteries) unless otherwise specifically covered in the **Policy**;
- VI. External faults such as wiring, electrical connection or plumbing, piping, trunking, fitting, realigning of signal receivers (poor reception), and consequential loss of any kind;

GENERAL CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1. GENERAL EXCLUSIONS

This **Policy** does not cover claims for loss or liability directly or indirectly caused by or arising from the following.

Product(s) that are still covered by the manufacturer's original written warranty, repairer's warranty, or any other warranty still in effect;

- I. Any defects that are the subject of the manufacturer's recall;
- II. Failure to follow manufacturers' instructions on installation, operation or maintenance of the **Product** and repairs to any items not affecting the function of the **Products**;
- III. The **Insured's** failure to comply with the manufacturer's recommendations on routine maintenance, inspection, cleaning, lubrication, external adjustments and any other instructions relating to the use and/or upkeep of the **Product**;
- IV. Commercial use (multi-user organisations), public rental, use for profit or communal use for multi-family housing;
- V. Shipping charges, damage charges, express service charges, transportation damage, removal, installation or reinstallation of the **Product, Products** on loan during the repair process;
- VI. Any loss or damage due to burglary, theft, corrosion, animal and insect infestation, misuse, neglect and abuse;
- VII. Diagnostic fees where no defect has been found or noted;
- VIII. Defects and on-site service charges not covered by the manufacturer's original written warranty, unless specifically covered in the **Contract**;
- IX. Any loss or damage to the **Product** resulting from fire or flood, howsoever caused;
- X. Any loss or damage to the **Product** resulting from an **Act of Terrorism** and an act of God including without limitation, events such as earthquake, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, civil commotion; or
- XI. Any loss or damage due to burglary, theft, corrosion, insect infestation, pet damage (unless specifically covered by the **Policy**), misuse, neglect and abuse
- XII. Notwithstanding any provision of this agreement including any exclusion, extension or other provision included herein which would otherwise override a general exclusion, all losses, damage, resultant **Time Element Losses**, and costs in connection with or arising directly or indirectly from infectious and/or communicable disease is excluded; and
- XIII. Notwithstanding any provision to the contrary within this **Contract**, this **Contract** excludes any **Cyber Loss**.
- XIV. For avoidance of doubt, any damage (accidental or otherwise) caused, either in transit or in warehouse, to the **Product(s)**, during the shipment/delivery of the **Product(s)**, by the **Policyholder** to the **Insured**;

2. LIMIT OF LIABILITY

We will not cover any direct or indirect loss or injury to a person or loss or damage



to property or any incidental, contingent, special or consequential damages including, but not limited to, losses incurred due to any delay in rendering any services related to this **Policy** and/or loss of use during the period that the **Product** is at an authorized repairer and/or while awaiting replacement parts, even if you might have informed us of the possibility of such loss or damage.

We will replace the **Product** with one of like kind, quality and/or specification if

- i. The **Insured** has purchased the **Contract** and the **Product** is not repairable or beyond economical repair.

The replaced **Product** (the spoilt unit) shall become **Our** property. **We** reserve the right to pay the Insured the original purchase price of the **Product** if **We** are unable to give a replacement product that matches the quality and specifications of the faulty **Product**. **We** shall not be liable under the **Policy** if the **Insured**:

- i. does not report the damage or breakdown to **Us** or **Our Service Provider** before the expiry of the **Contract**;
- ii. does not report the damage or breakdown to **Us** or **Our Service Provider** within 5 working days from the expiry of the **Contract**; unless the **Insured** is prevented from doing so due to reasons outside his/her control and **We** shall review such request on case by case basis; and
- iii. does not submit the **Product** to an authorized repairer arranged by **Our Service Provider** for assessment or repair before the expiry of the **Contract**. If the claim is accepted by **Us** as described in point ii above, the **Insured** will be given an additional 5 working days to arrange for the repair or assessment.

Our liability for any one **Product** shall not exceed the **Limit** for each **Contract**.

3. PERSONAL DATA USE

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

4. TERMINATION OF COVERAGE

The coverage for the **Contract** will terminate if any of the following events occur:

- i. upon expiry of the term of the **Contract**;
- ii. when the **Insured** has made a claim for repair for mechanical and electrical defects up to the **Limit**;
- iii. There has been unauthorised modification(s) to the **Product**, the serial number of the **Product** has been altered without authorization and repairs to the **Product** performed by a non-authorized repairer.
- iv. when the **Product** has been replaced or if **Product** is beyond replacement, **We**

have paid the **Insured** the original purchase price of the **Product**.

5. NATURE OF CONTRACT

Each **Contract** is a service contract. It is neither a guarantee nor a promise relating to the nature of the material, workmanship or performance of the **Products** covered by the **Contract**.

6. INTERPRETATION

This document and the **Schedule, Endorsements**, memoranda and any other information furnished by the **Policyholder** shall be read together as one **Policy** and any word or expression to which a specific meaning has been attached in any part of the **Policy** shall bear such meaning wherever it may appear.

7. CONDITIONS PRECEDENT TO LIABILITY

- a. The due observance and fulfilment of the terms, provisions, conditions and **Endorsements** of this **Policy** by the **Policyholder** insofar as they relate to anything to be done or complied with by them and the truth of the statements and answers in the proposal and/or declaration and/or any other information furnished by the **Policyholder** shall be conditions precedent to any liability of **Us** making any payment under this **Policy**; and
- b. The validity of this **Policy** is on the condition that, for the same risk insured, the **Policyholder** has never had any insurance terminated because of non-payment of premium in the last 12 months before the start of this **Policy**, failing which, the **Policyholder** must provide **Us** with a written confirmation from the previous insurer that the **Policyholder** has fully paid all outstanding premium under the previous policy before the start of this **Policy**.

8. PREMIUM PAYMENT WARRANTY

We must receive full premium from the **Master Policyholder** for each **Contract** entered into by or on behalf of the [**Master Policyholder/Merchant**] during the **Policy**, no later than [sixty] days* from the date of receipt of the [declaration] issued by the **Master Policyholder**. The **Master Policyholder** shall issue appropriate declaration on a monthly basis consisting of [please set out the required info in the monthly declaration]. In the event **We** do not receive the full premium based on the monthly declaration within the stipulated time, cover is automatically terminated after the [60]-day period.

The termination of cover shall not affect the **Policyholder's** right to claim for an event covered by the **Policy** that has taken place during the 60-day period on the condition that the **Policyholder** pays a pro-rata premium for the 60-day period where the risk is insured under the **Policy**.

9. PAYING BENEFITS

We will pay the benefits listed in this **Policy** only if the **Master Policyholder/Policyholder** has met general condition 8 – Premium Payment Warranty. **We** will pay all benefits under this **Policy** to **Our** appointed **Service Provider** or the **Policyholder**; based on the terms and conditions of the **Contract**.

When **We** pay the benefits as described above, **We** will have no further legal responsibility to the **Policyholder** under this **Contract** for the claim. Despite anything **We** have said to the contrary, **We** will not pay any claim if the laws of Singapore prevent **Us** from doing so.

10. CURRENCY & INTEREST

All dollar amounts shown in the **Policy** and **Schedule** are shown in Singapore dollars (\$).

We will not pay interest under this **Policy**.

11. FORFEITURE

If **We** are made aware that any repair or replacement request made by the **Insured** is fraudulent or if any fraudulent means or devices are used by the **Insured** or anyone acting on his behalf to obtain any benefit under this **Policy**, **We** reserve the right to have the services to the **Insured** under this **Policy** forfeited.

12. CANCELLATION

This **Policy** may be cancelled at any time where the **Policyholder** shall give **Us** ninety (90) days' notice given in writing after which no new **Insured** will be enrolled and declared. The **Policy** may also be cancelled by **Us** giving ninety (90) days' notice to the **Policyholder** after the said lock-in period. No refund shall be given for such cancellation once the declaration of the **Insured** is made to **Us**.

13. SUBROGATION OF RIGHTS

The **Insured** and the **Policyholder**, shall at **Our** expense, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by

Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or become necessary or required before or after their indemnification by **Us**.

14. ARBITRATION

In the event of any dispute or difference between the parties, the dispute or difference shall be then referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of 1 arbitrator to be appointed by the Chairman of



the Singapore International Arbitration Centre and the official language of the arbitration shall be English.

Where any dispute or difference is by this condition to be referred to arbitration the making of an award shall be condition precedent to any right of action against **Us**.

Unless any such action or suit be commenced within six (6) months of the making of an award **We** shall not be liable to make any payment in excess of the amount of the award.

15. GOVERNING LAW

This **Policy** shall be governed by the laws of Singapore.