

Singtel Cyber Loss Protect Lite

Important notice

This document sets out the terms of a group policy cover provided by Great Eastern General Insurance Limited ('**us**') to selected customers ('**you**') of the **policyholder**.

All the information **you** provided must be complete and accurate (as far as **you** know or should know), otherwise the cover under the policy will not apply.

Customer care

We are committed to providing a high standard of service and customer care. If **you** ever feel that **we** have not provided the service **you** expected, please contact **us**, preferably in writing.

Important – Please remember to quote **your** policy number or other reference in any communication with **us**.

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What the policy covers

This policy covers expenses incurred by **insured** following a cyber event and direct financial loss suffered by **insured** caused by an online fraud event.

In consideration of the payment of premium by the **policyholder** to **us** and subject to the terms, exclusions and conditions contained in this policy document or endorsement issued, **we** will provide **you** with insurance cover as described in the policy during the **policy period**:

Coverage

Online Fraud

Annual Limit (12-month period)	Retention
S\$10,000 for all loss regardless of the number of insured events	S\$200 any one loss

To reimburse **insured** for any **online fraud loss** as a direct result of a **cyber event** that **insured** first discover during the **policy period**, provided:

- (a) **insured** are not able to recover the funds through a bank or bank's insurance; and
- (b) the **cyber event** has been reported in writing to the police and to **us** as per the terms and conditions of this policy.

Any payments made by **us** under this Coverage will reduce the **limit of liability**.

Exclusions from cover

We will not pay or reimburse **insured** for any **online fraud loss** arising directly or indirectly from the following:

1. **Criminal, Intentional or Fraudulent Acts**
 - (a) any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by **insured**, or by others if **insured** colluded in any such conduct or activity;
 - (b) any dishonest conduct of a third party who is or has been authorised by **insured** (whether or not such authority has been rescinded) to have access to **insured's** home or passwords or other access credentials for any **home electronic device, home connected device, payment card, online bank account or online wallet**; or
 - (c) the fraudulent actions of any member of **insured's** family who permanently live at home.
2. **Bodily Injury or Property Damage**
 - (a) physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
 - (b) physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property.
3. **Prior Known Acts & Prior Noticed Acts**
 - (a) any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if **insured** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of an **online fraud loss**;
 - (b) any **online fraud loss** or incident for which notice has been provided under any prior policy of which this Policy is a renewal or replacement.
4. **Unlicensed Use of Data**

The use of data which **insured** are not authorised to use including the use of unlicensed, illegal, or pirated software, music, films or installation of unofficial mobile apps or, in violation of intellectual property rights.
5. **Professional Services**

Activities carried out by **insured** for business or professional purposes.

6. **War and Cyber War**
 1. **war**; or
 2. from a **cyber war**.
7. **Indirect Loss**

Any indirect or consequential loss suffered by **insured**.
8. **Infrastructure**

Any failure or interruption, however caused, of services provided by a third party including telecommunications, internet service, satellite, cable, electricity, gas, water or other utility service providers.
9. **Nuclear**

Any electromagnetic pulse, nuclear material, or radioactive contamination, however caused.
10. **Governmental Actions**

A claim brought by or on behalf of any national, local or foreign governmental entity, in such entity's regulatory or official capacity.
11. **Insolvency and Trading Losses**
 - (a) insolvency of a bank or **card issuer** or of a seller or provider of goods and services;
 - (b) investment losses including any interest, time value or potential investment gain; or
 - (c) any errors or failings of mail service or any other delivery service.
12. **Fire and Act of God**

Any actual or alleged fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other similar physical event howsoever caused or from any consequential losses arising or alleged to have arisen as a result.
13. **Media Liability**
 - (a) defamation, libel, slander, disparagement;
 - (b) malicious falsehood; or
 - (c) infringement of copyright.

Limit of Liability

The Limit of Liability is **our** combined total limit of liability for all **online fraud loss**.

Retention

The Retention applies separately to each incident, event or related incidents or events giving rise to an **online fraud loss**.

Retention means the amount to be deducted for each and every claim and **we** will be liable only for the amounts in excess of such Retention.

Reporting Requirements and Information

1. **Notice of Loss**

You must notify **us** of any **online fraud loss** as soon as practicable, but in no event later than 60 days after the end of the **policy period**. Notice must be provided through the contacts listed in this section.

Any **online fraud loss** that is reported to **us** in conformance with the foregoing will be considered to have been made during the **policy period**.

If the **insured** does not give notice of any **online fraud loss** in accordance with this section, **we** will have no liability under this Policy in respect of that **online fraud loss**.

Contacts for notice of loss:

When reporting a loss, the policyholder must provide the following information:

- (a) mobile phone number and national registration number of the **insured**;
- (b) a description of the incident or event.

The **insured** will be able to use Cyberscout, our appointed customer helpline service provider, at (65) 6248-2255, for assistance. The helpline is available during operating hours from 9 am to 5 pm Singapore time (Mondays to Fridays).

Proof of loss

The **insured** must supply sworn proof of loss to **us** within three months of notice of an **online fraud loss**. Such sworn proof of loss must include if available:

- (a) a certified copy of a bank statement;
- (b) crime number following police report;
- (c) evidence of correspondence between police and/or bank;
- (d) evidence of transactions and correspondence with any threat actor.

2. **Assistance and coordination**

We will have the right to make any investigation **we** deem necessary, and the **insured** will cooperate with **us** in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to **us** in connection with the underwriting and issuance of this Policy. The **insured** will execute or cause to be executed all papers and render all assistance as is requested by **us**. The **insured** agrees not to take any action which in any way increases **our** exposure under this Policy.

The **insured** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, or stipulate to any judgment or award without **our** written consent.

3. **Subrogation**

If any payment is made under this Policy and there is available to **us** any of the **insured's** rights of recovery against any other party, then **we** will maintain all such rights of recovery. The **insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to **loss** to prejudice such rights. If the **insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to **loss** has occurred, then **we** waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **loss** paid by **us**, and lastly to the retention. Any additional amounts recovered will be paid to the **insured**.

4. **Other Insurance**

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **insured** unless such other insurance is written only as specific excess insurance over this Policy.

General Conditions

1. **Assignment**

The interest of any **insured** under this policy is not assignable. If the **insured** dies or loses mental capacity, such insurance will cover the **insured's** legal representative as if such representative were the **insured**, in accordance with the terms and conditions of this Policy.

2. **Arbitration**

Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This applies as long as the dispute can be brought before FIDReC.

If the dispute cannot be brought before or dealt with by FIDReC, it will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore.

The Tribunal shall consist of three (3) arbitrator(s).

The language of the arbitration shall be in English.

3. **Contracts (Rights of Third Parties) Act 2001**

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

4. **Cancellation of group policy**

We or the **policyholder** can cancel this policy by giving thirty (30) days' notice in writing. **We** can make alterations to this policy with the agreement of the **policyholder**. In any event, **your** insurance cover will end once this policy is cancelled.

5. **Cancellation of insurance cover**

You may cancel **your** insurance cover at any time by contacting the **policyholder**.

There will be no refund of premium paid to **us**. In the event of a claim, we will pay for any claim which we are liable to pay, less a S\$24 administration charge.

6. **Complaints**

Every effort is made to ensure that a high standard of service is provided. However, if the **insured** is not satisfied with the service it has received or it has any questions or concerns about this policy the **insured** should, in the first instance contact **us**.

7. **Entire Agreement**

By acceptance of this Policy, all **insureds** agree that this Policy embodies all agreements between **us** and the **policyholder** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not affect a waiver or a change in any part of this Policy or stop **us** from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by **us**.

8. **Fraudulent Claims Clause**

If the **insured** makes a fraudulent claim or loss under this policy:

- (a) **we** are not liable to pay the claim or loss;
- (b) **we** may recover from the **insured** any sums paid by **us** to the **insured** in respect of the claims or losses; and
- (c) **we** may by notice to the **insured** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercised their right in accordance with this clause:

- i. **we** shall not be liable to the **insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- ii. **we** need not return any of the premiums paid.

9. **Governing law and Jurisdictions**

Unless agreed otherwise, this policy will be governed by and construed in accordance with the laws of Singapore. All disputes and differences between the **insured** and **us** which arise under or in connection with this policy will be referred to the Courts of Singapore

10. **Headings**

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

11. **Renewal of cover**

Your insurance cover will be renewed each year, as long if we receive the premium from the **policyholder** when it is due on a monthly payment mode, until cancelled in accordance with the terms of this group policy.

12. **Premium payment warranty**

Any premium due for your cover under this policy must be paid by the **policyholder** and actually received in full by **us** within 60 days of your start date of **your** insurance cover.

In the event that any premium due is not paid and actually received in full by **us** within the sixty (60) day period referred to above, then **your** insurance cover under this policy may be terminated after the expiry of the said sixty (60) day period from the start date of **your** insurance cover.

13. **Singular Form of a Word**

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

14. **Sanction Limitation and Exclusion Clause**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit may, in the insurer's opinion, expose that insurer to the risk of or result in any breach or violation of, or non-compliance with, any sanction, prohibition, restriction or regulations imposed by any state or transnational organisation including but not limited to the United States of America, the United Nations, the European Union, the United Kingdom, the Republic of Singapore and any state or country where the insurer or its related entity carries on business ("Sanctions").

If the insured, policy holder, beneficial owner of the policy, life assured(s) (if applicable), beneficiary, payee or any affiliate, successor or assign of any of the foregoing (collectively the "Insured") is designated or listed as a person subject to Sanctions ("Restricted Party") or has any involvement whatsoever with any Restricted Party, whether directly or indirectly, or has been charged, or convicted or has had judgment taken against them under any local or foreign law or regulations implementing any Sanctions, the insurer shall be entitled, in its sole discretion and without incurring any liability whatsoever, to exercise any one or more of the following rights and/or remedies against the Insured, namely

- (i) cancel, terminate, void and/or nullify any policy, contract, transaction or business;
- (ii) liquidate and/or close-out any financial product or investment;
- (iii) withhold and/or suspend any payment, transfer and/or receipt of any money, refund or benefit;
- (iv) decline and/or refuse any transaction or request; and/or
- (v) take or refrain from taking any step or action necessary to eliminate, reduce or minimise the risk of any breach or violation of any Sanctions or exposure to any Sanctions.

The Insured shall indemnify the insurer and hold the insurer harmless from and against any and all losses, damages, costs and/or expenses suffered and/or incurred by the insurer, including but not limited to legal costs and attorney's fees.

15. **Terrorism**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious,

ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company allege that by reason of this Exception, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this Exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

16. **Territory**

This Policy applies to acts committed, or **online fraud loss** occurring anywhere in the world, provided **Insured's** payment card is issued by the card issuer in Singapore.

Definitions

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa

assistance expert means the service provided by the helpline.

card issuer means the bank, financial institution or other entity that has issued the **insured's** payment cards and is regulated by the competent authority.

cyber event means an actual or reasonably suspected **unauthorised access or use** of the **insured's home electronic device** or **home connected device** or the transmission of malicious code to the **insured's home electronic device** or **home connected device**.

cyber war means any harmful act, or any series of related, repeated or continuing harmful acts, conducted using one or more computers (which includes any software residing on such computer, and any associated devices or equipment) directed against one or more computers (which includes any software residing on such computer, and any associated devices or equipment) that is committed by, or at the direction or under the control of, a sovereign state, and which:

1. is conducted as part of a **war**; or
2. causes a major detrimental impact on:
 - (i) the functioning of another sovereign state due to disruption to the availability, delivery or integrity of any **essential service** in that other sovereign state; and/or
 - (ii) the security or defence of another sovereign state,

provided however that **cyber war** shall not mean the direct or indirect effect of such harmful act(s) which causes a major detrimental impact on a sovereign state as described in parts 2.(i). and/or 2.(ii) above, on any **home electronic device** not physically located in a sovereign state which has suffered such major detrimental impact described in parts 2.(i). and/or 2.(ii) above.

essential service means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

home means the **insured's** permanent address located within Singapore, as registered with Singtel.

home connected device means any electronic device in the **insured's home** that are subscribed to the Cyber insurance bundle with Singtel and contains sensor(s), software and/or technology used for communicating with other electronic devices over a network or Internet connection.

home electronic device means any computer, laptop, mobile telephone, tablet, any software residing on such devices and any networking equipment owned or operated by the **insured** that are subscribed to the Cyber insurance bundle with Singtel.

incident means any occurrence that does or may give rise to the **insured** sustaining a loss.

Insured means:

- (a) **you**; and
- (b) and **your** married or civil partner, children and/or parents who permanently live with **you** in **your home**

and subscribed to the Cyber insurance bundle with Singtel.

For the purposes of this policy, children up to the age of 22 who are studying away at college or university during term time and who return to the **home** during holidays are treated as permanently living with **you** in **your home**.

limit of liability means the maximum limit **we** will pay in any one **policy period**.

loss means **online fraud loss** and any other amounts covered under this Policy.

Multiple **losses** arising from the same or a series of related, repeated or continuing acts, errors, omissions, incidents or events will be considered a single **loss** for the purposes of this Policy.

All acts, errors, omissions or events (or series of related, repeated or continuing acts, errors, omissions or events) giving rise to a **loss** or multiple **losses** in connection with such Coverage will be deemed to have been discovered at the time the first such act, error, omission or event is discovered.

money means a medium of exchange in current use authorised or adopted by a domestic or foreign government as a part of its currency.

order confirmation SMS means the document containing the details of **your** insurance cover.

online fraud loss means direct financial loss which the **insured** suffers as a result of a **cyber event**.

online bank account means an account with a bank or other financial institution regulated by the Monetary Authority of Singapore, the operation of which requires a password or other credentials provided by the bank or financial institution, by which the **insured** is able to conduct online financial transactions including payments or transfers.

online wallet means any online account in which the **insured** deposits or earns **money** that can be spent in an online store. This does not include credit bought or earned within a game or gambling site or a subscription purchased online.

policy period means the duration of this policy as stated in the **order confirmation SMS**.

policyholder means Singtel Mobile Singapore Pte Ltd, SingNet Pte Ltd, Consumer Journeys Pte Ltd

unauthorised access or use means the gaining of access to or use of any **home electronic device** or **home connected device** by an unauthorised person(s) or the use of any **home electronic device** or **home connected device** in an unauthorised manner.

war means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection and/or military or usurped power.

we / us / our means Great Eastern General Insurance.

you / your means the person as declared by the **policyholder** to be covered under this group policy.