

Master Policy Number: A5205751

Name of Policyholder: SPH Media Limited

Insured Person(s): Individual New subscriber of News Tablet Subscription as per declaration

News Tablet Device Protection Plan (New Subscribers)

WHAT WE COVER

Whereas the Policyholder has requested Us to grant the benefits hereinafter referred to and in consideration of payment of the necessary premiums to Us, We hereby agree to indemnify the Insured Person, subject to all the terms, provisions, conditions and endorsements of this Policy.

We will cover You against the repair or replacement cost of your insured Tablet in the event of Accidental Damage, theft due to forcible entry and robbery during the Period of Insurance up to the Sum Insured.

You must send Your Tablet to any authorized Samsung service centres in Singapore for repairs or replacement and seek reimbursement from Us with the necessary documents required as indicated in Our claim form.

This Policy only covers up to a maximum of two (2) repairs or one (1) replacement claim per insured Tablet during the Period of Insurance. However, no replacement will be allowed once the first repair has been made.

You shall be liable for an excess of 10% of loss amount for each and every claim under this Policy.

GENERAL CONDITIONS

- 1. Your Tablet must be issued under the News Tablet Subscription by SPH Media Limited within thirty (30) days from the date of purchased.**
- 2. Your Tablet's Serial number or International Mobile Equipment Identity (IMEI) number must be valid and provided to Us upon activation of this Policy.**
- 3. Duplication of Cover**
We shall not cover You under more than one insurance policy underwritten by Us for the same Tablet. In the event that You are covered under more than one such policy from Us, We will consider You to be insured under the policy first issued.
- 4. Currency**
All amounts shown are in Singapore dollars.
- 5. Data Use**
Any information collected or held by Us whether contained in the Insured Person's application or otherwise obtained may be used and disclosed to Our associated individuals / companies or any independent third parties (within or outside Singapore) for any matters in the normal course of arranging and administering the Insured Person's insurance Policy and claim.
- 6. Cancellation of Master Policy**
This Master Policy may be terminated by either the Company or the Policyholder by giving thirty (30) days' notice in writing. Termination of this Master Policy by the Policyholder or by the Company shall be without prejudice to any claim arising prior to such termination. If the Company or the Policyholder terminates the Master Policy, insurance coverage for all the Insured Persons for the Period of Insurance shall continue with no premium refund.
- 7. Governing Law**
This Policy shall be governed by and interpreted in accordance with the laws in Singapore.
- 8. Observance**
Our liability under this Policy shall be strictly conditional upon the observance by the Insured Person of the terms, provisions, conditions and endorsements of this Policy. Failure to comply with any of the terms, provisions, conditions and endorsements contained in this Policy shall invalidate all claims hereunder.
- 9. Reasonable Care**
You shall take all reasonable care and precautions to prevent damage to Your Tablet.
- 10. Contracts (Rights of Third Parties) Act (Chapter 53B)**
A person who is not a party to this contract shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms.

11. **Renewal**

We shall neither be bound to send any notice of renewal, nor to renew this Master Policy.

12. **Territorial Limit**

The territorial limit for this Policy is Singapore.

GENERAL EXCLUSIONS

We shall not be liable in respect of:

1. Any repairs that is covered under Your Tablet's manufacturer warranty/guarantee.
2. Any cosmetic damage to the Tablet caused by scratching, dent or discoloration.
3. Any damage to accessories of Your Tablet.
4. Any damage caused by mechanical or electrical breakdown or derangement, unless due to fire, lightning or power surges.
5. Any loss or damage occasioned through the wilful act, omission, negligence, carelessness of or with Your connivance and/or any member of your family, relatives, friends and/or domestic servants normally residing with You.
6. Any damage caused by routine servicing, inspections, modifications adjustments or cleaning.
7. Any damage to Your Tablet before the Policy Start Date.
8. Any damage to memory card/data storage card that is purchased in addition to the original Tablet.
9. Any of loss of data/information, the cost of a replacement SIM card or any software/programs loaded onto Your Tablet.
10. If the Tablet's Serial number or IMEI number that You have registered with Us does not match or has been tampered with.
11. Modifications to the Tablet (E.g. Gemstones, precious metals, upgrading components added to the Tablet).
12. War, strike, riot, civil commotion or nuclear weapons materials.
13. Destruction by government agencies or authorities.
14. Wear & Tear, gradual deterioration, atmospheric conditions, moth, vermin or from any process of cleaning or restoring any article, rust corrosion, mildew, mold, fungus, slowing developing deformation or distortion, inherent vices, marring, chipping, scratching, denting, change in temperature or humidity.
15. Fraudulent action, infidelity, willful act, willful negligence.
16. Inherent fault, latent defect or faulty workmanship, defective design or use of defective materials.
17. Any consequential loss or damage of any kind whatsoever unless otherwise stated.
18. Malicious damage.

19. **Electronic Date**

This Policy does not cover any claims of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer, electronic equipment, data procession or media, microchip, embedded chip, integrated circuit or similar device, or firmware or any computer software, whether the property of the Insured or not, occurring at any time to:

- (a) correctly recognize any date as its true calendar date.
- (b) capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date.
- (c) capture, save or retain and/or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.

20. **Total Asbestos**

It is hereby understood and agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

21. **Sanction Limitation and Exclusion**

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.

22. 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 Exclusion 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 Exclusion 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 Exclusion, 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 Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

23. Communicable Disease Exclusion

This Policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the Period of Insurance. Consequently and notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this clause, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a. for a Communicable Disease, or
- b. any property insured hereunder that is affected by such Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

This clause applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

LMA5393 (25 Mar 2020)

24. Property Cyber and Data Endorsement

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

- 1.1. Cyber Loss, unless subject to the provisions of paragraph 2;
- 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this

Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
7. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
8. Cyber Incident means:
 - 8.1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
9. Computer System means:
 - 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
10. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
11. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

LMA5400
11 November 2019

CLAIM CONDITIONS

1. Abandonment of Claim

If We shall disclaim liability to the Insured Person for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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 Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be in English.

3. Claim Notification

In the event of any happening which may give rise to a claim under this Policy, You:

- (a) Shall give immediate notice in writing to Us and/or in any event not exceeding fourteen (14) days.
- (b) Shall at Your own expense supply Us with further and full particulars in writing as soon as possible and not later than thirty (30) days after the occurrence of the loss or damage.
- (c) Shall give Us all such information as We may reasonably require.

4. Conditions Precedent to Our Liability

The due observance and fulfilment of the Terms of this Policy insofar as they relate to anything to be done or not to be done by You or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to Our liability to make any payment under this Policy.

5. Forfeiture

If any claim under this Policy is fraudulent or if any fraudulent means or devices are used by You or anyone acting on his behalf to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.

6. Other Insurance

This insurance does not cover any loss, damage, expense or liability which is insured or would, but for the existence of this Policy, be insured by any other 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, subject to the limits of liability specified in this Policy.

7. Rights of Recovery

We reserve Our right to recover against You or Your legal representatives for the full sum which We have paid for any claim under this Policy for which We are not liable to pay under this Policy.

8. Subrogation

We shall be subrogated to all the Insured Person's rights of recovery against any person, company or organisation and the Insured Person shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The Insured Person shall take no action after the loss to prejudice such rights.

9. Transfer of Interest

Unless otherwise expressly stated nothing contained herein shall give any rights to any person against Us other than You. Further, We shall not be bound by any passing of Your interest otherwise than by death or operation of law unless and until We shall by endorsement declare the insurance to be continued. The extension of Our liability in respect of the property of any person other than You shall give no right of claim hereunder to such person, the intention being that You shall in all cases claim for and on behalf of such person and receipt by You shall in any case absolutely discharge Our liability hereunder.

10. In the event of a claim, the Tablet must belong to the same owner registered with Us from the Policy Start Date.

11. The replacement value shall be based on the Tablet at time of loss (less depreciation) or original Sum Insured (less depreciation) whichever is lesser. Depreciation will be calculated via straight-line method of 20% on a monthly basis.

12. Theft or Robbery following forcible entry shall be based on the Tablet's original Sum Insured (less depreciation). Depreciation will be calculated via straight-line method of 20% on a monthly basis. In the event of a claim, Insured Person shall provide a copy of the police report.

13. In the event that we have paid for any claim under this Policy, Sum Insured (less depreciation) will be automatically reduced by the claim amount for the remaining policy period.

DEFINITIONS

Accidental Damage

Physical damage, destruction or failure of the insured Tablet and coverage shall include (but not limited to) cracked screen or water damage due to sudden and unforeseen event, which is not specifically excluded under this Policy and provided that such damage result in your insured Tablet being unable or unsafe to operate.

Insured Person / You / Your

The Insured Person refers to the News Tablet subscriber ordinarily residing in Singapore for whom the insurance coverage is arranged.

Period of Insurance

Twenty-four (24) or thirty (30) months commencing from the Policy Start Date, in line with the subscriber's contracted News Tablet subscription period with SPH.

Policy Start Date

One (1) day after the redemption date as shown on the Redemption receipt.

Policyholder

SPH Media Limited

Redemption receipt

The document issued to the Insured Person(s) containing their relevant insured details, which lists the insured device, and date of redemption by SPH and/or the redemption centre. The Redemption receipt forms part of the Master Policy.

Sum Insured

The value of the Samsung News Tablet device.

Serial / IMEI Number

Serial or International Mobile Equipment Identity (IMEI) Number that is between ten (10) to seventeen (17) alphanumeric character code that uniquely identifies Tablet sets.

Tablet

The brand new portable Samsung News Tablet device, identified by its Serial number or International Mobile Equipment Identity (IMEI) number which You have declared to Us.

We / Us / Our / the Company

Great Eastern General Insurance Limited.

Policy Owners' Protection Scheme

This policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for your policy is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact us or visit the General Insurance Association (GIA) or SDIC web-sites (www.gia.org.sg or www.sdic.org.sg).