



Personal Cyber Insurance

IMPORTANT NOTICE

In accordance with the Insurance Act (CAP 142), we would 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.

GENERAL TERMS

1. This Policy, Schedule, Endorsement, online application, proposal form, declaration and attached papers together with other statements in writing, if any, are evidence of the contract between You and Us and shall hereinafter be referred to as the "Policy". The proposal made to Us in connection with this Insurance shall be the basis and forms part of this contract. The Policy is 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.
2. We shall provide the respective Insurance in the terms set out in this Policy, provided that You pay the premium in full and We agree to accept it.
3. The conditions which appear in this Policy must be complied with. Failure to comply may mean that You or the Insured Person(s) may not be able to claim under this Policy.
4. Any word denoting a singular pronoun shall also mean to include the plural.
5. Throughout this Policy, where the context so admits, words embodying the masculine gender shall include the feminine gender and vice-versa.

ELIGIBILITY

To be eligible under this Policy:

- (a) The **Policyholder** named in the Schedule must be a Singapore citizen, a permanent resident of Singapore or a foreigner with a valid Work Pass, Student Pass, Dependant's Pass or Long-Term Visit Pass.
- (b) The **Policyholder** named in the Schedule must be at least eighteen (18) years of age on the Effective Date of Insurance.

PAYMENT BEFORE COVER WARRANTY (APPLICABLE TO INDIVIDUAL POLICYHOLDERS ONLY)

1. The premium due must be paid to the Insurer (or the intermediary through whom this Policy was effected) on or before the inception date ("the inception date") or the renewal date of the coverage. Payment shall be deemed to have been effected to the Insurer or the intermediary when one of the following acts takes place:
 - (a) Cash or honoured cheque for the premium is handed over to the Insurer or the intermediary;
 - (b) A credit or debit card transaction for the premium is approved by the issuing bank;
 - (c) A payment through an electronic medium including the internet is approved by the relevant party;

- (d) A credit in favour of the Insurer or the intermediary is made through an electronic medium including the internet.
2. In the event that the total premium due is not paid to the Insurer (or the intermediary through whom this Policy was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by the Insurer. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.
3. In respect of insurance coverage with Free Look provision, the policyholder may return the original policy document to the Insurer or intermediary within the Free Look period if the policyholder decides to cancel the cover during the Free Look period. In such an event, the policyholder will receive a full refund of the premium paid to the Insurer provided that no claim has been made under the insurance and the cover shall be treated as if never put in place.

GENERAL DEFINITIONS

The following terms wherever they appear in this policy in bold, shall have the meanings specified below:

- 1.1 **Child(ren)** means a fully dependent child(ren) under the age of twenty-three (23) years who is not married, not employed and is residing in the same household and in the same country of residence as the **Policyholder** on the **Policy Period** of Insurance stated in the Schedule.
- 1.2 **Cyber act** means:
- (a) the fraudulent or malicious input, modification, deletion, corruption, encryption or extraction of **your digital assets**, residing on **your computer system**, which is caused by the introduction of **malware** or **hacking** by a **third party**;
 - (b) the fraudulent or malicious disablement of access and control of **your computer system**, which is caused by the introduction of **malware** or **hacking** by a **third party**; or
 - (c) **cryptojacking**.
- 1.3 **Cyber event** means:
- (a) the fraudulent electronic transfer of funds or property from **your** personal account with a financial institution by:
 - (i) a **third party**; or
 - (ii) the financial institution acting in good faith upon a fraudulent incoming **electronic communication** purporting to have been sent but which was not sent by **you**;
 - (b) **you** acting in good faith upon any fraudulent incoming **electronic communication** request and transferring funds or property from **your** personal account with a financial institution, to the account of a **third party**;
 - (c) fraudulent unauthorized use of or electronic transfer of funds stored in **your** personal **digital wallet** held with an **online merchant**; or
 - (d) the fraudulent unauthorized online purchases by a **third party** that are charged to **your plastic card**.
- 1.4 **Cyber extortion threat** means a demand for money or property accompanied by a credible threat by a **third party** to:
- (a) release, divulge, disseminate, destroy, alter or use **your digital assets**, acquired by fraudulently or maliciously accessing or using **your computer system**;
 - (b) introduce **malware** into **your computer system**;
 - (c) corrupt, damage or destroy **your computer system**; or

- (d) restrict or hinder access to **your computer systems** or **your digital assets** or having already encrypted **your digital assets** or disabled access and control of **your computer system**, a demand for money or property in return for the decryption key or instructions.
- 1.5 **Cryptojacking** means the unauthorized use of **your computer system** by a **third party** for mining cryptocurrency.
- 1.6 **Digital assets** means software, programs, **your personal electronic data**, digital photos, digital music and digital video stored on **your computer systems**.
- 1.7 **Digital wallet** is an e-wallet associated with a user's account with an **online merchant** and is intended for effecting payment for the purchase of goods and services through the **online merchant's** website.
- 1.8 **Electronic communication** means:
 - (a) electronic mails;
 - (b) instructions given via the online banking or trading platform of a financial institution; or
 - (c) instructions given via the mobile application software (App) of a financial institution.
- 1.9 **Electronic data** means information stored or transmitted in a digital format.
- 1.10 **Extortion payment** means any monies (including crypto or virtual currencies) or property paid by **you**, to a **third party**, who **you** reasonably believe to be responsible for a **cyber extortion threat**, with the purpose of resolving or terminating such threat.
- 1.11 **Financial loss** means:
 - (a) loss of funds from **your** personal account with a financial institution or from **your digital wallet** with an **online merchant**;
 - (b) any associated fees, penalties or interest incurred by **you** which have been levied by the financial institution or **online merchant**;
 - (c) reasonable and necessary cost of replacing or reconstituting **your** personal documents or title deeds;
 - (d) **plastic card** charges that **you** have incurred, including any penalties or interest which have been levied by the financial institution;
 - (e) reasonable and necessary legal costs and expenses **you** incur, with **our** prior written consent, in pursuing or defending any legal action, arising directly from a covered **cyber event**; or
 - (f) actual lost income that would have been earned, whether for partial or whole day's work, for time reasonably and necessarily taken off **your** work and away from **your** work premises, solely to attend to the matters requiring attention, directly arising from a covered **cyber event**.
- 1.12 **Home** means your private residential property used solely for domestic purposes, the address of which is shown in the Schedule.
- 1.13 **Hacking** means the unauthorized or malicious intrusion to **your computer system**.
- 1.14 **Identity theft** means the online theft or online modification, alteration or corruption by a **third party** of **your personal information** to commit fraud using **your** identity.
- 1.15 **Identity theft expenses** means:
 - (a) reasonable and necessary expenses (including legal costs) incurred by **you**, with **our** prior written consent:
 - (i) to correct or reinstate official public records after an **identity theft** has occurred;

- (ii) for challenging the accuracy or completeness of a consumer credit report;
 - (iii) for the preparation and attendance at any audit or hearing conducted by a governmental agency;
 - (iv) for the dismissal or withdrawal of civil or criminal proceedings on the basis that the alleged liability rests with the perpetrator of the **identity theft** and not **you**; or
 - (v) for the removal of criminal or civil judgments wrongly entered against **you**.
- (b) actual lost income that would have been earned, whether for partial or whole day's work, for time reasonably and necessarily taken off **your** work and away from **your** work premises, solely to attend to the matters referred to in 1.14 (a) above;
- (c) costs of:
- (i) notarizing affidavits or related documents verifying the fraud; or
 - (ii) photostatting and registered mail postage for sending required documentation to law enforcement agencies, credit bureaus, financial institutions, creditors or debt collection agencies; or
- (d) the cost of loan re-application fees, if **your** earlier application had been refused solely because the lender had received incorrect credit information about **you** following the **identity theft**.
- 1.16 **InCall Systems Pte Ltd ("InCall")** (Company Reg. No. 200002976R) is our appointed Claims Service Call Center.
- 1.17 **Insured** means the person named in the Schedule as Insured, his/her spouse and **children** residing in the **Policyholder's** household.
- 1.18 **Loss** means:
- (a) **financial loss** for the purpose of Insuring Agreement 2.1 (Cyber Fraud);
 - (b) **cyber extortion payment** for the purpose of Insuring Agreement 2.2 (Cyber Extortion);
 - (c) **restoration costs** for the purpose of Insuring Agreement 2.3 (Restoration Costs); or
 - (d) **identity theft expenses** for the purpose of Insuring Agreement 2.4 (Identity Theft).
- Loss** does not include any taxes, the loss of tax benefits, or fines and penalties imposed by law.
- 1.19 **Malware** means any malicious software or code designed to infiltrate, disrupt, corrupt or damage a computer system or circumvent any network security product or service, including but not limited to viruses, worms, trojan horses, ransomware, adware, spyware and cryptojacking scripts.
- 1.20 **Online Merchant** means a Third Party retail business registered with a valid business license according to the jurisdiction of the country which it is situated in and which accepts payment for goods through a secured online payment gateway.
- 1.21 **Personal information** means information or data relating to **your** personal identity which publicly documents, authenticates or proves **your** genuine identity or good standing.
- 1.22 **Plastic card** means any credit, debit, charge or store card that is registered to **your** name.
- 1.23 **Policy** means this insurance document and the Schedule, including any endorsements.
- 1.24 **Policyholder** refers to the named owner of this Policy as shown in the Schedule.
- 1.25 **Policy period** means the period set forth in the Schedule.
- 1.26 **Restoration costs** means reasonable and necessary costs and expenses **you** incur, with **our** prior written consent:
- (a) for investigating, reconfiguring and repairing any damage to **your computer system**;

- (b) for retrieving or replacing **your digital assets**; or
 - (c) for locating and removing **malware** from **your computer systems** following a **cyber act**.
We can at **our** sole discretion settle **your** claim for **restoration costs** under this **policy**, with new for old with provision for wear and tear deduction if necessary.
- 1.27 **Third party** means any natural person or entity other than **you**, acting on their own accord, without **your** knowledge, consent, assistance or participation.
- 1.28 **Your computer system** means:
- (a) any home computer network, router, hardware, **digital assets** therein and all associated input and output devices, which is owned by **you** and used mainly by **you** for personal purposes, and which is located at **your home**; or
 - (b) mobile phones, laptops, notebook or tablets, which are owned by **you** and used mainly by **you** for personal purposes.
- 1.29 **You / your** means the **Policyholder**, his/her spouse and **children** residing in the **Policyholder's** household.
- 1.30 **We / us / our / insurer** means Etiqa Insurance Pte. Ltd. (Company Reg. No. 201331905K)

INSURING AGREEMENTS

In consideration of the premium paid, **we** agree to provide the insurance described under Section 2 (Insuring Agreements) subject to the terms, conditions, exclusions and limitations of this **policy**.

2.1 CYBER FRAUD

We shall indemnify **you** for **your financial loss** arising directly from a **cyber event** which **you** first discovered during the **policy period**.

2.2 CYBER EXTORTION

We shall indemnify **you**, to the extent insurable, for **extortion payment** arising directly from a **cyber extortion threat** that is first made against **you** in **your** personal capacity, during the **policy period**.

2.3 RESTORATION COSTS

We shall indemnify **you** for **restoration costs** arising directly from a **cyber act** which **you** first discovered during the **policy period**.

2.4 IDENTITY THEFT

We shall indemnify **you** for **identity theft expenses** arising directly from an **identity theft**, which **you** first discovered during the **policy period**.

Provided, with respect to each of the above Insuring Agreements, as a condition precedent to coverage under this **policy**, **you** shall give **us** written notice of the claim as set forth in Special Conditions 4.2 (Claims Notification).

EXCLUSIONS

This **policy** does not cover:

3.1 Abnormal Conditions/ State of Emergency

any **loss** based upon, arising from or as consequence of any abnormal conditions or state of emergency as declared by the local authorities (whether physical or otherwise) except to the extent that you shall prove that such **loss** happened independently of such abnormal conditions or state of emergency as declared by the local authorities.

- 3.2 **Bodily Injury**
any **loss** based upon, arising from or as a consequence of any physical injury, sickness, disease, disability, shock, mental anguish, or mental injury, including required care, loss of services or death at any time resulting therefrom.
- 3.3 **Business Activities**
any **loss** based upon, arising from or as a consequence of any activities carried out by **you** for trade, business or professional purposes, including any **loss** connected to an account with a financial institution that is used for trade, business or professional purposes.
- 3.4 **Confidence Scams**
any **loss** based upon, arising from or as consequence of a confidence trick involving feigned intentions towards **you**, such as romantic intentions, investments, contracts, loans and the like, gaining **your** confidence or affections, and then using that goodwill to commit fraud.
- 3.5 **Currency**
any **loss** involving unregulated digital currency of any kind, unregulated virtual currency of any kind or unregulated cryptocurrency of any kind.
Provided however this Exclusion does not apply to:
(a) **extortion payment** under Insuring Agreement 2.2 (Cyber Extortion); or
(b) **restoration costs** under Insuring Agreement 2.3 arising from **cryptojacking**.
- 3.6 **Dishonest Acts**
any **loss** based upon, arising from or as a consequence of any dishonest, criminal, malicious or fraudulent acts if **you** willingly participated in or directed such acts.
- 3.7 **Indirect or Consequential Loss**
any indirect or consequential loss of any nature, except as expressly provided for in this **policy**.
- 3.8 **Infrastructure Failure**
any **loss** based upon, arising from or as consequence of any outage in or disruption of electrical power or telecommunications services operated by a third party service provider.
- 3.9 **Lost or Stolen Plastic Cards**
any **loss** based upon, arising from or as consequence of lost or stolen **plastic cards**.
- 3.10 **Nuclear Risks**
(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or
(b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
(i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 3.11 **Prior Matters**
any **loss** based upon, arising from or as a consequence of any fact, circumstance, act, threat or event which **you** were aware of prior to the inception date of this **policy**.
- 3.12 **Property Damage**
any physical loss or damage to tangible property, other than **restoration costs**.
- 3.13 **Terrorism**
any **loss** based upon, arising from or as a consequence of:

- (a) any act of terrorism, notwithstanding any provision to the contrary within this **policy** or any endorsement thereto; or
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- 3.14 **Voluntary Disclosure**
any **loss** based upon, arising from or as a consequence of voluntary disclosure by **you** of any code or other security information to someone who subsequently commits or colludes with **you** in a **cyber event, cyber act, cyber extortion threat or identity theft.**
- 3.15 **War, Invasion and Civil Commotion**
any **loss** based upon, arising out of or a consequence of:
- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war; or
 - (b) civil commotion assuming the proportions of or amounting to a popular uprising, military rising, mutiny, 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 or any act of any person acting on behalf of or in connection with any organization 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.
- 3.16 **Wear and Tear**
any **loss** based upon, arising from or as a consequence of any ordinary wear and tear, drop in performance, progressive or gradual deterioration.

SPECIAL CONDITIONS

- 4.1 **Sum Insured and Deductible**
Our maximum liability for each and every **loss** and all **loss** in the aggregate under this **policy** shall not exceed the Sum Insured stated in the Schedule.
We shall only be liable for that part of each and every **loss** which is in excess of the Deductible stated in the Schedule.
- 4.2 **Claims Notification**
- (a) As soon as **you** become aware during the **policy period** of any fact or circumstances that is reasonably likely to result in a **loss** covered under this **policy**, **you** must notify **us** as soon as possible, but no later than thirty (30) days after discovery. Please contact **InCall** at 6586 7726 for assistance. This hotline is available during operating hours from 11am to 7pm (Monday to Saturday).
 - (b) **You** shall provide **us** with all information, assistance and cooperation which **we** reasonably request and shall:
 - (i) take all reasonable steps to mitigate or avoid a **loss** under this **policy**;
 - (ii) keep any damaged **computer systems** and other evidence, and allow **us** to inspect it;
 - (iii) attempt to recover **financial loss** relating to a claim under Insuring Agreement 2.1 (Cyber Fraud) from a financial institution or **online merchant** (as applicable), that may be responsible for all or part of the **financial loss**; and
 - (iv) do nothing that may prejudice **our** potential or actual rights of recovery with respect to a **loss**.
 - (c) With respect to Insuring Agreement 2.1 (Cyber Fraud), **you** must report to the police as well as the issuers of **your plastic card** (where applicable) and/or the financial institution

where **your** personal account is held (where applicable) or the **online merchant** holding **your digital wallet** (where applicable) as soon as practicable but no later than twenty four (24) hours after **your** discovery of a **cyber event**.

- (d) With respect to Insuring Agreement 2.2 (Cyber Extortion), the **extortion payment** shall not be paid without **our** prior written consent. **You** must also make every reasonable effort to establish the credibility of the threat and to notify the police or other local law enforcement authorities before surrendering any **extortion payment** in response to the **cyber extortion threat**. If the **extortion payment** involves marketable goods, **we** will pay the actual cash value at the time of the surrender of such goods.
- (e) With respect to Insuring Agreement 2.4 (Identity Theft), **you** must report to the police as well as the issuers of **the plastic card** (where applicable) and the financial institution (where applicable) as soon as practicable but no later than twenty four (24) hours after **your** discovery of the **identity theft**.

4.3 **Legal Defence**

It shall be **your** duty and not **our's** to defend any legal proceedings brought against **you**. **We** shall have the right and shall be given the opportunity to effectively associate with **you** in the investigation and defence of any legal proceeding. **You** shall not admit any liability or responsibility or agree to make any payment, without **our** prior written consent.

4.4 **Duty of Care**

You must:

- (a) make sure that **your computer system** is used and maintained as recommended by the manufacturer or supplier;
- (b) take reasonable measures to safeguard **your computer systems**, including the installation of anti-malware software. It is recommended that **you** update your anti-malware software regularly in accordance with the vendor's recommendation and regularly back-up **your digital assets**;
- (c) take reasonable measures when disposing of and destroying **your computer system** to protect **your digital assets**;
- (d) take reasonable measures to safeguard **your personal information, plastic cards** and details of **your** accounts with financial institutions and **online merchants**; and
- (e) take reasonable measures to authenticate and verify the identity of the sender of an **electronic communication to you**, requesting the transfer of funds including the sender's entitlement to request and receive such funds, prior to such funds being transferred from **your** personal account with a financial institution to an account of a **third party**.

GENERAL CONDITIONS (APPLICABLE TO THE ENTIRE POLICY)

5.1 **Arbitration**

Any dispute arising from a matter that is related to or in connection with this **policy** shall be referred to the Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This would apply as long as the dispute can be brought before FIDReC.

In the event that the dispute cannot be referred to or dealt with by FIDReC, it shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre which shall be applicable at that time.

5.2 Free Look Period

You have fourteen (14) days from the date **you** receive this **policy** to examine the terms and conditions of the **policy** and may cancel the **policy** within the foregoing 14-day period by written request to **us** in which case premiums paid will be refunded, if a claim has not been made under the **policy**. If the **policy** is sent by post, it is deemed to have been delivered in the ordinary course of post. Where the **policy** is so cancelled, **we** will have no liability whatsoever under the cancelled policy and **we** will be entitled to recover any expense incurred by **us** in underwriting the **policy**. This provision is not applicable to any policies with period of insurance of less than a year and renewals.

5.3 Renewal

This **Policy** may be renewed, at **our** sole discretion, with payment of the premium in advance at **our** premium rate in force at time of renewals.

5.4 Cancellation

This **policy** may be cancelled at any time at **your** request in writing to **us** and the premium shall be adjusted on the basis that **we** shall be entitled to receive or retain the customary short term premium SGD 26.75 (inclusive of GST), provided no claims have been made under the **policy**. No refund shall be given where a claim has been lodged under the **policy**.

We may also terminate the insurance by sending **you** seven (7) days' notice by registered letter to **your** last known address and **we** shall be liable to refund a rateable proportion of the premium for the unexpired term from the date of cancellation.

5.5 Confidentiality

You will make reasonable efforts not to disclose the existence of this **policy**.

5.6 Fraud

If **you** make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this **policy** shall become void from the beginning and all claims hereunder shall be forfeited.

5.7 Geographical Coverage

Worldwide

5.8 Interpretation

The construction, interpretation and meaning of the terms, conditions, exclusions and limitations of this **policy** shall be determined in accordance with the law of Singapore and in accordance with the English text as it appears in this **policy**.

5.9 Notice of Trust or Assignment

We shall not accept or be affected by notice of any trust or assignment or the like which relates to this Policy.

5.10 Other Insurance

This Policy shall apply in excess of any other valid and collectible insurance policy available to the **insured**, including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the Sum Insured under this **policy**.

5.11 Rights of Third Parties

A person or organization that is not a party to this policy shall have no rights under the Contracts (Rights of Third Parties) Act, Chapter 53 B of Singapore (or equivalent or similar statute in any jurisdiction) to enforce any of its terms.

5.12 Sanctions

We shall not be deemed to provide cover nor shall **we** be liable to pay any claim or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim

would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Singapore, European Union, United States of America, United Kingdom and/or any other applicable national economic or trade sanction law or regulations.

5.13 Subrogation

In the event of any payment to **you** under this **policy**, **we** shall be subrogated to the extent of such payment to all **your** rights of recovery, and **you** shall execute all papers required and shall do everything necessary to secure and preserve such rights.

5.14 Governing Law

This policy will be governed by and interpreted in accordance with Singapore law.

DATA PRIVACY

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 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.

Personal Cyber Insurance is an insurance product which is underwritten by Etiqa Insurance Pte. Ltd.

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