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1. HOW YOUR POLICY WORKS

This policy is underwritten by the Lloyd's Syndicate(s) specified in **Your** policy **Schedule** (the **Underwriters**) and is issued by Delta Underwriting Pte. Ltd. ("**Us / Our / We**").

Your Personal Cyber Protection policy wording sets out the terms and conditions applying between **You** and **Us**. The policy is made up of this wording, the **Schedule** and any additional special terms (called endorsements). Make sure **You** read and understand these documents. If **You** have any questions **We** suggest **You** raise these with **Your** broker or insurance advisor.

This policy wording sets out the extent of cover, how the cover is limited, any exclusions and all terms and conditions. It also sets out **Your** responsibilities in the event of a claim and how **You** can make a claim under this policy. Cover is provided only if the applicable section is stated to be insured in the **Schedule** and is subject to the terms, conditions, limitations and exclusions of this policy.

Your Schedule and any endorsements will set out the level of cover that applies and if there are any special terms and conditions **You** should be aware of.

DEFINED TERMS

Other than in the headings, words in bold carry specific meanings that are set out in each insuring clause (under the heading 'Specific Definitions') or in the Definitions section of this policy.

HEADINGS

Where headings are used in this policy, they are purely descriptive and not to be used for interpretation purposes.

PRIVACY ACT

Delta collects personal information from **You**, including information about **You** for the specific purpose of:

- a deciding whether to issue a policy;
- b determining the terms and conditions of **Your** policy;
- c compiling data to improve **Our** products and services; and
- d handling claims.

By providing Delta with **Your** personal information, **You** consent to **Our** collection, use and disclosure, as well as outlined above and in accordance with **Our** privacy policy. **We** may have to disclose **Your** personal information to the **Underwriters**. This consent remains valid unless **You** alter or revoke it by giving written notice to **Us**. Should **You** wish to withdraw **Your** consent, **We** may not be able to provide insurance services to **You**.

Delta's Privacy Notice can be found at:
<https://deltaunderwriting.com>

You have the right to ask for a copy of any personal information **We** hold about **You**, and to ask for it to be corrected if **You** think it is wrong. If **You** would like to ask for a copy of **Your** information, or to have it corrected, please contact **Us** at:

Delta Underwriting Pte. Ltd.
New Address: 51 Bras Basah Road
Lazada One, #06-01, Singapore 189554

2. WHAT YOU ARE COVERED FOR

UNAUTHORISED ONLINE TRANSACTIONS COVER

We will cover **You** for **Unauthorised Online Transactions**, first occurring, and discovered during the **Period of Insurance**, where the financial institution who provides **Your Primary Personal Account** will not reimburse the funds.

This section does not cover **You** for any claims resulting from:

- a any **Unauthorised Online Transaction** from **Your Primary Personal Account** to another account initiated:
 - 1 by a person who was furnished the **Access Device** to **Your Primary Personal Account** by **You**, unless **You** have notified the financial institution which holds **Your Primary Personal Account** before the **Unauthorised Online Transaction** that transfers by such person are no longer authorised;
 - 2 with fraudulent intent, whether by **You** or any person or organisation acting in concert with **You**;
 - 3 by the financial institution which holds **Your Primary Personal Account** (or any employee of the financial institution); or
 - 4 from any business or commercial account connected to **You**;
- b **Your** failure to exercise all reasonable care to protect **Your** passwords, **Your Mobile Device(s)**, and **Your Access Device** from **Unauthorised Use**, loss or theft; or
- c Any **Unauthorised Online Transaction** made directly or indirectly as a result of the acts, errors or omissions of the financial institution holding **Your Primary Personal Account** or the failure of the financial institution's cyber security system or infrastructure.

MOBILE BANKING PROTECTION

We will cover **You** for **Your** financial loss arising from the **Unauthorised Use** of **Your Mobile Payment App** following the loss or theft of **Your Mobile Device**, providing that:

- a The loss or theft of **Your Mobile Device** occurs during the **Period of Insurance**.
- b The financial loss occurs within the 24 hours prior to and the 168 hours after **You** notify **Us** of the loss or theft of the **Mobile Device**.

This section does not cover **You** for:

- a Financial loss as a result of any transactions which occurred prior to the loss or theft of the **Mobile Device**;
- b Financial loss as a result of any fraudulent transactions which occurred more than 24 hours after **You** discovered the loss or theft of the **Mobile Device**;
- c Financial loss occurring prior to receipt of the download of the **Mobile Payment App** by **You**; or

- d Claims resulting from **Your** failure to exercise all reasonable care to protect **Your Mobile Device** and **Your** password from **Unauthorised Use**, loss or theft.

3. EXCLUSIONS

The policy only provides cover as explicitly described in "What You Are Covered For" and defined within the section "Specific Definitions" and "Definitions" section. Please note that the following claims are expressly excluded:

BODILY INJURY

Any claim in any way involving **Bodily Injury**.

BUSINESS OR COMMERCIAL ACTIVITIES

Any claim arising out of or in any way connected with **Your** business, trade, craft, profession or occupation, including but not limited to any claim for or arising from information obtained through **Your** business, trade, craft, profession or occupation.

CREDIT CARDS

Any claim arising from or in any way connected with the use of **Your** credit card(s) or transactions undertaken through EFTPOS, except as part of the **Unauthorised Online Transactions** cover or the **Mobile Banking Protection** cover.

DELIBERATE, RECKLESS, CRIMINAL OR DISHONEST ACTS

Any loss, liability, expenses, costs, defence costs or any other entitlements in this policy whatsoever for any deliberate, dishonest, fraudulent, criminal or reckless acts caused by **You** or which were or should have been within **Your** knowledge.

FRAUDULENT FUND TRANSFER

Any claim arising out of or in any way connected with the transfer of, or the failure to transfer funds, money or securities; except as part of the **Unauthorised Online Transactions** cover or the **Mobile Banking Protection** cover.

LOSS

Any claim for:

- a fines, penalties, taxes or the multiplied portion of multiple damages;
- b remedies due pursuant to a contractual provision; or sums due pursuant to a contractual provision for

liquidated damages, agreed penalties, or similar remedy; or

c matters which are uninsurable under applicable law.

NATURAL PERILS

Any claim arising out of or in any way connected with a physical cause or natural peril, including but not limited to fire, storm, wind, water, flood, subsidence, or earthquake, that results in physical loss or physical damage to property including **Computer Hardware** and **Personal Information**.

NUCLEAR RISKS OR IONISING RADIATION

Any claim arising out of or in any way connected with personal or **Bodily Injury**, damage, claim, loss, liability, expenses, costs or defence costs whatsoever caused by; ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

PROPERTY DAMAGE

Any claim involving physical damage to property.

SANCTIONS

The **Underwriters** will not provide cover nor be liable to provide any benefit hereunder to the extent that the providing of such coverage, payment or benefit would expose the **Underwriters** to any sanction, prohibition or restriction under the trade or economic sanctions, laws or regulations of Singapore, the United Kingdom, the European Union or the United States of America or under any United Nations resolutions.

SECURITIES

Any claim arising out of or in any way connected with actual or alleged violation of any law, regulation or rule (whether statutory or common law) relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, securities.

UTILITY SERVICE PROVIDER

Any claim arising out of or in any way connected with the failure or malfunction of electrical or telecommunications infrastructure or services.

WAR AND TERRORISM

Notwithstanding anything to the contrary contained herein this policy does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

4. HOW TO MAKE A CLAIM

Following any state of affairs which may give rise to a claim under this policy, **You** must comply with the requirements set out in this section.

The following are conditions precedent to **Our** liability in respect of a claim under this policy. This means that if **You** do not comply, **We** may not pay **Your** claim or we may reduce the amount of the payment by the degree of prejudice caused.

CLAIMS NOTIFICATION

In the event of a claim under this policy **You** must give **Us** notice by telephone, in writing or electronically to the claims handling agency set out in the **Schedule** as soon as possible but no later than within five (5) days of discovering an **Unauthorised Online Transaction**, **Mobile Banking Protection Event**, or any other event giving rise to a claim under this policy.

CLAIM PROCEDURE

Unless stated otherwise, all claims will be handled by the claims handling agency set out in the **Schedule**. **You** must cooperate with the claims handling agency and must provide them with all information and documents reasonably requested by them in order to evaluate and resolve **Your** claim.

FRAUDULENT CLAIM

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

YOUR EXCESS

An excess is the amount **You** have to pay towards each and every claim under the policy. The excess applicable to each claim is shown on the **Schedule**.

If **You** claim falls within more than one section, **You** will pay the highest applicable excess.

5. YOUR RESPONSIBILITIES

YOUR DUTY OF DISCLOSURE

You must make a fair presentation of **Your** risk in proposing for, or proposing to vary, this insurance, having conducted a reasonable search of information available to **You**, including information held by third parties. It is important that **Your** disclosure is substantially correct and clear. Incomplete, incorrect or false information may result in any claim being rejected, the amount **You** receive being reduced or the whole policy being avoided.

You have a legal duty of disclosure to **Us**. The duty of disclosure means that:

- a All the statements that **You** make to **Us** (both written and oral) including the answers in any application for this insurance, any claim made by **You**, and any other communication by **You** must be true and correct.
- b **You** must disclose everything that **You** know, or could reasonably be expected to know, that is relevant to **Our** decision whether:
 - a to accept your application for insurance, on what terms **We** will accept it and how much it will cost; or
 - b to accept **Your** claim on the policy.
- c This duty of disclosure continues from the time **You** complete the application for insurance, until the commencement date of the policy.
- d **You** also have the same duty of disclosure to **Us**, throughout the term of the policy whenever **You** communicate with **Us** (directly or through your broker) and whenever **You** extend, vary or reinstate **Your** insurance.

If **You** do not give **Us** all the information that could affect its decision about the terms and conditions of cover **You** could be offered, **Your** policy might be avoided when **You** make a claim.

CONFIDENTIALITY

You will not disclose the terms, conditions, exclusions, or the limit of indemnity as shown in the **Schedule** of this policy except to the extent that **You** are required to do so by law, for contractual purposes, or unless **We** consent in writing to such disclosure.

COMPLIANCE WITH POLICY TERMS

You and anyone acting on **Your** behalf must comply with every applicable provision of this policy.

YOUR DUTIES WHEN PRESENTING A CLAIM

For each and every claim under the policy, **You** and any person acting on **Your** behalf must (before and after notification):

- a not incur any expense without **Our** consent, unless such expense is at **Your** own cost;
- b always act honestly;
- c give all such information, co-operation and assistance, and forward all documents and any other information as requested to enable **Us** to investigate, settle or resist any claim, as **We** may reasonably require; and
- d provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected.

FRAUDULENT CLAIMS

If **You** or anyone acting on **Your** behalf makes a fraudulent claim under this policy, then **We**:

- a are not liable to cover **Your** claim;
- b may recover any payments already made; and
- c may by notice to **You** treat this policy as having been terminated with effect from the time of the first fraudulent act, in which case **We** are not liable to **You** in respect of a relevant event occurring after that time and may retain any premium.

DUE DILIGENCE

You agree to use due diligence to prevent and mitigate costs covered under this policy. This includes but is not limited to complying with reasonable and widely-practiced steps for:

- a Providing and maintaining appropriate system and data security controls including anti-virus software where available;
- b Installing system updates for **Your** operating systems (e.g iOS, Android, Windows, Linux) as soon as reasonably possible but no later than 30 days after release; / maintaining and updating systems updates on **Your** operating systems; and
- c Changing passwords on **Your Computer Hardware** from the default/factory passwords.

6. DEFINITIONS

Please note that words in the singular may be in plural and vice versa.

ACCESS DEVICE

Access device means any security mechanism, including without limitation, a password, a passphrase, a Personal Identification Number (PIN) or any other authentication method whatsoever, designed to control and/or restrict and/or allow access to **Your** primary personal deposit account.

BODILY INJURY

Bodily Injury means injury to a person occurring during the **Period of Insurance** including death, illness, disability, disease, shock, fright, mental anguish or mental injury.

CLOUD SERVICE

Cloud Service means any on-demand access to hosted computer infrastructure or computing platforms, including, without limitation, cloud computing services provided on an infrastructure as a service (IaaS), Software as a Service (SaaS) model or Platform as a Service (PaaS) model, provided by any natural person or entity not owned, operated or controlled by **You**.

COMPUTER HARDWARE

Computer Hardware means the collection of physical parts of a computer system(s). This includes the computer exterior, monitor, keyboard, mouse and the interior such as the hard disk drive, motherboard and video card. For the purposes of this policy **Computer Hardware** also includes smartphones, tablet, thermostats, smart appliances, security systems and monitoring systems.

DIGITAL ASSETS

Digital Assets means the software and/or any electronic data, media and photographs that were legally obtained and stored on or within **Your Network**, excluding any form of digital currency and digital non fungible tokens.

EXTERNAL SOURCE

External Source means a person or organisation not related to **You** or authorised to use **Your Network**.

INFORMATION SYSTEM

Information System means an integrated set of information resources organised for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

MALICIOUS CODE

Malicious Code means **Software**, firmware, or malware intended to perform an unauthorised process that will have an adverse impact on the confidentiality, integrity, or availability of an **Information System**. This includes, but is not limited to a virus, worm, Trojan Horse, spyware, logic bombs or other code-based entity that infects a host.

MOBILE DEVICE

Your mobile electronic device that the **Mobile Payment App** is installed on.

MOBILE PAYMENT APP

Your Bank and/or Financial Institution's and or other **Payment Provider's** mobile application that provides account management and/or payment facilitation which must be downloaded from a digital distribution platform or App Store that **Your** Bank or Financial Institution or specific **Payment Provider** has approved for the distribution of said mobile payment app.

NETWORK

Network means any legal **Computer Hardware**, software, firmware, and components thereof, including **Your Digital Assets** and **Personal Information** stored on or within **Your network**, which are connected through computers, including such networks accessible through the Internet, intranets, extranets or virtual private networks or any **Cloud Service**.

NETWORK INTRUSION

Network intrusion means:

- a the intentional and unauthorised gaining of access to or use of **Your Network**, or any portion thereof, which arises from a breach of **Your Network Security**; or
- b the receipt of **Malicious Code** from an **External Source** on **Your Network**.

NETWORK SECURITY

Network Security means any hardware, software or firmware (including, without limitation, firewalls, filters,

routers, intrusion detection software, antivirus software, automated password management applications and other authentication mechanisms) designed to control or restrict the access to a **Network**, or any portion thereof. **Network Security** will also include the use of third-party service providers which provide, or assist in the provisioning of, such hardware, software and firmware.

PAYMENT PROVIDER

Any corporation which provides the facility for mobile payments to be made via its mobile application, which has been accredited and approved by either the Apple App Store or Google Play Store.

PERSONAL INFORMATION

Personal Information means:

- 1 information from which **You** may be uniquely and reliably identified (including but not limited to **Your** name, address, telephone number or email address) in combination with the account details, account numbers, passwords, PIN numbers, credit card numbers, passport details, driver's license or biometric information of **You** or **Your** family; or
- 2 personal information as defined in any privacy protection law or regulation governing the control and use of **Your** personal and confidential information.

PERIOD OF INSURANCE

Period of Insurance means the period shown in the **Schedule**, with times being local to **Your** address as also stated in the **Schedule**.

PRIMARY PERSONAL ACCOUNT

Primary personal account means **Your** main bank account that **Your** salary or primary source of income is paid into and/or that has at least two regular outgoing payments.

PROPERTY DAMAGE

Property Damage means physical injury to, loss, theft, destruction of, or loss of use of tangible property.

SOFTWARE

Software means any computer program and associated data that may be dynamically written or modified during execution.

SCHEDULE

Schedule means the document titled 'Schedule' provided by **Us** in relation to this policy.

TERRORISM

Terrorism means any act or series of acts, including the use of force or violence, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

UNAUTHORISED ONLINE TRANSACTIONS

Unauthorised online transactions means the fraudulent and unauthorised transfer of funds from **Your Primary Personal Account** to another account initiated by an **External Source**, without the actual authority to initiate such transfer and from which **You** receive no benefit following a **Network Intrusion**.

Unauthorised online transactions does not include any transfer or payment made as a result, directly or indirectly, from the actions of the financial institution providing the **Primary Personal Account** or the failure of their **Network** or **Computer Hardware**.

UNAUTHORISED USE

The use of **Your Mobile Payment App** by an unauthorised **External Source** or an authorised **External Source** in an unauthorised manner.

UNDERWRITERS

Underwriters means certain underwriters at Lloyd's as specified in the **Schedule**.

WAR

War means a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

WE / US / OUR

We, **Us** or **Our** means Delta Underwriting Pte. Ltd. as agent for the **Underwriters**.

YOU / YOUR

You or **Your** refers to **You** as the insured policyholder and also includes the policyholder's spouse or de facto partner and any dependent persons who, during

the **Period of Insurance**, permanently reside in **Your** household.

7. GENERAL TERMS AND CONDITIONS

APPLICABLE LAW

The law applying to this policy and any legal proceedings connected to it is the law of Singapore unless otherwise expressly agreed in writing. The Courts of Singapore have exclusive jurisdiction in relation to any legal proceedings which relate to this policy.

EVENTS

All occurrences of a series, consequent upon or attributable to one source or originating cause, will be treated as a single insured event for the purposes of this policy.

CANCELLATION

Cancellation by You

You may cancel this policy at any time by giving written notice to **Us** at the address specified in the **Schedule**.

Subject to no claims having been made under this policy, **We** will return premium to **You** on a pro rata basis for the cancelled period. In the event a claim has been paid or is payable there shall be no return premium upon cancellation.

Cancellation by Us

We may cancel this policy at any time during the **Period of Insurance** by posting written notice on **You** at the address shown in the **Schedule**. Cancellation will be effective from the thirtieth (30th) day after posting of the notice.

Cancellation by **Us** will not affect the coverage or premium attributable under this policy to the period prior to cancellation. Subject to no benefits having been claimed under this policy, **You** will be entitled to a return premium on a pro rata basis for the cancelled period.

CURRENCY

All amounts payable under this policy are expressed in Singapore Dollars (SGD).

Where **You** incur costs in another currency, the **Underwriters** will reimburse **You** the actual amount

incurred in SGD as shown on **Your** bank statement at the prevailing rate of exchange at the time the costs were incurred. Costs incurred via cash payment are reimbursed upon site of a valid receipt.

GOODS AND SERVICES TAX

All amount referred to in **Your** policy are inclusive of Goods and Service Tax (GST).

LIMITS OF INDEMNITY

The **Underwriters'** liability will not exceed the policy limit of liability as set out in the **Schedule** for any and all cover.

OTHER INSURANCE

- a The insurance afforded by this policy will be in excess of and will not contribute to other applicable insurance **You** already have in place.
- b This policy will under no circumstances be made subject to the terms, limitations, conditions and definitions of any other applicable insurance.
- c Other insurance will not cease to be regarded as 'valid and collectible' merely because **You** have failed to comply with any notification or other conditions which apply to such other insurance.

RECORDS

We may hold documents relating to this policy and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

UNDERWRITER'S LIABILITY SEVERAL NOT JOINT

The liability of Lloyds Underwriter(s) (**Underwriters**) under this contract is several and not joint with other Underwriters party to this contract. An **Underwriter** is liable only for the proportion of liability they have underwritten.

An **Underwriter** is not jointly liable for the proportion of liability underwritten by any other Underwriter. Nor is an **Underwriter** otherwise responsible for any liability of any other **Underwriter** that may underwrite this contract.

The proportion of liability under this contract underwritten by an **Underwriter** (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken

together) is shown next to its stamp. This is subject always to the provision concerning “signing” below.

In the case of a Lloyd’s syndicate, each member of the syndicate (rather than the syndicate itself) is an **Underwriter**. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member’s proportion. A member is not jointly liable for any other member’s proportion. Nor is any member otherwise responsible for any liability of any other **Underwriter** that may underwrite this contract. The business address of each member is Lloyd’s, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd’s syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd’s, at the above address.

PROPORTION OF LIABILITY

Unless there is “signing” (see below), the proportion of liability under this contract underwritten by each **Underwriter** (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its “written line”.

Where this contract permits, written lines, or certain written lines, may be adjusted (“signed”). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each **Underwriter** (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of a Lloyd’s syndicate taken together) is referred to as a “signed line”. The signed lines shown in the **Schedule** will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

ENTIRE AGREEMENT

You agree that this policy, the **Schedule**, the proposal form and any endorsements, constitutes the entire agreement between **You** and the **Underwriters** relating to this insurance.

THIRD PARTIES

This policy is not intended to create an obligation enforceable at the suit of any person who is not a party to this agreement, and any such person shall have no right to enforce any obligation under this agreement under the Contracts (Rights of Third Parties) Act 2002 (Singapore).

8. COMPLAINTS

We treat complaints seriously. If **You** have a concern about this policy or the insurance services **We** provide, please let us know. Please contact **Us** at:

Delta Underwriting Pte. Ltd.
51 Bras Basah Road
Lazada One, #06-01, Singapore 189554
support@deltaunderwriting.com

We will acknowledge **Your** complaint within five (5) working days and attempt to resolve it within ten (10) working days if **We** have all necessary information and have completed any investigation required.

We will give **You** the name and contact details of the person handling **Your** complaint and **We** will ensure that someone experienced who has not been handling **Your** case fully investigates **Your** complaint.

If further information or investigation is required, **We** will agree reasonable alternative timeframes with **You**. **We** will update you at least once every twenty (20) working days, or another such interval as we may agree with **You**, until **Your** complaint is resolved.

In the unlikely event that this doesn’t resolve the matter or **You** are not satisfied with the way **Your** complaint about this policy has been dealt with, **You** can contact Lloyd’s directly at:

Lloyd’s of London (Asia) Pte Ltd
138 Market Street
CapitaGreen #05-01, Singapore 048946

9. SERVICE OF SUIT

SERVICE OF SUIT

The service of any proceeding on the **Underwriters** must be made at:

Allied World Syndicate Services Pte Ltd
138 Market Street,
#05-02 CapitaGreen, Singapore 048946