

QBE Insurance (Singapore) Pte Ltd

Items Insurance

Policy Wording

QBE INSURANCE (SINGAPORE) PTE LTD welcomes you as a policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.	
Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.	
"WE WOULD REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFITS FROM YOUR POLICY."	



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TERMS OF POLICY

In consideration of:

- the payment of the premium as stipulated in the Premium Warranty clause, and
- (b) the due observance and fulfilment of the terms and conditions of this policy or of any renewal thereof insofar as they relate to anything to be done or complied with by You.

and subject to the terms conditions exclusions contained herein or endorsed on or attached to this policy or the Schedule, we agree to provide You with insurance as set out in this policy, up to the limit of the sums insured specified in the Schedule. We may, at our option, settle any claims by payment, replacement, restoration or repair.

WHAT MAKES UP THE POLICY?

The Policy Wording, the Schedule and any Endorsements:

- must be read together as they form Your insurance contract;
- set out what You are insured for and those circumstances where You will not be insured.

Some words and expressions have been given a specific meaning in the Policy and You will find their meaning in Definitions.

Payment of premium

We will insure You as set out in the Policy and the Schedule provided We, or the intermediary through whom the Policy is effected, receive the Premium in full before the inception date of the Period of Insurance.

If the Premium is not paid and received before the inception date, the cover under the Policy will be considered never to have been in force and an agreement to insure terminated from inception of such agreement.

GENERAL DEFINITIONS

The words listed below have been given a specific meaning in the Policy and these specific meanings apply when the words begin with a capital letter.

Act of Terrorism

Means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- (a) involves violence against one or more persons; or
- (b) involves damage to property; or
- endangers life other than that of the person committing the action; or
- (d) creates a risk to health or safety of the public or a section of the public; or
- (e) is designed to interfere with or to disrupt an electronic system.

Asia Pacific

Means the following countries: the ASEAN countries, Australia, Bangladesh, Bhutan, China, Hong Kong, India, Japan, Nepal, North Korea, South Korea, Macau, Maldives, Mongolia, New Zealand, Pakistan, Sri Lanka, Taiwan, Tibet and the Pacific Islands but shall exclude the Hawaiian Islands.

Building(s)

Means a Building which is occupied primarily for residential purposes by You, including use as a home office or surgery.

Collectibles

Means private collections of rare, unique or novel articles of personal interest (for example: toys, cards) including memorabilia.

Communicable Disease

Means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 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

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.

Computer System

Means any computer, hardware, information, technology and communication system or electronic device, including any similar system or configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or backup facility.

Computer Virus

Means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

Computer Virus includes but is not limited to Trojan Horses', 'worms' and 'time or logic bombs'.

Depreciation

Means the reduction in the value of the item due to Wear and Tear.

Electronic Data

Means any facts, concepts and/or information converted to a form usable for communications and/or displays and/or distribution and/or processing by electronic and/ or electromechanical data processing and/or electronically controlled equipment that includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.



Electronic Contents

means non recoverable purchased eBooks, software, application software (apps), music and movie files.

Endorsement

Means a written alteration to the terms, conditions, exclusions and limits of the Policy that are shown on and form part of the Schedule.

Event(s)

Means a happening or an incident not intended to happen that occurs during a particular interval of time or a series of happenings or incidents consequent upon or attributable thereto, which causes or results in Loss or Damage or a legal liability to pay compensation which is claimable under the Policy.

Excess

Means the amount You must pay towards each and every claim arising out of one Event or occurrence. You will find the amount of any Excess shown on the Schedule.

Fusion

Means the process of fusing or melting together the windings of an electric motor following damage to the insulating material as a result of overheating caused by electric current.

Jewellery

means articles of personal adornment containing gemstones, silver, gold, platinum or other precious metals or alloys. This also includes costume jewellery and watches.

Loss or Damage

Means direct physical loss of, destruction of, or damage to property from any sudden and accidental cause not otherwise excluded by the Policy

Musical Instruments

means musical instruments and equipment.

Period of Insurance

Means the period You are insured. The commencement and expiry dates are shown on the Schedule.

Policy

Means the Policy Wording, the Schedule (including any issued in substitution) and any Endorsements attaching to or contained within those documents and which will be the legal contract between You and Us.

Precious Metals

means sterling silver, gold, pewter or plated ware, including tableware, trays, trophy sand similar household articles other than jewellery.

Premium

Means any amount We require You to pay under the Policy. Any Government charges and/or levies will be added at the prevailing rate and separately identified on the Schedule.

Schedule

Means one of the following:

- the document titled Schedule which includes Your name and address, the Premium and any other variables to Our standard Policy (including any Endorsement clauses);
- (b) the renewal Schedule You have paid.

We will not pay for any costs that would have been incurred in complying with orders issued prior to the happening of Loss or Damage.

Situation

Means the land at the address(es) shown on the Schedule where Your Building is situated.

Specified Personal Valuables

Personal property, as detailed on the Schedule, which belongs to You

Sum Insured/Limit of Liability

Means the amount(s) shown on the Schedule for the Sections You are covered for and is the maximum amount of Our liability, inclusive of claimant's costs and expenses recoverable from You, for all claims under each of the Sections:

- (a) during any one Period of Insurance; or
- unless a specified limit is otherwise stated on the Schedule or in a Section.

Tenant/s

Means any person authorised under the terms of a lease, rental or similar type agreement who occupies Your Building including any other co-inhabitant.

Territorial Limits

Shall mean anywhere within Asia-Pacific unless otherwise specified in the Schedule

Theft

Means any Theft, burglary or housebreaking with or without forcible and violent means.

Vehicle(s)

Means:

- (a) any type of machine on wheels or self-laid tracks made or intended to be propelled by other than manual or animal power that is or should be registered and/or insured under legislation in Singapore; and
- (b) any trailers or other attachments made or intended to be drawn by any of those machines.

Wear, Tear

Means damage or a reduction in value through age, washing, dyeing, cleaning, repairing, restoring, scratching, denting, ordinary use or lack of maintenance.



Worldwide

Means the rest of the world and countries under "Asia-Pacific".

We, Our, Us

Means QBE Insurance (Singapore) Pte Ltd.

You, Your, Yours

means the person(s) named on the Schedule and includes any member of that person's family ordinarily residing with that person.

CLAIMS PROCEDURE

Should any event occur which you have the reason to think could give rise to a claim; immediate notice is to be given to us. Please send any invoices, dockets or quotations to support your claim. Anyone wishing to make a claim against you should be told, without admission of liability on your part, to put the claims in writing. Should your claim be for burglary, housebreaking, theft or malicious damage, you must also immediately inform the police.

SECTION 1 – PERSONAL EFFECTS

What We cover

We will pay for Loss or Damage to Specified Personal Valuables that occurs within the Territorial Limits during the Period of Insurance, up to the Sum Insured for each itemised article is shown in the Schedule.

To reflect current costs and values, we may change the Sum Insured when valuations are conducted by and when the Policy is renewed, and the Schedule will reflect the Sum Insured. The premium will be adjusted in accordance with our standard rating.

We will not pay more than the Sum Insured on the Schedule for each item or if lesser its intrinsic value.

Pairs and Sets

In the event of loss of or damage to any article forming part of a pair or set, we shall not be liable for more than the value of the particular part which may be lost or damaged without reference to any special value which such part or parts may have as forming pair or set but in any event not exceeding a proportionate part of Sum Insured in respect of pair and set.

Exclusions

We will not pay for:

- 1. unexplained loss or mysterious disappearance;
- 2. loss from unattended vehicles;
- 3. consequential loss of any kind;
- 4. contact lenses, corneal caps or micro lenses;
- 5. loss or Damage caused by over winding of watches or clocks;

- loss resulting from detention, confiscation or destruction by Custom Officials or other authorities;
- property in the custody or control of any person who is engaged in or connected in any way with any form of professional entertaining;
- depreciation or loss, damage or deterioration arising from or occasioned by:
 - (a) Wear and Tear;
 - (b) moth or vermin;
 - (c) any process of heating, drying, cleaning, dyeing, alteration or repair to which the property is subjected;
 - (d) mildew, atmospheric or climatic conditions.
 - (e) Scratching, denting or chaffing
- mechanical failure or breakdown or electrical failure derangement or disturbance;
- 10. restoration of electronic records;
- sporting and recreational equipment and sports clothing, whilst physically in use for the sporting function or in the course of play;
- Failure to take due care and precaution to safeguard your belongings.
- 13. We do not cover these losses for Collectibles:
 - fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, change in temperature, or temperature extremes;
 - cleaning, repairing, refinishing, altering, restoring, reframing, retouching or being worked on; or
 - use other than as a Collectible.
- 14. We do not cover any loss to musical instruments, cameras or equipment related to musical instruments or cameras used for profit, except in an incidental Business activity.
- items being cleaned, repaired, restored, or on exhibition away from the site.
- 16. unset precious or semi-precious stones
- Breakage of glass on mobile cellular telephones, including chipping, scratching or the breakage of glass whether extend through the entire thickness or not.
- 18. Water damage to mobile cellular telephones



Claims - basis of settlement

At Our option We will either:

- (a) repair or replace Your personal valuables to the same condition as when they were new; or the condition and value reflected in the schedule
 - (b) pay You the reasonable cost of repairing Your personal valuables to the same condition as when they were new or the condition and value reflected in the schedule
 - (c) pay You the reasonable cost of replacing Your personal valuables to the same condition as when they were new; or the condition and value reflected in the schedule
- If We pay You the reasonable cost of repair or replacement, this means the value reflected in the schedule less any discount available to Us were We to repair or replace it.
- 3. If any part of a pair, set or collection is lost or damaged, We will not pay any more than the value of the particular part which may be lost or damaged without reference to any special value which such part or parts may have as forming pair or set but in any event not exceeding a proportionate part of Sum Insured in respect of pair and set.
- We will not pay for damage to glass (other than lenses) or other brittle or fragile substances (other than jewellery) unless caused by fire or Theft.

GENERAL EXCLUSIONS AND CONDITIONS

1. GENERAL EXCLUSIONS

We will not pay for:

- any loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences, namely:
 - war, invasion, acts of foreign enemies. Hostilities or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any Government or public or local authority;
 - mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- (b) loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

2. TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, death, injury, illness, 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 endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or 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) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public,

This endorsement also excludes loss, damage, death, injury, illness, 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.

3. CYBER EXCLUSION

This policy excludes any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

However, we will pay for any physical Loss or Damage to the Insured Property which is caused by an Insured Event directly occasioned by a Cyber Incident. We will not pay for any Loss or Damage, destruction, distortion, erasure, corruption or alteration of Electronic Data directly occasioned by a Cyber Incident, and it will not be considered as Loss or Damage for the purposes of this exclusion.

In respect of this exclusion, a Cyber Incident will be deemed to mean the Computer System being affected by any:

Unauthorised or malicious acts regardless of the time and place, or the threat of hoax thereof;

Malware or similar mechanism;

Programming or operator error whether by You or any other person or persons;

Any unintentional or unplanned outage of your Computer System not directly caused by Loss or Damage

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any You or any other person or group(s) of persons.



4. COMMUNICABLE DISEASE

This Policy does not cover 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 a Communicable Disease ot the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

5. SANCTIONS EXCLUSION

The Company shall not provide cover nor 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 would expose the Company or any member of the Company's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country including but not limited to the European Union, United Kingdom, United States of America, Australian and/or Singapore autonomous sanctions.

6. GENERAL CONDITIONS

- (a) You are to take all reasonable precautions to avoid or minimise injury, loss or damage and to recover any property lost.
- (b) If anything happens, which could give rise to a claim under any Section, you are:
 - to give immediate notification to us and if the property is lost or if theft or malicious damage is suspected, immediately inform the Police;
 - ii. not to make any payment, settlement or admission of liability in respect of any event for which We may be liable under any policy without our written agreement. We shall be entitled to undertake in your name the control and settlement of any legal action and to take proceedings at our own expense and for our own benefit but in Your name to recover compensation from any third party.
- (c) We may cancel this policy by giving You14 days' notice by email to Your last known email address, in which case, You shall be entitled to a return of the premium proportionate to the unexpired period of cancelled insurance. Proof of emailing shall be sufficient proof of notification.
- (d) If at the time of any loss, damage or liability arising under any Section there shall be any other insurance affected by or on Your behalf covering such loss, damage or liability or any part of it, We shall not be liable to pay more than our rateable proportion of any sum payable in respect of such occurrence. However, if at the time of any loss, damage or liability arising under any Section, there shall be any Guarantee, Warranty, Service or Maintenance Contract effected by or on Your behalf covering such loss, damage or liability or any part of it, We shall not be liable except in respect of any excess beyond the amount which would have been payable under such Guarantee, Warranty, Service or Maintenance Contract had this insurance not been affected.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CHAPTER 53B)

A person who is not a party to this policy contract shall have no right under the contracts (rights of third parties) act (Chapter 53B) to enforce any of its terms.

8. PAYMENT BEFORE COVER WARRANTY (01.05.05) (Applicable to Personal Clients)

- (a) Notwithstanding anything herein contained but subject to Clauses (b) and (c) hereof, it is hereby agreed and declared the total premium due must be paid and actually received in full by the Company (or the intermediary through whom this policy or bond was effected) on or before the inception date ("the inception date") of the coverage under the policy, bond, renewal certificate, cover note or endorsement.
- (b) In the event the total premium due is not paid and actually received in full by the company (or the intermediary through whom this policy or bond was effected) on or before the inception date referred to above, then the policy, bond, renewal certificate, cover note and endorsement shall not attach and no benefits whatsoever shall be payable to the company.

Any payment received thereafter shall be of no effect whatsoever as cover never attached on the policy, bond, renewal certificate, cover note and endorsement.

(c) In respect of insurance coverage with "free look" provision, the Insured may return the original policy document to the company or intermediary within the "free look" period if the insured decides to cancel the cover during the "free look" period. In such an event, the insured will receive a full refund of the premium paid to the company provided

9. CONDITION PRECEDENT

The validity of this policy is subject to the condition precedent that:

- (a) For the risks insured, the named Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
- (b) If the named Insured has declared that it has breached in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - The name Insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and
 - A copy of the written confirmation from the previous insurer to this effect is first provided by the named Insured to the Company before cover incepts.



10. POLICY OWNERS' PROTECTION SCHEME (Applicable to Personal Insurance Policies Only)

This policy is protected under the Policy Owners' Protection Scheme 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 covered under the scheme as well as the limits of coverage, where applicable, please contact Your QBE servicing agent/broker or visit the GIA/LIA or SDIC websites (www.gia.org.sg or www.lia.org.sg or www.sdic.org.sg).

PLEASE NOTE OUR LIABILITY UNDER THIS POLICY SHALL NOT EXCEED THE SUMS INSURED SPECIFIED IN THE SCHEDULE UNLESS OTHERWISE STATED. COVER APPLIES ONLY UNDER THOSE SECTIONS FOR WHICH DETAIL HAS BEEN COMPLETED IN THE SCHEDULE OF INSURANCE.

11. ABANDONING PROPERTY

You cannot abandon any property to Us unless We agree to accept it, or to a third party unless We agree, our consent not to be unreasonably withheld or delayed.

12. APPRAISALS

If You or We fail to agree on the amount of loss, You and We may agree on the selection of an independent appraiser in order to reach a mutual agreement. You and We will share the expenses incurred equally and every effort will be made to reach an agreement within a reasonable time. However, We do not waive Our rights under this Policy by agreeing to an appraisal.

13. ALTERATION OF RISK

You must promptly advise Us of any changes in the details of the information You have given Us, or if the nature of the occupation or other circumstances affecting Your Home Contents or Building are changed in such a way as to increase the risk of Loss or Damage or the likelihood of liability losses. If You do not do so, We may not be liable for any loss, damage or liability caused or contributed to by any such change or alteration.

14. CANCELLATION NOTICE

The insurance cover shall be non-cancellable, the premium being fully earned once the Policy is issued.

15. CARRIER AND BAILEES

We will not make any payments under this Policy to the benefit of any carrier or other bailee of damaged or lost property.

16. EXCESS

You must pay or contribute the amount of any Excess shown on the Schedule. Payment of the Excess may be requested when the claim is lodged, or may be deducted from Our payment.

Should more than one Excess be payable for any claim under the Policy arising from the one Event, such Excesses will not be aggregated and the highest single level of Excess only will apply.

17. GOVERNING LAW AND JURISDICTION

This policy shall be governed by and construed in accordance with the laws of the Republic of Singapore and any dispute arising out of relating to this policy shall be determined exclusively by the courts of Singapore.

18. MISAPPROPRIATION

We do not cover any loss caused by the stealing, theft, taking or other misappropriation by or under the direction of a person named in the Coverage Summary, that person's spouse, a Family Member, or a person who lives with You. This exclusion does not apply to the stealing, theft, taking or other misappropriation by Your domestic workers, guests or tenants, unless the misappropriation was at the direction or instruction of a person named in the Coverage Summary, that person's spouse, a Family Member, or a person who lives with You.

19. REWARD BENEFIT

We will pay up to \$5,000 in any one Policy Period for information leading to a conviction in connection with a Covered Loss under this Policy. The maximum amount We will pay in any Policy Period is \$5,000, regardless of the number of people providing information and the number of Covered Losses. This benefit is not payable to You or a Family Member.

20. SUBROGATION

In the event of any payment under this Policy, We will be subrogated to all Your rights of recovery against any person or organisation and You shall execute and deliver any appropriate instruments and papers and do whatever else is necessary to secure such rights. Any amount so recovered shall be applied in accordance with the provisions of s.67 of the Insurance Contracts Act 1984 (Cth).

21. PERSONAL DATA PROTECTION ACT

To process, administer and/or manage Your relationship, account and policy with QBE Insurance (Singapore) Pte Ltd (QBE), QBE will necessarily need to collect, use, disclose and/or process Your personal data or personal information about You. Such personal data includes (i) information set out in this [form] and any other personal information provided by You or possessed by QBE; and (ii) Your claims. Such personal data will be collected, used, disclosed and/or processed by QBE for the purpose(s) of:

- considering whether to provide You with the insurance You applied for;
- processing Your application for underwriting and insurance;
- administering and/or managing Your relationship account and/or policy with QBE;
- processing and/or dealing with any claims including the settlement of claims and any necessary investigations relating to the claims, under Your policy;
- carrying out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations or risk management procedures that may be required by law or that may have been put in place by QBE;



- carrying out Your instructions or responding to any enquiries by You;
- dealing in any matters relating to the services and/or products You are entitled to under this policy which You are applying for or have applied; (including the mailing of correspondence, statements, invoices, reports or notices to You, which could involve disclosure of certain personal data about You to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
- investigating fraud, misconduct, any unlawful action or omission, whether relating to Your application, Your claims or any other matter relating to Your policy, and whether or not there is any suspicion of the in administering and managing Your relationship with QBE.

(collectively the "Purposes")

We may/will also be collecting from sources other than Yourself, personal data about You, for one or more of the above Purposes, and thereafter using, disclosing and/or processing such personal data for one or more of the above Purposes.

Your personal data may/will be disclosed by QBE to its third party service providers or agents (including its lawyers/law firms), which may be sited outside of Singapore, for one or more of the above Purposes, as such third party service providers or agents, if engaged by QBE, would be processing Your personal data for QBE for one or more of the above Purposes.

By acceptance of the policy, You:

- consent to QBE collecting, using, disclosing and/or processing Your personal data for the Purposes as described above:
- consent to QBE collecting personal data about You from sources other than Yourself and using, disclosing and/or processing the same, for one or more of the Purposes as described above;
- consent to QBE disclosing Your personal data to its third party service providers, or agents (including its lawyers/ law firms), for the Purposes as described above; and
- consent to QBE transferring Your personal data out of Singapore to its third party service providers, or agents where such third party service providers or agents are sited (whether in Singapore or outside of Singapore), for the Purposes as described above.

If You have any comments or questions about our Data Protection policy, please refer to our website: www.qbe.com/sg. Alternatively, You may email us at info.sing@qbe.com.





QBE Insurance (Singapore) Pte Ltd Part of QBE Insurance Group Unique Entity No. 198401363C

1 Wallich Street, #35-01, Guoco Tower, Singapore 078881 Tel: (65) 6224 6633 www.qbe.com/sg