# **Purchase Guard conditions**

# **Your Policy**

This is **your** purchase protection **policy** and it contains details of benefits, conditions and exclusions relating to **your purchase**. The **policy** will form the basis on which **we** will settle all claims. It is only valid if **you** have paid the appropriate premium in full and **we** have issued **you** with a **certificate of insurance**.

Any statement, information or declaration **you** have given, including any declaration made over the phone, or by fax, email or the internet at the time of the application, will form the basis of the contract.

The **certificate of insurance** and any further **endorsements** are all part of the **policy**.

Please keep this document in case **you** need to refer to it

# Who is eligible?

This **policy** is only available to **you** if **you**:

- have purchased and collected your purchase from the seller listed in our partner's digital portal;
- · have fully paid your premium; and
- have bought the policy at the same time as your Purchase

# Things to remember

- You must reveal all facts you know or ought to know which may affect the insurance cover you are applying for. If not, your policy may not be valid
- We only cover product failure as set out below under Section 1 – Product failure.
- You must take reasonable precautions to protect your purchase and minimise claims under this policy.
- We do not cover claims from superficial defects that do not materially affect the function of the purchase.
- We do not cover claims resulting from existing defects.

## **Definitions**

**Certificate of insurance** means the document which proves that **you** have insurance cover, listing, among other things, details of **your** insured **purchases** and the **period of insurance** covered under this **policy**.

**Endorsement** means the document issued by **us** authorising any amendment or variation to the **policy** 

**Partner** means an organisation which **we** work with to offer **Purchase Guard** on their digital portal.

**Period of insurance** means the entire duration of **your policy** shown in the certificate of insurance.

**Policy** means this document, the **certificate of insurance**, any **endorsement we** have issued under this **policy**; and including any information provided or declaration made by **you**.

**Policyholder** means the person named and who has made a declaration and paid the premium as shown in the **certificate of insurance**.

**Purchase** means the items that are offered for sale on **our partner's** digital portal which **you** have paid for and is listed in the **certificate of insurance**.

**We**, **our**, **us**, and **Income** means NTUC Income Insurance Co-operative Limited.

You, your and yours means the policyholder as referred to in the certificate of insurance.

# What your policy covers

This **policy** will protect **you** financially when the **purchase** becomes materially defective and not functional during the **period of insurance**.

**Your** cover under this **policy** will depend on the conditions and maximum benefit limits as set out in the section below.

# Section 1 – Product failure

#### When we will pay

A If your purchase becomes materially defective and fails to function due to unforeseen electrical or mechanical defects.

**You** must first seek redress from the seller through **our partner**.

**We** will reduce **your** claim by the value of any compensation given by the seller.

We will only pay your claim after you have provided us with written or documentary proof that your claim has been denied, rejected or partially paid by the seller.

#### What we pay

- **1 We** will decide whether to replace, repair or pay a cash equivalent for your defective **purchase**.
- **2** For repairs, **we** will pay for the labour costs and replacement parts.
- 3 The most we will pay is the original amount paid for the purchase and including any government taxes, as shown in the certificate of insurance.

#### What we do not pay

Besides the general exclusions listed in part 2 of the general conditions, **we** will also not pay for the following, or for loss or liability directly or indirectly caused by the following.

- 1 Claims for wear and tear (this includes scratches, discolouration, stains, tears, or dents to the surface of the purchase which does not affect how it works), claims arising from atmospheric or climatic conditions, gradual deterioration, pests and insects or damage caused during the repair process.
- 2 Claims from defects which do not affect how the purchase works and functions.
- 3 Claims for any accessories, addons or free gifts that come with or form part of the purchase.
- **4** Any claim resulting from **your** deliberate act, failure to act, negligence or carelessness.
- 5 Any claim resulting from existing defects of the purchase.
- **6** Compensation for any discounts, coupons, vouchers, rebates or redemptions that you used to pay for the **purchase** in part or in full.
- **7** Shipping costs or any related delivery or installation charges incurred in connection with the **purchase**.
- **8** Transport or delivery charges incurred in connection with sending the **purchase** for repair.

# General conditions which apply to the whole policy

#### 1 Cover

This **policy** covers **you** only for one claim during the **period of insurance**.

#### 2 General exclusions

This **policy** does not cover claims for loss or liability directly or indirectly caused by or arising from the following.

- **a** Use of **purchase** for business or commercial purposes.
- b Use of purchase against manufacturer's or seller's advice, including but not limited to improper installation, improper usage or wrong electrical supply/voltage or failure to operate the purchase in accordance with the instructions provided.
- c Purchases where warranty seals are missing, broken or tampered with.
- **d** Claims resulting from **your** remorse or change of mind.
- **e** Claims arising from computer viruses or other malicious programs.
- f Claims involving loss of information or data.
- **g** Claims resulting from power outages, surges and radiation, including but not limited to magnetic radiation.
- **h** Claims where the defect cannot be proven.
- i Claims arising from the accessories, parts or components of **your purchase**.

If **we** refuse to pay a claim as a result of any of the exclusions listed above and **you** disagree with **our** decision, **you** are responsible for proving that **we** are legally responsible for the claim. If any part of any exclusion is found to be invalid or **we** cannot enforce it, it will not affect the rest of the exclusions.

### 3 Payment before cover warranty

We (or our partner) must receive the full premium due on or before the start date of the

insurance. If **we** or **our partner** do not receive the premium in full on or before the start date of the insurance, the **policy** will not be valid and **we** will not pay any benefits.

### 4 Paying benefits

**We** will pay the benefits listed in this **policy** only if **you**:

- a have met general condition 3; and
- **b** have given **us** satisfactory proof of the claim.

When **we** pay the benefits as described above, **we** will have no further legal responsibility to **you** under this **policy** for the claim.

#### 5 Fraud

**You** must not act in a fraudulent way. **We** will take the action shown below if **you**, or anyone acting for **you**:

- a make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any way;
- **b** make a statement to support a claim knowing the statement to be false in any way:
- send us a document to support a claim knowing the document to be forged or false in any way; or
- d make a claim for any loss or damage caused by your deliberate act or with your knowledge.

We may do the following.

- **a** We will not pay the claim.
- **b We** will not pay any other claim which has been or will be made under the **policy**.
- **c We** may declare the **policy** invalid.
- **d** We can recover from you the amount of any claim we have already paid under the policy.
- **e** We will not refund the premium.
- f We may not allow you to buy other policies from us.
- **g** We may report you to the police.

#### 6 Reasonable Care

**You** must take all reasonable precautions to avoid malfunction of **your purchase** and take all practical steps to protect **your purchase** from loss and damage.

#### 7 Other insurance or cover

If at the time of any incident which results in a claim under this **policy you** have any other manufacturer's warranty or insurance covering the same loss, damage, expense or liability, **you** will claim from such other sources first.

# 8 Taking over your rights

**We** can take over any rights to defend or settle any claim and to take proceedings in **your** name to enforce **your** or **our** rights against any other person.

#### 9 Claims Conditions

- a You must tell us as soon as possible, and in any case within 30 days, about any event which may give rise to a claim under this policy.
- b You must keep any purchase which is damaged, and if we ask, you must send it to us. (You will also need to pay any costs involved in doing this.) If we pay a claim for the purchase and it is then recovered or it has a salvage value, it will become our property.
- c We pay all claims in Singapore dollars. If you suffer a loss which is in a foreign currency, we will convert the amount into Singapore dollars at the exchange rate which we will decide on the date of the loss.
- **d** You must first seek redress from the seller or manufacturer of the purchase.
- e You must provide us with written or documentary proof that your claim has been denied, rejected or partially paid by the seller.

# 10 What you need to provide when you send us your claim

You must supply all information, reports, original invoices and receipts, proof of ownership, evidence, documents (such as a translation of a foreign-language document into English), we may need before we assess your claim. We may refuse to reimburse you for any expense which you cannot provide original receipts or invoices for

## 11 Cancellations and refunds

We can cancel the **policy** by providing seven days' notice by post to the **policyholder's** last-known address. We will consider that the **policyholder** has received this cancellation notice on the same day if we deliver the notice by hand, fax or email.

We will not give any refund of premium if the **policy** is cancelled.

## 12 Ending the insurance

We will end your policy immediately when we have made the final payment for any loss or when your period of insurance ends (whichever is earlier).

# 13 Excluding third party rights

A person or company who is not covered by this **policy** has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce this **policy**.

# 14 Currency and interest

All dollar amounts shown in the **policy** and **certificate of insurance** are shown in Singapore dollars (S\$). **We** will not pay interest under this **policy**.

## 15 Dealing with disputes

Any dispute or matter arising under, out of or in connection with **your policy** must be referred to the Financial Industry Disputes Resolution Centre Ltd (FIDREC) to be dealt with. (This applies if it is a dispute that can be brought before FIDREC.) If the dispute cannot be referred to or dealt with by FIDREC, the dispute must be referred to and decided using arbitration in Singapore in line with the Arbitration Rules of the Singapore International Arbitration Centre which apply at that point of time. **We** will not be legally responsible under **your policy** unless **you** have first received an award under arbitration.

## 16 Governing law

Singapore law will apply to this policy.

#### Feedback procedure

The information below is not legally binding and is just for your information.

#### **Customer Service**

**You** may contact our customer service officers to enquire about this **policy** or any claim procedure. For contact details, please refer to:

www.income.com.sg/contact-us

#### Making yourself heard

**We** are committed to providing **you** with an exceptional level of service and customer care.

**We** realise that things can go wrong and there may be times when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

Please send **your** feedback to: sq@income.com.sg

# Our promise to you

## We will:

- acknowledge your complaint promptly;
- investigate quickly and thoroughly;
- keep you informed of our progress; and
- do everything possible to deal with your complaint