



## Applicable to all Business Electricity Plans Except 'Freedom (No Lock-in) - BIZ' Plan

### COMPLIMENTARY PERSONAL ACCIDENT INSURANCE POLICY ISSUED BY AIA SINGAPORE PRIVATE LIMITED TERMS AND CONDITIONS

**Date: 15 April 2019 ("Effective Date")**

By subscribing to this "Add On" Service offered by Diamond Energy Merchants Pte Ltd ("Diamond Electric") (this "Promotion") all customers accept the following terms and conditions:

#### **1. Definitions**

- (a) "Customer" means any person who signs up for a Business Electricity Plan with Diamond Electric.
- (b) "Customer Personal Data" means Personal Data which any customer or prospective customer discloses to Diamond Electric, or which Diamond Electric processes on behalf of any customer or prospective customer, pursuant to this Agreement.
- (c) "Diamond Electric Representatives" means the employees, officers, agents, and other such authorised representatives of Diamond Electric.
- (d) "Offer" means the offer of the Service following the sign up of Diamond Electric's electricity plan(s).
- (e) "Personal Data" means data, whether true or not, about an individual who can be identified (a) from that data alone, or (b) from that data and other information which Diamond Electric has or is likely to have.
- (f) "Business Electricity Plans" means any business electricity supply plan offered by Diamond Electric with a contract duration minimum of twelve (12) months.
- (g) "Service" means a complimentary Personal Accident Insurance Policy (comprising AIA Star Lite plan and/or AIA Solitaire Lite plan) with coverage of up to twelve (12) months (consisting of two (2) policies of a term of six (6) months each, the terms to run consecutively), issued by AIA Singapore Private Limited ("AIA Singapore"), which include the following benefits:
  - 24 Hour worldwide personal accident cover; and
  - Cover for outpatient and inpatient medical expenses arising from treatment for an injury due to accident.

#### **2. Complimentary Promotion**

This Promotion is offered in good faith and is complimentary. Diamond Electric takes no responsibility for "AIA Singapore's Obligations" performance of the Service and any loss or damage suffered by the Customer as a consequence thereof.

#### **3. Offer**

The Offer for the Service is made by AIA Singapore or its authorised representatives. An individual designated by the company is entitled to twelve (12) months' worth of personal accident coverage which comprises two (2) individual policies, each for a term of six (6) months, which run consecutively. Each company may designate one person to be insured



under each policy and the insured person of the second policy may be a different individual designated by the same company.

**4. Validity of Promotion**

The Offer must be redeemed within six (6) months of signing up to any Business Electricity Plan with Diamond Electric.

**5. Eligibility and Selection**

- (a) Only commercial premises located in Singapore are eligible for this Promotion.
- (b) Diamond Electric reserves the right to refuse this "Add On" Service to any Customer and AIA Singapore is not responsible or liable for Diamond Electric's exercise of its discretion and rights under these terms and conditions.

**6. Promotion**

- (a) This Promotion is not redeemable for cash or any other products or services unless stated otherwise by Diamond Electric, and it cannot be transferred or exchanged.
- (b) This Promotion is not valid with any other "Add On" promotions offered by Diamond Electric.
- (c) Diamond Electric reserves the right to amend the terms and conditions of, or suspend or terminate, this Promotion at any time without prior notice.
- (d) For redemption, the Customer, after providing the required consents to Diamond Electric, will be contacted directly by an authorised representative of AIA Singapore to organise the date/time of service and provide the necessary additional information and documentation as may be required.
- (e) This promotion is limited to one (1) per account held by the company only.

**7. Personal Data**

- (a) Diamond Electric shall not, and shall take all steps to ensure that each Diamond Electric Representative shall not, transfer Customer Personal Data to a place outside Singapore without the Customer's prior written consent.
- (b) Diamond Electric shall protect Customer Personal Data in Diamond Electric's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural, and information & communications technology measures) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Customer Personal Data, or other similar risks.
- (c) Diamond Electric shall only permit authorised personnel to access Customer Personal Data on a need-to-know basis.
- (d) Where Diamond Electric provides Customer Personal Data to AIA Singapore or its authorised representatives, Diamond Electric shall make reasonable efforts to ensure that the Customer Personal Data is accurate and complete before providing the same to AIA Singapore or its authorised representatives. Diamond Electric shall put in place adequate measures to ensure that the Customer Personal Data in its possession or control remains, or is otherwise accurate and complete. In any case, Diamond Electric shall take steps to correct any errors in the Customer Personal Data, as soon as practicable.
- (e) Diamond Electric shall not retain Customer Personal Data (or any documents or records containing Customer Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of this Agreement.



**8. Indemnity**

Each Customer releases and indemnifies Diamond Electric and its officers, shareholders, employees, agents, directors, affiliates, assigns, suppliers, licensors, promoters, and agencies (“Representatives”) connected with this Promotion against all liability, cost, loss or expense arising out of acceptance of the Service or participation in this Promotion including (but not limited to) damage to property and whether direct, consequential, or reasonably foreseeable due to a negligent act or omission. IN NO EVENT WILL DIAMOND ELECTRIC OR ITS REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE.

**9. Governing law**

This Agreement is governed by the laws of Singapore.