

CONTRACTORS' ALL RISKS INSURANCE POLICY

WHEREAS the Insured by a Proposal and Declaration which shall be the basis of this Policy and be deemed to be incorporated herein has applied to the Insurers for the insurance hereinafter contained

NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay on the due dates the Premium stated in the Schedule to the Insurers

THE INSURERS HEREBY AGREE subject to the terms, exceptions, limits and conditions contained herein or endorsed that if during the Period of Insurance or during any further period in respect of which the Insured shall have paid or agreed to pay on the due dates and the Insurers shall have accepted the Premium required any part of the property insured shall be lost, destroyed or damaged as referred to in Section I hereof or the Insured shall incur legal liability as referred to in Section II hereof the Insurers will indemnify the Insured as provided hereinafter.

GENERAL EXCEPTIONS

1. This insurance does not cover any loss, destruction, damage or liability directly or indirectly occasioned by or through or in consequence of
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war
 - (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power
 - (c) the 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
 - (d)
 - (i) permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority
 - (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Insurers are not relieved of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of Exceptions (a), (b) and (c) above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

2. This insurance does not cover
 - (a) any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

3. The indemnity provided by this Policy shall not apply to or include any accident, loss, destruction, damage or legal liability or indirectly caused by or contributed to by or arising from nuclear weapons material.

THE CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear. The expression "Conditions of the Contract" shall mean the conditions stipulated by the Principal and agreed by the Insured Contractor(s) in connection with the Contract.
2. The Insured shall take all reasonable precautions in the selection of labour and for the safety of the property insured and shall at all times maintain in efficient condition all plant, machinery and equipment used in connection with the Contract. The Insured shall also take and cause to be taken all reasonable precautions to prevent accidents and shall ensure that all plant, machinery and equipment requiring inspection under any statute or order shall be so inspected.
3. The Insurers' representatives shall have access to the Contract Works at all reasonable times and have the right to examine any plant, machinery and equipment used in connection with the Contract Works.
4. The Insured shall
 - (a) immediately upon having knowledge of any event giving rise or likely to give rise to a claim under the Policy, give notice in writing thereof to the Insurers and at his own expense as soon as practicable supply such particulars as may reasonably be required by the Insurers
 - (b) send to the Insurers immediately on receipt any writ, summons or other proceedings which may be commenced against the Insured
 - (c) give to the Insurers all information and assistance to enable them to settle or resist any claim or institute proceedings

In no case shall the Insurers be liable for any loss, destruction or damage not notified to them within three calendar months or any reasonable period after the event giving rise to a claim.

In the case of property lost, stolen or willfully damaged the Insured shall immediately notify the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering lost or stolen property.

The Insured shall not repudiate liability, negotiate or make any admission, offer, promise or payment in connection with any accident or claim without the written consent of the Insurers.

5. The Insurers shall be entitled if they so desire to take over and conduct in the name of the Insured the defence of any claim by a third party or to prosecute in the name of the Insured at their own expense and for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.



6. In the case of liability to third parties the Insurers may so far as any accident is concerned pay to the Insured the Limit of Indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Insurers shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation under Section II of this Policy incurred prior to the date of the payment of such Limit of Indemnity or such lesser sum.
7. On the happening of any damage to the property insured the Insurers may take or keep possession of such property and examine, sort, arrange, remove or otherwise deal with it or they may sell or dispose of the property for the account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Insurers at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn and the Insurers shall not, by any act done in the exercise or purported exercise of their powers hereunder, incur any liability to the Insured or diminish their right to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Insurers or shall hinder or obstruct the Insurers in the exercise of their powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.

8. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing rights and remedies or for obtaining relief of indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any loss or damage or claim under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Insurers.
9. If a claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof the claim shall not be recoverable hereunder.
10. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or, in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Insurers. If the Insurers shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Insurers to make any payment under this Policy.



DEFINITIONS**1. Permanent Works**

Permanent Works shall include without limitation all permanent structures or work intended to perform a continuing function after completion and any other work contractually required to be executed and maintained in accordance with the relevant contract(s).

2. Temporary Works

Temporary Works shall mean all structures and their materials which are not intended to form part of the Permanent Works but which are intended to provide working access to the Contract site or to the Permanent Works or which are intended to provide temporary support to the Permanent Works under construction or are temporarily incorporated therein, but shall not mean:-

- (a) Structures or their materials intended for re-use after completion of the Permanent Works unless their full value has been included in the Contract Value and declared in the Policy Schedule;
- (b) Tools and equipment intended for re-use after completion of the Permanent Works unless their full value has been included in the Contract Value and declared in the Policy Schedule.

3. Contract

Contract shall mean any works/services/goods/operation/maintenance parcel, including Term Contracts, awarded by PUB to a contractor with a distinct contract number and which has a scope of works/services that falls within the definition of Insured Contract.

4. Contract Works

Contract Works shall mean all Permanent & Temporary Works & materials belonging to the Insured or for which they are or hold themselves responsible brought onto the Contract site for the purpose of the said Contract.

5. Contract Period

Contract Period shall be from commencement of Contract Works on Contract site to completion and hand over to the Principal. In the case of Term Contracts, please refer to the Term Contract definition below.

6. Defects Liability Period

Defects Liability Period shall mean the period(s) as defined in the various Contracts.

7. Term Contract

Term contracts are contracts awarded to contractors on the basis of pre-agreed scope of works and pre-agreed rates for each type of work. Term contracts can have a contract period of up to a maximum of 36 months during which PUB is entitled to issue individual Works Orders or Purchase Orders to activate the contractor to carry out the pre-agreed scope of works at specific locations. The period required to carry out and complete the scope of each Works Order or Purchase Order varies and can be up to a maximum of 12 months after the end of the term followed by up to 12 months Defects Liability Period. Therefore, the maximum period of insurance for any term contract will be 48 months (being 36 months of the term plus 12 months to complete any Works Order or Purchase Order) plus 12 months Defects Liability Period after each Works Order or Purchase Order has been issued.

8. **Category 1 – Below Ground Civil Engineering Works excluding Pipe Jacking/ Microtunnelling**
9. **Category 2 – Below Ground Civil Engineering Works involving Pipe Jacking/ Microtunnelling**

Below Ground Civil Engineering Works for Category 1 and 2 above includes but not limited to:-

- Sewerage works
- Pipe laying works including installation of underground cables
- Canals and drainage systems including surface drainage works
- Culverts
- Retaining Walls
- Underground structures
- Cutting and filling of embankment
- Excavation of deep trenches
- River banks
- Soil Stabilization works includes micro piling, ground anchoring, sand drain and ground grouting
- Piling works
- Term Contracts

Inclusive of:

- Incidental wet works

Exclusions to Category 1:

- Submarine cables and pipelines

10. **Category 3 – Wet Civil Engineering Works**

- Active, Beautiful and Clean (ABC) Waters Programme involves the transformation of drains, canals and reservoirs into beautiful, vibrant and flowing streams, rivers and lakes
- Canal and drainage systems including surface drainage works
- Term Contracts

11. **Category 4 – Above Ground Construction, Rehabilitation of Sewerage System, Mechanical and Electrical, Instrumentation, Control and Automation works**

A) Above Ground Construction

Including but not limited to:

- Corrosion protection work on metal surfaces and structures. Includes processes such as cathodic, anodic and electrolytic protection

- Erection of perimeter fences and gates
- Repainting and minor non-structural repair of buildings and existing structure
- Pavements, open car parks, road reinstatement, other surface and related works such as kerbs and footways
- Buildings not exceeding one basement (including steel tank)
- Active, Beautiful and Clean (ABC) Waters Programme involves the transformation of drains, canals and reservoirs into beautiful, vibrant and flowing streams, rivers and lakes
- Term Contracts

Inclusive of:

- Incidental wet works

B) Rehabilitation of Sewerage System

Including but not limited to:

- Rehabilitation by trenchless method
- Replace pipe by open trench excavation where pipe relining process could not be executed
- Term Contracts

C) Mechanical and Electrical, Instrumentation, Control and Automation Works

Supply, installation, testing, commissioning, maintenance, replacement and repair of the following works (but not limited to):

- Building Automation, Industrial and Process Control Systems:
Microprocessor or computer based building control systems (e.g. integrated environmental control, fire and security computer control system), industrial process control systems
- Electrical Works:
Electrical based systems such as switchgears, transformers and large generators including electrical installations in buildings.
- Fire Prevention and Protection Systems:
Fire alarm, prevention and protection systems.
- Mechanical Works:
Mechanical plant, machinery and systems.
- Plumbing and Sanitary Works:
Water and gas pipes, sanitary works and plumbing fixtures.
- Air-conditioning, Refrigeration and Ventilation Works:
Air-conditioning, refrigeration, cold rooms, and ventilation systems
- Street Lighting Works
Poles for street lighting.
- Term Contracts



12. Category 5 – Supply of Materials, Labour, Services, Operation and Maintenance Contracts

Including but not limited to –

- Supply of all forms of chemicals including pollution dispersal chemicals, hardening compounds, adhesives solvents and paints
- Supply of electrical and electronic products and materials such as batteries, electrical cables and wires, lightings, and includes control and measuring instruments
- Supply of gases
- Supply of mechanical equipment, plant and machinery including generators, air compressors, pumps, boilers, cement mixers and turbines.
- Supply of mechanical materials, products and components including ferrous and non-ferrous castings, machine tools, rollers, conveyor belts, valves and spare parts for mechanical equipment
- Supply of all petroleum products and by-products including lubricants, bunker oil, diesel, gasoline and greases
- Supply of all forms of pipes made of ductile iron/ steel, concrete, PVC or their combination
- Supply of sanitary fittings including washing basins, bidets, toilet bowls and bathtubs
- Computer hardware and software products, software development and maintenance of system, equipment and computers
- Soil investigation
- Surveying
- Cleaning and housekeeping services for buildings, compounds, industrial and commercial complexes, desilting and cleansing of drains
- Security guard
- Operation and maintenance of facility, plant and equipment
- Events management services
- Term Contracts

13. Principal's Existing Property, shall mean property belonging to or under the charge of the PUB, and/or are under the care, custody and control of the Contractor(s) and shall entail the following but not limited to:

- Civil structures
- Buildings
- Mechanical &/or Electrical &/or Electronics &/or Computer equipment, system or installation



SECTION I - INSURANCE OF CONTRACT WORKS

The Insurers will by payment or, at their option, by repair or reinstatement indemnify the Insured in respect of loss or destruction of or damage to the property insured arising from any cause (other than as provided in the General Exceptions or in the Exceptions to this Section contained hereinafter) within Territorial Limits.

The liability of the Insurers under this Section of the Policy shall not exceed during the currency of the Policy in respect of each Item of the Schedule the sum insured thereon or in all the Total Sum Insured except to the extent that such sum insured may be reinstated as provided thereafter.

Upon the occurrence of any loss or destruction of or damage to the property insured the sum insured in respect of the Item or Items concerned shall immediately stand reduced by the amount paid or payable under the Policy in respect of such loss, destruction or damage unless such sum insured be reinstated by the payment to the Insurers of an additional premium calculated on a pro rata basis from the date of the occurrence to the expiry of the period of insurance of the Contract.

The Insurer's liability shall cease

- (a) in respect of any part of the Contract Works taken over or put into use by the Principal prior to the end of the Contract Period, at the date of being so taken over or into use and;
- (b) in respect of any remaining part of the Contract Works, at the end of the Contract Period or in the case of Term Contracts, upon completion of the last Works Order or Purchase Order.

EXCEPTIONS TO SECTION I

The indemnity expressed in this Section shall not apply to or include

1. loss or destruction of or damage to any locomotive, waterborne vessel or craft, aircraft or any mechanically propelled vehicle other than vehicles used at the Contract site and forming part of the property insured
2. loss or destruction of or damage to cash, bank notes, treasury notes, cheques, postal orders, money orders, stamps, securities, deeds, bonds, bills of exchange or promissory notes
3. loss or destruction of or damage to any construction plant, machinery or equipment
4. loss, destruction or damage (other than by fire or explosion) due to
 - (a) wear and tear, rust, mildew or deterioration
 - (b) insects, larvae or vermin of any kind
 - (c) acts of the Insured (not of his employees) which are contrary to the recognized rules of engineering or to any legislation or regulations issued by an authority
5. loss, destruction or damage solely due to total or partial unscheduled cessation of work against which the Insured shall have failed to take reasonable precautions to protect the property insured and to avoid or diminish the amount of such loss, destruction or damage.
6. the cost of
 - (a) replacement, repair or rectification of loss of or damage to items due to defective material and/or workmanship and/or faulty design, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship and/or faulty design
 - (b) normal upkeep or normal making good
7. damage to tyres unless vehicle or plant is damaged at the same time
8. loss of any property by disappearance or by shortage where such loss is revealed only by the making of an inventory or a periodic stock taking
9. loss occasioned by or through or in consequence of the destruction of or damage to the property insured by order of any lawfully constituted authority
10. consequential loss of any kind or description whatsoever, including penalties, fines, loss of contracts and loss arising from delay in completing or negotiating contracts
11. loss of or damage or non-recovery of drilling accessories below ground such as but not limited to bits, drills, chisels, casing or other like terms
12. The amount(s) stated in the Deductible Clause(s) in the Schedule

SECTION II - LIABILITY TO THIRD PARTIES

The Insurers will indemnify the Insured against

- (a) all sums which the Insured shall become legally liable to pay for compensation in respect of
 - (i) accidental death, accidental bodily injury (including illness or disease) of any person
 - (ii) accidental loss of destruction or damage to property

occurring within the Territorial Limits and arising out of the performance of the Contract and during the Period of Insurance.

- (b) in addition to the Limit of Indemnity, all costs and expenses of litigation
 - (i) recovered by any claimant against the Insured
 - (ii) incurred with the written consent of the Insurers in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

LIMIT OF INDEMNITY

The total liability of the Insurers under this section of the Policy for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity for any one accident.



EXCEPTIONS TO SECTION II

The indemnity expressed in this Section shall not apply to or include

1. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement
2. liability in respect of
 - (a) injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured
 - (b) any sums payable by the Insured under legislation relating to occupational injury or illness
3. liability in respect of loss of or damage to property belonging to or held in the control of the Insured.
4. liability in respect of injury, illness, loss or damage caused by or in connection with or arising from
 - (a) the use of any mechanically propelled vehicle which when the accident giving rise to the liability occurred was required to be insured by any provisions of any legislation relating to the compulsory insurance of motor vehicles or the use thereof
 - (b) the ownership or possession or use by or on behalf of the Insured of any locomotive, aircraft or waterborne vessel or craft
5. liability arising out of technical or professional advice given by the Insured or any person acting on behalf of the Insured
6. the amount(s) stated in the Deductible Clause(s) in the Schedule
7. Any judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore nor to orders obtained in the said Court for the enforcement of judgements made outside the Republic of Singapore, Malaysia or Negara Brunei Darussalam whether by way of reciprocal agreements or otherwise.

CLAUSES APPLICABLE TO SECTION I

1. BASIS OF INDEMNITY

In the event of loss or damage as insured under Section I, the basis of indemnity shall be as follows:

- (a) in respect of damage which can be repaired, the cost of repairs necessary to restore the insured property to its condition immediately before the occurrence of the loss or damage, less the value of any salvage; or
- (b) in respect of total loss or destruction, the cost of reconstruction or replacement of the insured property by property substantially the same as, but not better or more extensive than that lost or destroyed, less the value of any salvage.

If the anticipated cost of repairs equals or exceeds the cost of reconstruction or replacement, the indemnity shall be as described in (b) above. The cost of any temporary repairs will be borne by the Insurer, provided such repairs do not increase the total repair costs that would otherwise have been incurred.

The cost of any alterations, additions or improvements shall not be recoverable under the Policy.

In respect of any indemnifiable loss or damage, the Insurer agrees to make reasonable payments on account.

2. OFFSITE FABRICATION, STORAGE AND INLAND TRANSIT CLAUSE

It is hereby declared and agreed that the indemnity under Section I of this Policy shall include loss of or damage to the property insured whilst:

- (a) it is temporarily stored or fabricated,
- (b) during transit (including loading and unloading) other than by sea or air,

anywhere in Singapore in connection with the Insured Contract, subject to the Limit of SGD2,000,000 any one occurrence.

3. PLANS AND DOCUMENTS

This Policy hereby is extended to indemnify the Insured against the necessarily incurred costs of re-writing, re-drawing or reproducing of plans and drawings or other contract documents or records lost or damaged as a result of a peril insured hereunder wherever or whenever such loss or damage shall occur within the Territorial Limits.

Such indemnification shall however be limited to SGD50,000 any one occurrence

4. ESCALATION CLAUSE

If during the Period of Insurance the actual Contract price shall be in excess of the estimated Contract price then the Sum Insured on Item 1 shall be increased by the amount of such excess but not exceeding in all 15% of the Sum Insured for the affected Contract..

5. PAYMENT ON ACCOUNT CLAUSE

It is hereby declared and agreed that payments on account will be made to the Insured following a loss, if desired, on production of a statement of a claim certified by the assessor appointed by the Insurers.

6. TIME ADJUSTMENT

It is hereby declared and agreed that any loss of or damage to the insured property arising during any one period of 72 consecutive hours caused by storm, tempest, flood or earthquake and volcano eruption shall be deemed as a single event and therefore to constitute one occurrence or accident with regards to the Deductibles herein.

For the purpose of the foregoing, the commencement of any such 72 hours period shall be decided at the discretion of the Insured, it being understood and agreed, however, that there shall be no overlapping in any two or more such 72 hours period in the extent of damage occurring over a more extended period of time.

7. CLAIM PREPARATION COSTS (LIMIT: SGD50,000 any one occurrence)

It is hereby understood and agreed that the indemnity under Section I of this Policy shall be extended to include reasonable costs and expenses incurred by the Insured with the Insurer(s) consent in the preparation of claims for the damage for which indemnity is provided by this Section.

8. LOSS PAYEE

Loss if any payable under this Policy shall be paid to the Principal as their interest may appear whose receipt will be a valid discharge.

9. PUBLIC AUTHORITIES

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-laws of any Municipal or Local Authority provided that: -

- (i) The amount recoverable under this extension shall not include: -
 - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws: -
 - (1) in respect of destruction or damage occurring prior to the granting of this extension
 - (2) in respect of destruction or damage not insured by the Policy
 - (3) under which notice has been served upon the Insured prior to the happening of the destruction or damage
 - (4) in respect of undamaged property or undamaged portions of property
 - (b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen



- (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws
- (ii) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under this extension not being thereby increased
- (iii) If the liability of the Insurers under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion
- (iv) The total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby
- (v) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein

10. REMOVAL OF DEBRIS CLAUSE

The insurance by this Policy extends to include costs and expenses necessarily incurred with the consent of the Insurers in: -

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping
- (d) effecting temporary repairs
- (e) dewatering

of the proportion or portions of the property insured by this Policy (including the Insured's legal liability for the cost of removal of debris, dismantling, demolishing, or repairing adjoining premises on the site) destroyed or damaged from any cause (other than as provided in the General Exceptions or in the Exceptions to this Section contained hereinafter).

Provided that the liability of the Insurers under this Clause shall in no case exceed 5% of the contract value of the involved Contract unless otherwise stated in the Schedule, nor, in all, the total policy Sum Insured specified in the Schedule.



11. COVER FOR LOSS OR DAMAGE DUE TO STRIKE RIOT & CIVIL COMMOTION

This Policy shall be extended to cover loss or damage due to riot, strike and civil commotion which for the purpose of this Clause shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by

- (a) the act of any person taking part together with others in any disturbances of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Conditions hereof,
- (b) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
- (c) the willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out,
- (d) the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

Provided that it is hereby further expressly agreed and declared that

- (a) all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save insofar as the same are expressly varied by the following Special Conditions and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,
- (b) the following Special Conditions shall apply only to the insurance granted by this extension and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Clause had not been made thereon.

SPECIAL CONDITIONS

1. This insurance does not cover

- (a) loss or damage resulting from total or partial cessation of work or retarding or interruption or cessation of any process or operation,
- (b) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
- (c) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

Provided nevertheless that the Insurers are not relieved under item (b) or (c) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

2. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any, of the following occurrences, namely

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
- (b) mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
- (c) any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism of violence.

In any action, suit or other proceeding, where the Insurers allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

12. COVER FOR EXTRA CHARGES FOR OVERTIME NIGHT WORK ON PUBLIC HOLIDAYS

This insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight)

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

Limit of indemnity any one occurrence: SGD2,000,000

13. COVER FOR EXTRA CHARGES FOR AIRFREIGHT

The Policy shall be extended to cover extra charges for airfreight.

Provided always that such extra charges shall be incurred in connection with any loss of damage to the insured Items recoverable under the Policy.

Provided further that the maximum amount payable under this Clause in respect of airfreight shall not exceed the amount stated during the Period of Insurance.

Limit of indemnity any one occurrence: SGD2,000,000

14. COVER FOR INSURED CONTRACT WORKS TAKEN OVER OR PUT INTO SERVICE

The Policy shall be extended to cover loss of or damage to parts of the Contract Works taken over or put into service if such loss or damage emanates from the construction of the Items insured under Section I and happens during the Period of Insurance.

15. ARCHITECTS' SURVEYORS' & CONSULTING ENGINEERS' FEES

The insurance extends to include Architects', Consulting Engineers', Surveyors', legal and other fees and costs for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon destruction or damage caused by any of the insured perils, to any of the buildings, machinery or plant insured under this Policy but not such fees for preparing any claim under this Policy.

Provided that the liability of the Insurers under this Clause shall in no case exceed 10% of the Sum Insured in respect of the item involved unless otherwise stated in the Schedule, nor, in all, the total policy Sum Insured specified in the Schedule.

16. REINSTATEMENT OF LOSS CLAUSE

Notwithstanding the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, in the event of any loss covered by this Policy and in the absence of written notice by the Insurers on the Insured to the contrary, the amount of insurance cover reduced by such loss will be automatically reinstated as from the date of the loss provided the Insured pays the appropriate additional premium computed from the date of the loss to the expiry of the Period of Insurance for the affected Contract.



17. MARINE CARGO INSURANCE (50/50)

Upon their arrival at the Contract site, goods are to be inspected by the Insured for possible damage incurred during transit. In the case of packed goods which are to be left in their packing until a later date, the packing is to be visually inspected for signs of possible damage. If any sign of damage to the packing is discovered any damage to the goods therein shall be ascribed to the Marine cover.

Where the packing of goods manifests no sign of damage at arrival, any damage to the goods which subsequently becomes manifest upon their unpacking within the period allowed will be ascribed to the Marine cover or this Policy according to whether it clearly was caused before or after arrival of the goods at the Contract site. Where it is not possible to establish whether the damage was caused before or after arrival of the goods at the Contract site, it is agreed that the Insurers shall contribute 50% of the properly adjusted claim, such contribution to be without prejudice to subsequent final apportionment of the claim as may be agreed between the Insurers and the Marine Insurer in the light of the terms and conditions of the respective policies.

It is further agreed that in the event of the amount stated the Deductible Clause under this Policy being different from the Deductible under the Marine Insurance Policy, in settling claims as described above, the Insurers shall deduct 50% of its appropriate Deductible from its 50% share of the adjusted claim.

18. EMPLOYEES' PERSONAL EFFECTS AND TOOLS

This Section extends to include loss or destruction of or damage to personal effects and tools of the Insured's employees.

The liability of Insurer(s) shall not exceed SGD2,000 (after application of the amount specified in (a) below) in respect of any one employee.

Insurer(s) shall not be liable for: -

- (a) the first SGD100.00 of all costs and for each occurrence
- (b) loss or damage which occurs other than at the site of an affected Contract or working area or in transit thereto or therefrom
- (c) motor vehicles, precious metals, precious stones or articles made therefrom or money

19. LOSS OF FILL

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon this insurance shall not indemnify the Insured for the loss of fill from any cause whatsoever.

20. NORMAL ACTIONS OF THE SEA

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurer shall not indemnify the Insured for dredging, redredging or other loss or damage directly or indirectly caused to the contract works or Insured's property due to normal actions of sea or normal tidal actions which shall be deemed to mean the state of the sea or tidal water which must statistically be expected to occur once during: -

- (a) 10 years observation period
- (b) state of the sea or normal tidal actions accompanied by wind speed not exceeding factor 8 on the Beaufort Scale



CLAUSES APPLICABLE TO SECTION II

1. ADDITIONAL INDEMNITIES CLAUSE

In the event of a claim being made upon any of the Insured's directors, partners, officers or employees in their capacity or circumstances which could constitute the basis of a claim upon any of the Insured within the terms of this Section, the indemnity provided hereunder shall be extended to such person(s).

Insurers shall in like manner also indemnify the officers, committees and members of the Insured's canteen, social, sports and welfare organisations and first aid, fire, medical, surgical, ambulance services and any other facilities provided by the Insured.

Provided nevertheless that nothing in this Clause shall be deemed to increase the Limit of Indemnity in respect of any one occurrence or series of occurrences as stated in the Schedule.

2. UNDERGROUND SERVICES

The Insurer shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables pipes or other underground facilities.

3. COVER FOR CROSS LIABILITY

Each of the parties comprising the Insured shall for the purpose of this section be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the Insurers hereby agree to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder provided nevertheless that nothing in this clause shall be deemed to increase the Limit of Indemnity in respect of any one occurrence or series of occurrences as stated in the Schedule.

4. ASBESTOS EXCLUSION

This Policy excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving: -

- (a) asbestos, or
- (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos

5. CYBER LIABILITY EXCLUSION

It is hereby understood and agreed that this insurance shall not indemnify the Insured in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

6. MEMORANDUM A

It is hereby declared and agreed that this policy shall: -

- (a) notwithstanding the exception excluding liability assumed by the Insured by agreement, cover the obligations of the Insured stipulated in Clauses 26 and 27 of the Conditions of Contract and Clause 5 of the Particular Conditions between the Insured and the Principal;
- (b) notwithstanding the exception in respect of defective sanitary arrangements or water pollution, cover the liability of the Insured in respect of injury illness death loss or damage caused by or arising from discharge from damaged sanitary arrangements or polluted water, provided such damage or pollution is caused by an accident and the discharge occurs as a direct result of such an accident;
- (c) notwithstanding the exception excluding liability in respect of injury illness loss or damage caused by any plant machinery and vehicle not specified in the Schedule under the heading of Plant, cover the liability of the Insured in respect of injury illness death loss or damage caused by or arising from any plant and machinery while being used by the Insured as a tool of trade in connection with the Contract excluding however such amount which is covered and payable under the motor or other specific policy taken by the Insured;
- (d) extend to cover the liability of the Insured in respect of loss of or damage to property being that part of any property, goods, equipment, land, building or any other thing or structure belonging to the Principal in the charge or under the control of the Insured or his agent or any person in the service or apprenticeship of the Insured other than property forming part of the Works.
- (e) extend to cover the liability of the Insured in respect of injury illness death loss or damage caused by or in connection with or arising from
 - i. any lift elevator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible.
 - ii. the bursting of any pressure part of
 - 1) any steam boiler or any economiser
 - 2) any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure.

belonging or under the control of the Insured or any servant or agent of the Insured.

IN ACCORDANCE WITH AND SUBJECT TO the terms, exceptions and conditions of this Policy.



7. MEMORANDUM B

It is hereby declared and agreed that this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that

- (a) The Insured if required shall before the commencement of the Works and at his own expense prepare a report on the condition of any endangered property or land or building;
- (b) immediately upon discovery of damage to third party property caused by vibration or by the removal or weakening of support due or alleged to be due to any operations of the Insured or any person acting on his behalf the Insured shall notify the Insurer as soon as possible and carry out whatever repairs and install additional supports to the damaged property in accordance with the Insurer's instruction.

The Insurer will not indemnify the Insured in respect of liability for

- (a) the costs of loss prevention or minimization measures which become necessary during the period of insurance;
- (b) claims in respect of that part of loss or damage of any property or land or building if the loss or damage already taken place or existed prior to the commencement of the Works. The onus of proving that such loss or damage has existed prior to the commencement of the Works lies with the Insurer.

IN ACCORDANCE WITH AND SUBJECT TO the terms, exceptions and conditions of this Policy.

8. MEMORANDUM C

This Section of the Policy shall indemnify the Insured against liability resulting from, attributable to or caused by work executed at existing property under care, custody and control of the Insured and work undertaken by the Insured in the course of Defects Liability Period.

9. LIABILITY ARISING FROM CONSTRUCTION PLANT OR MACHINERY ATTACHED TO WATERBORNE VESSEL OR CRAFT

Notwithstanding Exception 4(b) to Section II of this Policy, this Section of the Policy shall indemnify the Insured against liability resulting from, attributable to or caused by any constructional plant or machinery attached onto waterborne vessel or craft where such plant or machinery is being used as a tool of trade at a Contract site but not when such waterborne vessel or craft is sailing from one site to another place.

The liability for this cover is limited to SGD1,000,000 any one accident.

10. LIABILITY ARISING FROM OPERATIONS UNDER CATEGORY 5

It is hereby understood and agreed that notwithstanding declared Contract(s) that are classified under Category 5 may be purely operational in nature, this Section of the Policy shall indemnify the Insured as an operational public/third party liability insurance cover.

11. LTA Endorsements

(i) ENDORSEMENT A – INJURY TO PERSONS

The Insurer shall indemnify the Principal in respect of any liability, loss claim or proceedings whatsoever arising under any statute or at Common Law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the Works unless due to any act or neglect of the Principal or of any person for whom the Principal is responsible.

(ii) ENDORSEMENT B – DAMAGE TO PROPERTY

The Insurer should be liable for and shall indemnify the Principal in respect of any liability, loss claim or proceedings in respect of any injury or damage whatsoever to any property real or personal in so far as such injury or damage arises out of or in the course of or by reason of the execution of the Works and provided always that the same is due to any negligence, omission or default of the Contractor, his servants, or agents or of any Sub-Contractor or to any circumstances within the Contractor's control.

(iii) CROSS LIABILITY CLAUSE

Each of the parties comprising the Insured shall for the purpose of this Policy be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to such party in the same manner as if a separate Policy had been issued to each of the said parties and the Insurers hereby agreed to waive all rights of subrogation action which they may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder provided nevertheless that nothing in this clause shall be deemed to increase the Limits of the Indemnity in respect of any one occurrence or series of occurrences as stated in the Schedule.

CLAUSES AND EXCLUSIONS APPLICABLE TO SECTIONS I & II

1. APPROVED ADJUSTERS

It is hereby agreed and declared that **Insight Adjusters and Surveyors Pte Ltd** will assess any loss under the Policy.

2. CONDITION PRECEDENT

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

- (a) for the risk 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 any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:
 - (i) the named 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
 - (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the Insurers before cover incepts.

3. EXTENDED MAINTENANCE COVER

Notwithstanding the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurer agrees that this Policy shall be extended for the Defects Liability Period to cover loss of or damage to the Contract Works:-

- (a) caused by the Insured Contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

and/or
- (b) occurring during the Defects Liability Period provided such loss or damage was caused on the site during the construction period before the certificate of completion for the lost or damaged section was issued.

Notwithstanding the above and terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance operates in full to indemnify the Insured in respect of loss or damage to any outstanding works which is being undertaken during the Defects Liability Period.

4. PREVENTIVE MEASURES CLAUSE

If upon the happening of any peril hereby insured resulting in actual or imminent:

- (a) physical loss of or destruction or damage to property insured, and/or
- (b) death, bodily injury or personal injury, and/or
- (c) loss of or destruction or damage to third party property

expenses are necessarily and reasonably incurred by or on behalf of the Insured in an attempt to prevent or minimise further death, bodily injury or personal injury or loss destruction or damage arising from that occurrence, then the Insurers will (subject to the terms of this Policy insofar as they can apply) indemnify the Insureds in respect of such expenses.

The liability of Insurers under this Memorandum shall not exceed SGD1,000,000 for any one occurrence

5. EXCLUSION OF RIGHTS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

6. RADIOACTIVE EXCLUSION CLAUSE

This insurance does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: -

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

7. CYBER PRIMARY EXCLUSION

This Policy does not cover

- (a) damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof including loss or corruption of data whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, where such DAMAGE is caused by programming or operator error, Virus or Similar Mechanism or Hacking.
- (b) consequential loss directly or indirectly caused by or arising from programming or operator error, Virus or Similar Mechanism or Hacking,

but this exception shall not exclude any claim for subsequent loss or destruction or damage to any property or consequential loss which itself results from a Defined Contingency (as defined hereunder), but only to the extent that such claim would otherwise be insured under this Policy.

DEFINITION

Defined Contingency

For the purpose of this Clause only, "Defined Contingency" shall mean fire, lightning, explosion, aircraft and other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, volcano, freeze or weight of snow.

Virus or Similar Mechanism

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking

Hacking means unauthorized access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data.

8. POLITICAL RISKS EXCLUSION

This insurance does not cover loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely: -

- (a) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority
- (b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Insurer is not relieved of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy

- (c) the destruction of property by order of any public authority

in any action suit or other proceeding where the Insurers alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

9. WAR & TERRORISM EXCLUSION

The insurance by this policy excludes: -

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
- (b) any act of terrorism including but not limited to
 - i. the use or threat of force, violence and/or
 - ii. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear, or

- (c) any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.

If the Insurers alleges that by reason of this Clause, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

SPECIAL MEMORANDA APPLICABLE TO THE BOARD

1. INNOCENT NON-DISCLOSURE OF THE BOARD

Insurers agree not to exercise any rights they may have or acquire in consequence of non-disclosure if the Board can establish that the non-disclosure was committed innocently and in good faith.



SCHEDULE

POLICY NO.: A046207

NAME OF INSURED

Principal/ Employer

Public Utilities Board (hereinafter also referred to as the "Board") and their permanent successors and/or the Government of Singapore

Address: 40 Scotts Road, #22-01 Environment Building, Singapore 228231

Contractor(s)

In any tier Contractors and/or sub-contractors of every tier

Others

For their site activities only suppliers in any tier and/or others engaged to provide goods and services in connection with the Insured Contracts

Land Transport Authority of Singapore as Principal in respect of the proposed road works, minor sewers works on roads affected and road opening works

All for their respective rights and interests

TERM OF BLANKET SCHEME

Open for admittance of Contracts from 01 April 2016 to 31 March 2019 on a 'risk-attaching' basis, provided the commencement date falls before/on 31 March 2019.

PERIOD OF INSURANCE

The entire period comprising the Contract Period and the Defects Liability Period for each Contract declared into the [Policy].

In the case of Term Contracts, the entire period comprising the Contract Period plus up to 12 months from the end of the term for the completion of any works or purchase orders followed by the Defects Liability Period.



INSURED CONTRACTS

The insurance cover shall be effective for any Contract including Term Contract in Categories 1 to 5 not exceeding SGD50 million in awarded contract value, from commencement through to completion of such Contracts (hereinafter referred to as "Contract Period") plus the Defects Liability Period subject to: -

- All Contracts not exceeding 36 months of Contract Period and up to 24 months of Defects Liability period
- All Term Contracts not exceeding 36 months of Contract Period plus up to 12 months thereafter for the completion of any Works Order or Purchase Order and up to 12 months Defects Liability period

awarded by the Principal during the admittance period from 01 April 2016 to 31 March 2019.

Any Contract or Term Contract which does not satisfy the above automatic admission criteria can be admitted as an Insured Contract subject to the prior agreement of the Insurer.

Insured Contracts are automatically held covered if an extension of Contract Period is required, and premium applicable as follows: -

Original Period	Extension Period	Extension Premium	*Loss Ratio loading on Extension Premium			
			0% to 80%	Exceed 80% up to 100%	Exceed 100% up to 150%	Above 150%
Original Period	-	N/A	-	-	-	-
-	0 to 2 months	Nil	0%	0%	0%	0%
-	Exceeding 3 months up to 12 months	$\frac{\text{Extension Period}}{\text{Original Period}} \times \text{Original Premium}$	0%	0%	0%	0%
-	Exceeding 12 months up to 24 months	$\frac{\text{Extension Period}}{\text{Original Period}} \times \text{Original Premium}$	0%	20%	50%	100%
-	Exceeding 24 months	Extension premium to be agreed	0%	20%	50%	100%
-	Defects Liability Period up to 12 months	$\frac{\text{Extension Period}}{\text{Original Period}} \times \text{Original Premium} \times 20\%$	0%	0%	0%	0%

*Definition

Loss Ratio = $\frac{\text{Total paid claims} + \text{Total reserved claims}}{\text{Total Premium Paid}}$

Total Premium Paid = Original Contract Premium + Total Extension Premium (if applicable)

For purpose of determining Extension Premium, Loss Ratio shall be calculated as at the contract completion date or the extended contract completion date.

Insured Contracts are categorised as follows:-

- Category 1: – Below Ground Civil Engineering Works excluding Pipe Jacking / Microtunnelling
- Category 2: – Below Ground Civil Engineering Works including Pipe Jacking / Microtunnelling
- Category 3: – Wet Civil Engineering Works
- Category 4: – Above Ground Construction, Rehabilitation of Sewerage System, Mechanical and Electrical, Instrumentation, Control and Automation Works
- Category 5: – Supply of Materials, Labour, Services, Operation and Maintenance Contracts

More fully defined in the Technical Specifications.

TERRITORIAL LIMITS

Republic of Singapore

SECTION I - INSURANCE OF CONTRACT WORKS

INTEREST

Estimated Sum Insured during Period of Insurance comprising of: -

<u>ITEM</u>	<u>ESTIMATED SUM INSURED (SGD) *</u>
01. Permanent and temporary works and temporary buildings constructed or erected in performance of the Insured Contracts and all materials and/or other property belonging to or supplied to the Insured or for which they are or hold themselves responsible brought onto the insured Contract site for the purpose of the said Insured Contracts.	Subject to quarterly declaration of awarded Contracts
Total Contract Value for: -	
Category 1	} To be declared
Category 2	
Category 3	
Category 4	
Category 5	
02. On Professional Fees (10% of Total Contract Value)	Included above
03. On Removal of Debris (5% of Total Contract Value)	Included above
04. On constructional plant and equipment	Not Insured
Total Estimated Sum Insured	To be declared

* Estimated Sum Insured is based on estimated Contract Values only (more fully defined in the Technical Specifications). The Principal does not warrant that such estimated Contract Values will necessarily be achieved.

SPECIAL EXTENSION

Cover for Principal's Existing Property – Sum Insured of SGD2,000,000 in the aggregate for each Insured Contract to be provided on first loss basis (i.e. average condition shall not apply), subject to the provisions of the Reinstatement of Loss Clause

SECTION II – LIABILITY TO THIRD PARTIES

LIMIT OF INDEMNITY

The liability under this Section for all damages payable to any one claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent upon or attributable to one sources or original cause shall not exceed **SGD10,000,000**

Unlimited any one Period

DEDUCTIBLE CLAUSE (SECTION I)

It is agreed that for each and every occurrence giving rise to a claim under Section I of this Policy the Insured shall be responsible for the first amount of such loss, destruction or damage for: -

Category 1

- SGD25,000 in respect of loss, destruction or damage caused by flood, storm, tempest, typhoon, frost, earthquake, subsidence, landslip or collapse
- SGD25,000 or 10% of loss whichever is higher in respect of defective design plan specification material workmanship
- SGD10,000 or 10% of loss whichever is higher in respect of loss, destruction or damage to Principal's Existing Property
- SGD10,000 in respect of all other loss, destruction or damage
- SGD2,000 in respect of loss, destruction or damage to temporary buildings

Category 2

- SGD20,000 in respect of loss, destruction or damage caused by flood, storm, tempest, typhoon, frost, earthquake, subsidence, landslip or collapse
- SGD20,000 or 10% of loss whichever is higher in respect of defective design plan specification material workmanship
- SGD10,000 or 10% of loss whichever is higher in respect of loss, destruction or damage to Principal's Existing Property
- SGD10,000 in respect of all other loss, destruction or damage
- SGD2,000 in respect of loss, destruction or damage to temporary buildings

Category 3

- SGD50,000 in respect of loss, destruction or damage caused by flood, storm, tempest, typhoon, frost, earthquake, subsidence, landslip or collapse
- SGD50,000 or 10% of loss whichever is higher in respect of defective design plan specification material workmanship
- SGD10,000 or 10% of loss whichever is higher in respect of loss, destruction or damage to Principal's Existing Property
- SGD10,000 in respect of all other loss, destruction or damage
- SGD2,000 in respect of loss, destruction or damage to temporary buildings

Category 4

- SGD7,500 in respect of loss, destruction or damage caused by flood, storm, tempest, typhoon, frost, earthquake, subsidence, landslip or collapse
- SGD7,500 or 10% of loss whichever is higher in respect of defective design plan specification material workmanship
- SGD5,000 or 10% of loss whichever is higher in respect of loss, destruction or damage to Principal's Existing Property
- SGD5,000 in respect of all other loss, destruction or damage
- SGD2,000 in respect of loss, destruction or damage to temporary buildings

Category 5

- SGD5,000 or 10% of loss whichever is higher in respect of loss, destruction or damage to Principal's Existing Property

In no event shall more than one Deductible apply in respect of any one occurrence.

In the event of any one occurrence affecting the property of more than one Insured the Deductible deducted from the claim shall be apportioned between the parties in proportion to the total amount of their losses.

Subject always to the provision that in respect of any single occurrence where more than one Deductible could apply, then only the highest single Deductible shall be borne by the Insured.

DEDUCTIBLE CLAUSE (SECTION II)

It is agreed that for each and every occurrence giving rise to a claim under Section II of this Policy the Insured shall be responsible for: -

Category 1

- SGD25,000 or 20% of loss whichever is higher in respect of loss, destruction or damage caused by vibration, weakening or removal of support
- SGD25,000 or 10% of loss whichever is higher in respect of loss of or destruction or damage to underground services (inclusive of Mass Rapid Transit Tunnels and Deep Tunnel Sewerage System)
- SGD10,000 in respect of all other losses, destruction or damage to third party property

Category 2

- SGD25,000 or 20% of loss whichever is higher in respect of loss, destruction or damage caused by vibration, weakening or removal of support
- SGD20,000 or 10% of loss whichever is higher in respect of loss of or destruction or damage to underground services (inclusive of Mass Rapid Transit Tunnels and Deep Tunnel Sewerage System)
- SGD35,000 or 20% of loss whichever is higher in respect of loss, destruction or damage caused by pipe jacking / microtunnelling works
- SGD10,000 in respect of all other losses, destruction or damage to third party property

Category 3

- SGD25,000 or 20% of loss whichever is higher in respect of loss, destruction or damage caused by vibration, weakening or removal of support
- SGD25,000 or 20% of loss whichever is higher in respect of loss of or destruction or damage to oil filled / fibre optic cables
- SGD25,000 or 20% of loss whichever is higher respect of loss of or destruction or damage to underground services (inclusive of Mass Rapid Transit Tunnels and Deep Tunnel Sewerage System)
- SGD10,000 in respect of all other losses, destruction or damage to third party property

Category 4

- SGD7,500 or 10% of loss whichever is higher in respect of loss, destruction or damage caused by vibration, weakening or removal of support
- SGD7,500 or 10% of loss whichever is higher in respect of loss of or destruction or damage to underground services (inclusive of Mass Rapid Transit Tunnels and Deep Tunnel Sewerage System)
- SGD5,000 in respect of all other losses, destruction or damage to third party property

Category 5

- SGD5,000 in respect of all other losses, destruction or damage to third party property

In no event shall more than one Deductible apply in respect of any one occurrence.

Subject always to the provision that in respect of any single occurrence where more than one Deductible could apply, then only the highest single Deductible shall be borne by the Insured.

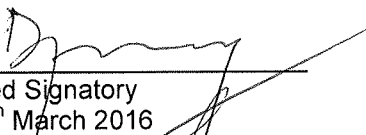
ESTIMATED PREMIUM

Estimated Premium for each Category to be calculated as follows:

Category 1, 2, 3, 4 and 5

(Contract Value) x corresponding Tender Rate

For and on behalf of the Company



Authorised Signatory
Date: 28th March 2016

