



Tenet Sompso Insurance Pte. Ltd.

50 Raffles Place, #05-01/06, Singapore Land Tower, Singapore 048623. Tel: 6221 2211 • Fax: 6322 4622
Website: www.tenetsompo.com.sg • Co. Reg. No.: 198905490E • GST Reg. No.: M200903196

SCHEDULE

COPY

ACCOUNT CODE : 1189301 (MASTER: C000171)		CLASS : CONTRACTOR'S ALL RISK	
INSURED : PENTA-OCEAN CONSTRUCTION CO LTD AS MAIN CONTRACTOR		POLICY NO : SH-CAR-0002107-00000-2014-09	
ADDRESS : 1 KIM SENG PROMENADE #11-03 GREAT WORLD CITY EAST TOWER SINGAPORE 237994		REPLACING POLICY NO : --	
CONTRACT TITLE : PROPOSED DEVELOPMENT OF AN INTEGRATED REGIONAL HOSPITAL, A COMMUNITY HOSPITAL AND SPECIALIST OUTPATIENT CLINICS ON LOT 02466A MK21 AT SENGKANG EAST WAY/SENGKANG EAST ROAD/ ANCHORVALE STREET, SINGAPORE AND ELSEWHERE IN CONNECTION WITH THE PROJECT.		PERIOD OF INSURANCE : 08/09/2014 TO 07/01/2018 PLUS 12 MONTHS DEFECTS LIABILITY	
		PREMIUM : SGD 786,287.25	
SECTION I - MATERIAL DAMAGE			
INSURED ITEMS		SUM INSURED	
1. CONTRACT WORKS (PERMANENT AND TEMPORARY WORK, INCLUDING ALL MATERIALS TO BE INCORPORATED HEREIN)		SGD	1,161,000,000.00
2. CONSTRUCTION PLANT AND EQUIPMENT (NOT COVERED)			
3. CONSTRUCTION MACHINERY (NOT COVERED)			
4. PROFESSIONAL FEES (5% OF CONTRACT VALUE)		SGD	58,050,000.00
5. REMOVAL OF DEBRIS (2.5% OF CONTRACT VALUE)		SGD	29,025,000.00
TOTAL SUM INSURED UNDER SECTION I		SGD	1,248,075,000.00
INCLUDING RISK OF : EARTHQUAKE, VOLCANISM, TSUNAMI STORM, CYCLONE, FLOOD, INUNDATION, LANDSLIDE		LIMIT OF INDEMNITY AS PER SECTION I	
SECTION II - THIRD PARTY LIABILITY			
LIMIT OF LIABILITY IN RESPECT OF ANY ONE ACCIDENT OR SERIES OF ACCIDENT ARISING OUT OF ONE EVENT			
1. ANY ONE ACCIDENT		SGD	10,000,000.00
2. FOR THE PERIOD			UNLIMITED



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POLICY NO : SH-CAR-0002107-00000-2014-09

POLICY DEDUCTIBLE :

SECTION I - MATERIAL DAMAGE

IN RESPECT OF ANY LOSS ARISING FROM

- | | |
|--|------------------------------------|
| 1) ACT OF GOD | 10% OF LOSS, MINIMUM SGD150,000.00 |
| 2) PRINCIPAL EXISTING PROPERTY/
COLLAPSE/SUBSIDENCE/INUNDATION/
DE3/MAINTENANCE PERIOD | 10% OF LOSS, MINIMUM SGD150,000.00 |
| 3) TESTING AND COMMISSIONING
OF EQUIPMENT/FACILITIES | 10% OF LOSS, MINIMUM SGD150,000.00 |
| 4) ALL OTHERS | SGD50,000.00 |

IN THE EVENT OF A SINGLE OCCURRENCE WHERE MORE THAN ONE DEDUCTIBLE COULD APPLY THEN THE HIGHER SINGLE DEDUCTIBLE SHALL BE BORNE BY THE INSURED

SECTION II - THIRD PARTY LIABILITY

IN RESPECT OF ANY LOSS ARISING FROM

- | | |
|--|--|
| 1) SMRT / LTA PROPERTIES | 15% OF LOSS, MINIMUM SGD150,000.00
EACH AND EVERY CLAIM |
| 2) VIBRATION, REMOVAL, WEAKENING OF
SUPPORT/ UNDERGROUND SERVICES/
NON-NEGLIGENCE RIBA 19(2) (A) | 10% OF LOSS, MINIMUM SGD100,000.00
EACH AND EVERY CLAIM |
| 3) OTHER THIRD PARTY PROPERTY DAMAGE | SGD10,000.00 |
| 4) THIRD PARTY BODILY INJURY | NIL |

IN THE EVENT OF A SINGLE OCCURRENCE WHERE MORE THAN ONE DEDUCTIBLE COULD APPLY THEN THE HIGHER SINGLE DEDUCTIBLE SHALL BE BORNE BY THE INSURED

SUBJECT TO THE FOLLOWING CLAUSES/ENDORSEMENTS/WARRANTIES ATTACHED: -
REFER TO APPENDIX 1 ATTACHED

SIGNED AT SINGAPORE ON 25/09/2014
FOR AND ON BEHALF OF THE COMPANY

AUTHORISED SIGNATURE

USER ID: UWJULIETP

NOTE: ALL PREMIUMS ARE SUBJECTED TO PREVAILING RELEVANT GOVERNMENT TAXES AND DUTIES.



APPENDIX 1

ACCOUNT CODE : 1189301 (MASTER: C000171) POLICY NO : SH-CAR-0002107-00000-2014-09

CLAUSES/ENDORSEMENTS/WARRANTIES APPLICABLE TO THIS POLICY :

1. 50:50 TRANSIT LOSS SHARING CLAUSE
2. APPROVED ADJUSTERS CLAUSE
3. AUTOMATIC EXTENSION CLAUSE
4. AUTOMATIC INCREASE OF SUM INSURED
5. AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE
6. CESSATION OF WORK
7. CO-INSURANCE CLAUSE
8. COST OF RECOMPILING RECORDS AND CLAIMS PREPARATION CLAUSE (Sub-limit : SGD250,000.00)
9. COST OF TEMPORARY PROTECTION CLAUSE (Sub-limit : SGD1,000,000.00)
10. COVER FOR DESIGNER'S RISKS (INDIRECT DAMAGE ONLY) (Deductible : 10% OF LOSS, MINIMUM SGD150,000.00)
11. COVER FOR EXISTING STRUCTURES AND/OR SURROUNDING PROPERTY CLAUSE (Sub-limit : SGD5,000,000.00 , Deductible : 10% OF LOSS, MINIMUM SGD150,000.00)
12. COVER FOR INSURED CONTRACT WORKS TAKEN OVER OR PUT INTO SERVICE
13. COVER FOR LOSS OR DAMAGE DUE TO STRIKE, RIOT AND CIVIL COMMOTION III
14. COVER OF EXTRA CHARGES FOR AIRFREIGHT (Sub-limit : SGD2,000,000.00 , Deductible : 10% OF LOSS, MINIMUM SGD20,000.00)
15. COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS, EXPRESS FREIGHT (MR) (Sub-limit : SGD2,000,000.00)
16. CROSS LIABILITY CLAUSE (I)
17. EMPLOYEES' PERSONAL EFFECTS AND TOOLS (Sub-limit : SGD5,000.00 PER EMPLOYEE, SGD50,000.00 IN THE AGGREGATE)
18. ESCALATION CLAUSE (Sub-limit : 10% OF CONTRACT VALUE)
19. EXCLUSION OF LOSS OF OR DAMAGE TO CROPS, FORESTS AND CULTURES
20. EXCLUSION OF LOSS OR DAMAGE DUE TO SUBSIDENCE
21. EXTENDED MAINTENANCE COVER
22. EXTENSION OF COVER FOR OFF-SITE FABRICATION (Sub-limit : SGD5,000,000.00 ANY ONE LOCATION)
23. FIRE FIGHTING EXPENSES
24. FIRST AID FACILITIES
25. FREE ISSUE MATERIAL
26. INLAND TRANSIT (MR) (Sub-limit : SGD1,000,000.00 ANY ONE CONVEYANCE)
27. INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSIONS CLAUSE
28. LOADING AND UNLOADING OF VEHICLES/TRAILERS (WITHIN CONTRACT SITE ONLY)
29. LOSS ACCUMULATION CLAUSE (72 HOURS)
30. LOSS NOTIFICATION CLAUSE
31. MEMORANDUM 1
32. MEMORANDUM 2
33. MEMORANDUM 3
34. MISDESCRIPTION CLAUSE
35. NON CONTRIBUTION CLAUSE
36. NON-CANCELLATION CLAUSE
37. NON-INVALIDATION CLAUSE
38. NON-NEGLIGENCE COVER (RIBA 19(2)(A)) (Sub-limit : SGD10,000,000.00 IN THE AGGREGATE)
39. NON-OWNED/HIRED VEHICLES CLAUSE (Sub-limit : SGD1,000,000.00 ANY ONE OCCURRENCE)
40. OTHER INTERESTS
41. PARTIAL OCCUPATION
42. PAYMENT ON ACCOUNT CLAUSE
43. PLANS AND DOCUMENTS (Sub-limit : SGD500,000.00)
44. PLANT AND MACHINERY CLAUSE
45. PRIMARY INSURANCE
46. PRINCIPAL'S EMPLOYEE/REPRESENTATIVE AS THIRD PARTIES
47. PROFESSIONAL FEES CLAUSE (Sub-limit : 5% OF CONTRACT VALUE)
48. PROPERTY IN OFF-SITE STORAGE (Sub-limit : SGD5,000,000.00 PER LOCATION)
49. PUBLIC AUTHORITIES CLAUSE
50. REMOVAL OF DEBRIS CLAUSE (Sub-limit : 2.5% OF CONTRACT VALUE)
51. SEVERAL LIABILITY CLAUSE
52. SPECIAL CONDITIONS CONCERNING FIRE-FIGHTING FACILITIES AND FIRE SAFETY ON CONSTRUCTION SITES
53. SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETAINING WALL WORKS
54. SPECIAL CONDITIONS CONCERNING UNDERGROUND CABLES, PIPES AND OTHER FACILITIES CLAUSE
55. SUDDEN AND ACCIDENTAL POLLUTION CLAUSE
56. TEMPORARY REPAIRS CLAUSE (Sub-limit : 10% OF NORMAL REPAIR COSTS)
57. TEMPORARY WORKS CLAUSE
58. VIBRATION/REMOVAL OR WEAKENING OF SUPPORT ENDORSEMENT (Sub-limit : SGD10,000,000.00 IN THE AGGREGATE , Deductible : 10% OF LOSS MINIMUM SGD100,000.00 EACH AND EVERY CLAIM)
59. WAIVER OF SUBROGATION CLAUSE

REFER TO APPENDIX ATTACHED.





APPENDIX

ACCOUNT CODE : 1189301

(MASTER: C000171)

POLICY NO :

SH-CAR-0002107-00000-2014-09

ADDITIONAL CLAUSES/ENDORSEMENTS/WARRANTIES SUBSTITUTING THE PRINTED WORDINGS AND TO BE ATTACHED TO AND FORMING PART OF THIS POLICY.

50:50 TRANSIT LOSS SHARING CLAUSE

Where separate Marine Cargo Insurance has been effected by the Insured it is agreed that in the event of indemnifiable loss of or damage to the Property Insured being discovered after the risk has terminated under the Marine Cargo Insurance and, if after proper investigation it is not possible to ascertain whether the cause of such loss or damage happened prior to the termination of the marine venture or subsequently it is agreed that the Company hereon shall contribute 50% of the Property adjusted claim provided the Marine Cargo Insurance also agree to contribute 50% of the claim such contribution to be without prejudice to subsequent final apportionment of the claim as may be agreed between the Company herein and the Marine Cargo Insurers in the light of the terms and conditions of the respective policies.

It is further agreed that in the event of the deductible under this Policy being different from the deductible under the Marine Cargo Insurance, in settling claims as described above, each Insurer shall deduct 50% of its appropriate deductible from its 50% share of the adjusted claim.

APPROVED ADJUSTERS CLAUSE

It is hereby declared and agreed that in the event of any loss covered by this Policy the amount of loss shall be adjusted subject to the terms and conditions of the Policy by any of the following firms of Adjusters :

- (a) Crawford & Co International Pte Ltd
- (b) McLarens Singapore Pte Ltd

AUTOMATIC EXTENSION CLAUSE

Notwithstanding the dates specified in the Schedule, this policy is extended automatically for the first month after expiry date at Nil Additional Premium. Any further period required by the Insured for the completion of the works shall be notified to the Company two weeks in advance and shall be subject to the additional premium and terms applied by the Company.

AUTOMATIC INCREASE OF SUM INSURED

If the contract price be increased during the period of insurance, for any reason whatsoever, the Sum Insured under Section I shall be deemed automatically increased by the same amount provided that the increase (except with the special agreement of the Company) shall not be more than 10% of the Sum Insured as stated in the Schedule. Subject to Additional Premium to be paid by the Insured.

AUTOMATIC REINSTATEMENT OF SUM INSURED CLAUSE

Any reduction in the amount insured hereunder due to any loss or losses against which payment is made by the Company shall automatically be reinstated for the balance of the term of the Policy. The additional premium on a pro-rata basis for such reinstatement shall be calculated by the Company from the date of such loss to the expiry date of this Policy.

CESSATION OF WORK

It is hereby declared and agreed that any damage or loss caused by cessation of work is covered provided such cessation does not exceed 90 days.

COST OF RECOMPILING RECORDS AND CLAIMS PREPARATION CLAUSE (Sub-limit : SGD250,000.00)

On the costs and expenses necessarily and reasonably incurred by the Insured following loss or damage to the property insured:-

- (1) to reconstruct and recompile records (but not for the value to the Insured of the information contained therein)
- (2) to extract and compile information required by the Company from the Insured's own records for the purpose of preparing a claim under the Policy but excluding legal investigation and research fees/expenses incurred for the purpose of contesting any issue over the Company's liability under the Policy



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POLICY NO :

SH-CAR-0002107-00000-2014-09

PROVIDED ALWAYS THAT under this extension

- (a) no amount shall be recoverable if subsequent to the incurring of such expenses the Company shall deny liability for any claim in respect of which the expenses had been incurred (with or without the consent of the Company)
- (b) The liability of the Company shall not exceed SGD250,000.00 for the period of insurance.

COST OF TEMPORARY PROTECTION CLAUSE (Sub-limit : SGD1,000,000.00)

It is hereby declared and agreed that this Policy is extended to cover the cost of temporary protection up to a limit of SGD1,000,000.00 reasonably necessary for the safety and protection of the Insured Interest pending repairs and/or replacement of damage.

COVER FOR DESIGNER'S RISKS (INDIRECT DAMAGE ONLY) (Deductible : 10% OF LOSS, MINIMUM SGD150,000.00)

It is agreed and understood that otherwise subject to the terms exclusions provisions and conditions contained in the Policy or endorsed thereon, exclusion (c) under Special Exclusions of Section I of the Policy shall be deleted and exclusion (d) replaced by the following wording: d) The cost of 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.

Deductible : 10% of loss, minimum SGD150,000.00

COVER FOR EXISTING STRUCTURES AND/OR SURROUNDING PROPERTY CLAUSE (Sub-limit : SGD5,000,000.00 , Deductible : 10% OF LOSS, MINIMUM SGD150,000.00)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the cover under Section I shall be extended according to the following provisions to cover sudden and unforeseen physical loss of or damage to the Principal's existing structures and/or surrounding property caused by or arising out of the construction or erection of the items insured under Section I eg. due to vibration, weakening or removal of support, lowering of ground water, underpinning, tunnelling or other operations involving supporting elements or the subsoil.

Loss of or damage to the Principal's Existing Structure and/or Surrounding Property shall only be covered if prior to the commencement of the works their condition is found to be satisfactory and/or the necessary safety measures have been taken. The Insured shall produce together with the Insurers a report stating the condition of the structures before the beginning of the works.

The following shall be excluded under this extension :-

- 1) loss or damage attributable to errors or omissions in the designing of the works ;
- 2) loss or damage consisting in cracks that impair neither the stability of the structure nor the safety of its users.

Should safety measures become necessary during construction, the expenses incurred for such measures shall not be indemnifiable under the Policy.

Limit of Indemnity : SGD5,000,000.00

Deductible : 10% OF LOSS, MINIMUM SGD150,000.00

COVER FOR INSURED CONTRACT WORKS TAKEN OVER OR PUT INTO SERVICE

It is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the Policy or endorsed thereon the insurance shall be extended to cover - loss of or damage to parts of the insured 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 cover.

COVER FOR LOSS OR DAMAGE DUE TO STRIKE, RIOT AND CIVIL COMMOTION III

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by



APPENDIX

ACCOUNT CODE : 1189301

(MASTER: C000171)

POLICY NO :

SH-CAR-0002107-00000-2014-09

1. 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 thereof.

2. 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

3. the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out.

4. 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

1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far 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.

2. 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 Endorsement had not been made thereon.

Special Conditions

1. This insurance shall not cover

a) loss or damage resulting from total or partial cessation of work or the 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.

d) consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

Provided nevertheless that the Company are not relieved under 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 shall 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 or violence.

In any action, suit or other proceeding, where the Company 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.

3. This insurance may at any time be terminated by the Company on notice to that effect being given by registered post at the Insured's last known address, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.

4. The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.

The aggregate liability of the Insurers during the period of cover of this Policy shall be limited by twice the limit of indemnity any one occurrence.

COVER OF EXTRA CHARGES FOR AIRFREIGHT (Sub-limit : SGD2,000,000.00 , Deductible : 10% OF LOSS, MINIMUM SGD20,000.00)



APPENDIX

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(MASTER: C000171)

POLICY NO :

SH-CAR-0002107-00000-2014-09

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for 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.

Provided further that the maximum amount payable under this Endorsement in respect of airfreight shall not exceed the amount stated below during the period of insurance.

Deductible : 10% of loss, minimum SGD20,000.00

Maximum Amount Payable : SGD2,000,000.00 any one occurrence

COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS, EXPRESS FREIGHT (MR) (Sub-limit : SGD2,000,000.00)

It is agreed and understood that otherwise subject to the terms, exclusions provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding air freight).

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.

If the sum(s) insured of damaged item(s) is (are) less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Limit of indemnity: SGD2,000,000.00 any one occurrence

CROSS LIABILITY CLAUSE (I)

It is agreed and understood that otherwise subject to the terms exclusions provisions and conditions contained in the Policy or endorsed thereon the Third Party Liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party PROVIDED THAT the Company shall not indemnify the Insured under this Endorsement in respect of liability for

- loss of or damage to items insured or insurable under Section I of the Policy even if not recoverable due to an excess or any limit

- fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Work Injury Compensation and/or Employers' Liability insurance

The Company's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule.

EMPLOYEES' PERSONAL EFFECTS AND TOOLS (Sub-limit : SGD5,000.00 PER EMPLOYEE, SGD50,000.00 IN THE AGGREGATE)

It is hereby understood and agreed that the indemnity under Section I of this Policy shall be extended to include Loss or Damage to personal effects and tools of the employees engaged for this contract.

The liability of Company shall not exceed SGD5,000.00 (after application of the amount specified in (a) below) in respect of any one employee, subject to an aggregate of SGD50,000.00 for the period of insurance.

The Company shall not be liable for :

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

ESCALATION CLAUSE (Sub-limit : 10% OF CONTRACT VALUE)

If during the Period of Insurance the Actual Contract Value shall be in excess of the Estimated Contract Value then the Sum Insured on Item 1 shall be increased by the amount of such excess but not exceeding in all 10% of Contract Value.



APPENDIX

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POLICY NO :

SH-CAR-0002107-00000-2014-09

EXCLUSION OF LOSS OF OR DAMAGE TO CROPS, FORESTS AND CULTURES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss, damage or liability directly or indirectly caused to crops, forests and/or any cultures during the execution of the contract works.

EXCLUSION OF LOSS OR DAMAGE DUE TO SUBSIDENCE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not be liable to indemnify the Insured in respect of loss or damage due to subsidence if caused by insufficient compacting or improvement of subsoil or due to incorrect or insufficient piling.

EXTENDED MAINTENANCE COVER

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 be extended for the maintenance period specified hereunder to cover loss or damage to the contract works.

- 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.
- occurring during the maintenance period provided such loss or damage was caused on the site during the construction period before the certificate of completion for the loss or damaged section was issued.

It is further agreed that this extension covers any loss of or damage to property or bodily injury to third party arising from an accident caused by Insured's negligence in the course of carrying out the maintenance works at the site.

Maintenance Period : 12 months (from practical completion)

EXTENSION OF COVER FOR OFF-SITE FABRICATION (Sub-limit : SGD5,000,000.00 ANY ONE LOCATION)

It is hereby agreed and understood that this Policy is extended to cover loss of or damage to Insured's property whilst being fabricated elsewhere within the Republic of Singapore in Class 1 Construction subject to a limit of SGD5,000,000.00 any one location.

FIRE FIGHTING EXPENSES

This Policy covers the following expenses resulting from a peril insured against:

- a) Fire brigade charges and other extinguishing expenses for which the Insured may be charged
- b) Loss of fire extinguishing materials expended.

FIRST AID FACILITIES

It is agreed that the "Named Insured" includes any officer or employee - member of the Named Insured's first aid services, while acting within the scope of his duties as such, provided that such officer or employee - member shall observe, fulfil and be subject to the terms, conditions, exclusions of this Policy in-so-far as they apply.

It is further agreed that with respect to any operation described above or designated in the Policy as subject to this clause, the insurance does not apply to bodily injury or property damage due to:

- (1) the rendering of or failure to render
 - (a) medical, surgical, dental, X-ray or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - (b) any service or treatment conducive to health or of a professional nature; or
 - (c) any cosmetic or tonsorial service or treatment;
- (2) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- (3) the handling of or performing of autopsies on dead bodies;

bodily injury to any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the Named Insured.

FREE ISSUE MATERIAL



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(MASTER: C000171)

POLICY NO :

SH-CAR-0002107-00000-2014-09

Property Insured shall include any materials which are supplied free of charge and for which the Insured is liable for Damage provided that the Insured shall declare the value of such materials for premium adjustment purposes.

INLAND TRANSIT (MR) (Sub-limit : SGD1,000,000.00 ANY ONE CONVEYANCE)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section 1 of this insurance shall be extended to cover loss of or damage to the insured property whilst in transit to the contract site other than on waterways or by air within the territorial limits of Singapore provided that the maximum amount payable under this Endorsement does not exceed SGD1,000,000.00 any one conveyance.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSIONS CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.;

1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

LOADING AND UNLOADING OF VEHICLES/TRAILERS (WITHIN CONTRACT SITE ONLY)

It is hereby declared and agreed that this Policy is extended to cover the legal liability of the Insured in respect of any bodily injury or loss of or damage to property caused or arising from beyond the limits of any carriage-way or thoroughfare in connection with :-

1. The bringing of the load to such vehicle for loading thereon

2. The taking away of the load from such vehicle after unloading therefrom by any person other than the driver or attendant of such vehicle.

PROVIDED ALWAYS THAT the liability of the Company under this Policy and Endorsement in respect of any bodily injury or loss of or damage to Property shall not in any way exceed the Limit of Liability specified in this Policy.

LOSS ACCUMULATION CLAUSE (72 HOURS)

It is agreed that any loss of or damage to the property insured described in the schedule arising during any one period of 72 consecutive hours caused by typhoon, storm, tempest, water damage, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the sums insured and the deductibles provided for herein. For the purpose of the foregoing the commencement of any such 72 hour period shall be decided at the discretion of the insured it being understood and agreed that however that there shall be no overlapping in any two or more 72 hours period in the event of damage occurring over a more extended period of time.

LOSS NOTIFICATION CLAUSE

Notwithstanding anything contained to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy.



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ACCOUNT CODE : 1189301

(MASTER: C000171)

POLICY NO :

SH-CAR-0002107-00000-2014-09

MEMORANDUM 1

It is hereby declared and noted that the Insured Name under this Policy is read as follows :-

INSURED NAME : - THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE C/O MINISTRY OF HEALTH AS PRINCIPAL AND/OR ;
- THE LAND TRANSPORT AUTHORITY AS PRINCIPAL AND/OR ;
- PENTA-OCEAN CONSTRUCTION CO LTD AS THE MAIN CONTRACTOR AND/OR;
- ALL CONTRACTORS, SUB-CONTRACTORS & NOMINATED SUB-CONTRACTORS OF EVERY TIER AND/OR;
- CONSULTANTS, ENGINEERS, SUPPLIERS, VENDORS OF ANY TIER ENGAGED TO PROVIDE GOODS AND SERVICE IN CONNECTION WITH THE INSURED PROJECT IN RESPECT OF THEIR ON-SITE ACTIVITIES ONLY AND/OR
- PROJECT MANAGER AND/OR ANY OTHER COMPANY, FIRM OR PERSON INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS WITH WHOM THE PRINCIPAL AND/OR THE MAIN CONTRACTOR HAVE ENTERED INTO AGREEMENT AND/OR CONTRACT IN RELATION TO THIS PROJECT FOR THEIR ON-SITE ACTIVITIES ONLY

EACH FOR THEIR RESPECTIVE RIGHTS AND INTERESTS

MEMORANDUM 2

It is hereby declared and noted that the Estimated Construction Period under this Policy is read as follows :-

Estimated Construction Period : Approximately 40 Months from 8 September 2014 for the duration of the whole time for completion until completion of the project to be followed by 12 months Defects Liability Period.

MEMORANDUM 3

It is hereby declared and noted that the Period of Insurance under this Policy is read as follows :-

Period of Insurance : From 8 September 2014 until the expiry of the Defects Liability Period or the issuance of the final completion certificate, whichever is later.

Extensions necessary to facilitate completion of the construction phase of the project shall be automatically covered hereunder for a month at no additional premium and terms to be agreed thereafter.

MISDESCRIPTION CLAUSE

It is understood and agreed that this insurance shall not be prejudiced by any alteration or misdescription of occupancy provided the Insured shall notify the Company immediately the Insured becomes aware of the same and to pay additional premium if required from the date of the inception of the increased hazard.

NON CONTRIBUTION CLAUSE

This insurance does not cover loss, destruction, damage or liability which is insured or would, but for the existence of this policy, be insured by any other policy or policies, except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

Subject otherwise to the terms, conditions and exceptions of this policy.

NON-CANCELLATION CLAUSE

The Insurance Company undertakes to obtain the Bank's or Finance Company's consent prior to their cancellation of the Policy if instructions have been received for the cancellation of the Policy and also to advise the Bank or Finance Company immediately of any other material changes which are proposed to be made in terms of the Insurance.

NON-INVALIDATION CLAUSE

It is hereby agreed that this insurance shall not be invalidated by:-

(a) any change of occupancy or increase of risk taking place in the property insured without the Insured's knowledge provided that they shall immediately on the same coming to their knowledge advise the Company and pay any additional premium that may be required from the date of such increase of risk.



APPENDIX

ACCOUNT CODE : 1189301

(MASTER: C000171)

POLICY NO :

SH-CAR-0002107-00000-2014-09

(b) workmen on the premises for the purpose of effecting repairs minor alterations or general maintenance purposes and the like.

NON-NEGLIGENCE COVER (RIBA 19(2) (A)) (Sub-limit : SGD10,000,000.00 IN THE AGGREGATE)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon the cover under Section II shall be extended according to the following provisions to cover any expenses liability loss claim or proceedings which the Principal may incur or sustain by reason of damage to any property other than the works caused by collapse subsidence vibration weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the works except damage

- i) caused by the negligence omission or default of the Contractor his servants or agents or of any sub-contractors his servants or agent
- ii) attribute to errors or omissions in the designing of the works
- iii) which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution
- iv) which is at the risk of the Principal
- v) arising from a nuclear risk or war risk

Loss of or damage to the property shall only be covered if prior to the commencement of the works their condition is found to be satisfactory and/or the necessary safety measures have been taken
Should further safety measures become necessary during construction the expenses incurred for such measurement shall not be indemnifiable under the Policy.

Limit of Indemnity : SGD10,000,000.00 in the aggregate

Deductible : 10% of loss, minimum SGD100,000.00 each and every claim

NON-OWNED/HIRED VEHICLES CLAUSE (Sub-limit : SGD1,000,000.00 ANY ONE OCCURRENCE)

The Insurers will indemnify the Company in respect of legal liability and costs and expenses in respect of bodily injury or damage as defined in the Policy arising out of the use of any motor vehicle owned or non-owned or hired by the Employees and used in the course of the Business.

PROVIDED ALWAYS THAT the Company shall not be liable for :-

- a) bodily injury to any person being carried by a motor cycle otherwise than in a side-car attached to it.
- b) loss of or damage to such vehicle.
- c) injury or damage arising while such vehicle is being
 - i) driven by the Insured.
 - ii) driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such vehicle unless such a person has held and is not disqualified for holding or obtaining such a licence.
 - iii) used elsewhere than in the Republic of Singapore.
- d) any accident giving rise to a claim under this Policy if at the time of the occurrence of such accident there is any other existing insurance covering the same liability.

OTHER INTERESTS

The respective rights and interests of partners and all other parties to the Project are hereby noted but only to the extent that such rights exist under this Policy.

PARTIAL OCCUPATION

The Maintenance Period of the Occupied Part shall commence only upon issuance of the Certificate of Partial Occupation or the Certificate of Partial Re-Entry, as the case may be, of the relevant part and shall expire concurrently with the Maintenance Period of the whole Project.

PAYMENT ON ACCOUNT CLAUSE



APPENDIX

ACCOUNT CODE : 1189301

(MASTER: C000171)

POLICY NO :

SH-CAR-0002107-00000-2014-09

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 claim certified by the appointed Assessor.

PLANS AND DOCUMENTS (Sub-limit : SGD500,000.00)

Notwithstanding anything herein contained to the contrary the Insurance hereby is extended to indemnify the Insured against the necessarily incurred costs of re-writing or re-drawing of plans drawings or other contract documents lost destroyed or damaged as a result of a peril insured hereunder wherever or whenever such loss destruction or damage shall occur.

Such indemnification shall however be limited to:-

- (a) a maximum amount of SGD500,000.00 any single occurrence or series of occurrences arising out of one event.
- (b) the cost of labour expended in such re-writing or re-drawing including all necessary overtime working or research.

PLANT AND MACHINERY CLAUSE

It is hereby understood and agreed that this Policy is extended to cover liability arising from the use or ownership of all plant and equipment including unlicensed vehicles used in connection with contract.

Provided such vehicles are not used on a road nor being used in circumstances in which the law requires compulsory insurances.

Subject otherwise to the Terms, Exceptions and Conditions of this Policy.

PRIMARY INSURANCE

If at the time of any loss, damage or occurrence giving rise to a claim under this Policy and there was other policy(ies) effected jointly or severally by the Employer, the insurance afforded hereunder shall be primary to, and receive no contribution from, such other insurance.

PRINCIPAL'S EMPLOYEE/REPRESENTATIVE AS THIRD PARTIES

It is hereby declared and agreed that the coverage under Section II of this policy, Third Party Liability is extended to include as Third Party the principal's employees, representatives and consulting engineer(s) who occasionally visit the construction site for the purpose of the job inspection and/or supervision.

Provided that:

- a) The total liability of the Company including this extension shall not exceed the limit of indemnity as stated in the schedule under Section II "Third Party Liability".
- b) The Insured shall be responsible for the excess as stated in the Schedule.

PROFESSIONAL FEES CLAUSE (Sub-limit : 5% OF CONTRACT VALUE)

It is hereby declared and agreed that the Sum Insured under Section I of this Policy includes an amount not exceeding 5% of Contract Value in respect of architects', surveyors' legal, consulting engineers' and other fees for estimates plans specifications quantities tenders and supervision necessarily incurred in the reinstatement of the Property Insured consequent upon loss or damage which is the subject to indemnity under this insurance at a rate in accordance with the scale of the appropriate professional body ruling at the time of reinstatement but not for such fees for preparing any claim hereunder.

PROPERTY IN OFF-SITE STORAGE (Sub-limit : SGD5,000,000.00 PER LOCATION)

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section 1 of the Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits as stated below in Class 1 Construction.

The Insurers shall not indemnify the Insured for loss or damage caused by failure to take generally accepted loss prevention measures for warehouses or storage units. Such measures shall include, in



APPENDIX

ACCOUNT CODE : 1189301

(MASTER: C000171)

POLICY NO :

SH-CAR-0002107-00000-2014-09

particular:

- ensuring that the storage area is enclosed (either a building or at least fenced-in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- separating the storage units by fire-proof walls or by a distance of at least 50 metres;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;

- limiting the value per storage unit.

Territorial Limits of: Singapore

Limit of Indemnity (any one occurrence): SGD5,000,000.00 per location, within Singapore of Class 1 construction

PUBLIC AUTHORITIES CLAUSE

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 Regulation or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority provided that :-

1) The amount recoverable under this Extension shall not include :-

a) the cost incurred in complying with any of the aforesaid Regulations or by-Laws

i) in respect of destruction or damage occurring prior to the granting of this Extension,

ii) in respect of destruction or damage not insured by the Policy,

iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage,

iv) in respect of undamaged property or undamaged portions of the 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 by-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 By-laws;

2) 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 Company 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 by-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased;

3) If the liability of the Company 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 Company under this Extension (in respect of any such item) shall be reduced in like Proportion;

4) The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby;

5) All the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein.

REMOVAL OF DEBRIS CLAUSE (Sub-limit : 2.5% OF CONTRACT VALUE)

This insurance hereby extends to cover costs and expenses necessarily incurred by the Insured in the removal of debris dismantling or demolishing shoring up or propping of the portion or portions of the property insured by this Policy destroyed or damaged by fire or by any other peril hereby insured against it being understood that the total liability for claim for loss or damage due to an insured peril and costs of removal of debris shall not exceed 2.5% of Contract Value.

SEVERAL LIABILITY CLAUSE

The subscribing insurer's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reasons does not satisfy all or part of its obligations.

SPECIAL CONDITIONS CONCERNING FIRE-FIGHTING FACILITIES AND FIRE SAFETY ON CONSTRUCTION SITES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that:



APPENDIX

ACCOUNT CODE : 1189301

(MASTER: C000171)

POLICY NO :

SH-CAR-0002107-00000-2014-09

1. With regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times.

Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps.

2. The cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week.

3. Fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.

Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fitout work.

4. Waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day.

5. A "permit to work" system is implemented for all contractors engaged in "hot work" of any kind such as but not limited to

- grinding, cutting or welding operations,
 - use of blow lamps and torches,
 - application of hot bitumen,
- or any other heat producing operation.

"Hot work" is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any "hot work" is examined one hour after the work has finished.

6. Storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50m apart or separated by fire-proof walls.

All inflammable material and especially all inflammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work.

7. A Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractors's personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times.

8. The site is fenced off and access controlled.

SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETAINING WALL WORKS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of expenses incurred

1. for replacing or rectifying piles or retaining wall elements
 - a) which have become misplaced or misaligned or jammed during their construction,
 - b) which are lost or abandoned or damaged during driving or extraction, or
 - c) which have become obstructed by jammed or damaged piling equipment or casings,
2. for rectifying disconnected or declutched sheet piles,
3. for rectifying any leakage or infiltration of material of any kind,
4. for filling voids or for replacing lost bentonite,
5. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity;
6. for reinstating profiles or dimensions.

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured.

SPECIAL CONDITIONS CONCERNING UNDERGROUND CABLES, PIPES AND OTHER FACILITIES CLAUSE



APPENDIX

ACCOUNT CODE : 1189301

(MASTER: C000171)

POLICY NO :

SH-CAR-0002107-00000-2014-09

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company 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 and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible stated under (a) below.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible stated under (b) below.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage and penalties being excluded from the cover.

Deductibles :

- (a) 10% of the loss amount, minimum SGD100,000.00 any one occurrence whichever is the greater
- (b) 10% of the loss amount, minimum SGD100,000.00 any one occurrence whichever is the greater

SUDDEN AND ACCIDENTAL POLLUTION CLAUSE

It is hereby declared and agreed that this Insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapours, soots, fumes, acids alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

TEMPORARY REPAIRS CLAUSE (Sub-limit : 10% OF NORMAL REPAIR COSTS)

It is hereby declared and agreed that this Policy is extended to cover temporary repair costs reasonably incurred for the safety and protection pending repair and/or replacement of the damage of the Insured interests.

TEMPORARY WORKS CLAUSE

The Insurance provided under this policy on temporary works shall be deemed to include but not limited to timbering, scaffolding, formwork, supporting steel frame work, steel struts protection work, steel decking, temporary bridge, temporary pier, temporary buildings, conveyance belt, communication facility, lighting installations, workmen's quarters, stores, site-offices and other temporary works.

VIBRATION/REMOVAL OR WEAKENING OF SUPPORT ENDORSEMENT (Sub-limit : SGD10,000,000.00 IN THE AGGREGATE , Deductible : 10% OF LOSS MINIMUM SGD100,000.00 EACH AND EVERY CLAIM)

Notwithstanding anything contained to the contrary, it is noted and agreed that the indemnity granted under the Policy is extended to include liability in respect of damage to property, land or building caused by vibration or by the removal or weakening of support.

Provided always that

1. 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 suspend operations, carry out repairs and install additional supports to damage property. If the Insured shall fail to comply with this Special Provision the Company shall be under no liability for any claims in respect of the damage property.

2. The Company shall not be liable for

a. claims in respect of damage to building under demolition or declared by the Public Works Department to be dangerous.

b. any expenses incurred in taking safety measures to prevent damage to third party property.

c. claims in respect of loss or damage to buildings or other structures caused by cracking or otherwise unless the stability of the building or structure or the safety of its users is impaired.

d. loss or damage to property which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution.

e. the first SGD100,000.00 or 10% of the loss amount whichever is the greater in respect of each and every claim for loss or damage to Third Party Property due to vibration removal or weakening of



APPENDIX

COPY

ACCOUNT CODE : 1189301

(MASTER: C000171)

POLICY NO :

SH-CAR-0002107-00000-2014-09

support.

3. The liability of Company under this extension in respect of all or any occurrence shall not exceed SGD10,000,000.00 in the aggregate.

WAIVER OF SUBROGATION CLAUSE

In the event of a claim arising out of this Policy, the Company agreed to waive all rights of subrogation or action which they may have or acquire against any of the parties comprising the "Insured" stated in the schedule of this Policy.





LIST OF CLAUSE ATTACHING TO AND FORMING PART OF POLICY NO : SH-CAR-0002107-00000-2014-09

CO-INSURANCE CLAUSE

It is hereby declared and agreed that any reference to Tenet Sompso Insurance Pte. Ltd. or to the company during the period of insurance shall be deemed to refer to the following insurers for their respective rights and interests and liabilities each for their own proportion of the risk shown hereunder not for another.

The subscribing insurers' obligations under this insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscription. The subscribing insurers are not responsible for the subscription of any co-subscribing insurers who for any reason does not satisfy any part of the obligations.

This insurance is subject in all respects to the terms and conditions of the policy wording agreed by the leading insurer and to follow in every respect all settlements of the leading insurer provided always that such alterations and/or agreement and/or amendments and/or adjustments and/or settlements are in the first instance communicated to all insurer(s) by the broker and agreed upon in writing by all insurers.

All subsequent endorsements or amendments to this policy shall be signed by Tenet Sompso Insurance Pte. Ltd., on behalf of all insurers provided that the same have first been communicated to by the broker and agreed upon in writing by all insurers as aforesaid.

<u>Co-Insurers</u>	<u>Proportion of Co-Insurance</u>	<u>Signature</u>
Tenet Sompso Insurance Pte. Ltd.	40%	
AXA Insurance Singapore Pte Ltd	10%	
First Capital Insurance Limited.	17.5%	
Lloyds Asia – Catlin Singapore Pte Ltd	12.5%	
AIG Asia Pacific Insurance Pte. Ltd.	12.5%	
United Overseas Insurance Limited	7.5%	



Tenet Somp Insurance Pte. Ltd.

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Website: www.tenetsompo.com.sg • Co. Reg. No.: 198905490E • GST Reg. No.: M200903195

CONTRACTORS' ALL RISK INSURANCE

IMPORTANT NOTICE

1. **STATEMENT** Pursuant to Section 25(5) of the Insurance Act (or any subsequent amendments thereof) - 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.
2. Please note that this Insurance is subject to the premium being paid and received in full by the Company
 - (a) before the inception date where the Policy is issued to an Individual; or
 - (b) within the period specified in the Premium Payment Warranty applied to the Policy in all other instances, failing which there will be no liability under this cover.

WHEREAS the Insured named in the Schedule hereto has made to Tenet Somp Insurance Pte. Ltd. (hereinafter called "the Company") a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSES that subject to the Insured having paid to the Company the premium mentioned in the Schedule and subject to the Terms, Exclusions, Provisions and Conditions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

GENERAL EXCLUSIONS

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organisation, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- (b) nuclear reaction, nuclear radiation or radioactive contamination;
- (c) wilful act or wilful negligence of the Insured or of his representatives;
- (d) cessation of work whether total or partial.

In any action, suit or other proceeding where the Company allege that by reason of the provisions of Exclusion (a) 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.

PERIOD OF COVER

The liability of the Company shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. The Company's liability expires for parts of the Insured contract works taken over or put into service.

At the latest the insurance shall expire on the date specified in the Schedule. Any extensions of the Period of Insurance are subject to the prior written consent of the Company.

GENERAL CONDITIONS

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
4.
 - (a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
 - (b) The Insured shall immediately notify the Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the Company.

5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
- (a) immediately notify the Company by telephone as well as in writing, giving an indication as to the nature and extent of loss or damage;
 - (b) take all steps within his power to minimise the extent of the loss or damage;
 - (c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
 - (d) furnish all such information and documentary evidence as the Company may require;
 - (e) inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within fourteen (14) days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repairs or replacement of any minor damage; in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Company does not carry out the inspection within a period of time which could be considered adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Company.
7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference 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 (1) 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 to be appointed in writing by the Arbitrators before the latter enter upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company.
8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three (3) months after such rejection or, in case of arbitration taking place as provided herein, within three (3) months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.
9. If at the time any claim arises under the Policy there is any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

SECTION I – MATERIAL DAMAGE

The Company hereby agrees with the Insured that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the Items specified in the Schedule the sum set opposite thereto and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The Company will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefor has been entered in the Schedule.

SPECIAL EXCLUSIONS TO SECTION I

The Company shall not, however, be liable for

- (a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence
- (b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;
- (c) loss or damage due to faulty design;
- (d) the cost of replacement, repair or rectification of defective material and/or workmanship, 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;
- (e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- (f) loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;
- (g) loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
- (h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;
- (i) loss or damage discovered only at the time of taking an inventory.

PROVISIONS APPLYING TO SECTION I

Memo 1 – Sums Insured

It is a requirement of this insurance that the sums insured stated in the Schedule shall not be less than

- for Item 1 - the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues and materials or items supplied by the Principal;
- for items 2 and 3 - the replacement value of construction plant, equipment and construction machinery which shall mean the cost of replacement of the insured items by new items of the same kind and same capacity; and the Insured undertakes to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Company.

If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

Memo 2 – Basis of Loss Settlement

In the event of any loss or damage the basis of any settlement under this Policy shall be

- (a) in the case of damage which can be repaired – the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or
- (b) in the case of a total loss – the actual value of the items immediately before the occurrence of the loss less salvage,

however, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the Provisions and Conditions have been complied with.

The Company will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) above.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

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

Memo 3 – Extension of Cover

Extra charges for overtime, nightwork, work on public holidays, express freight are covered by this insurance only if previously and specially agreed upon in writing.

SECTION II – THIRD PARTY LIABILITY

The Company will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon

- (a) accidental bodily injury to or illness of third parties (whether fatal or not),
- (b) accidental loss of or damage to property belonging to third parties

occurring in direct connection with the construction or erection of the items insured under Section I and happening on or in the immediate vicinity of the site during the Period of Cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will in addition indemnify the Insured against

- (a) all costs and expenses of litigation recovered by any claimant from the Insured, and
- (b) all costs and expenses incurred with the written consent of the Company

provided always that the liability of the Company under this Section shall not exceed the Limits of Indemnity stated in the Schedule.

SPECIAL EXCLUSIONS TO SECTION II

The Company will not indemnify the Insured in respect of

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
2. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
3. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);
4. liability consequent upon
 - (a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
 - (b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or an employee or workman of one of the aforesaid;
 - (c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
 - (d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.
5. this Policy excludes liability directly or indirectly occasioned by or through or in consequence of seepage pollution and contamination

SPECIAL CONDITIONS APPLYING TO SECTION II

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
2. The Company 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 Company shall thereafter be under no further liability in respect of such accident under this Section.

ADDITIONAL ENDORSEMENTS

The following endorsements shall apply to this Policy unless otherwise stated and/or deleted in the Policy Schedule.

CLARIFICATION AGREEMENT

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- (a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.
Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

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 Name Insured to the Company before cover incept.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT EXCLUSION

It is hereby declared and agreed that a person who is not a party to this Policy Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) (or any subsequent amendments thereof) to enforce any of its terms.

CYBER RISKS EXCLUSION CLAUSE (NMA2915)

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- (a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programme or otherwise, those propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horse' 'worms' and 'time or logic bombs'.

- (b) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by the Policy directly caused by such listed perils.

Listed Perils
Fire
Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by the Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generations. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

ELECTRONIC DATE EXCLUSION

The Company will not pay for any claim of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the Insured or not, occurring at any time to:

- (i) correctly recognize any date as its true calendar date
- (ii) capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

Subject otherwise to the terms, conditions and exclusions of the policy.

GOVERNING LAW

This policy is governed by and interpreted in accordance to the laws of the Republic of Singapore.

JURISDICTION

The indemnity under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.

PERSONAL DATA PROTECTION

In relation to the personal data collected for this insurance Policy, the Insured agreed and acknowledged that:

- a) the Company may collect, use and disclose the personal data for the purposes stated in its Privacy Policy, which include underwriting and administering the insurance Policy (including reinsurance/underwriting, claims processing, investigation, payment and other related purposes);
- b) the Company will not use, disclose or process the personal data for purposes which are not stated in the Privacy Policy or for which the Insured's consent have not been obtained. If the Company wish to use, disclose or process the personal data for another purpose the Company will seek the Insured's prior written consent.
- c) the Company may disclose the personal data for the purposes to a related corporation; subsidiaries, holding companies, associated companies, or affiliates of, any credit bureau; any other person to whom disclosure is permitted or required by any law; and our third party service providers and agents (acting on our behalf). Those recipients may be located in or outside Singapore.

PREMIUM PAYMENT WARRANTY

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within sixty (60) days of the:-
 - (a) inception date of the coverage under the Policy, Renewal Certificate or Cover Note; or
 - (b) effective date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the sixty (60) days period referred to above, then:-
 - (a) the cover under the Policy, Renewal Certificate, Cover Note or Endorsement is automatically terminated immediately after the expiry of the said sixty (60) days period;
 - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) days period; and
 - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$53.50 (inclusive of GST) or the minimum premium applicable for the policy.
3. If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the Period of Insurance.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer shall be deemed to provide cover and no insurer shall 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Japan, United Kingdom or United States of America.

TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, 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 the 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), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, 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.

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

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

TOTAL ASBESTOSIS EXCLUSION

This contract 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.