

SPECIMEN

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It is hereby understood and agreed that in the event of any employee employed by the within Named Insured or any dependent of such employee bringing or making a claim under any Work Injury Compensation Legislation for the time being in force and mentioned in the Schedule of this Policy against the said Principal for personal injury by accident or disease sustained whilst at work on any contract covered by the terms and conditions of this Policy which the Insured may be carrying out for the said Principal the Company will indemnify the said Principal against such claim and any costs charges and expenses in respect thereof.

Provided always that the Company shall be entitled to have the sole conduct and control of all proceedings connected with claims covered by this Endorsement. Nothing in the Endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said legislation.

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In consideration of premium being paid on the total payment to Contractors who contract to provide labour only, it is hereby agreed that in the event of accidents sustained by such Contractors or Workmen engaged by such Contractors whilst working under contract with the Insured in connection with the work in respect of which this is granted, the Company will not raise the defence that there is no contract of service between the Insured and such Contractors or workmen engaged by such Contractors.

Memo 1

It is hereby understood and agreed that Condition No. 9 in the printed policy wording is deemed deleted.

Memo 2

It is hereby understood and agreed that the "Avoidance of Certain Terms and Rights of Recovery" in the printed policy wording shall not apply to the Employer and Project Manager.

Memo 3

It is hereby understood and agreed that Exceptions (2) and (3) of this Policy are deemed deleted.

Memo 4

It is hereby understood and agreed that the "Warranty" clause in the printed policy wording shall not apply to the Employer and Project Manager.

Memo 5

It is hereby understood and agreed that the Average Clause in the printed policy wording is deemed deleted.

Memo 6

It is hereby understood and agreed that "Non-Contribution Clause" is deemed deleted.

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NOMINATED LOSS ADJUSTERS CLAUSE

It is hereby declared and agreed that, in the event of any claim made or notified under this policy, the claim shall be surveyed, investigated and adjusted under the terms and conditions of the policy by:

Nominated Loss Adjuster: Cunningham Lindsey (S) Pte Ltd

In the event that the nominated loss adjuster has a conflict of interests and/or by mutual agreement between the insurers and Marsh, on behalf of the Insured, the following alternative firm of loss adjusters may be appointed:

Alternatives: Crawford & Company International Pte Ltd,
 or any other firm as agreed between insurers
 and Marsh, on behalf of the Insured

During weekends, public holidays, bank holidays or outside normal working hours, the Insured or Marsh is allowed to arrange for urgent surveys by any one of the above nominated loss adjusters.

TRAVELLING TO AND FROM WORK EXTENSION INCLUDING MEAL BREAK (EXCLUDING MOTORCYCLING OR PILLION RIDER) (LIMIT: _____)

It is hereby noted that this Policy is extended to include accidents in the following circumstances happening to an employee on any working day in pursuance of or arising out of and/or in the course of his employment by the Insured:

- i. is travelling between his place of employment and place of residence within Singapore
- ii. is released during meal breaks and for social and recreational activities organized by the Insured within Singapore

Provided always that any injuries giving rise to claim under this Policy is not incurred during or after any substantial interruption or deviation from the journey made for a reason or purpose unconnected with his employment.

WAIVER OF SUBROGATION OF RIGHTS CLAUSE

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that in the event of a claim, the Company will not exercise their subrogation rights against the Employer and Project Manager.

ELECTRONIC DATA EXCLUSION

There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- (b) media or systems used in connection with any of the foregoing

whether the property of the Insured or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

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- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

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 (Right of Third Parties) Act to enforce any of its terms.

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;

1. 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
2. any act of terrorism including but not limited to
 - a the use or threat of force, violence and/or
 - b 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
3. any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above

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

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: -

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

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ASBESTOS EXCLUSION (APPLICABLE TO COMMON LAW CLAIMS ONLY)

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