CONTRACTORS’ ALL RISKS
INSURANCE POLICY

THE INSURED having applied to the Insurers for the insurance hereinafter expressed

NOW THEREFORE in consideration of the payment of the Premium

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

GENERAL EXCEPTIONS

1. This insurance does not cover any loss, destruction, damage or liability directly or indirectly occasioned by or through or in consequence of

   (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war

   (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, conspiracy, military rising, insurrection, rebellion, revolution, military or usurped power

   (c) the act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence

   (d) (i) permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority

   (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

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

(a) any accident or any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any legal liability of whatsoever nature

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

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

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear. The expression “Conditions of the Contract” shall mean the conditions stipulated by the Principal and agreed by the Insured Contractor(s) in connection with the Project.

2. The Insured shall take all reasonable precautions in the selection of labour and for the safety of the property insured and shall at all times maintain in efficient condition all plant, machinery and equipment used in connection with the Project. The Insured shall also take and cause to be taken all reasonable precautions to prevent accidents and shall ensure that all plant, machinery and equipment requiring inspection under any statute or order shall be so inspected.

The Insurers’ representatives shall have access to the Project Works at all reasonable times and have the right to examine any plant, machinery and equipment used in connection with the Project Works.

3. The Insured shall

   (a) immediately upon having knowledge of any event giving rise or likely to give rise to a claim under the Policy, give notice in writing thereof to the Insurers and at his own expense as soon as practicable supply such particulars as may reasonably be required by the Insurers

   (b) send to the Insurers immediately on receipt any writ, summons or other proceedings which may be commenced against the Insured

   (c) give to the Insurers all information and assistance to enable them to settle or resist any claim or institute proceedings

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

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

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

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

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

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

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

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

7. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing rights and remedies or for obtaining relief of indemnity from other parties to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any loss or damage or claim under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Insurers.

8. If a claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof the claim shall not be recoverable hereunder.

9. The Insured shall within one month of the expiration of the Period of Insurance furnish to the Insurers a declaration of the actual total contract price and if such price shall differ from the original total contract price the premium shall be suitably adjusted.

10. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or, in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Insurers. If the Insurers shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or compiled with by him and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Insurers to make any payment under this Policy.

12. This policy shall be construed in accordance with the laws of the Republic of Singapore. The parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

13. All Contracts awarded by the Employer shall be admitted into the Blanket Insurance Scheme on a 'risk attaching' basis provided the commencement date falls within the Period of Insurance as stated under the Schedule of this Policy.
DEFINITIONS

1. Project

Project comprises of the following Project Development Contracts:

- And other building works to be advised in due time not exceeding S$100 million in contract value any one contract

And the following categories of Renovation and Redecoration Contracts and Term Contracts (not exceeding 5 years and S$100 million in contract value any one contract):

- Supply and Installation of Goods
- Mechanical & Electrical
- Painting
- Landscaping / Horticulture
- Building Works
- Facilities Management
- Minor Alteration and Additions (excluding basement works)
- Minor Civil and Building Works (excluding basement works)
- Cleaning and Conservancy
- Maintenance Services
- Minor Demolition Works
- Soil Investigation Works

2. Permanent Works

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

3. Temporary Works

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

(a) Contractor’s worker accommodation unless their full value has been included in the Contract Sum and declared in the Policy Schedule;

(b) Contractor’s site office and contents unless their full value has been included in the Contract Sum and declared in the Policy Schedule;

(c) Tools and equipment intended for re-use after completion of the Permanent Works

4. Project Works

All Permanent Works and Temporary Works, and materials belonging to the Insured or for which they are or hold themselves responsible brought onto the Project site for the purpose of the Project.

5. Maintenance/Defects Liability Period

Maintenance/Defects Liability Period shall mean the period(s) as defined in the insured contracts in relation to the Project during which contractors are contractually obliged to return to the Project site to rectify defects and fulfill outstanding contractual obligations.
6. **Existing Property**

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

- Civil structures
- Buildings
- Mechanical &/or Electrical &/or Electronics &/or Computer equipment, system or installation
SECTION I - INSURANCE OF PROJECT WORKS

The Insurers will by payment indemnify the Insured in respect of loss or destruction of or damage to the property insured arising from any cause (other than as provided in the General Exceptions or in the Exceptions to this Section contained hereinafter) whilst at the Project site.

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

Upon the occurrence of any accidental physical loss or destruction of or damage to the property insured the sum insured in respect of the Item or Items concerned shall immediately stand reduced by the amount paid or payable under the Policy in respect of such loss, destruction or damage.

The Insurers' liability shall cease

(a) in respect of any part of the Project Works taken over or taken into use by the Principal prior to the end of the Period of Insurance after issuance of completion certificate to Contractor, at the date of being so taken over or into use after issuance of completion certificate to Contractor and

(b) in respect of any remaining part of the Project works, at the end of the Period of Insurance.
EXCEPTIONS TO SECTION I

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

1. loss or destruction of or damage to any locomotive, waterborne vessel or craft, aircraft or any mechanically propelled vehicle other than vehicles used at the Project site and forming part of the property insured

2. loss or destruction of or damage to cash, bank notes, treasury notes, cheques, postal orders, money orders, stamps, securities, deeds, bonds, bills of exchange or promissory notes

3. loss, destruction or damage (other than by fire or explosion) due to
   (a) wear and tear, rust, mildew or deterioration
   (b) insects, larvae or vermin of any kind
   (c) acts of the Insured (not of his employees) which are contrary to the recognized rules of engineering or to any legislation or regulations issued by an authority
   (d) cessation of work whether total or partial

4. the cost of
   (a) replacement, repair or rectification of loss of or damage to items due to defective material and/or workmanship and/or faulty design, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship and/or faulty design
   (b) normal upkeep or normal making good

5. loss of any property by disappearance or by shortage where such loss is revealed only by the making of an inventory or a periodic stock taking

6. loss occasioned by or through or in consequence of the destruction of or damage to the property insured by order of any lawfully constituted authority

7. consequential loss of any kind or description whatsoever, including penalties, fines, loss of contracts and loss arising from delay in completing or negotiating contracts

8. The amount(s) stated in the Deductible Clause(s) in the Schedule
SECTION II - LIABILITY TO THIRD PARTIES

The Insurers will indemnify the Insured against

(a) all sums which the Insured shall become legally liable to pay for compensation in respect of

   (1) bodily injury to or illness of any person

   (2) loss of or damage to property

   occurring as a result of an accident occurring within the Territorial Limits and arising out of the performance of the Project during the Period of Insurance

(b) in addition all costs and expenses of litigation

   (1) recovered by any claimant against the Insured

   (2) incurred with the written consent of the Insurers in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

If any claim against the Insured exceeds the Limit of Indemnity shown in the Schedule the liability of Insurers in respect of additional legal costs and expenses shall be limited in the same proportion that the Limit of Indemnity hereunder bears to the total claim against the Insured.

LIMIT OF INDEMNITY

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

EXCEPTIONS TO SECTION II

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

(1) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement

(2) liability in respect of

   (a) injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured

   (b) any sums payable by the Insured under legislation relating to occupational injury or illness

(3) liability in respect of loss of or damage to property belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured

(4) liability in respect of injury, illness, loss or damage caused by or in connection with or arising from

   (a) the use of any mechanically propelled vehicle which when the accident giving rise to the liability occurred was required to be insured by any provisions of any legislation relating to the compulsory insurance of motor vehicles or the use thereof

   (b) the ownership or possession or use by or on behalf of the Insured of any locomotive, aircraft or waterborne vessel or craft
(5) liability arising out of technical or professional advice given by the Insured or any person acting on behalf of the Insured

(6) the amount(s) stated in the Deductible Clause(s) in the Schedule
CLAUSES APPLICABLE TO SECTION I

1. BASIS OF INDEMNITY

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

a) in respect of damage which can be repaired, the cost of repairs necessary to restore the insured property to its condition immediately before the occurrence of the loss or damage, less the value of any salvage; or

b) in respect of total loss or destruction, the cost of reconstruction or replacement of the insured property by property substantially the same as, but not better or more extensive than that lost or destroyed, less the value of any salvage.

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

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

2. OFF-SITE STORAGE AND FABRICATION

It is hereby noted and agreed that Section I of this Policy is extended to cover loss of or damage to materials and equipment in connection with the Project Works belonging to or in the care custody or control of the Insured whilst during off-site fabrication and/or in off-site storage elsewhere in the territory of Singapore other than on the Project site. Provided that the limit for such other storage and fabrication site/location does not exceed 20% of contract value or S$5,000,000, whichever is the lower, any one accident, per declared Contract.

3. INLAND TRANSIT

This Policy extends to cover inland transit anywhere within Singapore subject to a limit of 20% of contract value or S$5,000,000, whichever is the lower, any one conveyance, per declared Contract (excluding transits specifically insured under a marine cargo policy).

4. PLANS AND DOCUMENTS

This Policy is extended to indemnify the Insured against the necessarily incurred costs of re-writing or re-drawing of plans and drawings or other contract documents lost destroyed or damaged as a result of a peril insured hereunder wherever such loss destruction or damage shall occur.

Such indemnification shall however be limited to:

a) a maximum amount of 20% of contract value or S$2,000,000, whichever is the lower, any single occurrence or series of occurrences arising out of any one event, per declared Contract.

b) the cost of labour expended in such re-writing or re-drawing including all necessary overtime working or research

5. ESCALATION CLAUSE
If during the Period of Insurance the actual contract price for the Project works shall be in excess of the estimated contract price then the sum insured on Item 1 shall be increased by the amount of such excess but not exceeding in all 15% of the sum insured on Item 1 as shown in the Schedule.

6. PAYMENT ON ACCOUNT CLAUSE

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

7. TIME ADJUSTMENT

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

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

8. CLAIM PREPARATION COSTS (LIMIT: 20% of contract value or S$2,000,000, whichever is the lower any one claim, per declared Contract)

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

9. LOSS PAYEE

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

10. PUBLIC AUTHORITIES

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

1) The amount recoverable under this extension shall not include:

   (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-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 property
(b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen

(c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws

2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under this extension not being thereby increased

3) If the liability of the Insurers under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion

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

11. ARCHITECTS’ SURVEYORS’ & CONSULTING ENGINEERS’ FEES (COVER FOR PROFESSIONAL FEES)

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

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

12. COVER FOR REMOVAL OF DEBRIS

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

(i) removing debris
(ii) dismantling and/or demolishing
(iii) shoring up or propping
(iv) effecting temporary repairs

of the proportion or portions of the property insured by this Policy (including the Insured’s legal liability for the cost of removal of debris, dismantling, demolishing, or repairing adjoining premises on the site) destroyed or damaged by fire or lightning or other peril insured against by this Policy.

Provided that: -

(a) the liability of the Insurers under this clause shall in no case exceed the Sum Insured specified in the Schedule.
13. COVER OF EXTRA CHARGES FOR OVERTIME NIGHT WORK ON PUBLIC HOLIDAYS

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 to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight)

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

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

Limit of indemnity any one occurrence: - (Limit: 20% of contract value or S$2,000,000, whichever is the lower, any one occurrence, per declared Contract)

14. COVER OF EXTRA CHARGES FOR AIRFREIGHT

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 to cover extra charges for airfreight.

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

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

Maximum amount payable: - 20% of contract value or S$2,000,000 whichever is the lower any one occurrence, per declared Contract)

15. COVER FOR INSURED PROJECT WORKS TAKEN OVER OR PUT INTO SERVICE

Notwithstanding the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this section of the Policy shall be extended to cover loss of or damage to parts of the insured Project Works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section I and happens during the Period of Insurance.

16. AUTOMATIC REINSTATEMENT OF LOSS CLAUSE

Notwithstanding the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, in the event of any loss covered by this Policy and in the absence of written notice by the Insurers to the contrary, the amount of insurance cover reduced by such loss will be automatically reinstated as from the date of the loss provided the Insured pays the appropriate additional premium computed from the date of the loss to the expiry of the Period of Insurance. It being understood that the said additional premium shall be disregarded for the purpose of any adjustment of premium under Condition 9.

17. MARINE CARGO INSURANCE (50/50)

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

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

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

18. CESSATION OF WORK

Notwithstanding Exception 3(d) to Section I, this Policy shall not be suspended in the event of stoppage of work by the Contractor on the Project site from any cause for a period not exceeding 90 days.

In the event of partial or total cessation of work, the Insured shall use diligence and do all things reasonably practicable to protect the insured property.

19. EMPLOYEES’ PERSONAL EFFECTS AND TOOLS

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

The liability of Insurer(s) shall not exceed 20% of contract value or maximum S$1,000 whichever is lower (after application of the amount specified in (a) below) in respect of any one employee, and 20% of contract value or maximum S$100,000 whichever lower to apply in the aggregate, per declared Contract.

Insurer(s) shall not be liable for:

(a) the first S$250 of all costs and each Event
(b) loss or damage which occurs other than at the Project site or working area or in transit thereto or therefrom
(c) motor vehicles, precious metals, precious stones or articles made therefrom or money

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

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

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 hereof,
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 willful act of any striker or locked-out worker done 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 insofar as the same are expressly varied by the following Special Conditions and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,

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 Clause had not been made thereon.

Special Conditions

1. This insurance does not cover
   a. loss or damage resulting from total or partial cessation of work or retarding or interruption or cessation of any process or operation,
   b. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
   c. loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.

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

2. This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any, of the following occurrences, namely
   a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
   b. mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
   c. any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism of violence.

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

3. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post to the Insured’s last known address, in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of cancellation.
21. 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.

22. 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

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.

   Opening for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out-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. 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 contractor’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;

7. the site is fenced off and access controlled.
CLAUSES APPLICABLE TO SECTION II

1. ADDITIONAL INDEMNITIES CLAUSE

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

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

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

2. COVER FOR CROSS LIABILITY

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

3. UNDERGROUND SERVICES WARRANTY

The Insurers 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.

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

4. PUBLIC RELATIONS

The Insurers note and agree that during the Period of Insurance, the Insured may organise events involving members of the public such as exhibitions, publicity events, opening ceremonies and the like which Insurers shall regard as activities in performance of the Project.
5. **CYBER LIABILITY EXCLUSION**

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

6. **PUNITIVE AND EXEMPLARY DAMAGE EXCLUSION**

It is hereby declared and agreed that this Policy excludes all sums which the Insured shall become legally liable to pay as fines, penalties, punitive or exemplary damages in consequence of an award against the Insured made in any Civil Court.

7. **PURE FINANCIAL LOSS EXCLUSION**

Notwithstanding anything contained to the contrary, this Policy shall exclude any claims for compensation or damage for pure financial or pecuniary losses.

8. **FINES, PENALTIES AND LIQUIDATED DAMAGES**

It is hereby declared and agreed that this Policy excludes fines, penalties and liquidated damages.

9. **VIBRATION, REMOVAL OR WEAKENING OF SUPPORT**

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 II of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that:

- The Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse;

- The Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken;

- The Insured if required shall before commencement of construction and at their own expense prepare a report on the condition of any endangered property or land or building.

The Insurers will not indemnify the Insured in respect of liability for:

- Loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,

- Superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,

- The costs of loss prevention or minimization measures which become necessary during the period of insurance.
10. NON-NEGligence Cover (RIBA 19(2)(a))

Notwithstanding anything to the contrary contained herein Section II of this Policy is extended to include any expense, liability, loss, claim or proceeding 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 excepting damage:

i. caused by the negligence, omission or default of the Contractor, his servants or agents or of any sub-contractor his servants or agents;

ii. attributable to errors or omissions in the designing of the Works;

iii. Which can be reasonably foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution;

iv. which is the responsibility of the Principal under the provision of the contract;

v. arising from a nuclear risk or a 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 shall not be indemnifiable under the Policy.

Provided that:

i. The liability of the Insurer(s) under this extension in respect of all or any occurrence shall not exceed $10,000,000 in the aggregate.

ii. The Insurer(s) shall not be liable for the first $15,000 or 10% of the loss whichever is higher, of each and every occurrence.

11. LTA Special Endorsements for Road Opening Works

The following Special Endorsements are incorporated to comply with the Land Transport Authority’s Code of Practice for Road-Opening Works for all road opening and minor sewers works required in connection with the insured Project.

In these LTA Special Endorsements for Road Opening Works, all references to “the Principal” shall mean the Land Transport Authority of Singapore and “the Corporation” shall mean the Insurers.

(i) ENDORSEMENT A – INJURY TO PERSONS

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

(ii) ENDORSEMENT B – DAMAGE TO PROPERTY

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

(iii) CROSS LIABILITY CLAUSE

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

12. PROFESSIONAL LIABILITY EXCLUSION

This Policy does not cover legal liability arising from error or omission in design specification or professional advice given administered or prepared by the Insured or by any person acting on behalf of the Insured.

13. COMPLETED OPERATIONS EXCLUSION

This Policy does not cover liability directly or indirectly caused by, arising out of or in any way connected with completed operations.
CLAUSES APPLICABLE TO SECTIONS I & II

1. **APPROVED ADJUSTERS**
   
   It is hereby agreed and declared that any loss under the Policy will be assessed by [loss adjuster to be appointed] and agreed.

2. **EXTENDED MAINTENANCE COVER**
   
   This insurance shall provide indemnity in respect of any loss, destruction or damage during the Defects Liability Period of insured contracts:

   (a) arising from a cause occurring during the contract period but prior to the commencement of the Defects Liability Period or;
   
   (b) occasioned by an insured Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under the Conditions of the Contract.

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

3. **CYBER PRIMARY EXCLUSION**
   
   This Policy does not cover

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

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

**DEFINITION**

**Defined Contingency**

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

**Virus or Similar Mechanism**

Virus or Similar Mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect

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Arranged by Marsh Construction Specialty
computer programs, data files or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.  

Hacking  

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

4. CONDITION PRECEDENT  

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

(a) for the risk insured, the named Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or 

(b) if the named Insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months: 

(i) the named Insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and 

(ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the Insurers before cover incepts.

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

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

6. POLITICAL RISKS EXCLUSION  

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

(i) permanent or temporary dispossession resulting from confiscation nationalization commandeering or requisition by any lawfully constituted authority

(ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

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

(iii) the destruction of property by order of any public authority

in any action suit or other proceeding where the Insurers alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.
7. **INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION 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 components 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

8. **WAR & TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance 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.
9. **INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE (NMA 1685)**

This insurance does not cover any liability for:

1. Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Policy.

2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Policy.

3. Fines, penalties, punitive or exemplary damages.

This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this clause not been attached.

10. **DATE RECOGNITION GENERAL 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 recognize 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

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

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

(a) Section 1 - Material Damage

This general exception does not apply in respect of theft involving forcible entry or exit, to the extent provided by this Policy.

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

11. 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.

12. PREMIUM PAYMENT WARRANTY

1. Notwithstanding anything herein contained but subject to clause 2 hereof, it is hereby agreed and declared if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Corporation (or the intermediary through whom this Policy was effected) within 60 days of the:

   (a) inception date of the coverage under this 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 Corporation (or the intermediary through whom this Policy was effected) within the 60-day 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 60-day period;

   (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and

   (c) the Corporation shall be entitled to a pro-rata time on risk premium subject to a minimum of S$25.00.

3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Corporation (or the intermediary through whom this Policy was effected) within the period of insurance.
13. 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 or United Kingdom or United States of America.

14. COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT (LMA5397)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
   2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
   2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
   2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

15. PROPERTY CYBER & DATA ENDORSMENT (LMA 5400)

1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
   1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
   1.2 Loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a
previour generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

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

5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

8. Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

9. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

10. Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

Condition Precedent

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

(c) 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
(d) if the named Insured has declared that it has breached any premium payment condition in respect of a previous policy taken up with another insurer in the last twelve (12) months:

   (i) the named Insured has fully paid all outstanding premium for time on risk calculated by the previous insurer based on the customary short period rate in respect of the previous policy; and

   (ii) a copy of the written confirmation from the previous insurer to this effect is first provided by the named insured to the Insurers before cover incepts.

16. TOTAL ABESTOS EXCLUSION CLAUSE

This policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
SCHEDULE

Policy Number: ____________________

NAME OF INSURED

Contractor(s)
All Contractors &/or all sub-contractors of every tier that may be appointed from time to time

Employer/ Principal
Nanyang Technological University

Others
1. In any tier suppliers, consultants and their authorised representatives in respect of their site activities only
2. Land Transport Authority of Singapore as Principal in respect of the Proposed Road Works, Minor Sewers on Roads affected and Road Opening Works

All for their respective rights and interests

PERIOD OF INSURANCE/ADMITTANCE PERIOD

21 February 2022 to 20 February 2025 (Singapore Time) both days inclusive and/or automatically held covered if an extension is required, subject to additional premium not exceeding pro-rata. Plus 12 months Maintenance/Defects Liability Period thereafter.

PROJECT

All Building Contracts under Project Development and Contracts under Renovation and Redecoration and Term Contracts (please refer to Definitions for full details)

TERRITORIAL LIMITS

Singapore
SECTION I

INTEREST

ITEM | SUM INSURED
--- | ---
01. Permanent Works and Temporary Works erected in performance of the Project described above and the materials belonging to the Insured or for which they are or hold themselves responsible brought onto the Project site for the purpose of the carrying out of the Project | To be declared
02. Cover for Professional Fees (10% of Item 01.) | To be declared
03. Cover for Removal of Debris (5% of Item 01.) | To be declared
04. Constructional plant and equipment | Not Insured

Total Sum Insured | To be declared

SPECIAL EXTENSION

Cover for Existing Property – Sum Insured of S$1,000,000 for each and every declared contract to be provided on first loss basis (i.e. average condition shall not apply), subject to the provisions of the Reinstatement of Loss Clause.

SECTION II

LIMIT OF INDEMNITY

The liability under this Section for all damages payable to any one claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrence of a series consequent upon or attributable to one source or original cause shall not exceed S$10,000,000.

Unlimited any one Period of Insurance
DEDUCTIBLE CLAUSE (SECTION I)

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

In respect of Project Development

(1) S$15,000 or 10% of loss whichever is the higher in respect of loss, destruction or damage due to defective design plan specification material workmanship

(2) S$15,000 or 10% of loss whichever is higher in respect of loss, destruction or damage to temporary structures, piling, sub-structures and basement works

(3) S$15,000 in respect of loss, destruction or damage by flood, fire, storm, tempest, typhoon, frost, earthquake, subsidence, landslip or collapse

(4) S$3,500 in respect of any other loss, destruction or damage

In respect of Direct Fit-Out Contracts and Renovation and Redecoration Contracts and Term Contracts

(1) S$2,000 for each and every occurrence

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

DEDUCTIBLE CLAUSE (SECTION II)

It is agreed that for each and every occurrence giving rise to a claim or series of claims under Section II of this Policy, the Insured shall be responsible for the first amount of:

In respect of Project Development

(1) S$15,000 or 10% of loss amount whichever is the higher in respect of loss or damage to third party property caused by collapse, subsidence, vibration, weakening or removal of support or lowering of ground water, Riba 19(2)(a)

(2) S$15,000 or 10% of loss amount whichever is the higher in respect of loss or damage to underground services

(3) S$3,500 in respect of other third party property damage

In respect of Direct Fit-Out Contracts and Renovation and Redecoration Contracts and Term Contracts

(1) S$2,000 in respect of third party property damage

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

PREMIUM

As agreed

For and on behalf of the Insurers