

"BLANKET" PUBLIC LIABILITY POLICY (PSAM)

NOTES:-

- (i) Unless otherwise stated elsewhere, the Public Liability Policy required for the Works will be covered under the "Blanket Policy" taken out by PSA Marine (Pte) Ltd ("PSAM") on behalf of the Contractor. This blanket insurance scheme is arranged by KIB Insurance Brokers (S) Pte Ltd. The premium required for this policy will be borne by PSAM
- (ii) The terms and conditions stipulated in the "Blanket" Public Liability Policy are the minimum requirements. The Contractor shall be required to insure against any other additional requirements deemed necessary but not covered by the "Blanket" Public Liability Policy. The insurance premiums required for such additional coverage shall be allowed for and included in the Contractor's tender price.
- (iii) Notwithstanding the foregoing provisions the Contractor may be terminated from the "Blanket Policies" for this Contract at any time at the absolute discretion of PSAM by giving fourteen (14) days notice in writing and without having to give reasons should PSAM be of the opinion it should be so terminated on account of adverse claim experience or from whatever other justifiable cause. Under such circumstances, the Contractor should obtain from KIB Insurance Brokers (S) Pte Ltd or from elsewhere at their own expense and submit proof of the replacement insurance policies of equal terms/conditions of coverage and in the joint names of PSAM and the Contractor within the said period of fourteen (14) days. Should the Contractor fail to obtain the said replacement policies, PSAM may after the expiry of the said fourteen (14) days period and at the expense of the Contractor obtain the replacement policies for the Contractor for the remaining period of the Contract.
- (iv) For avoidance of doubts only, the provisions in this Contract on insurance are without prejudice to and shall not in any way affect any of the liabilities whatsoever of the Contractor under the Contract including but not limited to damage to persons and properties.
- (v) All the aforesaid notes shall be incorporated and formed part of the Conditions of Contract for this project.
- (vi) The Contractor shall report any accident at site to the Superintending Officer. In the event of a claim, please notify :

KIB Insurance Brokers (S) Pte Ltd
460 Alexandra Road
#26-01/02 PSA Building
Singapore 119963
Tel No. 6377 9033
Fax No. 6377 9030

Contact Person: Ms Winnie Loh (DID: 6377 9051)
(E-mail: wloh@kib.com.sg)
Ms Oh Li Ting (DID: 6377 9051)
(E-mail: ltoh@kib.com.sg)

Please quote the PSAM Contract No. and Contract Commencement Date

SCHEDULE

TYPE	PUBLIC LIABILITY INSURANCE
INSURED	PSA MARINE (PTE) LTD AND/OR SUBSIDIARIES AND/OR ASSOCIATED AND/OR AFFILIATED AND/OR RELATED COMPANIES INCLUDING THOSE WHICH ARE ACQUIRED OR CONSTITUTED OR INCORPORATED DURING THE PERIOD OF INSURANCE AND/OR CONTRACTORS AND/OR SUB-CONTRACTORS INCLUDING NOMINATED SUB-CONTRACTORS AS MAY FROM TIME TO TIME BE DECLARED FOR THEIR RESPECTIVE RIGHTS AND INTERESTS
BUSINESS	INCLUDING BUT NOT LIMITED TO PILOTAGE, TOWAGE, MARINE ADVISORY SERVICE, MARINE CONSULTANCY AND/OR SUPPLY OF WATER FOR WATERBOATS
PERIOD	AS ARRANGED UNTIL CANCELLED COVERAGE COMMENCES FROM DATE OF SITE POSSESSION OR COMMENCEMENT OF CONTRACT TO COMPLETION OR EXTENDED COMPLETION (WHICHEVER IS THE LATER), INCLUDING ALL VARIATION WORKS/ORDERS PLUS THE MAINTENANCE OR DEFECTS LIABILITY PERIOD. EXCLUDING ALL LIABILITIES ARISING FROM ANY CONTRACT WHERE WORK COMMENCES PRIOR TO POLICY INCEPTION
COVER	INDEMNITY AGAINST ALL SUMS WHICH THE INSURED BECOMES LEGALLY LIABILITY TO PAY AS DAMAGES IN RESPECT OF - A) BODILY INJURY (INCLUDING DEATH OR DISEASE) TO ANY PERSON B) LOSS OF OR DAMAGE TO PROPERTY ARISING IN CONNECTION WITH THE CONTRACT WORKS COVERED UNDER THE POLICY. IN ADDITION, INSURER WILL PAY CLAIMANTS' AND INSURED'S COSTS AND EXPENSES, SUBJECT TO THE INSURER'S PRIOR AGREEMENT.
CONTRACTS TO BE COVERED	1. ANY FORM OF SUB-AQUEOUS WORK INCLUDING DIVING WORKS AND/OR RELATED ACTIVITIES 2. ALL FORMS OF VOYAGE REPAIRS INCLUDING OFFSHORE RISKS AND SEA TRIALS 3. COVERAGE EXCLUDES CONTRACTS WHERE: A. THE CONTRACT PERIOD (INCLUDING MAINTENANCE PERIOD) EXCEEDS 4 YEARS B. THE CONTRACT VALUE EXCEEDS S\$10,000,000

ATTACHING TO AND FORMING PART OF SCHEDULE

CONTRACT VALUE (CV)	AS AWARDED
LIMIT OF INDEMNITY	<p>A. CONTRACT VALUE NOT EXCEEDING S\$1,000,000 S\$1,000,000 ANY ONE ACCIDENT/OCCURRENCE UNLIMITED ANY ONE PERIOD</p> <p>B. CONTRACT VALUE EXCEEDING S\$1,000,000 BUT NOT EXCEEDING S\$10,000,000 S\$2,000,000 ANY ONE ACCIDENT/OCCURRENCE UNLIMITED ANY ONE PERIOD</p>
TERRITORIAL LIMIT	ANYWHERE WITHIN THE REPUBLIC OF SINGAPORE
CONDITIONS / CLAUSES	<p>AS PER INSURER'S PUBLIC LIABILITY POLICY, SUBJECT TO THE FOLLOWING:-</p> <ol style="list-style-type: none">1. APPROVED ADJUSTERS CLAUSE- CRAWFORD-THG (SINGAPORE) PTE LTD2. CLAIMS CONDITION - THE INSURER WILL APPOINT A LAWYER MUTUALLY AGREED BY PSA MARINE (PTE) LTD AND THE INSURER TO DEFEND ANY CLAIM MADE AGAINST PSA MARINE (PTE) LTD AND PAYABLE UNDER THE POLICY. AS AND WHEN REQUESTED BY PSAM, SUCH LAWYER WILL EXPEDITIOUSLY PROVIDE PSAM WITH HIS/HER WRITTEN OPINION ON THE STRENGTHS AND WEAKNESSES OF THE DEFENCE AND/OR UPDATES OF ANY LEGAL PROCEEDINGS AND/OR SETTLEMENT NEGOTIATIONS3. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 20014. CROSS LIABILITY5. DELETION OF THE FOLLOWING EXCLUSIONS:<ul style="list-style-type: none">▪ ANY STRUCTURE OR LAND DUE OR ALLEGED TO BE DUE TO VIBRATION OR TO THE WITHDRAWAL OR WEAKENING OF SUPPORT▪ PROPERTY HELD IN TRUST BY OR IN THE CUSTODY OR CONTROL OF THE INSURED OTHER THAN PREMISES AT WHICH THE INSURED IS UNDERTAKING WORK IN CONNECTION WITH THE BUSINESS▪ THAT PART OF ANY PROPERTY WORKED UPON BY THE INSURED OR ANY PERSON ACTING ON BEHALF OF THE INSURED WHICH ARISES OUT OF SUCH WORK6. ELECTRONIC DATE EXCLUSION CLAUSE7. FALSE ARREST8. FIRE, EXPLOSION AND FLOOD9. FIRE BRIGADE AND WATER DAMAGE10. FIRST AID FACILITIES11. INDEMNITY TO PRINCIPALS12. INTERNET LIABILITY EXCLUSION13. LOADING AND UNLOADING OF VEHICLES14. PLANT AND MACHINERY

ATTACHING TO AND FORMING PART OF SCHEDULE

**CONDITIONS / CLAUSES
(CONT'D)**

15. TERRORISM EXCLUSION
16. TOTAL ASBESTOS EXCLUSION
17. USE OF LIFTING MACHINERY
18. VIBRATION, REMOVAL OR WEAKENING OF SUPPORT ENDORSEMENT
19. DELETION OF GENERAL EXCEPTION: CLAIMS ARISING OUT OF ADVICE, DESIGN, FORMULA OR SPECIFICATION PROVIDED FOR A FEE
20. DELETION OF GENERAL EXCEPTION - CLAIMS, DAMAGES, COSTS AND EXPENSES ARISING OUT OF ANY OBLIGATION ON THE INSURED OR OTHERS TO TEST FOR, MONITOR, CLEAN UP, REMOVE, CONTAIN, TREAT DETOXYFY OR NEUTRALISE OR IN ANY WAY RESPOND TO OR ASSESS THE EFFECTS OF POLLUTANTS ON STRUCTURES, PREMISES, SITES OR LAND CURRENTLY OR PREVIOUSLY OWNED, OCCUPIED, USED BY OR UNDER THE CONTROL OF THE INSURED WHERE THE OBLIGATION ARISES OUT OF SUCH OWNERSHIP, OCCUPANCY, USE OR CONTROL BY THE INSURED. (THE ABOVE EXCLUSION WILL ONLY BE DELETED ON THE BASIS THAT THE POLLUTION IS SUDDEN AND ACCIDENTAL)
21. WAIVER OF SUBROGATION AGAINST PSA MARINE (PTE) LTD AND/OR SUBSIDIARIES AND/OR ASSOCIATED AND/OR AFFILIATED AND/OR RELATED COMPANIES INCLUDING THOSE WHICH ARE ACQUIRED OR CONSTITUTED OR INCORPORATED DURING THE PERIOD OF INSURANCE
22. NOTED AND AGREED THAT WATER DAMAGES HOWSOEVER CAUSED IS COVERED SUBJECT TO EXCESS OF S\$5,000 PER OCCURRENCE
23. MOTOR VEHICLE CONTINGENT LIABILITY EXTENSION

IT IS HEREBY NOTED DECLARED AND AGREED THAT THE WITHIN MENTIONED POLICY IS EXTENDED TO COVER THE INSURED'S LEGAL LIABILITY FOR DEATH OR BODILY INJURY AND/OR LOSS OR DAMAGE TO THIRD PARTY PROPERTY AS WITHIN DEFINED ARISING OUT OF THE USAGE OF AUTOMOBILES IN THE COURSE OF THEIR BUSINESS PROVIDED THAT SUCH LIABILITY IS NOT ALREADY INSURED BY ANY OTHER POLICY SUBJECT OTHERWISE TO THE TERMS, EXCEPTIONS AND CONDITIONS OF THIS POLICY

IN RESPECT OF THE ABOVE EXTENSION, CONTRACTORS ARE TO INSURE THE OPERATION RISK UNDER THEIR MOTOR INSURANCE AND THE ABOVE MENTIONED EXTENSION WILL RESPOND ON CONTINGENCY BASIS.

EXCESS

1. CARE, CUSTODY AND CONTROL AND ITEMS WORKED UPON EXTENSION – 10% OF CLAIM MIN S\$25,000 ALL CLAIMS EXCEPT FOR TESTING AND COMMISSIONING IN WHICH THE EXCESS WILL BE 10% OF CLAIM MIN S\$50,000
2. ALL OTHER CLAIMS – S\$5,000

INSURER

FIRST CAPITAL INSURANCE LIMITED

100%

PUBLIC LIABILITY POLICY

This Policy of Insurance witnessed that in consideration of the insured named in the Schedule hereto having paid to **First Capital Insurance Limited** (hereinafter call "the Company") the premium written in the Schedule the Company will subject to the terms exceptions provisos and conditions herein or endorsed hereon indemnify the insured against:

- a) All sums which the insured shall become legally liable to pay for compensation in respect of
 - i) Bodily Injury to any person
 - ii) Damage to property arising from accident caused by the insured or any person in the insured's employment whilst actually engaged in the insured's business specified in Schedule under the heading of THE BUSINESS
- b) In respect of a claim against all the Insured for compensation which the indemnity expressed herein applies all costs and expenses of litigation: -
 - i) Recovered by any claimant against the insured
 - ii) Incurred with the written consent of the Company

PROVIDE ALWAYS THAT

- 1) The Company shall only be liable for any accident occurring during the Period of Insurance specified in the Schedule
- 2) The company shall not be liable for any accident occurring outside the Premises specified in the Schedule under the heading of THE PREMISES
- 3) The liability of the Company for all sums payable to
 - i) Any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect or arising out of all occurrence of a series consequent on or attributable to one source original cause shall not exceed the Limit of Indemnity specified in the Schedule for Any One Accident, and
 - ii) In respect of all bodily injury or damage to property sustained as a result of all accidents occurring during any one Period of Insurance shall not exceed the Limit of Indemnity specified on the Schedule for any one period of insurance

INTERPRETATIONS

For the purposes of this Policy

1. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor
2. The expression "vehicle" shall include any type of machine on wheels or on caterpillar tracks
3. The expression "vessel or craft" shall mean any vessel craft or thing made or intended to float on or in or travel on or through water or air
4. The expression "bodily injury" includes death illness and disease
5. The expression "damage" includes loss
6. The expression "Property" shall mean material property only

EXCLUSIONS

The Company shall not be liable for any liability:

- 1) assumed by the Insured by agreement unless such liability would have attached notwithstanding such agreement
- 2) in respect of bodily injury to any person under a contract of service or apprenticeship with the insured where such bodily injury arises out of and in the course of the service or apprenticeship of such person by the insured or to any member of the insured's family ordinarily residing with the insured
- 3) in respect of damage to property:
 - a) belonging to or in the charge or custody or under control of the Insured or and of or of any member of the insured's family ordinarily residing with the insured or of any person in the service or apprenticeship of the Insured
 - b) being that part of any property goods land building or structure on which the insured or any person in the service or apprenticeship of the Insured is or has been working
- 4) in respect of:
 - a) damage to property caused by or through or in connection with or arising from the bursting of:-
 - i) any steam boiler or any economizer
 - ii) any vessel machine or apparatus intended to operate under steam pressure
 - b) bodily injury to any person or damage to any property or land or building or structure caused by vibration or by the removal or weakening of or interference with support
- 5) in respect of bodily injury or damage to any property caused by or through or in connection with or arising from:
 - a) the ownership or possession or use by or on behalf of the Insured of any vehicle or vessel or craft or any lift, elevator or escalator or crane or hoist or other lifting machinery not specified in the Schedule under the heading of THE PLANT
 - b) the ownership or possession or use by or on behalf of the Insured of any vehicle or vessel or craft specified in the Schedule under the heading of THE PLANT insofar as such liability is covered by any other insurance
 - c) the loading and unloading of any such vehicle or vessel or craft aforesaid
 - d) the delivery or collection of goods in connection with any such vehicle or vessel or craft aforesaid
 - e) the ownership or tenure by the insured of any land or building not specified in the Schedule under the heading of THE PREMISES
- 6) in respect of bodily injury or damage to any property caused by or through or in connection with or arising from:
 - a) work on or to any vessel or craft
 - b) defective sanitary installation or arrangement or poisoning of any kind
 - c) food or drink or foreign or deleterious matter in food or drink sold or supplied or provided or afforded or distributed by or on behalf of the insured
 - d) any commodity or goods or products or thing or any container thereof sold or supplied or distributed or serviced or repaired or renovated or altered or treated or processed or constructed or manufactured or installed or let or hire on handled by or on behalf of the insured
 - e) any remedial professional or other advice or treatment given or administered or omitted or prepared by the insured or any person acting on behalf of the insured
 - f) any error omission or negligence in any plan design drawing specification formula or advice or fault material
- 7) in respect of bodily injury or damage to any property occasioned by or through or in consequence directly or indirectly of:
 - a) fire or explosion
 - b) pollution of any kind
 - c) flood typhoon hurricane tornado cyclone earthquake volcanic eruption or other atmospheric disturbance or convulsion of nature
- 8) for any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war military or popular rising rebellion mutiny revolution, insurrection, military or usurped power, strike, riot civil commotion martial law or siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege and the event of any claim hereunder the insured shall when so required by the Company prove that the accident upon which such claim is based occurred or arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the aforesaid occurrence of any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim

- 9) directly or indirectly caused by or contributed to by or arising from ionising 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
- 10) directly or indirectly caused by or contributed to by or arising from any nuclear weapons material

JURISDICTION CLAUSE

The indemnity under this policy shall not apply in respect of judgments, which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Singapore only

USA/ CANADA EXCLUSION CLAUSE

No coverage is provided hereunder for any occurrence , claims made, suits filed or judgments rendered in the United States of America, its territories or possessions and Canada

PUNITIVE EXCLUSIONS CLAUSE

It is agreed that this policy does not extend to cover any loss from Punitive Damage howsoever arising and awarded against the insured

CONDITIONS

- 1) The insured shall give notice to the Company of any:
 - i) Accident
 - ii) Claim
 - iii) Impending prosecution
 - iv) Proceedings

Immediately the same comes to the knowledge of the insured or his representative

- 2) All notices required to be given by the Insured to the Company must be in writing addressed to the Company and no alteration in the terms of this policy nor any endorsement hereon will be held valid unless the same is signed or initialed by an authorized representative of the Company
- 3) The insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute (at its own expense and for its own benefit) in the name of the insured any claim for indemnity or damages or otherwise against a person and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the insured shall give such information and assistance as the company may require
- 4) The Company may in the case of any accident pay to the insured the limit of indemnity for any one accident (but deducting therefrom in such case any sum 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 except for the payment of costs and expenses of litigation incurred prior to the date of payment of such Limit of Indemnity or such lesser sum
- 5) If the Premium for this policy has been calculated on any estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such records. The Insured shall within one month from the expiry of such period of insurance furnish to the Company such particulars and information as the Company may require and the Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject however to any minimum premium hereon.
- 6) If at the time of any claim arising under this Policy there shall be any other insurance covering the same risk or any part thereof the Company shall not be liable for more than its rateable proportion thereof
- 7) If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the insured shall within seven days give notice in writing to the Company but the company shall not be bound to accept such change and unless such change is accepted by the Company and such additional premium as the Company may require paid by the Insured the Company shall not be liable for any liability occurring from the time of such change.
- 8) The insured shall take all reasonable precautions to prevent accident and shall use his best endeavors to see that only competent employees are employed the Insured shall exercise reasonable care to see that all statutory obligations are observed and complied with and that all building works plant machinery furniture fixtures and fittings are sustained and sound and in proper order and fit for the purposes for which they are used and immediately and defect shall come to his knowledge he shall forthwith make good such defect and/or take such temporary precautions to prevent accident
- 9) The Company shall at all reasonable times have free access to inspect any property and in the event of any defect or danger being apparent to the Company. The Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be cured or removed to the satisfaction of the Company. After any occurrence which may give rise to a claim under this Policy no alteration or repair shall so far as practicable be made until the written consent of the Company has been obtained
- 10) This policy may be cancelled at any time by seven days notice by registered letter from the Company to the insured's last known address and in such event the Company will return pro rata portion of the premium (after adjustment in accordance with Condition 5 if necessary) for the unexpired part of the period of insurance or the policy may be cancelled at any time by the insured on seven days notice and (provided no claim has arisen during the then period of insurance) the insured shall be entitled to a return of premium less premium at the company's short period rates for the time the policy has been in force

- 11) 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, or in case the Arbitrators do not agree, of an Umpire to be 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 Company. If the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar 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 abandoned and shall not thereafter be recoverable hereunder

- 12) The due observance and fulfillment of the terms conditions and endorsements of this policy insofar as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy

CLAUSES/ENDORSEMENTS

The following clauses and endorsements apply to this Policy:

Approved Adjusters Clause

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

Crawford- THG (Singapore) Pte Ltd

Contracts (Rights of Third Parties) Act 2001

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 2001 to enforce any of its terms.

Cross Liability Clause

For the purpose of this policy, each of the parties comprising the Insured shall be considered as a separate and distinct body 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 Company hereby agree to waive all rights of subrogation for action which they may have or acquire against any of the aforesaid parties arising out of occurrence in respect of which any claim is made hereunder

This inclusion herein of more than one insured shall not operate to increase the limits of the Company's liability herein stated in the Policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the conditions, exclusions or terms of the policy unless specific reference is made thereto in the schedule of the policy

False Arrest

It is hereby understood and agreed that the meaning of the words "Bodily Injury" shall include false arrest, false imprisonment, wrongful eviction, assault, battery, wrongful detention, prosecution and humiliation provided that such acts are not willful.

Fire Brigade and Water Damage

It is hereby declared and agreed that the Company will indemnify the Insured in respect of damage to third party property arising out of the use of water or chemical by the fire brigade to extinguish a fire in the Insured's premises.

Fire, Explosion and Flood

It is hereby declared and agreed that this Policy is extended to include liability for death or bodily injury or damage to property caused by or arising out of flood, fire, fusion of electrical apparatus and/or explosion (other than explosion or ruptures of any steam boiler) occurring in or about the insured's premises.

First Aid Facilities

It is hereby declared and agreed that this Policy extends to cover the legal liability of the Insured arising out of provisions by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.

Indemnity to Principals

It is hereby declared and agreed that the indemnity granted by this policy is extended to indemnify the Principal in respect of liability for which the insured would have been entitled to indemnity under the policy if the claim had been made against the insured when such liability arises out of the insured's capacity as contractors or sub-contractors, provided that the conduct and control of all claims for which the Company may be liable under this extension shall be vested in the Company

Internet Liability Exclusion

This insurance does not apply to advertising injury or personal injury arising out of:

Controlling, creating, designing or developing of another's Internet website
Controlling, creating, designing or developing, determining or providing content or material of another's internet website
Controlling, facilitating or providing or failing to control, facilitate or provide, access to Internet or another's internet website or
Publication of content or material on or from the Internet, other than material developed by you or at your direction

Use of Lifting Machinery

It is hereby declared and agreed that the words "lift, elevator or escalator or crane or hoist or other lifting machinery" are deemed to be deleted from Exclusion 5(a).

Provided always that's:

- 1) the Company shall not be liable for any bodily injury or loss or damage to property occurring outside the premises specified in the policy
- 2) the Company shall not be liable for any bodily injury or loss of damage to property caused by or in connection with or arising from the ownership or possession or use of any lift elevators cranes hoist or other lifting tackle in insofar as such liability is covered by any other insurance
- 3) 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 case exceed the limit of indemnity in this policy

Loading and Unloading of Vehicles

It is hereby declared and agreed that the insurance by 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 by 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 indemnity specified in this policy

Plant and Machinery Clause

It is hereby declared and agreed that the policy is extended to cover the insured's liability in respect of death or bodily injury or damage caused by or in connection with or arising from use of all plant and machinery belonging to the insured which are not licensed for use on public roads

Terrorism Exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses 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, any person(s) or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(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 expenses 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 expenses 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 Asbestos Exclusion

It is hereby understood that 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 asbestos in whatever form or quantity

Vibration, removal or weakening support endorsement

It is agreed and understood that otherwise subject to terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to insured having paid the agreed extra premium, 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 his 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

Electronic Date Exclusion

The indemnity will not apply to any legal liability of whatsoever nature directly or indirectly from the failure of 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:

- a) correctly recognize any date as its true calendar date
- b) 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
- c) capture, save or 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