

"BLANKET" FIRE AND EXTRANEIOUS PERILS POLICY

NOTES:-

- (i) Unless otherwise stated elsewhere, the Fire and Extraneous Perils Policy required for the Works will be covered under the "Blanket Policy" taken out by PSA Corporation Limited on behalf of the Contractor. This blanket insurance scheme is arranged by KIB Insurance Brokers (S) Pte Ltd. The terms, exceptions and conditions of the "Blanket" Fire and Extraneous Perils Policy are stipulated in the specimen copy incorporated in the Tender Document. The premium required for this Policy will be borne by PSA Corporation Limited.
- (ii) The terms and conditions stipulated in the "Blanket" Fire and Extraneous Perils 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" Fire and Extraneous Perils 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 PSA by giving fourteen (14) days notice in writing and without having to give reasons should PSA 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 PSA and the Contractor within the said period of fourteen (14) days. Should the Contractor fail to obtain the said replacement policies, PSA 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. Should there be any refund of premium as result of termination of cover under the "Blanket Policies", the refund amount shall be credited to the Contractor.
- (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 PSA Contract No. and Contract Commencement Date

THE SCHEDULE

POLICY NUMBER	13-FC004975-R00
TYPE	FIRE & EXTRANEIOUS PERILS INSURANCE
INSURED	PSA CORPORATION LIMITED 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 CARGO & CRUISE TERMINAL OPERATORS, AUTOMOBILE TERMINAL SERVICES, WAREHOUSING & LOGISTICS, PROPERTY OWNERS & MANAGERS, MARINE SERVICES, INFORMATION TECHNOLOGY, CONSULTANCY AND ENGINEERING
PERIOD	AS ARRANGED
COVER	<p>INDEMNITY AGAINST LOSS OF OR DAMAGE TO THE PROPERTY INSURED CAUSED BY FIRE AND/OR LIGHTNING AND LOSS OF OR DAMAGE (BY FIRE OR OTHERWISE) CAUSED BY -</p> <ul style="list-style-type: none">A) AIRCRAFT AND OTHER AERIAL DEVICES OR ARTICLES DROPPED THEREFROMB) BURSTING OR OVERFLOWING OF WATER TANKS APPARATUS OR PIPESC) EXPLOSIOND) EARTHQUAKE AND VOLCANIC ERUPTIONE) FULL FLOODF) HURRICANE CYCLONE TYPHOON WINDSTORM AND FLOODG) IMPACT BY ROAD VEHICLESH) RIOT AND STRIKEI) MALICIOUS DAMAGE
INTEREST / SUM INSURED	<p>ALL WORKS (EXCEPT THOSE SPECIFICALLY EXCLUDED HEREUNDER) INCLUDING SITE OFFICES AND BUILDINGS IN THE COURSE OF CONSTRUCTION OR CONSTRUCTED BUT NOT TAKEN OVER BY THE INSURED AND ALL MATERIALS AND OTHER THINGS INTENDED FOR INCORPORATION IN OR FOR USE FOR THE PURPOSE OF THE WORKS OR MORE PARTICULARLY DESCRIBED, THE PROPERTY OF THE INSURED OR FOR WHICH THEY ARE RESPONSIBLE SITUATE ANYWHERE IN THE REPUBLIC OF SINGAPORE</p> <p>CONTRACTS OF ABOVE S\$10,000 (EACH PROJECT) TO BE DECLARED ON A MONTHLY BASIS.</p>

ATTACHING TO AND FORMING PART OF THE SCHEDULE

**EXCLUDED CONTRACTS/
WORKS/ ACTIVITIES**

1. ALL WORKS AT AIRSIDE;
2. ANY FORM OF SUB-AQUEOUS WORK INCLUDING DIVING WORKS AND/OR RELATED ACTIVITIES EXCEPT FOR REPAIRS AND/OR MAINTENANCE OF WHARVES, DOCKS, JETTIES, PIERS INCLUDING THE UNDERSIDES OF THESE STRUCTURES PROVIDED THERE ARE NO DIVING WORKS INVOLVED;
3. CONSTRUCTION OF LAND BASED BEACONS WITHIN THE INSURED'S PREMISES IF THE HEIGHT EXPOSURE IS MORE THAN 50 FEET FROM GROUND AND EXCLUDING EXPOSURE TO WATER CHANNELS AND/OR WATER SOURCE (I.E. NO WET RISKS);
4. CONSTRUCTION OF CONTAINERS/ STORAGE/ STACKING YARDS IF THE HEIGHT EXPOSURE IS 50 FEET AND MORE FROM GROUND LEVEL;
5. ALL FORMS OF VOYAGE REPAIRS INCLUDING OFFSHORE RISKS;
6. BLASTING EXPOSURES IN RELATIONS TO THE USE OF EXPLOSIVES;
7. ERECTION OF STEEL OR IRON STRUCTURES OVER 50 FEET IN HEIGHT EXCEPT FOR RETROFITTING WORKS, REPAIR WORKS, MAINTENANCE WORKS, SCAFFOLDINGS AND/OR WHERE SUCH STRUCTURES ARE PART AND INCIDENTAL TO AN OVERALL BUILDING CONTRACT;
8. CONSTRUCTION OF DAMS AND BRIDGES WHEN OVER 30 FEET IN HEIGHT OR OVER NAVIGABLE WATERS OR OVER 100 FEET IN LENGTH;
9. DEMOLITION OF BUILDINGS OR STRUCTURES IF EXPLOSIVES ARE USED INCLUDING ALL FORMS OF BLASTING EXPOSURES IN RELATION TO THE USE OF EXPLOSIVES;
10. HANDLING OF ANY FORM OF ASBESTOS PRODUCTS;
11. ALL FORMS OF TUNNELLING WORKS EXCEPT FOR OUTFALL DRAINS, CULVERTS, MINOR SEWERAGE WORKS, WATER PIPES AND CABLING;
12. SCAFFOLDING WORKS UNLESS THEY FORM PART OF THE GENERAL BUILDING OR CONTRACT WORKS;
13. PROVISION OF PRIME MOVER SERVICES (EXCEPT FOR ALL WORKS DONE ON PRIME MOVERS, INCLUDING BUT NOT LIMITED TO GENERAL MAINTENANCE, REPAIRS AND REPLACEMENT/ INSTALLATION OF PARTS) AND/OR LASHING OR UNLASHING SERVICES

CONTRACT VALUE (CV)

AS AWARDED

SITUATION

ANYWHERE IN THE REPUBLIC OF SINGAPORE

ATTACHING TO AND FORMING PART OF THE SCHEDULE

COVERAGE

1. COVERAGE EXCLUDES CONTRACTS WHERE :
 - A. THE CONTRACT PERIOD (INCLUDING MAINTENANCE PERIOD) EXCEEDS 4 YEARS
 - B. THE CONTRACT VALUE EXCEEDS S\$10,000,000
2. 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.
3. EXCLUDING ALL LIABILITIES ARISING FROM ANY CONTRACT WHERE WORK COMMENCES PRIOR TO POLICY INCEPTION.

CONDITIONS/CLAUSES

AS PER POLICY WORDINGS ATTACHED, SUBJECT TO THE FOLLOWING :-

1. ALL OTHER CONTENTS (LIMIT : 10% OF CV OR S\$5,000, WHICHEVER IS LESSER)
2. ALTERATIONS AND REPAIRS
3. APPRAISEMENT (LIMIT : 10% OF CV OR S\$10,000, WHICHEVER IS LESSER)
4. APPROVED ADJUSTERS CLAUSE
 - CRAWFORD-THG (SINGAPORE) PTE LTD
5. ARCHITECTS', SURVEYORS' AND CONSULTANTS' FEES (PROVIDED BUILDING IS COVERED)
6. AUTOMATIC REINSTATEMENT
7. BREACH OF CONDITIONS
8. BREACH OF WARRANTIES
9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001
10. CONTROL OF PROPERTY
11. COST OF TEMPORARY PROTECTION (LIMIT : 10% OF CV OR S\$25,000, WHICHEVER IS LESSER)
12. COST OF DEMOLITION, CLEARING AND ERECTION OF HOARDING (LIMIT : 10% OF CV OR S\$25,000, WHICHEVER IS LESSER)
13. COST OF RECOMPILING RECORDS AND CLAIMS PREPARATION (LIMIT : 10% OF CV OR S\$10,000, WHICHEVER IS LESSER)
14. COST OF RE-ERECTION OF MACHINERY (LIMIT : 10% OF CV OR S\$25,000, WHICHEVER IS LESSER)
15. COST OF RE-WRITING RECORDS (LIMIT : S\$25,000)
16. COVER FOR EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS, EXPRESS FREIGHT
17. DELETION OF CONDITIONS 9(b)
18. ELECTRONIC DATE EXCLUSION CLAUSE
19. EMPLOYEES' AND GUESTS' EFFECTS (LIMIT : 10% OF CV OR S\$5,000, WHICHEVER IS LESSER)
20. ERRORS AND OMISSIONS CLAUSE
21. EXTENDED IMPACT DAMAGE (EXCESS : NIL)

ATTACHING TO AND FORMING PART OF THE SCHEDULE

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

22. EXTENDED MAINTENANCE
23. FIRE BRIGADE CHARGES (LIMIT : S\$5,000)
24. FIRE EXTINGUISHMENT EXPENSES (LIMIT : S\$5,000)
25. FUSION DAMAGE (LIMIT : 10% OF CV OR S\$25,000, WHICHEVER IS LESSER)
26. HAZARDOUS GOODS
27. HEATING AND POWER
28. INLAND TRANSIT (LIMIT : S\$500,000)
29. LANDSLIDE AND SUBSIDENCE (EXCESS : S\$10,000)
30. OFFSITE STORAGE (LIMIT : S\$500,000)
31. PAYMENT ON ACCOUNT
32. PROPERTY DAMAGE CLARIFICATION CLAUSE
33. PUBLIC AUTHORITIES (PROVIDED BUILDING IS COVERED)
34. QUARTERLY DECLARATION CLAUSE
35. REINSTATEMENT VALUE
36. REMOVAL OF DEBRIS CLAUSE (LIMIT : 10% OF SUM INSURED)
37. REPLACEMENT VALUE
38. SMOKE DAMAGE
39. SPONTANEOUS COMBUSTION
40. SPRINKLER LEAKAGE CLAUSE
41. TEMPORARY REMOVAL
42. THEFT INCLUSION CLAUSE
43. VEHICLE LOAD
44. WAIVER OF SUBROGATION AGAINST PSA CORPORATION 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
45. ALL DEDUCTIBLES ARE TO BE BORNE BY CONTRACTOR ONLY

INSURER OR "THE COMPANY" TOKIO MARINE INSURANCE SINGAPORE LTD 100%

FIRE AND EXTRANEIOUS PERILS POLICY

IN CONSIDERATION of the Insured agreeing to pay to **Tokio Marine Insurance Singapore Ltd** (hereinafter call "the Company") the First Premium as arranged the Company agrees (subject to the conditions contained herein or endorsed or otherwise expressed hereon which conditions shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if the Property Insured, or any part of such Property, be destroyed or damaged by fire or by lightning whether accompanied by fire or not, the Company will pay to the Insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof.

PROVIDED THAT the liability of the Company shall in no case exceed in respect of each item the sum stated in the Schedule to be insured thereon or in the whole the Total Sum Insured hereby or such other sum or sums as may be substituted therefor by endorsement hereon or attached hereto signed by or on behalf of the company.

Provided always that the due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

CONDITIONS

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 specific meaning wherever it may appear.

- 1 If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.
- 2 No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.
- 3 The Insured shall give notice to the Company of any insurance or insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such insurance or insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.
- 4 All insurance under this Policy:
 - (a) on any building or part of any building;
 - (b) on any property contained in any building;
 - (c) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building

shall cease immediately upon any fall or displacement:

- (a) of such building or of any part thereof;
- (b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire or aforesaid shall be upon the insured.

- 5 (i) This insurance does not cover:
 - (a) Loss by theft during or after the occurrence of a fire
 - (b) Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion (except as may be provided in accordance with Condition 8(f) or by its undergoing any heating or drying process).
 - (c) Loss or damage occasioned by or through or in consequence of:
 - (1) The burning of property by order of any public authority
 - (2) Subterranean Fire
 - (d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

(e) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by asbestos in whatever form or quantity.

(ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5 (ii) only combustion shall include any self-sustaining process of nuclear fission.

6 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) Earthquake, volcanic eruption or other convulsion of nature.
- (b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance
- (c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war
- (d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

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

7 Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or 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.

8 Unless otherwise expressly stated in the Policy this insurance does not cover:

- (a) Goods held in trust or on commission
- (b) Bullion or unset precious stones
- (c) Any curiosity or work of art for an amount exceeding S\$200
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds
- (e) Securities, obligations or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, or computer systems records
- (f) Coal, against loss or damage occasioned by its own spontaneous combustion
- (g) Explosives
- (h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
- (i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

9 Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company:

- (a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
- (b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.

- (c) If property insured be removed to any building or place other than that in which it is herein stated to be insured.
- (d) If the interest in the property insured pass from the Insured otherwise than by will or operation of law.

- 10 This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect of any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not been effected.
- 11 The Company or the PSA Corporation Limited may cancel this Policy by giving ninety days' notice by registered letter. In the event of such notice being given by either party, all contracts declared to the Company prior to the notice shall not be prejudiced thereby and the liability of the Company shall continue until all such contracts have been completed.
- 12 On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within fifteen days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company.
- (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.
 - (b) Particulars of all other insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

- 13 On the happening of any loss or damage to any of the property insured by this Policy, the Company may:
- (a) enter and take and keep possession of the building or premises where the loss or damage has happened.
 - (b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
 - (c) keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.
 - (d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company 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 Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its 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 Company or shall hinder or obstruct the Company in the exercise of its 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 Company whether taken possession of by the Company or not.

- 14 If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, all benefit under this Policy shall be forfeited.
- 15 The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing, but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elect to reinstate or replace any property the Insured shall, at his own expense, furnish the Company with such plans, specifications, measurements, quantities, and such other particulars as the Company may require, and no acts done, or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any legislation, subsidiary legislation, rules and regulations and any amendment thereto in force affecting the alignment of streets, or the constructions of buildings, or the use of the land, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

- 16 The Insured, shall, at the expense of the Company, do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
- 17 If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
- 18 If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item if more than one, of the Policy shall be separately subject to this condition.
- 19 Any dispute or question between the Company and the Insured as to the amount payable by the Company upon the happening of any event shall be referred for Arbitration to a sole Arbitrator by the concurrence of the parties, and in the event of non- concurrence, each party shall respectively appoint an Arbitrator and the Arbitrators shall be at liberty to appoint an Umpire, provided always that the terms of references shall be entered into in writing, and the making of an award pursuant to the arbitration shall be condition precedent to any right of action against the Company under this Policy. All Arbitrations are in accordance to Singapore legislation.
- 20 In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.
- 21 Every notice and other communication to the Company required by these Conditions must be written or printed.

ENDORSEMENT

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

It is hereby expressly understood and agreed that all monies payable under this Policy shall in all cases be paid to PSA Corporation Limited whether or not the same are otherwise by the terms of the Policy or by law payable to any other Insured. PSA Corporation Limited shall be deemed to have all necessary and irrevocable authority from such other Insured to deal with the Company for all purpose connected with such payment and the receipt of the PSA Corporation Limited shall be full and final discharge to the Company.

Memo

It is hereby declared and agreed that Condition 9(b) is hereby deleted.

EXTRANEIOUS PERILS

The following extraneous perils apply to this Policy:

Aircraft and other Aerial Devices or Articles Dropped therefrom

It is hereby agreed and declared that the insurance under the Policy shall, subject to the special conditions hereinafter contained, extend to include loss or damage to the property insured (by fire or otherwise) directly caused by aircraft and other aerial devices and/or articles dropped therefrom.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purposes hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Special Conditions

1. The liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by each item of the Policy.
2. This insurance does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Insured.

Bursting or Overflowing of Water Tanks, Apparatus or Pipes

This insurance under this Policy is extended to include loss of or damage to the property insured directly caused by bursting or overflowing of water tanks, apparatus or pipes from within the building insured or containing the property insured but excluding :-

- (i) damage thereto
- (ii) loss or damage whilst the building is untenanted
- (iii) loss or damage by water discharged or leaking from any automatic sprinkler installation in the within described buildings
- (iv) the first S\$1,000 of each and every loss

Provided that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss of damage as aforesaid shall be deemed to be loss or damaged by fire.

Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon, Windstorm and Flood

Endorsement 3A

It is hereby agreed that notwithstanding anything stated to the contrary in Condition 6 of the Policy, this insurance covers loss or damage by fire occasioned by or through or in consequence of Earthquake and Volcanic Eruption and/or Hurricane, Cyclone, Typhoon and Windstorm. It is agreed that in every case of loss or damage, the Insured must prove that no part of the loss or damage claimed for was caused otherwise than by fire.

Endorsement 3B

The Company agrees that notwithstanding anything stated to the contrary in Condition 6 of the Policy, this insurance covers loss or damage (other than loss or damage by fire) directly caused by Earthquake and Volcanic Eruption, Hurricane, Cyclone, Typhoon, Windstorm and Flood (including overflow of the sea) caused by any of the aforementioned perils subject to the following Excess Clause and Special Conditions attached hereto.

Provided always that all the conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this Endorsement.

Excess Clause

It is understood and agreed that as regards loss or damage (other than by fire) to any buildings hereby insured directly caused by any peril to which this Clause is hereinbefore stated to apply, the Company's liability shall be limited to its rateable proportion of the amount by which such loss or damage exceeds either :-

- a. 1% of the total sums insured against such peril on said buildings by policies in the name of the Insured or
- b. S\$400.00

Whichever shall be the less.

It is further agreed that this Clause shall apply separately to:-

- i. each building, for which purpose all insured buildings at the same address will be regarded as one building
- ii. each incident giving rise to such loss or damage and that for the purposes hereof an incident shall not be considered to have terminated until there have been seven consecutive days' freedom from the peril concerned and that only thereafter shall the Clause apply afresh.

Special Conditions

- a. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not (other than loss or damage caused by flood (including overflow of the sea) when such peril is insured against by this Policy) unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of :

- i. Earthquake and Volcanic Eruption
- ii. Hurricane, Cyclone, Typhoon and Windstorm

and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

The Company shall not be liable for any loss or damage caused by flood (including overflow of the sea) except when such peril is insured against by this Policy and is occasioned by :-

- i. Earthquake and Volcanic Eruption
- ii. Hurricane, Cyclone, Typhoon and Windstorm

b. This Endorsement does not extend the insurance under this Policy to cover :-

- i. Consequential Loss of any kind
- ii. Loss or damage caused by hail whether driven by wind or not
- iii. Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption provided that these perils are insured against by this Policy
- iv. Loss or damage caused by explosion except as provided in Condition 8 (h) of the Policy
- v. Loss by reason of any ordinance or law regulating the construction or repair of buildings

c. The Company shall not be liable under this Extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this Extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

d. Unless specifically and separately insured this Endorsement does not cover :-

- i. Metal smoke stacks, awnings, blinds, signs or other outdoor fixtures or fittings of any description, goods stored in the open or goods in transit
- ii. Premises in the course of construction, reconstruction or repair unless all outside doors, windows and other openings thereto are complete and protected against Hurricane, Cyclone, Typhoon and Windstorm when such perils are insured against by this Policy.

Endorsement 3C

Loss or damage by flood caused other than by the perils mentioned in Standard Endorsement 3B.

It is hereby agreed and declared that the insurance under this Policy shall extend to include loss or damage to the property described in the Schedule directly caused by:-

Flood, which for the purposes of this extension shall mean the overflowing or deviation from the normal channels of either natural or artificial water courses, bursting or overflowing of public water mains and any other flow or accumulation of water originating from outside the building insured or containing the property insured, but excluding :-

- a. loss or damage by flood caused by Earthquake, Volcanic Eruption, Hurricane, Cyclone, Typhoon or Windstorm;
- b. loss or damage caused by subsidence or landslip;
- c. the first S\$1,000 of each and every loss

Explosion

It is hereby agreed and declared that the insurance under this Policy shall, subject to the Special Conditions hereinafter contained, extend to include :-

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economisers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from their explosion.

Provided always that all the conditions of this Policy (except insofar as Condition 8(h) is hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

Special Conditions

1. The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence, directly or indirectly, of any act or any person acting on behalf of, or in connection with, any organisation 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.

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

2. If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro rata with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended to cover loss or damage by explosion.
3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

Impact Damage by Road Vehicles

It is hereby agreed and declared that the insurance under the Policy shall extend to include loss or damage to the property described in the Schedule and/or to any walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, horses or cattle not belonging to or under the control of the Insured, or any member of his family or any person in and upon the Insured's service provided that the first S\$50 of each and every claim under this endorsement shall be borne by the Insured.

Riot and Strike

It is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary the insurance under this Policy shall extend to cover Riot and Strike damage which for the purpose of this endorsement shall mean (subject always to the Special Conditions hereinafter contained) :-

Loss of or damage to the property insured directly caused by

- (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 6 of the Special Conditions hereof
- (2) the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising 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 minimising the consequences of any such act.

Special Conditions

For the purposes of this Endorsement but not otherwise there shall be substituted for the respectively numbered Conditions of the Policy the following:-

Condition 5

- (i) This insurance shall not cover
 - (a) loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever
 - (b) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,
 - (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority
 - (d) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building
 - (e) loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material

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

- (ii) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5 (ii) only combustion shall include any self-sustaining process of nuclear fission.

Condition 6

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 war-like operations (whether war be declared or not) civil war.
- (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any 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.

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

Condition 8

Unless otherwise expressly stated in the Policy this insurance does not cover:

- (a) Goods held in trust or on commission
- (b) Bullion or unset precious stones
- (c) Any curiosity or work of art for an amount exceeding S\$200
- (d) Manuscripts, plans, drawings, or designs, patterns, models or moulds
- (e) Securities, obligations or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, or computer systems records
- (f) Explosives

Condition 17

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Endorsement be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss accordingly. Every item if more than one, of the Policy shall be separately subject to this condition.

Provided that it is hereby further expressly agreed and declared that :-

- (1) All the Conditions of this Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the above Special Conditions and any reference to fire in the Conditions of the Policy shall be deemed to include the perils hereby insured against.
- (2) The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

Malicious Damage

It is hereby agreed and declared that the insurance under the said Riot and Strike endorsement shall extend to include malicious damage which for the purpose of this extension shall mean loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in Special Condition 6 of the said Riot and Strike Endorsement.

But the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt thereat or caused by any person taking part therein.

Provided always that all the conditions and provisos of the said Riot and Strike Endorsement shall apply to this extension as if they had been incorporated herein.

CLAUSES/ENDORSEMENTS

The following clauses and endorsements apply to this Policy:

Quarterly Declaration Clause

The insured shall within fourteen (14) days after each quarter of the policy period furnish to the Company an accurate record containing all particulars relative thereto and information as the Company may require. The premium for declaration shall thereupon be charged as per rates agreed and paid by insured from each quarter as charged by the Company

All Other Contents (Limit: 10% of Contract Value or S\$5,000, whichever is lesser)

It is agreed that the term "Other Contents" is understood to include:

- (a) Money and stamps not otherwise specifically insured for an amount not exceeding that stated in the Schedule
- (b) Documents, manuscripts and business books but only for the value of the materials as stationery, together with the costs of clerical labour expended in writing up and not for the value to the Insured of the information contained therein and for an amount not exceeding that stated in the Schedule in respect of any one document, manuscript or business book
- (c) Computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding that stated in the Schedule.
- (d) Patterns, models, moulds, plans and designs, for an amount not exceeding that stated in the Schedule in the respect of any one pattern, model, mould, plan or design
- (e) Employees' pedal cycles, clothing, tools and other personal effects for an amount not exceeding that stated in the Schedule in respect of any one employee

Alterations and Repairs

Minor alterations, additions and repairs to the building, plant, fixtures and fittings and machinery (exclusive of any sprinkler installation) and works in progress are allowed and the insurance by this Policy is extended to cover on and/or whilst in such additions.

Appraisalment (Limit: 10% of Contract Value or S\$10,000, whichever is lesser)

If the aggregate claim for any one loss does not exceed 10% of contract value or S\$10,000, whichever is the lesser amount, no special inventory or appraisalment of the undamaged property shall be required. If two or more buildings be included in a single item, this provision shall apply to the range of buildings and/or contents by the item or items affected.

Approved Adjusters Clause

In the event of any loss covered by this Policy, the amount of such loss shall be adjusted by Crawford-THG (Singapore) Pte Ltd

Architects', Surveyors' and Consultants' Fees (provided Building is covered)

The insurance on buildings includes an amount in respect of architects', surveyors' and consulting engineers' fees necessarily incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of the local associations of the respective professions, provided that the liability for such destruction or damage and fees shall not exceed 10% of the sum insured on building and in the aggregate the sum insured by this item or as specified in the Schedule of this Policy.

Automatic Reinstatement Clause

It is understood and declared that in the event of loss or damage by any of the perils insured against to the property insured under this Policy and in the absence of written notice by the Company or the Insured to the contrary the amount of insurance cancelled by loss is to be automatically reinstated as from the date of loss. The Insured undertakes to pay such premium which may be required for such reinstatement from that date.

Breach of Conditions Clause

The conditions and warranties of this Policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any condition or warranty shall void the section only in respect of all the risks to which the breach applies and does not affect the section in respect of the other risks.

Breach of Warranties Clause

Any breach of the within warranties without the knowledge and consent of the Insured shall not prejudice this insurance provided notice, in writing, be given to the Company immediately upon such breach coming to their knowledge.

Contracts (Rights of Third Parties) Act 2001

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.

Control of Property

This Policy shall not be prejudiced by any act or neglect of any person (other than the Named Insured), when such act or neglect is not within the control of the Named Insured.

Cost of Temporary Protection (Limit: 10% of Contract Value or S\$25,000, whichever is lesser)

It is hereby declared and agreed that this Policy is extended to cover the cost of temporary protection reasonably necessary for the safety and protection of the premises pending repairs or replacement of damage.

Cost of Demolition, Clearing and Erection of Hoarding (Limit : 10% of Contract Value or S\$25,000, whichever is lesser)

The insurance by this Policy is extended to include costs necessarily incurred by the Insured in respect of the demolition of buildings and/or removal of debris from this site and in providing, erecting and maintaining of any street or pavement hoarding required during demolition, site clearing and/or building operations following destruction of or damage to the property insured by fire or any other perils hereby insured against, provided that the total amount recoverable under any items of this Policy shall not exceed the sum insured thereby.

Cost of Recompiling Records and Claims Preparation ((Limit : 10% of Contract Value or S\$10,000, whichever is lesser)

The Policy is extended to cover cost of expenses necessarily and reasonably incurred by the Insured following the loss or damage to the property insured

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

Provided always that no amount shall be recoverable under this clause if subsequent to the incurrence of any expenses the Company shall deny liability for any claim in respect of which the expenses had been incurred (with or without the consent of the Company).

Cost of Re-Erection of Machinery (Limit: 10% of Contract Value or S\$25,000, whichever is lesser)

The insurance under this Policy extends to include the cost of re-erecting fittings and fixing machinery and plant in consequence of destruction or damage by any of the perils hereby insured against, provided that the total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.

Cost of Re-Writing Records (Limit: S\$25,000)

The insurance hereby extends to indemnify the Insured for cost, charges and expenses incurred in replacing or restoring documents but only for the material and not for their value to the Insured which may have been damaged and/or destroyed by the peril(s) under the Policy.

It is understood that the said documents may consist of deeds, wills, agreements, maps, plans, records, books, letters, certificates and the like but rearer bonds, coupons, bank or currency notes or other negotiable papers, shall deem to be excluded from this insurance.

It is further understood that the Company shall not be liable under this extension for an amount in excess of S\$25,000.

Cover for Extra Charges for Overtime, Night Work, Work on Public Holidays, Express Freight

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 are 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 endorsement for such extra charges shall be reduced in the same proportion.

Electronic Data Exclusion Clause

Without in any way limiting the generality of the provisions of this Policy, this insurance does not cover any loss or damage which is directly or indirectly caused by or contributed to by or arising from or relating to the failure or inability of any computer hardware, software, programme, system, data process or media, microchip (embedded or otherwise), integrated circuit or similar device or computerised component or any electronic equipment or system (whether the property of the Insured or not), occurring at any time to correctly :

- (a) recognise any date as its true calendar date;
- (b) capture, save, retain, manipulate, interpret and/or process any data, information, command and/or instruction as a result of treating any date otherwise than as its true calendar date; and/or
- (c) capture, save, retain, manipulate, interpret and/or process any data as a result of the operation of any command programmed therein which causes the loss of data or the inability to correctly capture, save, retain, manipulate, interpret and/or process such data before, on or after any date.

Employees' And Guests' Effects (Limit : 10% of Contract Value or S\$5,000, whichever is lesser)

This Policy extends to cover personal effects of all employees, subject to a limit of 10% of contract value or S\$5,000, whichever is lesser, provided that the liability under the Policy shall not in the aggregate exceed the sum insured under the relevant item.

Errors and Omissions Clause

The Insured shall not be prejudiced by an unintentional and/or inadvertent omission or incorrect description of this interest risk or property provided notice is given to the company as soon as practicable upon discovery of such error or omission.

Extended Impact Damage (Excess: Nil)

The wordings "not belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service" under the Impact Damage clause are deemed to be deleted.

Extended Maintenance

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended for the maintenance period specified hereunder to cover loss or damage to the contract works

- a. caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract;
- b. occurring during the maintenance period provided such loss or damage was caused on the site during the construction/erection period before the certificate of completion for the loss or damage section was issued.

Fire Brigade Charges (Limit: S\$5,000)

It is hereby understood and agreed that the charges raised by a local authority for the provision of fire fighting appliances called for the purpose of protecting the premises shall be recoverable hereunder, subject to a limit of S\$5,000.

Fire Extinguishment Expenses Clause (Limit : S\$5,000)

It is hereby declared and agreed that notwithstanding anything in the within Policy contained to the contrary, but subject to the Provisos hereinafter contained, the Insurance under this Policy extends to include :

The cost of replenishing the fire fighting appliances and destruction of or damage to such appliances (including employees' personal effects and clothing) unless otherwise specifically insured

Provided always that the liability of the Company in respect of such costs shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this Policy or immediately threatening to involve such property and shall in no case exceed S\$5,000.00 each and every loss.

Fusion Damage (Limit: 10% of Contract Value or S\$25,000 whichever is lesser)

This section extends to indemnify the Insured against loss or destruction of or damage to any part or parts of the electrical machines, switchboards, installation, or apparatus, forming part of the property insured (excluding rectifiers, radio, television or amplifying equipment of any description and electric motors in excess of 10hp) caused by the actual burning out of such part or parts by the electric current therein up to a limit of 10% of contract value or S\$25,000, whichever is lesser.

Provided always that the Company shall not be liable under this clause for:

- (i) loss of use, depreciation, wear and tear;
- (ii) lighting or heating elements, fuses or protection devices;
- (iii) electrical contracts at which sparking or arcing occurs in ordinary working

Hazardous Goods

Unless otherwise specifically provided in this Policy, hazardous goods usual to the trade and/or business are allowed to be stored in quantities and manner as permitted by law, by-law or municipal regulation.

Heating and Power

The use of electric, gas and other lighting, heating and power usual to trade and occupations allowed as provided by law, by-law or municipal regulation.

Inland Transit

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 loss of or damage to the property insured whilst in transit to and from the Insured's contract sites and/or premises other than on waterways or by air within the territorial limits; provided that the maximum amount payable under this endorsement does not exceed per conveyance the limit as stated in the Schedule.

Landslide and Subsidence (Excess: S\$10,000 each and every loss or damage)

This Policy is extended to include subsidence or landslide caused by flood (including overflow of the sea), hurricane, cyclone, typhoon or windstorm but excluding the first S\$10,000 of each and every loss or damage.

Offsite Storage

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any endorsements agreed upon, this Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in offsite storage within the territorial limits as stated below.

The insurers will not indemnify the Insured for loss or damage caused by the neglect of generally accepted loss prevention measures for warehouses or storage or units, such measures include, in particulars :

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

Territorial limits of:)
 Maximum value per storage unit:) as stated in the Schedule
 Limit of indemnity (any one occurrence))
 Deductible)

Payment on Account

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

Property Damage Clarification Clause

Property damage covered under this Policy 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 Policy:

- 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 or 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.

Public Authorities (provided Building is covered)

This Policy is extended to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building Regulation or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority provided that

- (1) the amount recoverable under this Extension shall not include:
 - (a) the cost incurred in complying with any of the aforesaid regulations or by-laws
 - (i) in respect of destruction or damage occurring prior to the granting of this Extension,
 - (ii) in respect of destruction or damage not insured by the Policy,
 - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage,
 - (iv) in respect of undamaged property or undamaged portions of the property;
 - (b) the additional cost that would have been required to make good the property destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations or by-laws not arisen;
 - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations or by-laws;
- (2) the work of reinstatement must be commenced and carried out with reasonable despatch had in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid regulations or by-laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased;
- (3) if the liability of the Company under (any item of) the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this Extension (in respect of any such item) shall be reduced in the like proportion;
- (4) The total amount recoverable under any item of the Policy shall not exceed the sum insured hereby;
- (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.

Reinstatement Value

It is hereby declared and agreed that in the event of the property insured under the within Policy being destroyed or damaged, the basis upon which the amount payable is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more expensive than the insured property when new, subject to the following special provisions and subject also to the terms and conditions of the Policy except insofar as the same may be varied hereby.

Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed within 12 months after the destruction or damage, or with such further time as the Company may (during the said 12 months) in writing allow; otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.

2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed, exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. No payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made if at the time of any destruction or damage to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth therein.
5. This memorandum shall be without force or effect if :
 - (a) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
 - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

Removal of Debris

The insurance under this Policy includes costs and expenses necessarily incurred by the Insured in the removal of debris, dismantling or demolishing, shoring up or propping of the portion or portions of the property destroyed or damaged by fire or by any other perils hereby insured up to 10% of the sum insured on any one occurrence.

Replacement Value Clause

It is hereby declared and agreed that in the event of the property insured (other than stocks) being lost or damaged, the basis upon which the amount payable under this Policy shall be the cost of replacing or reinstating with property of the same kind or type but not superior to or more extensive than the insured property when new and not exceeding the sum insured.

Smoke Damage

This Policy extends to include destruction of or damage to the property insured (by fire or otherwise) directly caused by smoke due to a sudden unusual and faulty operation of any heating or vent pipe and while in or on the described premises but not smoke from fireplaces or industrial apparatus provided always all the conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein and for the purpose hereof any destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.

Spontaneous Combustion

It is declared and agreed that this insurance covers loss of or damage to the insured property caused by its own spontaneous combustion notwithstanding anything stated to the contrary in the conditions of the Policy.

Sprinkler Leakage

It is declared and agreed that this Policy is extended to cover loss or damage to the property insured caused by water accidentally discharged or leaking from the automatic sprinkler installation provided that the leakage is not caused by any of the following:

1. Heat caused by fire
2. Repairs or alterations to the building or premises
3. The sprinkler installation being repaired, removed or extended
4. Freezing in the event of the premises being vacant or unoccupied or freezing due to the neglect of the Insured
5. The order of the government or any municipal local or other competent authority
6. Volcanic eruption, earthquake or subterranean fire, riot and the usual war risks
7. Explosion, the blowing up of building or blasting
8. Defects in construction or condition or which the Insured is aware

Subject otherwise to the terms, exceptions and conditions of the Policy.

Temporary Removal

The property insured under this Policy is covered (limited to 10% of the sum insured) whilst temporarily removed for cleaning, renovation, modification, repair or other similar purposes, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway all in the Republic of Singapore or Malaysia.

The amount recoverable under this extension in respect of the property so removed shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premise from which the property is temporarily removed. The extension does not apply to property if and so far as it is otherwise insured, nor does it apply to items covering stock and merchandise of every description nor as regards losses occurring elsewhere than at the premises from which the property is temporary removed to :

- (a) Motor Vehicles and Motor Chassis
- (b) Property (other than machinery or plant) held by the Insured in trust.

Theft Inclusion Clause

It is hereby declared and agreed that this insurance covers loss by theft during or after occurrence of a fire, notwithstanding anything stated to the contrary in the printed conditions of the Policy.

Vehicle Load

In the event of any of the Insured's vehicles being left loaded overnight whilst in and/or on the premises described in the specification hereto the Company will indemnify the Insured in respect of such load in the event of loss of or damage by any of the perils insured against by this Policy.

Waiver of Subrogation Rights Clause

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

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