

"BLANKET" PUBLIC LIABILITY POLICY

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 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" Public Liability 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" 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 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-EC000475-R00
TYPE	PUBLIC LIABILITY 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 ALL SUMS WHICH THE INSURED BECOMES LEGALLY LIABILITY TO PAY AS DAMAGES IN RESPECT OF -</p> <p>A) BODILY INJURY (INCLUDING DEATH OR DISEASE) TO ANY PERSON</p> <p>B) LOSS OF OR DAMAGE TO PROPERTY</p> <p>ARISING IN CONNECTION WITH THE CONTRACT WORKS COVERED UNDER THE POLICY.</p> <p>IN ADDITION, INSURER WILL PAY CLAIMANTS' AND INSURED'S COSTS AND EXPENSES, SUBJECT TO THE INSURER'S PRIOR AGREEMENT.</p>
INTEREST	<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 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

ATTACHING TO AND FORMING PART OF SCHEDULE

- LIMIT OF INDEMNITY**
- A. **CONTRACT VALUE NOT EXCEEDING S\$1,000,000**
S\$1,000,000 ANY ONE ACCIDENT/OCCURRENCE
UNLIMITED ANY ONE PERIOD
- 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
- SUB-LIMIT**
- PROPERTY IN THE INSURED'S CARE, CUSTODY & CONTROL;
PROPERTY WORKED UPON & WORK ON BOARD VESSELS
- S\$500,000 ANY ONE ACCIDENT / ANY ONE PERIOD
- SUBJECT TO ONE AUTOMATIC REINSTATEMENT OF S\$500,000 ANY ONE ACCIDENT / ANY ONE PERIOD AT NO ADDITIONAL PREMIUM
- TERRITORIAL LIMIT**
- ANYWHERE WITHIN THE REPUBLIC OF SINGAPORE
- 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. APPROVED ADJUSTERS CLAUSE- CRAWFORD-THG (SINGAPORE) PTE LTD
2. CLAIMS CONDITION - THE INSURER WILL APPOINT A LAWYER MUTUALLY AGREED BY PSA AND THE INSURER TO DEFEND ANY CLAIM MADE AGAINST PSA AND PAYABLE UNDER THE POLICY. AS AND WHEN REQUESTED BY PSA, SUCH LAWYER WILL EXPEDITIOUSLY PROVIDE PSA WITH HIS/HER WRITTEN OPINION ON THE STRENGTHS AND WEAKNESSES OF THE DEFENCE AND/OR UPDATES OF ANY LEGAL PROCEEDINGS AND/OR SETTLEMENT NEGOTIATIONS
3. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001
4. CROSS LIABILITY

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

5. CO INSURANCE CLAUSE – WHERE MORE THAN ONE UNDERWRITER SUBSCRIBES TO THIS INSURANCE IT IS AGREED THAT ALL UNDERWRITERS SUBSCRIBING HERETO WILL BE BOUND BY THE DECISION OF THE LEADING UNDERWRITER AND WILL FOLLOW THE SAME RATES, CONDITIONS, CLAIM SETTLEMENTS AND ALL MATTERS RELATING TO THE INSURANCE GRANTED BY THIS POLICY AS MAY BE AGREED BY THE LEADING UNDERWRITER WITH THE EXCEPTION OF EX-GRATIA PAYMENTS AND/OR COMMERCIAL CONSIDERATIONS:-

IT IS FURTHER AGREED THAT ALL ENDORSEMENTS HERETO WILL BE LEGALLY BINDING ON ALL UNDERWRITERS WHEN SIGNED BY THE LEADING UNDERWRITER

6. DELETION OF DEFINITIONS 4(b)(i) AND GENERAL EXCEPTIONS 4(a), 4(c) & 4(d)
7. ELECTRONIC DATE EXCLUSION CLAUSE
8. FALSE ARREST
9. FIRE, EXPLOSION AND FLOOD
10. FIRE BRIGADE AND WATER DAMAGE
11. FIRST AID FACILITIES
12. GENERAL EXCEPTIONS 4(b) IS AMENDED TO READ AS "PROPERTY OWNED, LEASED, RENTED OR OCCUPIED BY THE INSURED OTHER THAN PREMISES AT WHICH THE INSURED IS UNDERTAKING WORK IN CONNECTION WITH THE BUSINESS"
13. INDEMNITY TO PRINCIPALS
14. INTERNET LIABILITY EXCLUSION
15. LOADING AND UNLOADING OF VEHICLES
16. PLANT AND MACHINERY
17. QUARTERLY DECLARATION CLAUSE
18. SEEPAGE, POLLUTION & CONTAMINATION
19. USE OF LIFTING MACHINERY
20. VIBRATION, REMOVAL OR WEAKENING OF SUPPORT ENDORSEMENT
21. 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
22. NOTED AND AGREED THAT WATER DAMAGES HOWSOEVER CAUSED IS COVERED SUBJECT TO EXCESS OF S\$1,000 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

ATTACHING TO AND FORMING PART OF SCHEDULE

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

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.

24. ALL DEDUCTIBLES ARE TO BE BORNE BY CONTRACTOR ONLY

SPECIFIC EXCLUSION

THIS POLICY EXCLUDES ALL FORMS OF MARINE LIABILITY ABSOLUTELY HOWSOEVER CAUSED ARISING FROM THE OPERATIONS OF THE VESSELS INCLUDING :

- LIABILITY ARISING OUT OF FUELLING, LOADING OR UNLOADING OF ANY VESSELS
- LIABILITY FOR COSTS OR EXPENSES OF, OR INCIDENTAL TO, THE REMOVAL OF THE WRECK OF ANY VESSELS
- PERSONAL INJURY TO PASSENGERS
- DAMAGE TO PIER / DOCK / BUOY / CABLE / BEACON / BRIDGE / LIGHTHOUSE OR TO ANY FIXED OR MOVEABLE OBJECT OR PROPERTY

DEDUCTIBLES

1. GRASS CUTTING & CLEANING, REMOVAL OF REFUSE AND PALLETS DUNNAGE
 - S\$500 PER OCCURRENCE
2. CARE, CUSTODY AND CONTROL, PROPERTY WORKED UPON & WORK ON BOARD VESSELS (INCLUDING VESSEL DAMAGE)
 - 10% OF LOSS, SUBJECT TO MIN. S\$5,000 PER OCCURRENCE
3. EXCAVATION, EARTH MOVEMENT, SUBSIDENCE, UNDERGROUND SERVICES (INCLUDING CABLES, PIPING, ETC), COLLAPSE, VIBRATION, REMOVAL OR WEAKENING OF SUPPORT
 - 15% OF LOSS, SUBJECT TO MIN. S\$5,000 PER OCCURRENCE
4. OTHERS - S\$1,000 PER OCCURRENCE

INSURER OR "THE COMPANY"

TOKIO MARINE INSURANCE SINGAPORE LTD	60%
FIRST CAPITAL INSURANCE LTD	40%

PUBLIC LIABILITY POLICY

This Policy does not provide and is not intended to provide insurance for products or goods supplied in the course of the Insured's principal business activity.

This Policy, the Schedule, Conditions, Exceptions and Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

The Insured and **Tokio Marine Insurance Singapore Ltd and First Capital Insurance Ltd** (hereinafter call "the Company") agree

1. the Insured will pay the Premium.
2. the Company will provide the Insurance subject to the terms of this Policy.
3. The observance of the terms of this Policy relating to anything to be done or complied with by the Insured shall be conditions precedent to any liability of the Company

INSURANCE

The Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of

- a) accidental Injury to persons
- b) accidental Damage to tangible property

happening within the Territorial Limits during any Period of Insurance in connection with the contract works covered under the Policy.

LIMIT OF INDEMNITY

The total amount payable by the Company for damages and claimant's costs and expenses in respect of one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity irrespective of the number of parties entitled to indemnity under this Policy.

For the purposes of establishing the total amount payable by the Company in respect of one Period of Insurance it is understood that any release of Pollutants consequent on or attributable to one source or original cause (irrespective as to whether the release is continuous or intermittent) shall be considered as one release.

The Company will in addition pay all costs and expenses incurred with its written consent.

DEFINITIONS

For the purposes of this Policy

1. Business shall include
 - a) the ownership repair and maintenance of the Insured's own property
 - b) the provision and management of canteen, social, sports and welfare organisations for the benefit of the Insured's employees and first aid fire and ambulance services.
2. Damage shall mean physical loss or damage and shall include all resultant loss of use of anything physically lost or damaged. All such loss of use shall be deemed to occur at the time of the loss or damage giving rise thereto.
3. Employee shall mean
 - a) person under a contract of service or apprenticeship with the Insured
 - b) person hired to or borrowed by the Insured
 - c) self-employed person
 - d) person employed by labour only sub-contractors

whilst working for the Insured in connection with the Business.

4. Territorial Limits shall mean
 - a) the Geographical Area defined in the Schedule
 - b) elsewhere in the world but only in respect of Injury or Damage which arises out of
 - i) products supplied by the Insured from the Territory
 - ii) the activities of a person whose normal place of residence is in the Territory but is away for a short time in connection with Business of the Insured

5. Injury shall mean bodily injury, disease or illness including death resulting therefrom.
6. Pollutants shall mean any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, soot, fumes, acids, alkalis, bacteria, chemicals, sewage and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
7. Products shall mean all goods or products supplied by the Insured together with containers, packaging and instructions supplied therewith.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

- (1) Injury or Damage caused by or arising in connection with the ownership, possession or use by or on behalf of the Insured of mechanically propelled vehicles licensed for road use or for which a Certificate of Motor Insurance is required, locomotives, aircraft, aerial devices, hovercraft or water-borne craft.
- (2) Injury or Damage caused by or arising in connection with foul berthing.
- (3) Injury to any Employee or any claim arising under any Workmen's Compensation law.
- (4) Damage to
 - (a) Any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support
 - (b) property owned, leased, rented or occupied by the Insured other than premises at which the Insured is undertaking work in connection with the Business
 - (c) 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
 - (d) that part of any property worked upon by the Insured or any person acting on behalf of the insured which arises out of such work.
- (5) Claims arising out of liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement other than liability assumed by the Insured under the contract for which the policy is taken.
- (6) Claims arising out of a breach of the duty owed in a professional capacity by the Insured.
- (7) Claims arising out of advice, design, formula or specification provided for a fee.
- (8) Injury or Damage directly or indirectly caused by or arising out of Pollutants unless caused by or arising out of an identifiable, unexpected and accidental release (including discharge, dispersal, seepage, migration and escape) of Pollutants which commences during any Period of Insurance and is
 - (a) detected within 7 days of its commencement, and
 - (b) reported to the Company within 7 days of its being detected.

For the purposes of this Policy the commencement of any intermittent release shall be deemed to be at the start of the first release of the series.
- (9) Claims, damages, costs and expenses arising out of any obligation on the Insured or others to test for, monitor, clean up, remove, contain, treat detoxify 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.
- (10) Claims arising out of Products supplied except for food and drinks supplied by the Insured in canteens and sports and social clubs provided by the Insured for the use of Employees.
- (11) The cost of recalling any defective or potentially defective Product supplied.
 - (a) Fines or penalties
 - (b) Aggravated, exemplary or punitive damages
- (12) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) Nuclear weapons material
 - (b) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For purpose of this General Exception combustion shall include any self-sustaining process of nuclear fission.

- (13) Any consequence of war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not), mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, detention, nationalisation, requisition, wilful destruction by the government or public authority, acts of terrorism committed by a person/persons acting on behalf of or in connection with any organisation, martial law or state of siege.
- (14) This insurance 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.
- (15) **Terrorism**
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.

EXTENSION

The following shall be indemnified subject to the Limit of Indemnity in this Policy as if a separate policy had been issued to each

- (1) the personal representatives of the Insured in respect of liability incurred by the Insured.
- (2) If the Insured so requests
- (a) any principal for whom the Insured is carrying out work in connection with the Business
 - (b) any director or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - (c) the officers, committees and members of the Insured's canteen, social, sports and welfare organisations and first aid fire and ambulance services in their respective capacities as such each of whom shall as though they are the Insured be subject to the terms of the Policy so far as they can apply.

JURISDICTION CLAUSE

It is hereby declared and agreed that the indemnity provided by this Policy shall not apply to:-

- i) Compensation for damage in respect of judgment not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Singapore, Malaysia and Brunei.
- ii) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Republic of Singapore, Malaysia and Brunei.

Subject otherwise to the terms and conditions of this policy.

GENERAL CONDITIONS

- 1) The Insured shall take reasonable precautions to prevent Injury and Damage and to comply with all obligations and regulations set out in any legislation applications set out in any legislation applicable or imposed by any authority and to maintain all buildings, furnishings, ways and works machinery and plant in sound conditions. The Insured at his own expense shall cause any defect or danger to be made good or remedied as soon as possible after discovery and in the meantime shall cause such additional precautions to be taken as the circumstances may require.
- 2) The Insured shall cause all passenger lifts, boilers and pressure vessels for which the Insured has responsibility to be inspected at his own expense at least once per year by a suitably qualified engineer. Any recommendations regarding overhaul, repair or maintenance made during or following such inspection shall be implemented as soon as practicable by the Insured.

- 3) If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured.
- 4) 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.

CLAIMS CONDITIONS

- 1) Upon the happening of any event which may give rise to a claim (regardless of any Excess) the Insured shall forthwith give written notice to the Company with full particulars.
- 2) Every letter, claim, writ, summons and process shall be forwarded to the Company on receipt. Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy.
- 3) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require.
- 4) In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause the Company may at any time after the deduction of any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages, claimant's costs and expenses) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which the Company may be responsible under this Policy in respect of matters prior to the date of such payment.
- 5) If the Company has not exercised its rights under Claims Condition 4 the liability of the Company to pay all costs and expenses (other than claimant's costs and expenses) in circumstances where the amount or amounts of damages and claimant's costs and expenses exceed the Limit of Indemnity shall be limited to such proportion of the costs and expenses (other than claimant's costs and expenses) as such Limit of Indemnity bears to the total amount payable for damages and claimant's costs and expenses.
- 6) If at the time of any claim there is or but for the existence of this Policy there would be other insurance covering the same liability, the indemnity provided by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected.

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

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

Claims Condition

The insurer will appoint a lawyer mutually agreed by PSA and the insurer to defend any claim made against PSA and payable under the policy. As and when requested by PSA, such lawyer will expeditiously provide PSA with his/her written opinion on the strengths and weaknesses of the defence and/or updates of any legal proceedings and/or settlement negotiations

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.

Cross Liability Clause

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

Electronic Date 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.

False Arrest

It is hereby declared and agreed that the meaning of the words "Bodily Injury" will include false arrest, false imprisonment, wrongful eviction, assault, battery, wrongful detention by the Insured's security guards provided such acts are not wilful. No liability shall attach to the Company for loss arising as a result of libel, slander and defamation.

Fire, Explosion and Flood

It is hereby declared and agreed that notwithstanding anything contained herein to the contrary, this Policy is extended to cover the Insured's legal liability in respect of injury or damage caused by or in connection with or arising from fire, explosion and flood.

Fire Brigade and Water Damage

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.

First Aid Facilities

This Policy extends to cover the legal liability of the Insured arising out of provision 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 organisation.

Indemnity to Principals

It is hereby declared and agreed that this Policy is extended to indemnify the Principal for claims in respect of bodily injury or damage to property arising out of the business of the Insured.

In the event of the Principal being entitled to indemnity under any other policy of insurance the indemnity granted herein will only apply in respect of an amount in excess of that provided by such other policy.

Provided always that:

- a. It shall be a condition precedent to the liability of the Company herein that the Principal hereby indemnified shall comply with and be subject to the terms and conditions and exceptions of the Policy as though such principal were the Insured.
- b. The limit of indemnity shall apply inclusive of this endorsement.

Internet Liability Exclusion

This insurance agreement does not apply to any losses (bodily injury, property damage or any other loss covered under policies insured hereunder) arising, directly or indirectly, out of, or in any way involving an original insured's "internet operations", including but not limited to business conducted and/or transacted via internet, intranet, extranet and/or via the "insured's" own website, internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

Loading and Unloading of Vehicles

This policy is extended to cover the legal liability of the Insured in respect of any bodily injury or loss or damage to property caused by or arising from beyond the limits of any carriageway or thoroughfare in connection with:

- a) the bringing of the load to such vehicles for loading thereon
- b) the taking away of the load from such vehicle after unloading therefrom by the Insured's employees

Provided always that the liability of the Company under this Policy and endorsement shall not in any way increase the limit of liability under the terms of the Policy.

Memo

It is hereby declared and agreed that Definitions 4(b)(i), General Exceptions 4(a), 4(c) and 4 (d) are hereby deleted.

Plant and Machinery Clause

It is hereby expressly understood and agreed that should any plant or machinery owned or used by the Insured be specifically insured under any other policy for Third Party Liability, then the Company will not indemnify the Insured nor be called upon to contribute under this Policy for any loss or damage attributed to the use of such plant and machinery.

Seepage, Pollution & Contamination Clause

This insurance does not cover any liability for :

1. Removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others, provided always that this paragraph (1) shall not apply to any liability which would otherwise be covered under this insurance for such removal, loss or damage directly attributable to blow-out, cratering or fire of an oil or gas well owned or operated by, or under the control of the Insured.
2. Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Insured.
3. Personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (3) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed where such seepage, pollution or contamination is caused by a sudden, identifiable, unintended and unexpected happening during the period of this insurance.
4. the cost of removing, nullifying or cleaning-up of seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, identifiable, unintended and unexpected happening during the period of this insurance
5. Fines, penalties, punitive or exemplary damages. This clause shall not extend this insurance to cover any liability which would have not been covered under this insurance had this clause not been attached.

Use of Lifting Machinery

It is agreed that the insurance under this Policy is extended to cover all plant and machinery, lifts, hoist, crane, other equipment and vehicles used in connection with the Insured's Business but excluding the use of such vehicles in circumstances to which the Road Traffic Acts or any amendments thereof apply, and excluding liability which is covered by any other Policy or Policies.

Vibration, Removal or Weakening of Support

It is hereby declared and agreed that 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

- (i) the Insured if required shall before the commencement of the Works and at his own expense prepare a report on the condition of any endangered property or land or building;
- (ii) immediately upon discovery of damage to third party property caused by vibration or by the removal or weakening of support due or alleged to be due to any operations of the Insured or any person acting on his behalf the Insured shall notify the Company as soon as possible and carry out whatever repairs and install additional supports to the damaged property in accordance with the Company's instruction.

The Company will not indemnify the Insured in respect of liability for

- (a) the costs of loss prevention or minimization measures which become necessary during the period of insurance
- (b) claims in respect of that part of loss or damage of any property or land or building if the loss or damage has already taken place or existed prior to the commencement of the Works. The onus of proving that such loss or damage has existed prior to the commencement of the Works lies with the Company.

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.