



redefining / insurance

**AXA INSURANCE SINGAPORE PTE LTD**

8 Shenton Way, #27-01 AXA Tower  
Singapore 068811  
Customer Care Department: #B1-01  
☎ 1800-880 4888 (Within Singapore)  
(65) 6880 4888 (International)  
📠 (65) 6338 2522  
🌐 www.axa.com.sg  
GST Reg No. M2-0009922-2  
Co. Reg No. 196900406D

## Small Construction Package

### IMPORTANT

1. Premium Payment Warranty Clause requires the premium to be paid in full within a specific period failing which there would be no liability under the policy, renewal certificate, cover note and endorsement, etc.
2. We would remind you that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from your policy.

### SMALL CONSTRUCTION PACKAGE POLICY

WHEREAS the Insured named in the Schedule hereto has made to AXA Insurance Singapore Pte Ltd (hereinafter called the "Company") a written proposal which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to the Insured having paid or agreed to pay to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon ("Terms") the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

### PERIOD OF INSURANCE

The liability of the Company shall commence on the date specified in the Schedule, notwithstanding (i) work having already commenced or (ii) items in the Schedule having already been unloaded at the site. The Company will not accept any liability or claim arising due to backdating of coverage.

The Company's liability expires for parts of the insured contract works taken over or put into service.

Coverage under the Policy shall expire on the date specified in the Schedule. Any extensions of the Period of Insurance are subject to the prior written consent of the Company.

## GENERAL POLICY DEFINITIONS

The Proposal Form, Policy, Schedule and any Endorsement should be read together as one contract.

In the Policy, Schedule and/or Endorsement, where consistent with the context, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and the following words and expressions shall have the meanings as stated below:

Word	Meaning
1. Application Form	Shall mean the application form signed by the Insured that provides details of: a. the project; b. all material information relevant to the cover; and c. any other representations and warranties.
2. Common Law	Shall refer to any laws or regulation of the Republic of Singapore.
3. Company	Shall mean AXA Insurance Singapore Pte Ltd.
4. Construction Period	Shall mean the date of the contract specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. It will end when parts of the Insured contract works is taken over or put into service.
5. Contract Works	Shall Mean the permanent and temporary works executed in performance of the contract and materials for use in connection therewith.
6. Contractor(s)	Shall mean the combination of Main-Contractor and Sub-Contractor.
7. Deductible	Shall mean the amount shown in the Policy and/or Schedule for each loss/accident, for which the Company shall not reimburse the Insured in the event of a claim. It is also called the Policy excess.
8. Insured	Shall mean the insured person(s) or company(ies) named in the Schedule.
9. Limit of Indemnity	Shall mean the maximum amount the company will pay for compensation and Insured's costs and expenses arising from any one claim and all claims in the aggregate made by the Insured under this Policy during the Period of Insurance.
10. Main-Contractor	Shall mean the main individual or business responsible for (and contracted to perform) the construction of an entire building or project, rather than individual duties.
11. Maintenance Period	Shall mean the period when the Contractor(s) are contractually obliged to return to site to make good any defects which manifest during this period after the project has been constructed and erected. It may also be referred to as the defects liability period.

12. Period of Insurance	<p>Shall mean:</p> <ul style="list-style-type: none"> <li>a. the period of cover shown on the Schedule;</li> <li>b. the Construction Period + Maintenance Period; and</li> <li>c. any following period, for which cover is extended by mutual agreement.</li> </ul>
13. Policy	<p>Shall include the following documents:</p> <ul style="list-style-type: none"> <li>a. this Policy booklet,</li> <li>b. the Schedule,</li> <li>c. the Application Form, and</li> <li>d. any endorsements attached or issued by the Company.</li> </ul>
14. Principal	<p>Shall mean the client who awards a contract to a Contractor for completion of a job or project in accordance with terms of the contract. It may also be referred to as the owner.</p>
15. Property Insured	<p>Shall mean the building or project and/or contract works entered into the Application Form.</p>
15. Schedule	<p>Shall mean the document which reflects details of:</p> <ul style="list-style-type: none"> <li>a. the Insured,</li> <li>b. any terms and conditions that are specific to the Policy.</li> </ul>
16. Sub-Contractor	<p>Shall mean an individual or company who is hired by the Main-Contractor (or other sub-contractor) to perform a specific task as part of the overall project.</p>

## **SECTION I - MATERIAL DAMAGE**

The Company hereby agrees with the Insured that if at any time during the Period of Insurance the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) upon to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in any one event the Limit of Indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The Company will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefor has been entered in the Schedule.

### **SPECIAL EXCLUSIONS TO SECTION I**

The Company shall not, however, be liable for

- a) the Deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;
- c) loss or damage due to faulty design;
- d) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;
- e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- f) mechanical and/or electrical breakdown or derangement of construction plant, equipment and construction machinery;
- g) loss of or damage to vehicles licensed for general road use or water borne vessels or aircraft;
- h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;
- i) loss or damage discovered only at the time of taking an inventory.

## PROVISIONS APPLYING TO SECTION I

**Memo 1 - Sums Insured:** It is a requirement of this Policy that the sums insured stated in the Schedule shall not be less than

for item 1 the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues and materials or items supplied by the Principal;

and the Insured undertakes to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Company.

If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

**Memo 2 - Basis of Loss Settlement:** In the event of any loss or damage the basis of any settlement under this Policy shall be

- a) in the case of damage which can be repaired the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage; or
- b) in the case of a total loss the actual value of the items immediately before the occurrence of the loss less salvage,

However, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with.

The Company will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired, shall be repaired but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) above.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

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

## **ADDITIONAL BENEFIT APPLICABLE TO SECTION I**

### **Cessation of work**

Any damage or loss directly caused by the cessation of work is covered provided such cessation does not exceed 30 days.

The Insured undertakes to implement all reasonable precautionary measures before and during actual cessation of work to prevent damage or loss, including providing full time security at the worksite.

### **Limited Defective Condition (DE3) (Sub limit: S\$100,000)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this Policy shall cover resultant damage to fixtures in the Property Insured that are correctly installed due to defects in the design, plan, specification, materials or workmanship of such Property Insured or any part thereof.

This excludes loss of, damage to or the cost necessary to replace repair or rectify:-

- a) Property Insured which is in a defective condition due to defects in design, plan, specification, materials or workmanship of such Property Insured or any part thereof; or
- b) Property Insured lost or damaged to enable the replacement, repair or rectification of Property Insured excluded by a) above.

Exclusion a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this exclusion, the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, material or workmanship in the Property Insured or any part thereof.

Deductible: S\$5,000.00 each and every loss

### **Cover for extra charges for airfreight (Sub limit: S\$10,000)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this Policy shall be extended to cover extra charges for airfreight.

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

### **Cover for extra charges for overtime, night work, etc. (Sub limit: S\$10,000)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, this Policy shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding air freight).

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

If the sum(s) insured to the damage 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.

### **Extended maintenance cover**

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

- caused by the Insured(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract,
- occurring during the maintenance period provided such loss or damage was caused on the site during the construction period before the certificate of completion for the lost or damaged section was issued.

**Inland transit (Sub limit: S\$10,000)**

This policy extends to cover the insured property whilst in transit. The Company shall not be liable for loss or damage from unattended conveyance.

**Professional fees**

Coverage under this Policy includes professional fees for services (but not for the purpose of preparing claims or disputing policy liability) by architects, engineers and surveyors reasonably and necessarily incurred by the insured to restore insured property subject to property damage. Provided always that the Company's maximum liability for such professional fees shall be the amount specified in the Application Form.

**Principal's existing property or property belonging to or held in care, custody, or control**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions, and conditions, contained in the policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of this Policy shall be extended to cover loss of or damage to the Principal's existing property or property belonging to the or held in care, custody or control by the Insured(s).

Insured property: Principal property

The Company will only indemnify the Insured(s) for loss of or damage to the insured property provided that prior to the commencement of construction its condition is sound and the necessary safety measures have been taken. In respect of loss or damaged caused by vibration or by the removal or weakening of support the Company will only indemnify the Insured for loss or damage as a result of a total or partial collapse of the insured property, and not for superficial damage which neither impairs the stability of the insured property nor endangers its users.

The Company will not indemnify the Insured(s) for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Provided the Company's maximum liability for such cost and expense shall be the amount specified in the Application Form.

Deductible: S\$5,000 each and every loss

**Removal of debris**

This Policy includes reasonable cost and expense necessarily incurred to support, dismantle demolish or remove debris of insured property subject to property damage and to provide site hoardings or barriers therefore necessary for public safety.

Provided the Company's maximum liability for such cost and expense shall be the amount specified in the Application Form.

## **SECTION II - THIRD PARTY LIABILITY**

The Company will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon:

- a) accidental bodily injury to or illness of third parties (whether fatal or not)
- b) accidental loss of or damage to property belonging to third parties  
occurring in direct connection with the erection, construction or testing of the items insured under Section I and happening on or in the immediate vicinity of the site during the Period of Cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will in addition indemnify the Insured against:

- a) all costs and expenses of litigation recovered by any claimant from the Insured, and
- b) all costs and expenses incurred with the written consent of the Company.  
provided always that the liability of the Company under this section shall not exceed the Limits of Indemnity stated in the Schedule.

### **SPECIAL EXCLUSIONS TO SECTION II**

The Company will not indemnify the Insured in respect of:

1. the Deductible stated in the Schedule to be borne by the Insured in any one occurrence;
2. expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
3. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);
4. liability consequent upon:
  - a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
  - b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or an employee or workman of one of the aforesaid;
  - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
  - d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

### **SPECIAL CONDITIONS APPLYING TO SECTION II**

1. 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 who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
2. The Company may so far as any accident is concerned pay the Insured the Limit of Indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident under this Section.



## **ADDITIONAL BENEFIT APPLICABLE TO SECTION II**

### **Cover for cross liability**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, third party liability cover of the Policy shall apply to the Insured parties named in the Schedule as if a separate Policy had been issued to each party, provided that the Company shall not indemnify the Insured under this endorsement in respect of liability for:

- loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to an excess or limit,
- fatal or non-fatal injury or illness of the employees or workmen who are or could have been insured under Section III of this Policy and/or employers' liability insurance.

### **Special conditions on underground cables, pipes and other facilities**

It is agreed and understood that otherwise subject to the terms, exceptions, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall only indemnify the Insured in respect of loss of or damaged to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a Deductible of 20% of the loss amount or the Deductible stated in the Policy Schedule, whichever is the greater.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the Deductible stated in the Policy Schedule.

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

Limit of Indemnity (any one occurrence): S\$1,000,000

Deductible: 10% of loss, minimum S\$7,500 each and every loss

### **Vibration, Removal or Weakening of support**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, Section II of this Policy 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

1. the Company will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse;
2. the Company will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken;
3. the Insured if required shall before commencement of construction and at his own expense prepare a report on the condition of any endangered property or land or building.

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

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- superficial damage which neither impairs the stability of the property, land, or buildings nor endangers their users,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Deductible: 10% of loss, minimum S\$7,500 each and every claimant

Limit of Indemnity (any one occurrence): S\$1,000,000

### **Section III – Work Injury Compensation**

The Company will indemnify the Insured that if any employee described in the Schedule in the Insured's employment shall sustain personal injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business, the Company will subject to the terms exceptions conditions and warranties, and any memorandum if applicable, contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the terms of this Policy) indemnify the Insured against all sums for which the Insured shall be liable to pay compensation either under the Legislation or at Common Law, and will in addition pay all costs and expenses incurred by the Insured with the written consent of the Company.

In the event of the death of the Insured, the Company will indemnify the Insured's legal personal representatives in accordance with the terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe comply fulfil and be subject to the Terms of this Policy in so far as they can apply.

PROVIDED ALWAYS that in the event of any change in the Legislation or the substitution by other legislation therefor the Company reserves the right to cancel this Policy in accordance with Condition 9 contained herein or allow the Policy to remain in force and charge additional premium therefor.

### **Limit of liability under Section III**

The Company's liability in respect of Common Law claims shall be limited to \$10,000,000.00, unless otherwise specified in the Schedule, for any one claim or series of claim arising out of an event.

### **JURISDICTION**

1. This Policy shall be governed by the laws of the Republic of Singapore.
2. The indemnity under this Policy shall not apply in respect of judgments that are not in the first instance delivered by or obtained from a court or tribunal of competent jurisdiction within the Republic of Singapore.

### **AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

Nothing in this Section or any endorsement hereon shall affect

1. the right of any person entitled to indemnity under this Policy, or
2. the right of any other person to recover compensation, under or by virtue of the Legislation.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the Legislation.

### **SPECIAL EXCLUSIONS TO SECTION III**

The Company shall not be liable in respect of

1. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
2. any sum which the Insured would have been entitled to recover from any party but or an agreement between the Insured and such party.
3. any injury to any employee of the Insured resulting from an accident if it is proved that the injury to the employee is directly attributable to the employee having been at the time thereof under the influence of alcohol or a drug not prescribed by a medical practitioner unless the Insured are liable under the Legislation.
4. any incapacity or death resulting from a deliberate self-injury or the deliberate aggravation of an accidental injury.

## **SPECIAL CONDITIONS APPLYING TO SECTION III**

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear.
2. In so far as it is not prohibited by the Legislation the Insured shall at all times observe, comply and fulfil the Terms of this Policy.
3. The truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy and shall be the basis of this Contract.
4. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
5. The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's employee and shall comply with all statutory obligations and requirements
6. a) In the event of the occurrence of any accident/occupational disease that may give rise to a claim under this Policy, the Insured shall give notice of the occurrence in accordance with the time limits set out by Legislation to the Company with full particulars.

Current Legislation requires employers to report an accident within 10 days of the occurrence of the accident when:-

- (i) it results in death of an employee; or
- (ii) Employee is unfit for work for more than 3 consecutive days; or
- (iii) Employee is hospitalized for at least 24 hours.

When any employee contracts an occupational disease, the employer is required to report the accident within 10 days of receipt of the written diagnosis from a medical practitioner.

If the notice period is not stipulated by Legislation for a particular occurrence then notice of the occurrence shall be given to the Company within 10 days of the Insured having knowledge of the same.

- b) Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease.
7. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for its own benefit any claim indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in settlement of any claim and the Insured shall give such information and assistance as the Company may require.
8. If the nature of the Business as described in the Schedule is changed in such a way as to increase the risk of accident or disease to any employee in the Insured's employment the coverage under this Policy ceases in regard to the employee affected unless the Insured, before the occurrence of any accident or discovery of disease involving the Insured's employee, obtains the written consent of the Company to such change.
9. At any time after the happening of any accident or disease giving rise to a claim or series of claims under this Policy the Company may pay to the Insured the full amount of the Company's liability and relinquish the conduct of any claim defence or proceedings and the Company shall not be responsible for any damage loss or liability alleged to have been caused to the Insured in consequence of any alleged act or omission of the Company in connection with such claim defence or proceedings or of the company relinquishing such conduct nor shall the Company be liable for any cost or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.

## **AVERAGE CLAUSE**

If the Estimated Annual wages, salaries and other monetary earnings declared by the Insured, which must include those paid by the Insured as well as those paid by other employers and known to be Insured, is lesser than the actual Annual wages, salaries and other monetary earnings at the time of the inception of the Policy, the Insured may not be indemnified for the full extent of the Insured's liability, as the Insured will be deemed to be his own insurer to the extent of the shortfall in the Annual wages, salaries and other monetary earnings declared and the Insured shall bear a rateable proportion of the liability accordingly. The Annual wages, salaries and other monetary earnings must consist of the normal wages, food and housing allowances, overtime payments, bonuses and annual wages supplements but excluding travelling allowances and employers' CPF contributions.

## **INTERPRETATION**

1. ALL references to "Legislation" in this Section shall mean the Work Injury Compensation Act (Cap. 354) amendments and re-enactment thereof and any regulations made thereunder.
2. Words used in this Section shall have the same meanings as that defined in the Legislation.

## **ADDITIONAL BENEFIT APPLICABLE TO SECTION III**

### ENDORSEMENT W.216

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

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

## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal made by the Insured shall be a condition precedent to any liability of the Company.
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
4.
  - a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
  - b) The Insured shall immediately notify the Company by telephone and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance be confirmed in writing by the Company.

5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall
  - a) immediately notify the Company by telephone as well as in writing, giving an indication as to the nature and extent of loss or damage;
  - b) take all steps within his power to minimise the extent of the loss or damage;
  - c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
  - d) furnish all such information and documentary evidence as the Company may require;
  - e) inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under these conditions, the Insured may carry out the repairs or replacement of any minor damage; in all other cases a representative of the Company shall have the opportunity of inspecting the loss or damages before any repairs or alterations are effected. If a representative of the Company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if the said item is not repaired properly without delay.

6. 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 required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their 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 the Insured's indemnification by the Company.
7. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with

the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company.

8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided herein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefits under this Policy shall be forfeited.
9. If at the time any claim arises under the Policy there be any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.
10. A person or any entity who is not a party to this Policy Contract shall have no right under the Contract (Rights of Third Party) Act (Cap 53B) to enforce any of its terms.

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The Company will not indemnify the Insured in respect of any actual or alleged liability for any claim or claims in respect of loss or losses directly or indirectly arising out of, aggravated by, resulting from or in consequence of, or in any way involving:

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot strike, lockout, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organisation, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- b) nuclear reaction, nuclear weapons material, ionizing or nuclear radiation or radioactive contamination by radioactivity;
- c) wilful act or wilful negligence of the Insured or of his representatives;
- d) cessation of work whether total or partial;
- e) any act of 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;
- f) the Company shall be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under united nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America;
- g) this Policy does not cover any loss, damage, consequential loss or legal liability directly or indirectly caused by or consisting of or arising from the failure or inability of any computer, electronic equipment, data processing or media, microchip, embedded chip, integrated circuit or similar device, or firmware or any computer software, whether the property of the Insured or not, occurring at any time to:-
  - (i) correctly recognize any date as its true calendar date
  - (ii) capture save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than a its true calendar date
  - (iii) capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not exclude subsequent loss, damage or consequential not otherwise excluded, which itself results from a defined peril.

the words "defined peril" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot and strike, malicious damage, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal where such loss, damage or consequential loss is insured by the policy.

- h) 1. Electronic Data exclusion
  - (i) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Viruses) or loss of use, reduction in functionality, cost expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful and otherwise unauthorized instructions or code including a set of maliciously introduced unauthorised instructions or code



programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Also includes but is not limited to “trojan horses”, “worms” and “time or logic bombs”.

- (ii) However, in the event that a peril listed below results from any of the matters described in paragraph i) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the policy period to Property Insured by this Policy directly caused by such Listed Peril.

Listed Perils shall refer to the following:

Fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

2. Electronic Data processing media valuation

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such electronic data to the assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

- i) exposure to magnetic electric or electromagnetic fields or radiation however caused or generated;
- j) asbestos, or any materials containing asbestos in whatever form or quantity;
- k) the indemnity expressed herein shall not apply in respect of judgments which are not in the first instance, obtained from a court of competent jurisdiction within the Republic of Singapore.
- l) transmissible spongiform encephalopathy arising from blood donor services, manufacturer of pharmaceutical products; manufacturer of animal feeds/fodders, feed mills, utilisation of animal parts; hospitals, including fertility clinics and clinics engaged in surgery, and surgical device manufacturers.
- m) this policy does not cover works involving
  - heights exceeding 10-meters or 3-storey, whichever is lower;
  - excavation depth exceeding 1.5-meters;
  - contract period and/or maintenance period of more than 12 calendar months;
  - wet risk;
  - contract/project value more than S\$1,000,000.00;
  - construction period longer than 12 calendar months;
  - maintenance period longer than 12 calendar months;
  - all standalone scaffolding erection works;
  - all demolition works or piling works, either standalone or form parts of the contract;
  - works near power plant, boilers, clean room, transformers, mills, cement plants, steel/metal plant, waste recovery/recycling plant, chemical and/or petrochemical plants.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of exclusion(s) above any loss, destruction, damage or liability is not covered by this Policy the burden of proving that such loss, destruction, damage or liability covered shall be upon the Insured.



## **PREMIUM PAYMENT WARRANTY**

1. Notwithstanding anything herein contained but subject to Clause 2 hereof, it is hereby agreed and declared that if the period of insurance is 60 days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this policy was effected) within 60 days of the
  - a) inception date of the coverage under the policy, renewal certificate or cover note; or
  - b) effective date of each endorsement, if any, issued under the policy, renewal certificate or cover note.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this policy was effected) within the 60 days period referred to the above, then
  - a) the cover under the policy, renewal certificate, cover note or endorsement is automatically terminated immediately after the expiry of the said 60 days period;
  - b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60 days period; and
  - c) the Company shall be entitled to a pro rata time on risk premium subject to a minimum S\$26.75 (inclusive of GST).
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this policy was effected) within the period of insurance.

## **CONDITION PRECEDENT**

1. The validity of this policy is subject to the condition precedent that
  - a) for the risk insured, the named Insured has never had any insurance terminated in the last twelve (12) months due solely or in part to a breach of any premium payment condition; or
  - b) if the named Insured had declared that it has breached any premium payment condition in respect of a previous policy taken up with another Insurer in the last twelve (12) months;
    - (i) the named Insured has fully paid all outstanding premium for time on risk calculated by the previous Insurer based on the customary short period rate in respect of the previous policy; and
    - (ii) a copy of the written confirmation from the previous Insurer to this effect is first provided by the named Insured to the company before cover incepts.

## APPLICABLE DEDUCTIBLE

The applicable deductible for this Policy are:

### Section I:

- |  |          |
|--|----------|
| - Principal existing property; Act of god; Collapse; Designer risk | S\$5,000 |
| - All other loss   | S\$2,500 |

### Section II:

- |  |   |
|--|---|
| - Vibration, Removal or Weakening of Support; Water/Flood,<br>Underground Services; Concealed Services | 10% of loss, subject to<br>minimum S\$7,500 |
| - Other Third Party property damage  | S\$2,500                                    |

This Policy is protected under the Policy Owners' Protection Scheme which is administered by the Singapore Deposit Insurance Corporation (SDIC). Coverage for Your Policy under this scheme is automatic and no further action is required from you. For more information on the types of benefits that are covered under the scheme as well as the limits of coverage, where applicable, please contact AXA Insurance Singapore Pte Ltd or visit the GIA or SDIC websites at [www.gia.org.sg](http://www.gia.org.sg) or [www.sdic.org.sg](http://www.sdic.org.sg)



