



## EMPLOYER'S LIABILITY POLICY

Whereas the Insured carrying on work for the Project described under the Project Title in the Schedule ("Project") and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Etiqa Insurance Pte. Ltd. (Co. Reg. No. 201331905K) (hereinafter referred to as "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

Now this policy witnesseth that if any Employee engaged in the Project shall sustain personal or fatal injury by accident caused at the Project Site described in the Schedule during the Period of Insurance and arising out of and in the course of his employment by the Insured working for the Project.

The Company will subject to the terms exceptions and conditions and limit of liability and any memorandum contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy) to indemnify the Insured against liability

(a) all sums for which the Insured be liable to pay damages, costs and disbursements at Common Law to third party employees other than own employees of the insured; and

(b) in addition pay all costs and expenses incurred by the insured with the written consent of the Company.

The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in 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 fulfil and be subject to the Terms of this Policy in so far as they can apply.

The Company's liability in respect of Common Law claims shall be limited to S\$10,000,000 any one claim or series of claims arising out of one event

### Important Notice

In accordance with Section 23(5) Insurance Act 1966; We would remind You that You must disclose to Us fully and faithfully all the facts You know or could reasonably be expected to know, otherwise You may not receive any Benefit from this Policy.

### General Terms

1. This Policy, The Schedule, Endorsement, application, declaration and attached supporting documents with other statements in writing, if any, are evidence of the contract between You and Us and shall hereinafter be referred to as the "Policy". The proposal made to Us in connection with this Insurance shall be the basis and forms part of this contract.
2. This Policy, The Schedule, Endorsement, application, declaration and attached supporting documents with other statements in writing, if any, are to be read as one document and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning wherever it appears.

3. The conditions which appear in this Policy and Endorsement, if any, are part of the contract and must be complied with. Failure to comply may mean that You shall not be able to claim under this Policy.
4. Any word denoting a singular pronoun shall also mean to include the plural.

## Exclusions

The Company shall not be liable in respect of

- (a) The Insured's liability to direct employees of the Insured
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
- (d) all diseases
- (e) any liability of the Insured to pay compensation to an employee or to the legal personal representatives or dependents of an employee by virtue of any Workmen's Compensation Law
- (f) any injury by accident or disease attributable to or occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences namely:
  - i. war, invasion, act of foreign enemy, hostilities or warlike operation (whether war be declared or not) or civil war
  - ii. mutiny, strike, riot, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, 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.
  - iii. any act of terrorism For this purpose 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.
- (g) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - i. ionising radiations or contamination by radioactivity from any nuclear radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.  
  
For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
  - ii. nuclear weapons material.
- (h) 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, contributed to or aggravated by asbestos in whatever form or quantity.
- (i) Any injury to any Employee 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.
- (j) any incapacity or death resulting from a deliberate self-injury or the deliberate aggravation of an accidental injury.

(k) any accident which did not happen at the Project Site described in the Schedule.

(l) Asbestos Exclusion

This contract excludes all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- 1) Asbestos, or
- 2) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

(m) Terrorism Exclusion Endorsement

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of on 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 underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured.

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

(n) Communicable Disease Exclusion (LMA 5396)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

## Premium Payment Warranty

### PREMIUM PAYMENT WARRANTY

- (1) Despite anything in this Policy but subject to clause 14(2) of this Policy, 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 Commencement Date of 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-day+ period referred to above, then:
  - (a) the cover under the Policy, Renewal Certificate or Cover Note is automatically terminated immediately after the expiry of the said 60-day+ period;
  - (b) the automatic termination of the cover shall be without prejudice to any liability incurred within the said 60-day period; and
  - (c) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of [\$25\*].
- (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+.

## Premium Payment Information

At the time of application for this Policy, You will be required to pay the premium upfront. Should You choose to pay the premiums due for subsequent week(s)/month(s)/year(s) using recurring payment arrangement, the premium will be charged to the credit card authorized by You. You can change the chosen payment frequency and recurring payment arrangement by calling or writing the Authorized Representative at least 5 days before the insurance end date.

## Premium Adjustment

The premium rates are not guaranteed and may be increased or varied by Us upon renewal of the Policy, based on Our portfolio claims experience in this class of business. We will advise You of the change in writing at least thirty (30) days before Your Premium is increased or varied by Us. The revised premium rates will apply to all Insureds under the Policy.

## Conditions

The 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. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company. No change in this Policy shall be valid unless approved by an authorised representative of the Company and such approval be endorsed herein.
2. The Insured shall take all reasonable precautions to prevent accidents to the Insured's Employee and shall comply with all statutory obligations and requirements.
3. In the event of any occurrence, which may give rise to a claim under this Policy the Insured shall give written notice to the Company as soon as possible or not later than fifteen (15) days from the date of occurrence and in any case within six (6) weeks after the happening of such occurrence deliver to the Company a statement in writing all particulars and details as may be reasonably required by the

Company. Every letter of claim, writ of 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 occurrence.

4. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all information and assistance as the Company may require.

5. If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

6. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.

7. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also be terminated at the option of the Company by sending fourteen (14) days' notice by registered letter or courier to the Insured at his last known address, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of cancellation. Premium shall be adjusted in accordance with Condition 6.

8. If any difference arises as to the amount of any loss or damage such difference shall independently of all other questions 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 disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party of Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be at the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right or action or suit upon this policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

9. At any time after the happening of any accident 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 costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.

10. 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.

11. This insurance policy is issued on the basis that the named Insured has never had any insurance (for the risk insured) cancelled due solely or in part to a breach of Premium Payment Warranty in the last twelve (12) months from the inception of this Policy.

12. The due observance and fulfilment of the terms, conditions and endorsements of this Policy by the Insured 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 said proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## Clauses

The following clauses, endorsements and warranties are applicable to this policy:

### 1. Premium Warranty

It is fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within sixty (60) days from the inception date of this policy/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro rata premium on the period they have been on risk.

Where the premium payable pursuant to this Warranty is received by an authorised agent of the Company, the payment shall be deemed to be received by the Company for the purpose of this Warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Company.

Subject otherwise to the terms and conditions of this policy.

### 2. Fraud and Misrepresentation

If You or such other claimant or anyone acting on his / their behalf fraudulently makes any claim under this policy or obtains any sum payable under this policy through fraudulent means or devices, all Benefits paid under this policy shall be forfeited and must be immediately repaid. This policy will be terminated immediately and there will be no refund of Premiums.

### 3. No Cover

Notwithstanding anything to the contrary, this policy shall not cover or provide for the payment of claims or Benefits to specific persons or entities where the application of or compliance with certain laws and regulations including but not limited to trade sanctions, anti-terrorism or anti-money laundering (as may be applicable to Us, our parent companies and/or our ultimate controlling entities, our reinsurers, their parent company and/or ultimate controlling entity) prohibit performance under the policy based on:

- the identity, domicile, residence, place of incorporation, establishment (whether incorporated or unincorporated), or citizenship, of You, or claimant or the parent company and ultimate controlling entity of You, or claimant; or
- the country where the claim arises. Should any person or entity be found to have been erroneously enrolled under this policy, insurance coverage for such person or entity shall cease with immediate effect and any unearned Premiums paid in respect of such person or entity shall, subject to compliance with laws and regulations, be refunded without interest to You. Should

any claim for payment of any nature be found to have been made under this policy by a person or entity excluded by this provision, no such payment will be made.

#### 4. Date Recognition Clause

It is noted and agreed that this Policy is hereby amended as follows:-

A. The Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly caused by, consisting of, or arising from, the failure or inability of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the failure or inability of such device and/or software as listed above to

1. correctly recognise any date as its true calendar date;
2. capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
3. capture, save, retain or correctly 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 process such data on or after any date.

B. It is further understood that the Company will not pay for the repair or modification of any part of any part of any electronic data processing system or any device and/or software as listed above in A.

C. It is further understood that the Company will not pay for any loss or damage including loss of use with or without physical damage or any consequential loss directly or indirectly arising from any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test any potential or actual failure, malfunction or inadequacy described in A above.

D. It is further understood that the Company will not pay for any consequential loss resulting from any continuing inability of the computer and equipment described in A above to correctly recognise any date as its true calendar date after the lost or damaged property has been replaced or repaired.

Such loss or damage or any consequential loss referred to in A, B, C, or D above, is excluded regardless of any other cause that contributed concurrently or in any other sequence to the same.

#### 5. Jurisdiction Clause

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 judgements which are not in the first instance delivered by or obtained from a Court or Tribunal of competent jurisdiction within the Republic of Singapore.

#### 6. Common Law Liability Clause

It is hereby declared and agreed that notwithstanding anything stated to the contrary herein, this Policy indemnifies the Insured against all sum for which the Insured shall be liable at Common Law up to a Maximum of sum as specified in the schedule as compensation for personal injury by accident sustained by one or more employees in any one accident or occurrence and in the aggregate during the period of insurance

#### 7. Non Contribution Clause

If at any time any claim arises under this policy, there be any other insurance covering the same liability, the Company shall not be liable to indemnify the Insured except in respect of any excess beyond the amount which would have been payable under such other insurance. It is hereby warranted that the

Insured should report the claim to the other insurer and provide such other insurance policy upon request of the Company.

The following clauses, endorsements and warranties are applicable to this policy if specified in the schedule:

#### 8. Asbestos Exclusion

This contract excludes all claims and losses based upon arising out of, directly or indirectly resulting from or in consequences of, or any way involving:

- 1) Asbestos, or
- 2) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

#### 9. Premium Adjustment And Declaration Of Earnings

(1) The premium payable by the Insured shall be based on the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.

(2) If the total amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance differs from the total amount on which the premium was calculated at the commencement of this Policy, the difference in the premium shall be met by an additional payment or by a refund as the case may be, subject to a minimum premium payment of \$50 by the Insured.

(3) For the purpose of the premium adjustment, the Insured shall keep and maintain a proper record of the name and full personal particulars of every employee in the Insured's employment together with the amount of earnings paid by the Insured (as well as other employers and known to the Insured) during the Period of Insurance and the Insured shall at all times allow the Company to inspect such records.

(4) The Insured shall without demand and within a month after the expiry date or termination of this Policy, furnish the Company an account of all earnings paid by the Insured (as well as by other employers and known to the Insured) to every employee in the Insured's employment during the Period of Insurance.

#### 10. Average Condition

(1) If the estimated Annual Earnings declared by the Insured are less than the actual Annual Earnings, 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 Earnings declared and the Insured shall bear a rateable proportion of the liability accordingly.

(2) In the event the Company is required to make any payment to the claimant by virtue of its obligations under the Legislation, the Company shall pay the claimant the compensation in full but reserve the right to recover the rateable amount of the liability mentioned in clause 13(1).

#### 11. Y2K – ELECTRONIC DATA EXCLUSION

The company shall not be liable in respect of any liability or whatsoever nature directly or indirectly caused by or contributed to buy or arising from the failure or inability of any computer or other equipment or system for processing storing or retrieving data, whether the property of the insured or not, occurring at any time to:

- 1) Correctly recognize any date as its true calendar date
- 2) Capture save or retain, and/or correctly to manipulate, interpret or process any date or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- 3) 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 date of the inability to capture save retain or correctly to process such data on or after any date



## 12. Loss Notification Clause

Notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omissions in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy but limited to thirty (30) days from the date of accident.

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

## 13. Coinsurance and Leader Clause

It is hereby declared and agreed that notwithstanding anything contained in the within policy, or on any endorsement hereon to the contrary that any reference to "the Company" shall be deemed to mean the following companies each of which agrees for the proportion set against its name subject to the terms, exceptions and conditions herein or attached hereto or endorsed hereon, that if during the period of insurance stated in the Schedule the Insured shall sustain loss and damage in the circumstances provided for by this policy indemnify the Insured in the manner described in the Schedule.

It is further declared and agreed notwithstanding anything contained to the contrary that the lead Coinsurer, is authorised to sign the Policy/Endorsement/Renewal Receipt.

For all intents and purposes this Policy shall have effect as though each of the above-mentioned insurance companies had issued a separate policy for its individual proportion of the sum insured.

### Dispute Resolution

Any dispute arising from a matter that is related to or in connection with this Policy shall be referred to the Financial Industry Disputes Resolution Centre Ltd ("FIDReC"). This would apply as long as the dispute can be brought before FIDReC. In the event that the dispute cannot be referred to or dealt with by FIDReC, it shall be referred to and resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre which shall be applicable at that time.

### Personal Data Use

Any information collected or held by Us whether contained in Your application or otherwise obtained may be used and/or disclosed to Our associated individuals/companies or any independent third parties (within or outside Singapore) for any matters relating to Your application, any policy issued and to provide advice or information concerning products and services which We believe may be of interest to You and to communicate with You for any purpose. Your data may also be used for audit, business analysis and reinsurance purposes.

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