

Contractors' All Risks Policy

Whereas the Insured named in the Schedule hereto has made to the **Etiqa Insurance Pte. Ltd.** (hereinafter called "the Company") a written proposal by completing a Questionnaire 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 to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

General Exclusions

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, 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 radiation or radioactive contamination;
- c) wilful act or wilful negligence of the Insured or of his representatives;
- d) cessation of work whether total or partial.

In any action, suit or other proceeding where the Company allege that by reason of the provisions of Exclusion a) above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

Period of Cover

The liability of the Company shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. The Company's liability expires for parts of the Insured contract works taken over or put into service.

At the latest the insurance 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 Conditions

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 questionnaire and 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 telegram 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 or telegram 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 minimize 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 this condition, 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 damage before any repair 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 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 benefit 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.

Important Notice

IT IS OUR DUTY TO REMIND YOU THAT YOU MUST DISCLOSE TO US, FULLY AND FAITHFULLY, ALL THE FACTS YOU KNOW OR OUGHT TO KNOW, OTHERWISE YOU MAY NOT RECEIVE ANY BENEFIT FROM THIS POLICY.

Section I - Material Damage

The Company hereby agree with the Insured that if at any time during the period of cover 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) up 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 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 insurance that the sums insured stated in the Schedule shall not be less than

- for item Contract Work : 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;
- for items Construction Plant and Equipment, Construction Machinery : the replacement value of construction plant, equipment and construction machinery; which shall mean the cost of replacement of the insured items by new items of the same kind and same capacity;

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 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.

Memo 3 - Extension of Cover: Extra charges for overtime, nightwork, work on public holidays, express freight are covered by this insurance only if previously and specially agreed upon in writing.

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 construction or erection 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. the 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 belong 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 to 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.

Warranties/Clauses Applicable If Specified In The Schedule**APPROVED ADJUSTERS CLAUSE**

It is hereby agreed that in the event of any survey and/or loss assessment to be carried out under the Policy, the amount of such loss shall be assessed by the agreed firms of adjusters as specified in the Schedule, subject to the terms and conditions of the Policy. However, the Company shall be first notified of the loss by the Insured prior to the appointment of the loss adjuster.

ARCHITECTS' SURVEYORS' & CONSULTING ENGINEERS' FEES (COVER FOR PROFESSIONAL FEES)

The insurance extends to include Architects', Consulting Engineers', Surveyors', legal and other fees and costs for estimates, plans, specifications, quantities, tenders and supervision necessarily incurred in the reinstatement consequent upon destruction or damage caused by any of the insured perils, to any of the buildings, machinery or plant insured under this Policy but not such fees for preparing any claim under this Policy.

Provided that the liability of the Company under this clause shall in no case exceed 10% of the contract values in respect of the item involved unless otherwise stated in the Schedule, nor, in all, the total Policy Sum Insured specified in the Schedule.

AUTOMATIC EXTENSION CLAUSE

It is hereby agreed that any extension to the Period of Insurance under this Policy is automatically covered subject to declaration and at additional premium on at least pro-rata basis to be charged.

AUTOMATIC REINSTATEMENT CLAUSE

In consideration of the Insured undertaking to pay additional premium at the agreed rate on the amount of loss calculated on a pro rata basis from the date of the reinstatement to expiry of the current period of insurance it is agreed that in the event of loss the insurance hereunder shall be maintained in force for the full sum insured.

CESSATION OF WORK

It is hereby agreed that this Policy shall not be suspended in the event of stoppage of work by the Contractor on the Project site from any cause for a period not exceeding the period specified in the Schedule.

In the event of partial or total cessation of work, the Insured shall use diligence and do all things reasonably practicable to protect the insured property.

COST OF RECOMPILING RECORDS AND PREPARING CLAIMS CLAUSE

The insurance under the Policy is extended to cover the following:-

1. cost of recompiling records but only for the value of the materials together with the cost of clerical labour expended in producing such records and,
2. reasonable charges incurred by the Insured for producing and certifying any information as may be required by the Insured under the items of General Condition II of the Policy

It is further understood that the Company shall not be liable under this extension for an amount in excess of the limit specified in the Schedule.

COVER FOR DESIGNER'S RISK

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, exclusion c) under Special Exclusions to Section I of the Policy shall be deleted and exclusion d) replaced by the following wording :

- d) The cost of replacement, repair or rectification of loss of or damage to items due to defective material and/or workmanship and/or faulty design, 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 and/or faulty design.

COVER FOR INSURED CONTRACT WORKS TAKEN OVER OR PUT INTO SERVICE

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, the insurance shall be extended to cover

- loss of or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section I and happens during the period of cover.

COVER FOR LOSS OR DAMAGE DUE TO STRIKE RIOT & CIVIL COMMOTION

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, this Policy shall be extended to cover loss or damage due to riot, strike and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by:

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in item 2. of the Special Conditions hereof,
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
3. the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out,
4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

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

1. all the terms, exclusions, provisions and conditions of the policy shall apply in all respect to the insurance granted by this extension save in so far as the same are expressly varied by the following Special Conditions, and any reference to loss or damage in the wording of the policy shall be deemed to include the perils hereby insured against,
2. the following Special Conditions shall apply only to the insurance granted by this extension, and the wording of the policy shall apply in all respects to the insurance granted by the policy as if this endorsement had not been made thereon.

Special conditions

1. This insurance shall not cover
 - a. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,
 - b. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - c. loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
 - d. Consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

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

2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
- war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war,
 - mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
 - any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence

In any action, suit or other proceedings, where the Company allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

3. This insurance may at any time be terminated by the Company on notice to that effect being given by registered post at the Insured's last known address, in which case the Company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.

COVER FOR REMOVAL OF DEBRIS

The insurance by this Policy extends to include costs and expenses necessarily incurred with the consent of the Company in: -

- removing debris
- dismantling and/or demolishing
- shoring up or propping

of the proportion or portions of the property insured by this Policy destroyed or damaged by fire or lightning or other peril insured against by this Policy.

Provided that: -

- the liability of the Company under this clause shall in no case exceed the Sum Insured specified in the Schedule.
- The indemnity provided by this clause shall not include costs of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.

COVER FOR TESTING OF MACHINERY AND INSTALLATIONS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the period of cover shall be extended to include a test operation or a test loading but not beyond four weeks from the date of commencement of the test.

If, however, a part of a plant or one or several machine(s) is(are) tested and/or put into operation or taken over, the cover for that particular part of the plant or machine(s) and any liability resulting therefrom ceases whereas the cover shall continue for the remaining parts to which the above does not apply :

It is further agreed and understood that for the machinery and installations undergoing a test, exclusions c and d of the Exclusions to Section I of the Policy shall be deleted and the following exclusion shall apply:

"loss or damage due to faulty design, defective material or casting, bad workman-ship other than faults in erection;"

In the case of second-hand items, the insurance hereunder shall, however, cease immediately on the commencement of the test.

COVER OF EXTRA CHARGES FOR AIRFREIGHT

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, this insurance 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.

Provided further that the maximum amount payable under this endorsement in respect of airfreight shall not exceed the amount stated below during the period of insurance.

Deductible :) as specified
Maximum amount payable :) in the Schedule

COVER OF EXTRA CHARGES FOR OVERTIME NIGHT WORK ON PUBLIC HOLIDAYS

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, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

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

If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured the amount payable under this endorsement for such extra charges shall be reduced in the same proportion.

Limit of indemnity: as specified in the Schedule

CROSS LIABILITY CLAUSE

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, the 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 coverable under Section 1 of the Policy, even if not recoverable due to an excess or any limit.
- fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Work Injury Compensation and/or Employers Liability Insurance.

The Company's total liability in respect of the Insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule.

DEWATERING CLAUSE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon this insurance shall not indemnify the Insured in respect of:

- 1) additional dewatering expenses incurred due to the quantities of water originally expected are exceeded.
- 2) expenses incurred for additional installations and facilities for the discharge of run-off and/or underground water.
- 3) loss or damage due to a failure of the dewatering system if such failure could have been avoided by sufficient standby facilities.
- 4) expenses incurred for the repair of cracks, grouting and/or any other measures to remedy leakage or prevent of water into excavations and basement.

For the purpose of this endorsement standby facilities shall mean standby pumps and back-up power supply kept on the site at all times. Furthermore, such facility shall:

- a) be maintained in proper working condition
- b) be run at regular intervals to ensure proper working condition
- c) automatically take over in the event of failure or interruption of the original system.

EMPLOYEE'S PERSONAL EFFECTS AND TOOLS

It is hereby agreed that this Policy extends to cover the legal liability of the Insured for loss of or destruction of or damage to personal effects and tools of the Insured's employees for which the Insured is responsible.

The liability of the Company shall not exceed the limit specified in the Schedule in respect of any one employee, and in the aggregate.

The Company shall not be liable for: -

- (a) the stated deductible each and every event
- (b) loss or damage which occurs other than at the Contract or Project site or working area or in transit thereto or therefrom
- (c) motor vehicles, precious metals, precious stones or articles made therefrom or money

ESCALATION CLAUSE

If during the period of Insurance the actual contract price or the value of the Insured Property shall be in excess of the estimated project or contract price then the sum insured on the schedule shall be increased by the amount of such excess but only up to an additional *percentage (%) as specified in the Schedule* of the estimated or contract price or such revised estimated project or contract price advised to and agreed by Company..

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 and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover loss or damage to the contract works.

- caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.
- 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.

FREE ISSUE MATERIALS

It is agreed that the property insured shall include any materials supplied by the Principal for incorporation into the contract works without charge to the insured contractor(s) for which the insured contractor(s) is liable for damage provided that the insured contractor(s) declare the value of such materials and at an additional premium. The liability of the Company shall not exceed the limit specified in the Schedule.

INLAND TRANSIT

It is agreed and understood that, otherwise subject to the terms, exclusion, 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 insurance shall be extended to cover loss or damage to the insured property.

- whilst in transit to the contact site other than on waterway or by air within the territorial limits of Singapore
- caused as a result of collision, impact, flood, earthquake, inundation, landslide or rock side, subsidence, burglary or fire.
- provided that the insured property is suitable packed and/or prepared for transit which shall also and deemed to include stowage.
- and provided that the maximum amount payable under this endorsement not exceed *the limit specified in the Schedule* per conveyance.

JURISDICTION CLAUSE

Notwithstanding anything contained herein is the contrary, it is agreed that the indemnity provided herein shall not apply to:

- Compensation for damages in respect of judgments not in the first instance delivered by or obtained from a court of competent jurisdiction within the Republic of Singapore.
- Costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the Republic of Singapore.

LOSS PAYEE

Loss if any payable under this Policy shall be paid to the Principal as their interest may appear whose receipt will be a valid discharge.

MAINTENANCE VISITS COVER CLAUSE

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, this insurance shall be extended for the maintenance period specified hereunder to cover solely loss of or damage to the contract works caused by the Insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

MARINE 50/50 CLAUSE

Upon their arrival at the contract site, goods are to be inspected by the Insured for possible damage incurred during transit. In the case of packed goods which are to be left in their packing until a later date, the packing is to be visually inspected for signs of possible damage. If any sign of damage is visible the goods are to be unpacked immediately and inspected any damage discovered
Is excluded hereunder.

Where the packing of goods manifests no sign of damage at arrival, any damage to the goods which subsequently becomes manifest upon their unpacking within the period allowed will be ascribed to the Marine cover or this Policy according to whether it clearly was caused before or after arrival of the goods at the Project site. Where it is not possible to establish whether the damage was caused before or after arrival of the goods at the Project site, it is agreed that the Company shall contribute 50% of the properly adjusted claim, such contribution to be without prejudice to subsequent final apportionment of the claim as may be agreed between the Company and the Marine Insurer in the light of the terms and conditions of the respective policies.

It is further agreed that in the event of the amount stated the Deductible Clause under this Policy being different from the Deductible under the Marine Insurance Policy, in settling claims as described above, the Company shall deduct 50% of its appropriate Deductible from its 50% share of the adjusted claim.

NON-NEGLIGENCE COVER (RIBA 19(2)(a))

Notwithstanding anything to the contrary contained herein Section II of this Policy is extended to include any expense, liability, loss, claim or proceeding which the Principal may incur or sustain by reason of damage to any property other than the Works caused by collapse, subsidence, vibration, weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the Works excepting damage:-

- i. caused by the negligence, omission or default of the Contractor, his servants or agents or of any sub-contractor his servants or agents;
- ii. attributable to errors or omissions in the designing of the Works;
- iii. Which can be reasonably foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution;
- iv. which is the responsibility of the Principal under the provision of the contract;
- v. which is recoverable under any other policy of insurance effected for the benefit of the Contractor or Principal,
- vi. arising from a nuclear risk or a war risk.

Loss of or damage to the property shall only be covered if prior to the commencement of the Works their condition is found to be satisfactory and/or the necessary safety measures have been taken.

Should further safety measures become necessary during construction, the expenses shall not be indemnifiable under the Policy.

Provided that :

- i. The liability of the Company under this extension in respect of all or any occurrence shall not exceed in aggregate the limit specified in the Schedule.
- ii. The Company shall not be liable for the deductible specified in the Schedule.

OFF-SITE FABRICATION

It is hereby agreed that the Policy extends to cover loss of or damage to materials and equipment in connection with the contract works belonging to or in the care custody or control of the Insured whilst during off-site fabrication elsewhere in the territory of Singapore other than on the Project site, provided that the limit for such fabrication site/location does not exceed the limit specified in the Schedule.

PAYMENT ON ACCOUNT CLAUSE

It is hereby declared and agreed that the progress payment on account of any loss recoverable under this Policy will be made to the Insured at such stages as may be mutually agreed upon if desired by the Insured and on production of an interim report by the Loss Adjuster (if appointed) provided that such payment are deducted from the finally agreed settlement figures.

PLANS AND DOCUMENTS

In the event of insured Loss to plans, drawings, files, documents, manuscripts, or computer system records forming part of the Insured Property, this Section shall indemnify the Insured in respect of the cost of labour and computer time expended in reproducing such plans, drawings, files, documents, manuscripts, or computer system records, including any expenses incurred in producing the information contained thereon, provided that:

- a) the Insured shall keep up to date backup records of such plans, drawings, documents, manuscripts or computer system records in a remote and secure location; and
- b) the insurance hereunder shall not include any loss or damage suffered by the Insured due to the distortion or non-availability of such information; and
- c) the indemnity hereunder shall not exceed in respect of any one Loss and in the aggregate the limit specified in the Schedule.

PLANT AND MACHINERY CLAUSE

This Policy is deemed to cover the Insured's legal liability in respect of all plant and machinery used in connection with the insured's project. However should such plant and machinery be specifically insured under any other policy for Third Party Liability insurance, the Company will not indemnify the Insured nor be called upon to contribute under this policy for any liability attributed to the use of such plant and machinery.

PREMIUM ADJUSTMENT CLAUSE

It is hereby noted and agreed that the insured value at risk is based on the estimated contract value during the construction period.

It is further noted and agreed that the insured undertakes to declare the full final value of the contract at the time of construction completion and the Company are entitled to adjust the final premium accordingly.

PUBLIC AUTHORITIES CLAUSE

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Government Act or Bye-Law of any Municipal or Local Authority provided that :

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

SLOPE PROTECTION WARRANTY

It is agreed and understood that otherwise subject to the terms, exclusions provisions and conditions contained in the Policy or endorsed thereon, the Company shall only indemnify the Insured for loss and/or damage resulting therefrom the slope failure provided that adequate and approved safety measures have been taken in designing and executing the slope protection.

For the purposes of this Endorsement, adequate and approved safety measures shall means that, at all times throughout the policy period, allowance is made for:

1. erosion protection to the slope surface caused by precipitation and/or flood and/or inundation
2. measures which become necessary to improve or stabilize ground conditions or to seal against water ingress/egress,
3. for filling voids or for replacing lost bentonite/soil,
4. for reinstating profiles or dimensions of the slope surface (e.g. refilling cavities, profiling slope gradient & etc.) to improve or stabilize ground conditions &
5. immediately removing obstructions (e.g. sand, rocks, trees & etc.) from watercourses within the construction site.

It is warranted that the Insured shall adhered to the Building Construction Authority's "Requirement for piling and excavation works"

The Company shall not indemnify the Insured for:

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

SPECIAL CONDITIONS CONCERNING EXISTING PROPERTY OR PROPERTY BELONGING TO OR HELD IN CARE, CUSTODY OR CONTROL OF THE INSURED

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 1 of this Policy shall be extended to cover loss of or damage to the existing property or property belonging to or held in care, custody or control by the Insured caused by or arising out of the construction or erection of the items insured under Section 1.

Insured property:) as stated in
Sum insured:) the Schedule

The Company shall only indemnify the Insured 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 damage caused by vibration or by the removal or weakening of support the Company shall 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 shall not indemnify the Insured 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.

SPECIAL CONDITIONS CONCERNING FIRE-FIGHTING FACILITIES AND FIRE SAFETY ON CONSTRUCTION SITES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall only indemnify the Insured for loss or damage directly caused by or resulting from fire or explosion, provided always that

1. with regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times.

Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps;

2. The cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week;
3. fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.

Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work;

4. waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day;
5. a "permit to work" system is implemented for all contractors engaged in "hot work" of any kind such as but not limited to
 - grinding, cutting or welding operations,
 - use of blow lamps and torches,
 - application of hot bitumen,

or any other heat-producing operation.

"Hot work" is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any "hot work" is examined one hour after the work has finished

6. storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls.

All flammable material and especially all flammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work;

7. a Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractor's personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times;

8. the site is fenced off and access controlled.

SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETAINING WALL WORKS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of expenses incurred

1. for replacing or rectifying piles or retaining wall elements
 - a) which have become misplaced or misaligned or jammed during their construction,
 - b) which are lost or abandoned or damaged during driving or extraction, or
 - c) which have become obstructed by jammed or damaged piling equipment or casings,
2. for rectifying disconnected or declutched sheet piles,
3. for rectifying any leakage or infiltration of material of any kind,
4. for filling voids or for replacing lost bentonite,
5. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
6. for reinstating profiles or dimensions.

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured.

SPECIAL CONDITIONS CONCERNING PROPERTY IN OFF-SITE STORAGE

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

The Company will not indemnify the Insured for loss or damage caused by the neglect of generally accepted loss prevention measures for warehouses or storage units. Such measures include, in particular:

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

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

SPECIAL CONDITIONS CONCERNING SAFETLY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Company shall only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved.

For the purposes of this Endorsement adequate safety measures shall mean that, at all times throughout the policy period, allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstructions (e.g. sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

SPECIAL EXCLUSIONS FOR WET RISKS

This Endorsement forms part of Section 1 and is subject otherwise to the terms, provisions, conditions and exclusions contained in the policy of insurance or endorsed thereon.

- 1 Exclusions
 - 1.1 The Company shall not, indemnify the insured in respect of costs incurred for:
 - 1.1.1 loss or damage to berths, wharves, jetties and the likes caused by their subsidence or sinking,
 - 1.1.2 normal action of the river/sea,
 - 1.1.3 loss of or damage to more than 200 m. of uncompleted or unprotected seawall, quay or other marine structure,
 - 1.1.4 loss, damage or liability due to soil erosion,
 - 1.1.5 dredging or re-dredging,
 - 1.1.6 lost or damaged fill material,
 - 1.1.7 replacing or rectifying piles or retaining wall elements,
 - 1.1.7.1 which have become misplaced or misaligned or jammed during their construction,
 - 1.1.7.2 which are lost or abandoned or damaged during driving or extraction, or
 - 1.1.7.3 which have become obstructed by jammed or damaged piling equipment or castings,
 - 1.1.8 rectifying disconnected or de-clutched sheet piles,
 - 1.1.9 rectifying any leakage or infiltration of material of any kind,
 - 1.1.10 as a result of piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
 - 1.1.11 for reinstating profiles or dimensions,
 - 1.1.12 any floating and other equipment such as caissons, barges and the like and liabilities therefrom,
 - 1.1.13 any mobilization/demobilization and/or other costs which arise for stand-by/waiting on weather of offshore construction equipment,
 - 1.1.14 loss or damage to pulling wires, anchors, chains and buoys,
 - 1.1.15 loss or damage due to impact of shipping,
 - 1.1.16 marine liability.
 - 2 Definition
 - 2.1 Normal action of the sea means the state of the sea, which manifests itself up to No. 8 on the Beaufort scale, or the state of the tides, current and wave action of the sea, which must be statistically expected to occur once during a 20 year period, whichever is the more onerous.
 - 3 Warranties
 - 3.1 It is agreed and understood that subject otherwise to the terms, exclusions and provisions contained in the policy or endorsed thereon, the insured shall:
 - 3.1.1 receive daily weather updates from the local meteorological office during the period of insurance and make continuous contact to the local meteorological office within 12 hours notice of an imminent storm,
 - 3.1.2 make navigation distance for public traffic to work site minimum 200m.

SUDDEN AND ACCIDENTIAL SEEPAGE POLLUTION AND CONTAMINATION

This insurance does not cover any liability for:

1. Personal Injury or Bodily Injury 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 1 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, unintended and unexpected happening during the period of this insurance.
2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
3. Fines, penalties, punitive or exemplary damages.

This clause shall not extend this Policy to cover any liability which would not have been covered under this insurance had this clause not been attached.

TIME ADJUSTMENT (72 HOURS) CLAUSE

It is agreed that any loss of or damage to the Insured Property described in the schedule arising during any one period of 72 consecutive hours, caused by storm, tempest, flood and earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the excesses provided for herein. For the purpose of the foregoing the commencement of any such 72 hour period shall be decided at the discretion of the Insured providing that there shall be no overlapping in any two or more 72 hour periods in the event of damage occurring over an extended period of time.

UNEXPLODED BOMB

It is hereby agreed that this Policy shall provide indemnity against loss of or destruction or damage caused by

- a) shells and/or other missiles or devices fired from military training grounds and/or dropped from planes in peace time,
- b) explosives, missiles, mines, bombs or other engines of war undiscovered before commencement of first work activities in connection with the Project or inception of this Policy whichever is the earlier

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 and subject to the Insured having paid the agreed extra premium, Section 2 of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that

- the Company indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse;
- the Company 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;
- if required, the Insured, before commencement of construction and at his own expense, prepares a report on the condition of any endangered property or land or building.

The Company shall 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.

Limit of indemnity (any one occurrence): as specified in the Schedule

WARRANTY CONCERNING UNDERGROUND CABLES AND PIPES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall only indemnify the Insured in respect of loss of or damage 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 as stated below.

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 below.

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

Deductibles: as specified in the Schedule

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - 1.1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear components thereof
 - 1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - 1.4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - 1.5. any chemical, biological, bio-chemical or electromagnetic weapon

TRANSMISSION & DISTRIBUTION LINES EXCLUSION CLAUSE

This policy does not cover all transmission and distribution, including wire, cables, poles, pylons, standard towers and any equipment of any type of which may be attendant to such installation of any description. This exclusion includes but not limited to transmission or distribution of electrical power, telephone or telegraph signal and all communication signals whether audio or visual.

This exclusion applies to both above and below ground equipment except that which is within 1,000 meters of the insured's premises or as defined in the Schedule and not more than 11 kilovolts.

This exclusion applies both to physical or damage to the equipment and all business interruption, consequential loss and/or other contingent losses related to transmission and distribution lines.

Cyber Loss Absolute Exclusion Clause

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by :
 - 2.1 the use or operation of any Computer System or Computer Network;
 - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3 access to, processing, transmission, storage or use of any Data;
 - 2.4 inability to access, process, transmit, store or use any Data;
 - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.
6. When this clause forms part of a reinsurance contract, Insured shall be amended to read Original Insured.

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.