

**LONPAC INSURANCE BHD** (S98FC5635C)

(Incorporated in Malaysia)

Singapore Office: 300, Beach Road #17-04/06, The Concourse, Singapore 199555.

Tel: (65) 6250 7388 Fax: (65) 6296 3767 Website: www.lonpac.com.sg

GST Reg No.: F0-0005635-C

THE SCHEDULE*Insured's Copy*

| | | | |
|---|---|----------------------------------|--------------------|
| Class of Policy | : PUBLIC LIABILITY | Policy No. | : Z/22/LL00/018247 |
| Insured | : HWA FU CONSTRUCTION PTE LTD | Replacing C/Note No. | : NOT APPLICABLE |
| Address | : 86 MARINE PARADE CENTRAL #03-204 SINGAPORE 440086 | Replacing Policy No. | : Z/21/LL00/017446 |
| Business or Profession | : 1. CIVIL ENGINEERING CONSTRUCTION 2. RENTING OF MACHINERY & EQUIPMENT 3. PROVIDE MACHINERY/ EQUIPMENT SERVICES/ OPERATIONS TO CONCRETE BATCHING PLANTS | | |
| PERIOD OF INSURANCE : FROM 25-06-2022 TO 24-06-2023 (both dates inclusive) | | | |
| Annual Premium | : S\$ 2,150.00 | Policy Premium | : S\$ 2,150.00 |
| | | 7 % Goods and Service Tax | : S\$ 150.50 |
| | | Total Due | : S\$ 2,300.50 |
| Item No. | : 00001 | | |
| Territorial Limits | : BLK 86 MARINE PARADE CENTRAL, #03-204 SINGAPORE 440086 AND ANYWHERE IN SINGAPORE IN CONNECTION WITH THE INSURED'S BUSINESS | | |
| <u>Limit of Indemnity</u> | | | |
| Any One Accident | : S\$ 1,000,000.00 | | |
| Any One Period | : UNLIMITED | | |
| Description of Risks : INSURED'S LEGAL LIABILITY TO THIRD PARTIES FOR ACCIDENTAL BODILY INJURY OR LOSS OF OR DAMAGE TO THIRD PARTY PROPERTIES ARISING OUT OF THE USE OR OPERATION OF THE LIST OF EQUIPMENT & MACHINERY DECLARED UNDER THIS POLICY IN THE INSURED'S PREMISES AND ANYWHERE IN SINGAPORE IN CONNECTION TO INSURED'S BUSINESS | | | |
| Excess | : 1) 10% OF LOSS AMOUNT OR A MINIMUM OF S\$5,000.00 WHICHEVER IS THE GREATER EACH AND EVERY CLAIM IN RESPECT OF VIBRATION, WEAKENING OR REMOVAL OF SUPPORT. 2) 10% OF LOSS AMOUNT OR A MINIMUM OF S\$5,000.00 WHICHEVER IS THE GREATER EACH AND EVERY CLAIM IN RESPECT OF DAMAGE TO EXISTING UNDERGROUND CABLES AND/OR CONCEALED SERVICES AND/OR OTHER UNDERGROUND FACILITIES. | | |



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3) S\$5,000.00 EACH AND EVERY CLAIM IN RESPECT OF WATER DAMAGE.

4) S\$3,000.00 EACH AND EVERY CLAIM IN RESPECT OF THIRD PARTY
PROPERTY DAMAGE.

This policy is subject to the following Endorsements, Clauses, warranties and / or special Exclusion(s) as printed herein or added thereon or attached thereto and form part of this policy.

- 1) FIRE AND EXPLOSION
- 2) PLANT AND MACHINERY CLAUSE
- 3) LOSS NOTIFICATION
- 4) FIRST AID FACILITIES ENDORSEMENT
- 5) VIBRATION, REMOVAL OR WEAKENING OF SUPPORT
(LIMIT: S\$1,000,000.00 ANY ONE ACCIDENT/ANY ONE PERIOD)
- 6) WARRANTY CONCERNING UNDERGROUND CABLES AND PIPES
- 7) NON-CONTRIBUTION
- 8) LOADING AND UNLOADING OF VEHICLES ENDORSEMENT
- 9) TERRORISM EXCLUSION ENDORSEMENT
- 10) IT CLARIFICATION CLAUSE
- 11) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001
- 12) TOTAL ASBESTOS EXCLUSION CLAUSE
- 13) PREMIUM PAYMENT WARRANTY
- 14) LMA 5458 - CYBER EXCLUSION CLAUSE (AMENDED)
- 15) COMMUNICABLE DISEASE EXCLUSION

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, 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 INSURERS WILL INDEMNIFY THE INSURED IN RESPECT OF LIABILITY
FOR LOSS OR DAMAGE TO ANY PROPERTY OR LAND OR BUILDING ONLY IF
SUCH LOSS OR DAMAGE RESULTS IN THE TOTAL OR PARTIAL COLLAPSE;
- THE INSURERS WILL INDEMNIFY THE INSURED IN RESPECT OF LIABILITY
FOR LOSS OR DAMAGE TO ANY PROPERTY OR LAND OR BUILDING ONLY
IF PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ITS CONDITION
IS SOUND AND THE NECESSARY LOSS PREVENTION MEASURES HAVE BEEN
TAKEN;
- THE INSURED IF REQUIRED SHALL BEFORE COMMENCEMENT OF
CONSTRUCTION AND AT HIS OWN EXPENSE PREPARE A REPORT ON THE
CONDITION OF ANY ENDANGERED PROPERTY OR LAND OR BUILDING.

THE INSURERS WILL NOT INDEMNIFY THE INSURED IN RESPECT OF LIABILITY



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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.

THE LIABILITY OF INSURERS UNDER THIS EXTENSION IN RESPECT OF ALL OR ANY OCCURRENCE SHALL NOT EXCEED S\$_____ (AS STATED IN THE POLICY SCHEDULE) IN THE AGGREGATE.

EXCESS : AS STATED IN THE POLICY 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 INSURERS SHALL ONLY INDEMNIFY THE INSURED IN RESPECT OF LOSS 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 AND 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 (DRAWING INDICATING THE POSITION OF THE UNDERGROUND FACILITIES) SHALL BE PAYABLE AFTER APPLYING A DEDUCTIBLE STATED UNDER (A) BELOW. THE INDEMNITY SHALL IN ANY CASE BE RESTRICTED TO THE REPAIR COSTS OF SUCH CABLES, PIPES OR OTHER UNDERGROUND FACILITIES, ANY CONSEQUENTIAL DAMAGE AND PENALTIES BEING EXCLUDED FROM THE COVER.

EXCESS : AS STATED IN THE POLICY SCHEDULE

SUBJECT OTHERWISE IN THE TERMS, EXCEPTIONS AND CONDITIONS OF THIS POLICY.

COMMUNICABLE DISEASE EXCLUSION

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.



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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 ORGANISM 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.

LMA5396

17 APRIL 2020

LMA 5458 - CYBER EXCLUSION CLAUSE (AMENDED)

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1. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS INSURANCE AGREEMENT OR ANY ENDORSEMENT THERETO THIS INSURANCE AGREEMENT EXCLUDES ANY CYBER LOSS REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY OTHER SEQUENCE THERETO.
 2. ANY LOSS, DAMAGE, LIABILITY, CLAIM, COST, EXPENSE OF WHATSOEVER NATURE DIRECTLY OR INDIRECTLY CAUSED BY, CONTRIBUTED TO BY, RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH ANY LOSS USE, REDUCTION IN FUNCTIONALITY, REPAIR, REPLACEMENT, RESTORATION OR REPRODUCTION OF ANY DATA, INCLUDING ANY AMOUNT PERTAINING TO THE VALUE OF SUCH DATA SHALL NOT BE RECOVERABLE HEREUNDER, NOR BE CONSIDERED AS PHYSICAL LOSS OR DAMAGE FOR THE PURPOSES OF THIS EXCLUSION OR ANY OTHER PART OF THIS INSURANCE AGREEMENT.
 3. IF THE COMPANY ALLEGE THAT BY REASON OF THIS EXCLUSION ANY CYBER LOSS SUSTAINED BY THE INSURED IS NOT COVERED BY THIS INSURANCE AGREEMENT, THE BURDEN OF PROVING THE CONTRARY SHALL FALL TO THE INSURED

DEFINITIONS

4. CYBER LOSS MEANS ANY LOSS, DAMAGE, LIABILITY, CLAIM, COST OR EXPENSE OF WHATSOEVER NATURE DIRECTLY OR INDIRECTLY CAUSED BY, CONTRIBUTED TO BY, RESULTING FROM, ARISING OUT OF OR IN



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CONNECTION WITH ANY CYBER ACT OR CYBER INCIDENT INCLUDING, BUT NOT LIMITED TO, ANY ACTION TAKEN IN CONTROLLING, PREVENTING, SUPPRESSING OR REMEDIATING ANY CYBER ACT OR CYBER INCIDENT.

5. CYBER ACT MEANS AN UNAUTHORISED, MALICIOUS OR CRIMINAL ACT OR SERIES OF RELATED UNAUTHORISED, MALICIOUS OR CRIMINAL ACTS, REGARDLESS OF TIME AND PLACE, OR THE THREAT OR HOAX THEREOF INVOLVING ACCESS TO, PROCESSING OF, USE OF OR OPERATION OF ANY COMPUTER SYSTEM.
6. CYBER INCIDENT MEANS:
 - A) ANY ERROR OR OMISSION OR SERIES OF RELATED ERRORS OR OMISSIONS INVOLVING ACCESS TO, PROCESSING OF, USE OF OR OPERATION OF ANY COMPUTER SYSTEM; OR
 - B) ANY PARTIAL OR TOTAL UNAVAILABILITY OR FAILURE OR SERIES OF RELATED PARTIAL OR TOTAL UNAVAILABILITY OR FAILURES TO ACCESS, PROCESS, USE OR OPERATE ANY COMPUTER SYSTEM."
7. COMPUTER SYSTEM MEANS ANY COMPUTER, HARDWARE, SOFTWARE, COMMUNICATIONS SYSTEM, ELECTRONIC DEVICE (INCLUDING, BUT NOT LIMITED TO, SMART PHONE, LAPTOP, TABLET, WEARABLE DEVICE), SERVER, CLOUD OR MICROCONTROLLER INCLUDING ANY SIMILAR SYSTEM OR ANY CONFIGURATION OF THE AFOREMENTIONED AND INCLUDING ANY ASSOCIATED INPUT, OUTPUT, DATA STORAGE DEVICE, NETWORKING EQUIPMENT OR BACK UP FACILITY.
8. DATA MEANS INFORMATION, FACTS, CONCEPTS, CODE OR ANY OTHER INFORMATION OF ANY KIND THAT IS RECORDED OR TRANSMITTED IN A FORM TO BE USED, ACCESSED, PROCESSED, TRANSMITTED OR STORED BY A COMPUTER SYSTEM.

LMA5458

5-NOV-20

EXCLUSIONS

IT IS HEREBY DECLARED AND AGREED THAT THIS POLICY DOES NOT INDEMNIFY THE INSURED IN RESPECT OF ANY CLAIMS ARISING OUT OF AND IN CONNECTION WITH :-

- (A) WORK INVOLVING AIRPORTS AND/OR AIRCRAFTS, ON BOARD VESSELS & IN SHIPYARDS, OILRIGS, OFFSHORE PLATFORMS, PETROCHEMICAL OR WAFER FAB PLANTS.
- (B) PRODUCTS LIABILITY, PROFESSIONAL INDEMNITY OR COMPLETED OPERATIONS LIABILITY
- (C) EXCAVATION OR TRENCHING WORK EXCEEDING 2 METRES IN DEPTH.
- (D) SUB-CONTRACTORS' WORKERS AND/OR THEIR LIABILITIES
- (E) LIABILITY IN RESPECT OF THE USE OF MOTOR VEHICLES
- (F) LIABILITY IN RESPECT OF ROAD TRAFFIC ACT

MEMO A

IT IS HEREBY DECLARED AND AGREED THAT THE INDEMNITY PROVIDED UNDER THIS POLICY IS FOR THE USE OF OR OPERATION OF THE LIST OF EQUIPMENT & MACHINERY DECLARED UNDER THIS POLICY AT INSURED'S PREMISES AND ANYWHERE IN SINGAPORE IN CONNECTION



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TO INSURED'S BUSINESS.

MEMO B

IT IS HEREBY DECLARED AND AGREED THAT:

FOR ADDITIONAL INCLUSION OF EQUIPMENT & MACHINERY, AN
ADDITIONAL PREMIUM OF S\$100.00 + GST (PER UNIT) IS TO BE
CHARGED.

FOR THE DELETION OF EQUIPMENT & MACHINERY, A PRO-RATA REFUND
PREMIUM BASE ON S\$100.00 + GST (PER UNIT) IS ALLOWED
SUBJECT TO A MINIMUM TIME ON RISK PREMIUM OF
S\$25.00 + GST.

LONPAC INSURANCE BHD

CHIEF EXECUTIVE
(Singapore Branch)

User ID : wendy / cpkoh
Date Issued : 21-06-2022