



Policy Wording

Commercial General Liability Insurance

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Important Notices

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty to disclose to **us** every matter that you know, or could reasonably be expected to know, which is relevant to **our** decision whether to accept the risk of the insurance and, if so, upon what terms.

You have the same duty to disclose those matters to **us** before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter:

- a) that diminishes the risk to be undertaken by **us**;
- b) that is of common knowledge;
- c) that **we** know or, which in the ordinary course of our business, ought to know;
- d) as to which compliance with your duty is waived by **us**.

Non-Disclosure

If you fail to comply with your duty of disclosure, **we** may be entitled to reduce our liability under the contract in respect of a Claim or may cancel the contract.

If your non-disclosure is fraudulent, **we** may also have the option of voiding the contract from its beginning.

If you fail to provide information **we** request when you apply for this insurance, **we** may decline to cover or reduce the level of cover **we** might otherwise have given you.

About this Policy

We are delighted that you have chosen **us** to provide you with this Commercial General Liability Policy.

This Policy is issued by the **Insurer**, AIG Asia Pacific Insurance Pte. Ltd., CRN 201009404M.

We agree to the issuance of this Policy to the **Named Insured** in consideration of the payment of the premium.

This Policy is made up of the Policy Schedule, the Cover , Definitions, Exclusions, Conditions, Endorsements and any other terms attached and they should all be read as one document. It is important that you read and understand the Policy and retain it in a safe place.

Commercial Claims Reporting

What should insured do in the event of a claim?

We recommend that you contact your agent or broker immediately to report the circumstances of the accident complete with policy details and extent of damages. The relevant agent or broker will then contact us where we can attend to the matter and if necessary, a firm of loss adjuster will be assigned.

Which claims form do I use?

The claim form can be downloaded from our website: www.aig.sg

Claims Submission

Please submit the completed claim form with the required documents via your agent or broker to:

Claims Department

AIG Asia Pacific Insurance Pte. Ltd.

AIG Building

78 Shenton Way #09-16

Singapore 079120

ClaimsCorrManagement@aig.com

Hotline: +65 6419 3000

Details should be submitted as soon as possible but not later than 30 days from the date of loss. We would appreciate prompt submission to avoid any delay or prejudice in the handling of the claim. We reserve the right to request for more documents if warranted.

What are the documents/information required for claims submission?

- Completed Claims Form
- Photographs showing the extent of the damage. Digital photographs are acceptable.
- Any third party's Letter of Demand, Writ of Summons shall be forwarded to the Claims Department immediately upon receipt unanswered.

What should insured do if they receive a Writ of Summons or Letter of Demand from a Third Party under the Public Liability Section?

- Please do not admit liability.
- Please refer the documents immediately upon receipt to our Claims Department to avoid any prejudice of policy liability. In the event a Writ of Summons has been issued against the insured please refer the document to the Claims Department immediately as there is a timeline of 8 days to enter appearance from the time the Writ is served on our insured.

Will AIG appoint a loss adjuster for each and every claim?

We will appoint a loss adjuster depending on the extent of loss and damage.

After Office Hours Assistance

In the event of a New Accident occurring after office hours or during weekends/public holidays where assistance is urgently required, please contact one of the following firms of loss adjusters. Please provide relevant information such as circumstances of accident, location of loss/accident, date of occurrence, policy number/product, period of insurance and extent of damages.

Sedgwick Singapore Pte Ltd

- | | | |
|----------------|---|---------------|
| 1) Gary Theng | - | +65 9791 5855 |
| 2) Marcus Mowe | - | +65 9027 7634 |

Crawford & Company International Pte Ltd

- | | | |
|--------------|---|---------------|
| 1) Gary Ng | - | +65 8809 9498 |
| 2) Cliff Tan | - | +65 9658 5936 |

McLarens Singapore Pte Ltd

- | | | |
|----------------|---|---------------|
| 1) Amos Tan | - | +65 9695 1340 |
| 2) Harold Seow | - | +65 9695 1335 |

Policy Schedule

Commercial General Liability Insurance

Policy Number:			
Item 1.	Named Insured: Named Insured's Address:		
Item 2.	Business:		
Item 3.	Policy Period From: To: (at 12.01am both days at the address of the Named Insured stated above)		
Item 4.	Limits of Liability:	General Liability (i) S\$ Products Liability (ii) S\$ (any sub-limit in this Policy forms part of and is not in addition to the Limit of Liability)	each Occurrence in respect of Personal Injury, Property Damage or Advertising Injury each Occurrence and in the aggregate any one Policy Period
Item 5.	Deductible:	S\$ S\$	each Occurrence each Occurrence for Product Liability
Item 6.	Designated Contracts:		
Item 7.	Endorsements:		
Item 8.	Annual & Minimum Premium: GST (7%): Total Premium:	S\$	

Authorised Signatory: _____

Date: _____

Policy Wording

Commercial General Liability

This Policy incorporates the Policy Schedule, The Cover, Definitions, Exclusions, Conditions, Endorsements and any other terms attached which are to be read together.

Throughout this Policy the words **we**, **us** and **our**, refer to AIG Asia Pacific Insurance Pte. Ltd.

Words and phrases that appear in **bold** print have special meaning as defined under the Definitions of this Policy.

The Cover

1. Insuring Agreement

Subject to all provisions, terms, Exclusions and Conditions of this Policy, **we** agree to pay to or on behalf of the Insured all sums which the **Insured** shall become legally liable to pay by way of **Compensation** in respect of:

- a) **Personal Injury**;
- b) **Property Damage**; or
- c) **Advertising Injury**,

first happening during the **Policy Period** as a result of an **Occurrence** within the **Territorial Limits** in connection with the **Insured's Business or Products**.

2. Limits of Liability

Our liability to pay **Compensation** in respect of any one **Occurrence** shall not exceed the Limit of Liability specified in Item 4 (i) of the Policy Schedule. All **Personal Injury**, **Property Damage** or **Advertising Injury** arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one **Occurrence**.

Our total aggregate liability during any one **Policy Period** for all claims involving **Products Liability** shall not exceed the Limit of Liability specified in Item 4 (ii) of the Policy Schedule.

3. Defence Costs & Supplementary Payments

3.1 In addition to the Limits of Liability specified in the Policy Schedule, **we** agree to indemnify the **Insured** for:

- a) all reasonable legal costs and expenses incurred by **us** or by the **Insured**, with **our** prior written consent in the defence or settlement of any claim for **Compensation** that is indemnifiable under this Policy, even if the allegations made in such claim are groundless, false or fraudulent;
- b) all costs incurred by the **Insured** with **our** prior written consent for legal representation at any coronial inquest or inquiry, royal commission or government inquiry that an **Insured** is required to attend arising from any **Personal Injury**, **Property Damage** or **Advertising Injury** indemnifiable under 1. Insuring Agreement;
- c) all interests accruing on our portion of any of the Insured's expenses incurred at our request or with our prior written consent (including actual loss of wages or salary, but not loss of other income);
- d) all reasonable costs incurred by the Insured for first aid to third parties at the time of Personal Injury caused by an Occurrence (other than medical expenses prohibited by law); and
- e) all reasonable expenses for the temporary protection of damaged or undamaged property of third parties including but not limited to temporary repairs, shoring up or underpinning.

3.2 Any indemnity provided under 3.1 above is subject to the following limitations:

- a) where settlement has been agreed to by the party being indemnified or has been recommended by appointed counsel, and consent to such settlement is still withheld by the **Insured**, then **our** liability on account of that Claim shall not exceed the amount for which **we** could have settled the claim plus the legal costs and expenses incurred to the date such settlement was recommended in writing to the **Insured**;
- b) **We** are not obligated to pay any legal costs or expenses to defend or investigate any claim for **Compensation** after the exhaustion of the applicable Limits of Liability;
- c) if payment exceeding **our** liability under this Policy to indemnify the **Insured** has to be made to dispose of a claim, **our** liability is limited to the proportion that our liability to indemnify the **Insured** under this Policy bears to that payment;

- d) in the event of any claim for **Compensation** being made against the **Insured** in any court or before any other legally constituted body in **North America**, all costs and expenses incurred in the defence or settlement of any claim shall be included within the Limits of Liability and not in addition;
- e) **We** shall not be liable for legal costs or expenses where indemnity is not provided by this Policy;
- f) In the event the **Insured** is a party to a demand, legal proceeding, inquiry or hearing which is covered only in part by this Policy, **we** and the **Insured** will use our best efforts to agree upon a fair and proper allocation of legal costs or expenses or any other amount insured under this Policy which relate solely to what is covered under this Policy.

In the event that an agreement cannot be reached, a counsel (to be mutually agreed upon by **us** and the **Insured**) shall, as an expert and not an arbitrator, determine a fair and proper allocation. Until the counsel has made a determination, **we** may, in **our** absolute discretion, pay such legal costs or expenses or any other amount insured under this Policy as **we** consider appropriate.

Definitions

1. Advertising Injury

means

- a) libel, slander or defamation;
- b) infringement of copyright or passing off of a title or slogan;
- c) unfair competition, piracy or idea misappropriation contrary to an implied contract; and
- d) invasion of privacy,

committed or alleged to have been committed during the **Policy Period** in any advertisement, publicity article, broadcast or telecast and caused by or arising out of any advertising activities conducted by or on the **Insured's** behalf in carrying out the **Insured's Business**.

2. Aircraft

means **Vehicle**, vessel or thing designed to be used primarily in the air and to be supported by the dynamic reaction of the air upon the **Vehicle's**, vessel's or thing's wings or rotor-blades, or by the **Vehicle's**, vessel's or thing's buoyancy in the air or atmosphere.

3. Business

means activities and operations of the **Insured** specified in Item 2 of the Policy Schedule and includes:

- a) the ownership, tenancy or occupation of premises by the **Insured** including the repair and maintenance of property which the **Insured** owns or is responsible for;
- b) private work carried out with the consent of the **Insured** for any director, partner or senior official of the **Insured** by an **Employee** provided the **Employee** is qualified to undertake such work;
- c) the provision or management of catering, social, welfare or child care facilities, sports and related facilities for the benefit of the **Insured's Employees**;
- d) the provision of the **Insured's** own internal fire, first aid, medical, security and ambulance services;
- e) participation in an exhibition, trade fair or conference by the **Insured**;
- f) conducted tours of the Insured's premises; and
- g) the provision of sponsorship by the **Insured**.

4. Compensation

means monies paid or agreed to be paid by final judgment or settlement in respect of **Personal Injury**, **Property Damage** or **Advertising Injury** to which this Policy applies.

5. Computer Virus

means an executable programme or computer code segment that is self-replicating, requires a host programme or executable segment in which it can be contained, and which destroys or alters the host-programme or other computer code or data, causing undesired programme or computer system operation.

6. Deductible

means the uninsured first portion of each and every **Occurrence** which is payable by the Insured as specified in Item 5 of the Policy Schedule. The **Deductible** applies to all amounts payable under this Policy including but not limited to amounts payable under Item 3 of The Cover, Defence Costs & Supplementary Payments.

In the event that more than one deductible is payable for any **Occurrence**, then only the highest Deductible amount stated in Item 5 of the Policy Schedule will apply.

7. Electronic Data

means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instruction for such equipment.

8. Employee

means any person employed or deemed to be employed by the **Insured** whether pursuant to any Workers' Compensation Law or otherwise, including but not limited to any:

- a) person under a contract of service or apprenticeship with the **Insured**;
- b) self-employed person working under contract with the **Insured** and under its direction; and
- c) student or person undertaking work for the **Insured** under a work experience or similar scheme.

9. Employment Practices

means any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, sexual harassment or discrimination in respect of employment or prospective employment by the **Insured**.

10. Hovercraft

means any vessel, craft or device made to float on or in, or travel on or through the atmosphere or water on a cushion of air provided by a downward blast.

11. Incidental Contracts

means

- a) any written agreement or lease of real or personal property which does not impose upon the **Insured**:
 - (i) an obligation to insure such property; or
 - (ii) any liability regardless of fault;
- b) any written contract with any public authority for the supply of water, gas or electricity, telephone and communication services, waste disposal facilities or other essential services but only to the extent of indemnifying any such public authority in respect of liability arising out of the **Business** other than contracts for the performance of work or provision of services by the **Insured**; and
- c) those contracts designated in the Policy Schedule.

12. Insured

means

- a) the **Named Insured** specified in the Policy Schedule;
- b) any subsidiary company (including subsidiaries thereof) of the **Named Insured** and any other organisation under the control and active management of the **Named Insured**;
- c) any subsidiary company or organisation under the control and management of the **Named Insured** which are constituted or acquired by the **Named Insured** during the **Policy Period**, provided always that:
 - (i) such constitution or acquisition is notified to **us** within 90 days of it first occurring and is approved by us in writing;
 - (ii) in our absolute discretion **we** may apply any additional premium.
- d) the **Named Insured's** partners, executive officers, **Employees**, directors, shareholders or volunteers while acting within the scope of their duties on behalf of the **Named Insured's Business**;

- e) any principal to whom the **Insured**, designated in subparagraphs a) and b) above, is obligated by written contract or agreement to provide insurance, but only in respect of the principal's liability arising out of operations conducted by the **Insured** or on their behalf, and only to the extent required by such contract or agreement and in any event only for such coverage and Limit of Liability as provided by this Policy and excluding the sole negligence of the principal; and
- f) any office bearer or member of social or sporting clubs formed with the written consent of the **Named Insured** whilst acting within the scope of their duties connected with activities of any such club. Cover shall not apply to **Personal Injury** to or **Property Damage** of any participants in any game, match, race, practice or trial.

13. Medical Persons

means qualified medical practitioners, medical nurses, dentists and first aid attendants.

14. Named Insured

means the entity specified in Item 1 of the Policy Schedule.

15. North America

means

- a) the United States of America or Canada;
- b) any state, territory or protectorate incorporated in, or administered by the United States of America and/or Canada; and
- c) any country or territory subject to the laws of the United States of America or Canada.

16. Occurrence

means an event, including continuous or repeated exposure to substantially the same general conditions, which results in **Personal Injury**, **Property Damage** or **Advertising Injury** that is neither expected nor intended from the **Insured's** standpoint during the **Policy Period**.

With respect to **Personal Injury** or **Property Damage**, all events of a series consequent on or attributable to one source or original cause shall be deemed one **Occurrence**.

All **Advertising Injury** arising out of the same injurious material or act, regardless of the frequency or repetition thereof, the number and kind of media used or the number of claimants, shall be deemed to be one **Occurrence**.

17. Personal Injury

means

- a) death, bodily injury, sickness or disease sustained by a person and shall include mental injury, mental anguish, shock and loss of consortium;
- b) false arrest, false imprisonment, wrongful eviction, wrongful detention and malicious prosecution;
- c) libel, slander, defamation of character or invasion of privacy unless arising out of **Advertising Injury**; and
- d) assault and battery committed by or at the direction of the **Insured** whilst engaged in **Business** and for the purpose of preventing or eliminating danger to persons or property.

18. Policy Period

means the period specified in Item 3 of the Policy Schedule, or any shorter period arising as a result of cancellation of this Policy or other period for which the Policy has been altered as agreed by us in writing.

19. Pollutants

means but is not limited to any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including but not limited to smoke, vapour, soot, fumes, acids or alkalis of any sort, chemicals and waste. Waste includes but is not limited to material to be recycled, reconditioned or reclaimed.

20. Products

means any goods or products which are or are deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, treated, imported, exported, produced, processed, assembled, erected, installed, repaired, serviced, treated, sold, supplied or distributed by the **Insured**, including but not limited to any packaging or labelling on, or containers holding, the good or product. **Products** also include the design, formulae, specifications, directions, instructions, advice or warning given or omitted to be given in connection with such products.

Products does not include:

- a) food and beverage supplied by an **Insured** for the benefit of staff; or
- b) any vending machine rented by an **Insured** for the use of others.

and any claims made against You in respect of Personal Injury and/or Property Damage arising out of any Occurrence in connection with (a) and (b) above shall be regarded as General Liability claims hereunder

21. Products Liability

means **Personal Injury** or **Property Damage** arising out of the **Insured's Products** but only if the **Personal Injury** or **Property Damage** occurs away from premises owned by, leased to, rented to or occupied by the Insured and after physical possession or control of such products has been relinquished to others.

22. Property Damage

means

- a) physical damage to or destruction of tangible property including the loss of use of that property thereof. All such loss of use shall be deemed to happen at the time of the physical damage that caused it; or
- b) loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible property which first happened during the **Policy Period**.

23. Territorial Limits

means

- a) anywhere in the world except in **North America**;
- b) **North America** but only where legally liable to pay as **Compensation** in respect of **Personal Injury**, **Property Damage** or **Advertising Injury** arising out of:
 - (i) non-manual work carried out by the **Insured's Employees**, directors, officers or executives who are normally non-resident in **North America**; or
 - (ii) the **Insured's Products** exported without the knowledge of the **Insured** to **North America**.

24. Terrorism

means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy. Terrorism shall also include any act which is verified or recognised by the government of any country in which the **Insured** operates or exports products into, as an act of terrorism.

25. Tool of Trade

means any **Vehicle** which has attached as an integral part of such **Vehicle** any equipment for mechanical digging, scraping, grading, slashing, mowing, drilling, lifting or levelling, whilst such equipment is being used for the purpose for which it was designed. Tool of Trade does not include any **Vehicle** whilst travelling to or from a Worksite or any **Vehicle** that is used to carry goods to or from any premises.

26. Vehicle

means any type of machine on wheels or on caterpillar tracks made or intended to be self-propelled by mechanical power, and any trailer or other attachment to be used in conjunction with any such machine.

27. Watercraft

means any vessel or craft made to or intended to float on or in or travel on or through or under water.

Exclusions

This Policy excludes all liability caused by or arising directly or indirectly out of or in connection with:

1. Advertising Injury:

- a) arising out of a breach of contract, except an implied contract to use another's advertising idea; or
- b) arising out of the failure of goods, products or services to conform with any statement of quality or performance made; or
- c) arising out of the wrong description of the price of goods, products or services;
- d) arising out of knowingly false statements; or
- e) committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting.

2. Aircraft & Aircraft Products

- a) the ownership, possession, maintenance, operation or use by or on behalf of the **Insured** of any:
 - (i) **Aircraft** including loading or unloading and refueling of any **Aircraft**;
 - (ii) restricted access areas of an airport including terminals, aerodromes, airstrips, runways or heliports or other area where **Aircraft** take off or land;
 - (iii) **Aircraft** hangar or any other area used for storing, sheltering, servicing, maintaining or parking **Aircraft**; or
- b) (i) the supply, distribution, sale, lease, hire or manufacture of **Aircraft**;
 - (ii) the manufacture or supply of parts or **Products** which are incorporated into the structure, machinery or controls of any **Aircraft** including any repair, maintenance or servicing thereof.

3. Asbestos

Personal Injury or **Property Damage** directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

4. Contractual Liability

- a) where the **Insured** assumes liability under any contract or agreement.
Provided this Exclusion 4 a) shall not apply to those written contracts:
 - (i) where such liability would have been implied by law;
 - (ii) where the **Insured** assumes liability under a warranty of fitness or quality as regards the **Insured's Products except** to the extent required by law; or
 - (iii) to **Incidental Contracts** entered into by the **Insured**;
 - (iv) where the Insured has waived any rights, which but for the existence of such waiver would accrue to the Insured; and
 - (v) any contract designated in Item 6 of the Policy Schedule.

5. Damage to Own Products

Property Damage to the **Insured's Products** or any part of it if such **Property Damage** is attributable to any defect therein or the harmful nature or unsuitability thereof.

6. Electronic Data

- a) the communication, display, distribution or publication of **Electronic Data**; or
- b) the total or partial destruction, distortion, erasure, corruption, alteration, misrepresentation or misappropriation of **Electronic Data**; or
- c) error in creating, amending, entering, deleting or using **Electronic Data**; or
- d) the total or partial inability or failure to receive, send, access or use **Electronic Data** for any time or at all, from any cause whatsoever.

7. Expected or Intended

Personal Injury, Property Damage or Advertising Injury expected or intended from the standpoint of the **Insured**. Provided that this exclusion does not apply to:

- a) **Personal Injury, Property Damage or Advertising Injury** resulting from the use of reasonable force to protect persons or property; or
- b) liability of the **Insured** for **Compensation** as the result of an act committed by the **Insured's Employees** which results in **Personal Injury, Property Damage or Advertising Injury** expected or intended from the standpoint of the **Insured's Employees**, provided such act was not committed at the direction of the **Insured**.

8. Faulty Workmanship

Property Damage to any part of any property that must be repaired, reconditioned or replaced by reason of incorrect work performed by the **Insured** or on the **Insured's** behalf, or by reason of materials or equipment which are or are proved to be defective or inadequate in connection with such work, provided this exclusion shall not apply to **Personal Injury or Property Damage** resulting from such work.

9. Liquidated Damages, Fines & Penalties

- a) damages arising out of liquidated damages clauses, penalty clauses except to the extent that such liability would have attached in the absence of such terms;
- b) civil or criminal fines or penalties; or
- c) any punitive, aggravated or exemplary damages awarded against the **Insured**.

10. Libel & Slander

Personal Injury, Property Damage or Advertising Injury arising out of a libel, slander or defamation:

- a) made prior to the commencement of the **Policy Period**; or
- b) made by or at the Insured's direction with knowledge of the falsity or defamatory character thereof.

11. Loss of Use

loss of use of any tangible property which has not been physically damaged or destroyed resulting from:

- a) a delay in or lack of performance by or on behalf of the **Insured** of any contract or agreement; or
- b) the failure of the **Insured's Products** to meet the level of performance, quality, fitness or durability expressly or implied, warranted or represented by the **Insured**.

Provided that this Exclusion 11 b) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of the **Insured's Products** after such Products have been put to use by any person or organisation other than the **Insured**.

12. Nuclear & Radioactive Contamination

- a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or fission of nuclear fuel, or
- b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

Provided this Exclusion does not apply to liability arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively or incidental to ordinary industrial, educational, scientific or medical research.

13. Products Guarantee

any product guarantee or warranty given by or on behalf of the **Insured**.

14. Product Recall

any cost or expense incurred or claimed for the recall, withdrawal, inspection, removal, repair, replacement, disposal or loss of use of the **Insured's Products** or of any property of which such **Products** form a part, if such **Products** or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

15. Professional Liability

any act, error or omission in the provision of professional advice or service provided for a fee by the Insured other than:

- a) the rendering of or failure to render professional medical advice by **Medical Persons** employed by the **Insured** to provide first aid and other medical services on the **Insured's premises**.

16. Property Owned or in the Insured's Physical or Legal Control

Property Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the **Insured** or otherwise in the **Insured's** care, custody or control other than:

- a) premises (or to contents therein) temporarily occupied by the **Insured** for the purpose of carrying out works thereto or thereon. Provided no indemnity is granted for liability in respect of physical damage to or destruction of that part of any premises or contents on which the Insured is or has been working on if the physical damage or destruction arises from such work.
- b) premises tenanted by the **Insured**;
- c) **Vehicles** and their contents (not belonging to or used by or on behalf of the **Insured**) in the **Insured's** physical or legal control where such **Property Damage** occurs while any such **Vehicle** is in a car park owned or operated by the **Insured**. Cover under item c) does not apply if the Insured, as part of their **Business**, owns or operates a car park for reward;
- d) directors', employees' and visitors' clothing and personal effects;
- e) goods, equipment, merchandise and property other than real property, subject to cover being limited to a maximum of S\$ 250,000 for each **Occurrence** and in the aggregate during any one **Policy Period**.

Provided that no indemnity is granted for liability assumed by the **Insured** under any contract or agreement which requires the **Insured** to effect material damage insurance on premises, property or goods not owned by the **Insured**.

17. Pollution

- a) the discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land, the atmosphere or any watercourse or body of water;
- b) the cost of removing, monitoring, testing, containing, treating, detoxifying, neutralising, nullifying or cleaning up **Pollutants** discharged, dispersed, released or escaped into or upon land, the atmosphere or any watercourse or body of water; or
- c) the cost of preventing the escape of **Pollutants**.

This Exclusion shall not apply where the claim for **Compensation** arises from a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a clearly identifiable point in time and place and occurs outside of **North America**.

19. Silica

Personal Injury or **Property Damage** directly or indirectly caused by or alleged to be caused by or contributed to, in whole or in part, by or arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibres, silica dust or silica in any form.

20. Terrorism

Loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Provided that this Exclusion 20 also excludes loss, damage, liability, cost or expense of any 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.

21. Vehicles

Personal Injury or Property Damage caused by or arising out of the ownership, operation, possession or use by or on behalf of the **Insured** of any **Vehicle** which is registered or in respect of which insurance is required by virtue of any legislation or statutory scheme.

Provided that this Exclusion shall not apply to the **Insured's** liability for:

- a) **Personal Injury or Property Damage** arising from the actual loading, unloading, delivery or collection of goods to or from any Vehicle where such **Personal Injury or Property Damage** occurs beyond the limits of any carriageway or thoroughfare, and where applicable legislation does not require insurance against such liability;
- b) **Personal Injury or Property Damage** arising from the use of any **Tool of Trade** either on any site where the Insured is undertaking work or at the **Insured's** premises and where applicable legislation does not require insurance against such liability.
This proviso 21b) does not extend cover to the use of any **Tool of Trade**, either on any site where the **Insured** is undertaking work or at the **Insured's** premises, whilst in transit or whilst being used for transport or haulage;
- c) **Personal Injury** where insurance required by any legislation does not provide indemnity and the lack of indemnity is not due to any breach of legislation relating to **Vehicles**.

22. War

war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, invasion or military or usurped power.

23. Watercraft

Personal Injury or Property Damage caused by or arising out of the ownership, possession, maintenance, operation or use by or on behalf of the **Insured** of any **Watercraft** exceeding 20 metres in length, or **Hovercraft**, provided that this Exclusion shall not apply with respect to:

- a) **Watercraft** or **Hovercraft** used in operations carried out by an independent contractor for whose conduct the Insured is legally liable; or
- b) **Watercraft** or **Hovercraft** owned and operated by others and used by the **Insured** for entertainment purposes related to the **Business**; or
- c) hand propelled or sailing craft, but only where such craft is sailing or operating in Singapore territorial or inland waters.

24. Workers' Compensation & Employers' Liability

any liability:

- a) in respect of which the **Insured** is or would be entitled to indemnity under any fund, scheme, policy of insurance or self-insurance pursuant to or required by any legislation relating to worker's compensation or accident compensation or any similar law, whether or not such insurance has been effected; or
- b) imposed by the provisions of any industrial award, agreement or determination where such liability would not have been imposed in the absence of such industrial award, agreement or determination; or
- c) relating to **Employment Practices**.

Conditions

1. Alteration of Risk

The **Named Insured** shall notify **us** in writing within 30 days of any material changes to the description of the **Business** stated in the Policy Schedule. **We** reserve the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such change in the description of the **Business**.

2. Assignment

This Policy and any rights hereunder cannot be assigned without our prior written consent.

3. Assistance & Co-operation

The **Insured** shall co-operate with **us** in all matters relating to this Policy. This may include, but is not limited to attending hearings and trials, assisting in the preparation of evidence, preserving any product, plant or other item which may be necessary as evidence, obtaining the attendance of witnesses, assisting in effecting settlements and in conducting litigation, arbitration or other proceedings.

4. Audit

We may audit and examine the **Insured's** books and records as they relate to this Policy at any time during the **Policy Period** and within three years after the final expiration or termination of this Policy but only with regard to matters which in **our** opinion are relevant to the Policy.

5. Cancellation

This Policy may be cancelled at any time at the written request of the **Named Insured** in which case **we** shall be entitled to retain the pro rata proportion of the premium representing the time on risk unless any **Occurrence** has been notified under the Policy, in which case the premium will be deemed fully earned and no premium will be repaid to the **Named Insured**.

We may cancel this **Policy** at any time by giving 30 days' notice in writing to the **Named Insured** by post to the Insured's last known address.

Where the **Named Insured** comprises more than one person or company, it is agreed that the **Named Insured** referred to in Item 1 of the Policy Schedule shall be the agent of each of the other insured persons or companies for the purposes of receiving any notice of cancellation pursuant to this condition, or any other notice, statement, document or information relating to this Policy. Where the **Named Insured** has a broker, nothing shall restrict our right to notify the broker as agent of the **Named Insured**.

6. Changes

This Policy can be changed only by a written endorsement that **we** make to this Policy.

7. Jurisdiction

This Policy is governed by the laws of Singapore. Any disputes arising out of this Policy shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one (1) arbitrator.

8. Cross Liability

If the **Insured** comprises more than one party, **we** will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each, provided that **our** total liability for liability sustained by any or all of the **Insureds** shall not exceed the Limit of Liability stated in the Policy Schedule.

9. Currency

All premiums and payments made on Claims or losses are payable at the place and in the currency of the country where the Policy was issued unless otherwise agreed in writing by **us** or **our** authorised representative.

10. Fraudulent Claim

If the **Insured** shall make any application for indemnity under this Policy or submit any initial or final statement of loss or Claim knowing that such application or such initial or final statement of loss or Claim is false or fraudulent, **we** shall refuse to indemnify the **Insured** for any loss or Claim relating to or consequent upon or established by such application or such initial or final statement of loss or Claim.

11. Interpretation

The headings of this Policy are solely for convenience and form no part of the terms and conditions of coverage. Words and expressions in the singular include the plural and vice versa. Words that are bolded with the exception of headings have special meaning and are defined. Words that are not specifically defined in the Policy have the meaning normally attributed to them.

Any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning whenever it may appear unless such meaning is inapplicable to the context in which the word or expression appears.

12. Inspection

We have the right, but are not obligated, to inspect the **Insured's** premises and operations at any time without prior notice to the **Insured** subject to which **we** will use reasonable endeavours to give the **Insured** reasonable notice of any intended inspection. The **Insured** will allow **us**, **our** agents, representatives, employees or consultants (hereinafter referred as the "Surveyor"):

- a) access to its premises and other places of **Business**; and
- b) to conduct such enquiries as the Surveyor deems necessary, including (without limitation) by way of interviews with **Employees**; and generally
- c) provide all reasonable co-operation and assistance as **we** or the Surveyor may require in the conduct of the survey.

We may give the **Insured** reports on the conditions that **we** find. **We** may also recommend changes. **We** do not, however, undertake to perform the duty of any person or organisation to provide for the health or safety of the **Insured's Employees** or the public. **We** do not warrant the health and safety conditions of the **Insured's** premises or operations or represent that the **Insured's** premises or operations comply with laws, regulations, codes or standards.

13. Notice & Authority

It is agreed that the **Named Insured** acts on behalf of all **Insureds** with respect to the exercise of all their rights and the discharge of all their duties in respect of this Policy.

14. Notices

Except as indicated to the contrary herein, all notices, applications, demands or requests provided for in this Policy will be in writing and will be given to or made upon either party at its address shown in the Policy Schedule.

15. Observance

By accepting this Policy, the **Named Insured** agrees that the statements in the Proposal, broker submission and any attachments are accurate and complete and acknowledges that **we** have issued this Policy in reliance upon those representations.

16. Occurrence, Claim within the Deductible

We have the right to assume the defence of any Claim for **Compensation** whether or not the Claim is considered to fall within the **Deductible** by the **Insured**.

17. Premium

Unless otherwise provided, the premium for this Policy is a flat premium and is not subject to adjustment except as provided in Condition 1 Alteration of Risk.

18. Reasonable Care

The **Insured** shall take all reasonable care to prevent **Personal Injury**, **Property Damage** or **Advertising Injury** and to maintain premises, plant and all other **Business** assets in good repair.

The Insured shall make good or remedy any defect or danger and take such additional precautions as may be required as soon as possible after discovery, but such expenses shall not be recoverable under this Policy.

19. Reference to Statute

References to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision.

20. Sanctions

We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose us, our parent company or our ultimate controlling entity to any penalty under any sanctions law or regulation.

21. Severability, Construction & Conformance to Statute

- a) If any provision contained in this Policy is, for any reason, held to be invalid, illegal or unenforceable in any respect, it is hereby deemed to be severed and to have no effect on any other valid, legal and enforceable provision of this Policy.
- b) If any provision contained in this Policy is for any reason held to be invalid, illegal or unenforceable, it will be construed by limiting it so as to be valid, legal and enforceable to the extent compatible with applicable law.
- c) Any provisions of this Policy which are in conflict with the statutes or regulations of the state or country wherein this Policy is issued are hereby amended to conform to such statutes or regulations.

22. Statutory Requirements

The Insured will take all reasonable measures to comply with all statutory obligations and regulations imposed by any statutory or governmental authority.

23. Subrogation

If we make any payment under this Policy, we shall be subrogated to all rights of recovery of the Insured, and we shall be entitled to pursue and enforce such rights in the name of the Insured who shall provide us with all reasonable assistance and co-operation including the execution of any necessary instruments and papers. The Insured shall do nothing to prejudice these rights. Any such amount recovered in excess of our total payment shall be returned to the Insured less the cost to us of such recovery.

24. Contracts (Rights of Third Parties) Act 2001

It is hereby declared and agreed that a person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of its terms.

25. Premium Payment Warranty

25.1 Notwithstanding anything herein contained but subject to clause 25.2 hereof, it is hereby agreed and declared that if the Period of Insurance is 60 days or more, any premium due must be paid and actually received in full by us (or the intermediary through whom this Policy was effected) within 60 days of the:-

- (a) inception date of the coverage under the Policy, renewal certificate or cover note; or
 - (b) effective date of each endorsement, if any, issued under the Policy, renewal certificate or cover note.
- 25.2 In the event that any premium due is not paid and actually received in full by the us (or the Broker through whom this Policy was effected) within the 60-day period referred to above, then:-
- (a) the cover under the Policy, renewal certificate, 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) We shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00.

25.3 If the Period of Insurance is less than 60 days, any premium due must be paid and actually received in full by Us (or the Broker through whom this Policy was effected) within the Period of Insurance.



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AIG Asia Pacific Insurance Pte. Ltd.

AIG Building
78 Shenton Way
#09-16
Singapore 079120

Contact: +65 6419 1800