

**SPECIMEN COPY OF KEY CLAUSES/CONDITIONS OF  
PUBLIC LIABILITY POLICY**

WHEREAS the Insured by a proposal which shall be the basis of this insurance policy and be held as incorporated herein, has applied to the insurers ("Company") for the indemnity hereinafter expressed and has paid or agreed to pay the First Premium as consideration or on account of such indemnity.

Now this Policy Witnesseth that subject to the terms exceptions limits and conditions contained herein or endorsed hereon the Company will indemnify the Insured against

- (A) All sums which the Insured shall become legally liable to pay for compensation in respect of
  - (1) bodily injury to or illness or death of any person
  - (2) loss of or damage to property

occurring within the Territorial Limits during the Period of Indemnity as a result of an accident and happening within the Territory as defined in the Schedule and/or caused as described in the clause (iv) of the Special Endorsement attaching to and forming part of the Public Liability Policy No.\_\_\_\_\_.

- (B) All costs and expenses of litigation
  - (1) recovered by any claimant against the Insured
  - (2) incurred with the written consent of the Company

in respect of a claim against the Insured for compensation which the indemnity expressed in this Policy applies.

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

## GENERAL EXCEPTIONS

Unless otherwise specially stated herein or endorsed hereon the Indemnity expressed in this Policy shall not apply to:-

- (1) Liability assumed by the Insured by Agreement and which would not have attached in the absence of such agreement (other than the agreement made between Contractor and Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte Ltd / TP Asset Management Pte Ltd and subsidiaries of Tuas Power Ltd \*where applicable)
- (2) Liability in respect of
  - (a) injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured. Any employee of Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte Ltd / TP Asset Management Pte Ltd and subsidiaries of Tuas Power Ltd \*where applicable shall not however be deemed to be a person engaged in the service of or acting on behalf of the Insured notwithstanding that Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte Ltd / TP Asset Management Pte Ltd and subsidiaries of Tuas Power Ltd \*where applicable is named as Insured under the Policy
  - (b) any sums payable by the Insured under legislation relating to the occupational injury or illness
- (3) Liability in respect of loss of or damage to property:-
  - (a) Belonging to or in the charge or under the control of the Insured or of any servant or agent of the Insured. Property belonging to Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte Ltd / TP Asset Management Pte Ltd and subsidiaries of Tuas Power Ltd \*where applicable shall not be deemed to be property belonging to or in the charge or under the control of the Insured or any servant or agent of the Insured;
  - (b) Being that part of any property other than property belonging to Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte Ltd / TP Asset Management Pte Ltd and subsidiaries of Tuas Power Ltd \*where applicable on which the Insured or any servant or agent of the Insured is or has been working if that loss or damage results directly from such work.

- (4) Liability in respect of injury illness loss or damage caused by or in connection with or arising from
  - (a) any vehicle (or trailer attached thereto) or vessel or craft not specified in the Schedule \* under the heading of Plant owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof

\*NB: Contractor shall in the Schedule include under the heading of Plant: "all the equipment and machinery used in the contract other than those specifically insured elsewhere or required to be insured under the Road Traffic Act."

- (b) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring

#### Notes in these Exceptions

- (a) the expression "vehicle" shall include any type of machine on wheels or on caterpillar tracks
  - (b) the expression "vessel or craft" shall mean any vessel craft or thing made or intended to float on or in or travel on or through water or air
- (5) Liability for any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion mutiny revolution insurrection military or usurped power strike riot or civil commotion.
  - (6) (a) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
  - (b) any accident loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

#### CROSS LIABILITY CLAUSE

Each of the parties comprising the Insured shall for the purpose of this section be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the Insurers hereby agree to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder provided nevertheless that nothing in this clause shall be deemed to increase the Limit

of Indemnity in respect of any one occurrence or series of occurrences as stated in the Schedule.

#### LIMITS OF INDEMNITY

The liability of the Company under this Policy for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule for any one accident. The number of accidents is unlimited in any period of indemnity.

SPECIAL ENDORSEMENT ATTACHING TO AND  
FORMING PART OF THE PUBLIC LIABILITY POLICY NO. \_\_\_\_\_

The clauses contained in this special endorsement shall not in any way be deleted, altered amended or superseded by other provisions in the policies and any other subsequent endorsements and where contradictions arises, this special endorsement shall prevail.

- (i) Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte Ltd / TP Asset Management Pte Ltd and subsidiaries of Tuas Power Ltd \*where applicable shall be insured in joint names with the Contractor or any sub-contractor as a party to the policy. Each of the parties comprising the Insured shall be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties. The Insurers hereby agree to waive all rights of subrogation or action which they may have or acquire against any of the aforesaid parties arising out of any accident in respect of which any claim is made hereunder provided nevertheless that nothing in this clause shall be deemed to increase the Limit of Indemnity in respect of any one occurrence as stated in the Schedule.
- (ii) Any employee of Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte Ltd / TP Asset Management Pte Ltd and subsidiaries of Tuas Power Ltd \*where applicable shall not be deemed to be a person engaged in the service of or acting on behalf of the Insured notwithstanding that Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte Ltd / TP Asset Management Pte Ltd and subsidiaries of Tuas Power Ltd \*where applicable is named as an Insured under the policy.
- (iii) Property belonging to Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte Ltd / TP Asset Management Pte Ltd and subsidiaries of Tuas Power Ltd \*where applicable shall not be deemed to be property belonging to or in the charge or under the control of the Insured or any servant or agent of the Insured.
- (iv) The Insurers shall indemnify the Insured in respect of injury, illness, death, loss or damage covered by or in connection with or arising from:
  - (a) any lift elevator escalator hoist crane or other lifting machinery owned or used by the Insured or for the maintenance of which the Insured is responsible.
  - (b) loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support (including damage to property occasioned by or resulting from any such loss).

- (c) any negligent act of the Insured, servants or agents of the Insured.
- (d) bursting of any pressure parts of any steam boilers or any economizer, any vessels or apparatus (including steam turbine or engine or other steam driven machinery) intended to operate under steam pressure.

subject to the limits of indemnity for any one occurrence as stated in the Schedule.

- (v) This policy together with its endorsements and special endorsement shall not be amended, altered or replaced without the consent of Tuas Power Ltd / Tuas Power Generation Pte Ltd / TP Utilities Pte Ltd / Tuas Power Supply Pte Ltd / TP Asset Management Pte Ltd and subsidiaries of Tuas Power Ltd \*where applicable.

\_\_\_\_\_ (signature/date)

for and on behalf of

\_\_\_\_\_ (Insurer's stamp)