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INSURANCE COMPANY LTD

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# Public Liability Insurance Policy

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout

## THE INSURED AND THE COMPANY AGREE

1. The Proposal shall be incorporated in and be the basis of the contract
2. The Insured will pay the Premium
3. The Company will subject to the terms of this Policy provide the Insurance specified under Scope of Cover
4. The following shall be conditions precedent to any liability of the Company
  - a) Observance of the terms of this Policy relating to anything to be done or complied with by the Insured
  - b) The truth of the Proposal

## INSURANCE

The Company will indemnify the Insured subject to the provisions of the Jurisdiction Clause in the Schedule against liability at law for damages and claimant's costs and expenses in respect of

- a) accidental Injury to persons
- b) accidental Damage to Property

happening within the Geographical Limits during any Period of Insurance in connection with the Business of the Insured.

The Company will in addition pay all costs and expenses incurred with its written consent.

## LIMIT OF INDEMNITY

The liability of the Company for damages and claimants and all costs and expenses in respect of one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule.

Signed for and on behalf of the Company

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## EXTENSION

The following shall be indemnified as if a separate policy had been issued to each, subject to the Limit of Indemnity

- a) the personal representatives of the Insured in respect of liability incurred by the Insured
- b) if the Insured so requests
  - i) any principal for whom the Insured is carrying out work in connection with the Business
  - ii) any director or Employee of the Insured

in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply.

## EXCEPTIONS

The Company shall not be liable in respect of

1. Injury or Damage caused by or arising in connection with
  - a) the ownership possession or use by or on behalf of the Insured of mechanically propelled vehicles locomotives aircraft aerial devices hovercraft or water-borne craft
  - b) foul berthing
2. Injury to any Employee or any claim arising under any Workmen's Compensation Law
3. Damage to
  - a) any structure or land due or alleged to be due to vibration or to the withdrawal or weakening of support or injury or damage to any person or property occasioned by or resulting from such damage.
  - b) property belonging to or Held in Trust by or in the Custody or Control of the Insured or persons in the service of the Insured or a member of the Insured's family or household
  - c) that part of any property worked upon and arising out of such work
4. claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement
5. claims arising out of
  - a) a breach of the duty owed in a Professional capacity by the Insured
  - b) design or specification
  - c) technical or Professional advice given by the Insured or any person acting on behalf of the Insured
  - d) the failure of the Insured's work to fulfil its intended function
6. claims arising out of Products supplied.
7. any fines, penalties and punitive or exemplary or liquidated damages
8. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a) nuclear weapons material
  - b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of the Exception combustion shall include any self-sustaining process of nuclear fission
9. any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

10. Any liability of whatsoever nature, costs and expenses, financial or consequential loss of any kind directly or indirectly arising out of

- a) defective drains sewers or sanitary arrangements
- b) any pollution caused to the environment
- c) the discharge dispersal release or escape of pollutants

It is clarified that any liability of whatsoever nature arising including costs and/or expenses incurred and/or any financial or consequential losses of any nature directly or indirectly arising from monitoring, containing, removing, nullifying, cleaning up, treating, detoxifying or neutralizing of such pollutants is always excluded.

For the purpose of the Exception 'pollutants' means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke, fumes, vapour, soot, acid, alkalis, chemicals, all fuels of any type or description and waste.

'Waste' includes but is not limited to material to be recycled reconditioned or reclaimed and dust.

11. Injury or Damage caused directly or indirectly by:

- a) Fire or Explosion
- b) Typhoon, Flood, Hurricane, Volcanic Eruption, Earthquake, Subterranean fire or other convulsion of nature

12. Injury or Damage caused directly or indirectly by any Sub-Contractor of the Insured or any employee of such Sub-Contractor.

13. Claims arising out of obstruction, loss of amenities, trespass, nuisance or any like cause which is inevitable having regard to the circumstances and nature of the business.

14. any Excess amount specified in the Schedule.

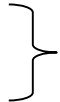
15. Claims arising out of diethylstilbestrol (DES), dioxin, urea formaldehyde, or acquired immune deficiency syndrome (AIDS), Asbestosis or any related Disease.

16. Liability for property damage or injury due to Electromagnetic Fields (EMFs-waves of energy emitted from Electrical Lines and Equipment).

17. Damage to any vehicle or property or accessories in or on such vehicle within entering or leaving any garage or enclosed or unclosed parking place.

## INTERPRETATIONS

For the purposes of this Policy

- 1. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- 2. Injury shall mean bodily injury and shall include death disease or illness
- 3. Damage shall include loss, and shall mean direct and tangible
- 4. Property shall mean material property
- 5. Employee shall mean any
  - a) person under a contract of service or apprenticeship with the Insured
  - b) person employed by labour only sub-contractors
  - c) self-employed person
  - d) person hired from any public authority company firm or individual

while working for the Insured in connection with the Business
- 6. Products supplied shall include but shall not be limited to goods / articles sold repaired erected constructed altered serviced installed or treated by or on behalf of the Insured.

## CONDITIONS

### Reasonable Precautions – The Insured's Duty to prevent loss

1. a) The Insured shall take reasonable precautions to prevent Injury and Damage and to comply with all obligations and regulations imposed by any statute or law or authority and to maintain all buildings, premises, furnishings, ways, works, machinery and plant, in sound condition. The Insured shall forthwith cause any defect or danger to be made good or remedied on discovery and in the meantime, shall cause such additional precautions to be taken, as the circumstances may require.
- b) The Insured shall cause all passenger lifts for which the Insured has responsibility, to be inspected at his own expense, at least once each quarter of the year, by a suitably qualified engineer. Any recommendations regarding overhaul, repair or maintenance made during or following such inspection shall be implemented forthwith by the Insured.

### Notification of Change

2. If after acceptance of this insurance by the Company, there be any change in the nature or circumstances of the risk which materially affects this insurance, the Insured shall forthwith give notice thereof to the Company. The Company shall not be liable in respect of any Injury or Damage attributable to and occurring subsequent to such change, unless its written acceptance thereof has been obtained.

### Claims Procedure

3. Upon the happening of any event which may give rise to a claim (regardless of any Excess) under this Policy, the Insured shall,
  - a) forthwith give written notice to the Company stating all particulars then known to the Insured
  - b) forward to the Company immediately on receipt every letter, claim, writ, summons and process, or immediately notify the Company thereof
  - c) advise the Company in writing as soon as he has knowledge of any impending prosecution or inquest in connection with any event for which there may be liability under this Policy.
  - d) refrain from making or giving any admission, offer, promise, payment or indemnity, without the written consent of the Company
  - e) give all such assistance as the Company may reasonably require in the conduct of any proceedings, or in the defence or settlement of any claim.

### The Company's Rights

4. a) The Company shall be entitled to take over and conduct in the name of the Insured or on the Insured's behalf, the defence or settlement of any claim. The company shall also have complete discretion to start, carry on, defend and settle in the Insured's name and on the Insured's behalf any legal action. The Company may also conduct legal action in the Insured's name, but at its own expense, with the object of recovering for the Company's own benefit reimbursement or compensation from any party in respect of anything covered by this Policy.
- b) In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause, the Company may at any time, subject to any Excess, pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages, claimant's costs and expenses) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith, except for additional costs and expenses for which the Company may be responsible under this Policy in respect of matters prior to the date of such payment.

### Premium Adjustment

5. If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance, furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by, or allowed to, the Insured, subject to the Company retaining any minimum premium agreed at the outset.

### Other Insurances

6. If at the time any claim arises under this Policy there be any other insurance covering the same liability, the Company shall not pay more than its ratable proportion of such claim and claimant's costs and expenses.

### Termination

7. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain a proportion of the Premium, calculated in accordance with its customary short period rates, for the time the Policy has been in force.

This insurance may also be terminated at the option of the Company, by sending seven days notice in writing to the Insured at his last known address, whereupon the Insured will become entitled to a proportionate return of Premium for the unexpired Period of Insurance.

### Arbitration

8. If any difference shall arise under this Policy, such difference shall be referred to arbitration according to the laws in force in the territory in which this Policy is issued. Where any difference is by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company.