

PUBLIC LIABILITY POLICY

WHEREAS the Insured designated in the Schedule hereto carrying on the Trade or Business described in the schedule and no other for the purposes of this indemnity has made to PT. _____(hereinafter called “ the Company”) a written proposal and declaration which it is hereby agreed shall be the basis of this contract and is deemed to be incorporated herein and has paid or agreed to pay the premium stated in the schedule as consideration for the indemnity against the liabilities hereinafter referred to.

Now this policy witnesseth that subject to the terms conditions and exceptions annexed hereto or endorsed hereon and to the limit of liability the Insurer indemnity the Insured against all sum sums which the insured shall become legally liable to pay in respect of

- a. Accidental injury to any person
- b. Accidental loss of accidental damage to property.

Happening during the Period of Insurance and caused in the course of the Business within the Territorial limits.

The Insurers will in addition pay all costs and expenses incurred with their written consent.

In the event of the death of the insured the insurers will in respect the liability incurred by the insured indemnity the insured’s legal personal representatives in the terms of subject to the limits of this policy provided that such representative in the terms of and subject to the limitations of this policy provided that such representatives shall as through they were the insured observe fulfill and be subject to the terms conditions and exceptions of this policy insofar as they can apply.

EXCEPTIONS

Unless otherwise specially stated herein or endorsed hereon the indemnity expressed in this policy shall not apply to or include :

1. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
2. Liability in respect of injury to any person who at the time of sustaining such injury engaged in the service of the Insured or acting on behalf of the Insured or of any sub contractor to the Insured or for compensation claimed from the Insured by an injured person or dependent under any workmen’s compensation legislation.
3. Liability in respect of 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.
 - b) Being that part of any goods or land or building or structure on which the Insured or any servant or agent of the Insured is or has been working.
4. Liability in respect
 - a) The ownership or possession or use by or on behalf of the Insured of any animal cycle vehicle locomotive vessel of any kind aircraft lift elevator crane hoist or other lifting machinery not specified in the schedule under the heading of plant.
 - b) Fire earthquake explosion flood fumes or water pollution.

- c) Defective sanitary Installation or poisoning of any kind of foreign or deleterious matter in food or drink.
5. Liability in respect of or arising from damage to any land or property or building caused by vibration or by the removal of weakening of support.
6. 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 revolution insurrection or military or usurped power.

CONDITIONS

1. This Insurance shall not commence until the premium has been actually paid to and accepted by the Company and the Company's official acceptance letter or policy has been issued and no payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt signed by an official or agent of the Company shall have been issued therefor.
2. Every notice or communication to the Company shall be in writing and send to the office or agency of the Company from which this policy was issued and notice or knowledge of anything relating to this policy or any claim hereunder or with reference to any of the property or premises insured hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given. Any agent or officer of the Company who may on behalf of the Insured write any statement which the Insured signs or authorizes to be signed shall for the purpose thereof be deemed to be the agent of the Insured and not of the Company.
3. The Insured shall upon the occurrence of any accident in respect of which a claim may arise or is likely to arise give immediate notice thereof to the Company and such notice shall state the date of the accident. The name and address of the Injured person (if any). The circumstances of the accident and particulars of the injury or damage sustained so far as and/or proceedings and shall forthwith transmit the same to the Company, if in writing and shall give all necessary information and assistance to enable the Company to settle or resist such claim. No admission, offer, promise, or payment shall be made by or on behalf of the Insured without the written authority of the Company and the Company shall be at liberty (subject as hereinafter provided) to take and retain the absolute conduct and control of and may use the name of the Insured in any negotiation action or proceedings in connection with any claim and may enforce for the benefit of the Company any order made for costs or otherwise or any rights of indemnity vested in the Insured against third parties.
4. In the event of any person receiving as compensation of costs or both a sum in excess of the amount for which the Company is liable hereunder the Insured shall pay the excess and the costs and expenses incurred by the Company in connection with the proceedings shall be apportioned between the Insured and the Company in the proportion which the excess bears to the amount payable hereunder and the insured shall pay to the Company his share of such costs and expenses forthwith on demand.
5. If it shall so desire, the Company may at any time or stage of proceedings discharge its liability hereunder by paying to the Insured the maximum sum for which it is liable in respect of any accident or the balance of such maximum sum if any payment has already been made in respect of any claims arising out of the accident; and in the event of it so doing the Company shall cease to have costs or expenses in connection therewith incurred after the date of the payment aforesaid not for any loss which the Insured may claim to have sustained by reason of the Company having acted as herein provided.

6. The Insured shall and will at all times exercise reasonable care in the selection and employment of steady sober and competent servant and likewise in seeing that the plant used in his business is in good order and fit for the work required of it and will keep the have works machinery and plant properly fenced and guarded and otherwise be good order and fit for the work to be done and will have all necessary lights lit at dusk and will use all necessary and proper precautions for the safety of the general public and shall comply with all statutory requirements and with all bye-laws and regulations imposed by any public authority.
7. If these shall be any alteration in circumstances whereby the scope of this Policy is made more extensive than that assignable to the state of facts set out in the Proposal notice in writing of every such alteration must be given forthwith to the Company and such increased premium paid as the Company may require.
8. The Company may at its own cost and expense take such proceeding as it may be advised in the name of the Insured to recover compensation or secure an indemnity from any third party (if any) in respect of any damages that are on may be covered by this Policy and such compensation (if any) shall belong to the Company any such indemnity shall inure for the benefit of the Company.
9. After the occurrence of an accident under which a claim has arisen or may arise the Insured shall not improve repair or in any way after any part of the ways works machinery or plant concerned with or involved in the accident without the previous consent in writing of the Company.
10. If at the time any claim is made under this Policy there is any other existing Insurance affected by the Insured or by any other person on his behalf covering the same damages this Company shall not be liable to pay or to contribute more than its ratable proportion of such damage.
11. The Company shall not be bound to send notice of any renewal premium becoming due and may by notice in writing to the Insured posted under registered cover to the within mentioned address or delivered personally cancel this policy at any time paying on demand and on the surrender of this Policy at any time paying on demand and on the surrender of this Policy to the Company a proportion of the premium corresponding to the un-expired period of the Policy such notice if posted shall be deemed to have been received by the Insured at the time when the same would be delivered in the ordinary course of post but in no case later than five days after same is posted.
12. All differences arising out of this Policy shall be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party and in case of disagreement between the Arbitrators to the decision of an Umpire who shall have been appointed in writing by the Arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or any right of action against the Company.
13. Should a difference arise and the Insured fail to avail himself of the provisions of condition 12 hereof within six months after such difference first arose or should an award be made under the aforesaid condition and the Insured fail to commence proceedings against the Company within six months after the date of such award all benefit under this policy shall be forfeited.
14. The observance and fulfillment of the terms provisions conditions and endorsement of this Policy in so far as they relate to anything to be done complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.