

PUBLIC LIABILITY POLICY

WHEREAS the Insured carrying on the business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and shall be deemed to be incorporated herein has applied to Liberty Insurance Pte Ltd (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

The Company agrees subject to the Jurisdiction Clause and the terms provisions exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy) to indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and claimants' costs and expenses arising from

- (a) accidental bodily injury (including disease) to any person
- (b) accidental loss of or damage to material property

occurring during the Period of Insurance and happening in connection with the Business within the Situation of Risk described in the Schedule

PROVIDED that the liability of the Company shall not exceed

- (a) for all damages payable in respect of or arising out of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause the amount specified in the said Schedule as the Limit of Liability for Any One Accident
- (b) for all damages payable during any one Period of Insurance the amount specified in the said Schedule as the Limit of Liability for Any One Period of Insurance

The Company will in addition pay other costs and expenses of litigation incurred with its written consent in respect of any occurrence to which the indemnity expressed in this Policy applies

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

JURISDICTION CLAUSE

The indemnity provided by this Policy shall only apply in respect of judgements which are in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore and Brunei Darussalam

INDEMNITY TO PRINCIPALS

In the event of a claim being made against any Principal Superior Contractor Authority or Firm (hereinafter referred to as "the Principal") in respect of bodily injury or loss of or damage to property as within defined directly resulting from the fault or negligence of the Insured in connection with the work being executed by the Insured for the Principal and forming part of the Insured's business within stated then the Company will so far as concerns that claim at the request of the Insured treat the Principal as though the Principal were also the Insured under this Policy provided that the Principal shall observe fulfil and be subject to the terms of this Policy insofar as they can apply and the Company shall have the full conduct and control of all claims covered by this endorsement

EXCEPTIONS

The indemnity expressed in this Policy shall not apply to

1. any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power strike riot or civil commotion
2. any 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 and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission

3. any liability in respect of
 - (a) injury or disease sustained by any person who is under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or disease arising out of and in the course of employment of such person by the Insured
 - (b) any sums payable by the Insured under legislation relating to occupational injury or disease
4. any liability in respect of loss of or damage to property
 - (a) belonging to the Insured or in the charge or under the control of the Insured or of any servant or agent of the Insured
 - (b) which is leased let rented hired or lent to the Insured or which is the subject of a bailment to the Insured or any servant or agent of the Insured is or has been working
 - (c) being or having been the subject matter of work where such loss or damage is or has been caused by the process of carrying out such work
 - (d) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economiser or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured
5. any liability assumed by the Insured by agreement unless such liability would have been attached to the Insured in the absence of such agreement
6. any liability in respect of injury loss or damage caused by any sub-contractor to the Insured or by any person engaged in or upon the service of such sub-contractor
7. any liability in respect of loss of or damage to any property land or building caused by excavation or vibration or by the removal or weakening of support to such land building or other structure or digging operations to property underneath the ground
8. any liability in respect of injury loss or damage caused directly or indirectly by fire or explosion
9. any liability in respect of injury loss or damage caused by or in connection with or arising from
 - (a) any vehicle or animal or vessel or craft owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof
 - (b) any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible
 - (c) any commodity article or thing supplied repaired altered or treated by the Insured
 - (d) lack of care or skill in the giving of professional or other advice or treatment in connection with the Business
 - (e) seepage pollution or contamination unless the seepage pollution or contamination is caused by a sudden unintended and unexpected happening
 - (f) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring

Notes in these Exceptions

- (i) the word "vehicle" shall mean any type of self-propelled machine and any tractor or appliance whilst attached thereto
- (ii) the word "craft" shall mean any vessel or appliance devised or intended to float on or in or to travel on or through water or air
- (iii) Exception 9(c) shall not however apply to food or beverage served for consumption on any of the Insured's premises to which this Policy applies

10. any fines, penalties and liquidated damages

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear
2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company
3. The Insured shall give the Company immediate notice of any alteration in risk which materially affects this insurance and shall pay such additional premium as the Company may require
4. The Insured shall take and cause to be taken all reasonable precautions to prevent accidents maintain the Insured's premises plant and everything used in the Business in sound and proper condition and employ only sober and competent employees and shall comply with all statutory requirements obligations and regulations imposed by any authority. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require
5. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall
 - (a) forthwith give written notice with full particulars to the Company
 - (b) immediately forward upon receipt and unacknowledge every letter claim writ summons process or other document to the Company
 - (c) immediately notify the Company of any knowledge of impending prosecution inquest fatal accident or ministry inquiry

6. No admission offer promise payment or indemnity shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require
7. The Company shall be entitled to pay to the Insured in settlement of all liability of the Company for all claims arising from one source or original cause the limit of indemnity but the Company shall in addition discharge any costs or expenses incurred prior to the date of such payment for which the Company may be responsible hereunder
8. The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected
9. If the premium has been calculated on Estimates furnished by the Insured the Insured shall undertake to keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance supply the Company with such particulars and information as the Company may require. The premium for such Period shall thereupon be adjusted and the difference paid by the Insured if the Estimates have been exceeded or a refund allowed to him if the Estimates have not been reached but any such return of premium shall not exceed 50% of the premium paid
10. The Company may cancel this Policy on giving fourteen days' notice by registered post to the Insured at his last known address. This termination shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of the notice
11. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder
12. The due observance and fulfilment of the terms and endorsements of this Policy by the Insured in so far as they relate to anything to be done or 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
13. A person who is not a party to this Policy contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of its terms
14. This insurance policy is issued on the basis that the named insured has never had any insurance (for the risk insured) cancelled due solely or in part to a breach of premium payment warranty in the last 12 months

PREMIUM PAYMENT WARRANTY

1. Notwithstanding anything herein contained but subject to clause 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 the Company (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.
2. In the event that any premium due is not paid and actually received in full by the Company (or the intermediary 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 or Endorsement 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) the Company shall be entitled to a pro-rata time on risk premium subject to a minimum of S\$25.00
3. If the period of insurance is less than 60 days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the period of insurance.