

PUBLIC LIABILITY POLICY WORDINGS

In consideration of the Insured named in the Schedule hereto paying to **CHINA TAIPING INSURANCE (SINGAPORE) PTE. LTD.** ("CTPIS" or "Company") the Premium mentioned in the Schedule, CTPIS agrees subject to the terms and conditions contained in or endorsed or otherwise expressed on this Policy to insure in the manner and to the extent hereinafter provided in the respective Sections specified in the Schedule or added hereto by memorandum signed by or on behalf of CTPIS in respect of events occurring during the Period of Insurance specified in the Schedule or during any subsequent period for which the Insured shall pay and CTPIS shall agree to accept the premium required for the renewal of this Policy.

Provided always that the due observance and fulfilment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be conditions precedent to any liability of CTPIS to make any payment under this Policy.

COVERAGE

In consideration of the Insured paying to the Company the premium for and on account of the said indemnity the Company agrees subject to the terms exceptions limits and conditions contained herein or endorsed hereon to indemnify the Insured against

1. All sums which the Insured shall become legally liable to pay for compensation in respect of
 - (a) bodily injury or illness to any person
 - (b) loss of or damage to property occurring within the Territorial limits during the Period of Indemnity as a result of an accident and happening or caused as described in the Schedule under the heading of Description of Risk.
2. All costs and expenses of litigation
 - (a) recovered by any claimant against the Insured
 - (b) incurred with the written consent of the Company in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

EXCEPTIONS

The Company shall not be liable for

1. any liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
2. any liability in respect of bodily injury to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of the employment of such person by the Insured.
3. any liability in respect of loss of or damage to property
 - (a) belonging to the Insured or in the care, custody or control of the Insured or of any servant or agent of the Insured.
 - (b) being that part of any property 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. any liability in respect of bodily injury to any person or loss of or damage to any property, land buildings caused by
 - (a) explosion due to force of internal steam pressure of any boiler vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) designed to operate under steam pressure only.
 - (b) vibration subsidence or the removal or weakening of support.
5. any liability in respect of bodily injury or damage to property caused by
 - (a) any vehicle (or trailer attached thereto) 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.
 - (b) any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible unless specified in the Schedule under the heading of Plant.
 - (c) defective sanitary arrangements or water pollution.
 - (d) any vessel or craft arising out of any work done therein or thereon by or on behalf of the Insured.
 - (e) any commodity article or goods repaired, altered, sold or supplied (other than food sold or supplied for consumption on the Insured's premises) by the Insured.
6. any consequence 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.
7. any 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 and for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
8. any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
9. any remedial professional or other advice or treatment given or administered or omitted by the Insured or any person acting on behalf of the Insured.

DEFINITIONS

Bodily Injury shall include death, illness and disease.

Vehicle shall include any type of machine on wheels or on caterpillar tracks.

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.

LIMITS OF INDEMNITY

The liability of the Company under this Policy for all compensation payable

- (a) to any claimant or any number of claimants in respect of or arising out of any 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.
- (b) in respect of all injury illness loss and damage sustained during any one Period of Indemnity shall not exceed the Limit of Indemnity specified in the Schedule for any one Period of Indemnity.

JURISDICTION CLAUSE

Notwithstanding anything contained herein to the contrary, it is agreed that the indemnity provided herein shall not apply in respect of

1. compensation for damage in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Republic of Singapore.
2. costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Singapore.

PREMIUM PAYMENT WARRANT

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 shall be deemed to be cancelled immediately after the expiry of the said 60-day period;
 - (b) the deemed cancellation 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.
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.

CONDITIONS

1. This Policy and Schedule shall be read together and any words or expressions to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.
2. The Insured shall give written notice to the Company of any accident or claim or proceedings immediately the same shall have come to the knowledge of the Insured or his representative. Every letter claim, writ or other document in relation to any accident, claim or civil proceedings must be sent to the Insurers immediately and unacknowledged.
3. The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence 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 for damages or otherwise against any persons 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.
4. The Company may in the case of any accident pay to the Insured the Limit of Indemnity for any one Accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation under clause (B) on the first page of this Policy incurred prior to the date of payment of such Limit of Indemnity or such lesser sum.
5. If the premium for this Policy has been calculated on any estimates furnished by the Insured the Insured shall 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 Indemnity furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.
6. If at the time of any claim arising under this Policy there shall be any other insurance covering the same risk or any part thereof the Company shall not be liable for more than its ratable proportion thereof.
7. If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven days give notice in writing to the Company but the company shall not be bound to accept such change and unless such change is accepted by the Company and such additional Premium as the Company may require paid by the Insured the Company shall not be liable for any liability occurring from the time of such change.
8. The Insured shall take all reasonable precautions to prevent accident and shall use his best endeavours to see that only competent employees are employed. The Insured shall exercise reasonable care to see that all statutory obligations are observed and complied with and that all buildings ways works plant machinery furniture fixtures and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and immediately any defect shall come to his knowledge he shall forthwith make good such defect and/or take such temporary precautions to prevent accident.
9. The Company shall at all reasonable times have free access to inspect any property and in the event of any defect or danger being apparent to the Company the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same be rectified or removed to the satisfaction of the Company. After any occurrence which may give rise to a claim under this Policy no alteration or repair shall so far as practicable be made until the written consent of the Company has been obtained.
10. This Policy may be cancelled at any time by seven days notice by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro-rata portion of the premium for the unexpired part of the Period of Indemnity.
11. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by 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 so to do 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 provisions conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him 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.