



## ***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 witnessed 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 boldly 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 c9onditions and exceptions of this policy insofar as they can apply.

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### ***EXCEPTIONS***

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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.

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## CONDITIONS

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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.