



THE NEW INDIA ASSURANCE CO. LTD.

(INCORPORATED IN INDIA WITH LIMITED LIABILITY)

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(Regd. & Head Office: New India Assurance Bldg., 87, M. G. Road, Fort, Mumbai - 400 001.)

(Rated As "A - (Excellent)" By A.M. Best)

PUBLIC LIABILITY INSURANCE POLICY

WHEREAS the Insured carrying on the Business described in the Schedule and no other for the purposes of this Indemnity by a Proposal which shall be the basis of this Contract and is deemed to be incorporated herein has applied to 'The New India Assurance Co. Ltd' (hereinafter called "the Company") for the Indemnity hereinafter expressed and has paid or agreed to pay the Premium as stated in the Schedule as consideration for such Indemnity.

NOW THIS POLICY WITNESSETH that subject to the Terms, Exceptions, Limits and Conditions contained herein or endorsed hereon the Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay consequent upon

- (1) Accidental death or bodily injury including illness of any person
- (2) Accidental loss of or damage to any property occurring in Hong Kong during Policy Period and resulting from accidents in connection with the Business

AND

In respect of a claim against the Insured to which the indemnity in this Policy applies the Company will indemnify the Insured in respect of

- (3) All costs and expenses of litigation recovered by any claimant against the Insured
- (4) All costs and expenses of litigation incurred with the written consent of the Company

PROVIDED THAT the liability of the Company under this Policy for all sums payable to any claimant or any number of claimants in respect of arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributed to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule for any one Accident

PROVIDED FURTHER that the due observance and fulfilment of the Terms, Conditions and Endorsements of this Policy insofar 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.

EXCEPTIONS

The Indemnity expressed in this Policy shall not apply to or include: -

- (1) Liability assumed by the Insured by agreement unless and insofar as such liability would have attached to the Insured notwithstanding such agreement or contact.
- (2) Liability in respect of death or bodily injury including illness of any person arising out of and in the course of the employment of such person by the Insured or to any person who is a member of the Insured's family ordinarily residing with the Insured.
- (3) Liability in respect of loss of or damage to property: -
 - (a) (i) belonging to the Insured

- (ii) incharge of by or under the control of the Insured but this exception shall not apply to property belonging to any servant of the Insured.
 - (b) Being that part of any property goods land building or structure on which the Insured or any servant or agent of the insured is or has been working if such damage is caused directly by the process of treatment, alteration, repair or construction of that part of such property, goods, land building or structure.
 - (c) Caused by or through or in connection with the bursting of any economiser used in conjunction with a steam boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam and belonging or in the charge or under the control of the Insured.
- (4) Liability in respect of death or bodily injury including illness of any person or loss of or damage to property caused by or in connection with or arising from: -
- (a) The ownership or possession or use by or on behalf of the Insured of any trailer or mechanically propelled vehicle not specified in the Schedule under the heading of Plant provided that liability in respect of the loading and unloading or collection of goods to or from such trailer or mechanically propelled vehicle (insofar as liability is not covered by any vehicle insurance) is not excluded hereunder.
 - (b) The ownership or possession or use arising from the ownership or possession of any lift, elevator, escalator, crane, power hoisting machine (other than conveyor belt systems) watercraft, aircraft or thing made or intended to float on or in or travel on or through water, air or space not specified in the Schedule under the heading of Plant.
 - (c) Work which is being undertaken or has been undertaken by the Insured to any watercraft, aircraft or things made or intended to float on or travel through water, air or space.
 - (d) (i) Property, goods, food or drink or the containers thereof sold supplied or constructed.
(ii) Property or goods which have been repaired, altered, renovated, serviced or installed and no longer in the Insured's possession or control.
(iii) Poisoning or contamination of any kind.
 - (e) error or omission in design specification or advice remedial or other treatment given administered or prepared by the Insured or by any person acting on behalf of the Insured but the words advice remedial or other treatment shall have no application in respect of any employee of the Insured acting in the capacity of Industrial Nurse on behalf of the Insured.
 - (f) vibration or the removal or weakening of or interference with the support of land or buildings.
 - (g) (i) Earthquake, flood or fumes.
(ii) Defective sanitary installation or poisoning of any kind or foreign or deleterious matter in food or drink.
- (5) Liability in respect of:
- (a) Personal injury or bodily injury or loss of damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
 - (b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
 - (c) Fines, penalties, punitive or exemplary damages.
- (6) Liability in respect of death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- (a) war, invasion, acts of foreign enemies, hostilities of warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power ; or

- (b) any act of terrorism including but not limited to
 - (i) the use or threat of force, violence and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If the Company alleges that by reason of this exception, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the insured.

- (7) Loss damage liability or expense directly or indirectly caused by or contributed by or arising from
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
- (8) Loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
 - (a) permanent to temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority
 - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any personProvided that the Company is not relieved of any liability to the Insured in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy
 - (c) the destruction of property by order of any public authority

In any action suit or other proceeding where the Company alleges that by reason of the provisions above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

- (9) Liability in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insureds own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
- (10) Liability in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - (a) asbestos, or
 - (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

- (11) Compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong or costs and expenses of litigation recovered by any claimant from the Insured which are not included in and recoverable in Hong Kong.

TENANTS' LIABILITY

Notwithstanding anything contained in Exception 3(a) but subject always to Exception 3(c) the Indemnity expressed in the within Policy shall extend to include Legal Liability for Damage caused by or resulting from Fire or Explosion

- (a) To a building or part thereof not belonging to but whilst under the Occupation of the Insured.
- (b) To the contents of the aforesaid building or part thereof not belonging to but in charge of by or under the control of the Insured but in no case is the Insured's Legal Liability as bailey included.

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 the Policy or the Schedule shall bear such specific meaning wherever it may appear.

2. The Insured shall give written notice to the Company of any
- (a) Accident
 - (b) Claim
 - (c) Impending Prosecution
 - (d) Proceedings

Immediately, when the same comes to the knowledge of the Insured or his representative.

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 defense 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 against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense of any claim may relinquish the same and the insured shall give all such information and assistance as the company may require.

4. In the case of any accident the Company may at any time pay to the insured the Limit of Indemnity for any one Accident (but deducting therefrom in such case any sum or sums already paid under Operative Clauses 1 & 2 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 Operative Clauses 1 & 2 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 Operative Clauses 3 & 4 incurred prior to the date of the 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 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 subject to receipt and retention of any minimum premium applicable.

6. If at the time any claim arises under this Policy there be any other insurance indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and,

subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.

7. If 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 one calendar month give notice in writing to the Company and the premium shall thereupon be adjusted for the unexpired period and the difference paid by or allowed to the Insured as the case may be.

8. The Insured shall take all reasonable precautions to prevent accidents and to comply with all statutory obligations, by-laws and/or regulations imposed by any public authority.

9. 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 the pro-rata premium for the unexpired part of the Period of cover. The Insured may cancel the Policy at any time by giving written notice to the Company and in such event the Company will retain the premium at customary short period rate (pro-rata premium plus 10%) for the time the policy has been in force. (In all cases, retained premium will not be less than minimum premium specified in the schedule).

10. All differences arising out of this Policy shall be determined by arbitration in accordance with the arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. 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 purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. This Policy is subject to the exclusive jurisdiction of the Courts of Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong.

12. The due observance, compliance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured insofar as they relate to be done or observed or fulfilled or complied with by him and the truth of the statements and answers in the proposal made by him shall be conditions precedent to any liability of the Company to make any payment under this Policy.