



## **PUBLIC LIABILITY INSURANCE POLICY**

**WHEREAS** the Insured described in the schedule hereto has by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein applied to the **CONSOLIDATED HALLMARK INSURANCE PLC** (hereinafter called the Company) and has paid the premium as consideration for the insurance hereinafter contained.

**IT IS AGREED THAT** subject to the Terms, Exceptions and Conditions contained herein or endorsed hereon, the Company will during the period of insurance stated in the said schedule indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of:

- a. accidental bodily injury to or illness of any person (whether or not death results).
- b. accidental loss of or damage to property occurring during the period of insurance and in connection with the business carried on at any place described in the schedule.

The liability of the Company in respect of or arising out of one 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 amount specified in the schedule as the limit of indemnity. This policy shall be operative in respect of the negligence of the Insured, directors and employees in respect of buildings, ways, works machinery or plant connected with or used for the business of the Insured.

In respect of a claim for damages to which the indemnity expressed in this policy applies, the Company will also indemnify the Insured against:

- a. all legal costs recoverable by any claimant from the Insured and
- b. all costs and expenses incurred with the written consent of the Company.

In the event of the death of the Insured the Company will in respect of the liability incurred by the insured indemnify the insured's personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the insured observe fulfill and be subject to the terms exceptions and conditions of the Policy so far as they can apply.



## **EXCEPTIONS**

This Policy does not cover:

1. liability for bodily injury to or illness contracted by any person employed under a contract of service or apprenticeship with the Insured if such illness or bodily injury arises out of or in the course of such employment.
2. liability for loss of or damage to:
  - a. property owned by the Insured
  - b. property which is leased let rented hired or lent to the insured or which is in any other way the subject of a bailment to the insured.
  - c. Any underground pipes cables mains or sewers or any claim arising in consequence of such loss or damage.
3. bodily injury, illness, loss or damage caused or arising out of the ownership or possession of or use or under the control of the insured of animals, mechanically propelled vehicles, aircrafts, ships, boats or craft of any kind.
4. death or bodily injury to third parties or damage to property caused directly or indirectly by any sub-contractor of the Insured or by any employee of such sub-contractor.
5. death or bodily injury to third parties or damage to property arising outside the geographical area stated in the policy.
6. In relation to any vehicle, damage to any bridge, viaduct or weighbridge or to any road or anything beneath by vibration or by weight of such vehicle and any load carried thereby.
7. damage to property on which the Insured, directors, employees, servants or agents are or have been operating.
8. death, bodily injury or damage to property due to defective drains, sewers or sanitary arrangements or pollution.



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9. any liability arising directly or indirectly with:
- a. Possession of hoists, cranes, lifts, elevators, steam boilers, cranes, aircraft, vessels or craft or foul berthing or the ownership , possession or use by or on the Insured's behalf of locomotives or railway rolling stock.
  - b. Fire, explosion and flood, typhoon, hurricane, volcanic eruption, earthquake, subterranean fire or other convulsion of nature.
  - c. Damage to any building structure or land caused by vibration or by the withdrawal or weakening of support.
  - d. Poisoning, illness or injury through the consumption of food or beverages where the business operation of the Insured is that of a guest house, hotelier or restaurant.
  - e. Defective designs of or defect in any goods or the containers of any such goods which have been manufactured, sold, supplied, renovated or repaired by the Insured.
  - f. Any advice or remedial or other treatment given or administered by the Insured, directors, servants, employees or representatives.
  - g. Any contract of indemnity which imposes upon the Insured liability which it would not otherwise have been under.
  - h. War, invasion, Act of foreign Enemy, Hostilities (whether War be declared or not) Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power, riot, strike, civil commotion.
  - i. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission
  - j. The indemnity or compensation provided by this policy shall not apply to nor include any accident, loss, destruction, damage or legal liability



directly or indirectly caused by or contributed to by or arising from nuclear weapons material

### **CONDITIONS**

1. This policy and schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part thereof shall bear such meaning wherever it may appear.
2. The employees, premises and contacts of the Insured shall remain of the description and number set out in the proposal unless and until notice of any addition or alteration has been lodged with the Company and such additional premium paid as the Company may require.

Where however the premium for this policy shall have been calculated on estimates furnished by the Insured as stated herein, the Insured shall within one month from the expiry of each period of insurance 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.

3. The Insured shall at all times by personal or other competent supervision take all reasonable endeavour to comply with all statutory obligations and regulations imposed by any Authority to employ only efficient personnel and to provide efficient ways, works, vehicles, machinery, guards, and shall keep the same and all premises in a proper state of repair and if any defect shall arise shall cause such defect to be made good and shall in the meantime cause such additional precautions to be taken as the circumstances require.
4. Every notice or communication to be given under this Policy shall be lodged in writing with the Company.
5. The Insured or his legal representatives shall give notice to the Company as soon as possible after the occurrence of any accident and or loss and/or damage with full particulars thereof. Every letter, claim, writ, summons, or process shall be notified or forwarded to the company immediately on receipt. Notice shall also be given in writing to the company immediately the insured or his legal personal representatives shall have knowledge of any accident for which there may be liability under this policy. So far as



- reasonably practicable no alteration or repair shall without the consent of the Company be made to any buildings, dwellings, works, machinery, fences or plant after any accident which have occurred in connection therewith until the Company shall have had the opportunity of examining the same.
6. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires 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 for its discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
  7. If at the time of the occurrence of any accident there shall be any other insurance or insurances subsisting in respect of the same, the Company shall not be liable to pay nor contribute more than a rateable proportion of any sum or sums payable in respect of such accident for compensation, litigation expenses or otherwise.
  8. The Company may in the case of any accident as within defined pay to the Insured the maximum sum payable as compensation hereunder (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 therefore be under no further liability in respect of any such accident except for the payment of such maximum sum or such lesser sum as the case may be and for which the Company may be responsible there under.
  9. The Company shall not be bound to send any notice of the Renewal Premium becoming due, or to renew this Policy. The company shall be at liberty at any time to cancel this policy by giving 30 days notice in writing to the Insured by registered letter posted to the address of the Insured as last known to the Company to determine and cancel this policy as from the date of the expiration of such notice in which event the Company shall on demand return to the Insured a proportionate part of the premium corresponding to the unexpired term of the policy.
  10. 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



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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 hereunder and such disclaimer has been referred to Arbitration under the provisions herein contained then the claim shall not for all purposes be deemed to have been abandoned and shall thereafter be recoverable hereunder.

11. The due observance and fulfillment of the terms provisions conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answer in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.