

## **PUBLIC LIABILITY POLICY WORDINGS**

In consideration of the Insured named in the Schedule hereto paying to China... the Premium mentioned in the Schedule, the Company agrees subject to the terms and conditions contained in or endorsed or otherwise expressed in 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 the Company in respect of events occurring during the period of Insurance specified in the Schedule or during any subsequent period for which the Insured and the Company 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 endorsement 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 the Company 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 and 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 caused as described in the Schedule under the heading of Description of Risk.
2. All costs and expenses of litigation against the Insured
  - a. Recovered by the claimants 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 or 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 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, 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 (trailer attached thereto) not specified in the Schedule under the heading of Plant owned or possessed by or on behalf of the Insured or loading thereof.
  - b. Any lift, elevator, escalator, hoist, crane owned or used by the Insured for the maintenance of which the Insured is responsible unless specified in the Schedule under the heading 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 ionizing, radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste, the combustion of nuclear fuel and for the purpose of this exclusion combustion shall include any self- sustaining process of nuclear fission.