

PUBLIC LIABILITY INSURANCE

Whereas the Insured by a proposal which shall be the basis of this Contract and be held as incorporated herein has applied to the ATLAS INSURANCE LIMITED (here in after referred to as the "Company") for the indemnity hereinafter expressed and has paid or agreed to pay the Premium as consideration for or on account of 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 against

- A. All sums which the Insured shall become legally liable to pay for compensation in respect of
 - (1) bodily injury to or illness of any person
 - (2) loss of or damage to propertyarising from the Business and occurring during the Period of Insurance and happening or caused as described in the Schedule under the heading of the indemnity

- B. All costs and expenses of litigation
 - (1) recovered by any claimant against the Insured
 - (2) 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

Indemnity to Principals

As far as concerns injury, illness, loss of damage for which the Insured is responsible and happening in connection with the carrying out of work for any Principal the Company will at the request of the Insured treat the Principal as though he were also the Insured under this Policy Provided that the Principal shall observe fulfill and be subject to the terms limits exceptions provisions and conditions of this Policy in so far as they apply

Limit of indemnity

The liability of the Company under this Policy for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity.

Exceptions

The indemnity expressed in this Policy shall not apply to

- (1) liability in respect of injury, illness, loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
- (2) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement
- (3) liability in respect of injury to or illness of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured or any sums payable by the Insured under legislation relating to occupational injury or illness.
- (4) liability in respect of loss of or damage to property
 - (a) belonging to the Insured
 - (b) in the charge or under the control of the Insured or any servant or agent of the Insured
 - (c) caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economizer or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured.
- (5) liability in respect of injury to or illness of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support

- (6) liability in respect of injury, illness, loss or damage arising from the ownership possession or used by or on behalf of the Insured of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which a certificate of Motor Insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer of the delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway of thoroughfare
- (7) liability in respect of injury, illness, loss or damage caused by or in connection with or arising from
 - (a) any vessel or craft or aircraft 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 of the maintenance of which the Insured is responsible unless specified in the Schedule under the heading of Plant
 - (c) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
 - (d) any commodity article or thing supplied repaired, altered or treated by or to the order of the Insured and happening elsewhere than at any of the Insured's premises
- (8) liability directly or indirectly occasioned by or through or in consequence of pollution or contamination
- (9) liability directly or indirectly occasioned by or through or in consequence of
 - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not)
 - (b) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, conspiracy, military or usurped power
 - (c) martial law or state of siege or any of the events or causes which determine the proclamation or maintenance or martial law or state of siege
 - (d) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence or loot sack or pillage in connection with any of the aforementioned occurrences
- (10)
 - (a) liability directly ;or indirectly caused by or contributed to by or arising from 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
 - (b) liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

Conditions

The Policy and the Schedule shall be read together as one contract and any word or expression to which specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

1. In the event of any occurrence which may give rise to a claim for indemnity under this Policy the Insured shall as soon as possible give notice thereof to the Company in writing. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.
2. 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 any occurrence 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 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 the Insured shall give all such information and assistance as the Company may require.
3. The Company may in the case of any occurrence pay to the Insured the maximum sum payable under this Policy in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall thereafter not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.
4. If at the time of any occurrence or claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Company shall not be liable under this Policy to indemnify the Insured in respect of such occurrence or claim except in so far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.
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 and shall within one month from the expiry of every Period of Indemnity supply to the Company a correct statement so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be.
6. The Insured shall take all reasonable precautions to prevent injury, illness, loss or damage which may give rise to a claim under the Policy.
7. 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 the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising there from shall be suspended. If at any time anything shall occur materially affecting the risk insured hereunder the Insured shall within seven days give notice in writing to the Company.
8. 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.
9. If any difference arises to the amount to be paid under this Policy (Liability being otherwise admitted) such difference shall be referred to the decision of any Arbitrator to be appointed in writing by the 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.
10. The due observance and fulfillment of the terms, provisions, conditions and endorsements of this Policy by the insured insofar as they relate to any thing to be done or complied with by him and the truth of the statements and answers in the proposal made by the Insured shall be conditions precedent to any liability of the Company.