PACIFIC & ORIENT INSURANCE CO. BERHAD

Registration No. 197201000959 (12557-W)

A Member Of The Pacific & Orient Group

STAMP DUTY PAID

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PUBLIC LIABILITY POLICY

The benefits(s) payable under eligible certificate/policy product is (are) protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Pacific & Orient Insurance Co. Berhad (Visit www.pidm.gov.my)

For Non - Consumer Insurance Contracts (Insurance for purposes related to the Insured's trade, business or profession)

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured's Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured's Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and Pacific & Orient Insurance Co. Berhad (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured's answers or in any disclosures made by the Insured, it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

WHEREAS the Insured carrying on the Business described in the Schedule and on other for the purpose of this Insurance has made to the **PACIFIC & ORIENT INSURANCE CO. BERHAD** (hereinafter call "the Company") a propsal which it is hereby agreed shall be the basis of this contract and be considered as incorporated herein for the insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay the First Premium shown in the Schedule (which Premium is subject to adjustment as hereinafter provided) the Company will subject to the Terms Exceptions and Conditions contained herein or endorsed hereon indemnify the Insured against sums for which the Insured shall in the course of the Business become legally liable to pay as compensation for:-

1) Accidental death of or bodily injury to any person
2) Accidental damage to property

happening during the Period of Indemnity within the situation of Risks described in the Schedule.

PROVIDED THAT the liability of the Company shall not exceed:

a) for all compensation payable in respect of or arising out of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause the amounts specified in the said Schedule as the Limits of Indemnity for Any One Accident.
b) for all compensation payable during any one Period of Indemnity the amount specified in the said Schedule as the Limit of Indemnity for Any One Period of Indemnity.

The Company will in addition where any claim is contested by or with the written consent of the Company pay all costs recovered by any claimant against the Insured. The Company will further pay the costs incurred with its written consent in connection with thedefence of such claim.

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

IMPORTANT

PREMIUM WARRANTY

Where the preium payable pursuant to this warranty is received by an authorised agent of the insurer, the payment shall be deemed to be received by the insurer for the purposes of this warranty on us of proving that the preium payable was received by a person, including an Insurance Agent, who was not authorised to receive such premium shall lie on the insurer.

IMPORTANT NOTICE

Your attention is drawn to the 60 days premium warranty attached to the policy.

By this warranty, the insurance policy is automatically cancelled unless the full preium is paid to the insurer within 60 days from the commencement date of cover. Please note that if this insurance is transacted through your insurance broker, the broker is acting on your behalf for the purpose of formation of this contract of insurance. It is important that you make full payment of the premium to your broker as soon aspossible and in any case within the 60 days period of the preium warranty so as to enable your broker to remit the premiums early to your insurer. You are advised to request your broker to furnish you with the broker's and insurer's receipt on the premium that you paid.

EXCEPTIONS

The Company shall not be liable for:-

1. Death or bodily injury or damage to property caused directly or indirectly by any sub-contractor of the Insured or by any employee of such sub-contractor

2. Death or bodily injury or damage to property caused directly or indirectly by:

    a) fire or explosion

    b) tyhoon flood hurricane volcanic eruption earthquake subterranean fire or other convulsion of nature

3. Death or bodily injury caused through poisoning or foreign or deleterious matter in food or drink:

4. Death or bodily injury or damage to property caused directly or indirectly by or in connection with:

    a) lifts or hoists (other than hand lifts or hoists) elevators escalators cranes or power driven hoisting machines aircraft vessels or craft of foul berthing or the ownership possession or use by or on behalf of the Insured of vehicles (other than hand-propelled vehicles) cycles or aniamals locomotives or railway rolling stock unless specifically mentioned in the Schedule hereto or by endorsement hereon;

    b) defective drains sewers or sanitary arrangements or water pollution;

    c) goods manufactured sold or supplied or any article renovated or repaired or any form of actvice or remedial or other treatment given or administered by the Insured or any servant or agent of the Insured;

    d) arising out of the pollution of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident;

5. Damage to any land property or building caused by the removal or weakening of support to such land property or building or by vibration or liability arising in consequence of such damage.

6. Any consequence of War Invasion Act of Foreign Hostilities (whether war be declared or not) Civil War Mutiny Rebellion Revolution Insurrection Military or Usurped Power Riot Strike Lockout Military or Popular Rising Martial Law or loot sack or pillage in connection therewith Confiscation or Destruction by any Government or Public Authority.

7. a) Death of or bodily injury to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of such service or apprenticeship or to a member of the Insured's family or household.

    b) Compensation under any Workmen's Compensation or Employer's Liability Law.

8. a) Damage to property belonging to or under the charge or control of the Insured or persons in the service of the Insured or a member of the Insured's family or household.

    b) Damage to that part of any property on which the Insured or persons in the service of the Insured or a member of the Insured's family or household.

    c) Damage to any vehicle or property or accessory in or on such vehicle within entering or leaving any garage or enclosed or unenclosed parking place.

9. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured not withstanding such agreement.

10. Death or bodily injury or damage to property arising coutside the Geographical Area.

11. a) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising 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 unclude any self-sustaining process of nuclear fission.

    b) Any liability directly or indirectly caused or contributed to by or arising from nuclear weapons material.

12. Gradual Environmental Impairment Exclusion Clause

    This Insurance does not cover any liability for:-

    a) Personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants;

    b) The cost of removing nullifying or cleaning up pollutants;

    c) Fines penalties punitive or exemplary damage arising directly or indirectly out of the discharge dispersal release or escape of pollutants;

    Notwithstanding the foregoing, this Insurance shall cover liability otherwise excluded under paragraphs a) and b) above which

    i) is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place, and;
    ii) is indemnified in not more than one annual period of original insurance.

    For the purpose of this clause, "pollutants' means any solid liquid gaseous or thermal irritant or contaminant, including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

CONDITIONS

1. The POLICY, Schedule and Conditions 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 of the Schedule or of the Conditions shall bear the same meaning wherever it may appear.

2. 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 duty authorised representatives of the Company have been issued therefor.

3. Every notice or communication to the Company shall be in writing and sent to the Branch 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, No alteration in the terms of this policy, nor any endorsement thereon, will be held valid unless the same is signed or initialed by an authorized representative of the Company.

4. The insured shall given notice to the Company of any accident or claim or proceedings immediately the same shall have come to the knowledge of the Insured or his representative.

5. 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 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 damage 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.

6. If it shall so desire the Company may at any time or stage of proceedings discharge its liability hereunder by paying to the Insured the Limit of Liability in respect of any one accident or the balance of such Limit of Liability. If any payment has already been made in respect of any claims arising out of the accident and in the event of it so doing the Company shall cease to have the conduct and control of the negotiations action or proceedings in connection with the claims and shall not be responsible for any costs or expenses in connection therewith incurred after the date of the payment aforesaid nor for any loss which the Insured may claim to have sustained by reason of the Company having acted as herein provided.

7. If the premium for this Policy has been calculated on any estimates furnished by the Insured and the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. 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 there upon be adjusted and the difference paid by or allowed to the Insured as the case may be.

8. If at the time of any claim arising under this Policy there shall be any other insurance covering the same risks or any part thereof the Company shall not be liable for more than its rateable proportion thereof.

9. If at any time or from time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven days given notice to the Company and shall pay such additional premium as the Company may require.

10. 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 rate portion of the premium for the unexpired part of the Period of Insurance.

11. The Insured shall exercise reasonable care that only steady sober and competent employees are employed that all buildings way works plant machinery furniture and fittings are substantial and sound and in proper order and fit for the purpose for which they are used and that all statutory requirements and all bye-laws and regulations imposed by any public authority are duly observed and complied with. Upon any defect being brought to his notice the Insured shall forthwith proceed to make good the same and shall take such temporary precautions to prevent accident as the circumstances may require but so far as practicable no alternation of repair shall without the consent of the Company be made after any occurrence covered by this Policy until the Company shall have had an opportunity of inspecting. The Company shall have had an opportunity of inspecting. The Company shall at all reasonable times have free access to inspect any property. In the event of any defect or danger being apparent to the Company's inspector the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the same to be cured or removed to the satisfaction of the Company.

12. All differences arising out of this policy shall be referred to the decision of an arbitrator to be appointed 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 to not agree of an umpire appointed in writing by the arbitrators before entering upon the reference the umpire shall sit with the arbiters and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the insurers the costs of and connected with the arbitration shall be in the discretion of the arbiters arbitrators or umpire if the insurers 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 purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

13. The due observance and fulfillment of the terms 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 statement and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Jurisdiction Clause

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

a) compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of compensation jurisdiction within Malaysia.

b) cost and expenses of litigation recovered by claimants from the Insured which are not incurred in and recoverable in Malaysia.

Disputes can be referred to: Ombudsman for Financial Services (OFS) (Formerly known as Financial Mediation Bureau (FMB) Tel No : 03-2272 2811