

THIRD PARTY LIABILITY SECTION

BASIS OF INDEMNITY

The Insurers will indemnify the Insured against all sums not exceeding the limits of liability stated in the Schedule which the Insured shall become legally liable to pay as compensation for:

- 1 accidental bodily injury or illness to third parties
- 2 accidental loss of or damage to property belonging to third parties

occurring in direct connection with the performance of the plant insured in the Owned Plant and Equipment Section or the Hired In Plant and Equipment Section of this Policy during the period of insurance as stated in the Schedule.

LIMIT OF INDEMNITY

The liability of the Insurers under this section shall not exceed the limits stated in the Schedule for any one accident arising out of any one event.

LEGAL DEFENCE COSTS

In respect of a claim for compensation to which the indemnity provided herein applies, the Insurers will in addition indemnify the Insured against:

- 1 all costs and expenses of litigation recovered by any claimant from the Insured, and
- 2 all costs and expenses of litigation incurred with the written consent of the Insurers in resisting any claim.

provided that the liability of the Insurers in respect of any one occurrence shall not exceed the limit of indemnity as stated in the Schedule

PERIOD OF INSURANCE

The period of insurance under this section is as per the period of insurance stated in the Schedule.

EXCEPTIONS

The Insurers will not indemnify the Insured in respect of:

- 1 expenditure incurred in repairing or replacing any work or property covered or coverable under the material damage sections of this Policy
- 2 liability arising from loss or damage to any property or land or building caused by vibration, or by the removal or weakening of support, or injury or damage to any person or property occasioned by or resulting from any such damage unless agreed to in writing and endorsed in the Schedule
- 3 liability arising in respect of death, injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination unless caused by a sudden unintended and unforeseen occurrence

- 4 the cost of removing, nullifying or cleaning up seepage, pollution or contaminating substances
- 5 fines penalties punitive or exemplary damages resulting from seepage, pollution or contamination
- 6 liability arising out of:
 - 6.1 bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal or any other firm connected with the contract work
 - 6.2 loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal or any other firm connected with the contract works, or of an employee or workman of one of the aforesaid
 - 6.3 any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft
 - 6.4 any contract or agreement unless such liability would have attached in the absence of such contract or agreement
 - 6.5 technical or professional advices given by the Insured or by any person acting on behalf of the Insured
- 7 Loss or damage to property:
 - 7.1 belonging to the Insured or in his care custody and control
 - 7.2 which forms or should form the subject of insurance under section 1 of The Plant All Risks Policy

For the purpose of the exception the term “care custody and control” shall not apply to:

- premises and structures (including contents) fixed plant and machinery temporarily occupied or used by the Insured for the purpose of the insured contract
- property not hired by or on loan to the Insured but for which the Insured has agreed to provide storage facilities
- directors, employees and visitors clothing and personal effects
- vehicles (including the contents thereof) under the care custody or control of the Insured for the purpose of parking

SPECIAL CONDITIONS

The Insured shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the consent of the Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full 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 Insurers may require.

The Insurers may in respect of any claim(s) pay to the Insured the amount of the limit of indemnity, as stated in the Schedule, or such lesser sum for which the claim(s) can be settled, subject in either case to deduction of any sum(s) already paid on account of such claim(s), and thereafter the Insurers shall be under no further liability in respect of such claim(s) except for payment of costs and expenses incurred prior to the date of such payment and for which the Insurers may be liable hereunder.

UNDERGROUND CABLES, PIPES AND OTHER FACILITIES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20% of the loss amount or the deductible stated in the Schedule, whichever is the greater.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying a deductible of 25% of the loss.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage and penalties being excluded from the cover.

COMMUNICABLE DISEASE ENDORSEMENT

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

- 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.