

PUBLIC LIABILITY POLICY

NO 01/233/000/000

Whereas the Insured designated in the Schedule hereto has applied to the Qafela Insurance Company (hereinafter called "the Company") for an insurance as hereinafter mentioned.

Now this policy of insurance witnesseth that if after payment of the premium specified in the said Schedule any of the contingencies specified therein shall actually occur or arise during the period of insurance named therein or any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the Premium required for the renewal hereof the Company will subject to the terms exclusions limitations and conditions contained herein or endorsed hereon indemnify the Insured as provided in the said Schedule.

Provided always that the due observance and fulfilment of the terms and conditions hereof 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 hereunder and that no waiver of any of the provisions hereof shall be valid unless made in writing signed by an Attorney or authorised official of the Company.

EXCLUSIONS

This Policy shall not apply to or include unless expressly provided for herein or by Endorsement hereon :-

- (a) Liability in respect of bodily injury to any person who at the time of sustaining such injury is engaged in the service of the Insured or for compensation claimed from the Insured by an injured person or dependant under any Workmen's Compensation Act Plan or Law.
- (b) Liability in respect of bodily injury to any member of the Insured's household.
- (c) Liability in respect of loss of or damage to :
 - (1) Property held in trust or on commission or in the custody or control of the Insured or of any member of the Insured's household or of any servant or agent of the Insured.
 - (2) Property being that part of any goods or land or building or structure on which the Insured or any member of the Insured's household or any servant or agent of the Insured is or has been working
- (d) Liability resulting from or attributable to or arising from:
 - (1) Poisoning of any kind whatsoever or defective drains sewers or sanitary arrangements.

- (2) The action of any commodity used or applied or administered by the Insured or by any member of the Insured's household or by any servant or agent of the Insured or sold or supplied by the Insured for use consumption or application.
- (3) Injury or damage arising in the course of or as a result of remedial or other advice or treatment given or administered by the Insured or any member of the Insured's household or by any person acting on his behalf .
- (4) Any animal vehicle cycle locomotive (road or otherwise) vessel craft foul berths flying machine balloon lift crane power hoisting machine or power-generating machine owned or used by the Insured or by any member of the Insured's household OR any servant or agent of the Insured.
- (5) Fire bursting of boilers explosion panic flood.
- (6) Damage to any property land or building caused by the removal or weakening of support of such property land or building or claims arising in consequence of such damage.
- (7) Any consequence of War Invasion Act of Foreign Enemy Hostilities (whether War be declared or not) Civil War Rebellion Revolution Mutiny Insurrection or **Military or Usurped Power Requisition and/ or Confiscation.**
- (e) Liability arising out of any contract or agreement whether written or verbal or implied and whether made between the Insured and a third party or third parties unless such liability would have attached to the Insured in the absence of any such contract or agreement.

And in the event of any claim arising the Insured shall if so required and as a condition precedent to any liability of the Company prove that the loss or damage did not in any way arise under or through any of the above excepted circumstances or causes.

LIMITATIONS :

No claim shall be payable hereunder if

- (a) Upon the issue of this Policy or any renewal thereof
 - (i) Any material fact affecting the risk or the nature or extent thereof be concealed by the Insured or anyone acting on his behalf or if in any material particular any statement representation or description so made relating thereto be untrue or inaccurate.
 - (ii) The premium has not been paid in full.
- (b) At any time the risk be in any way increased.

FORFEITURE:

All benefit hereunder shall be forfeited if after the happening of any accident any claim hereunder be in any respect fraudulent or intentionally exaggerated or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit hereunder.

CONDITIONS

- 1- The Insured shall give immediate notice to the Company of any accident as soon as the accident comes to the knowledge of the Insured or of the Insured's representatives for the time being and shall forward to the Company forthwith after receipt thereof every written notice or information as to any verbal notice of Claim and all proceedings with full information as to the time place and circumstances of the accident the nature and extent of the injury or damage and the name address and occupation of the Claimant or Claimants. The Insured shall give all necessary information and assistance and forward all documents to enable the Company to settle or resist any Claim as the Company may think fit.
- 2- The Insured shall not incur any expense in litigation or otherwise or make any payment settlement arrangement or admission of liability in respect of any accident for which the Company would be liable hereunder without the written authority of the Company.

The Company shall in respect of any accident insured hereunder be entitled to use the name of the Insured in the bringing defending enforcing or settling of legal proceedings for the benefit of the Company and shall have absolute conduct and control of such proceedings. The Company may prior to or at any stage of such proceedings pay to the Insured the full amount payable hereunder in respect of any claim or claims (but deducting therefrom in such case any sum or sums already paid in respect thereof) or any lesser sum for which such claim or claims can be settled and shall thereupon be relieved from all further liability in respect of such claim or claims and costs. The Company shall not be responsible for any damage alleged to have been sustained by the Insured in consequence of any act or omission of the Company in connection with such claim or claims or proceedings.

- 3- The Insured shall use all reasonable care in the selection of steady sober and competent employees and in seeing that the ways works implements plant machinery and appliances used in his business are at all times substantial and sound and in proper order and fit for the purpose for which they are used and that all reasonable safeguards against accidents are provided and used.
- 4- The Insured shall give all such facilities as may be within his power in order that the Company may by its authorised Officials or Agents enter into any building at all reasonable times and examine the same and after an accident remain in possession for a reasonable time for any purpose connected therewith.
- 5- The term "accident" wherever used herein shall mean any occurrence or series of occurrences consequent on or attributable to one original cause.
- 6- Notices and information hereby required to be given to the Company shall be in writing.
- 7- The receipt by the Company at any time of the premium after the date when the same became due shall not create any estoppel against the Company.

- 8- The Company may at any time give seven days notice in writing by letter addressed to the Insured at his last known address of its intention to cancel this Policy. A notice sent by letter in pursuance of this condition shall be deemed to
- 9- have been received at the time " should have been delivered in the ordinary course of post. Upon any such cancellation of this Policy the Company shall upon his delivering up this Policy return to the Insured the proportion of the Premium last received representing the unexpired period of the Insurance. Such cancellation shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of such notice.
- 10- If at the time of any Claim hereunder there shall be any other existing Insurance covering the same risk whether effected by the Insured or not then the Company shall not be liable to contribute more than its rateable proportion of any payment in respect of such Claim.
- 11- If the Premium on this Policy is based on an estimate supplied by the Insured the Insured shall within one month from the expiry of each period of insurance furnish to the Company an adjusted statement for the expired period of Insurance to enable the Premium for such period to be adjusted by the Company and the difference shall within two months from the expiry of each period of insurance be paid by or allowed to the Insured as the case may be subject to any minimum premium imposed. The Insured shall at all times give to the Company and its Agents all necessary information with reference thereto and vouch the same in such manner as the Company may reasonably require.
- 12- All differences arising between the Company and the Insured or the Claimant hereunder shall be referred to the decision of an 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. Before entering upon the reference the Arbitrators shall appoint an Umpire and in case of disagreement between the Arbitrators reference shall be made to the Umpire whose decision shall be final. The arbitration shall take place in London or in such other place as the Company shall at its discretion appoint. The obtaining of an award shall be a condition precedent to any liability or right of action against the Company in respect of such difference. If the Company 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 provision herein contained then the claim shall for all purposes be deemed to have been abandoned and thereafter no right shall be enforceable and nothing shall be recoverable hereunder.

QAFELA INSURANCE COMPANY

Endorsement attached to and forming part of TPL Policy No :

SCOPE OF COVER :

To cover the insured's legal liability, including contractual liability arising out of the performance of maintenance, heavy maintenance, repair works, including welding in oil field concessions, L.A.R.

FIRE & EXPLOSION :

Notwithstanding anything to the contrary contained herein, this Policy is extended to cover liability arising from fire and explosion .

PROPERTY WORKED UPON :

It is hereby expressly noted and agreed that protection provided hereunder includes liability for loss of, or damage to, property being worked upon.

WARRANTY :

It is CONDITION PRECEDENT to liability under this Policy that in respect of works involving the APPLICATION OF HEAT, the following must be strictly adhered to :

1- General :

- a) The area in which the operation is to be carried out must be clear and free from combustible materials before operations commence.
- b) Before carrying out any work on one side of a wall or partition an inspection must be made on the opposite side to the work to ensure that no combustible materials are in danger of ignition either directly or by conduction of heat.
- c) Except for plumbing or painting contracts involving one man only, at least one responsible official must be present at commencement of the operation and two or more employees must be present during the whole period of the operation.
- d) A thorough examination must be made in the vicinity after termination of each period of work.
- e) Portable fire extinguishing appliances must be kept available for immediate use.

1- Oxyacetylene and other welding and Cutting equipment :

- a) The area in which the work is to be carried out must be shielded adequately by the use of fire-resistant materials.
- b) Combustible floors in the area must be covered with sand or protected with overlapping sheets of noncombustible material.

2- BLOW LAMPS AND BLOW TORCHES :

- a) Blow Lamps must be filled only in the open .
- b) Blow Lamps must be lighted immediately before work commences & extinguished immediately after work ceases.
- c) Lighted blow lamps must not be left unattended.

EXCESS :

The insured shall bear the first L.D 250.000 (two hundred fifty) in respect of each and every loss for property damage.

GROSS LIABILITY :

It is understood and agreed that notwithstanding anything to the contrary contained herein, cover shall apply to the insured parties named herein as if a separate policy had been issued to each party,

PROVIDED :

- a) Insurer will not indemnify the insured in respect of liability for fatal or nonfatal injury or illness of employees or workmen of the insured parties named herein, who are or could have been insured under workmen's social Insurance organization.
- b) Insurers total liability in respect of the insured parties shall not exceed in the aggregate for anyone accident or s series of accidents arising out of one event, the limit of indemnity stated in the schedule.

CONTRACTS EXTENDING BEYOND POLICY PERIOD :

For contracts awarded during the policy period, the liability of underwriters, subject to the terms, conditions and exceptions contained herein, will remain in force until termination of the period of such contracts, regardless of the fact that such period may extend beyond the expiry date of this policy, subject to a limit of twelve months anyone contract unless specially agreed by the company.

PREMIUM :

The insured will pay a minimum and deposit premium of 0.000 L.D adjustable on expiry at x 0.00 % on values of contracts awarded to the insured by oil companies during the currency of this policy.

QAFELA INSURANCE COMPANY