



## **PUBLIC LIABILITY INSURANCE POLICY**

Member of  
**BBAC**

Whereas the insured named in the schedule carrying on the trade or business described in the schedule and no other for the purposes of this indemnity by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to THE CAPITAL INSURANCE AND REINSURANCE CO.SAL,(hereinafter called "the company")for the indemnity hereinafter expressed and has paid or agreed to pay the premium stated in the schedule as consideration for such indemnity for the period of insurance stated in the schedule.

Now this policy witnesses that subject to the terms exceptions and conditions contained herein or endorsed or otherwise expressed hereon the company will grant the insured the indemnity expressed in the schedule in respect of liability arising from accidents occurring during the period of insurance stated in the schedule or during any period for which the company may accept payment for the renewal of this policy.

## EXCEPTIONS

Unless otherwise specially stated hereon the indemnity expressed in this policy shall not apply to or include:

1. Liability assumed by the insured by agreement unless such liability would have attached to the insured not with standing such agreement.
2. Liability in respect of 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 legislation.
3. Liability in respect of damage to property :
  - a. Belonging to or in the charge or under the control of the insured or of any servant or agent of the insured.
  - b. Being that part of any goods or land or building or structure on which the insured or any servant or agent of the insured is or has been working.
  - c. Arising out the manufacture construction alteration repair or treatment of such property or damage as the result of defective workmanship thereon by the insured or by any person acting on his behalf.
4. Liability in respect of injury or damage caused by or in connection with or arising from :
  - a- The ownership possession or use by or on behalf of the insured of any animal cycle vehicle locomotive vessel ships boats or craft or air-borne craft of any kind foul berthing lift elevator escalator cranehoist or other lifting machinery not specified in the schedule under the heading of "Plant".
  - b- Fire earthquake explosion flood fumes or water pollution.
  - c- Any goods or products manufactured sold handled or distributed or premises alienated by the insured or work competed by or for the insured out of which the accident arises: or defective sanitary installation or poisoning of any kind of foreign or deleterious matter in food or drink.
5. Liability in respect of or arising from damage to any land or property or building caused by vibration or by the removal or weakening of support.
6. Liability for any consequence whether direct or indirect of invasion, foreign war, foreign power, civil war, state of siege, rebellions, general mobilization ,revolution political or military usurpation, acts of terrorism or sabotage ,riots , strikes popular-rising or looting , any type of projectiles or any spot of explosives , bullets , bombs , rockets or military devices , or acts or misdeeds of armed persons whether affiliated or not to political , military or paramilitary organizations and or falling under the jurisdiction of " de facto " or

“ de jure” authorities, whether acting on their own part or on behalf of organizations for which they are responsible.

7. Liability of whatsoever nature directly or indirectly caused by or contribute 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.

## GENERAL CONDITIONS

1. This policy is a contract personal to the insured and is not assignable in any case whatsoever, and no person save the insured , or in the case of his death his legal personal representative , shall have any right against the company either as assignee or transferee of any interest in the subject matter hereof or of any right to receive moneys payable hereunder either before or after loss and whether admitted or not in any other case whatsoever save as appears by endorsement hereon and signed by the Company.
2. This insurance shall not commence until the premium has been actually paid to and accepted by the Company and the company's official acceptance letter or policy has been issued; and 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 duly authorized representative of the company shall have been issued therefore.
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 give 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 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 defense of any claim or to prosecute in the name of the insured at its own expense and for its benefit any claim for indemnity or damage or otherwise against 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 with the claims and shall not be responsible for any costs or expenses in connection therewith incurred after the date of the payment aforesaid not for any which the insured may claim to have sustained by reason of the company having acted as herein provided.

7. If the premiums for this policy has been calculated on my estimates furnished by 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 thereupon 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 risk or any part thereof the company shall not be liable for more than its ratable proportion thereof.
9. If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the insured shall within seven days give 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-rata portion of the premium for the unexpired part of the period of insurance.
11. he insured shall exercise reasonable care that only steady and competent employees are employed that all buildings ways works plant machinery furniture and fittings are substantial and sound and in proper order and fit for the purposes 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 alteration or 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 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 there from shall be suspended until the same be cured or removed to the satisfaction of the company.
12. If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted), it 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 within one calendar month after having been required 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 by the arbitrators or umpire as to the amount in dispute shall be a condition precedent to any right of action against company
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 statements and answers in the said proposal shall be conditions precedent to any liability of the company to make any payment under the policy.
14. This insurance shall be governed by the law of the republic of Lebanon in which this policy has been issued and whose only courts shall have jurisdiction in any dispute arising hereunder.

GOVERNED BY PROVISIONS OF DECREE No 9812 OF 4th MAY 1968