

## THIRD PARTY LIABILITY INSURANCE

### POLICY NO. TPG/

WHEREAS the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the **BAHRAIN KUWAIT INSURANCE CO.** (hereinafter called "the Insurer") for the insurance hereinafter contained and has paid or agreed to pay the first premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that subject to the terms, conditions and exceptions annexed hereto or endorsed hereon and to the limit of liability the Insurer will indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of:

- (a) accidental bodily injury to any person
- (b) accidental loss of or accidental damage to property

happening during the period of insurance and caused in the course of the business within the territorial limits.

The Insurer will in addition pay all costs and expenses incurred with their written consent.

In the event of the death of the Insured the Insurer will in respect of the liability incurred by the Insured indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this policy provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms, conditions and exceptions of this policy insofar as they can apply.

### EXCEPTIONS

The Insurer shall not be liable in respect of:

- (1) any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power strike, riot or civil commotion.
- (2) 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 and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
- (3) any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- (4) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (5) bodily injury to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of the employment of such person by the Insured.
- (6) loss of or damage to:
  - (a) property belonging to or in the custody or control of the Insured or property which is in the custody of any person in the service of the Insured by virtue of such service.
  - (b) that part of any property upon which the Insured or any person in the service of the Insured is or has been operating.

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- (c) any property land or buildings caused by vibration or removal or weakening of support of such land, property or buildings.
  - (d) property caused by fire or explosion.
  - (e) ships craft or aircraft.
- (7) injury loss or damage caused by:
- (a) the possession use or movement of ships, craft, aircraft or railway rolling stock.
  - (b) the possession or use of mechanically propelled road vehicles but provided the Insured is not entitled to indemnity under any other policy this exception shall not apply to injury, loss or damage as herein defined arising from:
    - (i) the act of loading or unloading a mechanically propelled road vehicle or the bringing to or the taking away of a load from such vehicle.
    - (ii) the defective loading by the Insured or any person in the service of the Insured of any mechanically propelled road vehicle not belonging to nor hired by the Insured.
  - (c) lifts, cranes, escalators or power hoisting machines unless specified in the Schedule under the heading "plant".
  - (d) defective sanitary arrangements, water pollution, chemical effluent fumes or other noxious gas liquid or substance.
  - (e) goods (which term shall be deemed to include containers) sold or supplied (including food and drinks supplied by the insured) other than goods in the custody or control of the Insured.
  - (f) Contractors to the Insured or persons engaged in or upon the service of such sub-contractors.

#### CONDITIONS

This policy and schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or of the schedule shall bear such meaning wherever it may appear:

- (1) The due observance and fulfilment of the terms, provisions, conditions and endorsements of this policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Insurer to make any payment under this Policy.
- (2) Every notice or communication to be given or made under this policy shall be delivered in writing at the head office or any branch office or agency of the Insurer.
- (3) The Insurer shall not be liable if after the insurance has been effected the risk be increased from any cause whatsoever unless the Insurer have signified their assent thereto in writing.
- (4) The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent accidents and shall comply with all statutory or other regulations and shall take all reasonable steps to maintain all premises, furnishings, fittings, appliances and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

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- (5) If the Premium has been calculated on estimates supplied by the Insured an accurate record shall be kept by the Insured of all matters for which estimates have been furnished and the Insured shall at all times allow the Insurer to inspect such record. Within one month of the expiry of each period of insurance the Insured shall supply the Insurer with a correct account of the particulars necessary for assessing the premium and if the actual particulars shall differ from the estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment to the Insurer or by a refund by the Insurer as the case may be.
- (6) The Insured shall give notice to the Insurer of any injury, loss or damage as soon as possible after it comes to the knowledge of the insured or of the Insured's representative for the time being. The Insured shall forward to the Insurer forthwith after receipt thereof every written notice or information as to any verbal notice of claim and shall also give notice to the Insurer immediately he receives knowledge of any proceedings. The Insured shall use the best endeavours to preserve any damaged or defective or other appliances, plant or things which might prove necessary or useful by way of evidence in connection with any claim so far as may be reasonably practicable no alteration or repair shall be made without the consent of the Insurer to any premises fencing machinery, furnishings, fittings, appliances or plant which may have been the cause of injury, loss or damage until the Insurer shall have had an opportunity of inspection. The Insured shall give all necessary information and assistance and forward all documents to enable the Insurer to investigate settle or resist any claim as the Insurer may think fit.
- (7) The Insured shall not incur any expense whether by litigation or otherwise or make any payment settlement arrangement or admission of liability in respect of any claim for which the Insurer may be liable under this policy without the written authority of the Insurer. The Insurer shall be entitled to use the name of the Insured for all purposes in connection with this policy including bringing, defending, enforcing or settling of legal proceedings for the benefit of the Insurer in connection with any one claim or number of claims arising out of any one cause for indemnity against liability as defined in this policy. The Insurer may at any time pay to the Insured the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in respect of such claim or claims except the payment of cost and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment and the Insurer shall not be responsible for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Insurer in connection with such claim or proceedings.
- (8) If at the time any claim arises under this policy there is any other existing insurance covering the same liability the Insurer shall not be liable to pay or contribute more than their rateable proportion of such claim.
- (9) The Insurer may by notice in writing to the Insured under registered letter to his last known address give seven days notice of their intention to terminate this policy returning on demand the pro rata proportion of the premium corresponding to the unexpired period of insurance adjusted if appropriate in accordance with condition 5 hereof.
- (10) All differences arising out of this policy shall be referred to arbitration. The arbitration procedure shall be carried out according to the contents of Chapter Seven and subsequent Chapter of the Legislative Decree no. 12 of the year 1976 and its amendments that deals with the Law of Civil and Commercial proceedings.

If the Insurer disclaims 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 the Arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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- (11) This policy is subject to the laws of the State of Bahrain and the Insurer shall not be liable under this policy for compensation and/or damages in respect of judgements delivered or obtained otherwise than through a court of competent jurisdiction within the State of Bahrain for costs and expenses of litigation recovered by any claimant from the Insured (or the Insured's Executors, Administrators and Assigns) which are not incurred in and recoverable in the State of Bahrain.

SPECIMEN

**GRADUAL ENVIRONMENTAL IMPAIRMENT EXCLUSION CLAUSE (LMC-1)**  
**Attached to and forming part of Policy No. TPG/**

It is hereby declared and agreed that this Policy 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 damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants.

Notwithstanding the foregoing, this policy covers 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 purposes 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.

All other terms, exceptions, limitations and conditions of the policy or endorsed thereon remain unaltered.

**FIRE & EXPLOSION (PROPERTY DAMAGE) CLAUSE**  
**Attached to and forming part of Policy No.TPG/**

Notwithstanding anything contained to the contrary in exception 6(d) the indemnity as granted by this policy shall apply also to accidental loss of or damage to property as within defined caused by fire or explosion (other than explosion due to force of internal steam pressure of any boiler vessel or apparatus designed to operate under steam pressure) provided that the Insured shall have taken reasonable precautions to comply with all legal requirements relating to inspection that apply to any plant vessel or apparatus from which the fire or explosion arises.

All other terms, exceptions, limitations and conditions of the Policy or endorsed thereon remain unaltered.

SPECIMEN

**EXTENSION TO COVER LIABILITY ARISING FROM FOOD & DRINKS  
SERVED BY INSURED**  
Attached to and forming part of Policy No. TPG/

It is hereby declared and agreed that notwithstanding Exclusion 7(e) of the within policy the cover granted by this Policy extends to include legal liability in respect of accidental bodily injury (including illness and/or death) caused by or arising from deleterious matters in food and drinks served by the insured at the place or places to which this Policy applies.

However, the liability of the insurers in respect of this extension is limited to the amount mentioned against limit of liability in the schedule aggregate (exclusive of costs and expenses incurred with insurer's written consent) during the period of cover.

All other terms, exceptions, limitations and conditions contained in the Policy or endorsed thereon remain unaltered.

SPECIMEN

**“TENANTS LIABILITY” EXTENSION  
UNDER THIRD PARTY (GENERAL) LIABILITY INSURANCE  
POLICY NO. TPG/**

It is hereby declared and agreed that this policy is extended, subject to its limit, terms and conditions, to include Insured's legal liability occurring during the insurance period in connection with the business in-so-far as the Insured is liable towards landlords/ owners, as tenant of the leased premises specified in the schedule as a result of loss or damage to the occupied premises as per cover of the original policy.

All other terms and conditions of the policy to remain unchanged.

SPECIMEN



**LIABILITY ARISING FROM OWNERSHIP OR USE OF  
LIFTS (ESCALATORS) APPARATUS ENDORSEMENT  
(Attaching to and forming part of Third Party Policy No. TPG/)**

The indemnity granted by this Policy applies to legal liability arising out of the ownership or use of any lift specified in the Schedule under the heading "Plant" including machinery plant doors safety devices and other appliances thereof.

Notwithstanding the requirements mentioned in Condition 4 of this Policy the following additional conditions are deemed to have added to those already forming part of this Policy:

12. The Insured shall maintain a contract for the inspection at least once every three months by a competent engineer of each lift referred to herein.
13. The Insured shall at all times use all reasonable diligence in keeping himself acquainted with the state of the lift or lifts and the plant ways works machinery appliances and approaches thereof or thereto and in keeping the same in a proper state of repair and if any defect shall be discovered rendering the risk more than usually hazardous shall cause the said defect to be made good and shall in the meantime cause such additional precautions to be taken as the circumstances may require.
14. This Policy does not insure against injury caused by any lift if unattended or if worked by any person under 15 years of age (except a lift which is worked by automatic control) or if any number of persons be carried in excess of the carrying capacity of such lift as stated in the Schedule hereto nor against injury caused by any lift not mentioned in the Schedule hereto.
15. The lift or lifts and the plant ways works machinery appliances and approaches thereof or thereto shall be open at all reasonable times to the inspection of the officers of the Insurers.
16. The Insurers must be notified immediately of any alteration in the lift or lifts and the plant ways works machinery appliances or approaches thereof or thereto and any increase in the carrying capacity thereof.

Subject otherwise to the terms, exceptions, limitations and conditions of this Policy.

**BOILER EXPLOSION & RESULTANT DAMAGE EXTENSION**  
Attaching to and forming part of Policy No. TPG/

It is hereby declared and agreed that notwithstanding anything to the contrary contained in the within Policy the coverage provided by the Policy extends to include loss or damage to Third Party Property arising from boiler explosion.

All other terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon remain unaltered.

SPECIMEN

**DATE RECOGNITION ENDORSEMENT**  
**Attaching to and forming part of Policy No. TPG/**

There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any:-

- a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems and any similar device,
- b) media or systems used in connection with the foregoing,

whether the property of the Insured or not, at any time to achieve any or all of the purpose and consequential effects intended by the use of any number, symbol or word to denote a date including, without limitation, the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:-

- I. recognising, using or adopting any date, day of the week or period of time otherwise than as or other than the true or correct date, day of the week or period of time.
- II. the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

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**THE SCHEDULE**

The Insurer Bahrain Kuwait Insurance Co. B.S.C.  
P.O. Box 10166  
Diplomatic Area  
Bahrain

Policy No. TPG/

The Insured Bahrain

Description of business to which this cover applies

Situation of premises to which this cover applies

Plant

Territorial Limits and Jurisdiction

Period of Cover From :  
To :

Limit of Liability

The Insured's Retained Liability

Premium

This Policy is subject to

**SPECIAL SCHOOL BUSINESS PERILS EXTENSION**  
**(Attaching to and forming part of Third Party Policy No. TPG/)**

It is hereby declared and agreed that the Insurers shall indemnify the Insured against all sums which the Insured shall become liable at law to pay as compensation for:-

- 1) bodily injury to or disease contracted by any pupil of the school whilst in attendance at the school or at any games, sports, camps, outings or functions under the auspices of the school.
- 2) bodily injury to or disease contracted by any other person and or loss of or damage to their material property.

Caused by accidents in connection with the activities of the Institution happening during the period of insurance within the Territorial Limits of Bahrain.

The indemnity granted by the Policy to the Insured shall extend to apply in like manner to indemnify any teacher in the employ of the Insured.

Provided always that-

Such teacher

- i) is not entitled to such indemnity under any other Policy of Insurance
- ii) shall as though he/she were the Insured observe fulfil and be subject to the terms, conditions, exclusions and provisos of this Insurance so far as they can apply.

Subject otherwise to the terms, exceptions, limitations and conditions of this Policy.

**FIRST AID TREATMENT EXTENSION  
(Attaching to and forming part of Third Party Policy No. TPG/)**

The Insurers shall indemnify such duly authorised employee as though he/she were the Insured in respect of accidental bodily injury disease loss or damage arising out of the administration of first aid emergency treatment provided always that such duly authorised employee:-

- i) is not entitled to indemnity under any other Policy of Insurance
- ii) is a qualified State Registered Nurse or similar comparable standard

Subject otherwise to the terms, exceptions, limitations and conditions of this Policy.

- 2) Fire & Explosion (Property Damage) Clause attached.
- 3) Food & Drink Risk Endorsement attached.
- 4) Liability Arising from Ownership or Use of Lifting Apparatus Endorsement attached.
- 5) Special School Business Perils Extension attached.
- 6) First Aid Treatment Extension attached