

Comprehensive General Liability – Additional Clauses

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AIRSIDE LIABILITY

This policy does not provide indemnity for any damage to aircraft, passengers or crew while on board an aircraft.

AIRCRAFT PRODUCTS

It is declared and agreed that exclusion 4.6.3 "Aircraft Products" is replaced by the following: claims arising out of the Insured's Products that are used with the Insured's knowledge in aircraft or aerial devices or machinery used to service and/or repair aircraft.

ALTERATION AND ADDITIONS TO OWNED OR OCCUPIED PREMISES

This policy provides indemnity for construction, alterations and additions to premises owned or occupied by the Insured up to a limit of S\$ 5,000,000.- any one contract.

ADDITIONAL POLICY CONDITIONS

Hold Harmless

Neither the named Insured, nor any subsidiaries will enter into any contract whereby such named Insured hold any manufacturing parent harmless in respect of those parent's products.

ADDITIONAL AND DELETION

Additional personnel will be automatically held covered under this policy provided that notice of each addition be advised by the insured within 60 (sixty) days of the date of commencement of employment and the appropriate additional premium paid. Deletion of lives insured will be similar effected from the date of termination of their employment.

BREACH OF WARRANTIES/CONDITIONS CLAUSE

Any breach of the within warranties without knowledge or consent of the Insured shall not prejudice this insurance provided notice in writing be given to the Company immediately upon such breach coming to their knowledge.

CONTINGENCY LIABILITY TO TENANTS CLAUSE

This Policy extends to include the legal liability of the Insured in respect of acts of the tenants for which they may be responsible.

Provided that the indemnity given is on the condition that it is contingent upon the liability incurred not being covered or indemnified by an insurance policy taken out or should have been taken out by the tenant under the tenancy agreement with the Insured, and provided always that the existence of this clause shall not be made known to tenants or occupiers or prospective tenants or occupiers without prior written approval from Insurers.

CONTINGENT LIABILITY FOR NON-OWNED AND HIRED AUTOS

The Insurer will indemnify the insured in respect of accidental injury to any person and/or accidental loss of or damage to property arising out of the use of any motor vehicle not the property of or provided by the Insured and being used for the purpose of the Business.

Provided that this extension shall not apply to:

- a. damage to any such vehicle or to property conveyed therein;
- b. injury or damage caused while the Insured is driving such vehicle;
- c. liability which is insured or would but for the existence of this Policy be insured under any other policy or policies;
- d. Arising outside (State your country)

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

CONTINGENT LIABILITY FOR CONTRACTORS & SUB-CONTRACTORS

It is hereby declared and agreed that the Policy extends to cover the Insured's legal liability in respect of acts of employees of their contractors for which they may be responsible. Provided that the indemnity given is on the condition that:

- a. It is contingent upon the liability incurred not being covered or indemnified by an insurance of the contractors.
- b. If any claim submitted is covered by the contractors more specific insurance, then this policy shall not insure the same except only as regards any excess beyond the limit of liability covered by such specific insurance.

CROSS LIABILITY CLAUSE

It is agreed and understood that otherwise to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the Third Party Liability cover of the Policy shall apply to the Insured parties named in the schedule as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the insured under this Endorsement in respect of liability for:

- loss of or damage to items insured or insurable under section 1 of the Policy, even if not recoverable due to an excess or any limit,
- fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's compensation and/or Employer's Liability insurance.

The Insurer's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the schedule.

CROSS LIABILITY CLAUSE

It is understood and agreed that subject to the terms and exceptions and conditions stated elsewhere, this policy will indemnify any of the Insured as if each party were insured separately.

Insurers also agree to waive all rights of subrogation or action which they might otherwise have or acquire against any of the above parties insured. Provided always that the liability of Insurers shall not exceed the limit of indemnity as stated in the schedule.

CASUAL CONTRACTOR CLAUSE

It is hereby declared and agreed that the Insurance is extended to cover insured's legal liability for injury, illness, loss or damage caused by any of the Insured's casual contractors and happening in connection with the carrying out of work by them for the insured.

COMPUTER SERVICES-LOSS OF DATA / ERRORS OR OMISSIONS EXCLUSIONS (BL 49)

It is agreed and declared that this Policy shall not apply to liability for any claims in respect of Property Damage to computer data resulting from the use of any computer hardware and/or computer software products of the Insured.

It is further agreed and declared that this Policy shall not apply to liability for any claims based on or arising from any act, error or omission in the provision of computer services by or on behalf of the Insured.

DENTAL AMALGAM

This policy does not provide indemnity directly or indirectly for losses arising from dental amalgam

DEFECTIVE SANITARY INSTALLATIONS

It is hereby declared and agreed that this Policy extends to cover injury, loss or damage by air or water pollution caused by immediate discharge consequent upon an accident, or by defective drains, sewers or sanitary arrangement.

DELETERIOUS FOOD AND DRINK CLAUSE

This Policy extends to include liability in respect of accidental injury directly caused by or arising from anything harmful or defective in food or drink sold or supplied by the Insured or from poisoning of any kind caused by foreign or deleterious matter in food or drink sold or supplied by the Insured in the Business at the situation named in the Schedule.

PROVIDED THAT:

- a) For type purposes of this extension the Word “injury” wherever used in this Extension shall be deemed to include illness.
- b) The liability of the Company shall not exceed the amount specified in the Schedule of the Policy as the Limit of Indemnity.
- c) The Insured shall at all times take every possible precaution to prevent the sale of articles of food or drinks which are not in good condition and to ensure that the same are free from contamination and fit for human consumption.

DIRECTORS AND PARTNERS

Any director, partner or Employee of the Insured while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the insured would have been entitled to claim under this insurance if the claim had been made against the Insured.

DEMONSTRATION AND EXHIBITIONS AND DISPLAY

It is hereby declared and agreed that the Insurance in this Policy is extended to include Insured's legal liability in respect of accidental bodily injury to any person or accidental loss or damage to property happening whilst the Insured is holding demonstration and or exhibition and display sites anywhere within the Republic of Indonesia

EMPLOYEES AND VISITORS EFFECTS - US\$500

This Policy extends to cover the legal liability of the Insured for loss or damage to the clothing and/or personal effects of employees, the amount of indemnity under this extension being limited to US\$500 in respect of any one employee.

EFFICACY EXCLUDING ENDORSEMENT

This policy does not cover liability in respect of Personal Injury or Property Damage resulting from the failure of your products, or work completed by You or for You, to perform the function or serve the purpose or intended by the Insured but this exclusion does not apply to personal Injury or Property Damage resulting from the active malfunction of such products or work.

Other than amended above, the terms and conditions and exclusion of this Policy shall continue to apply.

EMERGENCY MEDICAL EXPENSES CLAUSE

This policy extends to indemnify the Insured for all reasonable expenses incurred by the Insured for such immediate medical treatments as may be necessary at the time of an accident causing injury to any person who may be the subject of a claim for indemnity by the Insured in terms of this Policy.

EMPLOYEE PERSONAL EFFECT CLAUSE

The indemnity granted by this Policy extends to include clothing and/or personal effect or the employees of the Insured for amount not exceeding US\$ 50,000 in respect of any one employee and for an amount not exceeding in the aggregate US\$ 50,000

ELECTROMAGNETIC RADIATION

It is agreed and declared that this policy does not provide indemnity for losses directly or indirectly caused by electromagnetic radiation.

EMPLOYEE SPORT AND SOCIAL CLUB

The Insured shall include the committee and members of any social or sports club operated for the benefit of the Insured employees. The business shall be deemed to include the activities of the said club

ERRORS AND OMISSION CLAUSE

The Insured not be prejudiced by any unintentional and/or inadvertent omission error incorrect valuation or incorrect description of the interests risk or property insured provided notice is given to the insurer as soon as practicable upon discovery of such error or omission.

FIRE BRIGADE AND WATER DAMAGE ENDORSEMENT

Legal liability as defined above arising from fire and/or Explosion including spreading fire is including within this insurance. if as a result of such Fire and/or Explosion legal liability attaches to the Insured in respect of the activities of the Fire Brigade Authorities in fighting or preventing spreading fire this shall also be deemed to be included.

FIRE AND EXPLOSION ENDORSEMENT

It is hereby declared and agreed that the policy is extended to cover legal liability arising out of fire and/or explosion (other than explosion or rupture of any steam boiler) occurring in or about the premises designated in the Schedule as "Location".

FOOD AND DRINKS POISONING EXTENSION

It is hereby declared and agreed that the indemnity granted by this policy applies to the Insured's legal liability for accidental bodily injury (including illness) and accidental loss of or damage to property (both as defined in the Policy) caused by or attributable to food and drink sold or supplied or provided by the Insured.

It is further agreed that:

- a) The indemnity granted by this endorsement shall not apply to any claim for injury or disease fatal or otherwise sustained or contracted by any animal.
- b) The liability of the Company under this Endorsement shall not exceed during the period of insurance the limit of liability stated in the Schedule of this Policy exclusive of the costs and expenses incurred with the written consent of the Company.

FIRST AID FACILITIES

This Policy extends to cover the legal liability of the Insured arising out of provision by the Insured of first aid facilities but excluding any act of negligence, omission or neglect of any duly qualified member of the medical profession or any employee or voluntary worker of any hospital or ambulance organization.

GUESTS' EFFECTS CLAUSE

(Limit US\$ 10,000 in aggregate)

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured in respect of loss or damage to the personal effects of the Insured's guests occurring at the place(s) at which the Policy applies.

INSURED CATERING CLAUSE

It is agreed that this policy shall extend to indemnify the Insured against which the insured shall become legally liable to pay as compensation in respect of death or bodily injury or illness of any person caused by outside catering carried on by the insured away from the premises as described in this policy. Subject otherwise to the terms, conditions and exceptions of this policy.

INCIDENTAL TRAVEL CLAUSE

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured as within defined in respect of business trips overseas by directors or senior employees and/or employees of the Insured.

INTERESTS OF OTHER PARTIES

The insurable interest of Finance Parties and their Agents, Lessors, Trustees, Mortgages, Owners, and all other parties as specifically noted in the records of the Insured shall be automatically included without notification or specification.

Where the insurance covers the interest of more than one party, any act, error, omission or neglect whereby the risk of damage has increased, give notice in writing to the insurer and pay such reasonable additional premium as the Insurer may require.

Notwithstanding the foregoing, it is understood and agreed that this insurance is expressly extended to include as joint insured (assured) the Union Bank of Switzerland as Agent and Global co-ordinator for and on behalf of the Finance Parties as they may appear in the existing Term Loan, Revolving Credit and Letter of Credit Facility between Union Bank of Switzerland and others and Kudu Group.

INDEMNITY TO PRINCIPALS

As far as concerns injury illness loss or damage for which the Insured is responsible and happening in connection with the carrying out of work for any Principal, the Company will at the request of the Insured treat the Principals as though he were also the Insured under this Policy.

Provided that the Principal shall observe, fulfil and be subject to the terms, limits, exceptions, provisions and conditions of this Policy insofar as they apply.

Subject to otherwise to all other terms, exceptions and conditions of this Policy.

INDEMNITY DIRECTORS AND EMPLOYEES

If any claim is made upon any Director and/or Employees of the Insured and the claim is such that if made; upon the Insured the Insured would be entitled to indemnity under this Policy, the company will in the terms of and subject to the limitations of this Policy, indemnify the said Directors and/or Employees of the Insured in respect of such claim.

Provided That:

- a. Such Director and/or Employees is not entitled to indemnity under any other policy or policies.
- b. the extension by this endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Employees where the injury arises out of and in the course of such person's employment or service with the Director and/or Employees.
- c. such Director and/or Employees shall as though he were the Insured observe, fulfill and be subject to the terms, exceptions, limits and conditions of this Policy so far as they can apply. The extension by this endorsement shall not operate to increase the Company's liability as set forth in the Schedule, under the heading of limit of indemnity beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

INDONESIA JURISDICTION CLAUSE

The Indemnity provided herein shall not apply to:

1. Compensation for damage in respect of judgements not delivered or obtained from a court of competent jurisdiction within Indonesia.
2. Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Indonesia

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

INDEMNITY TO PRINCIPALS

As far as concerns injury illness loss or damage for which the Insured is responsible and happening in connection with the carrying out of work for any Principal, the Company will at the request of the Insured treat the Principal as though he were also the Insured under the policy.

PROVIDED THAT the Principal shall observe, fulfil and be subject to the terms, limits, exceptions, provisions, and conditions of this policy insofar as they apply

Subject otherwise to all other terms, exceptions and conditions of this policy.

INDEMNITY DIRECTORS AND EXECUTIVE CLAUSE

If any claim is made upon any Director and/or Executives of the Insured and the claim is such that if made; upon the Insured the Insured would be entitled to indemnity under this Policy, the company will in the terms of and subject to the limitations of this Policy, indemnify the said Directors and/or Executives of the Insured in respect of such claim.

Provided That:

- a. Such Director and/or Executives is not entitled to indemnity under any other policy or policies.
- b. the extension by this endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.
- c. such Director and/or Executive shall as though he were the Insured observe, fulfil and be subject to the terms, exceptions, limits and conditions of this Policy so far as they can apply. The extension by this endorsement shall not operate to increase the Company's liability as set forth in the Schedule, under the heading of limit of indemnity beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

INTERESTS OF OTHER PARTIES

The Insurable interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties specifically noted in the records of the Insured shall be automatically included without notification, the nature and extent of such interest to be disclosed in event of damage.

Where the insurance covers the interest of more than one party, any act of neglect of an individual party will not prejudice the rights of the remaining party/parties; provided the remaining party/parties shall, immediately on becoming aware of any act of neglect whereby the risk of damage is increased, give notice in writing to the Insurer (s) may require.

Notwithstanding the foregoing paragraph it is understood and agreed that in the event of any of the parties referred to herein being entitled to the benefits of any "Concession Agreement" will take precedent over the foregoing paragraph.

INCIDENTAL TRAVEL CLAUSE

It is hereby declared and agreed that this Policy extends to cover legal liability of the Insured as within defined in respect of business trips overseas by directors or senior employees and/or employees of the Insured

INDEMNITY DIRECTORS AND EXECUTIVE CLAUSE

If any claim is made upon any Director and/or Executives of the Insured and the claim is such that if made; upon the Insured the Insured would be entitled to indemnity under this Policy, the company will in the terms of and subject to the limitations of this Policy, indemnify the said Directors and/or Executives of the Insured in respect of such claim.

Provided That:

- a. Such Director and/or Executives is not entitled to indemnity under any other policy or policies.
- b. the extension by this endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and/or Executive where the injury arises out of and in the course of such person's employment or service with the Director and/or Executive.
- c. such Director and/or Executive shall as though he were the Insured observe, fulfil and be subject to the terms, exceptions, limits and conditions of this Policy so far as they can apply. The extension by this endorsement shall not operate to increase the Company's liability as set forth in the Schedule, under the heading of limit of indemnity beyond the amount or amounts for which the Company would be liable if the Policy were not so extended.

LEGAL REPRESENTATIVE

In the event of the death of the Insured then the legal personal representative of the Insured in respect of liability incurred by the Insured.

LIABILITY ARISING OUT OF THE USE OF WATERCRAFT AND ALL MOBILE PLANT AND EQUIPMENT

It is hereby declared and agreed that this policy is extended to cover liability arising out of the use of watercraft and all mobile plant and equipment (not registered for road use)

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

LOSS NOTIFICATION

Notwithstanding anything contained herein to the contrary it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omission on notifying the Company of any circumstances or events giving rise or likely to give to a claim under this policy.

LIABILITY ASSUMED BY AGREEMENT

Notwithstanding anything in the Policy to the contrary, if the Insured so request, the Insurer will indemnify the Insured against liability assumed by agreement, subject to notice within 14 (fourteen) days and approved by the Insurer, unless such liability would not have attached in the absence of such agreement.

LIFT ENDORSEMENT

It is hereby declared and agreed that the operation of "LIFT" is covered under this policy, provided always that:

- a) The Company shall not be liable for any bodily injury or loss of or damage to property occurring outside the premises specified on the Policy
- b) The Company shall not be liable for any bodily injury or loss of or damage to property caused by or in connection with or arising from the ownership possession or use of any lift insofar as such liability is covered by any other insurance
- c) The liability of the Company under this policy and Endorsement in respect of any bodily injury or loss of or damage to property shall not in any case exceed the limit of indemnity specified in the Policy.

LOADING AND UNLOADING CLAUSE

It is hereby declared and agreed that this Policy is extended to indemnify the Insured against legal liability in respect of bodily injury and/or damage to property

1. arising out of and in the course of loading and unloading operations from a stationary vehicle including delivery or collection of the load from or to the vehicle.
2. caused by any article or part of the load falling from a vehicle whilst in transit.

NEON LIGHTS AND ADVERTISING SIGN CLAUSE

This policy is extended to include the Insured's legal liability directly arising from accidents in connection with the insured's advertising and neon signs located anywhere in the Republic of Indonesia.

Provided that the Company's liability as aforesaid shall in no case exceed the Limit of Indemnity specified in this Policy.

NON – OWNED VEHICLE CLAUSE

This Policy is extended to cover the Insured's legal liability for death and or bodily injury to third party and loss and/or damage to third party's property arising out of the usage of non-owned vehicle and hired automobiles by the Insured in course of their business provided that such liability is not already insured and indemnified by any other policy.

NON-CONTRIBUTION

Notwithstanding any other condition in this policy relating to contribution, it is expressly understood and agreed that the Insurers under this policy waive and forego any rights to contribution by any other policy or policies which may be effected by the Union Bank of Switzerland (as more fully described in Memorandum 1) or any one of them.

NOTICE OF CANCELLATION CLAUSE

It is hereby noted and agreed that this policy cannot be cancelled or suspended for whatever reason without the Insurance Company giving the Insured's Broker 14 days written notice of such intention.

OVERSEAS VISITS

It is hereby declared and agreed that this Policy extends to indemnify the insured for all sums which the Insured shall become legally liable to pay as compensation for accidental bodily injury to any person or damage to property caused by the fault or negligence of the Insured's Executives whilst engaged on the Insured's business anywhere in the world.

Provided always that the liability of the Insurer under this endorsement shall not exceed the Limits of Liability under this Policy.

OWNED AUTOMOBILES

It is agreed and declared that this policy provides indemnity for liability arising out of vehicles registered by the Insured in excess of any underlying motor or liability policies and will provide difference in conditions coverage within the terms and conditions of this policy.

Indemnity provided by this endorsement does not extend to any liability in respect of vehicles registered in (state your country) except as provided in policy in exclusion 4.7.

Notwithstanding the above no indemnity is provided where a driver has been charged with driving under the influence of drugs or alcohol unless indemnified by underlying statutory insurance.

PHARMACEUTICAL PRODUCTS

This policy does not provide indemnity for the manufacturing of pharmaceutical products.

PLANT AND MACHINERY (including lifts and escalators) CLAUSE

It is hereby understood and agreed that this Policy extends to indemnify the Insured's legal liability for claim in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any plant and machinery in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured. However, should such plant and machinery be specifically insured under any other policy for third party liability insurance, the Company will not indemnify the Insured nor be called upon to contribute under this Policy for any liability attributed to the use of such plant and machinery.

PREMISES MEDICAL EXPENSE - Limited to S\$ 2,000.- per person/S\$ 20,000.- in aggregate

Notwithstanding the Indemnity provided for under this Policy and subject to the Policy Limits of Liability, the Company will pay medical expenses as described below for third party personal injury caused by an accident

- i) on premises owned or rented by the Insured
- ii) on ways next to premises owned or rented by the Insured
- iii) arising out of or in connection with the Insured's business
 - a) the accident takes place within the Geographical Limit and during the policy period
 - b) the expenses are incurred and reported to the Company within one year from the date of the accident.

The Company will make following payment regardless of fault subject to a maximum of S\$ 2,000.- per person and S\$20,000 in the annual aggregate :

- i) first aid at the time of an accident
- ii) necessary medical, surgical, X-ray and dental services, including prosthetic devices; and necessary ambulance, hospital, professional nursing and funeral services.

PRIVATE WORKS FOR DIRECTORS AND EXECUTIVES

Further declared and agreed that this Policy is extended to indemnify the Insured in respect of the employment on private duties of any employee of the Insured by Director or Executive.

- a. Such Director and/or Executive is not entitled to indemnity under any other Policy or policies.
- b. The extension by this endorsement shall not apply to or include liability in respect of injury to any person under a contract of service or apprenticeship with the Director and Executive where the injury arise out of and in the course of such person's employment or service with the Director and/or Executive.
- c. Such Director and/or Executive shall as though he were the Insured observe fulfil and be subject to the terms, exceptions, limits of indemnity beyond the amount or amount for which the Company would be liable if this Policy were not so extended

PRODUCT EFFICACY EXCLUSION, APPLICABLE TO DEGUSSA PRODUCTS ONLY

It is agreed and declared that this Policy shall not apply to Personal Injury or Property Damage resulting from the failure of the Insured's Products, or work completed by or for the Insured, to perform the function or serve the purpose intended by the insured if such failure is due to a mistake or deficiency in any design, formula, plan, specification, advertising material or printed instructions prepared or developed by the Insured; but this exclusion does not apply to Personal Injury or Property Damage resulting from the active malfunctioning of such products or work.

SARS EXCLUSION

This policy does not provide indemnity directly or indirectly for losses arising from SARS (Severe Acute Respiratory Syndrome)

STEVEDORING

It is agreed and declared that this policy does not provide any indemnity directly or indirectly arising stevedoring operations performed by the Insured

SPORT AND SOCIAL CLUB AND MEDICAL FACILITIES

The Insured's business shall be understood to include the provision of sport, social and welfare activities for the benefits of the Insured's employees.

For the purpose of this endorsement the Company will treat as though he were the Insured any employee engaged in the above mentioned activities provided that

- a. such employee is not entitled to indemnity under any other policy ;
- b. such employee shall observe the terms of this policy insofar as they can apply ;
- c. if in respect of any claim or number of claims arising out of one cause the company is liable to indemnify more than one party the total amount of indemnity to all parties shall not exceed the limit of liability ;
- d. "Work" shall mean maintenance, repairs, minor alterations including installation of small items of plant, machinery or equipment and miscellaneous tasks carried out in the normal course of the Insured's business.

The Company will in addition pay all costs and expenses incurred with the written consent of the Company.

SOCIAL & RECREATIONAL ACTIVITIES ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to indemnify the Insured in respect of the Insured's legal liability for bodily injury and property damage as within defined in this Policy caused by or arising out of an in connection with any social, recreational or welfare activities organized supervised and managed by the Insured for its invited participants including employees their families and friends anywhere in Indonesia.

The word " Insured " wherever appearing includes as an Insured any person who is a member of the organizing or management committee for such social recreational or welfare activities but only while acting within the scope of their duties as such.

It is further declared and agreed that the indemnity granted under this policy is also extended to apply to occurrences during the policy period caused by arising out of and in connection with drinks beverages or food served by the insured during such social recreational or welfare activities.

SUBCONTRACTORS CLAUSE

It is agreed that this policy is extended to cover the legal liability of the Insured within the terms, exceptions and conditions of this Policy in respect of the illness, injury, loss or damage caused by or in connection with employment of sub-contractors or the servants or agents of such sub-contractors by the Insured.

Provided always that:

- a) The sub-contractors shall as though the insured observe fulfil and be subject to terms of this policy so far as they apply.
- b) The sub-contractors is not entitled to indemnity under any other policy of insurance.

SWIMMING POOL LIABILITY CLAUSE A

It is hereby declared and agreed that the insured's premises described in the schedule of the policy under the heading of situation of risk includes a swimming pool.

SWIMMING POOL LIABILITY CLAUSE B

It is hereby declared and agreed that the policy extends to indemnify the insured for claims in respect of death or bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with the swimming pool.

SPORTS, SOCIAL AND WELFARE CLUB

Notwithstanding anything contained herein to the contrary, the Insured shall additionally mean any welfare, social and/or sporting club, together with their office bearers and/or members, formed with the knowledge and consent of the Insured.

SPORT FACILITIES CLAUSE

It is agreed that this Policy shall extend to indemnify the legal liability of the Insured arising out of provision by the Insured of sporting facilities. It is also a proviso that the insured shall display the disclaimer notices at all the sport facilities areas highlighting that the Insured is not liable and will not be held responsible for bodily injury and/or property damage to guests and visitors or any other person whilst directly participating or undertaking that sporting activity.

SOCIAL ACTIVITIES ENDORSEMENT

It is hereby declared and agreed that this Policy is extended to indemnify the Insured in respect of the Insured's legal liability for bodily injury and property damage as within defined in this Policy caused by or arising out of an in connection with any social recreational or welfare activities organized supervised and managed by the Insured for its invited participants including employees their families and friends anywhere in Indonesia.

The word " Insured " wherever appearing includes as an Insured any person who is a member of the organizing or management committee for such social recreational or welfare activities but only while acting within the scope of their duties as such.

It is further declared and agreed that the indemnity granted under this policy is also extended to apply to occurrences during the policy period caused by arising out of and in connection with drinks beverages or food served by the insured during such social recreational or welfare activities.

TOOL OF TRADE RISK

Notwithstanding anything contained herein to the contrary this Policy is extended to include the Insured's liability caused by and arising out of accidental death or bodily injury or damage to property as defined caused by and arising out of any work carried out by sub-contractors in connection with the Insured's business.

TENANT'S LIABILITY

It is hereby understood and agreed that property in the charge of or under the control of the Insured shall be deemed not to include Premises (including Fixtures and Fittings) Leased or rented to the Insured including residence occupied by expatriates. Subject otherwise to the Terms Exceptions and Conditions and Conditioned of this Policy.

TEMPORARY VISITS OVERSEAS

It is agreed that this policy shall extend to cover the legal liability of the insured within the terms, exceptions and conditions of this policy in respect of travel out of the geographical limits by directors executives or employees of the insured.

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

TENANT'S LIABILITY

It is hereby understood and agreed that property in the charge of or under the control of the Insured shall be deemed not to include Premises (including Fixtures and Fittings) Leased or rented to the Insured including residence occupied by expatriates. subject otherwise to the Terms Exceptions and Conditions and Conditioned of this Policy.

TENANT CLAUSE

Should a tenant of the Insured in any Within Building do or omit to do, without the knowledge or consent of the Insured, anything which would vitiate any Condition and/or Warranties, this Section will not be held to be void on that account provided that the Insured shall not notify to the Company the happening or existence of such act or omission as soon as the same come to his or her knowledge and shall on reasonable demand pay the additional charge for any increase of hazard thereby created according to the establishment scale of rates for the time such increased hazard may be or shall have been, assumed by the Company during the continuance of this insurance.

TOOL OF TRADE RISK

Notwithstanding anything contained herein to the contrary this Policy is extended to include the Insured's liability caused by and arising out of accidental death or bodily injury or damage to property as defined caused by and arising out of any work carried out by sub-contractors in connection with the Insured's business.

UNLICENSED VEHICLES CLAUSE

It is hereby and agreed that this Policy extends to indemnify the insured for claims in respect of bodily injury or damages to property arising out of the use of vehicles (not licensed for public road) in and around the premises for the purpose of property maintenance and repair.

VISITORS EFFECT & VEHICLES

It is agreed that this policy shall extend to cover the legal liability of the insured within the terms, exceptions and conditions of this policy in respect of travel out of the geographical limits by director's executives or employees of the insured.

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

WAIVER OF SUBROGATION RIGHTS

Notwithstanding anything contained in this Policy to the contrary it is hereby declared and agreed that in the event of any claim the Company will not exercise its subrogation rights against any subsidiary and/or associate Companies of the Insured.

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

It is warranted that the insured must notify the cost any within 90 days after entering into any "Sole Negligence" Contracts or agreements; otherwise, the provisions of this Endorsement shall not apply to such "Sole Negligence" Contract or Agreement.

The Company may, after receiving notification of such "Sole Negligence" Contracts or Agreements, exercise the right to decline coverage after the review of such contract for assumed liability, and give 30 days written notification to the Insured that such coverage is not afforded under the Policy.

WRONGFUL ARREST AND DEFAMATION

Notwithstanding anything contained herein to the contrary, this policy is extended to include damages

- a) resulting from wrongful arrest (including assault in connection with such wrongful arrest)
- b) in respect of defamation

Provided that the liability of the Insurer under each of a and b shall be limited to in respect of any one event or series of events with one original cause or source

WORK AWAY

It is agreed that the insurance by this policy is extended to cover within the terms, exceptions and conditions of the policy, the legal liability of the insured in respect of work connected with the business being carried out by the insured away from the premises described in this policy.

WAIVER OF SUBROGATION RIGHTS

Notwithstanding anything contained in this Policy to the contrary it is hereby declared and agreed that in the event of any claim the Company will not exercise its subrogation rights against any subsidiary and/or associate Companies of the Insured.

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

WORLD WIDE JURISDICTION

It is agreed and declared that this policy is extended to provide indemnity for jurisdiction anywhere in the world except in respect of North American jurisdiction where this policy:

- a) Excludes any liability for Personal Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of pollutants into or upon land, the atmosphere or any watercourse or body of water.
- b) Provides, when indemnity is afforded under the policy, law costs and expenses within the limit of liability and not in addition to it

As regards North American jurisdiction no indemnity is provided for any company incorporated in North America.

WATER FLOOD AND FUMES EXTENSION CLAUSE

It is hereby declared and agreed that this policy extends to cover liability arising out of water, flood and fumes