



## Public Liability Policy

### IMPORTANT NOTICE

This is your Public Liability Policy. Please read this Policy carefully together with your Schedule to ensure that you understand the terms and conditions and that the cover you require is being provided. If you have any questions after reading this document, please contact your insurance advisor or AXA Affin General Insurance Berhad. If there are any changes in your circumstances that may affect the insurance provided, please notify us immediately, otherwise you may not receive the full benefits of this policy.

Premium charged for this Policy exclude tax(es) that would be imposed in the future (including Goods and Services Tax ("GST")) and from time to time, we will be entitled to recover from you any GST or other taxes that we are required by law to collect. For avoidance of doubt, GST on a pro-rata basis will be chargeable for any period of insurance that falls on or after the implementation date of GST, as applicable.

To help preserve the environment, AXA will send you one policy booklet only. Please keep this policy booklet in a safe place. In case of renewal and/or policy condition amendment, the company will send you the policy schedule and endorsement only. If at any time you would like a replacement for this document, please contact us and we will be happy to provide one.

If, for any reason, you are unhappy with the service you have received from us, you can take the following steps:-

1. In the first instance, please write to our Customer Service Department at our current address. Alternatively, you can e-mail us at: [customer.service@axa.com.my](mailto:customer.service@axa.com.my)

2. If you are still not satisfied with the way any issue has been handled you can:

(a) Refer matters concerning claims to:

Financial Mediation Bureau - Level 25, Dataran Kewangan Darul Takaful, No 4 Jalan Sultan Sulaiman, 50000 Kuala Lumpur.

Tel: (603) 2272 2811 Fax: (603) 2274 5752

(b) Submit your complaints/ feedback at Laman Informasi, Nasihat dan Khidmat (LINK), Bank Negara Malaysia; or call BNMTELELINK at 1-300-88-5465; or fax to 03-21741515; or e-mail to [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my); or send an SMS to 15888

This Policy is issued in consideration of the payment of premium as specified in the Policy Schedule and pursuant to the answers given in the Insured Proposal Form (or when the Insured applied for this insurance) and any other disclosures made by the Insured between the time of submission of the Insured Proposal Form (or when the Insured applied for this insurance) and the time this contract is entered into. The answers and any other disclosures given by the Insured shall form part of this contract of insurance between the Insured and AXA Affin General Insurance Berhad (hereinafter called "the Company"). In the event of any pre-contractual misrepresentation made in relation to the Insured answers or in any disclosures made by the Insured, it may result in avoidance of the Insured contract of insurance, refusal or reduction of the Insured claim(s), change of terms or termination of the Insured contract of insurance.

This Policy reflects the terms and conditions of the contract of insurance as agreed between the Insured and the Company.

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay any third party as damages in respect of:

1. accidental bodily injury (including death or disease) to any person,
2. accidental loss of or damage to property.

happening in connection with the Business and occurring during the Period of Insurance:

- (a) at the places described in the Schedule under Situation of Risk and,
- (b) elsewhere in the world in connection with commercial visits by directors or non-manual staff normally resident in and travelling from the country specified in the Schedule under Situation of Risk.

PROVIDED ALWAYS that except in respect of liability arising under (b) above the Company will not indemnify the Insured in respect of any liability arising from any action for damages brought in the Courts of Law of any territory outside the country specified in the Schedule under Situation of Risk.

#### Subject always to:

- (a) the terms exceptions and conditions contained herein or endorsed hereon (collectively referred to as "the Terms of this Policy"),
- (b) the liability of the Company under this Policy for all damages payable in respect of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause not exceeding the Limit of Indemnity,
- (c) the liability of the Company under this Policy for all damages payable in respect of all occurrences happening in any one Period of Insurance not exceeding the Period Limit.

IN RESPECT of any occurrence to which this Policy applies the Company will also pay:

- (a) legal costs recoverable by any claimant from the Insured,
- (b) costs and expenses incurred with the written consent of the Company.

#### EXCEPTIONS

The Company will not indemnify the Insured in respect of:

1. Bodily injury to any member of the Insured's family or household or any employee of the Insured if the bodily injury arises out of and in the course of his employment nor in respect of any claim by any Government or other Authority for compensation or reimbursement under any legislation relating to such bodily injury.
2. Loss of or damage to property belonging to or in the charge custody or control of the Insured or any member of the Insured's family or household or any employee of the Insured other than personal effects belonging to directors employees or visitors.
3. Expenditure incurred in doing or re-doing or making good any work which the Insured has contracted to do.
4. Liability assumed by the Insured under any contract or agreement whether written verbal or implied unless such liability would have attached notwithstanding any such contract or agreement.
5. Bodily injury loss or damage caused by vibration or the removal or weakening of or interference with support to land buildings or any other property.
6. Remedial professional or other advice or treatment (other than medical first aid treatment) given administered or omitted by the Insured.
7. Any goods or any containers thereof sold or supplied or repaired renovated let on hire or handled by the Insured and no longer in the Insured's possession or control (other than food or drink sold or supplied on the Premises and not being part of the business of the Insured).
8. Bodily injury loss or damage caused by or resulting from the ownership possession or use by or on behalf of the insured of:
  - (a) any animal-drawn or mechanically-propelled vehicle or any trailer (unless such vehicle or trailer is specified as Plant in the Schedule) but this Exception shall not apply in connection with the loading or unloading of any vehicle or trailer unless an indemnity is provided by another insurance,
  - (b) any aircraft hovercraft oil drilling platform rig or watercraft (other than manually propelled watercraft) or railway locomotive or railway rolling stock,

- (c) any power-operated lift elevator crane hoist or other power-operated lifting tackle unless such items are specified as Plant in the Schedule.
9. (a) Bodily injury or loss of or damage to or loss of use of property directly or indirectly caused by seepage pollution or contamination,  
(b) the cost of removing nullifying or cleaning up seeping polluting or contaminating substances.
10. Pure financial losses, fines penalties punitive or exemplary damages.
11. Loss of or damage to property caused by or resulting from the explosion of any boiler or other apparatus owned or used by the Insured which is intended to operate under internal pressure due to steam.
12. Bodily injury loss of damage directly or indirectly occasioned by or happening through or in consequence of:  
(a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection mutiny or military or usurped power riot or civil commotion,  
(b) any act of any person or persons acting on behalf of any organisation with activities directed towards the overthrow by force of any de jure or de facto Government or the influencing of it by terrorism or violence.
- In any claim suit or other proceedings where the Company alleges that by reason of this Exception any liability is not covered by this Policy the burden of proving that such liability is covered shall be upon the Insured.
13. Bodily injury loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by:  
(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel Solely for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission,  
(b) nuclear weapons material.  
(c) exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.  
(d) liability arising out from unintended, non agreed or improper pollination by, distribution of or blending with a genetically modified organism (GMO), a GMO product or product part with a GMO component.
14. Liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving :-  
(a) asbestos, or any materials containing asbestos in whatever form or quantity  
(b) latex allergy

## CONDITIONS

### 1. Interpretation

This Policy and the 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.

### 2. Observance

The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy in 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 to make any payment under this Policy.

### 3. Duty of Disclosure

Where the Insured's has applied for this Insurance wholly for purposes related to the Insured's trade, business or profession, the Insured had a duty to disclose any matter that the Insured know to be relevant to the Company's decision in accepting the risks and determining the rates and terms to be applied and any matter a reasonable person in the circumstances could be expected to know to be relevant otherwise it may result in avoidance of the Insured's contract of insurance, refusal or reduction of the Insured's claim(s), change of terms or termination of the Insured's contract of insurance.

The Insured also have a duty to tell the Company immediately if at any time after the Insured's contract of insurance has been entered into, varied or renewed with the Company any of the information given in the Proposal Form (or when the Insured applied for this insurance) is inaccurate or has changed.

### 4. Precautions

The Insured shall take all reasonable precautions to prevent accidents and to comply with all statutory obligations and regulations imposed by any authority.

### 5. Alterations

The Insured shall give immediate written notice to the Company of any alteration which materially affects the risk covered by this Policy.

### 6. Claims

(a) The Insured shall give written notice to the Company of any accident or loss or claim or proceedings immediately the same shall have come to the knowledge of the Insured or his representative,

(b) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise 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,

(c) The Company may at any time pay to the Insured:

(i) in connection with any one claim or number of claims against the Insured arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled,

(ii) in connection with all claims against the Insured in respect of which a Period Limit applies arising out of all occurrences happening in any one Period of Insurance the amount of the Period Limit (after deduction of any sum or sums already paid as compensation) or any less amount for which such claims can be settled.

and upon such payment the Company shall relinquish conduct and control of and be under no further liability under this Policy in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

### 7. Other Insurances

If at the time of the happening of any occurrence covered by this Policy there is any other existing insurance covering the same liability or any part thereof the Company shall not be liable to pay or contribute more than its rateable proportion of any sum payable in respect of such occurrence.

### 8. Premium Adjustment

If the Premium for this Policy has been calculated on estimates furnished by the Insured 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 calendar month of the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to any Minimum Premium hereon.

### 9. Cancellation

The Company may cancel this Policy by sending 7 days' notice by registered letter to the Insured at his last known address and in such event the Premium where adjustable shall be adjusted in accordance with condition 7 or otherwise the Insured shall become entitled to the return of a proportionate part of the Premium corresponding to the unexpired portion of the Period of Insurance.

### 10. Arbitration

All differences arising out of this Policy shall be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in writing by each party and in case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or any right of action against the Company.

**PREMIUM WARRANTY**

It is a fundamental and absolute Special Condition of this contract of insurance that the premium due must be paid and received by the Insurers within 60 days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the Insurer shall be entitled to the pro-rated premium for the period they have been on risk.

Where the premium payable pursuant to this warranty is received by an authorised agent of the Insurer, the payment shall be deemed to be received by the Insurer for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorised to receive such premium shall lie on the Insurer.

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

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