## **Surrounding Property And Third Party Liability**

It is agreed and understood that otherwise subject 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, this insurance shall be extended in respect of item(s) No(s) contained in the specification of the Policy to include any sudden and unforeseen physical loss of or damage to property of the Insured other than his own plant, machinery and apparatuses insurable under the Policy and to indemnify the insured against any such sums which the Insured becomes legally liable to pay as damages consequent upon:

- a. Accidental bodily injury to or illness of third parties (whether fatal or not)
- b. Accidental loss of or damage to property belonging to third parties arising as the direct consequence of and solely due to explosion or collapse or tearing apart on account of centrifugal forces originating from the item referred to herein above.
  - In respect of a claim for compensation to which the indemnity provided for herein applies, the Insurers shall in addition indemnify the Insured against:
- a. All costs and expenses of litigation recovered by any claimant from the Insured, and
- b. All costs and expenses incurred with the written consent of the Insurers.

The Insurer's total liability shall not, however, exceed the limits of indemnity stated below.

## **Special Conditions**

- 1. The Insurers shall not indemnify the Insured in respect of
  - a. the expenditure incurred in making good or repairing or replacing anything covered or recoverable under the Policy;
  - b. Liability consequent upon:
    - b.1. bodily injury to or illness (whether fatal or not) of employees or workmen of the Insured or members of their families;
    - b.2. any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.
- 2. 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 insurers, who are entitled, if they so desire, to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute for their own benefit in the name of the insured any claim for indemnity or damages or otherwise and who have full discretion in the conduct of any proceedings or in the settlement of any claim; the Insured shall give all such information and assistance as the Insurers may require.
- 3. The Insurers may so far as any accident is concerned pay to the Insured the limit of indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which

the claim or claims arising from such accident can be settled and shall thereafter be under no further liability in respect of such accident

Insured item(s)

Limit of indemnity any one event, any one year 1)

- A. Surrounding Property of the Insured
- B. Third Party Liability
- 1. Bodily injury
  - any one person
  - Total
- 2. Property damage