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မူရင်း

Italian Agency for Development Cooperation (Yongon...
No (41.27) / Type Myanmar...
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(ကျပ်တစ်သိန်းတစ်ရာကျော် ပြန်ရောက်ပါသည်)

မြန်မာ့အာမခံလုပ်ငန်း အိတ်

ငွေစာရင်းဌာန
 သတိပြုရန်။ ။ ငွေလက်ခံစဉ် ရိုက်ထားခြင်း (သို့မဟုတ်) ငွေရရှိပြီးကြောင်း
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အမှုဆောင်အဖွဲ့ (အဖွဲ့ဝင်)
 မောင်မောင်
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MYANMA INSURANCE

PUBLIC LIABILITY POLICY

Whereas the Insured by a Proposal Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to MYANMA INSURANCE 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 Insurers 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 with the Territorial Limits.

Myanma Insurance will in addition pay all costs and expenses incurred with their written consent.

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

IMPORTANT NOTICE

This Policy with its conditions should be carefully examined and in the event of any correction being found necessary, should be communicated to Myanma Insurance at once.

Notice of every accident whether a claim is anticipated or not under this Policy should be given immediately to the nearest Branch office of Myanma Insurance

EXCEPTIONS

Myanma Insurance 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 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 which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (4) Any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- (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;
 - (b) property belonging to or in the custody or control of any person in the service of the Insured but the expression "custody or control" shall not apply to buildings not owned or tenanted by the Insured but temporarily occupied by the Insured for the purposes of alteration decoration or repair;
 - (c) that part of any property upon which the Insured or any person in the service of the Insured is or has been operating;
 - (d) any property land or buildings caused by vibration or removal or weakening of support of such land property or buildings;
 - (e) property caused by fire or explosion;
 - (f) ships craft or aircraft.
- (7) Injury loss or damage caused by;
- (a) the possession use or movement of ships, craft, aircraft, or railway stock;
 - (b) the possession or use of mechanical propelled road vehicles but provided the Insured is not entitled to indemnify under any other Policy this Exception shall no apply to injury loss or damage as herein defined arising from;
 - (i) the act of loading or unloading from 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 arrangement 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 or which have been repaired or renovated other than goods in the custody or control of the Insured.
- (f) Sub-contractors to the Insured or persons engaged in or upon the service of such sub-contractors.

The Agents of Myanmar Insurance shall be in no cause be made personally responsible on account of any legal or other investigations which they may find it necessary to institute for the satisfaction of the Insurers nor can their personal property be attached on account of any claim by the Insured. If the Insured should commence such proceedings against the Agents it is hereby declared and stipulated that the Insured shall forfeit thereby all claim upon Myanmar Insurance under this Policy and shall moreover be responsible for all expenses which shall accrue in consequence of such proceedings.

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 the Policy or of the Schedule shall bear such meaning wherever it may appear.

1. The due observance and fulfillment 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 Myanmar Insurance to make any payment under this Policy.
2. Every notice or communication to be give or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of Myanmar Insurance.
3. Myanmar Insurance shall not be liable if after the Insurance has been effected the risk be increased from any cause whatsoever unless the Myanmar Insurance have signified their assent thereto in writing.
4. The Insured shall not be liable if after the Insurance has been effected the risk be increased from any cause whatsoever unless Myanmar Insurance have signified their assent thereto in writing.
5. If the premium has been calculated on Estimated 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 Insurers to inspect such record. Within one month of the expiry of each period of Insurance the Insured shall supply the Insurers 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 Insurers or a refund by Myanmar Insurance as the case may be.

6. The Insured shall give notice to Myanmar Insurance of any injury loss or damage as soon as possible after comes to the knowledge of the Insured or of the Insured's representative for the time being. The Insured shall forward to Myanmar Insurance forthwith after receipt thereof every written notice or information as to any verbal notice of claim and shall also give notice to Myanmar Insurance immediately he receives knowledge of any proceedings. The Insured shall use the best endeavours to preserve any damaged or defective plant or appliances or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable no alteration or repair shall be made without the consent of Myanmar Insurance to any premises fencing machinery furnishings fittings appliances or plant which may have been the cause of injury loss or damage until Myanmar Insurance shall have had an opportunity of inspection. The Insured shall give all necessary information and assistance and forward all documents to enable Myanmar Insurance investigate settle or resist any claim as Myanmar Insurance may thin 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 Myanmar Insurance may be liable under this Policy without the written authority of Myanmar Insurance. Myanmar Insurance 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 Myanmar Insurance 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. Myanmar Insurance 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 Myanmar Insurance 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 Myanmar Insurance shall not be responsible for any loss alleged to have been sustained by the Insured in consequence of any action or omission of Myanmar Insurance 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 Myanmar Insurance shall not be liable to pay or contribute more than their ratable proportion of such claim.
9. Myanmar Insurance may be 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 thereof.
10. All differences arising out of this Policy 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 so to do by either of the parties or in case the Arbitrators do not agree of and Umpire appointed 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 shall be a condition precedent to any right of action against Myanma Insurance. The costs of and connected with the arbitration shall be in the direction of the Arbitrator, Arbitrators or Umpire, If Myanma Insurance shall disclaim 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 arbitration under the provisions therein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

