

PRODUCTS LIABILITY POLICY

WHEREAS THE Insured named and carrying on the Business described in the Schedule and no other for the purposes of this insurance by a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein has applied to the **Liberty Insurance Pte Ltd** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium shown in the Schedule as consideration for such insurance.

NOW THIS POLICY WITNESSETH THAT the Company will subject to the Terms Exceptions Limits and Conditions contained herein or endorsed hereon indemnify the Insured against

1. All Sums which the Insured shall become legally liable to pay as compensation in respect of

- 1.1 accidental death or bodily injury to or illness to any person
- 1.2 accidental damage to property

caused by anything harmful or defective in any products sold, supplied, repaired or treated by the Insured in connection with the Business carried on by the Insured based on claims made against the Insured during the Period of Insurance and subject to the Territorial Limits in Jurisdiction and Retroactive Date as stated in the Schedule

2. The Company will pay all costs, fees and expenses incurred with their written consent in the investigation defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by this Policy.

PROVIDED that the liability of the Company for all compensation payable to any claimant or any number of claimants in respect of or arising out of any occurrence or in respect of or arising out of all occurrences of a series consequent or attributable to one source of original cause happening during any one Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule for any one occurrence and for any one Period of Insurance.

For the purpose of determining the indemnity granted:

"Injury" means death, bodily injury, illness or disease of or to any person

"Damage" means loss of possession or control of or actual damage to tangible property.

"Product" means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, services, altered or repaired by or on behalf of the Insured, but shall not mean food and drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.

EXCEPTIONS

THE COMPANY shall not be liable for:-

1. Death of or bodily injury to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of such service or apprenticeship
2. Any damage to the Products including the cost and expenses of repairing, reconditioning, modification or replacing any of the Products or part thereof which is or alleged to be defective
3. The costs arising out of the recall of any Product or part thereof
4. Any injury or damage caused by the defective design by the Insured of the Products
5. Products Guarantee
6. Marine Cargo Rejection
7. Any claim arising out of any infectious disease including AIDS, unless it can be proven that the disease is contacted solely and directly through a defect in the product covered under this policy
8. Any claim arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims
9. Any loss arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties including any punitive or exemplary awards.
10. Any claim made against the Insured by reason of any negligence committed or alleged to have been committed prior to the Retroactive Date as stated in the Schedule. Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance and where the Insured and the Company cannot agree when the Injury or Damage occurred, then:-
 - (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown
11. Any loss the circumstances of which were known to the Insured prior to the inception of this Insurance
12. Any consequence of War Invasion Act of Foreign Enemy Hostilities (whether war be declared or not) Civil War Rebellion Revolution Insurrection Mutiny Military of Usurped Power Military or Popular Rising.

13. Any legal liability of any nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

For the purpose of this Exception, combustion shall include any self-sustaining process or nuclear fission.
14. Professional negligence
15. Any claim arising out of infringement of copyrights or patents
16. Any legal liability of any nature directly or indirectly caused by or contributed to by or arising from seepage pollution or contamination is caused by a sudden unintended and unexpected happening
17. Contractual liability

CONDITIONS

The Policy Schedule and Conditions 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 or of the Conditions shall bear the same meaning wherever it may appear.

1. The Insured shall give immediate notice to the Company of any accident or notification of claim and shall furnish to the Company such other particulars and information as the Company may require and shall notify or forward to the Company immediately on receipt every letter writ summons and process and shall notify the Company in writing of any impending prosecution inquest or fatal inquiry in connection with any accident for which there may be liability under this Policy.
2. The Insured shall not except at his own expense pay or agree to pay any money or make any admission of liability or repudiate or settle any claim without the previous written consent of the Company but the Company may if it so desires take over and conduct in the name of the Insured the defence or settlement of any claim or 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 or in the settlement of any claim and the Insured shall give all such information as the Company may require.
3. The Company may prior to or in the course of such proceedings or settlement in connection with any claim or series of claims pay to the Insured the Limit of Indemnity (after deducting therefrom any sum or sums already paid as compensation) or any less amount for which such claim or claims may be settled and thereupon the Company shall relinquish the conduct and control of and shall be under no further liability in connection with such claim or claims.



4. The Insured shall take all reasonable care to see that the Products sold or supplied by the Insured are sound and in proper order and fit for the purpose for which they are sold or supplied to prevent accidents to maintain their premises plant and everything used in the Business in proper repair and employ only competent employees and shall comply with all statutory obligations and regulations imposed by any authority. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
5. If at the time any claim is made under this Policy there is any other existing insurance effected by or on behalf of the Insured covering the same risk the Company shall not be liable to contribute more than its rateable proportion of any payment in respect of such claim.
6. The First Premium is and each Renewal Premium will be calculated on the statements and estimates furnished by the Insured. Within one month of the expiry of each Period of Indemnity the Insured shall furnish to the Company such information as the Company may require for such expired period. The premium for such period shall thereupon be adjusted by the Company and the difference be paid by or allowed to the Insured as the case may be subject to the Minimum Premium stated in the Schedule.
7. The Company may cancel this Policy at any time by giving fourteen days' notice by registered letter to the Insured at his last known address. In such event the Insured shall become entitled to the return of the proportionate part of the premium corresponding to the unexpired period of indemnity. By like notice to the Company the Insured may cancel this Policy and in such event the Insured shall be entitled to a return of the proportionate part of the premium corresponding to the unexpired period of indemnity.
8. The Insured shall give the Company immediate notice of any alteration which materially affects the risks covered by this Policy.
9. The due observance of the terms provisions conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.