



PUBLIC LIABILITY AND PRODUCTS LIABILITY

SPECIAL DEFINITIONS FOR THIS SECTION

	The General Terms and Conditions and the following terms and conditions all apply to this section.
Bodily injury	Death, or any bodily or mental injury or disease of any Person
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you.
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Personal Injury	False arrest, detention, or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

WHAT IS COVERED

Claims against you

If, as a result of your business, any party brings a claim against you for bodily injury or property damage occurring during the period of insurance;

We will indemnify you against the sums you have to pay as compensation.

This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.

We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.

Claims against others

If, as a result of your business, any party brings a claim, which falls within above, against your client or customer or a distributor of your products and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the client, customer or distributor that we would have made to you, provided that the party to be indemnified:

- a. has not, in our reasonable opinion, caused or contributed to the claim against them;
- b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim



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- before we are notified of it;
- d. gives us the information and co-operation we reasonably require for dealing with the claim.

Criminal proceedings

If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you or any employee of yours.

WHAT IS NOT COVERED

A. We will not make any payment for any claim or loss directly or indirectly due to :

Property for which you are responsible

1. loss of or damage to any property belonging to you or which at the time of the loss or damage is in your care, custody or control. This does not apply to :
 - a. employees' or visitors' vehicles or effects while on your premises;
 - b. premises, including their contents, which are not owned or rented by you, where you are temporarily carrying out your business;
 - c. premises rented to you, for loss or damage not insurable under property insurance policies and for which you would not be liable other than by the lease or other agreement.
2. the ownership, possession, maintenance or use by you or on your behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers. This does not apply to:
 - a. any tool of trade;
 - b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you.

Pollution

4. a. any pollution of buildings or other structures or of water or land or the atmosphere;
- b. any bodily injury or property damage directly or indirectly caused by pollution unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance;
- c. any pollution occurring in the United States of America or Canada.

Computer virus

5. transmission of a computer virus.

Professional advice

6. designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee.

Your products

7. the costs of repairing, reconditioning or replacing any product or any of its parts



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	8. a. any of your products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
	b. any of your products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or your products
Deliberate or reckless acts	9. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	10. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	11. date recognition .
War, terrorism and nuclear	12. war, terrorism or nuclear risks .
Asbestos	13. asbestos risks .
	B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts. This applies to proceedings in the Applicable Courts to enforce, or which are based on, a judgment or award from outside the Applicable Courts.

HOW MUCH WE WILL PAY

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. We will also pay for defence costs. However, if a payment greater than the limit of indemnity has to be made for a claim our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid. You must pay the excess for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

- a. For claims arising from **your products**, the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule.
- b. For claims arising from **pollution**, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs, including any claims forming part of a series of other claims regarded as one claim



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under this section. You must pay the relevant excess shown in the schedule.

c. For claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs. You must pay the relevant excess shown in the schedule.

d. The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance.

Paying out the limit of indemnity

At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs.

YOUR OBLIGATIONS

If a problem arises

We will not make any payment under this section:

1. unless you notify us promptly and in writing of any claim or threatened claim against you.
2. unless you notify us as soon as practicable of:
 - a. your discovery that products are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with your client or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance, unless you had to give these details in negotiating a contract with your client or have our prior written agreement.

Correcting problems

We will not make any payment for products claims if you fail to take reasonable steps to remedy or rectify, at your expense, any defect or failure in the goods or services you have supplied to a client, customer or distributor.

CONTROL OF DEFENCE

We have the right, but not the obligation, to take control of and conduct in your name, the investigation, settlement or defence of any claim. If we think it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your own solicitor but on a similar fee basis as our solicitor and only for work done with our prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.



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**PRODUCTS LIABILITY INSURANCE
PROPOSAL FORM**

CHECK LIST

This checklist is to ensure that all necessary documents are compiled and furnished to the insurer for underwriting purposes.

Please tick where appropriate.

- A copy of brochures for ALL products to be covered. (Q9)
- A copy of contractual agreements relating to the sale of the product. (Q15)
- A copy of quality procedures / reports. (Q16)
- A copy of the existing policy. (Q25)
- A copy of recall plan, where recall is required. (Q27)
- _____
- _____
- _____
- _____

Remarks :

(1) Name of Insured

(2) Address of Insured

(3) Business of the Insured

(4) Year the Insured started operations

(5) Name of Insured is

- Individual
- Partnership
- Corporation
- Joint Venture

(6) Business of Insured is

- Manufacturer
- Distributor
- Importer
- Others

(7) Do you have a subsidiary, affiliate or representative office in the USA/Canada?
If yes, please provide:

Name of company : _____

Relationship with Insured : _____

Address : _____

(8) Have you acquired or merged with any other company in the last 10 years?
If so, please provide details:

Name of company : _____

Year : _____

Product range : _____

(9) (a) Describe ALL products manufactured/processed or distributed by you. Please provide product brochures.

(b) How many years have you been manufacturing/producing this product(s).

(10) Describe any products that are no longer manufactured or distributed by you and when they were discontinued.

(11) Are the products “end products” or “component parts” of an end product? Please describe.

(12) Are any new products proposed for introduction during this ensuing year?

In USA/Canada [] Yes [] No

If Yes, please list products.

(13) Are all of your products designed by you?
If No, explain and please indicate who are the products designed by.

(14) List all products manufactured, sold or distributed for the past 2 years as well as for the Current and Upcoming year for each of the following markets/area:

(* Please indicates the Total Sales of the products)

(a) USA / Canada / Australia – **TURNOVER / SALES**

Product	NEXT YEAR 20	CURRENT YEAR 20	LAST YEAR 20	LAST YEAR 20
Total				

(b) Europe – **TURNOVER / SALES**

Product	NEXT YEAR 20	CURRENT YEAR 20	LAST YEAR 20	LAST YEAR 20
Total				

(c) Rest of the World – **TURNOVER / SALES**

Product	NEXT YEAR 20	CURRENT YEAR 20	LAST YEAR 20	LAST YEAR 20
Total				

- (15) (a) Are there contractual agreements e.g. hold harmless agreements entered into with importers or product purchasers that go beyond the typical purchase order agreement? If yes, please describe and provide a copy.

- (b) Do you require Vendors Liability? [] Yes [] No
If yes, please provide details of vendors.

Vendors: _____

- (16) (a) Describe the product quality program control operations of the Insured including any internal and external testing conducted on the product(s). Please provide a copy of procedures / reports.

- (b) If no product quality control is in place, how is product quality determined?

(c) Is each product subject to, and do they conform with applicable country of export or international manufacturing and safety standards?

Yes No

If yes, please specify standard.

(d) Has the product(s) met the manufacturing standards established by the USA?

Yes No

If yes, how was this established?

(17) Are records being kept to trace all products?

Yes No

(18) Are appropriate and understandable instructions provided with the product?

Yes No

(19) Are proper and adequate warnings and labels satisfying applicable standards affixed to the product so those potential users will understand the hazards associated with using the product?

Yes No

(20) Are any product warranties supplied with the product? If yes, please describe.

(21) What is the normal life span of the product(s)?

DETAILS OF PREVIOUS INSURANCE

(22) Has any Insurance Company cancelled or refused to renew your products liability coverage?

Yes No

(23) Loss Experience

Have there been any reported incidents or claims filed for any of your products since the product/products was introduced into the market? Please provide details including no. of incidents, paid outstanding and description of incident(s) for each year.

(24) If there is prior loss history, has the cause of loss situation been corrected?

[] Yes [] No

Please describe the cause of loss. Cause of loss could have been design error, manufacturing error, lack of maintenance, exceeding of design limits and environmental condition.

In addition please describe losses caused by discontinued products as well.

(25) Please provide details of your current Products Liability Insurance. Kindly provide a copy of the policy.

Insurance company : _____

Expiry date : _____

Premium : _____

Excess : _____

DETAILS OF NEW INSURANCE REQUESTED

(26) What are the Limits of Liability / Indemnity that you require?

(27) Do you require Expense Products Recall extension? If yes, please provide a copy of the recall plan.

(28) What is the Territorial limit that you require?

(29) What is the Jurisdiction limit that you require?

IMPORTANT NOTICE

Pursuant to Section 149(4) of the Insurance Act, 1996 - you are to disclose in the proposal form, fully and faithfully all the facts which you know or ought to know, otherwise the policy issued hereunder may be void.

The applicant represents that the statements and responses to the questions on this application are accurate and complete. The applicant also warrants that such statements and responses are true, contain no misrepresentations and that if the information supplied on this application or attachments changes between the date of this application and the inception date of the policy, the applicant will immediately notify the Company of such changes.

Name of the person signing the proposal form : _____

Signature of the person signing the proposal form : _____

Date of signing of the proposal form : _____

Title/Designation : _____

Company Chop : _____