



Products Liability Insurance Policy

The Coverage

This policy covers you against any legal liability, which you become legally obligated to pay as damages because of "personal injury" or "property damage" include within the "Product hazard" to which this insurance applies. "Products hazard" includes all "personal injury" and property damage" occurring away from premises you own or rent and arising out of "your product" except products that are still in your physical possession.

We have the right and duty to defend you against any "suit" seeking those damages. However we will have no duty to defend you against any "suit" seeking damages for "personal injury" or "property damage" to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any claim or "suits" that may result. But:

- (1) The amount we will pay for damages is limited as described in the Declarations; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgements or settlements under this policy; and
- (3) Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Declarations.

This insurance applies to "personal injury" and "property damage" only if:

- (1) The "personal injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "personal injury" or "property damage" did not occur before the Retroactive Date shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "personal injury" or "property damage" is first made against you during the policy period;
- (4) A claim or suit is brought in a designated jurisdiction.

Main Exclusions

- This insurance does not apply to:-
- Aircraft Products
- Asbestos
- Contractual Liability
- Damage to impaired Property Or Property Not Physically Injured
- Damage to Property
- Damage to Your Product
- Employers Liability
- Expected or Intended Injury
- Fines, Penalties, Punitive & Exemplary Damages
- Nuclear Energy
- Personal Injury Pollution
- Professional Liability
- Recall of Products Or Impaired Property
- War
- Products Guarantee/Warranty

Limit of Insurance

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Named Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organisations making claims or bringing "suits".
2. The Products Aggregate Limit is the most we will pay for damages because of "personal injury" and "property damage" arising from the "Products Hazard"

3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "personal injury" and "property damage" arising out of any one "occurrence" within the Product Hazard.

The Limits of Insurance of this Policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Payment of Premium

- Premium must be made to our agent or direct to us within 60 days from the inception of this Policy.
- Payment can be made by cash, credit card or cheques (cheques should be made in favour of our company).
- Insist on a receipt for the premium paid
- Contact us if you have not received the insurance policy after one month of purchase.

Duty of Disclosure

You are to disclose all material facts that you know or ought to know; otherwise this policy may be invalidated.

Deductible

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Declarations.
2. The deductible amount stated in the Declarations applies on a "per occurrence" basis to all damages because of
 - a. "personal injury";
 - b. "property damage";
 - c. "personal injury" and "property damage" combined;

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

3. The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties in the event of an "occurrence," claim, or "suit"

apply irrespective of the application of the deductible amount.

4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for any deductible amount which has been paid by us.

Declarations

By acceptance of this policy, you agree that the statements in the declarations are your agreement and representations, that this policy is issued in reliance upon the truth of such representations and this policy embodies all agreements existing between yourself and the Company or any of your agents relating to this insurance.

WHAT YOU SHOULD DO In The Event Of Loss/Damage

Notification of Claim

- You must notify us in writing with full details of the incident/accident as soon as possible within the time frame stipulated in your policy. Early notification is required to avoid any prejudice to your claim. Lodge a police report immediately if involving theft, accident and/or injury to third party.

Submission of Claim

- You must submit your claim with all supporting information and documents as requested to us and give full cooperation to the adjusters appointed by us in assessing your claim.

Duty of Disclosure of Claim Information

- You must provide answers to the Claim Form truthfully as any misrepresentation or concealment will prejudice your claim.

HOW TO LODGE A Complaint And Redress Avenues Available



Write to either :

1. the Integrated Contact Centre of Bank Negara Malaysia via bnmtelelink@bnm.gov.my; or
2. the insurance mediator of the Ombudsman for Financial Services.

Alternatively, you could walk in to lodge a complaint at BNMLINK (please refer to www.bnm.gov.my/bnmlink/index.htm) or you could take your case to court.

For more information about Tokio Marine and our products and services, please log on to our website www.tokiomarine.com.

Tokio Marine Insurans (Malaysia) Berhad is licensed under the Financial Services Act 2013 and regulated by Bank Negara Malaysia.