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Products Liability Insurance

This Policy does not provide and is not intended to provide insurance for products supplied directly or indirectly to the United States of America and/or Canada

Please read this Policy carefully and see that it meets your requirements

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout

The Insured and the Company agree

1. The Proposal shall be incorporated in and be the basis of the contract
2. The Insured will pay the Premium
3. The Company will subject to the terms of this Policy provide the Insurance
4. The following shall be conditions precedent to any liability of the Company
 - a) observance of the terms of this Policy relating to anything to be done or complied with by the Insured
 - b) the truth of the Proposal

Insurance

The Company will indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of

- a) accidental Injury to persons
- b) accidental Damage to tangible property

happening within the Geographical Limits during any Period of Insurance and arising out of any Product supplied by the Insured in the normal course of the Business

Limit of Indemnity

The total amount payable by the Company for damages and claimant's costs and expenses in respect of

- a) one claim or all claims of a series (whether arising in one Period of Insurance or not) consequent on or attributable to one source or original cause
- b) any one Period of Insurance for all claims where the accidental Injury and/or accidental Damage happens during such Period of Insurance

shall not exceed the Limit of Indemnity irrespective of the number of parties entitled to indemnity under this Policy

The Company will in addition pay all costs and expenses incurred with its written consent

Definitions

For the purposes of this Policy

1. "Company" shall mean IAG Insurance (Thailand) Ltd.
2. "Schedule" shall mean the schedule of this policy
3. Business shall include the provision of canteens and social and sports clubs for the benefit of the Insured's employees
4. Damage shall mean physical loss or damage and shall include all resultant loss of use of anything physically lost or damaged All such loss of use shall be deemed to occur at the time of the loss or damage giving rise thereto
5. Employee shall mean any
 - a) person under a contract of service or apprenticeship with the Insured
 - b) person hired to or borrowed by the Insured
 - c) self-employed person
 - d) person employed by labour only sub-contractorswhile working for the Insured in connection with the Business
6. Geographical Limits shall mean
 - a) the Territory defined in the Schedule
 - b) elsewhere in the world but only in respect of Injury or Damage which arises out of Products supplied by the Insured from the Territory
7. Injury shall mean bodily injury disease or illness including death resulting therefrom
8. Pollutants shall mean any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acids alkalis bacteria chemicals sewage and waste. Waste includes materials to be recycled reconditioned or reclaimed
9. Products shall mean all goods or products supplied by the Insured together with containers packaging and instructions supplied therewith
10. Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor

Exceptions

The Company shall not be liable in respect of

1. Injury or Damage caused by or arising in connection with the ownership possession or use by or on behalf of the Insured of mechanically propelled vehicles locomotives aircraft aerial devices hovercraft or water-borne craft
2. Injury to any Employee or any claim arising under any Workmen's Compensation law
3. claims arising out of liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement
4. claims arising out of advice design formula or specification provided for a fee
5. Injury of Damage directly or indirectly caused by or arising out of Pollutants unless caused by or arising out of an identifiable unexpected and accidental release (including discharge dispersal seepage migration and escape) of Pollutants which commences during any Period of Insurance and is

~~a) detected within 7 days of its commencement~~

and

b) reported to the Company within 7 days of its being detected

For the purposes of this Policy the commencement of any intermittent release shall be deemed to be at the start of the first release of the series

6. claims arising out of Products supplied by or on behalf of the Insured to any person company or organisation
 - a) within the United States of America its territories or possessions and/or Canada
 - b) outside the United States of America its territories or possessions and/or Canada if to the Insured's knowledge such Products have been or will be supplied to a person company or organisation within those areas whether or not in their original form
7.
 - a) the loss of use of or the cost of repairing reconditioning or replacing (including demolition breaking out dismantling delivery rebuilding supply and installation in connection therewith) any Product giving rise to a claim
 - b) Damage to any Product supplied by the Insured where such Damage is due to any defect therein or the unsuitability thereof
 - c) the cost of recalling any defective or potentially defective Product supplied
8.
 - a) fines or penalties
 - b) aggravated exemplary or punitive damages
9. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) nuclear weapons material
 - b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel For the purpose of the Exception combustion shall include any self-sustaining process of nuclear fission
10. 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

Extension

The following shall be indemnified subject to the Limit of Indemnity in this Policy as if a separate policy had been issued to each

1. the personal representatives of the Insured in respect of liability incurred by the Insured
2. if the Insured so requests
 - a) any director or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - b) the officers committees and members of the Insured's canteen social and sports organisations in their respective capacities as such

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

General Conditions

1. Duty of Care

The Insured shall take reasonable precautions to prevent Injury and Damage and to comply with all obligations and regulations set out in any legislation applicable or imposed by any authority

2. Premium Adjustment

If any part of the Premium or Renewal Premium is based on estimates furnished by the Insured the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record the Insured shall within one month from the expiry of each Period of Insurance furnish such information as the Company may require The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by or allowed to the Insured

3 Cancellation

The Company may cancel this Policy by sending seven day's notice to the Insured at the Insured's last known address The Insured shall thereupon become entitled to a proportionate return of premium

This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the customary short period rate for the time the Policy has been in force.

Claims Conditions

1. Reporting of any Incident by the Insured

Upon the happening of any event which may give rise to a claim (regardless of any Excess) the Insured shall forthwith give written notice to the Company with full particulars

2. Claims Correspondence

Every letter claim writ summons and process shall be forwarded to the Company on receipt Written notice shall also be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be liability under this Policy

3. Conduct of claim

No admission offer promise payment of indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings add in the settlement of any claim The Insured shall give all such assistance as the Company may require

4. Company's Option

In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause the Company may at any time after the deduction of any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages claimant's costs and expenses) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which the Company may be responsible under this Policy in respect of matters prior to the date of such payment

5. Contribution to Costs

If the Company has not exercised its rights under Claims Condition 4 the liability of the Company to pay all costs and expenses (other than claimant's costs and expenses) in circumstances where the amount or amounts of damages and clamant's costs and expenses exceed the Limit of Indemnity shall be limited to such proportion of the costs and expenses (other than claiment's costs and expenses) as such Limit of Indemnity bears to the total amount payable for damages and claimant's costs and expenses

6. Contribution

If at the time of any claim there is or but for the existence of this Policy there would be other insurance covering the same liability the indemnity provided by this Policy will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected