
GENERAL LIABILITY INSURANCE POLICY

WHEREAS the *insured* by a proposal and declaration which shall be the basis of this Policy and be deemed to be incorporated herein has applied to MSIG Insurance (Vietnam) Company Limited. (the Company) for the insurance hereinafter contained

In consideration of the payment of the premium, in reliance upon the statements in the declaration made a part hereof and subject to all of the terms of this Policy, agrees with the *named insured* as follows:

COVERAGE

Coverage is afforded under this Policy in accordance with the specific Coverage Parts identified in the declarations as being a part of this Policy.

SUPPLEMENTARY PAYMENTS

The Company will pay, inclusive in the applicable limit of liability:

- (a) all expenses incurred by the Company, all costs taxed against the *insured* in any suit defended by the Company and all interest on the entire amount of any judgement therein which accrues after entry of the judgement and before the Company has paid or tendered or deposited in court that part of the judgement which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this Policy, and the cost of bail bonds required of the *insured* because of accident or traffic law violation arising out of the use of any vehicle to which this Policy applies, not to exceed US\$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the *insured* for first aid to others at the time of an accident, for *bodily injury* to which this Policy applies;
- (d) reasonable expenses incurred by the *insured* at the Company's request in assisting the Company in the investigation or defence of any claim or suit, including actual loss of earnings not to exceed US\$25 per day.

APPLICABLE LAW

This contract of insurance is governed by and is to be construed in accordance with the laws of Vietnam. The court of competent jurisdiction in Vietnam shall have the exclusive jurisdiction over all matters relating to the construction, validity and performance of this contract of insurance.

JURISDICTION

The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Socialist Republic of Vietnam nor to orders obtained in the said Court for the enforcement of judgements made outside the Socialist Republic of Vietnam whether by way of reciprocal agreements or otherwise.

DEFINITIONS

When used in this Policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include *mobile equipment*;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"collapse hazard" includes "structural property damage" as defined herein and *property damage* to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The *collapse hazard* does not include *property damage* (1) arising out of operations

performed for the *named insured* by independent contractors, or (2) included within the *completed operations hazard* or the *underground property damage hazard*, or (3) for which liability is assumed by the *insured* under an *incidental contract*;
"completed operations hazard" includes *bodily injury* and *property damage* arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the *named insured*. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the *named insured* under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the *named insured* at the site of the operations have been completed or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The *completed operations hazard* does not include *bodily injury* or *property damage* arising out of

- (a) operations in connection with the transportation of property, unless the *bodily injury* or *property damage* arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in the Policy or in the Company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an *automobile* servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet:

"explosion hazard" includes *property damage* arising out of blasting or explosion. The *explosion hazard* does not include *property damage* (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the *named insured* by independent contractors, or (3) included within the *completed operations hazard* or the *underground property damage hazard*, or (4) for which liability is assumed by the *insured* under an *incidental contract*;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement or (5) *elevator* maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each *insured* against whom claim is made or suit is brought, except with respect to the limits of the Company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the *named insured*, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"named insured" means the person or organization named in Item 1, of the declarations of this Policy;

"named insured products" means goods or products manufactured, sold, handled or distributed by the *named insured* or by others trading under his name, including any container thereof (other than a vehicle), but *"named insured's products"* shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous repeated exposure to conditions, which results in *bodily injury* or *property damage* neither expected nor intended from the standpoint of the *insured*:

"policy territory" means:

- (1) any nation or area described in the Policy, or

- (2) international waters or air space, provided the *bodily injury* or *property damage* does not occur in the course of travel or transportation to or from any other nation or area, or
- (3) anywhere in the world with respect to damages because of *bodily injury* or *property damage* arising out of a product which was sold for use or consumption within the territory described in the Policy,

provided the original suit for such damages is brought subject to the provisions of the Jurisdiction clause as stipulated in the Policy;

"products hazard" includes *bodily injury* and *property damage* arising out of the *named insured's* products or reliance upon a representation or warranty made at any time with respect thereto, but only if the *bodily injury* or *property damage* occurs away from premises owned by or rented to the *named insured* and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an *occurrence* during the policy period;

"underground property damage hazard" includes underground property damage as defined herein and *property damage* to any other property at any time resulting therefrom, "Underground property damage" means *property damage* to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The *underground property damage hazard* does not include *property damage* (1) arising out of operations performed for the *named insured* by independent contractors, or (2) included within the *completed operations hazards*, or (3) for which liability is assumed by the *insured* under an *incidental contract*.

CONDITIONS

1. Premium

All premiums for this Policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this Policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the *named insured*, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the Company shall return to the *named insured* the unearned portion paid by the *named insured*.

The *named insured* shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the policy period and at such times during the policy period as the Company may direct.

2. Inspection and Audit

The Company shall be permitted but not obligated to inspect the *named insured's* property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the *named insured* or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The Company may examine and audit the *named insured's* books and records at any time during the policy period and extensions thereof and within three (3) years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

3. Insured's Duties in the Event of Occurrence, Claim or Suit

- (a) in the event of an *occurrence*, written notice containing particulars sufficient to identify the *insured* and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the *insured* to the Company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the *insured*, the *insured* shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
- (c) The *insured* shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the *insured* because of *bodily injury* or *property damage* with respect to which insurance is afforded under this Policy, and the *insured* shall attend hearings and trials and assist in securing and giving evidence and

obtaining the attendance of witnesses. The *insured* shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

4. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the *insured's* obligation to pay shall have been finally determined either by judgement against the *insured* after actual trial or by written agreement of the *insured*, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgement or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the *insured* to determine the *insured's* liability, nor shall the Company be impleaded by the *insured* or his legal representative. Bankruptcy or insolvency of the *insured* or of the *insured's* estate shall not relieve the Company of any of its obligations hereunder.

5. Other Insurance

The insurance afforded by this Policy is primary insurance, except when stated to, apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the *insured* has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this Policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below;

- (a) **Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- (b) **Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this Policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

6. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the *insured's* rights of recovery therefor against any person or organization and the *insured* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The *insured* shall do nothing after loss to prejudice such rights.

7. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by an authorized representative of the Company.

8. Assignment

Assignment of interest under this Policy shall not bind the Company until its consent is endorsed hereon; if, however, the *named insured* shall die, such insurance as is afforded by this Policy shall apply (1) to the *named insured's* legal representative, as the *named insured*, but only while acting within the scope of his duties as such, and (2) with respect to the property of the *named insured*, to the person having proper temporary custody thereof, as *insured*, but only until the appointment and qualification of the legal representative.

9. Cancellation

This Policy may be cancelled by the *named insured* by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the *named insured* at the address shown in this Policy, written notice stating when not less than ten (10) days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the *named insured* or by the Company shall be equivalent to mailing.

If the *named insured* cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made

either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

10. Declaration

By acceptance of this Policy, the *named insured* agrees that the statements in the declarations are his agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

COMPREHENSIVE GENERAL LIABILITY INSURANCE COVERAGE PART

I. COVERAGE A – BODILY INJURY LIABILITY

COVERAGE B – PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as *damages* because of

A - *bodily injury* or

B - *property damage*

to which this insurance applies, caused by an *occurrence*, and the Company shall have the right and duty to defend any suit against the *insured* seeking *damages on account of such bodily injury or property damage*, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgement or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgements or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the *insured* under any contract or agreement except an *incidental contract*; but this exclusion does not apply to a warranty of fitness or quality of the *named insured's products* or a warranty that work performed by or on behalf of the *named insured* will be done in a workmanlike manner;

(b) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any *automobile* or aircraft owned or operated by or rented or loaned to any *insured*, or

(2) any other *automobile* or aircraft operated by any person in the course of his employment by any *insured*;

but this exclusion does not apply to the parking of an *automobile* on premises owned by, rented to or controlled by the *named insured* or the ways immediately adjoining, if such *automobile* is not owned by or rented or loaned to any *insured*;

(c) to *bodily injury* or *property damage* arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any *mobile equipment* while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;

(d) to *bodily injury* or *property damage* arising out of and in the course of the transportation of *mobile equipment* by an *automobile* owned or operated by or rented or loaned to any *insured*;

(e) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any watercraft owned or operated by or rented or loaned to any *insured*, or

(2) any other watercraft operated by any person in the course of his employment by any *insured*;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the *named insured*;

(f) to *bodily injury* or *property damage* arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;

(g) to *bodily injury* or *property damage* due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the *insured* under an *incidental contract*, or

(2) expenses for first aid under the Supplementary Payments provision;

(h) to *bodily injury* or *property damage* for which the *insured* or his indemnitee may be held liable

(1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or

(2) if not so engaged, as an owner or lessor of premises used for such purposes,

if such liability is imposed

(i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or

- (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part (ii) of this exclusion does not apply with respect to liability of the *insured* or his indemnitee as an owner or lessor described in (2) above;

- (i) to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to *bodily injury* to any employee of the *insured* arising out of and in the course of his employment by the *insured* or to any obligation of the *insured* to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the *insured* under an *incidental contract*;

- (k) to *property damage* to

- (1) property owned or occupied by or rented to the *insured*,
- (2) property used by the *insured*, or
- (3) property in the care, custody or control of the *insured* or as to which the *insured* is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to *property damage* (other than to *elevator*) arising out of the use of an *elevator* at premises owned by, rented to or controlled by the *named insured*;

- (l) to *property damage* to premises alienated by the *named insured* arising out of such premises or any part thereof;

- (m) to loss of use of tangible property which has not been physically injured or destroyed resulting from

- (1) a delay in or lack of performance by or on behalf of the *named insured* of any contract or agreement, or
- (2) the failure of the *named insured's* products or work performed by or on behalf of the *named insured* to meet the level of performance, quality, fitness or durability warranted or represented by the *named insured*;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the *named insured's* products or work performed by or on behalf of the *named insured* after such products or work have been put to use by any person or organization other than an *insured*;

- (n) to *property damage* to the *named insured's products* arising out of such products or any part of such products;
- (o) to *property damage* to work performed by or on behalf of the *named insured* arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (p) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the *named insured's products* or work completed by or for the *named insured* or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

- (q) to *property damage* included within:

- (1) the *explosion hazard* in connection with operations identified in this Policy by a classification code number which includes the symbol "x",
- (2) the *collapse hazard* in connection with operations identified in this Policy by a classification code number which includes the symbol "c",
- (3) the *underground property damage hazard* in connection with operations identified in this Policy by a classification code number which includes the symbol "u"

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

- (a) if the *named insured* is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the *named insured* with respect to the conduct of such a business.
- (b) if the *named insured* is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the *named insured* is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the *named insured*) or organization while acting as real estate manager for the

named insured; and

- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of *mobile equipment* registered under any motor vehicle registration law,
 - (i) an employee of the *named insured* while operating any such equipment in the course of his employment, and
 - (ii) any other person while operating with the permission of the *named insured* any such equipment registered in the name of the *named insured* and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an *insured* under this paragraph (e) with respect to:

- (1) *bodily injury* to any fellow employee of such person injured in the course of his employment, or
- (2) *property damage* to property owned by, rented to, in charge of or occupied by the *named insured* or the employer of any person described in subparagraph (ii).

This insurance does not apply to *bodily injury* or *property damage* arising out of the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this Policy as a *named insured*.

III. LIMITS OF LIABILITY

Regardless of the number of (1) *insureds* under this Policy, (2) persons or organizations who sustain *bodily injury* or *property damage*, or (3) claims made or suits brought on account of *bodily injury* or *property damage*, the Company's liability is limited as follows:

Coverage A - The total liability of the Company for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the schedule as applicable to "*each occurrence*".

Subject to the above provision respecting "*each occurrence*", the total liability of the Company for all damages because of (1) all *bodily injury* included within the *completed operations hazard* and (2) all *bodily injury* included within the *products hazard* shall not exceed the limit of *bodily injury* liability stated in the schedule as "aggregate".

Coverage B - The total liability of the Company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "*each occurrence*".

Subject to the above provision respecting "*each occurrence*", the total liability of the Company for all damages because of all *property damage* to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of *property damage* liability stated in the schedule as "aggregate";

- (1) all *property damage* arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including *property damage* for which liability is assumed under any *incidental contract* relating to such premises or operations, but excluding *property damage* included in subparagraph (2) below;
- (2) all *property damage* arising out of and occurring in the course of operations performed for the *named insured* by independent contractors and general supervision thereof by the *named insured*, including any such *property damage* for which liability is assumed under any *incidental contract* relating to such operations, but this subparagraph (2) does not include *property damage* arising out of maintenance or repairs at premises owned by or rented to the *named insured* or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (3) all *property damage* included within the *products hazard* and all *property damage* included within the *completed operations hazard*.

Such aggregate limit shall apply separately to the *property damage* described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the *named insured*.

Coverage A and B - For the purpose of determining the limit of the Company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence*.

IV. POLICY TERRITORY

This insurance applies only to *bodily injury* or *property damage* which occurs within the *policy territory*.

PRODUCTS AND COMPLETED OPERATIONS LIABILITY INSURANCE COVERAGE PART

I. COVERAGE A – BODILY INJURY LIABILITY

COVERAGE B – PROPERTY DAMAGE LIABILITY

The Company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as damages because of

- A. *bodily injury* or
- B. *property damage*

to which this insurance applies, caused by an *occurrence*, if the *bodily injury* or *property damage* is included within the *completed operations hazard* or the *products hazard*, and the Company shall have the right and duty to defend any suit against the *insured* seeking damages on account of such *bodily injury* or *property damage*, even if any allegations of the suit are groundless, false or fraudulent, and make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgement or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgements or settlements.

Exclusions

This insurance does not apply:

- (a) to liability assumed by the *insured* under any contract or agreement; but this exclusion does not apply to a warranty of fitness or quality of the *named insured's products* or a warranty that work performed by or on behalf of the *named insured* will be done in a workmanlike manner;
- (b) to *bodily injury* or *property damage* for which the *insured* may be held liable
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes,if such liability is imposed
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the *insured* as an owner or lessor described in (2) above;
- (c) to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (d) to *bodily injury* to any employee of the *insured* arising out of and in the course of his employment by the *insured* or to any obligation of the *insured* to indemnify another because of damages arising out of such injury;
- (e) to loss of use of tangible property which has not been physically injured or destroyed resulting from
 - (1) a delay in or lack of performance by or on behalf of the *named insured* of any contract or agreement, or
 - (2) the failure of the *named insured's products* or work performed by or on behalf of the *named insured* to meet the level of performance, quality, fitness or durability warranted or represented by the *named insured*;but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the *named insured products* or work performed by or on the *named insured* after such products or work have been put to use by any person or organization other than an *insured*;
- (f) to *property damage* to the *named insured's products* arising out of such products or any part of such products;
- (g) to *property damage* to work performed by or on behalf of the *named insured* arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- (h) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the *named insured's products* or work completed by or for the *named insured* or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (i) to *bodily injury* or *property damage* arising out of discharge, dispersal, release or escape of smoke, vapors, soot, fumes,

acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

- (a) if the *named insured* is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the *named insured* with respect to the conduct of such a business;
- (b) if the *named insured* is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the *named insured* is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the *named insured*) or organization while acting as real estate manager for the *named insured*.

This insurance does not apply to *bodily injury* or *property damage* arising out of the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this Policy as a *named insured*.

III. LIMITS OF LIABILITY

Regardless of the number of (1) *insureds* under this Policy, (2) persons or organizations who sustain *bodily injury* or *property damage*, or (3) claims made or suit brought on account of *bodily injury* or *property damage*, the Company's liability is limited as follows:

Coverage A - The total liability of the Company for all damages, including damages for care and loss of services, because of *bodily injury* sustained by one or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the schedule as applicable to "each *occurrence*".

Subject to the above provision respecting "each *occurrence*", the total liability of the Company for all damages because of all *bodily injury* to which this coverage applies shall not exceed the limit of *bodily injury* liability stated in the schedule as "aggregate".

Coverage B - The total liability of the Company for all damages because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "each *occurrence*".

Subject to the above provision respecting "each *occurrence*", the total liability of the Company for all damages because of all *property damage* to which this coverage applies shall not exceed the limit of *property damage* liability stated in the schedule as "aggregate".

Coverage A and B - for all purpose of determining the limit of the Company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence*.

IV. POLICY TERRITORY

This insurance applies only to *bodily injury* or *property damage* which occurs within the *policy territory*.

SPECIAL CONDITIONS

The following Exclusions/Exceptions/Clauses/Warranties shall form part of the Policy and shall supersede any other similar Exclusions/Exceptions/Clauses/Warranties in the Policy.

Applicable to Comprehensive General Liability Insurance Coverage Part Only

COMPLETED OPERATIONS HAZARD AND PRODUCTS HAZARD EXCLUSION CLAUSE

It is hereby declared and agreed that notwithstanding anything stated herein to the contrary, the Comprehensive General Liability Insurance Coverage Part of this Policy does not apply to any losses or damage including any kind of consequential economic loss, directly or indirectly arising out of or relating to or resulting from *completed operations hazard* and/or *products hazard*.

Applicable to Products and Completed Operations Liability Insurance Coverage Part Only

BUSINESS RISK EXCLUSION

It is agreed that this insurance does not apply to *bodily injury* or *property damage* resulting from the failure of the *named insured's* products or work performed by or on behalf of the *named insured*, to perform the function or to serve the purpose intended by the *named insured*, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any *insured*; but this exclusion does not apply to *bodily injury* or *property damage* resulting from the active malfunctioning of such products or work.

CLAIMS MADE BASIS ENDORSEMENT

It is understood and agreed that

1. Coverage hereunder shall apply only in respect of claim(s) made against any *insured* during the policy period of this insurance stated in the declarations solely by reason of *bodily injury* or *property damage* which is included within the *completed operations hazard* or the *products hazard* sustained after the Retroactive Date stated below and of which immediate notice has been given in accordance with the Conditions herein provided always that at the effective date of this policy any Insured did not know or could not reasonably have foreseen that such *bodily injury* or *property damage* might be expected to be the basis of a claim or suit.
2. A claim made by a person, firm or corporation against any *insured* during the period of Insurance stated in the declarations, arising out of an occurrence, shall be deemed to have been so made solely on such claimant's behalf, and shall in no event be deemed a notice or claim made by any other person, firm or corporation against any *insured*, arising out of the same accident, within the terms of the coverage afforded by this policy.
3. No coverage shall be deemed afforded hereunder for any claim for such *bodily injury* or *property damage* which has or is alleged to have been caused to any extent or degree, directly or indirectly prior to the Retroactive Date of this policy.
4. If during the policy period any Insured shall first become aware of any circumstances which may subsequently give rise to a claim against any *insured* by reason of the *named insured's products* for which coverage would be afforded hereunder and if any *insured* shall during the policy period herein give written notice to the Company of such circumstances, any claim that may subsequently be made against any *insured* arising out of such products shall be deemed for the purpose of this insurance to have been made during the policy period stated in the declarations. Any *insured* shall cooperate fully with the Company as provided in the Conditions, and any investigation conducted by the Company or its representatives shall be subject to the terms set forth in this insurance.

Retroactive Date: As stated in the Policy Schedule

CLAIM SERIES CLAUSE

(To be applied in conjunction with the Claims Made Basis Endorsement)

Notwithstanding anything contained to the contrary herein, it is understood and agreed that:

1. 'A Claim Series Event' defined below shall be deemed as one whose date of loss shall be determined strictly on the basis set out below.
2. 'A Claim Series Event' means a series of two or more claims arising from one specific common cause which is attributable to one design and/or specification and/or formula in products and/or services supplied by one *insured*.
3. The date of occurrence of such 'A Claim Series Event' shall be deemed to be the date that the first loss of the series occurred and the date of claims-made of such 'A Claim Series Event' shall be deemed to be the date that the *insured* is first advised in writing of the first claim of the Claim Series Event which contributes to the Ultimate Net Loss applicable hereto, or the date that the written notice is given by or on behalf of the *insured* to the Company or any authorized agents, whichever is the first. In such circumstances the Company shall include each and every claim which could be taken into consideration for the purpose of establishing the date of loss.
4. Claims in 'A Claim Series Event' shall only be covered if such claims are made against the *insured* within 120 months of the first claim made in writing against the *insured*.

Applicable to All Coverage Parts

ASBESTOS EXCLUSION

Excluding all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:

- (a) asbestos, or
- (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

COMBINED SINGLE LIMIT ENDORSEMENT

It is agreed that:

The provisions of the policy captioned "III Limits of Liability" are amended to read as follows:

III Limits of Liability

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of *bodily injury* or *property damage* the Company's liability is limited as follows:

Coverage A & B – The Company's limit of liability under Coverages A & B, separately or in combination for all damages, shall not exceed the sum stated in the Schedule as "each occurrence."

Subject to the above provision respecting each occurrence:

The limit of the Company's liability shall not exceed the sum stated in the Schedule as "aggregate," in respect of all occurrences arising out of the *products hazard* and/or *completed operations hazard* as defined herein.

For the purpose of determining the limit of the Company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

CYBER LIABILITY EXCLUSION

It is hereby understood and agreed that this insurance shall not indemnify the *insured* in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the *insured's* own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.

DATE RECOGNITION EXCEPTION

There is no insurance under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
- (b) media or systems used in connection with any of the foregoing

whether the property of the *insured* or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation, the failure or inability to recognise capture save retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

- (i) recognising using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

ELECTROMAGNETIC FIELDS EXCLUSION

This Policy shall not indemnify the *insured* in respect of any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear components thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical, biological, bio-chemical or electromagnetic weapon.

PROFESSIONAL LIABILITY EXCLUSION

This Policy does not apply to or include legal liability arising out of breach of professional duty or wrongful or inadequate advice given separately for a fee.

PUNITIVE DAMAGES EXCLUSION

This insurance shall not apply to fines, penalties, punitive damages exemplary damages, treble damages, or any other damages resulting from the multiplication of compensatory damages.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

SISTERSHIP EXCLUSION CLAUSE

It is agreed that:

1. In case *bodily injury* or *property damage* occurs or is expected to occur, the *named insured* shall promptly withdraw, inspect, repair or replace the *named insured's* products or work completed by or for the *named insured* or of any property of which such products or work form a part or take all reasonable steps to prevent additional *bodily injury* or *property damage* arising out of the same or similar conditions where the initial *bodily injury* or *property damage* occurred.
2. If the *named insured* fails to take preventive measures mentioned in the above paragraph without any justifiable reason, this insurance does not apply to *bodily injury* or *property damage* arising from the same cause where the initial *bodily injury* or *property damage* occurs.
3. The Company shall not indemnify the *named insured* for any expense, whether or not spent by the *named insured*, for withdrawal, inspection, repair or replacement of the products (including the property containing any product as a part thereof) or any other expenses spent for other necessary measures taken to prevent any further loss.

ULTIMATE NET LOSS CLAUSE

Notwithstanding any provision contained in this Policy which is contrary to the following, it is agreed and understood that:

1. In regard of the application of "Limits of Liability", with respect to coverage A, B, Y or Z, or any combination thereof limits of liability of the Company shall be only for the ultimate net loss.
2. "Ultimate Net Loss" means the total sums defined as follows:
 - (a) all sums which the *insured* shall become legally obligated to pay as damages because of *bodily injury* or *property damage* to which this insurance applies caused by an *occurrence*.
 - (b) all expenses incurred by the Company, all costs taxed against the *insured* in any suit defended by the Company and all interest on the entire amount of any judgement therein which accrues after entry of the judgement and before the Company has paid or tendered or deposited in court that part of the judgement which does not exceed the limit of the Company's liability thereon.
 - (c) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this Policy, and the cost of bail bonds

required of the *insured* because of accident or traffic law violation arising out of the use of any vehicle to which this Policy applies, not to exceed S\$250.00 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds.

- (d) expenses incurred by the *insured* for first aid to others at the time of an accident, for *bodily injury* to which this Policy applies.
- (e) reasonable expenses incurred by the *insured* at the Company's request in assisting the Company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed S\$25.00 per day.

WAR & TERRORISM EXCLUSION

The insurance by this policy excludes:

death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism including but not limited to
 - (i) the use or threat of force, violence and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,

by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the *Insured*.

IMPORTANT—The Insured is requested to read this Policy. If any error or misdescription be found, the Policy should be returned to the issuing office for correction.