

PRODUCTS LIABILITY INSURANCE WORDING CLAIM MADE BASIS

(Issued in accordance with Decision No.24/2019-QĐHN-TMIV dated 22 July, 2019 by General Director of Tokio Marine Insurance Vietnam Company Limited)

Whereas the Insured by a proposal which shall be the basis of the Contract and be held as incorporated herein has applied to **the Tokio Marine Insurance Vietnam Company Limited** (hereinafter called the Company) for the indemnity hereinafter expressed and has paid or agreed to pay the first premium as consideration for or on account of such indemnity.

Now this Policy witnesses that subject to the terms, limits, exceptions, provisions, conditions and the Jurisdiction Clause contained herein or endorsed hereon the Company will indemnify the Insured against:

- A. All sums which the Insured shall become legally liable to pay for compensation in respect of any claim or claims which may be made against them during the period specified in the Schedule for
1. bodily injury to or illness or disease of any person;
 2. loss of or damage to property;
- caused by any defect in or the harmful nature of any goods (or the container thereof) supplied by the Insured in connection with the Business carried on by the Insured.
- B. All costs and expenses of litigation
1. recovered by any claimant against the Insured;
 2. incurred with the written consent of the Company;

in respect of a claim against the Insured for compensation to which the indemnity expressed in this Policy applies.

In the event of the death of the Insured, the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms limits exceptions provisions conditions and the Jurisdiction Clause of the Policy in so far as they can apply.

JURISDICTION CLAUSE

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 Territorial Limits specified in the Schedule nor to orders obtained in the said court for the enforcement of judgements made outside the Stated Territorial whether by way of reciprocal agreements or otherwise.

LIMITS OF INDEMNITY

The liability of the Company under this Policy for all compensation payable:

- a. to any claimant or any number of claimants in respect of or arising out of any one claim or in respect of or arising out of all claims of a series consequent on or attributable to one source or original cause shall not exceed the sum specified in the Schedule as the Limit of Indemnity (A),
- b. in respect of all injury, illness, loss and damage occurring during any one period of indemnity shall not exceed the sum specified in the Schedule as the Limit of Indemnity (B).

EXCEPTIONS

The indemnity expressed in this Policy shall not apply to:

1. liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement;
2. liability in respect of
 - a. injury to or illness of any person under a contract of labour or apprenticeship with the Insured if such liability is in respect of injury or illness arising out of and in the course of the employment of such person by the Insured, or
 - b. any sums payable by the Insured under legislation relating to occupational injury or illness or disease;
3. liability in respect of loss of or damage to property
 - a. belonging to the Insured,
 - b. in the charge or under the control of the Insured or any servant of the Insured;
4. liability in respect of injury illness loss or damage
 - a. caused by anything bought by the Insured on terms whereby the Common Law or statutory liability of the seller is qualified or limited,

- b. caused by any goods (or container)
 - (i) in the charge or under the control of the Insured,
 - (ii) supplied by the Insured in connection with the Business carried on by the Insured at any premises elsewhere than within the Socialist Republic of Vietnam;
- 5. liability incurred by the Insured as a result of
 - a. any defect in or the harmful nature of any goods intended to be supplied and supplied if such goods are in accordance with the design plan drawing specification or formula intended to be used and used by the Insured,
 - b. any defect in the directions or advice intended to be given and given by the Insured concerning the use or storage of any goods supplied by the Insured;
- 6. liability in respect of injury illness loss or damage happening before the Retroactive Date;
- 7. liability in respect of loss of or damage to any goods supplied by the Insured if such loss or damage is attributable to any defect in or the harmful nature of unsuitability of such goods;
- 8. liability directly or indirectly occasioned by or through or in consequence of
 - a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not),
 - b. civil war, mutiny, civil commotion, assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power,
 - c. martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege,
 - d. any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence or loot sack or pillage in connection with any of the aforementioned occurrences;
- 9.
 - a. liability directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission,
 - b. liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material;

CONDITIONS

1. Proposal form (if any), Policy Schedule/Certificate, Policy wording, and any endorsements arising therefrom 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 wording or of the Schedule shall bear such specific meaning wherever it may appear.
2. Notice of any claim for indemnity under this Policy shall be given by the Insured to the Company as soon as possible in writing with full details and as far as practicable no goods involved in such claims shall be altered repaired or destroyed until the Company shall have had an opportunity of inspecting such goods. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt.
3. The Insured shall not without the consent in writing of the Company repudiate liability, negotiate or make any admission, offer, promise, or payment in connection with any occurrence or claim to which this Policy applies and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
4. The Company may in the case of any claim or number of claims in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause pay to the Insured the maximum sum payable as compensation under this Policy in respect thereof (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims can be settled and the Company shall thereafter be under no further liability in respect thereof except for the payment of costs and expenses of litigation under clause (B) on the first page of this Policy incurred prior to the date of payment of such maximum sum or such lesser sum.
5. If the premium for this Policy has been calculated on any estimates furnished by the Insured the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record The Insured shall within one month from the expiry of each period of indemnity furnish to the Company such particulars and information as the Company may require The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.
6. If at any time of any occurrence or claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Company shall not be liable under this Policy to indemnify the Insured in respect of such occurrence or

claim except so far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.

7. If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within seven days give notice in writing to the Company from the date of change or when it comes to knowledge of the Insured (whichever come earlier), and shall pay such additional premium as the Company may require.
8. This Policy may be cancelled at any time by seven days' notice by registered letter from the Company to the Insured's last known address and in such event the Company will return a pro rata portion of the premium for the unexpired part of the Period of Indemnity.
9. The Insured shall take all reasonable precautions to prevent the supply of goods and/or containers which are not in good condition and fit for the purpose for which they are intended and shall exercise reasonable care that all legislation and all bye-laws and directions made by statutory or local authority are duly observed and complied with.
10. Any dispute arising out of or relating to this contract, shall, if it cannot be resolved on the basis of amicable negotiation, be settled by arbitration as specified in Arbitration clause of the Schedule.
11. The due observance and fulfilment of the Terms, Exclusions and Conditions of this Policy as well as the truth and completeness of all information and documents provided to the Company relating to this Policy (include but not limited to Proposal Form (if any), Claim Form, claim supporting documents as well as all other information provided), shall be conditions precedent to any liability of the Company to make any payment under this Policy. The Company may refuse the claim in full or in part by which the Company may be affected due to the Insured's non-compliance.

Memorandum attaching to and forming part of the Policy

1. This Policy shall not apply to liability in respect of any occurrence which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.
2. This Policy shall not apply to liability in respect of any injury, illness, or disease caused by or in connection with any clinical trials or test undertaken by or on behalf of the Insured.
3. The indemnity provided herein shall not apply to:
 - a. compensation for damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within the Stated Territorial Limits in the Schedule of the Policy,
 - b. costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Stated Territory in the Schedule of the Policy.
4. The total amount payable by the Company in respect of any claim which is the subject of indemnity under this Policy together with any costs and expenses of litigation arising therefrom shall not exceed the sum specified in the Schedule under Limit of Indemnity (A) and (B).
5. This Policy shall not apply to liabilities in respect of any occurrence caused by any commodity article or thing exported by or on behalf of the Insured to the United States of America or Canada.
6. **Discovery Option**

If the Insured has paid or agreed to pay the initial discovery option premium shown in the Schedule the Insured shall have the right to extend this Policy by the period shown in the Schedule as the discovery option period to indemnify claims made during such extension period (hereinafter referred to as Discovery Period) arising out of accidents which happened on or after the retroactive date but no later than the last day of the expiring period of insurance. All claims made during the Discovery Period shall be handled as if they were made on the last day of the expiring period of insurance and are subject to the terms and conditions of and endorsement to this Policy.

This option may only be exercised by the Insured if both of the following conditions apply:

- a. the Company has declined to renew this Policy on grounds other than
 - i. non-payment of premium by the Insured,
 - ii. non-acceptance of the Company's renewal terms by the Insured,
 - iii. non-compliance with the Policy terms conditions and/or endorsements,
 - iv. non-disclosure of a material fact(s);
- b. the Company receives written notification from the Insured of the Insured's intention to exercise this Discovery Option within 30 days prior to the expiry of this Policy and receives the agreed Discovery Option Premium shown in the Schedule within 30 days of the expiry of this Policy.

This Discovery Option once exercised cannot be cancelled by either the Insured or the Company.