



Liberty
Insurance®

Public Liability Terms & Conditions

Liberty General Insurance Berhad 197801007153 (44191-P)

Liberty Insurance Tower, CT9, Pavilion Damansara Heights, 3 Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur.
P.O. Box 11228, GPO Kuala Lumpur, 50740 Kuala Lumpur.
Tel: +603 2268 3333 **Website:** www.libertyinsurance.com.my
(Service Tax Registration No.: B16-1808-31015443)

PUBLIC LIABILITY POLICY

OPERATIVE CLAUSE

1.1 Whereas the Insured named in the Schedule hereto and carrying on the business described in the Schedule and no other for the purpose of this insurance, by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein, has applied to **LIBERTY GENERAL INSURANCE BERHAD** (hereinafter called "The Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium stated in the said Schedule as consideration for such insurance.

1.2 Now this Policy witnesseth that subject to the terms, exceptions, limits and conditions contained herein or endorsed hereon, the Company will indemnify the Insured against: -

(A) All sums which the Insured shall become legally liable to pay as damages or compensation in respect of:

- (1) Bodily injury to or illness of any person
- (2) Loss of or damage to property

Occurring within the Territorial Limits specified in the Schedule during the Period of Insurance as a result of an accident and happening or caused in connection with the business.

Business means:

- (i) The ownership, maintenance or use of the premises which are specified in the Schedule;
- (ii) Operations of the Insured which are specified in the Schedule including related activities;
- (iii) The provision and management of canteen, social, sports and welfare organisations for the benefits of employees;
- (iv) First aid, fire and ambulance services in relation to the above-mentioned premises and operations; and
- (v) Private work carried out by any employee of the Insured for any individual or organization qualifying as an Insured as specified in the Schedule.

With regard to directors or non-manual employees of the Insured who are normally resident within the Territorial Limits specified in the Schedule, the indemnity will extend to cover their activities within the scope of their duties whilst temporarily engaged elsewhere but excluding USA, its territories or possession or Canada.

(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 damages or compensation to which the indemnity expressed in this Policy applies.

1.3 Bodily injury means death, injury, illness or disease of or to any person and property damage means actual and/or physical damage to tangible property.

1.4 Accident means a fortuitous event or circumstances which is sudden, unexpected, and unintentional including resultant continuous, intermittent, or repeated exposure to substantially the same general harmful conditions arising out of the same fortuitous event or circumstances.

LIMITS OF INDEMNITY

2.1 Provided always that the liability of the Company for damage or compensation and all costs and expenses of litigation in respect of any accident or series of accidents occurring in connection with or arising out of one event shall not in the aggregate exceed the amount specified in the Schedule as the Limit of Indemnity per occurrence nor shall the liability in that aggregate in respect of all events occurring during the period of insurance exceed the amount specified in the Schedule as the Aggregate Limit of Indemnity for the Period of Insurance.

2.2 All bodily injury and property damage during the policy period resulting from an occurrence shall be deemed to have taken place wholly during the Period of Insurance in effect at the time of the commencement of the first of such bodily injury or property damage resulting from such occurrence.

EXCLUSIONS

3. This insurance does not apply to:

- (a) Bodily injury or property damage arising out of deliberate, willful or intentional non-compliance with any statutory provisions or disregard of the Insured's technical or administrative management instructions relating to safety and prevention of accidents.
- (b) Bodily injury or property damage expected or intended from the standpoint of the Insured. This exclusion does not apply to bodily injury resulting from the use of reasonable force to protect persons or property.
- (c) Bodily injury or, property damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular rising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
- (d) Bodily injury or property damage arising out earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone, or other similar convulsions of nature and at atmospheric disturbance.
- (e) Bodily injury or property damage or any legal liability of any nature directly or indirectly caused by or contributed to or arising from:
 - (i) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component thereof;

- (iii) Any nuclear reactor, nuclear power station or plant, premises or facilities whatsoever related to or concerned with the production of nuclear energy or the production or storage or handling or nuclear fuel or nuclear waste; or
 - (iv) Any other premises or facilities eligible for insurance by any local nuclear pool and/or association.
- (f) Bodily injury or property damage for which the Insured is obligated to pay compensation by reason of the assumption of liability in a contract or agreement which liability would not attach in the absence of such contract or agreement.
- (g) Any obligation of the Insured under laws relating to workmen's compensation, disability benefits, occupational injury or illness, unemployment compensation or any similar law.
- (h) Bodily injury to an employee of the Insured or other person under contract of service or apprenticeship with the Insured arising out of and in the course of the relationship with the Insured or the Insured's own family.
This exclusion applies whether the Insured may be liable as an employer or in any other capacity; and to any obligation to share compensation because of the injury.
- (i) Bodily injury or property damage caused by or in connection with or arising from the ownership, possession or use by or on behalf of Insured of any trailer or motor vehicle for which compulsory motor liability insurance is required to be taken. However, this exclusion does not apply to liability in respect of the loading, unloading or collection of goods on to or from such trailer or motor vehicle.
- (j) Bodily injury or property damage arising out of the ownership, maintenance, use, operation, loading, unloading or entrustment to others of any aircraft or watercraft owned or operated by or renter or loaned to the Insured.
- (k) Bodily injury or property damage arising out of the transportation of materials and/or hazardous/dangerous/noxious substances outside the Insured's premises.
- (l) Bodily injury or property damage arising out of the rendering of or failure to render any service of a professional nature, including but not limited to, the rendering of or failure to render.
- (i) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith;
 - (ii) Any service or treatment intended to be conducive to health;
 - (iii) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
 - (iv) Professional services by architects, engineers, accountants, surveyors, lawyers, insurance agents or brokers; or
 - (v) Data processing service
- (m) Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release, seepage or escape of pollutants, or any loss, cost or expense arising out of any direction of request, whether governmental or otherwise, that the Insured evaluate, test for, monitor, clean up, remove, control, contain, treat, de-toxify or neutralize pollutants.
- (n) Bodily injury or property damage arising out of asbestiform talc, asbestos, diethylstilbestrol, dioxin, intra-uterine device, oral contraceptive, swine-flu vaccine, tobacco or tobacco products, urea formaldehyde, or any liability due to the effects of acquired immune deficiency syndrome or hepatitis B.
- (o) Any liability arising out of loss of pure financial nature such as loss of goodwill or loss of market.
- (p) Any liability arising out of all personal injuries such as libel, slander, defamation, false arrest, wrongful eviction, wrongful detention any mental injury anguish or shock resulting therefrom.
- (q) Any liability arising out of infringement plans, copyright, patent, trade name, trademark, registered design.
- (r) Any liability in respect of fines, penalties, punitive damage, exemplary damages, treble damages, or any other damages resulting from the multiplication of compensatory damages.
- (s) Property damage to Insured's product arising out of it or part of it.
Insured's product;
- (i) Means any goods or products, other than real property, manufactured, sold, handled distributed or disposed of by the Insured;
Others trading under the Insured's name; or a person or organization whose business or assets the insured has acquired;
 - (ii) Means containers (other than motor vehicles), materials, parts of equipment furnished in connection with such goods or products;
 - (iii) Includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in the first two subdivisions of this section and instruction or advice on the nature, use or storage of the Insured's products provided by or on behalf of the Insured; and
 - (iv) Does not include vending machines or other property rented to or located for the use of others but not sold.
- (t) Property damage to the Insured's work arising out of it or any part of it.
Insured's work;
- (i) Means work or operations performed by or on behalf of the Insured;
 - (ii) Means materials, parts or equipment furnished in connection with such work or operations; and
 - (iii) Includes warranties or representations made at any time with respect to the fitness quality durability, or performance of any of the items include in (i) or (ii) above, and instructions or advice on the nature, use or storage of the Insured's work provided by or on behalf of the Insured.
- (u) Liability claimed for any loss, cost or expenses incurred by the Insured or others for the loss of use withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of the insured's product, or the Insured's work; if such product or work is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.
- (v) Bodily injury or property damage occurring away from the premises owned or rented by the Insured and arising out of the Insured's product or the Insured's work except;

- (i) Products that are still in the Insured's physical possession; or
 - (ii) Work that has not yet been completed or abandoned.
- (w) Property damage to;
- (i) Property owned, rented or occupied by or in the custody and control of the Insured or any servant or agent of the insured or any member of the insured's family .
 - (ii) Premises the Insured sells, gives away or abandons, if the property damage arises out of any part of these premises;
 - (iii) Property loaned to the Insured;
 - (iv) Personal property being loaded or unloaded (onto or from any aircraft, watercraft or motor vehicle) by the Insured if the property damage arises out of the loading or unloading;
 - (v) That particular part of any property on, at or with which the Insured or any contractors or sub-contractors working directly or indirectly on the Insured's behalf are performing operations, if the property damage arises out of those operations; or
 - (vi) That particular part of any property that must be restored, repaired or replaced because the Insured's work was incorrectly performed on it.
 - (vii) Property damage to land, buildings or other structure caused by vibrations, pile-driving, subsidence, or demolition or resulting from removal or weakening of support or claims arising in consequence of such property damage.
- (x) Any liability of contractors and/or subcontractors and/or their employees, with or without the knowledge and/or consent of the Insured, unless in prior agreement between the Insured and The Company and specifically included or endorsed herein.
- (y) Any liability whatsoever arising directly or indirectly as a consequence of the willful or professional negligence of the Insured.
- (z) Work which is being undertaken or has been undertaken by the Insured to any watercraft, aircraft or thing made or intended to float on or in travel through water or space.

PERSON INSURED

- 4.1 The indemnity provided hereunder also extends to protect:
- (1) Where the Insured is an individual, the Insured and the Insured's spouse, but only with respect to the contract of the Insured's business.
 - (2) Where the Insured is a partnership or joint venture, the Insured's member, partners in the Insured partnership or joint venture, and their spouses but only with respect to the conduct of the Insured's business; or
 - (3) Where the Insured is an organization other than a partnership or joint venture, the Insured's executive officers and directors but only with respect to their duties as the Insured's officers or directors. The Insured's stockholders are also protected but only with respect to their liability as stockholders are also protected but only with respect to their liability as stockholders.

Provided however, that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

- 4.2 Each of the following is also an Insured:
- (1) The Insured's employees, other than the Insured's executive officers, but only for acts within the scope of their employment by the Insured. However, none of these employees is an Insured for: -
 - Bodily injury to the Insured or to a co-employee while in the course of his or her employment; or
 - Bodily injury arising out of his or her providing or failing to provide professional health care; or
 - Other professional services; or
 - Property damage to property owned or occupied by or rented or loaned to that employee, any of the Insured's other employees or any of the Insured's partners or members in case of partnership or joint venture.
 - (2) Any person or organization having proper temporary custody of the Insured's property if the Insured dies, but only with respect to liability arising out of the maintenance or use of that property and until the Insured's legal representative has been appointed.
 - (3) The Insured's legal representative if the Insured dies, but only with respect to duties as such. That representative will have all the Insured's rights and duties under this Policy.
- 4.3 No person or organization is an Insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a named Insured in the Schedule.
- 4.4 Each person or party indemnified hereunder is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to the Company's total liability not exceeding the limits of Indemnity stated in the Schedule regardless of the number of: -
- (i) Insured;
 - (ii) claims made or suits brought; or
 - (iii) persons or organization making claims or bringing suits.

INDEMNITY TO PRINCIPAL

5. If any claim shall be made against any Principal with whom the Insured shall have entered into a contract, for bodily injury or property damage and if such claim would have been admissible under this Policy if made against the Insured direct, then in such a case the Company will subject to the limits, terms and conditions of this policy, indemnify the Principal against his legal liability for such claims provided that:
- (i) The Company shall retain solely the conduct and control of the claim, and
 - (ii) The Company shall not be liable to grant indemnity hereunder when the Principal has himself or by his employees or agents been guilty of any negligence or other default.

EXCESS

6. The Company will be liable for damages or compensation and related costs and expenses of litigation payable under the terms and conditions of this policy, only to the extent the aggregate of such amounts arising out of one occurrence exceeds the amount of Excess specified in the Schedule. The Insured shall bear for his own account the damages and compensation and related costs and expenses up to the amount of the said Excess per occurrence.

JURISDICTION CLAUSE

7. The Indemnity expressed in this Policy shall not apply to or include: -
- (a) Compensation for damages in respect of judgements not in the first instance delivered or obtained from a Court of competent jurisdiction within Malaysia.
 - (b) Costs and expenses of litigation recovered by claimants from the Insured which are not incurred in and recoverable in Malaysia.

CONDITIONS

- 8.1 This Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule, shall bear such meaning wherever it may appear.
- 8.2 Condition Paramount: The due observance and fulfilment of the terms and conditions of this policy in so far as they relate to anything to be done or not to be done by the Insured: and the truth of all statements and information supplied to the Company by the Insured will be conditions precedent to any liability of the Company to make any payment under this Policy.
- 8.3 Every notice or communication to be given or made under this policy shall be delivered in writing to the Company by the Insured at the address shown in the Schedule as the case may be. If notice is mailed, proof of mailing shall be sufficient proof of notice. Notice to agent does not constitute notice to the Company.
- 8.4 All statements made in the proposal for this Policy and any material submitted therewith or required thereby are the basis of this Policy. The Insured shall give notice immediately of any fact, event or circumstances which materially changes the aforesaid information, and the Company may amend the terms of this Policy where it deems it appropriate.
- 8.5 This Policy contains all the agreements between the Insured and the Company concerning the insurance afforded. The Insured first named in the Schedule is authorised to make changes in the terms of this policy with the Company's consent. This Policy's terms can be amended or waived only by endorsement issued by the Company and made a part of this policy.
- 8.6 The Company may examine the Insured's books and records in so far as they relate to this insurance at any time until three years expiry of the policy or one year after the final settlement of all claims arising under the policy, whichever be later. The Company may also at any time make an inspection or survey of the business without undertaking any responsibility to do so or as a consequence thereof.
- 8.7 The Insured shall take all reasonable care to prevent accidents and shall maintain the premises, plant and everything used in the insured business in proper repair, employ only competent employees and comply with all statutory obligations and regulations imposed by any authority. The Insured shall forthwith make good or remedy any defect or danger which becomes apparent, take reasonable action at its own expense to trace, recall, or modify any product containing such defect or danger, and take such additional precautions as the circumstances may require.
- 8.8 Where any part of the premium is calculated on estimates, the Insured shall within one month from the expiry of each period of insurance furnish such details as the Company may require and the premium for such period shall be adjusted to any minimum premium stated in the Schedule.
- 8.9 If at the time any claim arises under this Policy there be any other insurance covering the same liability, then the company shall not be liable under this Policy to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
- 8.10 Either party may cancel this Policy by giving at least fourteen (14) days' notice in writing by registered post. Where the Company cancels the Policy, it shall allow refund of a pro-rata proportion of the premium subject to adjustment in terms of Condition 8.8 above. Where the Insured cancels the Policy, the Company may allow refund of a part of the premium after retention of the premium for time on risk at the Company's short period rating scale provided that there has been no occurrence during the currency of the policy which may result in a claim.
- 8.11 (A) The Insured must notify the Company immediately (in any event, not more than fourteen (14) days) of an occurrence which may result in a claim.
Such notice should include: -
- (i) How, when and where the occurrence took place;
 - (ii) The names and addresses of any injured persons and witnesses; and
 - (iii) The nature and location of any injury or damage out of the occurrence.
- (B) The Insured must: -
- (i) notify the Company of any impending prosecution, inquest or fatal accident inquiry;
 - (ii) give prompt notice to Company of any claim or suit brought against the Insured;
 - (iii) immediately (in any event, not more than fourteen (14) days) send to the Company copies of any demand letter, writ, claim, process, notice, summons or legal paper received in connection with the claim or suit;
 - (iv) retain unaltered and unrepaired any machinery, plant, appliances, or things in any way causing or connected with any event which might give rise to a claim under this Policy for such time as the Company may reasonably require.
- 8.12 (A) No admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. Upon the Company's request the Insured must:
- (i) authorize the Company to obtain records and other information;
 - (ii) cooperate with the Company in the investigation, settlement or defence of the claim or suit; and
 - (iii) assist the Company in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.
- (B) The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured, the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim, may relinquish the same. All amounts expended by the Company in the defence, settlement or payment of any claim will reduce the Limits of Indemnity in accordance with Clause 2 above.

In the event that the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right, will serve to modify or expand in any manner the Company's liability or obligations

under this Policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.

- 8.13 The Company may in the case of any claim or number of claims in respect of or arising to of any occurrence pay to the Insured the amount of the Company's applicable limit of indemnity or any lesser amount for which the claim or claims can be settled, and the Company will thereafter be under no further liability in respect thereof.
- 8.14 If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 8.15 The Company shall not be liable to make any payment under this Policy in respect of any claim shall be in any manner fraudulent or supported by any statement or device whether by the Insured or by any person on behalf of the Insured and if the insurance has been continued by or on behalf of the Insured.
- 8.16 All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator, to the decision of two arbitrators one to be appointed in writing by each of the parties one calendar month after having been required in writing so to do by either of the parties, or in case the arbitrators do not agree, of an Umpire appointed in writing by the arbitrators before entering upon the reference. The Umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Company. The cost of and connected with the arbitration shall be in the discretion of the arbitrator, arbitrators, or Umpire. The seat of arbitration shall be Kuala Lumpur and the laws of Malaysia shall apply to the arbitration.
- 8.17 In the event of any payment under this Policy, if the Insured has rights to recover all or part of any payment the Company has made under this Policy, those rights are transferred to the Company to the extent of its payment. The Insured must do nothing to impair such rights. At the Company's request the Insured will bring suit or transfer those rights to the Company and help the Company to enforce them.
- 8.18 The Insured's rights and duties under this Policy may not be transferred without the Company's written consent except in the case of death of an individual named Insured.

AVENUE TO RESOLVE YOUR INSURANCE COMPLAINT

If you are not satisfied with our response or decision, you may submit your complaint to the avenue below.

Kindly check with Our Company's Complaints Unit on the proper avenue for dealing with Your Complaint.

- a) **Complaints Management Unit**
Liberty General Insurance Berhad
Customer Service Executive, Customer Contact Centre
Liberty Insurance Tower,
CT9, Pavilion Damansara Heights,
Jalan Damanela,
Pusat Bandar Damansara,
50490 Kuala Lumpur.

Tel. No. : +603 2268 3333 (General Line) or 1 300 88 8990
Email : customer@libertyinsurance.com.my
Website : www.libertyinsurance.com.my

- b) **Financial Markets Ombudsman Service (FMOS)**
(formerly known as Ombudsman for Financial Services)
Level 14, Main Block,
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur
Company No : 200401025885
General Line : +603 2272 2811
Website : www.fmos.org.my

- c) **BNMLINK**
Bank Negara Malaysia
4th Floor, Podium Bangunan AICB, No.10, Jalan Dato' Onn,
50480 Kuala Lumpur.
e-Link: bnm.gov.my/BNMLINK
Website: www.bnm.gov.my

The benefit(s) payable under this eligible policy is protected by PIDM up to limits. Please refer to PIDM's TIPS Brochure or contact Liberty General Insurance Berhad or PIDM (visit <http://www.pidm.gov.my>).