



## **PRODUCTS LIABILITY COVER**

**Policy No.**

### **Insurance Agreement:**

The insurer will indemnify the insured against all sums which the insured shall become legally liable to pay for compensation, and any costs and expenses incurred with the written consent of the Company in respect of any occurrences reported to the company during the Policy period and up to two years after the expiry of such period to which this Policy applies and in connection with the Business of insured, subject to the terms, exclusions and limits as stated hereunder.

### **Insured Occurrences**

Bodily Injury to or illness or disease of any person. Or loss of, or physical damage to physical property caused by any commodity or good sold, supplied, installed, erected repaired, altered, or treated by the Insured, and occurring during the Policy period elsewhere than on the Insured's premises.

### **Limit of Indemnity**

#### **a. Any One Occurrence**

The liability of the company for all compensation payable to any claimant, or number of claimants in respect of any one occurrence, or all occurrences of a series consequent on one original cause shall not exceed the sum stated in the Schedule as the Limit of Indemnity for all one occurrence.

#### **b. Any One Period**

The liability of the Company for all compensations payable in respect of all occurrences during any one period of indemnity shall not exceed the sum stated in Schedule as the limit of indemnity for any one Policy Period.

### **Deductibles**

In limitation of article (9) of General Conditions, it is hereby agreed that the deductible is not applicable in respect of claims for bodily injury.



## GENERAL CONDITIONS

1. The General Conditions, Special Conditions, Exclusions, Endorsements and Schedule shall be read together as one policy and any word or expression with a specific meaning in any part of this policy shall bear that meaning wherever it may appear. Any changes, alterations of or amendments to the policy are only valid if made in writing and duly signed by the Company and the insured.
2. The due observance and fulfillment of the terms, provisions and conditions by the insured and the truth and completeness of statements made in the proposal form or otherwise (which shall be the bases of this contract and held to be incorporated herein) shall be conditions precedent to any liability of the company.
3. In absence of a special agreement, the full amount of the premium for each policy year is due and payable to the Company within Fourteen (14) days after the inception date of each policy year. Adjustment premiums are due and payable on notice to the insured first named in the schedule.

The insured shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the Company to inspect such record for up to two years after expiry of the policy and following the expiry of each period of insurance shall supply within one month from expiry to the Company a correct statement so that the premium for this period can be calculated. Should the insured failed to provide the required information in time, the Company has the right to charge twice the deposit premium as the final premium.

4. This Policy may be cancelled by the insurer within Sixty (60) days after an Indemnification or claim being paid by the Company or the refusal to pay such an indemnification or claim or in case of a substantial aggravation of risk by sending to the insured's last known address a Thirty (30) days notice by registered mail and giving a pro rata premium refund.

This Policy may be cancelled at any time by the insured at thirty (30) days notice to the Company and in such event, provided no claim has arisen during the then current period of insurance, the annual premium for the policy year will be refunded on the following basis:-

Months in Force	Percentage of Annual Premium Refunded
One or Less	75%
Three or less	50%
Six or Less	25%
More than Six	0%



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5. The insured shall give notice in writing of any change in respect of the risk, Especially of every aggravation and of any claim made against the insured or any act or circumstance or occurrence which gives or might give rise to a claim under the policy and of any impending prosecution, inquest, fatal injury or civil proceedings in connection with any occurrence within Seven (7) days as of his knowledge thereof.

The insured shall without charge to the company, give to the Company all such assistance in his power as the Company may require to investigate the insured's or/and its own liabilities and to secure their rights and remedies, and at the Company's request, shall execute all documents necessary to enable the Company effectively to bring suit in the name of the insured, including the execution and delivery of the customary form of loan receipt.

6. The Geographical scope of cover shall be the national territories of Jordan, Iraq, Libya and Lebanon.

Claims resulting from decisions of courts not established in one of these countries are not covered unless the same claim would have led to at least the same amount of indemnity before a local court in application of local law.

7. The insured will take all reasonable care to prevent loss and maintain the premises, plant and everything used in connection with the insured risk in proper repair, to employ only competent employees, and to comply with all statutory obligations and regulations imposed by and authority. The insured will forthwith make good or remedy any defect or danger or condition likely to give rise to an incident which becomes apparent, take reasonable action at its own expense to prevent such defect, danger or condition from causing loss and take such additional precautions as the circumstances may require. The Company may, at any reasonable time inspect any property, and in the event of any defect or danger being apparent, the Company may give written notice to the insured when all liability of the Company arising from such defect or danger shall be suspended.
8. If at the 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 in case of any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.



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9. The insured will bear an uninsured deductible as stated in the schedule in respect of each and every loss. Loss is to be defined as payment of indemnity or of expenses.
  
10. No admission of liability or offer, promise, or settlement, or any payment, or incurring of costs, or expenses in connection therewith, shall be made without the company's written consent.

As far as practicable no alteration, cure or repair shall be carried out until the Company has had an opportunity of investigating.

The Company shall be entitled, at its discretion, to make over and conduct in the name of the insured the defense or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons.

Except where agreed upon differently in the policy, the insured accepting any payment of indemnity from the insurer under the policy automatically cedes to the extent of the insured payment, all rights of subrogation or remedies to the insurer. However, the Company shall not exercise any such rights against any employee of the insured unless the claim has been brought about or contributed to by any dishonest, fraudulent, criminal or malicious act or omission of the employee.

The Company may pay to the insured the maximum sum payable under this policy in respect of any occurrence or any loss and for which the claim or claims arising from such occurrence can be settled, and the Company shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.



**EXCLUSIONS**

1. Loss, damage or bodily injury which results from a deliberate or willful act or omission of the insured, of persons he is responsible for or of a beneficiary, and which results could reasonably have been expected by the insured or the beneficiary having regard to the nature and circumstances of such act or omission, except cases where these persons act in an attempt to save human life or minimize damage covered under the policy.
2. Loss, damage or bodily injury as direct or indirect consequence of war, invasion, act of foreign enemy, hostilities (whether war being declared or not), strike, riot, civil war, rebellion, revolution, insurrection, military or usurped power, terrorism or sabotage.
3. Loss, damage or bodily injury of whatsoever nature directly or indirectly caused by, or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Legal liability for loss, damage or bodily injury as a direct or indirect consequence of natural hazards or acts of God.
5. Fines, penalties, punitive, exemplary or multiplied compensatory damages.
6. Obligation of the insured under worker's compensation, disability benefits or unemployment compensation law or any similar law.
7. Legal liability for loss of, or damage to property belonging to, or not belonging to, but worked upon by, or under the care, custody or control of the insured or of, any person employed by or working for the insured.
8. The legal liability under this policy does not consider the following as third parties.
  - a) All persons insured under this policy, their wives, parents and all descendants of their parents,
  - b) All persons employed by, or working for, or under a contract of services, or apprenticeship with the insured in respect of liability arising out of, or in connection with their employment or contract.
  - c) Any person in his capacity as director, officer, partner, stockholder or similar management, or proprietorship position in respect of the insured, firm, company or entity.



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- d) Any corporation, firm or person having directly or indirectly any controlling, or proprietary interest in, or being controlled by, or sharing common officers or directors with, the insured first named in the Schedule.

This refers also to claims by any Government or other Authority for compensation or reimbursement of bodily injury payments to above persons.

9. This Policy shall not apply to any liability in respect of:

- a) Recall, removing, repairing, replacing, reinstating or the cost of or reduction in value of any commodity or good supplied, installed or erected by the insured, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.
- b) Property damage caused by loading or unloading, by or to any vehicle, trailer, vessel, watercraft or aircraft.
- c) Bodily injury or damage of any nature arising out of mining, processing, manufacturing, distributing, storage, and/or removal of pure asbestos, and/ or products containing asbestos, or the use of such products.
- d) The insured's duty to fulfill a contract with due diligence or liability resulting out any express guarantee, or warranty given by the insured that would not have attached in absence of such guarantee or warranty (Contractual Liability).
- e) The non-compliance with any time limits.
- f) Any financial loss not resulting from any property damage or bodily injury (pure financial loss).