



QBE INSURANCE (MALAYSIA) BERHAD
(161086 - D - A member of the worldwide QBE Insurance Group)
No. 638, Level 6, Block B1, Leisure Commerce Square
No. 9, Jalan PJS 8/9,
46150 Petaling Jaya, Malaysia
Tel: 03 7861 8400 Fax: 03 7873 7868
SST No.: B16-1808-31042744

Combined General Liability
POLICY SCHEDULE
Renewal

Date of issue 23/03/2019

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STAMP DUTY PAID

Policy Number
45-L0031613-PLB-R003

Period of Insurance
24/02/2019 to 23/02/2020

Account Number
02100404

BIO LIFE SOLUTIONS SDN BHD
LOT 6, JALAN RIA 3
KAWASAN PERINDUSTRIAN RIA
BATU 18, OFF JALAN SEMENYIH
KAJANG
SELANGOR 43000

This policy is issued/renewed from information you have disclosed. If there are any material changes during the period of this cover, please inform us.

The Insured : BIO LIFE SOLUTIONS SDN BHD,
APB STANDARD SDN BHD,
BIO LIFE NEUTRACEUTICALS SDN BHD

Risk Details **Product Liability** **Risk No 0001**

Business Manufacturer of Supplement Products
Premises Lot 6, Jalan Ria 3, Kawasan Perindustrian Ria,
Jalan Semenyih, 43000 Kajang, Selangor.
Territory Limits Worldwide excluding USA/Canada
Excess MYR10,000 on each and every claim
Indemnity Limits (MYR)
Limit any one occurrence 2,000,000.00
Limit any one period 2,000,000.00

Other Information

Jurisdiction :
Worldwide excluding USA/Canada

Products :
Addwell Green Fiber & Product list lodged with the Company

Turnover :
MYR12,000,000.00

Additional Exclusions/Warranties :

1. Warranted that insured products are in full compliance to mandatory/voluntary standard of the relevant countries and other applicable regulations where the insured products is distributed to.
2. Warranted full compliance to Mandatory Regulations and by-laws in relations to the Insured occupation.
3. Warranted that the insured products are manufactured in full compliance to guidelines.
4. **Product Safety Warranty**
Warranted that the insured products are in full compliance to US mandatory/voluntary safety standards and other applicable regulations of the relevant countries where the insured products are distributed.
5. **Efficacy Clause (General)**

This Policy does not cover any liability arising directly or indirectly from or caused by, contributed to by or arising out of the failure of any Product to correctly fulfil its intended use or function and/or meet the level of performance, quality, fitness or durability warranted or represented by the Insured.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

6. Product Recall Expenses Extension Limit : MYR200,000.00 any one occurrence and in the aggregate
Excess : MYR 10,000.00 each and every claim

7. Professional Liability (Total) Exclusion

(a) The rendering of or failure to render professional advice or service by You or any error or omission connected therewith

(b) Personal Injury or Property Damage arising directly or indirectly out of or caused by Your advice, design, formula or specification.

8. Design/Specification Exclusion

This Policy does not cover liability in respect of Personal Injury or Property damage caused by or arising out of the nature, condition or quality of the Insured's products which nature, condition or quality result from the use of any design, formula, specification, plan or pattern.

Other than as amended above, the terms, conditions and exclusions of this Policy shall continue to apply.

9. Exclude All Ethical Drugs Products

This Policy does not cover liability in respect of claims arising directly or indirectly out of or in connection with the sale or supply of any prescription drugs or goods by or on your behalf.

10. Genetically Modified Organisms (GMO) Total Exclusion

This Policy does not cover any claims or losses arising directly or indirectly from Genetically Modified Organisms ("GMOs")

For the purposes of this exclusion GMOs shall mean and include;

organisms or micro-organisms or cells, or the organisms or micro-organisms, cells or cell organelles, from which they have been derived, which have been subject to a genetic engineering process which resulted in their genetic change

and shall also mean and include

every biological or molecular unit with self replication potential or biological or molecular unit with self replication potential from which they have been derived, which has been subject to a genetic engineering process which resulted in its genetic change.

In the event that the definition of GMO under the applicable laws and/or official regulations relating to genetic engineering or modification in any state, territory or jurisdiction in which a claim is made is wider than the foregoing then such wider definition shall be incorporated into this definition in addition to the foregoing.

11. Clinical Trial Exclusion

This Policy does not cover liability in respect of Personal Injury or Property Damage directly or indirectly caused by, contributed to by or arising out of any clinical trial activities performed by You or on Your behalf.

12. Illegal Drugs Exclusion

This Policy is amended as follows:

This Policy shall not apply to any claim or claims in respect of Loss or Losses for Personal Injury and/or Property Damage arising out of, resulting from, contributed to or caused by the use or consumption of illegal, illicit and/or recreational drugs.

13. Pharmaceutical List Exclusion (as per list attached)

14. Unknown or Banned Ingredients Exclusion

This Policy does not cover any liability caused by, contributed to by or arising from any ingredient (medical, herbal or other) included in or forming part of the Insured's product which is not intended to form part of the Insured's product or has not been identified in the Insured's product label. This exclusion also applies to any liability arising from banned or illegal ingredients (medical, herbal or other) that are included in the Insured's product regardless of being named on the label.

NOTICE TO THE INSURED :

This is a claims made Endorsement.

1. RECALL EXPENSES OPERATIVE CLAUSE

1.1 Notwithstanding Exclusion 16 of this Policy, the Company will indemnify the Insured for the Expenses incurred for the recall of any Product(s) as a result of a decision first made by the Insured and reported in writing to the Company during the Period of Insurance that it is necessary (which, in the event of a dispute between the Insured and the Company as to the necessity, shall be determined in accordance with Clause 4.1 of this Endorsement) to recall such Product(s) because their use or consumption may cause the Insured to incur a liability to pay compensation for which indemnity would be provided by Clause 1.1 of this Policy.

1.2 For the purpose of this Endorsement, Expenses shall mean the reasonable and necessary Financial Outlay incurred by the Insured in arranging for the return of the Product(s) or any part thereof:

1.2.1 to the Insured's premises; or

1.2.2 to the premises of the manufacturer (or manufacturer's nominated agent).

"Financial Outlay- means the cost of correspondence, newspaper and magazine advertising, radio or television transportation costs, packaging and temporary storage charges if necessary, to avoid Injury and/or Damage.

2. LIMIT OF INDEMNITY

2.1 The Company's liability under this Endorsement shall not exceed MYR2,000,000 claim or series of claims arising out of one originating cause and MYR2,000,000 in the aggregate during any one Period of Insurance. Furthermore, this Limit of Indemnity shall apply inclusive of Defence Costs, and Defence Costs shall not be payable in addition to the Limit of Indemnity.

2.2 The Company shall not be liable under this Endorsement for the first MYR10,000 of each claim or series of claims arising out of one originating cause.

3. EXCLUSIONS

The Company shall not be liable for:

3.1 the costs of examination, repair, alteration, treatment, replacement, destruction or disposal of any Product(s) or any part thereof.

3.2 any Expenses arising from a decision to recall any Product(s);

3.2.1 forced upon the Insured by any government or public authority and which the Insured would not have made but for the intervention of the said government or public authority.

3.2.2 solely as a result of the Product(s) having been mis-delivered or mis-directed by or on the Insured's behalf.

3.2.3 where recall is brought about due to exposure to weather or due to external loss or damage or gradual deterioration. This exclusion 3.2.3 shall not apply where a defect in the Product(s) is merely exacerbated by exposure to weather or the passage of time.

3.2.4 which have not yet left the Insured's custody

3.3 any claim or claims directly or indirectly caused by, contributed to, by or arising out of the insolvency or bankruptcy of the Insured.

3.4 any liability incurred as a result of the disclosure by the Insured of the existence of this cover in any advertising material, information or data sheets or similar documentation supplied by the Insured.

3.5 any recall arising out of facts or circumstances of which the Insured is or was aware or ought reasonably to have been aware at the commencement of the Period of Insurance whether notified under any other insurance or not.

3.6 any import duties or Customs or Excise charges or Value Added Tax incurred or payable before the delivery of the Product(s) to the Insured.

3.7 claims arising out of deliberate product contamination or alleged deliberate product contamination.

3.8 Expenses incurred for the recall of any Product(s) which were supplied by the Insured prior to 24/02/2016. For the purpose of this Exclusion 3.8, the date of supply is deemed to be the date that the Product(s) first leave(s) the Insured's physical possession or control.

3.9 claims arising from the use of the Products which are manufactured or distributed, with the knowledge of the Insured, with substances which have been prohibited or deemed unsafe or have had warnings attached to their use by domestic or foreign governmental bodies unless the concentration of such substances is within the levels of tolerance stipulated in the territory where the Occurrence arising from the Products takes place. This Exclusion does not apply when the Insured did not know or could not reasonably have known of such restrictions at the time of manufacture and sale.

3.10 where the Insured has deliberately caused the loss or having knowledge of the defective or noxious nature of the Product(s), has not taken reasonable steps to avoid or to minimise the loss.

3.11 claims arising out of losses for Products whose use or effect with regard to the specific purpose for which they were to be used was not sufficiently tested in accordance with the accepted standards of technology or science or otherwise.

3.12 the recall of the Insured's Products bearing the same trade or brand names but from batches other than those which have been determined as possibly or likely to become a cause of loss under this Policy.

4. CONDITIONS

4.1 In the event that the Company and the Insured fail to agree as to the necessity for a recall of any Product(s), on the written demand of either party, each party shall select a competent and independent arbitrator and notify the other party of the arbitrator selected within twenty-one (21) days of such demand. The arbitrators shall first select a competent and independent umpire. If the parties cannot agree within fifteen (15) days upon such umpire, on the written request of either party, such umpire shall be selected by the President of the Asia Pacific Regional Arbitration Group (APRAG).

The decision in writing of any two of the three said persons shall determine whether or not such recall of products is necessary. The Insured and the Company shall pay the arbitrators respectively chosen by each and shall share and pay equally for the umpire and the expenses of arbitration.

4.2 The Insured shall give written notice to the Company as soon as practicable after becoming aware of any facts or circumstances which indicate that a recall appears likely or necessary, whether or not the Expenses for such recall appear likely to incur a liability on the part of the Company under this Endorsement.

Other than as amended above, the terms, conditions, limitations and exclusions of this Policy shall continue to apply.



Authorised Signature