

## General and Products Liability Claims Protocol

This Claims Protocol aims to provide guidance and information. At all times, the terms and conditions of the Policy shall prevail in case of conflict between any of the provisions of the Protocol and any of the terms of the Policy.

If you are aware of a claim or incident that could give rise to a claim, please contact Liberty immediately and follow the claim procedures outlined in this Protocol.

This Claims Protocol outlines the understanding between Liberty Specialty Markets (Liberty) and

(Insert Name) \_\_\_\_\_

in connection with Policy Number (Insert Policy Number) \_\_\_\_\_

This Claims Protocol aims to streamline processes pertaining to claims or incidents that could give rise to a claim under the Policy.

### Notification

The Policy requires notification to Liberty of all claims involving damage to third party property and/or third party bodily injury.

You are also able to notify Liberty of any incident that could give rise to a claim which could trigger the Policy. We would strongly recommend that you do this.

Notification should be forwarded to your Broker in the first instance, who will then notify Liberty.

Notification to your Broker does not amount to notification to Liberty.

In addition to the above notification arrangements, you must immediately provide to Liberty, via your Broker, details on any matter which result in:

- ▶ a fatality
- ▶ a serious personal injury – such as brain injuries, severe burns, spinal injuries, amputations, loss of vision or hearing
- ▶ any litigated matter
- ▶ any claim in which the value exceeds 50% of the Policy deductible/excess

All other matters may be notified to Liberty by way of a quarterly bordereau. The final bordereau for the Policy should be notified to Liberty prior to the expiry of the Policy. This is to ensure that Liberty has an opportunity to consider all incidents and claims prior to offering you renewal terms.

When providing notification to Liberty please submit a completed Liability Claim Form (which can be downloaded from the Liberty website at [libertyspecialtymarketsap.com](http://libertyspecialtymarketsap.com)) with details including but not limited to:

- ▶ Location of loss
- ▶ Date and time of the incident
- ▶ Items damaged/types of injuries and extent thereof
- ▶ Cause of the damage, if known
- ▶ Estimate of overall loss
- ▶ Contact details of the parties involved and their roles in the claim

Where available, copies of the following documents should be provided to Liberty:

- ▶ Internal Incident Report
- ▶ Internal Investigation Report
- ▶ Photos of accident scene and damage, if any
- ▶ Claim/complaint letter issued by the third parties, if any
- ▶ Court documents e.g. writ of summons, if any
- ▶ Any other documents which are relevant to the incident

## Claims Cooperation

Your Policy requires you to assist and co-operate fully and promptly with Liberty in the investigation, settlement or defence of any claim or matters relating or in connection to any claim.

## Appointment of Liberty Approved Legal Advisers

To ensure that you are able to quickly respond to any claim Liberty agrees that you can appoint any legal adviser from the Liberty Legal Panel to file a defence. Should indemnity be granted to you Liberty will, pursuant to the terms of the Policy, assume management of the claim on your behalf.

Both parties agree that any legal costs incurred will only erode the Policy excess/deductible or be paid by Liberty in the event that indemnity is granted. Fees relating to matters not subject to cover under the Policy, for example advice on internal risk management, will not erode the excess/deductible or be paid by Liberty.

Notification of the claim to Liberty should be made as quickly as possible.

## Appointment of non Liberty Panel Legal Advisers

Liberty agrees that you can appoint the following non Liberty panel lawyers for the specified hourly rates to assist you to file a defence. Should indemnity be granted to you Liberty will, pursuant to the terms of the Policy, assume management of the claim on your behalf.

**Name**

**Rate**

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Both parties agree that any legal costs incurred will only erode the Policy excess/deductible or be paid by Liberty in the event that indemnity is granted. Fees relating to matters not subject to cover under the Policy, for example advice on internal risk management will not erode the excess/deductible or be paid by Liberty.

Notification of the claim to Liberty should be made as quickly as possible.

## Appointment of Liberty Approved Loss Adjusters

To ensure that you can quickly respond to any claim Liberty agrees that you can appoint any loss adjuster from the Liberty Loss Adjuster Panel to assist in the investigation of any claim.

Should indemnity be granted to you Liberty will, pursuant to the terms of the Policy, assume management of the claim on your behalf.

Both parties agree that any loss adjuster fees incurred will only erode the Policy excess/deductible or be paid by Liberty in the event that indemnity is granted. Fees relating to matters not subject to cover under the Policy, for example advice on internal risk management, will not erode the excess/deductible or be paid by Liberty.

Notification of the claim to Liberty should be made as quickly as possible.

## Appointment of non Liberty Panel Loss Adjusters

Liberty agrees that you can appoint the following non Liberty panel loss adjusters for the specified hourly rates to assist you in the defence of any claim. Should indemnity be granted to you Liberty will, pursuant to the terms of the Policy, assume management of the claim on your behalf.

Name	Rate
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Both parties agree that any loss adjuster fees incurred will only erode the Policy excess/deductible or be paid by Liberty in the event that indemnity is granted. Fees relating to matters not subject to cover under the Policy, for example advice on internal risk management, will not erode the excess/deductible or be paid by Liberty.

Notification of the claim to Liberty should be made as quickly as possible.

## Disagreement on the Appointment of Loss Adjusters

Should Liberty wish to appoint a loss adjuster after consultation with you, where you have determined that a loss adjuster is not to be appointed, Liberty reserves its rights to do so. Costs associated with the appointment in these circumstances will be borne by Liberty. If the investigations are subsequently used in the defence of any claim, you agree to reimburse Liberty pursuant to the terms of the Policy.

## Management of Deductibles

In the event that indemnity has been granted to you, it is agreed that where your Policy has a costs inclusive excess/deductible, Liberty will seek part reimbursement of your excess/deductible as costs have been incurred.

Whilst Liberty may interim fund the payment of your excess/deductible both parties agree that Liberty is only responsible to indemnify you in respect of amounts exceeding the Policy excess/deductible.

## Global reach. Financial strength. Local authority.

Distinct, complex and constantly evolving – every business is as unique as their insurance needs. To confidently progress in the face of risk and uncertainty requires a level of security you can only achieve through working with specialists.

Liberty Specialty Markets offers a breadth of world-class insurance and reinsurance services to brokers and insured clients. We bring value and solutions to more than 20,000 of Asia Pacific's most significant business and government organisations – helping protect what they earn, build and own.

We're part of the global Liberty Mutual Group, a Fortune 100 company that's been in business since 1912 with a Standard and Poor's 'A' (strong) rating.

[+](#) View our office locations

[+](#) Meet our Claims team members

[in](#) Follow

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