

# Public Liability Insurance Policy



We would remind you that you must disclose to us, fully and faithfully, the facts you know or ought to know, otherwise you may not receive any benefit from this Policy.

Please read this Policy carefully and return this Policy to us if there is any error or misdescription.

If you would like a copy of this Policy in large print, please contact our Customer Care Centre at +852 2968 2288.

## Insuring agreement

1. The Insured has applied to **Zurich Insurance Company Ltd** ("Zurich") and paid or agreed to pay the Premium, in consideration of which Zurich will provide the insurance detailed herein. The information supplied by the Insured in connection with the risk is the basis of this contract and is incorporated herein.

## Jurisdiction

2. The indemnity provided by this Policy applies only in respect of
  - 2.1 compensation resulting from judgments delivered by or obtained from a court of competent jurisdiction in the Hong Kong Special Administrative Region;
  - 2.2 charges, expenses and legal costs incurred or recoverable in the Hong Kong Special Administrative Region.

## Policy interpretation

3. The interpretation of this Policy and any word or phrase contained in this Policy will be in accordance with the laws of the Hong Kong Special Administrative Region.

## Liabilities which are insured

4. Subject to the terms, limitations, definitions, exceptions and conditions of this Policy, Zurich will pay to or on behalf of the Insured all sums for which the Insured becomes legally liable to pay as compensation for
  - Bodily Injury and/or
  - Property Damagewhich occurs during the Period of Insurance within the Geographical Limits as a result of an Occurrence and which arises out of the Business of the Insured, including

### Fire and explosion

- 4.1 Bodily Injury or Property Damage arising from fire and/or explosion (other than explosion or rupture of any steam boiler or pressure vessel) occurring at the Insured's premises.

### Fire extinguishment

- 4.2 Property Damage caused by or arising out of the use of water or chemicals by the Fire Brigade to extinguish a fire on the Insured's premises.

### Food and drink

- 4.3 Bodily Injury arising from food and drink sold or supplied by the Insured primarily as a service to Employees or guests for consumption on the premises.

### Loading and unloading

- 4.4 Except to the extent that indemnity is granted by another insurance, Bodily Injury or Property Damage arising from the loading or unloading of any Vehicle in the care or custody or legal control of the Insured which is used in work undertaken by or on behalf of the Insured.

### Strike, riot and civil commotion

- 4.5 Bodily Injury and/or Property Damage arising from strike, riot or civil commotion.

### Unlicensed / Employees Vehicles

- 4.6 Bodily Injury or Property Damage arising from
  - 4.6.1 the use within the Insured's premises of a Vehicle not licensed for road use and not subject to compulsory insurance requirements or securities; or
  - 4.6.2 the use in connection with the Business by an Employee of a Vehicle not owned or provided by the Insured, provided that such use has been authorized by the Insured. Zurich will not be liable for any Property Damage in respect of such Vehicle or its contents.

### Visitors effects

- 4.7 Property Damage to personal effects (excluding Vehicles and their contents) belonging to directors, visitors or Employees of the Insured.

### Watercraft

- 4.8 Bodily Injury or Property Damage arising from the ownership, possession or use of any manually propelled Watercraft which does not exceed 8 metres in length.

### Work away

- 4.9 Property Damage to premises (and their contents) not owned or rented by the Insured but which are temporarily occupied by the Insured for the purpose of work therein but excluding that part of such property upon which the Insured is or has been working.

## Limits of Liability

5. The liability of Zurich for all compensation under this Policy shall not exceed the Limits of Liability stated in the Schedule.

### Expenses and legal costs

- 5.1 In respect of the indemnity provided by this Policy, Zurich will also pay, in addition to the Limits of Liability stated in the Schedule:
  - 5.1.1 all charges, expenses and legal costs incurred by Zurich and/or by the Insured with Zurich's written consent in the settlement or defence of any claim for compensation in respect of which the Insured is or would be entitled to indemnity under this Policy;
  - 5.1.2 all charges, expenses and legal costs recoverable from the Insured by claimants in connection with the said claims.

### Provided that

6. Zurich is not obliged to pay any claim or judgment or defend any suit after Zurich's Limits of Liability are exhausted by payment of judgments or settlements; and
7. If a payment exceeding Zurich's Limits of Liability has to be made to dispose of a claim, the liability of Zurich to pay any additional payments in connection therewith will be limited to that proportion of the said additional payments as the Limits of Liability bear to the amount paid to dispose of the claim.

## Liabilities which are not insured

8. Zurich will not be liable under this Policy for claims in respect of AIDS, Urea Formaldehyde, etc.
  - 8.1 Any liability arising directly or indirectly out of or consequent upon or contributed to or by
    - 8.1.1 Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome may be acquired or named or any related diagnostic or therapeutic products;
    - 8.1.2 human implants;
    - 8.1.3 Urea Formaldehyde; Polychlorinated Biphenyl; 8-Hydroxyquinoline derivatives; Contraceptives; Tobacco; Vaccine; Diethylstilbestrol; RU 486 and any other Chemical Abortifacients.

### Aircraft, rigs, Watercraft

- 8.2 Bodily Injury and/or Property Damage arising from the ownership possession, loading, unloading or use of any Aircraft hovercraft oil drilling platform or rig or Watercraft which exceeds 8 metres in length.

### Asbestos

- 8.3 Any liability arising directly or indirectly out of or consequent upon or contributed to or by asbestos, asbestos products or asbestos contained in any products.

### Care custody and control

- 8.4 Property Damage to property belonging to or in the custody, care or control of the Insured.

### Contractual liability

- 8.5 Liability for Bodily Injury and/or Property Damage imposed by any contract warranty or agreement unless such liability would have attached to the Insured in the absence of any such contract warranty or agreement.

### Electromagnetic Fields "EMF"/Electromagnetic Interference "EMI"

- 8.6 Any liability of whatsoever nature in connection with, directly or indirectly caused by or contributed to by or arising from EMF or EMI.

### Electronic data

- 8.7 Any liability arising from
  - 8.7.1 the transmission of any computer code, programme or other data;
  - 8.7.2 the unauthorized taking of or access to data.

### Electronic date recognition

- 8.8 Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the failure or inability of any computer or other equipment or system for processing storing or receiving data, whether the property of the Insured or not, occurring at any time, to:
  - 8.8.1 correctly recognize any date as its true calendar date;
  - 8.8.2 capture save or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
  - 8.8.3 capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date.

#### Employee injury

- 8.9 Bodily Injury to any Employee in the service of the Insured or claiming compensation from the Insured under any employees' compensation or similar legislation as a workman in the service of a subcontractor of the Insured.

#### Genetically Modified Organisms (GMO) exclusion

- 8.10 Any liability of whatsoever nature in connection with, directly or indirectly caused by or contributed to by or arising from a Genetically Modified Organism (GMO).

- 8.11 For the purpose of this exclusion, Genetically Modified Organism (GMO) means organisms (meaning any biological or molecular unit either living or capable of reproducing or replicating itself, including but not limited to animals, plants, micro-organisms, cells, cell cultures and cell organelles, as well as biological units incapable of independent sexual reproduction, including but not limited to viruses, viroids, sterile domesticated animals, and cultured plants that are either sterile or solely capable of vegetative reproduction, as well as their seeds) which have undergone, or whose precursors have undergone, or parts of which have undergone, a genetic engineering process which resulted in their genetic change in a manner unachievable through traditional breeding methods or natural genetic recombination.

#### Intellectual property

- 8.12 Bodily Injury and/or Property Damage arising from the infringement of plans copyright patent trademark or registered design or other intellectual property.

#### Penalties and fines

- 8.13 Bodily Injury and/or Property Damage arising from non-completion, non-performance or delay in completion of any contract or agreement or the payment of any penalty sums fines or liquidated damages or punitive or exemplary damages.

#### Pollution & contamination

- 8.14 Bodily Injury and/or Property Damage arising out of the discharge, disposal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants by the Insured into or upon land atmosphere or any water course or body of water.

#### Products

- 8.15 Bodily Injury and/or Property Damage caused by the nature, condition or quality of the Insured's Products.

#### Professional liability

- 8.16 Bodily Injury and/or Property Damage arising out of a breach of the duty owed in a professional capacity by the Insured and/or by persons for whose breaches of such duty the Insured may be legally liable.

#### Radioactive contamination

- 8.17 Bodily Injury and/or Property Damage directly or indirectly caused by or contributed to or arising from
- 8.17.1 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - 8.17.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- 8.18 For the purpose of Article 8.17.1, combustion will include any self-sustaining process of nuclear fission.

#### Removal or weakening of support

- 8.19 Property Damage to land buildings or other structures caused by pile-driving subsidence or demolition or resulting from the removal or weakening of support to such land buildings or other structure or claims arising in consequence of such Property Damage.

#### Terrorism

- 8.20 Any liability arising directly or indirectly out of or consequent upon or contributed to or by any injury, loss, damage, cost or expense arising from any consequence, whether direct or indirect, of
- 8.20.1 any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
  - 8.20.2 any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism;
  - 8.20.3 any failure to control, prevent or suppress any act of terrorism.

- 8.21 For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- 8.22 If Zurich alleges that by reason of this exclusion, any claim for injury, loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

- 8.23 In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### Unauthorized building works

- 8.24 Bodily Injury and / or Property Damage directly or indirectly caused by or attributed to or arising from
- 8.24.1 existing unauthorized structures and / or unauthorized building works on or within the Insured premises;
  - 8.24.2 erecting demolishing repairing installing and renovating unauthorized structures

and/or building works on or within the Insured premises.

- 8.25 For the purpose of Article 8.24.1, the meaning of unauthorized structures and/or building works shall be construed in accordance with the Building Ordinance of The Government of the Hong Kong Special Administrative Region.

#### Underground pipes

- 8.26 Property Damage to underground pipes, cables, mains or sewers.

#### Vehicles

- 8.27 The ownership possession or use of any mechanically propelled Vehicle.

#### War

- 8.28 Bodily Injury and/or Property Damage arising from any consequence whether direct or indirect or war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

#### Definitions

9. When used in this Policy, the following definitions will apply:

- 9.1 **Aircraft** means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.

- 9.2 **Bodily Injury** means injury, sickness, disease and mental injury or death resulting therefrom.

- 9.3 **Business** means all activities of the Insured which are designated in the Schedule and includes:

##### Fire, first aid

- 9.3.1 fire, first aid and ambulance services.

##### Premises ownership

- 9.3.2 the ownership of the Insured's premises.

##### Plant, machinery and services

- 9.3.3 the ownership and operation of

- 9.3.3.1 machinery, plant and equipment at the Insured's premises except as may be otherwise specifically excluded;

- 9.3.3.2 telephone, gas, water and electrical installations and equipment the property of the Insured or for which the Insured is legally responsible.

##### Private work

- 9.3.4 private work carried out by any Employee for the Insured or for any director, partner or senior official of the Insured.

##### Social, sports and welfare

- 9.3.5 the provision and management of canteen, social, sports and welfare organizations for the benefit of Employees.

- 9.4 **Employee** includes:

- 9.4.1 any person under a contract of service or apprenticeship with

- 9.4.1.1 the Insured;

- 9.4.1.2 any other party and who is borrowed by or hired to the Insured;

- 9.4.2 any labour master or person supplied by labour master;

- 9.4.3 any person supplied by a labour-only contractor;

- 9.4.4 any self-employed person working for the Insured;

- 9.4.5 any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of the contract while engaged in the course of the Insured's Business.

- 9.5 **Geographical Limits** means the Geographical Limits stated in the Schedule.

##### Temporary visits / work abroad

- 9.5.1 This insurance will apply anywhere in the world in respect of

- 9.5.1.1 directors or non-manual Employees of the Insured while acting within the scope of their duties and who are normally resident within the Geographical Limits but temporarily engaged elsewhere;

- 9.5.1.2 any Employees of the Insured who are normally resident within the Geographical Limits while temporarily undergoing training elsewhere.

- 9.6 **Insured** means the Insured as stated in the Schedule and includes:

##### Subsidiary companies

- 9.6.1 all subsidiary companies of the Insured or any other entity over which the Insured has acquired 50% or above share capital and whose premises and operations are situated within the Geographical Limits and details of which have been lodged with Zurich.

##### Legal representatives

- 9.6.2 in the event of the death of the Insured then the Insured's legal personal representative in respect of liability incurred by the Insured.

##### Principals

- 9.6.3 any principal for whom the Insured is carrying out a contract away from the Insured's own premises but only to the extent required by such contract and only arising out of the performance by the Insured of such contract.

- 9.6.4 also, but only at the request of the Insured:

##### Directors and partners

- 9.6.5 any director, partner or Employee of the Insured while acting on behalf of or in the course of his employment or engagement by the Insured in respect of liability for which the Insured would have been entitled to claim under this insurance if the claim had been made against the Insured and

##### Sports, social or welfare organization officers and members

- 9.6.6 any officer or member of the Insured's canteen, social, sports or welfare organization, first aid, fire or ambulance services while acting in his respective capacity as such.

9.6.7 provided that all such persons will as though they were the Insured named in the Schedule fulfil and be subject to the terms, exceptions and conditions of this Policy so far as they may be applied.

9.7 **Insured's Products** means any goods manufactured constructed erected installed repaired serviced treated sold supplied or distributed (including the containers thereof) in the course of the Business after it has ceased to be in the physical custody or legal control of the Insured.

9.8 **Occurrence** means any event including continuous or repeated exposure to substantially the same general conditions which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All Occurrences arising directly or indirectly from one source or original cause will be deemed one Occurrence regardless of the number of claims made or the number of persons or organizations sustaining Bodily Injury or Property Damage.

9.9 **Premium** means the premium stated in the Schedule.

9.10 **Property Damage** means physical injury to or loss or destruction of tangible property including loss of use resulting therefrom but will not mean pure financial loss without such injury, loss or destruction.

9.11 **Vehicle** means any type of machine designed to travel on wheels or on self-laid tracks and to be propelled by other than manual or animal power.

9.12 **Watercraft** means any vessel, craft or thing (other than hand propelled) made or intended to float on or in or through water.

#### Conditions

##### Contract contents

10. This Policy, Schedule, Specification and any Endorsement will be read together as one contract and any word or expression to which a specific meaning has been attached will bear the same meaning wherever it may appear.

##### Due observance

11. The liability of Zurich will be conditional on the observance by the Insured of the terms provisions conditions and endorsements of this Policy and the truth of the information supplied by the Insured in connection with the risk.

##### Deductible

12. It is agreed that Zurich's obligation to settle any claims will be confined to that part of any compensation in excess of any Deductible stated in the Schedule this Policy Conditions will be unaffected by any Deductible.

##### Alteration in risk

13. The Insured will give to Zurich immediate written notice of any alteration which materially affects the risk.

##### Adjustment

14. If any part of the Premium is calculated on estimates, the Insured will within one month from the expiry of each Period of Insurance furnish such details as Zurich may require and the Premium for such period will be adjusted subject to any minimum premium.

##### Other insurance

15. If an indemnity but for the existence of this insurance is or would be granted by any other insurance, Zurich will not provide indemnity except in respect of any excess beyond the amount which is or would be payable but for the existence of this insurance.

##### Reasonable care

16. The Insured will

16.1 take all reasonable care

16.1.1 to employ competent Employees;

16.1.2 to maintain all premises, fixtures, fittings, machinery and plant and everything used in, the Business in sound condition.

16.2 take all reasonable precautions to

16.2.1 prevent Bodily Injury and Property Damage;

16.2.2 prevent the manufacture, sale or supply of defective products.

16.3 comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property including the inspections of passenger lifts and steam pressured apparatus.

16.4 at his own expense take reasonable action to trace, recall or modify any of the Insured's Products which contain any defect or deficiency of which the Insured knows or has reason to suspect.

##### Cancellation

17. Zurich may cancel this Policy by thirty days' written notice by registered letter to the Insured at his last known address and will return to the Insured the Premium less the pro-rata proportion thereof for the period this Policy has been in force subject to adjustment under Condition 14.

#### Alternative Dispute Resolution

18. In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609), Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under this Policy and the insured person does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, the insured person's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.

#### Claims

19. The Insured will give to Zurich written notice of any Bodily Injury, Property Damage or claim or proceeding impending prosecution inquest or fatal accident enquiry immediately when the same comes to the knowledge of the Insured or his legal personal representative.

20. The Insured will not admit liability for or negotiate the settlement of any claim without the written consent of Zurich. Zurich will be entitled to conduct in the Insured's name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured will give all such information and assistance as Zurich may require.

21. The Insured shall not waive or limit their right of recovery against any other party without the consent of Zurich.

22. The Insured will retain unaltered and unrepaired anything in any way causing or connected with any event which may give rise to any claim under this Policy for such time as Zurich may reasonably require.

23. If Zurich is required to indemnify more than one party named in the definition in this Policy of the "Insured", the liability of Zurich will not exceed in all the Limits of Liability stated in the Schedule.

24. In connection with any claim or number of claims occurring in any one Period of Insurance, Zurich may at any time pay to the Insured the amount of the Limits of Liability stated in the Schedule (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter Zurich will be under no further liability under this Policy.



## Communicable Disease Endorsement

Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, liability, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test: for a Communicable Disease, or any property insured hereunder that is affected by such Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same.