



**Blue Cross 藍十字**

An **AIA** Company 友邦保險成員公司

# **PUBLIC LIABILITY INSURANCE**

## **Terms and Conditions**

## **條款及細則**

Please read these terms and conditions carefully.

Should you have any queries, please contact us for assistance.

請詳細閱讀此條款及細則。如有任何查詢，請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字(亞太)保險有限公司乃友邦保險控股有限公司之子公司，與 Blue Cross and Blue Shield Association 及其任何關聯公司或持牌人並無任何關聯。

The Insured and Blue Cross (Asia-Pacific) Insurance Limited (hereinafter called "the Company") agree that:

1. this Policy, the Policy Schedule (hereinafter called "the Schedule") and any endorsement thereon 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 the Schedule shall bear such specific meaning wherever it may appear;
2. the proposal and declaration that have been completed and confirmed by the Policyholder and/or Insured are the basis of this contract and are deemed to be incorporated herein;
3. this Policy comes into force on the condition that the Insured has paid the premium specified in the Schedule and/or any subsequent endorsement in full;
4. the Company shall provide insurance subject to the limits, these terms and conditions and exclusions of this Policy; and
5. the due observance and fulfilment of these terms and conditions and any endorsement of this Policy relating to anything to be done or not to be done or to be complied with by the Policyholder and the Insured; and the truth of the contents and statements in the proposal and declaration shall be conditions precedent to any liability of the Company under this Policy.

#### **INSURING CLAUSE**

The Company shall indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation in respect of:

- a) accidental death or bodily injury to third parties
- b) accidental loss or damage to property belonging to third parties

caused by negligence of the Insured or his employees during the Period of Insurance in connection with the Business described in the Schedule and occurring at the Insured Premises.

In respect of a claim for damages to which the indemnity expressed in this Policy applies, the Company will also indemnify the Insured against:

- a) all costs and expenses of litigation recovered by any claimant from the Insured; and
- b) all costs and expenses of litigation reasonably incurred with the written consent of the Company.

In the event of the death of the Insured the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to these terms and conditions and exclusions of this Policy.

#### **LIMIT OF INDEMNITY**

The liability of the Company under this Policy and its extensions for all compensation including all costs and expenses payable to any claimant or any number of claimants in respect of or arising out of one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule for any one accident and the liability of the Company in any Period of Insurance shall not exceed the amount specified in the Schedule as the Limit of Indemnity in any Period of Insurance.

#### **JURISDICTION CLAUSE**

The indemnity shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.

#### **POLICY EXCESS CLAUSE**

The Company shall not be liable for the amount of Excess if any as stated in the Schedule in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

## EXCLUSIONS

The Company shall not be liable under this Policy for:

1. liability in respect of death, injury, loss or damage caused by or through or in connection with the ownership, possession, use, loading or unloading of:
  - a) any mechanically propelled vehicle (or machine) which is capable of self-propulsion or attached to a self-propelled vehicle and used in circumstances to which the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong) applies;
  - b) any vehicle (or machine) which is insured under any form of motor insurance policy;
  - c) any motor cycle, motor vehicle, locomotive, crane hoist, or other lifting machinery; or
  - d) any vessel, craft or device designed made or intended to float on or in or to travel through water, air or space;
2. any liability required to be covered by a policy of insurance under section 6(1)(b) of the Motor Vehicles Insurance (Third Party Risks) Ordinance (Chapter 272 of the Laws of Hong Kong);
3. liability in respect of death or bodily injury to any person under a contract of service or apprenticeship with the Insured where the injury arises out of and in the course of such person's employment or service with the Insured or for compensation or claim against the Insured by an injured person or dependent under the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong) or amendments thereto;
4. death, injury, loss or damage directly or indirectly caused by:
  - a) contractor(s) of the Insured;
  - b) subcontractor(s) of the aforesaid contractor(s); or
  - c) persons engaged in or upon the service of such contractor(s) or subcontractor(s);
5. liability assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such agreement;
6. liability in respect of or arising from damage to:
  - a) any land or property or building caused by or allegedly caused by vibration or the removal or subsidence or weakening of or interference with the support;
  - b) property owned or occupied by or rented to the Insured;
  - c) property held in trust or in the care, custody or control of the Insured;
  - d) property as to which the Insured for any purpose is exercising physical control or is or has been working; or
  - e) property caused by or resulting from explosion of any boiler, vessel or apparatus operated under steam pressure;
7. the liability in respect of death or bodily injury including illness of any person directly or indirectly caused by contagious or infectious disease;
8. liability of whatsoever:
  - a) arising from internet or e-commerce related activities and/or exposures;
  - b) arising out of the rendering of or failure to render professional advice or service by the Insured or any related error or omission; or
  - c) arising from the nature or condition of goods sold, supplied, served, processed, overhauled, repaired or tested by the Insured or of the containers thereof or the action of any commodity used or applied or administered by the Insured;
9. any contingency caused by or happening through or in consequence of:
  - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - b) mutiny, riot, strikes, civil commotion, military or popular rising, insurrection, revolution, rebellion, military or usurped power, martial law or state of siege or any of the events of causes which determine the proclamation or maintenance of martial law or state of siege; or

- c) acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation. For the purpose of this clause, "act of terrorism" shall mean the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear;
10. loss of or damage to any property or any resultant loss or expenses or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this clause combustion shall include any self-sustaining process of nuclear fission;
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - c) pressure waves by aircraft and other aerial devices;
  - d) resulting from pollution or contamination; or
  - e) nuclear weapons material;
11. fines, penalties, or punitive or exemplary damages; and
12. any pecuniary loss, cost or expense unaccompanied by death, injury or loss or damage to property.

#### CONDITIONS

1. **Notices** - Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company and in the case of notice or communication to the Insured to his address specified in the Schedule.
2. **Precaution** - The Insured shall exercise all reasonable precautions to prevent accidents and to comply with all statutory or other obligations and regulations imposed by any authority and shall take reasonable steps to maintain the premises, works, ways, machinery and plant in sound condition. If any defect or danger shall be discovered the Insured shall forthwith take the necessary steps to remedy or remove such defect or danger and in the meantime shall cause such additional precautions to be taken as the circumstances may require. The Insured shall give to the Company immediate notice of all or any material alterations in the conduct of the Business or in the premises, ways, works, machinery or plant in connection therewith which affect the risk covered by this Policy.
3. **Change in Risks** - The Insured shall immediately notify the Company in writing of any material change, including but not limited to any alteration in the nature of the Business, in the risk insured hereunder during the Period of Insurance. This Policy shall cease to be in force if after this Policy has been effected the risk of death, injury, loss or damage be increased from any cause whatsoever including but not limited to any alteration in the Business or at the Insured Premises unless the Company has signified its assent thereto in writing.
4. **Rights of Inspection** - The Company shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in the Business.
5. **Assignment** - No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed hereon.
6. **Cancellation** - This Policy may be cancelled at any time by the Insured by giving prior written notice to the Company. Provided that no claim has been made during the Period of Insurance, the Insured shall be entitled to the difference (if any) between the total premium paid and the premium to be charged calculated at the Company's short period rates for the Period of Insurance during which this Policy has been in force subject to the minimum premium as specified in the Schedule.

The Company may also cancel this Policy by giving no less than 10 days' prior notice in writing to the Insured at his last known address provided that the Company shall in that event return to the Insured a proportionate part of the paid premium corresponding to the unexpired Period of Insurance.

7. **Arbitration** - Any disputes or differences arising out of or in connection with this Policy shall be referred to and determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609 of the Laws of Hong Kong). If the parties fail to agree on the choice of an arbitrator, the Chairperson of Hong Kong International Arbitration Centre shall appoint one. If the Company shall disclaim liability for any claim under this Policy, and such claim shall not have been referred to arbitration as described above within 12 calendar months from the date of such disclaimer, then the claim shall for all purposes be considered abandoned and not recoverable.
8. **Subrogation** - The Company has the right to proceed at its own expense in the name of the Policyholder and/or the Insured against any third party who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered from any third party shall belong to the Company. The Policyholder and/or Insured shall fully cooperate with the Company in the recovery action.
9. **Reporting and Notice** - In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof in writing to the Company with full particulars.  
The Insured shall also give the notice in writing to the Company immediately if the Insured becomes aware of any impending prosecution or inquest or fatal inquiry in connection with any accident which may give rise to a claim under this Policy. Every letter, claim, writ, summons and/or process shall be forwarded to the Company immediately on receipt.
10. **Conduct of Claim** - 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 which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such assistance as the Company may require.
11. **Waiver of Claims** - The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.
12. **Company's Rights** - The Insured shall pay on demand the amount of Excess to the Company prior to settlement of any claim.
13. **Company's Option** - In connection with any claim or series of claims made against the Insured consequent on or attributable to one source or original cause the Company may at any time after the deduction of any Excess pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages, claimant's costs and expenses) or any lesser amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for additional costs and expenses for which the Company may be responsible under this Policy in respect of matters prior to the date of such payment.
14. **Other Insurance** - If at the time of any claim under the Policy the Insured is or would but for the existence of this Policy be entitled to indemnity under any other policy or policies, the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected.
15. **Severability** - If any provision of this Policy or any part thereof is held to be unenforceable, invalid or void for any reason, the enforceability and validity of the remaining part of that provision and the remaining provisions of this Policy shall, to the extent allowable, remain in full force and effect.
16. **Governing Law** - This Policy is issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong.

**ADDITIONAL CLAUSE**

1. It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:
  - (a) The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.
  - (b) Without prejudice to paragraph (a) above, this Policy shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations.