

PUBLIC LIABILITY POLICY

WHEREAS the Insured carrying on the Business described in the Schedule and no other for the purposes of this Indemnity by a Proposal which shall be the basis of this Contract and is deemed to be incorporated herein has applied to MSIG Insurance (Hong Kong) Limited (hereinafter called "the Company") for the Indemnity hereinafter expressed and has paid or agreed to pay the Premium as stated in the Schedule as consideration for such Indemnity.

NOW THIS POLICY WITNESSETH that subject to the Terms Exceptions Limits and Conditions contained herein or endorsed hereon the Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay consequent upon

- (1) Accidental death or bodily injury including illness of any person
- (2) Accidental loss of or damage to any property occurring in Hong Kong during any Period of Indemnity and resulting from ACCIDENTS in connection with the Business or Occupation AND
- In respect of a claim against the Insured to which the indemnity in this Policy applies the Company will indemnify the Insured in respect of
- (3) All costs and expenses of litigation recovered by any claimant against the Insured
- (4) All costs and expenses of litigation incurred with the written consent of the Company

PROVIDED THAT the liability of the Company under this Policy for all sums payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributed to one source or original cause shall not exceed the Limit of Indemnity specified in the Schedule for any one Accident

PROVIDED FURTHER that the due observance and fulfilment of the Terms Conditions and Endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

EXCEPTIONS

The Indemnity expressed in this Policy shall not apply to or include: -

- (1) Liability assumed by the Insured by agreement unless and insofar as such liability would have attached to the Insured notwithstanding such agreement or contract.
- (2) Liability in respect of death or bodily injury including illness of any person arising out of and in the course of the employment of such person by the Insured or to any person who is a member of the Insured's family ordinarily residing with the Insured.
- (3) Liability in respect of loss of or damage to property: -
 - (a) (i) Belonging to the Insured
 - (ii) In charge of by or under the control of the Insured but this exception shall not apply to property belonging to any servant of the Insured.
 - (b) Being that part of any property goods land building or structure on which the Insured or any servant or agent of the Insured is or has been working if such damage is caused directly by the process of treatment alteration repair or construction of that part of such property goods land building or structure.

- (c) Caused by or through or in connection with the bursting of any economiser used in conjunction with a steam boiler or any boiler vessel or other apparatus which is intended to operate under internal pressure due to steam and belonging to or in the charge or under the control of the Insured.
- (4) Liability in respect of death or bodily injury including illness of any person or loss of or damage to property caused by or in connection with or arising from: -
 - (a) The ownership or possession or use by or on behalf of the Insured of any trailer or mechanically propelled vehicle not specified in the Schedule under the heading of Plant provided that liability in respect of the loading and unloading or collection of goods to or from such trailer or mechanically propelled vehicle (insofar as liability is not covered by any vehicle insurance) is not excluded hereunder.
 - (b) The ownership or possession of or use arising from the ownership or possession of any lift elevator escalator crane power hoisting machine (other than conveyor belt systems) watercraft aircraft or thing made or intended to float on or in or travel on or through water air or space not specified in the Schedule under the heading of Plant.
 - (c) Work which is being undertaken or has been undertaken by the Insured to any watercraft aircraft or thing made or intended to float on or travel through water air or space.
 - (d) (i) property, goods, food or drink or the containers thereof sold supplied or constructed.
 - (ii) property or goods which have been repaired altered renovated serviced or installed and no longer in the Insured's possession or control.
 - (iii) poisoning or contamination of any kind.
 - (e) Error or omission in design specification or advice remedial or other treatment given administered or prepared by the Insured or by any person acting on behalf of the Insured but the words advice remedial or other treatment shall have no application in respect of any employee of the Insured acting in the capacity of Industrial Nurse on behalf of the Insured.
 - (f) Vibration or the removal or weakening of or interference with the support of land or buildings.
 - (g) (i) Earthquake, flood or fumes
 - (ii) Defective sanitary installation or poisoning of any kind or foreign or deleterious matter in food or drink.
- (5) Liability in respect of:
 - (a) Personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
 - (b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
 - (c) Fines, penalties, punitive or exemplary damages.
- (6) Liability in respect of death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

- (b) any act of terrorism including but not limited to
 - (i) the use or threat of force, violence and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
 by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If the Company alleges that by reason of this exception, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

- (7) Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.
- (8) Liability in respect of any claim or loss arising out of any activities and/or business conducted and/or transacted via the Internet, Intranet, Extranet and/or via the Insured's own website, Internet site, web address and/or via the transmission of electronic mail or documents by electronic means.
- (9) Liability in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - (a) asbestos, or
 - (b) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
- (10) Liability arising out of a breach of any duty imposed by law in relation to
 - (a) any building within the meaning of the Buildings Ordinance (Cap.123) erected in contravention of that Ordinance; or
 - (b) any building works, or street works, carried out in contravention of the Building Ordinance (Cap.123).
- (11) Compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong or costs and expenses of litigation recovered by any claimant from the Insured which are not included in and recoverable in Hong Kong.

Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and no (re)insurer shall 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 that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United Kingdom or United States of America.

TENANTS' LIABILITY

Notwithstanding anything contained in Exception 3(a) but subject always to Exception 3(c) the Indemnity expressed in the within Policy shall extend to

include Legal Liability for Damage caused by or resulting from Fire or Explosion

- (A) To a building or part thereof not belonging to but whilst under the occupation of the Insured.
- (B) To the contents of the aforesaid building or part thereof not belonging to but in charge of by or under the control of the Insured but in no case is the Insured's Legal Liability as bailee included.

CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or the Schedule shall bear such specific meaning wherever it may appear.

1. The Insured shall give written notice to the Company of any

- (a) Accident
- (b) Claim
- (c) Impending Prosecution
- (d) Proceedings

immediately the same comes to the knowledge of the Insured or his representative.

2. The Insured shall not without the consent in writing of the Company repudiate liability negotiate or make any admission offer promise or payment in connection with any accident or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same and the Insured shall give all such information and assistance as the Company may require.
3. In the case of any accident the Company may at any time pay to the Insured the Limit of Indemnity for any one Accident (but deducting therefrom in such case any sum or sums already paid under Operative Clauses 1 & 2 in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident except for the payment of costs and expenses of litigation under Operative Clauses 3 & 4 incurred prior to the date of the payment of such Limit of Indemnity or such lesser sum.
4. If the premium for this Policy has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall within one calendar month from the expiry of each Period of Indemnity furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to receipt and retention of any minimum premium applicable.
5. If at the time any claim arises under this Policy there be any other insurance indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.
6. If at any time or from time to time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall within one calendar month give notice in writing to the Company and the premium shall thereupon be adjusted for the unexpired period and the difference paid by or allowed to the Insured as the case may be.
7. The Company may at any time by giving 7 days' notice to the Insured by registered letter at the Insured's address as last known to the Company be at liberty to cancel this Policy provided that the Company shall in that

event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired period of insurance. This Policy may be cancelled at any time by the Insured on 7 days' notice to the Company and in such event the Insured shall be entitled to a return premium less premium at the Company's short period rates for the time the Policy has been in force. Notwithstanding the foregoing when the premium has been calculated upon any estimates furnished by the Insured the premium to be retained by the Company in the event of this Policy being cancelled will be adjusted in accordance with the provisions of Condition 4 of this Policy for the period the Policy has been in force, subject in the event of cancellation by the Insured to the application of the Company's short period rates.

8. The Insured shall use his best endeavours to see that only competent employees are employed and shall exercise reasonable care to see that all buildings, ways, works, plant, machinery, furniture and fittings are substantial and sound and in proper order and fit for the purposes for which they are used and that all Government Ordinances Regulations Bye-Laws and directions made by Statutory or Local Authority are duly observed and complied with. The Company shall at all reasonable times have free access to inspect the property. In the event of any defect or danger (whether actual or potential) being apparent to a representative of the Company, the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof of or arising therefrom shall be suspended until the same be remedied or removed to the satisfaction of the Company. Upon any defect or danger (whether actual or potential) being brought to the notice of the Insured or upon damage to property or personal injury to any person occurring the Insured shall forthwith proceed to make good such defect and take such steps as may be necessary to prevent the continuance or recurrence of such damage or personal injury and shall in the meantime take such additional precautions to prevent injury or damage as the circumstances may require but so far as practicable no alteration or repairs shall without the consent of the Company be made after any such occurrence until the Company shall have had an opportunity of carrying out an inspection.
9. The Terms Exceptions and Conditions of this Policy so far as applicable and with any necessary modifications shall apply to the Insured's legal personal representative.
10. If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as "the Dispute"), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of Arbitrators or Umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

Appendix: Notice to customers relating to The Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG insurance (Hong Kong) Limited ("**MSIG**", "**we**" or "**us**") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

Privacy Policy

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone without your consent. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agents, contractors or third parties who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our Privacy Policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at msig.com.hk. You should check the Privacy Policy regularly for changes.

Personal Information Collection Statement

Personal information is data that can be used to uniquely identify or contact a single person. As our customer, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

If you do not provide us with your personal data, we may not be able to provide the Product you need or process your request.

We may use your personal data for:-

- processing and evaluating your insurance application and any variation or renewal of the Product;
- administration of the services and facilities in relation to the Product provided to you;
- conducting identity and/or credit checks;
- invoicing, processing payment instructions and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product;
- conducting statistical or actuarial research and/or analysis by us;
- automated decision-making processes, including profiling, for risk assessment and claims management;
- other ancillary purposes which are directly related to the above purposes;
- conducting matching procedures (as defined under the Ordinance);
- complying with applicable laws, regulations or any industry codes or guidelines; and
- detecting, investigating and preventing fraud and/or other illegal activity (whether or not relating to the Product issued in respect of this application).

In connection with any of the above purposes, the personal data that we have collected might be disclosed or transferred to the following persons and/or entities (who may be located within or outside of Hong Kong, or may process or store your personal data outside of Hong Kong):

- third party agents, contractors, service providers and advisors (including but not limited to debt collection agencies, credit reference bureaus or call centers) who provide administrative, communications, computer, data processing and storage, payment, security, information technology, marketing or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);

- loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance intermediary;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar insurance industry association or federation);
- the Insurance Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law;
- the police and fraud investigation or prevention organizations;
- databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information; and
- in the event that we transfer all or a substantial part of our business to another company, the transferee of that business, who may then use your personal data to continue carrying out that business.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

MSIG also intends to use your name, your address, your phone number and email address from time to time to provide marketing materials and conduct direct marketing (including but not limited to promotion, marketing and sales) of the Product.

If you do not wish MSIG to use your personal data for direct marketing as listed above, you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by filling in the [“Enquiry form – Opt-out from direct marketing activities”](#) on our website at msig.com.hk. In your notification, you must supply the same required information as listed below.

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To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.	
Full name:	
Contact number:	
HKID number:	(for identification purpose)
Policy/Certificate/Acknowledgement number (if you have one):	
Note: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.	

Under the Ordinance, you have the right to: (a) be informed of the kind of personal data held by us; (b) be informed of the main purposes for which personal data held by us are or are to be used; (c) request access to your personal data held by us; (d) request correction of your personal data held by us; and (e) ascertain our policies and practices in relation to personal data. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at +852 3122 6922.

附錄：關於《個人資料（私隱）條例》（「條例」）的客戶通知

三井住友海上火災保險（香港）有限公司（下稱「**MSIG**」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

私隱政策

MSIG 極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。**MSIG** 採取切實可行的預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，除非得到您的同意，我們均不會出售您的個人資料給任何人。**MSIG** 嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。此外我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 msig.com.hk 下載。您應定期查閱此範本所修改的內容。

個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單產品」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

如您未能向我們提供您的個人資料，我們可能無法提供您所需的保單產品或處理您的請求。

我們可能將您的個人資料用於以下用途：

- 處理和評估您的保險申請及任何保單產品的變更或續保；
- 管理與保單產品相關的服務和設施；
- 進行身份和 / 或信用審查；
- 發出賬單、處理付款指示及向您收取保費和未結清款項；
- 評估及處理與保單產品相關的索償；
- 進行統計或精算研究和 / 或分析；
- 風險評估和索償管理的自動化決策過程，包括分析；
- 與上述目的直接相關的其他輔助用途；
- 進行配對程序（如條例中所定義）；
- 遵守適用的法律、法規或任何行業守則或指引；及
- 偵測、調查和防止欺詐及 / 或其他非法活動（無論是否與本申請下所發出的保單產品有關）。

在以上任何目的下，我們收集的個人資料可能會被披露或轉移至以下人士和 / 或實體（他們可能位於香港境內或境外，或可能在香港境外處理或儲存您的個人資料）：

- 向我們提供行政、通訊、電腦、數據處理和儲存、支付、保安、資訊科技、營銷或其他協助我們實現上述目的的服務的第三方代理、承包商、服務供應商及顧問（包括但不限於追討欠款機構、信用調查局或

呼叫中心，以及醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商)；

- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保險公司及再保險經紀；
- 您的保險中介人；
- 我們的法律及專業顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險行業協會或聯會）；
- 保險投訴局及同類的保險業機構；
- 法例要求或許可的政府機關；
- 警方及防止或調查欺詐的組織；
- 保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊（及其運營者）；及
- 在我們將全部或大部分業務轉讓給其他公司時，該業務的受讓人可繼續使用您的個人資料來執行該業務。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

MSIG 亦擬不時使用您的姓名、地址、電話號碼及電郵地址提供產品的市場推廣及直接促銷（包括但不限於推廣、營銷及銷售）。

如您不欲 **MSIG** 將您的個人資料用作上述直接促銷用途，您應於右列方格加上剔號並將此通告之副本連同您要求拒絕直接促銷活動所必須提供的資料（詳情如下）郵寄至下列地址。您亦可填妥本公司網頁 msig.com.hk 的「[查詢表格 – 拒絕直銷活動](#)」通知我們。在您的通知中，您必須於提供以下列出的相同所需資料。

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為讓我們能夠處理您以上提出的拒絕直接促銷活動之請求，請提供以下資料並寄至：香港太古城英皇道 1111 號 9 樓，資料保護主任收。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註：此拒絕直接促銷活動要求將會取代您先前給予 MSIG 一切關於直接促銷的指示。	

根據條例，您有權：(a) 知悉我們所持有的個人資料種類；(b) 知悉我們所持有的個人資料的主要用途；(c) 查閱我們所持有的您的個人資料；(d) 更正我們所持有的您的個人資料；及 (e) 查詢我們有關個人資料的政策和實務。如您希望行使這些權利，請致函香港太古城英皇道 1111 號 9 樓，我們的資料保護主任收。

如您對此個人資料收集聲明有任何疑問或須協助，請致電+852 3122 6922 與我們聯絡。