

Policy

Public Liability

Policy coverage attaching to and forming part of Policy of Insurance

Welcome to your AXA General Insurance Hong Kong Limited Public Liability Insurance Policy.

Your Policy consists of

- the proposal form
- the Policy wording in this jacket
- the Policy Schedule

Your Policy Schedule shows

- details of your cover
- the Period of Insurance
- the sums insured/monetary limits
- any special terms that may apply to your Policy

Following payment of the premium stated in the Policy Schedule we will, in the event of accident, injury, damage or loss happening during the Period of Insurance, provide insurance as described in the following pages for those sections you have chosen.

Please read this jacket together with your Policy Schedule to make sure you know what cover is provided.

If you require more cover or different cover, please consult your insurance agent or broker or AXA General Insurance Hong Kong Limited.

Insuring Clause

The Insured carrying on the Business described in the Policy Schedule and no other for the purpose of this insurance by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein having applied to the Company for this insurance and having paid or agreed to pay the Premium

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

- (1) accidental bodily injury (including death or disease) to any person
- (2) accidental loss of or damage to property

happening in connection with the Business and occurring during the Period of Insurance

- (a) at the places described in the Policy Schedule under Situation of Risk and
- (b) elsewhere in the world in connection with commercial visits by directors or non-manual staff normally resident in and travelling from the country specified in the Policy Schedule under Situation of Risk

Provided Always that except in respect of liability arising under (b) above the Company will not indemnify the Insured in respect of any liability arising from any action for damages brought in the Courts of Law of any territory outside the country specified in the Policy Schedule under Territorial Limits

Subject Always To

- (a) the terms exceptions and conditions contained herein or endorsed hereon (collectively referred to as 'the Terms of this Policy')
- (b) the liability of the Company under this Policy for all damages payable in respect of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause not exceeding the Limit of Indemnity
- (c) the liability of the Company under this Policy for all damages payable in respect of all occurrences happening in any one Period of Insurance not exceeding the Period Limit

In Respect of any occurrence to which this Policy applies the Company will also pay

- (a) legal costs recoverable by any claimant from the Insured
- (b) costs and expenses incurred with the written consent of the Company

Exceptions

- 1 The Company will not indemnify the Insured in respect of
 - (a) bodily injury to any member of the Insured's family or household or person under a contract of service or apprenticeship with the Insured or labour master and persons supplied by the Insured or person employed by labour only sub-contractors or self-employed person or person hired or borrowed from any public authority company firm or individual while working for the Insured in connection with the Business or any employee of the Insured if the bodily injury arises out of and in the course of his employment nor in respect of any claim by any Government or other Authority for compensation or reimbursement under any legislation relating to such bodily injury
 - (b) loss of or damage to property belonging to or in the charge custody or control of the Insured or any member of the Insured's family or household or any employee of the Insured other than personal effects belonging to directors employees or visitors
 - (c) expenditure incurred in doing or re-doing or making good any work which the Insured has contracted to do
 - (d) liability assumed by the Insured under any contract or agreement whether written verbal or implied unless such liability would have attached notwithstanding any such contract or agreement
 - (e) bodily injury loss or damage caused by vibration or the removal or weakening of or interference with support to land buildings or any other property
 - (f) remedial professional or other advice or treatment (other than medical first aid treatment) given administered or omitted by the Insured
 - (g) any goods or any containers thereof sold or supplied or repaired renovated let on hire or handled by the Insured and no longer in the Insured's possession or control (other than food or drink sold or supplied on the Premises and not being part of the business of the Insured)
 - (h) bodily injury loss or damage caused by or resulting from the ownership possession or use by or on behalf of the Insured of
 - (i) any animal-drawn or mechanically-propelled vehicle or any trailer (unless such vehicle or trailer is specified as Plant in the Policy Schedule) but this Exception shall not apply in connection with the loading or unloading of any vehicle or trailer unless an indemnity is provided by another insurance
 - (ii) any aircraft hovercraft oil drilling platform rig or watercraft (other than manually propelled watercraft) or railway locomotive or railway rolling stock
 - (iii) any power-operated lift elevator crane hoist or other power-operated lifting tackle unless such items are specified as Plant in the Policy Schedule
 - (i) bodily injury or loss of or damage to or loss of use of property directly or indirectly caused by seepage pollution or contamination
 - (ii) the cost of removing nullifying or cleaning up seeping polluting or contaminating substances

- (j) fines penalties punitive or exemplary damages
- (k) loss of or damage to property caused by or resulting from the explosion of any boiler or other apparatus owned or used by the Insured which is intended to operate under internal pressure due to steam
- (l) bodily injury loss or damage directly or indirectly occasioned by or happening through or in consequence of
 - (i) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny rebellion revolution insurrection or act of terrorism or military or usurped power riot or civil commotion
 - (ii) any act of any person or persons acting on behalf of any organisation with activities directed towards the overthrow by force of any de jure or de facto Government or the influencing of it by terrorism or violence

In any claim suit or other proceedings where the Company alleges that by reason of this Exception any liability is not covered by the Policy the burden of proving that such liability is covered shall be upon the Insured

- (m) bodily injury loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel Solely for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission
 - (ii) nuclear weapons material

2 War and Civil War Exclusion Clause

This insurance does not cover any liability assumed by the Insured for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

3 Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Policy 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 organisation(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.

This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

In the event any portion of this Exception 3 is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4 Electronic Data Endorsement B (IT/Cyber Risk Clarification Clause)

(a) Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- (i) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature, computer virus includes but is not limited to "Trojan Horses", "Worms" and "Time or Logic Bombs".

- (ii) However, in the event that a peril listed below results from any of the matters described in paragraph (i) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

(b) Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such electronic data to the assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

5 Total Asbestos Exclusion Clause

This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

6 Total Professional Liability Exclusion

This insurance does not apply to any loss or liability in respect of the rendering of or failure to render professional advice or service provided by you or any error or omission connected therewith.

7 Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no 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 insurer 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 or United States of America.

Conditions

1 Interpretation

This Policy and the Policy 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 this Policy or of the Policy Schedule shall bear such meaning wherever it may appear.

2 Observance

The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

3 Precautions

The Insured shall take all reasonable precautions to prevent accidents and to comply with all statutory obligations and regulations imposed by any authority.

4 Alterations

The Insured shall give immediate written notice to the Company of any alteration which materially affects the risk covered by this Policy failure to do so may void all cover under this Policy.

5 Claims

(a) The Insured shall give written notice to the Company of any accident or loss or claim or proceedings immediately the same shall have come to the knowledge of the Insured or his/her representative.

(b) 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, if it so desires, 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 for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such information and assistance as the Company may require.

(c) The Company may at any time pay to the Insured

(i) in connection with any one claim or number of claims against the Insured arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled

(ii) in connection with all claims against the Insured in respect of which a Period Limit applies arising out of all occurrences happening in any one Period of Insurance the amount of the Period Limit (after deduction of any sum or sums already paid as compensation) or any less amount for which such claims can be settled

and upon such payment the Company shall relinquish conduct and control of and be under no further liability under this Policy in connection with such claim or claims, except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

6 Other Insurance(s)

If at the time of the happening of any occurrence covered by this Policy there is any other existing insurance covering the same liability or any part thereof the Company shall not be liable to pay or contribute more than its rateable proportion of any sum payable in respect of such occurrence.

7 Premium Adjustment

If the Premium for this Policy has been calculated on 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 of the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require and 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 any Minimum Premium hereon.

8 Cancellation

The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event the Premium where adjustable shall be adjusted in accordance with Condition 7 or otherwise the Insured shall become entitled to the return of a proportionate part of the Premium corresponding to the unexpired portion of the Period of Insurance.

9 Arbitration

All differences arising out of this Policy shall be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed in

writing by each party and in case of disagreement between the arbitrators to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference and an award shall be a condition precedent to any liability of the Company or any right of action against the Company

10 Jurisdiction Clause

The Company shall not be liable in respect of any judgements that are delivered by or obtained from a court outside Hong Kong. Furthermore the indemnity shall not apply to a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.

11 Contracts (Rights of Third Parties) Ordinance

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.

12 This Policy is subject to minimum premium of \$500.

How to Make a Claim

1 The Insured shall give written notice to the Company of any accident or loss or claim or proceedings immediately the same shall have come to the knowledge of the Insured or his representative

2 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 if it so desires 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 for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require

3 The Company may at any time pay to the Insured

(a) in connection with any one claim or number of claims against the Insured arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled

(b) in connection with all claims against the Insured in respect of which a Period Limit applies arising out of all occurrences happening in any one Period of Insurance the amount of the Period Limit (after deduction of any sum or sums already paid as compensation) or any less amount for which such claims can be settled

and upon such payment the Company shall relinquish conduct and control of and be under no further liability under this Policy in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment

Important - Please follow these guidelines as they will assist us in processing your claim.

Please always state your Policy and/or claim reference in all communications.

Should you have any query or need further advice please call us on 2523 3061.

Once your claim is registered with us, a personal Claim Handler will be appointed to assist you.

Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the "Company") recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) ("PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes ("Purposes"), including:

- 1 offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“our affiliates”) or our business partners (see “**Use and provision of personal data in direct marketing**” below), and administering, maintaining, managing and operating such products/services;
- 2 processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- 3 providing subsequent services to you, including but not limited to administering the policies issued;
- 4 any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
- 5 detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
- 6 evaluating your financial needs;
- 7 designing products/services for customers;
- 8 conducting market research for statistical or other purposes;
- 9 matching any data held which relates to you from time to time for any of the purposes listed herein;
- 10 making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- 11 conducting identity and/or credit checks and/or debt collection;
- 12 complying with the laws of any applicable jurisdiction;
- 13 carrying out other services in connection with the operation of the Company’s business; and
- 14 other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

- 1 any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- 2 any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- 3 any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- 4 credit reference agencies or, in the event of default, debt collection agencies;
- 5 any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
- 6 any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and.
- 7 the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below “**Use and provision of personal data in direct marketing**”.

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data in direct marketing:

The Company intends to:

- 1 use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
- 2 conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:

- a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
 - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
- 3 the above products and services may be provided by the Company and/or:
 - a) any of our affiliates;
 - b) third party financial institutions;
 - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in (2) above;
 - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
 - 4 in addition to marketing the above products and services, the Company also intends to provide the data described in (1) above to all or any of the persons described in (3) above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on “**Access and correction of personal data**”. The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
AXA General Insurance Hong Kong Limited
5/F, AXA Southside, 38 Wong Chuk Hang Road,
Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company’s administrative and actual costs incurred in complying with your data access requests.

Caring for Our Customers

We at AXA General Insurance Hong Kong Limited make every effort to provide a good standard of service to all our policyholders. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do

- Your first point of contact should always be your insurance agent or broker. Alternatively, you may submit your feedback to the AXA Manager in charge of the matter you are raising.
- If, following contact with the above, you feel that you require further assistance then please write to

Chief Executive Officer
AXA General Insurance Hong Kong Limited
5/F, AXA Southside, 38 Wong Chuk Hang Road,
Wong Chuk Hang, Hong Kong

An acknowledgement that your complaint has been received will be sent to you within two working days following which your complaint will be investigated. If we have your telephone number we will call you.

- AXA General Insurance Hong Kong Limited is a member of the Insurance Complaints Bureau. If your complaint concerns a claim and after following the above procedure your claim has not been resolved to your satisfaction, you may write to the Insurance Complaints Bureau at the following address

Insurance Complaints Bureau
29/F, Sunshine Plaza
353 Lockhart Road
Wanchai, Hong Kong

If the Insurance Complaints Bureau decides that our handling of your claim has been unreasonable or technically incorrect, their decision is binding on us by the terms of an agreement we have signed.

Important - Please remember to quote your Policy reference in any communication.

Note: All Amounts are in Hong Kong Dollars.