



QBE Hongkong & Shanghai Insurance Limited

SME Business Insurance Solution Policy

Policy Wording

QBE HONGKONG & SHANGHAI INSURANCE LIMITED welcomes you as a policy holder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the Insurance. Please store it in a safe place.

Should you have any queries, please contact your Registered Agent/Broker or our QBE office, especially if the Insurance arranged is not completely in accordance with your intentions.

QBE Hongkong & Shanghai Insurance Limited

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“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 BENEFITS FROM YOUR POLICY.”



QBE SME BUSINESS INSURANCE SOLUTIONS POLICY

The Insured carries on the Business and has given to QBE Hongkong & Shanghai Insurance Limited ("the Company") a data questionnaire or, in the case of the Employee Compensation Cover Section, a proposal each of which shall, where applicable, form part of and be the basis of this Policy.

In consideration of the Insured paying the premium the Company agrees, subject to the terms, provisions, exclusions, limits and conditions contained herein or endorsed hereon that if during the Period of Insurance or during any further period in respect of which the Insured shall have paid and the Company shall have accepted the premium required, to indemnify the Insured as described in the respective Cover Sections.

GOVERNING LAW AND JURISDICTION – APPLYING TO ALL COVER SECTIONS

Unless otherwise specified in this Policy or required by applicable law, this Policy shall be governed by and construed in accordance with the laws of the Hong Kong and any dispute arising out of or relating to this Policy shall be determined exclusively by the courts of Hong Kong.

THE FOLLOWING GENERAL DEFINITIONS, GENERAL EXCLUSIONS AND GENERAL CONDITIONS FORM PART OF THIS POLICY AND APPLY TO ALL COVER SECTIONS EXCEPT THE EMPLOYEE COMPENSATION COVER SECTION.

THE EMPLOYEE COMPENSATION COVER SECTION WILL BE AN ENTIRELY SEPARATE POLICY AND WILL BE CONSTRUED ACCORDINGLY.

GENERAL DEFINITIONS

Unless otherwise deleted, replaced or supplemented, the following definitions shall apply to all Cover Sections (except for the Employees Compensation Cover Section).

- 1) **Business** shall mean the business of the Insured as shown in the Schedule.
- 2) **Excess(es)** shall mean the first amount of each claim payable by the Insured as stated in the Schedule. Should more than one Excess apply under this Policy for any claim or series of claims arising from the one original source or cause, such Excesses shall not be aggregated and the highest single level of Excess only shall apply.
- 3) **Period of Insurance** shall mean the period referred to in the Schedule or any further period which has been agreed.
- 4) **Policy** shall mean:
 - This Policy booklet, which shows the Cover Sections available for inclusion in this Policy;
 - The data questionnaire attached to the Policy Schedule;
 - The most current Schedule including any clauses and appendices attaching;
 - Any Endorsement that the Company issued or agreed to issue; and
 - Any other written change advised by the Company that varies or modifies the above documents.
- 5) **Schedule** shall mean the document issued by the Company attaching to and forming part of this Policy, specifying the party or parties insured, the Cover Sections granted and details of Limits of Liability, Sub-limits and Excess(es) applicable. Schedule includes the initial and any subsequent Schedule(s) issued by the Company noting changes or variations to the Policy and renewal.
- 6) **Time Excess** shall mean the amount of indemnity in respect of the insured damage during a prescribed time span which would otherwise be recoverable. The Time Excess will be applied to each and every Cover Section or sub-sections separately.
- 7) **Words and Gender** words importing persons shall include corporations and other legal entities. The singular includes references to the plural and vice versa and any gender Includes references to all other genders.

GENERAL EXCLUSIONS

Unless otherwise deleted, replaced, supplemented or indicated, the following exclusions shall apply to all Cover Sections, except the Employee Compensation Cover Section.

1) Alteration of Risks

This Policy does not cover loss, damage, injury or liability arising from any alteration in the trade or process carried on at the premises or in the nature of the occupation or other circumstances affecting the insured property in such way as to increase the risk of loss or damage unless the Company has first been notified of any such alteration and the Insured

has agreed to pay any additional premium as may be required by the Company.

2) Cyber Exclusion

Where included in this policy, the Property All Risks and/or Business Interruption and/or Money and/or Fidelity Guarantee sections of this policy will be subject to the following exclusion.

This Policy excludes any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Incident.

However, this Policy will provide cover for physical loss or damage, to the property insured not otherwise excluded happening at the Risk location, including business interruption resulting therefrom, directly occasioned by a Cyber Incident. Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data directly occasioned by the Cyber Incident shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause.

Notwithstanding the foregoing, in the event that hardware or Electronic Data storage device of a Computer System insured by this Policy, sustains physical damage by an insured peril directly occasioned by a Cyber Incident, which results in damage to or loss of Electronic Data stored on that hardware or Electronic Data storage device, then the damage to or loss of such Electronic Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Electronic Data shall be the costs of copying the Electronic Data from back-up's or from originals of the previous generation and the cost of the blank media.. Such costs shall not include all reasonable and necessary expenses incurred in recreating, gathering or assembling such Electronic Data, and does not include the value of the Electronic Data to You or any other party even if such Electronic Data cannot be recreated, gathered or assembled.

Definitions

2.1 "Cyber Incident" shall include:

- 2.1.1 unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
- 2.1.2 Malware or Similar Mechanism;
- 2.1.3 programming or operator error whether by the insured or any other person or persons;
- 2.1.4 any unintentional or unplanned – wholly or partially – outage of the insured's Computer System not directly caused by physical loss or damage;

affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons or other computer system or machine

2.2 "Computer System" means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and

including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

2.3 "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.

2.4 "Malware or Similar Mechanism" means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to "Virus", "Trojan Horses", "Worms", "Logic Bombs" or "Denial of Service Attack".

3) Nuclear Damage

This Policy does not cover loss, damage, injury or liability caused directly or indirectly by, related to or in consequence of:

- 3.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- 3.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion does not extend to radioactive isotopes, other than nuclear fuel or nuclear waste, when such isotopes are on the property insured and are being prepared, stored or used in the normal course of operations by the Insured for the commercial, agricultural, medical, scientific or other similar peaceful purposes for which they were intended.

4) Other Property Damage

Under any of the following circumstances the Policy ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the approval of the Company, signified by endorsement upon this Policy:

- 4.1 If the building/insured property becomes unoccupied and remains so for a continuous period of more than 30 days;
- 4.2 If the interest in the insured property passes from the Insured otherwise than by will or operation of law.

5) Sanction Clause

No (re)insurer shall 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, United Kingdom or United States of America.

6) Terrorism

This Policy does not cover loss, damage, death, injury, illness, 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 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) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also does not cover loss, damage, death, injury, illness, 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.

7) War & Confiscation

This Policy does not cover loss, damage, injury or liability caused directly or indirectly by, related to or in consequence of:

7.1 War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution or usurped power;

7.2 Permanent or temporary dispossession resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority; permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person.

8) Communicable Disease Exclusion

Where included in this policy, the Property All Risks and/or Business Interruption and/or Money sections of this policy will be subject to the following exclusion.

8.1 This Policy excludes any loss, damage liability claim or expense of whatsoever, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

8.2 Subject to the other terms, conditions and exclusions contained in this reinsurance agreement, this

reinsurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance/eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire, riot, riot attending a strike, civil commotion, vandalism and malicious mischief.

Definitions

8.3 Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

8.3.1 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

8.3.2 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

8.3.3 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.

8.4 Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

GENERAL CONDITIONS

Unless otherwise deleted, replaced or supplemented, the following conditions shall apply to all Cover Sections, except the Employee Compensation Cover Section.

1) Adjustment of Premium

If the premium for this Policy or any part thereof shall have been calculated on estimates furnished by the Insured, the Insured shall within thirty (30) days after the expiry of the Period of Insurance furnish the Company such matters, particulars and information relevant to the Policy as the Company may reasonably require. The premium for the Period of Insurance shall thereupon be adjusted and any difference paid by or allowed to the Insured as the case may be.

The Insured will keep a record of all matters, particulars and information requested by the Company and must on reasonable notice, allow the Company or its nominee to inspect and make copies of such records.

2) Assignment of Policy

This Policy is not assignable and the Company shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this Policy.

3) Cancellation of Policy

The Company may cancel this Policy by giving thirty (30) days' written notice by registered letter to the Insured at the Insured's last known address and in such event the Company will return to the Insured the premium paid less the pro-rated premium payable for the period during which the Policy had been in force.

This Policy may be cancelled at any time by the Insured giving seven (7) days written notice to the Company that the Insured requests cancellation of the Policy and, if so cancelled, provided no claim has arisen during the period which this Policy has been in force, the Insured shall be entitled to a return premium based on the following Short Term Rate Table and also subject to any adjustment of premium required by the terms or conditions of this Policy.

SHORT TERM RATE TABLE

TIME ON RISK	PREMIUM REFUND
Up to 1 month	90% of Annual Premium
Up to 2 months	80% of Annual Premium
Up to 3 months	70% of Annual Premium
Up to 4 months	60% of Annual Premium
Up to 5 months	50% of Annual Premium
Up to 6 months	40% of Annual Premium
Up to 7 months	30% of Annual Premium
Up to 8 months	20% of Annual Premium
Up to 9 months	10% of Annual Premium
Exceeding 9 months	No Refund

When the premium is subject to adjustment, cancellation will not affect the obligation of the Insured to supply to the Company such information as is necessary to permit the premium adjustment to be calculated and to pay the amount of the adjustment applicable up to the date of cancellation.

Where "Insured" involves more than one person, the Company will only cancel this Policy at the request of the "Insured" when a written request to cancel this Policy is received from all persons named as the "Insured".

4) Claims Procedure

4.1 On the happening of any accident, loss or damage the Insured shall forthwith give notice thereof to the Company, and shall within thirty (30) days after the accident, loss or damage, or such further time as the Company may allow in writing, deliver to the Company:

4.1.1 A claim in writing for the accident, loss or damage containing as particulars an account, as may be reasonably practicable, of all injuries and/or the several articles or items of property damaged or destroyed and the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.

4.1.2 Particulars of all other insurances, if any.

The Insured shall also, at all times at the Insured's expense produce and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the event/ circumstances under which the accident, loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

4.2 The Insured must not:

4.2.1 Admit liability, make an admission, offer, promise or payment if an incident occurs which is likely to result in someone claiming against the Insured;

4.2.2 Make any admission of guilt or promise or offer of payment in connection with any such claim unless the Company first agrees in writing. This applies to the Insured or any other person making a claim under this Policy;

4.2.3 Negotiate, admit, repudiate or pay any claim by any person.

4.3 The Insured must:

4.3.1 Take all reasonable precautions to prevent further loss or damage;

4.3.2 Endeavour to preserve all property, products, appliances and plant and all other things which may assist in the investigation or defence of a claim or in the exercise of right of subrogation, and as may be reasonably practicable, the Insured must not without the consent of the Company carry out any alteration or repair until the Company has had an opportunity to inspect.

4.4 The Company shall be entitled 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.

4.5 The Company shall have full discretion in the conduct of any legal proceedings and in the settlement in connection with any claim and the Insured shall give all information and assistance as the Company may require. This may include giving evidence in any legal proceedings.

5) Condition Precedent to Policy

If this Policy is the first of such insurance(s) of the same or similar nature granted to the Insured by the Company and the risk insured by this Policy has not previously been insured by the Company then the validity of this Policy is subject to the condition precedent that:

5.1 For the risk insured, the Insured has not had any other policy insuring that risk terminated in the twelve

(12) months immediately preceding the inception of this Policy due solely or in part to a breach of any premium payment condition; or

- 5.2 If the Insured has declared that the Insured has breached any premium payment condition in respect of another policy taken out with another insurer in the twelve (12) months immediately preceding the inception of this Policy:

5.2.1 The Insured has fully paid all outstanding premium for time on risk calculated by the other insurer based on the customary short period rate in respect of that other policy; and

5.2.2 A copy of the written confirmation from the other insurer to this effect is first provided by the Insured to the Company before cover under this Policy incepts.

6) Conditions Precedent to Liability

- 6.1 In so far as it is not prohibited by any applicable law the Insured shall at all times observe, comply and fulfill the terms of this Policy.
- 6.2 The truth of the statements and answers in the data questionnaire shall be the basis of this Policy.
- 6.3 Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

7) Contribution

If at any time of any accident, loss or damage happening to any interest insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons, covering the same interest insured, the Company shall not be liable to pay or contribute more than a rateable proportion of such legal liability, loss or damage covered by this Policy.

For Liability Cover Sections, the Company shall only be liable under this Policy for the excess beyond any amount insured by such other insurance in respect of that liability, whether or not such insurance is valid or collectible.

8) Company's Liability

In no case whatever shall the Company be liable for any accident, loss or damage after the expiration of twelve months from the happening of the accident, loss or damage unless the claim is then the subject of pending mediation, arbitration or other action. All benefit under this Policy shall be forfeited if any claim is made and rejected and an action or suit is not commenced within 3 months after such rejection or (in the case of an arbitration taking place pursuant to General Condition 14 of this Policy) within 3 months after the arbitrator or umpire has made an award.

9) Disclosure

9.1 Duty of Disclosure

Before entering into this Policy, the Insured has a duty to disclose to the Company every matter known to the insured, or which the Insured could reasonably be expected to know, that is relevant to the Company's

decision to accept the risk and issue this Policy and if so, on what terms.

The Insured has the same duty to disclose those matters to the Company before each renewal, extension, endorsement or reinstatement of this Policy.

9.2 Non-Disclosure

If the Insured fails to comply with the duty of disclosure the Company will be entitled to avoid this Policy from inception.

10) Excess

This Policy does not cover the amounts of the Excess(es) in respect of each and every claim as ascertained after the application of all other terms and conditions of the Policy including any conditions of average/underinsurance. The Excess(es) apply to all amounts payable under this Policy.

11) Fraudulent Claims

If the claim be in any respect fraudulent, or if any false declaration be made or used to support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, the Company will be entitled to avoid this Policy from inception.

12) Interpretation

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached shall bear such specific meanings wherever they may appear.

Headings are included for guidance and identification only and do not form part of this Policy.

Nothing in this Policy is to be interpreted against the Company solely on the ground that the Company put forward this Policy or any part of it.

13) Inspection of Property

13.1 The Company will be permitted but not obligated to inspect the Insured's property and operations at any time.

13.2 Neither the Company's right to inspect nor its failure to inspect, nor the making of any inspection nor any report of an inspection may be used by the Insured or others in any action or proceeding involving the Company.

13.3 The Company may examine and audit the Insured's books and records at any time during the Period of Insurance and within three years thereafter but that examination and audit will be restricted to matters which in the opinion of the Company are relevant to the Policy.

14) Mediation & Arbitration

All disputes arising out of this Policy shall be submitted and referred to mediation at Hong Kong International Arbitration

Center (HKIAC) in accordance with the mediation procedure for the time being in force.

The parties agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached. If the mediation is abandoned by the mediator or is otherwise concluded without the dispute or difference being resolved, then such dispute or difference shall be referred to and determined by arbitration before any legal action may be taken against the Company. Arbitration shall be conducted in accordance with the Domestic Arbitration Rules of HKIAC.

If the Company shall disclaim liability to the Insured for any claim hereunder and such claim has not within twelve calendar months from the date of such disclaimer been referred to mediation and/or arbitration, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

15) Misdescription

If there be any material misdescription of the Business or premises to which this Policy refers or any misdescription as to any fact material to be known for estimating the risk or any omission to state such fact, the Company will be entitled to avoid this Policy from inception.

16) Notices

Notice in writing shall be given as soon as possible to the Company of:

16.1 Every occurrence, event, claim, demand, writ, summons, proceedings, impending prosecution, inquest and all information in relation thereto which may result in a claim under this Policy, whether or not the Insured believes any claim amount might fall below any Excess.

16.2 Every change materially varying any of the facts or circumstances existing at the commencement of this Policy that shall come to the knowledge of the Insured. The Company may at its discretion, for what it considers to be an increase of risk:

16.2.1 charge additional premium;

16.2.2 amend or impose additional terms or conditions

16.2.3 cancel this Policy.

16.3 Any notice given in writing by the Company:

16.3.1 To the first named Insured in the Schedule shall be deemed to be notice given to all of the parties comprising the Insured;

16.3.2 Shall be effective immediately on receipt by the first named Insured of a personal delivery or electronic communication sent from the Company or in the case of notices by post, three business days after having been posted by the Company to the Insured's last address known to the Company.

17) Precautions

The Insured shall take all reasonable precautions to avoid and minimise injury, loss or damage and to comply with all applicable laws for the safety of persons or property.

18) Premium Payment Warranty

18.1 Notwithstanding anything herein contained but subject to clause b) hereof, the Insured warrants that if the Period of Insurance is sixty (60) days or more, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within sixty (60) days of the:

18.1.1 Inception date of the coverage under this Policy, renewal certificate or cover note; or

18.1.2 Effective date of each endorsement, if any, issued under this Policy, renewal certificate or cover note.

18.2 In the event that any premium due is not paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the sixty (60) day period referred to above, then:

18.2.2 The cover under this Policy, renewal certificate, cover note or endorsement is automatically terminated immediately after the expiry of the said sixty (60) day period;

18.2.3 The automatic termination of the cover shall be without prejudice to any liability incurred within the said sixty (60) day period; and

18.3 If the Period of Insurance is less than sixty (60) days, any premium due must be paid and actually received in full by the Company (or the intermediary through whom this Policy was effected) within the Period of Insurance.

19) Subrogation

The Insured shall, at the expense of the Company, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

20) Reasonable Care and Reducing Risk

You must take reasonable steps to ensure that you:

20.1 maintain buildings, structures, fixtures, fittings, furnishings, appliances, fire protection systems, vehicles, machinery, implements and plant in sound condition to minimise or avoid theft, loss or damage;

20.2 ensure that only competent employees are employed by you;

20.3 avoid or minimise loss of or damage to property or injury to other people;

- 20.4 comply, within a reasonable time, with any reasonable request made by the Company;
- 20.5 obtain certificates of inspection for all equipment required by any statute or regulations to be certified; and
- 20.6 comply, at your expense, with all our recommendations to prevent or minimise theft, loss or damage.

PERSONAL INFORMATION COLLECTION STATEMENT

In relation to the personal data collected by QBE Hongkong & Shanghai Insurance Limited ("QBE HK"), I/we agree and acknowledge that:

- a) the personal data requested is necessary for QBE HK to process your application for insurance or claim and any such data not provided may mean this application or claim cannot be processed.
- b) the personal data collected in this form may be used by QBE HK for the purposes stated in its Privacy Policy found at qbe.com/hk. These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, claim processing, investigation, payment and subrogation and any related purposes)
- c) QBE HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purposes identified in (b) above:
 - i) third parties providing services related to the administration of my/our policy (including reinsurance);
 - ii) financial institutions for the purpose of processing this application and obtaining policy payments;
 - iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;
 - iv) another member of the QBE group (for all of the purposes stated in (b)) in any country; or
 - v) other parties referred to in QBE's Privacy Policy for the purposes stated therein
- d) I/we may gain access to, or request correction of my/our personal data (in both cases, subject to a reasonable fee), via email or post at:

QBE Hongkong & Shanghai Insurance Limited
Address: 33/F, Oxford House, Taikoo Place,
979 King's Road, Quarry Bay, Hong Kong
Email: info.hk@qbe.com.hk
- e) That where I/we are providing personal data on behalf of another person to QBE HK, I/we have obtained consent from the other person who have agreed that their personal data will be released to QBE HK in accordance with paragraphs (a), (b) and (c) above.
- f) That in the event of differences between the English and Chinese, the English version shall prevail.

個人資料收集聲明

關於昆士蘭聯保保險有限公司（“昆士蘭保險香港”）收集之個人資料，本人/我等同意並承認：

- a) 索取之個人資料對於昆士蘭保險香港處理本人/我等之保險或索償申請乃屬於必需。若未提供此類資料，可能導致無法處理此項申請或索償。
- b) 昆士蘭保險香港可以將此表格所收集的個人資料用於其網頁 qbe.com/hk 所載私隱政策當中表明之目的，其中包括承保和管理本人/我等正在申請之保險（包括獲得再保險、承保續期、理賠、調查、付款、代位索償以及各種相關目的）。
- c) 昆士蘭保險香港可為以上 (b) 項指明之目的，將個人資料轉交以下無論是在香港還是在海外之各類人士：
 - i. 提供與本人/我等之保險（包括再保險）之管理有關的服務的第三方；
 - ii. 為處理此項申請並獲得保單付款，將個人資料轉交金融機構；
 - iii. 在發生索償時，將個人資料轉交有關的損失理算師、評估師、第三方管理人員、緊急服務提供者、法律服務提供者、零售商、醫療服務提供者和旅行社；
 - iv. 昆士蘭保險集團不論位於任何國家或地區的另一成員（為以上 (b) 項所述各種目的而提供該個人資料）；
 - v. 為昆士蘭保險私隱政策所指的各種目的，將個人資料提供予該私隱政策提及的其他人士。
- d) 本人/我等可以查閱或要求更正自己的個人資料（在這兩種情況下均需支付一筆合理費用）。提出有關要求，可經電郵或郵遞方式向以下地址發信：

昆士蘭聯保保險有限公司
地址：香港鰂魚涌英皇道 979 號太古坊濠豐大廈 33 樓
電郵：info.hk@qbe.com.hk
- e) 若本人/我等乃代表另一人士向昆士蘭保險香港提供個人資料，本人/我等已徵得該人士表示同意根據以上 (a)、(b)、(c) 款將其個人資料發放給昆士蘭保險香港。
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January 2021

QBE SME BUSINESS INSURANCE SOLUTION POLICY

PUBLIC LIABILITY

1. THE COVER

1.1 LIABILITY

The Company will pay to or on behalf of the Insured all sums which the Insured becomes legally liable to pay by way of Compensation and all costs awarded against the Insured in respect of:

1.1.1. Bodily Injury or

1.1.2. Property Damage

first happening during the Period of Insurance caused by an Occurrence within the Territorial Limits in connection with the Business of the Insured.

1.2 DEFENCE COSTS AND EXPENSES

With respect to the indemnity afforded by this Policy, the Company will:

1.2.1 Defend in the name of and on behalf of the Insured any suit against the Insured alleging such Bodily Injury or Property Damage and seeking damages on account thereof even if such suit is groundless, false or fraudulent, and the Company may make such investigation, negotiation and settlement of any claim or suit as the Company may deem expedient.

1.2.2 Pay all expenses incurred by the Company, all costs taxed or awarded against the Insured in any suit and all interest accruing after entry of judgment until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the Limit of Liability.

1.2.3 Reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred with the consent of the Company.

Provided that:

1.2.4 The Company shall not be obliged to pay any claim or judgment or to defend any suit after the Limit of Liability has been exhausted by payment of judgments or settlements.

1.2.5 If a payment exceeding the Limit of Liability has to be made to dispose of a claim, the Company's liability to pay any defence costs and expenses in connection therewith shall be limited to such proportion of the defence costs and expenses as the Limit of Liability bears to the amount paid to dispose of the claim.

The amounts thus incurred, except payments in settlement of claims, suits and all costs awarded against the Insured are payable by the Company in addition to the Limit of Liability.

1.3 LIMIT OF LIABILITY

The maximum liability of the Company in respect of any claim or any series of claims for Bodily Injury and/or Property Damage caused by or arising out of one Occurrence will not exceed the Limit of Liability.

Where any claim or series of claims relates to Communicable Disease (as defined herein) our liability shall be further limited to a maximum of HK\$10,000,000 in the aggregate for all losses during the Period of Insurance.

2. SPECIFIC DEFINITIONS

The following specific definitions shall apply to this Cover Section (but not to any other Cover Section) in lieu of any corresponding definition in the General Definitions or the specific definitions in any other Cover Section. If any of these specific definitions is at variance or inconsistent with any definition in the General Definitions these specific definitions shall prevail to the extent of such variance or inconsistency.

2.1 **Aircraft** shall mean any vessel, craft or aerial device made or intended to fly or move in or through the atmosphere or space.

2.2 **Business** shall mean the description in the Schedule and shall include the provision and management of canteens, social, sports and welfare organisations for the benefit of the Insured's Employees and first aid, fire and ambulance services and maintenance of the Insured's premises.

2.3 **Bodily Injury** shall mean bodily injury (which expression includes death and illness), disability, shock, fright, mental anguish or mental injury.

2.4 **Claim** shall mean:

2.4.1 The receipt by the Insured of any written or verbal notice of demand for Compensation made by a third party against the Insured; or

2.4.2 Any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter-claim or third or similar party notice served upon the Insured.

2.5 **Compensation** shall mean monies paid or agreed to be paid by judgment, award or settlement for Bodily Injury and/or Property Damage.

Provided that Compensation is only payable in respect of any Occurrence to which this Cover Section applies.

2.6 **Excess** shall mean the first amount of each claim payable by the Insured as stated in the Schedule. The Excess applies to all amounts payable under this Cover Section including the indemnity provided under clause 1.2 'Defence Costs and Expenses'.

Should more than one Excess apply under this Policy for any claim or series of claims arising from the one original source or cause, such Excesses shall not be aggregated and the highest single level of Excess only shall apply.

- 2.7 Electronic Data** shall mean facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instruction for such equipment.
- 2.8 Employee** shall mean any person engaged under a contract of service or apprenticeship with the Insured but does not include any person employed under such contract who is excluded from the definition of 'worker' under any workers' compensation legislation.
- 2.9 Employment Practices** shall mean any wrongful or unfair dismissal, denial of natural justice, defamation, misleading representation or advertising, harassment or discrimination directly or indirectly related to employment or prospective employment of any person or persons by the Insured.
- 2.10 Hovercraft** shall mean any vessel, craft or thing made or intended to float on or in or travel on or through the atmosphere or water. On a cushion of air.
- 2.11 Insured** each of the following is deemed to be an Insured under this Policy to the extent set forth:
- 2.11.1 The named Insured specified in the Schedule;
 - 2.11.2 Every director, executive officer, Employee, volunteer, work experience student, partner or shareholder of the named Insured but only whilst acting within the scope of their duties in such capacity.
 - 2.11.3 Every principal, in respect of the liability of such principal arising out of the performance by the named Insured of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement, but limited in all to the extent of coverage and Limit of Liability as provided for in this Cover Section.
 - 2.11.4 Every office bearer or member of social and sporting clubs, canteen and welfare organisations and first aid, fire and ambulance services formed with the consent of the Insured (other than an Insured designated in clause 2.11.3 or 2.11.5 in respect of claims arising from their duties connected with the activities of any such club, organisation or service.
 - 2.11.5 Each partner, joint-venturer, co-venturer or joint lessee of the named Insured but only:
 - 2.11.5.1 With respect to liability incurred as the partnership, joint venture, co-venture, joint lessee; and
 - 2.11.5.2 Provided the partnership, joint venture, co-venture, joint lessee has been notified to the Company within sixty (60) days of formation and has been endorsed on the Schedule hereto.
 - 2.11.6 Any director or senior executive of the named Insured in respect of private work undertaken by the Insured's Employees for such director or senior executive.

Insured does not include the interest of any other person other than as described in clauses 2.11.1 to 2.11.6 above.

- 2.12 Insured's Products** shall mean any goods, products or property after they have ceased to be in the possession or under the control of the Insured, manufactured, constructed, erected, installed, repaired, serviced, treated, grown, extracted, produced, processed, assembled, sold, supplied or distributed by the Insured (including any container thereof other than a Vehicle).
- 2.13 Jurisdictional Limits** shall mean judgment in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong unless otherwise specified in the Schedule subject always to the provision of Exclusion 3.18 Territorial Limits & Jurisdictional Limits.
- 2.14 Limit Of Liability** shall mean the applicable Limit of Liability specified in the Schedule.
- 2.15 Medical Person** shall mean any legally qualified medical practitioner, legally qualified registered nurse, dentist and first aid attendant.
- 2.16 Occurrence** shall mean an 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.
- 2.17 Pollutants** shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- 2.18 Property Damage** shall mean:
- 2.18.1 Physical damage, loss or destruction of tangible property including any resulting loss of use of that property.
 - 2.18.2 Loss of use of tangible property which has not been physically damaged, lost or destroyed provided such loss of use is caused by an Occurrence.
- 2.19 Territorial Limits** shall mean anywhere within Hong Kong unless otherwise specified in the Schedule subject always to the provisions of clause 3.18 Territorial and Jurisdictional Limits.
- 2.20 Tool of Trade** shall mean a Vehicle which has a tool or plant forming part of, attached to, or used in connection with it while such tool or plant is engaged on a work site. Tool of Trade does not include any Vehicle whilst travelling to or from a work site, or Vehicles that are used to carry goods to or from any premises.
- 2.21 Vehicle** shall mean any type of machine on wheels or on self-laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by any such machine.
- 2.22 Watercraft** shall mean any vessel, craft or thing made or intended to float on or in or travel on or through or under water.

3. SPECIFIC EXCLUSIONS

The following specific exclusions shall apply to this Cover Section (but not to any other Cover Section) in lieu of any corresponding exclusion in the General Exclusions or the specific exclusions in any other Cover Section. If any of these specific exclusions is at variance or inconsistent with any exclusion in the General Exclusions these specific exclusions shall prevail to the extent of such variance or inconsistency

This Cover Section does not cover liability in respect of:

3.1 Aircraft, Watercraft and Hovercraft

Claims arising out of:

- 3.1.1 The ownership, maintenance, operation or use by the Insured or on the Insured's behalf of any Aircraft or
- 3.1.2 The ownership, operation or use by the Insured or on the Insured's behalf of:
 - 3.1.2.1 Any Watercraft or
 - 3.1.2.2 Hovercraft.

3.2 Asbestos

Any actual or alleged liability whatsoever for any claim or claims in respect of losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

3.3 Building Works

Claims in respect of Bodily Injury and/or Property Damage arising directly or indirectly out of or caused by or in connection with the erection, demolition, alteration of and/or addition to buildings by or on behalf of the Insured except such erection, demolition, alteration, or addition not exceeding the sum of HK\$500,000.

3.4 Contractual Liability

Any obligation assumed by the Insured under any agreement or contract except to the extent that the liability would have been implied by law in the absence of such contract or agreement.

3.5 Defamation

Claims arising out of the publication or utterance of a libel or slander.

3.6 Electronic Data

Claims arising out of:

- 3.6.1 Communication, display, distribution or publication of Electronic Data.
- 3.6.2 Total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data.
- 3.6.3 Error in creating, amending, entering, deleting or using Electronic Data.

- 3.6.4 Total or partial inability or failure to receive, send, access or use Electronic Data for any time or at all.

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

3.7 Employment Liability

Claims arising out of:

- 3.7.1 Bodily Injury to any Employee arising directly or indirectly out of or in the course of their employment in the Business of the Insured.
- 3.7.2 Any liability the Insured may have in respect of Bodily Injury sustained to any person who is, pursuant to any legislation relating to Workers' Compensation, deemed or defined to be an employee of the Insured.
- 3.7.3 Any liability in respect of which the Insured is entitled to seek indemnity under any policy of insurance required to be taken out pursuant to any legislation relating to Workers' Compensation including any legislation of any State, Territory or Province and whether or not the Insured is party to such contract of insurance.
- 3.7.4 Any liability imposed by the provisions of any Workers' Compensation legislation or any industrial award or agreement or determination;
- 3.7.5 Employment Practices.

3.8 Faulty Workmanship

The cost of performing, completing, correcting, improving or replacing any work undertaken by the Insured.

3.9 Fines and Penalties

Fines, penalties and/or liquidated damages.

3.10 Insured's Product

Claims arising directly or indirectly out of any defect or deficiency in Insured's Products (which expression includes containers) after such Products have passed from the control and actual physical custody of the Insured or of any person in the direct service of the Insured other than

- 3.10.1 Products sold or supplied at or from a canteen provided by the Insured primarily for the use of Employees of the Insured.
- 3.10.2 Bodily Injury caused by or alleged to be caused by food or drink or by anything contained in food or drink supplied by the Insured.

3.11 Loss of Use

Loss of use of tangible property which has not been physically injured or lost or destroyed resulting from a delay in or lack of performance by or on behalf of the Insured of any contract or agreement.

3.12 Offshore Gas and Oil Platforms

Work performed on offshore gas and oil platforms.

3.13 Pollution

3.13.1 Bodily Injury or Property Damage directly or indirectly caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water. Provided this clause 3.13.1 does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place.

3.13.2 Any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution. Provided this clause 3.13.2 does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected and unintended happening taking place in its entirety at a specific time and place which results in Bodily Injury or Property Damage.

3.13.3 The actual alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants in the United States of America or the Dominion of Canada or in any country to which the laws of the United States of America or the Dominion of Canada apply.

The Company's liability under clauses 3.13.1 and 3.13.2 above in respect of any one discharge, dispersal, release, seepage, migration or escape and for all discharges, dispersals, releases and escapes of Pollutants during any one Period of Insurance will not exceed the Limit of Liability.

3.14 Pressure Vessels

Claims in respect of Bodily Injury or Property Damage arising directly or indirectly from explosion or collapse of boilers, steam generators or other vessels under pressure:

3.14.1 Owned by the Insured or

3.14.2 In the physical or legal control or used by the Insured and in respect of which a certificate is required to be issued under the terms of any applicable law, provided however that this exclusion does not apply to pressure vessels with a capacity of one cubic metre or less.

3.15 Professional Liability

The rendering of or failure to render professional advice or service by the Insured or any error or omission in connection therewith but this exclusion does not apply to the rendering of or failure to render professional medical advice by a medical person employed by the Insured to provide first aid and other medical services on the Insured's premises provided such medical service and advice is not given for a fee.

3.16 Property in Custody or Control

Property Damage to:

3.16.1 Property owned by or leased or rented to the Insured.

3.16.2 Property in the physical or legal control of the Insured.

But this exclusion does not apply to liability for Property Damage to:

3.16.3 Premises (including landlord's fixtures and fittings) which are leased or rented by the Insured.

3.16.4 Premises (and the contents thereof) not owned, leased or rented by the Insured but temporarily occupied by the Insured for work therein but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work.

3.16.5 Vehicles (not belonging to or used by or on behalf of the Insured) in the physical or legal control of the Insured where such Property Damage occurs whilst any such Vehicles are in a car park owned or operated by the Insured provided that such car park is incidental to the Business of the Insured.

3.17 Punitive Damages

Punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.

3.18 Territorial and Jurisdictional Limits

3.18.1 Claims made and actions instituted within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada.

3.18.2 Claims and actions to which the laws of the United States of America or the Dominion of Canada apply.

3.18.3 Claims arising out of operations domiciled in the United States of America or the Dominion of Canada.

Provided that:

3.18.4 Clauses 3.18.1 and 3.18.2 shall not apply to claims and actions arising from the presence outside the country in which this Policy was issued, of any of the Insured's Employees and/or directors, partners or proprietors who are normally resident in such country and who are not undertaking manual work or supervision of work of any kind while in the United States of America or the Dominion of Canada.

3.18.5 In respect of coverage provided under clause 3.18.4 all Defence Costs and Expenses shown in clause 1.2 are paid by the Company within the Limit of Liability shown in the Schedule, not in addition to it.

3.19 Vehicles

Bodily Injury or Property Damage arising out of the ownership, possession, operation, or use by the Insured of any Vehicle:

- 3.19.1 Which is registered or which is required under any applicable law to be registered.
- 3.19.2 In respect of which compulsory liability insurance or statutory indemnity is required by virtue of any applicable law (whether or not that insurance is effected).

Provided that clause 3.19.1 and 3.19.2 do not apply to:

- 3.19.3 bodily Injury where that compulsory liability insurance or statutory indemnity does not provide indemnity and the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity does not involve a breach by the Insured of legislation relating to vehicles;
- 3.19.4 property Damage arising out of and during the loading or unloading of goods to or from any Vehicle;
- 3.19.5 property Damage caused by or arising from the operation or use of any Vehicle which is designed primarily for lifting, lowering, loading, unloading, while being operated or used by the Insured within the confines of the Insured's premises;
- 3.19.6 property Damage caused by or arising out of the use of:
 - 3.19.6.1 any Vehicle whilst being used as a Tool of Trade;
 - 3.19.6.2 plant forming part of the Insured's Vehicle being used as a tool operating at any worksite;

but excluding Property Damage caused by or arising whilst the Vehicle is transporting or carting goods.

3.20 Vibration

Claims in respect of damage to any land or fixed property arising directly or indirectly from vibration.

3.21 Vessel/Ship

Activities involving ship building, ship repairing and/or any work onboard or about vessels.

3.22 Project/Contract at airside, oil rig, petrochemical plant & clean room

Activities from a project/contract at airside at an airfield, oil rig, petrochemical plant & clean room

3.23 Marine Liabilities

Marine liabilities including but not limited to port operations liabilities, stevedoring liabilities, bailee's liabilities, environment impairment liabilities and marine protection and indemnity.

3.24 Molestation

Bodily Injury arising out of, caused by, or contributed to by the assault, abuse, molestation or interference of any person or attempt thereof committed or alleged to have been committed by the Insured or any person referred to in the definition of Insured.

4 SPECIFIC CONDITIONS

The following specific conditions shall apply to this Cover Section (but not to any other Cover Section) in lieu of any corresponding condition in the General Conditions or the specific conditions in any other Cover Section. If any of these specific conditions is at variance or inconsistent with any condition in the General Conditions these specific conditions shall prevail to the extent of such variance or inconsistency.

4.1 Acquisition of Properties or Companies

This Policy extends to properties, assets, companies, firms, entities or other bodies:

- 4.1.1 Formed or acquired by the Insured for which the Insured assumes management responsibility during the Period of Insurance.
- 4.1.2 Which undertake activities consistent with the description of the Business in the Schedule subject to a written disclosure to the Company prior to any new acquisition which represents more than 15% of the current group turnover, in which event the Company may seek revised terms including but not limited to payment of additional premium. The Insured is not obliged to accept such terms, but if the Insured does not, that new acquisition will not be covered by this Cover Section.

Provided that no indemnity shall be granted in respect of claims for Bodily Injury or Property Damage which first happened prior to the date of such acquisition, formation or assumption of management responsibility.

4.2 Cross Liability

Where more than one party comprises the Insured, each of the parties shall be considered as a separate and distinct unit and the word "Insured" will be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties provided that nothing in this clause will result in an increase of the Company's Limit of Liability in respect of any Occurrence or Period of Insurance.

4.3 Discharge of Liabilities

The Company may at any time pay to the Insured in respect of all claims against the Insured arising directly or indirectly from one source or original cause the amount of the Limit of Liability or such other limit specified in respect thereof (after deduction of any sum or sums already paid as compensation in respect thereof), or any lesser sum for which the claim or claims can be settled and upon such payment the Company shall relinquish conduct or control of and be under no further liability under the Policy in connection with such claims except for costs, charges and expenses;

- 4.3.1 Recoverable from the Insured for all or part of the period prior to the date of such payment.

4.3.2 Incurred by the Company.

4.3.3 Incurred by the Insured with the written consent of the Company prior to the date of such payment.

4.4 Reasonable Care

The Insured must:

4.4.1 Exercise reasonable care that only competent Employees are employed and take reasonable measures to maintain all premises, fittings and plant in sound condition and;

4.4.2 Take all reasonable precautions to:

4.4.2.1 Prevent Bodily Injury or Property Damage; and

4.4.2.2 Comply with and ensure that its Employees, servants and agents comply with all applicable laws imposed by all relevant public authorities for the:

4.4.2.2.1 Safety of persons or property;

4.4.2.2.2 Disposal of waste products;

4.4.2.2.3 Handling, storage or use of flammable liquids or substances, gases or toxic chemicals.

4.5 Statutory Requirements

This Policy does not cover liability in respect of claims made or actions instituted within any country state or territory outside Hong Kong where the Insured is required to obtain or secure insurance with an insurer or organisation licensed in that country state or territory to grant such insurance.

4.6 Subrogation

The Company may prosecute in the Insured's name for damages or otherwise. The Company may do this before or after the Company has paid the Insured's claim and whether or not the Insured has been fully compensated for any actual loss. The Insured must execute and deliver instruments and papers and do everything that is necessary to assist the Company in the exercise of those rights.

If the Insured has agreed not to seek compensation from another person who is liable to compensate the Insured for any loss, damage or liability which is covered by this Policy, the Company will not cover the Insured under this Policy for that loss, damage or liability.

5. MEMORANDA

Except to the extent that this Policy is hereby modified under the following Memoranda the terms, Conditions, Exclusions and limitations of this Policy shall apply PROVIDED THAT the Limit of Liability is not otherwise exceeded:

5.1 Acts of Tenants

Should a tenant of the Insured within the Insured's building do or omit to do, without the knowledge or consent of the Insured, anything which would violate any condition and/or warranties, this Policy will not be void on that account provided that the Insured shall notify the Company of the happening or existence of such act or omission as soon as the same come to the Insured's knowledge.

5.2 Advertising and Neon Signs

Legal liability of the Insured arising out of accidents caused by or through the neon/advertising sign installations belonging to the Insured.

Warranted that the Insured shall comply with all applicable laws and shall at all times ensure that the neon/advertising sign installations are kept in a proper state of repair and if any defect be discovered, the Insured shall forthwith cause such defect to be made good and shall in the meantime cause such additional precautions to be taken for the prevention of accident as the circumstances may require and no alteration in the position of the signs shall be made without the consent of the Company. So far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to the said neon/advertising signs after any accident has occurred in connection therewith until the Company shall have an opportunity of inspecting same.

5.3 Contingent Liability for Non-Owned and Hired Motor Vehicle (Hong Kong risks only)

The Company will indemnify the Insured in respect of accidental injury to any person, accidental loss of or damage to property arising out of the use of any motor vehicle not being the property of or provided by the Insured and being used for the purpose of the Business provided that this extension shall not apply to:

5.3.1 Damage to any such vehicle or to property conveyed therein.

5.3.2 Injury or damage caused while the Insured is driving such vehicle.

5.3.3 Liability which is insured or would but for the existence of this Policy be insured under any other policy or policies.

5.4 Contingent Liability of Tenants

This Policy is extended to cover the Insured's legal liability to pay Compensation to any third party for accidental Bodily Injury or accidental Property Damage caused by the acts of tenants provided that the indemnity given under this extension is on the condition that it is contingent upon the liability incurred not being covered or indemnified by an insurance taken out by the tenants.

5.5 Defective Sanitary Installation

The Insured's legal liability directly caused by defective sanitary arrangements within that section of the premises that is occupied by the Insured.

Provided that the sanitary pipes are checked by a competent person at regular intervals.

5.6 Demonstration and Exhibition Extension

This Policy is extended to include the Insured's legal liability in respect of accidental Bodily Injury to any person or accidental Property Damage happening whilst the Insured is holding a demonstration and/or exhibition in connection with the Business.

5.7 Employee Training

This Section is extended to include the liability of the Insured's employees whilst undergoing training within the geographical limit covered under this Section.

5.8 Fire and Explosion

This Policy is extended to cover the risks of fire and explosion. Provided always that the Company shall not under this endorsement be liable for any liability in respect of Bodily Injury or Property Damage caused by or in connection with or arising from the bursting of a boiler, economiser or other vessel, machine or apparatus wherein internal pressure is due to steam only.

5.9 Fire Brigade Water Damage

It is hereby declared and agreed that this policy is extended to indemnify the company for legal liability to any third parties for bodily injury and/or property damage in respect of water damage caused by fire brigade operations.

5.10 First Aid Facilities Clause

This Policy is extended to include the Insured's legal liability for Bodily Injury arising out of provision by the Insured or the Insured's Employees to provide first aid and other medical services on the Insured premises provided such medical service and advice is not given for a fee.

5.11 Guests' Effects Clause

(Limit: HK\$5,000 any one guest, HK\$50,000 in aggregate)

This Policy is extended to cover legal liability of the Insured in respect of loss or damage to the personal effects held in the Insured's care, custody and control occurring at the Insured's premises.

5.12 Independent Contractors

This Policy is extended to cover legal liability of the Insured for Bodily Injury or Property Damage arising from an Occurrence as a result of the Insured's contingent liability arising out of work or operation by independent contractors or subcontractors engaged by the Insured in connection with the Insured's Business.

5.13 Landlord's/Property Owner Liability

This Policy is extended to include legal liability of the Insured by reason of the ownership, but not occupation, of the premises caused through any defect in the said premises subject always to the exceptions in the Policy.

Provided that the Insured shall at all times see that the premises to which this extension applies are kept in good repair and if any defects are discovered by complaints from tenants or otherwise the Insured shall forthwith cause such defect to be made good and in the meantime cause such temporary precautions to be taken as the circumstances may require. In so far as it is reasonably practicable no alteration or repair shall without consent of the Company be made to the premises after the accident has occurred until the Company shall have the opportunity of inspecting same.

5.14 Legal Liability For The False Arrest Detention

This Policy is extended to cover the legal liability of the Insured for:

5.14.1 accidental death of or bodily injury to any person not being a member of the Insured's family nor a person who at the time of the accident is engaged in and upon the service of the Insured.

5.14.2 accidental damage to property not belonging to or held in trust by or in the custody or control of the Insured or a member of the Insured's family or a person acting on behalf of the Insured.

consequent upon false arrest, detention and eviction by security guards or other employees of the Insured.

5.15 Liability Of Students on Attachment/Trainees

This Policy is extended to include the legal liability of the Insured for accidental death or bodily injury of any person and accidental loss of or damage to property arising in connection with works performed by the students on attachment or trainees engaged by the Insured.

5.16 Liquor Liability

This Policy is extended to include bodily injury or property damage which the Insured may be held liable as:

5.16.1 a person or organization engaged in the business, selling or servicing of alcoholic beverages or

5.16.2 if not so engaged, as an owner or lessor of premises used for such purposes by reason of the selling, serving of alcoholic beverage:

5.16.2.1 to a minor,

5.16.2.2 to a person under the influence of alcohol,

5.16.2.3 or which causes or contributes to the intoxication of any person

5.17 Non-Invalidation

This insurance shall not be invalidated by:

- 5.17.1 any change of occupancy or increase of risk taking place at the Insured's premises without the Insured's knowledge provided that they shall, immediately on the same coming to their knowledge, advise the Company and pay any additional premium that may be required from the date of such increase of risk.
- 5.17.2 workmen on the premises for the purpose of effecting repairs, minor alterations to the premises or general maintenance purposes and similar tasks.

5.18 Principal Property

It is hereby declared and agreed that principal's properties other than contract works and not in the possession of the contractor are deemed as third-party properties.

5.19 Plant and Machinery (including lift, elevator & escalator)

This Policy is extended to indemnify the Insured's legal liability for claims in respect of Bodily Injury or Property Damage arising directly or indirectly out of or caused by or in connection with any plant and machinery including the use of lift, elevator and escalator in the physical or legal control of the Insured or used in work undertaken by or on behalf of the Insured.

However, should such plant and machinery be specifically insured under any policy for third party liability insurance, the Company will not indemnify the Insured nor be called upon to contribute under this Policy for any liability attributed to the use of such plant and machinery.

The Company shall not be liable for claims in respect of bodily injury or damage to property arising directly or indirectly out of or caused by or in connection with any alterations and/or additions to elevators which shall include the enclosure machinery plant supports doors safety devices appliances contrivances used in connection therewith.

5.20 Principal Property

The properties of principals of the Insured not in their possession are deemed to be third party properties.

This does not include any property(s) where the insured is engaged in undertaking construction works.

5.21 Waiver of Subrogation Rights

In the event of a claim arising out of this Policy the insurers agree to waive any rights, remedies or relief of which they might become entitled to subrogation against any company standing in relation or subsidiary to or parent to the Insured.

5.22 Work Away Extension

This Policy is extended to cover Property Damage to premises (and their contents) not owned or rented by the Insured but 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.

5.23 Worldwide Extension for Executive Travel

This Policy is extended to indemnify the Insured in respect of all sums which the Insured shall be legally liable to pay as Compensation for accidental Bodily Injury to any person or damage to third party property caused by the negligence of the Insured's executives whilst engaged on the Insured's Business anywhere in the world.

Provided that the liability of the Company under this extension shall not exceed in the aggregate the Limits of Liability granted under the Policy.



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