

Public Liability Policy

Please read this insurance policy carefully to ensure that you understand the terms and conditions and that this policy meets your requirements. If there are any changes that may affect the insurance cover provided, please notify us immediately. It is emphasized that any non-disclosure and/or mis-representation deliberate or negligent of a material fact to the proposal of this insurance and/or breach of any warranty or condition(s) of this policy will render this policy voidable.

Contents

Personal Information Collection Statement	2
Public Liability Policy	2
Section 1	3
Section 2	3
Jurisdiction Clause	3
Exceptions	3
Conditions	4
Legal Requirements Warranty	5
Cyber Risks Exclusion	6
Communicable Disease Exclusion	6
Illegal or Unauthorised Structure Exclusion	6
Industries, Seepage, Pollution and Contamination Clause	7
IT Clarification Clause	7
Electromagnetic Field	7
Nuclear Energy Risks Exclusion Clause	7
Other Insurance	9
Sanction Limitation and Exclusion Clause	9
Terrorism Exclusion Clause for Contamination and Explosives	9
Total Asbestos Exclusion Clause	9
Fungus, Mildew and Mold Exclusion	9
War and Terrorism Exclusion Endorsement	10

Personal Information Collection Statement

You confirm, and on behalf of all **Insured Members**, confirm you have read, or on their behalf have read, the **Company** Personal Information Collection Statement set out herein and on the **Company** website at <https://www.libertyinsurance.com.hk/personal-information-collection-statement> ("PICS") and understand and consent to the continued collection, holding, processing, use and/or transfer of personal data for purposes stated under **Statement** until termination or expiry of the **Policy**.

Public Liability Policy

Whereas the Insured named in the schedule hereto carrying on the business (and no other business for the purposes of this insurance) described in that schedule by a proposal in writing signed by or on behalf of the Insured which the Insured has agreed shall be the basis of this contract and which is to be deemed incorporated herein has applied to the Liberty International Insurance Ltd. (hereinafter called the Company) for the insurance hereinafter contained and in consideration of the payment by the Insured to the Company of the first premium set out in the schedule hereto as the premium and



consideration for the said insurance for the period set forth in the said schedule.

Now therefore this policy witnesseth that if at any time during the said period or during any subsequent period in respect of which the Insured shall pay and the Company shall consent to receive a renewal premium the Company shall subject to the terms provisions exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the terms of the policy) indemnify the Insured against liability and legal costs and expenses arising from accidents occurring within the premises stated in the schedule hereto during the subsistence of this policy as follows

Section 1

Liability at Law to pay compensation for

- a) accidental death or bodily injury (except injury for which compensation is being claimed by the injured person or any dependent from the Insured under any Employee's Compensation Ordinance) to any person who is not a member of the Insured's family or engaged in his service at the time of the injury and
- b) accidental damage to property not belonging to the Insured or a member of the Insured's family and not being in the charge or under the control of the Insured or of a person acting on behalf of the Insured

Happening in the course of the business or caused by any defect in the premises stated in the schedule

Section 2

Legal costs and expenses recovered against the Insured by any claimant for compensation as aforesaid or incurred in resisting any claim with the written consent of the Company

Provided always:

1. That the liability of the Company under Section 1 for compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the sum stated in the schedule hereto

2. That in the event of the death of any person entitled to indemnify under the policy the Company shall in respect of the liability incurred by such person indemnify his legal personal representatives
3. That no waiver of any of the terms of this policy shall be valid unless made in writing signed by the Company
4. The Company's total liability under Section 1 and Section 2 shall not exceed the limit of liability specified in the Schedule for any one Accident.

Jurisdiction Clause

The indemnity provided by this Policy shall only apply in respect of judgements which are in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong

Exceptions

The indemnity expressed in this Policy shall not apply to

1. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power strike riot or civil commotion.
2. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) nuclear weapons material
 - b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission
3. any liability in respect of
 - a) injury or disease sustained by any person who is under a contract of service or apprenticeship with the Insured if such liability is in respect of



- injury or disease arising out of and in the course of employment of such person by the Insured
- b) any sums payable by the Insured under legislation relating to occupational injury or disease
- 4. any liability in respect of loss of or damage to property
 - a) belonging to the insured
 - b) which is leased let rented hired or lent to the Insured or which is the subject of a bailment to the Insured.
 - c) being or having been the subject matter of work where such loss or damage is or has been caused by the process of carrying out such work
- 5. any liability assumed by the Insured by agreement unless such liability would have attached to the Insured in the absence of such agreement
- 6. any liability in respect of injury loss or damage caused by any sub-contractor to the Insured or by any person engaged in or upon the service of such sub-contractor
- 7. any liability in respect of loss of or damage to any property land or building caused by excavation or vibration or by the removal or weakening of support to such land building or other structure or digging operations to property underneath the ground
- 8. any liability in respect of injury loss or damage caused directly or indirectly by fire or explosion.
- 9. any liability in respect of injury loss or damage caused by or in connection with or arising from
 - a) any vehicle or animal or vessel or craft owned or possessed or used by or on behalf of the Insured or the loading or unloading thereof
 - b) any lift elevator escalator hoist or crane owned or used by the Insured or for the maintenance of which the Insured is responsible
 - c) any commodity article or thing supplied repaired altered or treated by the Insured
 - d) lack of care or skill in the giving of professional or other advice or treatment in connection with the Business
 - e) seepage pollution or contamination unless the seepage pollution or contamination is caused by a sudden

unintended and unexpected happening

- f) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring.

- 10. fines, penalties, punitive or exemplary damages.

Notes in these Exceptions

- i. the word "vehicle" shall mean any type of self-propelled machine and any tractor or appliance whilst attached thereto
- ii. the word "craft" shall mean any vessel or appliance devised or intended to float on or in or to travel on or through water or air
- iii. Exception 9(c) shall not however apply to food or beverage served for consumption on any of the Insured's premises to which this Policy applies

Conditions

- 1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear
- 2. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company
- 3. The Insured shall give the Company immediate notice of any alteration in risk which materially affects this insurance and shall pay such additional premium as the Company may require
- 4. The Insured shall take and cause to be taken all reasonable precautions to prevent accidents maintain the Insured's premises plant and everything used in the Business in sound and proper condition and employ only sober and competent employees and shall comply with all statutory requirements obligations and regulations imposed by any authority The Insured shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require



5. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall

- a) forthwith give written notice with full particulars to the Company
- b) immediately forward upon receipt and unacknowledged every letter claim writ summons process or other document to the Company
- c) immediately notify the Company of any knowledge of impending prosecution inquest fatal accident or ministry inquiry

6. No admission offer promise payment or indemnity shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and 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

7. The Company shall be entitled to pay to the Insured in settlement of all liability of the Company for all claims arising from one source or original cause the limit of indemnity but the Company shall in addition discharge any costs or expenses incurred prior to the date of such payment for which the Company may be responsible hereunder

8. The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Policy be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected

9. If the premium has been calculated on Estimates furnished by the Insured the Insured shall undertake to 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 month from the expiry of each Period of Insurance supply the Company with such particulars and information as the Company may require The premium for such Period shall

thereupon be adjusted and the difference paid by the Insured if the Estimates have been exceeded or a refund allowed to him if the Estimates have not been reached but any such return of premium shall not exceed 50% of the premium paid

10. The Company may cancel this Policy on giving fourteen days notice by registered post to the Insured at his last known address and in such event the Company shall return a pro rata portion of the premium for the unexpired period of insurance. This termination shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of the notice

11. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Company If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder

12. The due observance and fulfilment of the terms and endorsements of this Policy by the Insured 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 said Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy

Legal Requirements Warranty

Warranted that the Insured shall duly comply with and observe all provisions, requirements and regulations of



- i. Fire Services Department and/or
- ii. Labour Department and/or
- iii. Dangerous Goods Ordinance and/or
- iv. Factories and Industrial Undertakings Ordinance and/or
- v. Any other Statutory Obligation

including any notice given and requirements made pursuant to same the breach and disregard of which may affect or increase the risk hereby insured except only that this Warranty shall not apply in respect of any Ordinance, Regulation Notice or Requirement expressly waived by the Company by endorsement on this policy.

Cyber Risks Exclusion

This policy does not apply to and specifically excludes losses and damages of any kind directly or indirectly caused by, arising from, in connection with or consisting of, in whole or in part:-

- a) the use, misuse, loss of use or loss of service of the internet or similar facility; or
- b) the use, misuse, loss of use or loss of service of any internet address, website or similar facility; or
- c) any electric transmission of data or other information; or
- d) any computer virus or similar problem; or
- e) any data or other information posted on website or similar facility; or
- f) any e-commerce and related or similar activities and/or exposures; or
- g) any loss of data or damage to any computer system, including but not limited to hardware or software (unless such loss or damaged is caused by an earthquake, a fire, a flood or a storm); or
- h) the functioning or malfunctioning of the internet or similar facility, or of any internet address, website or similar facility (unless such functioning or malfunctioning is caused by an earthquake, a fire, a flood or a storm); or
- i) any infringement, whether intentional or unintentional, of intellectual property rights (including but not limited to trademark, copyright or patent).

Communicable Disease Exclusion

1. Notwithstanding any other provision to the contrary within this policy, this policy does not

cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense of whatsoever nature, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or other any other amount includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 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
 - 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
 - 3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health or human welfare or property damage.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

Subject otherwise to the terms, exceptions and conditions of the Policy.

Illegal or Unauthorised Structure Exclusion

Notwithstanding anything herein contained to the contrary, it is hereby understood and agreed that this Policy shall not be liable for any loss or damage to property arising out of or in relation to or involving any illegal or unauthorized structure or alteration or erection in or at or appertaining or attached to the situation of Risk. For the purpose of this Policy, any structure or alteration or erection which does not have the required approval or



consent from the Building Authority and the Building Manager of the Situation of Risk and the relevant government or other competent authority/authorities shall be deemed to be illegal or unauthorized..

Industries, Seepage, Pollution and Contamination Clause

This Policy does not cover any liability for:

1. Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination, is caused by a sudden, identifiable, unintended and unexpected happening during the period of this insurance.
2. The cost of removing, nullifying or cleaning-up seepage, polluting or contamination substances unless the seepage, pollution or contamination is caused by a sudden, identifiable, unintended and unexpected happening during the period of this insurance.
3. Fines, penalties, punitive or exemplary damages.

This clause shall not extend this policy to cover any liability which would not have been covered under this policy had this clause not been attached.

IT Clarification Clause

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement:

- A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- B) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Electromagnetic Field

This Policy shall not indemnify the Insured in respect of any loss or liability which arises out of or is contributed to directly or indirectly by exposure to magnetic, electric or electro-magnetic fields or radiation however caused or generated.

Nuclear Energy Risks Exclusion Clause

This policy shall exclude nuclear energy risks.

For all purposes of this policy nuclear energy risks shall mean:

1. All property on the site of a nuclear power station.
Nuclear reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
2. All property on any site (including but not limited to the sites referred to in (1) above used or having been used for:
 - a) the generation of nuclear energy or
 - b) the production, use or storage of nuclear material.
3. Any other property eligible for insurance by the relevant local nuclear insurance pool and/or association but only to the extent of the requirements of that local pool and/or association.
4. The supply of goods and services to any of the sites, described in (1) to (3) above, unless such insurances shall exclude the perils of irradiation and contamination by nuclear



material. Except as undernoted, nuclear energy risks shall not include:

Except as undernoted, nuclear energy risks shall not include:

- i. any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (1) to (3) above (including contractors' plant and equipment)
- ii. any machinery breakdown or other engineering insurance not coming within the scope of (1) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by nuclear material.

However, the above exemption shall not extend to:

1. The provision of any insurance whatsoever in respect of:
 - a) nuclear material;
 - b) any property in the high radioactivity zone or area of any nuclear installation as from the introduction of nuclear material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local nuclear insurance pool and/or association.
2. The provision of any insurance for the undernoted perils:
 - fire, lightning, explosion;
 - earthquake;
 - aircraft and other aerial devices or articles dropped therefrom;
 - irradiation and radioactive contamination;
 - any other peril insured by the relevant local nuclear insurance pool and/or association;

in respect of any other property not specified in (1) above which directly involves the production, use or storage of nuclear material as from the introduction of nuclear material into such property.

Definitions

"nuclear material" means:

- i. nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor,

either alone or in combination with some other material; and

- ii. radioactive products or waste.

"radioactive products or waste" means

any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"nuclear installation" means:

- i. any nuclear reactor,
- ii. any factory using nuclear fuel for the production of nuclear material, or any factory for processing of nuclear material, including any factory for the reprocessing of irradiated nuclear fuel; and
- iii. any facility where nuclear material is stored, other than storage incidental to the carriage of such material.

"nuclear reactor" means

any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"production, use or storage of nuclear material" means

the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of nuclear material.

"property" shall mean

all land, buildings, structures, plant, equipment vehicles, contents, (including but not limited to liquids and gases) and all materials of whatever fixed or not.

"high radioactivity zone or area" means:

- i. for nuclear power stations and nuclear reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and



ii. for non-reactor nuclear installations, any area where the level of radioactivity requires the provision of biological shield.

Other Insurance

If at the time of any claim under this Policy there is any other insurance indemnifying any person or Insured or Insureds who are entitled to be indemnified under this Policy, this policy is not to be called upon in contribution and, subject to the policy limit of indemnity, is only to pay any amount if and so far as not recoverable under such other insurance.

Sanction Limitation and Exclusion Clause

This Policy shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, Switzerland, Singapore or any jurisdiction applicable to the Company.

Terrorism Exclusion Clause for Contamination and Explosives

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a) biological or chemical contamination
- b) missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purpose of this endorsement 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

Total Asbestos Exclusion Clause

It is hereby understood and agreed that this contract 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 or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

Subject otherwise to the terms, exceptions and conditions of this Policy.

Fungus, Mildew and Mold Exclusion

This insurance does not apply to:

1. "Bodily injury", "property damage", "medical payments", "personal and advertising injury" arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any "fungus/fungi" and or "spore(s)"; or
2. Any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigation or assess the presence or effects of any "fungus/fungi" or "spore(s)"; or
3. Any obligation to share with or repay any person, organisation or entity, related in any way to items (1) and (2) above, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage.

For purposes of this endorsement, the following definitions apply:

- "Fungus/fungi" includes, but is not limited to, any form or type of mold, mildew, mushroom,



yeast, or biocontaminant.

- "Spore(s)" includes, but is not limited to, any substance produced by, emanating from, or arising out of any "fungus/fungi".

All other terms and conditions of this Policy remain unchanged

War and 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts or foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement 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 endorsement 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 (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

