立 橋 保 險
Well Link Insurance

Public Liability Insurance

The Policy

Please read this Policy carefully

Well Link General Insurance Company Limited 立橋保險有限公司

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This Policy, the Policy Schedule, the Application Amendment and any memoranda thereon shall be considered one document (together 'the Policy") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Welcome to **Your Public Liability Insurance Policy** as insured by Well Link General Insurance Company Limited 立橋保險有限公司, the insurer providing cover to **You**.

You and **We** agree :

1. The **Application/Proposal** shall be incorporated in and be the basis of contract
2. **You** have paid the Premium
3. Subject to the terms of the **Policy** Well Link General Insurance Company Limited will provide the Insurance in respect of events occur during the **Period of Insurance** in connection with the Business or Occupation
4. The following shall be conditions precedent to any liability of **Us**
   a) Observance of the terms of this **Policy** relating to anything to be done or complied with by **You** or any person claiming to be indemnified
   b) The truth and completeness of the **Application/Proposal**

Provided that this **Policy** shall not be in force unless it has been initialled by an authorised person

Section 1. Definition

Any word or expression found in the **Policy**, **Policy Schedule**, **Policy Amendment** have same meaning as defined below and are highlighted in **bold** print.

Accident/ Accidental	a sudden, unforeseen event that happens unexpectedly and causes, solely, independently/directly loss, damage or bodily injury by accidental, violent, external and visible means
Amendment	an endorsement, memorandum or other authorised change to **Your Policy,** is part of **Policy**
Application/ Proposal	the proposal, application, declaration and any information submitted by **You** or on **Your** behalf in addition thereto or in substitution therefor either electronically or otherwise.
Business	means the activities related to the insured trade or occupation conducted by the **Policyholder** or **Insured.**
Damage	means physical loss or damage, including resultant loss of use of the property physically lost or damaged. All such loss of use shall be deemed to occur at the time of the loss or damage giving rise thereto.
Employee(s)	Shall mean a) person under a contract of service or apprenticeship with the **Insured** b) labour master and persons supplied by him c) person employed by labour only sub-contractors d) self-employed person e) person hired or borrowed from any public authority company firm or individual while working for the **Insured** in connection with the **Business**
Event	shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.
Excess(es)	the amount that **You** are required to bear towards any claim(s) including claim on costs and expenses as specified in the **Schedule**. **We** will deduct the amount from **Your** adjusted claim.
Injury	shall mean bodily injury and shall include death.
Limit of Indemnity	the maximum amount that **We** will pay **You** under **Your Policy**. The amount of each **Limit** refers to any one claim or series of claims arising out of one event.
Period of Insurance	the period specified in **Your Policy Schedule** and **Amendment** (if applicable).
Policy	a contract between **You** and **Us** and comprises the information and any declarations, **Application** submitted by **You** to **Us.** It includes **Your Policy Schedule**, this **Policy** document and subsequent **Amendment**(s), all of which should be read together as one contract.
Policyholder/ Insured / You / Your	The owner of the **Policy** whose legal liability is the subject of insurance. For the purpose of this **Policy**, **Insured** shall mean the **Insured/Policyholder** named in the **Policy Schedule**.
Policy Schedule	the document that lists the details and coverage of **Your Policy**.
Premium	the consideration of this **Policy** paid by **You.**
Product Supplied	shall mean any product sold supplied erected repaired altered treated installed processed manufactured or tested by **You** in the course of **Business** and no longer in the custody or control of **You** together with containers and packaging whether or not instructions are supplied therewith
Property	Shall mean material property
Situation/Risk Location	The **Risk Location** stated in **Policy Schedule,** also described as Premises in this **Policy**.
Well Link /Company/ We/ Us/ Our	Well Link General Insurance Company Limited 立橋保險有限公司

Section 2. Cover

We will indemnify **You** against all sums which **You** shall become legally liable to pay as damages in respect of

(1) **Accidental** bodily **Injury** to any person
(2) **Accidental** loss of or **Damage** to **Property**

happening in connection with the **Business** and occurring during the **Period of Insurance** at the places described in the **Policy Schedule** under **Situation / Risk Location** within the Geographical/Territorial Limit as stated in **Policy Schedule**.

Our liability for damages (including interest) and claimant's costs and expenses in respect of any **Event** shall not exceed the **Limit of Indemnity** irrespective of the number of parties claiming to be indemnified hereunder. **We** will pay, inclusive in the **Limit of Indemnity**:

(a) The costs of legal representation at
  (i) any coroner's inquest or inquiry in respect of any death
  (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in **Injury** or **Damage** to **Property** which may be the subject of indemnity under this **Policy**

(b) All other costs and expenses but excluding those incurred in or arising from criminal proceedings and convictions

Incurred with **Our** prior written consent.

Section 3. Exclusions

We shall not be liable in respect of any **Damage** or **Injury** to third party directly or indirectly caused by or attributable to:

1. Injury to any member of **Your** family or household or Employee and any claim arising under Employees' Compensation or Workmen's Compensation law

2. **Damage** to **Property** which at the time of the **Event** giving rise to legal liability is owned by or held in trust by or in the custody or control of **You** or any member of the **Your** family or household or any of **Your Employees** other than personal effects belonging to directors **Employees** or visitors.

3. **Injury** or **Damage** caused by or resulting from ownership possession or use by or on behalf of **You**
   (a) any animal-drawn or mechanically-propelled vehicle or any trailer (unless such vehicle or trailer is specified as Plant in the **Policy Schedule**) but this Exclusion shall not apply in connection with the loading or unloading of any vehicle or trailer unless an indemnity is provided by another insurance
   (b) any aircraft hovercraft oil drilling platform rig or watercraft (other than manually propelled watercraft) or railway locomotive or railway rolling stock
   (c) any power-operated lift elevator crane hoist or other power operated lifting tackle unless such items are specified as Plant in the **Policy Schedule**

4. **Damage** caused by foul berthing or foul mooring

5. **Damage** to any land structure building or **Property** due or alleged to be due to vibration or subsidence or the removal weakening of or interference with support of such land structure building or property or liability arising in consequence of such **Damage**.

6. The cost of making good faulty or inferior workmanship

7. **Injury** or **Damage** or loss of use of property directly or indirectly caused by seepage pollution or contamination and the cost of removing nullifying or cleaning up seeping polluting or contaminating substance

8. Liability assumed by **You** under agreement unless such liability would have attached in the absence of such agreement

9. Fines penalties punitive or exemplary damages awarded by any courts or interests associated therewith and legal cost expenses incurred for defending criminal charges if convicted.

10. Claims arising in connection with any **Product Supplied** other than food and drink supplied in canteens sports and social clubs provided by You for the use of **Employees**.

11. Claims arising out of professional advice, design or specification, all provided by for a fee and error and omission in connection therewith; and any breach of the duty owed in a professional capacity by **You**.

12. **Damage** to **Property** caused by or resulting from the explosion of any boiler or other apparatus owned or used by **You** which is intended to operate under internal pressure due to steam

13. Any **Excess(es)** in the **Policy Schedule**.

14. **War and Civil War Exclusion Clause**
    This insurance does not cover any liability assumed by **You** for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, strike, riot, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to **Property** by or under the order of any government or public or local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.
    In any claim suit or other proceedings where **We** alleges that by reason of this Exclusion any liability is not covered by the **Policy** the burden of proving the contrary shall be upon **You**.

15. **Injury** or **Damage** directly or indirectly caused by or arising from or in consequence of or contributed to by
    (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion, combustion shall include any self- sustaining process of nuclear fission
    (b) nuclear weapons material

16. **Total Asbestos Exclusion Clause**
    This **Policy** shall not apply to and does not cover any actual or alleged liability whatsoever for any

claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity and in whatever way.

17. **Terrorism Exclusion Endorsement**
Notwithstanding any provision to the contrary within this **Policy** or any **Amendment** thereto it is agreed that this **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
For the purpose of this **Policy** an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
This **Policy** also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
If **We** alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.
In the event any portion of this Exclusion 17 is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

18. **IT/Cyber Risk Clarification Clause**
(a) **Electronic Data Exclusion**
Notwithstanding any provision to the contrary within the **Policy** or any **Amendment** thereto, it is understood and agreed as follows:
(i) This **Policy** does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature, computer virus includes but is not limited to "Trojan Horses", "Worms" and "Time or Logic Bombs".
(ii) However, in the event that an insured peril results in any of the matters described in paragraph (i) above, this **Policy**, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **Period of Insurance** to **Property** insured by this **Policy** directly caused by such peril.
(b) **Electronic Data Processing Media Valuation**
Notwithstanding any provision to the contrary within the **Policy** or any **Amendment** thereto, it is understood and agreed as follows: Should electronic data processing media insure by this **Policy** suffer physical loss or damage insured by this **Policy**, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.
However this **Policy** does not insure any amount pertaining to the value of such electronic data to the assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.
(c) **Internet Related Liability Exclusion**
This **Policy** does not cover any liabilities incurred from internet related activities;
(d) **Electromagnetic Radiation Exclusion**
This **Policy** does not cover **Injury** or **Damage** directly or indirectly caused by or arising from or in consequence of or contributed to or in connection with or allegedly due to exposure to or contact with electromagnetic radiation. Electromagnetic radiation shall mean magnetic energy, waves, fields or forces generated, produces, distributed, transmitted or maintained by charges, currents, frequencies, energy or force of electricity.

19. **Sanction Limitation and Exclusion Clause**
Under no circumstances shall this **Policy** be deemed to provide cover and no liability be incurred 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 insurers 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.

Section 4. Conditions

1. **Identification**
This **Policy** and the **Schedule** (which forms an integral part of the **Policy**) and the **Amendment** (if any) shall be read together as one contract and words and expressions to which specific meanings

have been attached in any part of this **Policy** or of the **Policy Schedule** shall bear such specific meanings wherever they may appear.

2. **Precautions**
You shall take all reasonable precautions to prevent **Accidental Damage**, **Injury** or **Loss** and to comply with all statutory obligations and regulations imposed by any authority.

3. **Alterations**
You shall give immediate written notice to **Us** of any alteration which materially affects the risk covered by this **Policy** failure to do so may render all cover under this **Policy** void and ineffective.

4. **Claims**
(a) **You** shall give written notice to **Us** of the occurrence of any accident or loss or claim or proceedings immediately upon the same shall have come to the knowledge of **You** or **Your** representative Full details of the **Accident** or loss must be submitted to **Us** within thirty (30) days from date of **Accident**.
(b) **You** should also give **Us** notice in writing immediately upon being aware of any intention to prosecute any impending prosecution, inquest or inquiry or fatal inquiry in connection with any occurrence which may give rise to a claim under this **Policy**. Every letter, claim, writ, summons and process shall be forwarded to **Us** immediately on receipt.
(c) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of **You** without the prior written consent of **Us**, and **We** shall be entitled, if so desire, to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute, in the name of **You**, for **Our** 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. **You** shall give all such information and assistance as **We** may require.
(d) **We** may at any time pay to **You** in connection with any one claim or number of claims against **You** arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the amount of the **Limit of Indemnity** (after deduction of any sum or sums already paid as indemnity or compensation) or any lesser amount for which such claim or claims can be settled; and upon such payment **We** shall relinquish conduct and control of and be under no further liability under this **Policy** in connection with such claim or claims, except for costs and expenses of litigation recoverable or incurred in respect of the conduct of such claim or claims prior to the date of such payment.

5. **Other Insurance(s)**
If at the time of the happening of any occurrence or accident covered by this **Policy** there is any other existing insurance covering the same liability, loss or damage or any part thereof, **We** shall not be liable to pay unless such other insurances have been exhausted, then **We** will pay for the excess or balance of the related loss, damages or liability subject however to the other terms and conditions of this **Policy**.

6. **Premium Adjustment**
If the **Premium** for this **Policy** has been calculated on estimates furnished by **You**, **You** shall keep an accurate record containing all particulars relative thereto and shall at all times allow **Us** to inspect such record. **You** shall within one calendar month of the expiry of each **Period of Insurance** furnish to **Us** such particulars and information as **We** may require and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to **You** as the case may be subject to any minimum premium hereon.

7. **Cancellation**
We may cancel this **Policy** by sending seven (7) days' notice by registered post to **You** at **Your** last known address and in such event the **Premium** where adjustable shall be adjusted in accordance with Condition 6 or otherwise **You** shall become entitled to the return of a proportionate part of the **Premium** corresponding to the unexpired portion of the **Period of Insurance**.

8. **Dispute Resolution**
We are committed to providing **You** with quality insurance products and services, however any dispute, controversy, difference or claim arising out of or relating to **Your Policy**, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to the Hong Kong Mediation Council for mediation in accordance with its guidelines. **You** and **We** agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached through mediation.
If such dispute, controversy, difference or claim arising out of or relating to **Your Policy** is not referred to mediation or if mediation fails, they shall be referred to and determined by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The parties shall jointly appoint one (1) arbitrator. If the parties fail to agree upon the choice of one (1) arbitrator within one (1) month from the date of the Notice of Arbitration, then the choice of one (1) arbitrator shall be referred to the Chairman for the time being of the HKIAC. The law of this arbitration clause shall be the law of the Hong Kong Special Administrative Region. The seat of arbitration shall be the Hong Kong Special Administrative Region. The arbitration proceedings shall be conducted in the English language.
It is expressly stipulated that it is a condition precedent to any right of action or suit upon **Your Policy** that a mediation settlement or an arbitration award shall be first attempted or obtained.
If **We** disclaim liability to **You** for any claim under **Your Policy** and such claim is not, within twelve

(12) calendar months from the date of such disclaimer, referred to mediation or arbitration under the provisions of this **Policy** then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Subject to the mediation and arbitration clause above, **Your Policy** is subject to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

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

10. This **Policy** is subject to minimum premium of HK$500.

11. The currency of this **Policy** is in Hong Kong dollars.

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

– **End –**