Public Liability Insurance Policy
(General)

WHEREAS the Insured carrying on the business described in the Schedule hereto by a proposal which is the basis of this contract and is deemed to be incorporated herein has applied to The People's Insurance Company of China (Hong Kong), Ltd. (hereinafter called the Company) for the insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that in consideration of the payment of the premium and subject to the terms, exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation for

- accidental death of or bodily injury to third party;
- accidental physical damage to tangible property belonging to third party,

occurring during the Period of Insurance and within the geographical limit in connection with the Insured's business.

PROVIDED THAT

1. The amount payable by the Company hereunder for all compensations in respect of any one occurrence or series of occurrences arising directly or indirectly out of one event or original cause including costs and expenses recovered by any claimant from the Insured or incurred by the Insured with the written consent of the Company shall not exceed in aggregate the sums stated in the Schedule as the Limit of Indemnity.

2. In the event of the death of the Insured the Company will indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this policy provided that such legal personal representatives shall as though they were the Insured fulfil and be subject to the terms exceptions and conditions of the policy so far as they can apply.

JURISDICTION CLAUSE

The indemnity provided by this policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong SAR nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong SAR whether by way of reciprocal agreements or otherwise.

EXCEPTIONS

The Company will not be liable under this policy in respect of:

1. Injury or damage caused by or through or in connection with bursting of boilers, animals, mechanically propelled vehicles, aircraft, ships, boats or craft of any kind or foul berthing or cranes or hoists or other lifting machinery.

2. Injury or damage resulting from attributable to or caused by:-
   (a) sub-contractors to the Insured or persons in the service or employment of or acting on behalf of such sub-contractors,
   (b) vibration,
   (c) the removal or weakening of or interference with supports to land buildings or any other property.

3. Claims arising out of the nature or condition of goods sold supplied serviced processed overhauled repaired or tested by the Insured or of the containers therefor or the action of any commodity used or applied or administered by the Insured or by any employee or agent of the Insured.

4. Injury to any person employed under a contract of service or apprenticeship with the Insured or injury to family members of the Insured.

5. Injury or damage arising in the course of or as the result of remedial or other advice or treatment given or administered by the Insured or by any person acting on behalf of the Insured.

6. Damage to property owned by or in the custody or control of the Insured or that of any of the Insured's employees or family members or agents.

7. Damage to property of any description due to the manufacture construction alteration repair or treatment of such property by the Insured or by any person acting on behalf of the Insured.

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

9. Illness caused through defective sanitary or drainage arrangement.

10. Injury or damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. The term combustion shall include for the purpose of this exclusion any self-sustaining process of nuclear fission.

11. War invasion act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power strike riot civil commotion and any act of terrorism.

Regardless of any contributory causes this policy does not cover any loss damage liability cost or expenses directly or indirectly arising out of

(a) biological or chemical contamination and/or
(b) missiles bombs grenades explosives due to any act of terrorism.
For the purpose of this exception

(i) 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) or 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 or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

(ii) 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.

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

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

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

12. Fine penalty exemplary damages or damages of a punitive nature.
13. Bodily injury or property damage arising out of the actual alleged or threatened discharge dispersal release seepage or escape of pollutants or any loss cost or expense arising out of any direction or request whether governmental or otherwise that the Insured evaluate test or monitor clean up remove control contain treat detoxify or neutralize pollutants. Pollutants means any solid liquid gaseous or thermal irritant or contaminant including smoke vapor soot fumes acids alkalis chemicals and waste. The terms waste as used in this definition includes materials which are to be or are being recycled reconditioned or reclaimed.

14. Liability directly or indirectly caused by or attributed to or arising from existing or erecting demolishing repairing installing and renovating unauthorized structures and/or unauthorized building works on or within the Insured premises. The meaning of unauthorized structure shall be construed in accordance with the Building Ordinance of the Hong Kong SAR.
15. IT Clarification Clause (in respect of third party property damage)

Loss of damage or destruction of property under this policy shall mean physical loss of physical damage to or physical destruction of the substance of property.

Physical loss of physical damage to the substance of property shall not include loss of damage to or destruction of 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 policy:

(i) Loss of or damage to or destruction of 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.

(ii) Loss, damage or destruction 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.

16. Internet Related Liability Exclusion

Any liabilities incurred from internet related activities.

17. Electromagnetic Radiation Exclusion

Any claim arising out of 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, produced, distributed, transmitted or maintained by charges, currents, frequencies, energy or forces of electricity.

18. Total Asbestos Exclusion

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 or contributed to or by asbestos, asbestos products or asbestos contained products in whatever form or quantity.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression used in this Policy and the Schedule shall bear such specific meaning wherever it may appear.

2. This policy shall be voidable in the event of mis-description or non-disclosure by the Insured of any material particulars. If there shall occur any change involving a material fact set out in this Policy and forming the basis of this Insurance the Insured shall as soon as possible give notice in writing to the Company and the premium shall if necessary be adjusted by agreement.

3. The due observance and fulfillment of the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

4. The Insured shall give notice in writing to the Company as soon as possible after the occurrence of any accident with full particulars thereof. Every letter claim wrt summons and/or process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be liability under this Policy. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured shall give all such information and assistance as the Company may require.

5. If any part of the premium or renewal premium is calculated on estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereafter be adjusted and the difference paid by or allowed to the Insured as the case may be.

6. The Insured shall if required by the Company produce or give access to any property alleged to be damaged and the Insured shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the loss or damage in respect of which a claim is made has actually arisen from a risk insured against.
7. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent accidents and to comply with all statutory or other obligations and regulations imposed by any Authority and shall maintain the Premises and all ways works machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall forthwith cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as circumstances may require.

8. If at the time a claim is made by the Insured under this Policy there is any other insurance covering the same liability the Company shall not be liable to be called upon in contribution, and, subject to the Policy Limit of Indemnity, is only to pay any amount if and insofar as not recoverable under such insurance.

9. In connection with any claim or claims against the Insured arising out of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause the Company may at any time pay to the Insured the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which any such claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under the Policy in connection with such claim or claims except for costs and expenses recoverable from the Insured or incurred with the written consent of the Company in respect of matters prior to the date of such payment.

10. This Policy may be cancelled at any time by the Insured in writing to the Company and in such case the Company shall charge the customary short period rate for the time the Policy has been in force or the Minimum Premium, whichever is the greater. This Policy may be cancelled by the Company on 7 day's advance notice in writing to the Insured's last known address, and in which case the Company shall refund a rateable proportion of premium to the Insured for the unexpired period from the date of cancellation.

11. All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this policy that an arbitration award shall be first obtained. If the 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.