

## Public Liability Insurance Policy

**WHEREAS** the Insured by a proposal which shall be the basis of this Contract and be held and treated as incorporated herein has applied to Bolttech Insurance (Hong Kong) Company Limited (hereinafter called "the Company") for the Indemnity hereinafter expressed and has paid or agreed to pay the Premium as consideration for or on account of such indemnity

**NOW THIS POLICY WITNESSES** that subject to the Terms Limits Extensions Exclusions Provisions Conditions and the Jurisdiction Clause contained herein or endorsed hereon (hereinafter collectively referred to as "the Terms of this Policy") the Company will indemnify the Insured against

- (A) All sums which the Insured shall become legally liable to pay for compensation in respect of
- (1) accidental Bodily Injury; and/or
  - (2) accidental Property Damage
- happening in connection with the Business and occurring on the Premises or within the Geographical Limits during the Period of Insurance; and/or
- (B) All costs and expenses of litigation
- (1) recovered by any claimant against the Insured and/or
  - (2) incurred with the written consent of the Company
- in respect of a claim against the Insured for compensation to which indemnity expressed in this Policy applies.

The liability of the Company inclusive of all costs and expenses in respect of or arising out of any one Occurrence irrespective of the number of claims, demands, proceedings, process or actions occasioned thereby, or in respect of or arising out of all claims, demands, proceedings, process or actions of a series consequent on relating or attributable to one source or original cause shall not exceed the Limit of Indemnity for Any One Occurrence specified in the Schedule

The aggregate liability of the Company in respect of all claims, demands, proceedings, process or actions and all Occurrences, inclusive of all costs and expenses relating thereto, happening during the Period of Insurance shall not exceed the Limit of Indemnity for Any One Period of Insurance specified in the Schedule

In the event of the death of the Insured, the Company will in respect of the liability incurred by the Insured indemnify the Insured's personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy so far as they can apply and provided that the Insured shall prior to his / her death shall have also fully and punctually fulfilled complied with and observed the Terms of this Policy.

### Important Notice

1. Please examine this Policy carefully. For enquiry, please contact the Company or your Insurance Broker/Agent immediately.
2. Pursuant to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$500 if the Policy is terminated at the request of the Insured.

### 請注意

1. 請貴保戶詳細查閱此保單之內容，如有任何查詢，請從速與本公司或閣下之保險經紀 / 代理人聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣五百元正保費。

## 1. Definitions

- 1.1 Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting therefrom.
- 1.2 Property Damage** means loss of or physical damage to tangible property including any resulting loss of use of that property.
- 1.3 Business** means the business described in the Schedule including the provision and management of canteens, social, sports and welfare organization for the benefit of the Insured's employees, first aid, fire and ambulance services and maintenance of the Insured's Premises.
- 1.4 Premises** means the Situation shown in the Schedule.
- 1.5 Occurrence** means an event which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. Disease arising out of continuous or repeated exposure to substantially the same general conditions shall be included as arising out of one Occurrence.
- 1.6 Hong Kong** means Hong Kong Special Administrative Region.

## 2. Extensions

### 2.1 Indemnity to Other Parties

If the Insured so requests, the Insured shall include

- (i) any director, partner, officer or employee of the Insured but only in respect of Occurrences happened whilst acting within the scope of their duties in such capacity;
- (ii) any office holder or member of social and sporting clubs, canteen and welfare organisations and first aids, fire and ambulance services formed with the Insured's consent in respect of claims arising from the performance of their duties connected with the activities of any such club, organisation or service;
- (iii) any principal for whom the Insured is carrying out work in connection with the Business if and in so far as any liability is attached to such Principal by reason of the act or omission of the Insured.

Provided that such director, partner, employee, office holder, member or, principal shall fully and punctually observe fulfil comply with and be subject to the Terms of this Policy.

### 2.2 Cross Liabilities

Where the Insured consists of more than one party, the indemnity by this Policy shall apply to each party as if a separate policy had been issued to each party provided always that the aggregate liability of the Company in respect of all such deemed separate policies shall not exceed the appropriate or applicable Limit of Indemnity specified in the Schedule.

## 3. Exclusions

The indemnity expressed in this Policy shall not apply to:

- 3.1** liability in respect of Bodily Injury or Property Damage which results from a deliberate or intentional act or omission of the Insured, the consequence of which could reasonably have been expected having regard to the nature and circumstances of such act or omission and/or of the relevant Occurrence thereof.
- 3.2** liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

- 3.3 liability under and pursuant to the Employees' Compensation Ordinance or in respect of Bodily Injury to any Employee of the Insured under any circumstances whatsoever or any sums payable by the Insured under legislation relating to employees' compensation, employees' benefits, occupational injury, illness or disease. For the purpose of this Exclusion Employee means any
- (a) person under a contract of service or apprenticeship with the Insured OR
  - (b) person hired or otherwise lent or provided to or borrowed by the Insured, whether relating to or connected with any business arrangement or transaction with the insured or not OR
  - (c) sole proprietor or self-employed person OR
  - (d) person employed by labour only sub-contractors
- while working for or for the benefit of the Insured in connection with the Business.
- 3.4 liability in respect of Property Damage to property
- (a) belonging to the Insured OR
  - (b) in the charge or under the possession, custody or control of the Insured or any servant or agent of the Insured OR
  - (c) being that part of any property on which the Insured or any servant or agent of the Insured is or has been working if that the Property Damage results from such work.
- 3.5 liability in respect of Property Damage caused or occasioned by or contributed to by or in connection with or as a result of or in consequence of or arising out of or from the bursting of any pressure part of any steam boiler or any economiser or any vessel or apparatus (other than any steam turbine or engine or other steam-driven machinery) intended to operate under steam pressure belonging to or otherwise under the control possession or custody of the Insured or any servant or agent of the Insured.
- 3.6 liability in respect of
- (a) Property Damage to any property or land or building caused or occasioned by or contributed to by or in connection with or as a result of or in consequence of or arising out of or from any vibration or by or as a result of, in whole or in part, directly or indirectly, the removal or weakening of support;
  - (b) expenditure costs and expenses incurred in doing or re-doing or making good any work which the Insured has contracted to do.
- 3.7 liability in respect of Bodily Injury or Property Damage arising from or out of or in connection with or as a result of or in consequence of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) or trailer attached thereto licensed for road use or for which a certificate of Motor Insurance or compulsory insurance is required or the loading or unloading of or from such vehicle or trailer or any delivery or collection of goods in connection or otherwise associated with such vehicle or trailer or the driving or use thereof.
- 3.8 liability in respect of Bodily Injury or Property Damage caused or occasioned by or contributed to by or in connection with or in consequence of or as a result or arising out of or from
- (a) any vessel, watercraft or aircraft owned or possessed or controlled or used by or on behalf of the Insured or the loading or unloading thereof or therefrom
  - (b) accident to any vessel or watercraft in consequence of the condition or unsuitability of any berth dock or mooring
  - (c) any hoist or crane owned or installed or controlled or managed or used by the Insured or for the maintenance of which the Insured is responsible .
- 3.9 liability directly or indirectly caused or occasioned by or contributed to by or through or in connection with or as a result of or arising out of or from or in consequence of pollution or contamination.

- 3.10 liability in respect of Bodily Injury or Property Damage caused or occasioned by or contributed to by or in connection with or as a result of or in consequence of or arising from or out of any goods (other than food or drink sold or supplied for consumption on the Premises purely incidental to the main business of the Insured) or any containers thereof sold, supplied, hired out, constructed, erected, installed, repaired, altered, cleaned, processed, serviced or otherwise treated by or on behalf of the Insured and no longer in the Insured's possession or control.
- 3.11 liability in respect of Bodily Injury or Property Damage caused or occasioned by or contributed to by or in connection with or as a result of or in consequence of or arising out of or from
- (a) error or omission in any advice or specification given or treatment rendered or design made or provided by the Insured.
  - (b) breach of duty of any kind and form owed in a professional capacity by the Insured. It is hereby declared that, without prejudice to the foregoing, the word "professional" shall extend to include all sorts of sale or provision or application of goods or services professed or proclaimed or intended to be professed or proclaimed as specialised, sophisticated or technical in nature.
- 3.12 any fines, penalties, punitive, exemplary or aggravated damages or any additional damages of any nature or form howsoever resulting in multiplication of compensatory damages.
- 3.13 liability directly or indirectly occasioned by or through or in consequence of:
- (1) war, invasion, acts of 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 exclusion 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 exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.
- If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the Insured.
- In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3.14 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 exclusion 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 Company alleges 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.

- 3.15 liability directly or indirectly caused or occasioned by or contributed to by or arising from or out of 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.
- 3.16 liability directly or indirectly caused or occasioned by or contributed to by or arising from or out of nuclear weapons material.
- 3.17 actual or alleged liability whatsoever for any claim or claims in respect of any loss, damage, cost and/or expense (which expression includes Bodily Injury) directly or indirectly arising from or out of or caused or occasioned by or contributed to by or resulting from or in connection with or in consequence of asbestos in whatever form or quantity.
- 3.18 liability directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- 1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 3) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### **4. Jurisdiction Clause**

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

#### **5. I.T. Clarification Clause**

Physical damage covered under this Policy 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 policy :

- (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.

#### **6. Sanction Exclusion**

Notwithstanding anything to the contrary in this Policy the following shall apply:

If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches 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 or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

## **7. Communicable Disease Exclusion (LMA 5396 rev)**

1. Notwithstanding any 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, defence cost, cost, expense or any other amount, 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 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, human welfare or property damage.

All other terms, conditions and exclusions of the policy remain the same.

## **8. Conditions**

### **8.1 Identification**

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.

### **8.2 Reasonable Precautions**

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

### **8.3 Right of Inspection**

The Company shall at all reasonable times have free access to inspect any property and in the event of any defect or danger being apparent (in the sole and conclusive opinion of the Company) the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom or there out of shall be suspended.

### **8.4 Alteration of Risk**

If at any time anything shall occur materially affecting the risk insured hereunder the Insured shall give immediate written notice to the Company.

### **8.5 Claim**

8.5.1 In the event of any occurrence which may give rise to a claim for indemnity under this Policy the Insured shall as soon as possible give notice thereof with full particulars to the Company in writing. Every letter claim writ summons and process shall be notified and forwarded to the Company immediately on receipt.

8.5.2 The Insured shall not without the consent in writing of the Company admit or repudiate liability compromise or settle any claim or negotiate or make any admission offer promise or payment in connection with any occurrence or claim and the Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence 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 against any persons 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 from time to time and at any time.

- 8.5.3 The Company may in the case of any occurrence pay to the Insured the maximum sum payable under this Policy in respect of such occurrence or any lesser sum for which the claims arising from such occurrence can be settled and the Company shall thereafter not be under further liability in respect of such occurrence except for the payment of costs and expenses of litigation incurred prior to the date of payment.

## 8.6 Other Insurance

If at the time of any occurrence or claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected or on behalf of the Insured applicable to such occurrence or claim the Company shall not be liable under this Policy to indemnify the Insured in respect of such occurrence or claim except in so far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected.

## 8.7 Subrogation

- (a) Without prejudice to any of its Common Law rights and remedies, the Company shall be entitled at its sole discretion to prosecute in the name of the Insured any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time and at any time require and execute any necessary documents for the purpose of vesting such rights in the Company. Any Moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action. The Insured hereby appoints and constitutes the Company as its / his /her agent and attorney, as the case may be, to execute all necessary documents as aforesaid without first enquiring from and/or requiring the Insured to execute the same in the first place.
- (b) The Insured shall not enter into nor become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any Occurrence resulting in liability on the part of the Insured for which indemnity is provided by this policy or whereby any such claim is limited or qualified in any way.

## 8.8 Premium Adjustment

If the premium for this Policy has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relating thereto and shall at all times allow the Company to inspect such record and shall within one month from the expiry of every Period of Indemnity supply to the Company a correct statement so that the premium for that period shall be calculated and , if necessary, adjusted and the Insured is required to pay any further premium as may be necessary after such adjustment. The Insured further covenants and confirms that irrespective and notwithstanding such adjustment process, if any, the adjusted premium shall not be less than HK\$500.00 or the minimum premium specified in the Schedule, whichever is the greater.

## 8.9 Cancellation

This Policy may be cancelled at any time by seven days' notice by registered letter from the Company to the Insured's last known address and in such event and subject to the minimum premium specified in the schedule the Company will return a pro-rata portion of the premium for the unexpired part of the Period of Cover.

The Insured may cancel this Policy at any time by giving written notice to the Company and in such event the Insured shall be entitled, subject again to the minimum premium specified in the schedule, to a refund of the unused part of premium paid in respect of the unexpired period of insurance calculated as per

the table specified below. The Company shall retain a minimum premium of HK\$500 or the amount of minimum premium specified in the Schedule whichever is the greater.

Period of Insurance already covered	Refund Premium
Not Exceeding 1 month	90% of premium paid
2 months	80% of premium paid
3 months	70% of premium paid
4 months	60% of premium paid
5 months	50% of premium paid
6 months	40% of premium paid
7 months	30% of premium paid
8 months	20% of premium paid
9 months	10% of premium paid
Over 9 months	No refund

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

#### 8.10 Arbitration

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 purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### 8.11 Governing Laws

This Policy is subject to the exclusive jurisdiction of the Courts of Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong.

#### 8.12 Observance of Conditions

The due observance compliance and fulfilment of the Terms Provisions Conditions and endorsements of this Policy by the Insured insofar as they relate to anything to be done or observed or fulfilled or complied with by him and the truth of the statements and answers in the proposal made by the Insured shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### 8.13 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.

#### 8.14 Renewal

The Company will send the Insured a renewal notice with the renewal terms (the terms may be different from this Policy) if the Company desire to renew this Policy. This Policy will be renewed if the required premium and documents for renewal are received by the Company in accordance with the renewal terms. The renewal of this Policy shall not constitute any waiver of the Company's right under this clause and/or the renewed Policy.