

中國太平保險(香港)有限公司

China Taiping Insurance (HK) Company Limited

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PUBLIC LIABILITY INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto carrying on the Business described in the Schedule and no other for the purposes of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to CHINA TAIPING INSURANCE (HK) CO. LTD. (hereinafter called “the Company”) for the indemnity hereinafter expressed and has paid or agreed to pay the Premium stated in the Schedule as consideration for such indemnity for the Period of Insurance stated in the Schedule.

NOW THIS POLICY WITNESSETH that subject to the terms exceptions conditions and the Jurisdiction Clause contained herein or endorsed hereon (hereinafter called “the Terms of this Policy”) the Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay for compensation in respect of

- (1) accidental bodily injury to any person; and
- (2) accidental loss of or damage to property

happening in connection with the Business and occurring during the Period of Insurance at any place specified in the Schedule.

In respect of any occurrence to which this Policy applies the Company will pay all costs and expenses of litigation

- (1) recovered by any claimant against the Insured; and
- (2) incurred with the written consent of the Company.

PROVIDED THAT the liability of the Company under this Policy for all compensation and claimants’ costs and expenses payable

- (1) 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 on or attributable to one source or original cause or
- (2) in respect of all injury loss and damage occurring during any one Period of Indemnity

shall not exceed the Limit of Indemnity as specified in the Schedule.

THE COMPANY WILL ALSO in the event of the death of the Insured indemnify the Insured’s legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.

JURISDICTION CLAUSE

The indemnity shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong Special Administrative Region.

EXCEPTIONS

The indemnity expressed in this Policy shall not apply to

- (1) liability in respect of injury illness disease loss or damage which results from a deliberate act or omission of the Insured and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (2) liability assumed by the Insured under any contract or agreement whether written verbal or implied unless such liability would have attached notwithstanding any such contract or agreement
- (3) bodily injury to any person under a contract of service or apprenticeship with the Insured arising out of and in the course of the employment of such person by the Insured
- (4) loss of or damage to
 - (a) property belonging to or in the custody or control of the Insured or property which is in the custody or control of any person in the service of the Insured by virtue of such service but the expression "custody or control" shall not apply to
 - (i) the remaining part of any building of which a portion is leased or rented by the Insured
 - (ii) buildings which are not owned or tenanted by the Insured but are temporarily occupied by the Insured for the purpose of carrying out alteration decoration or repair
 - (b) that part of any property upon which the Insured or any person in the service of the Insured is or has been operating
 - (c) property caused by explosion due to force of internal steam pressure of any boiler vessel or apparatus designed to operate under steam pressure only
 - (d) vessel craft or aircraft
- (5) liability in respect of injury to or illness or disease of any person or loss of or damage to any property or land or building caused by vibration or by the removal or weakening of support
- (6) liability in respect of injury illness disease loss or damage arising from 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) licensed for road use or for which a certificate of Motor Insurance is required or trailer attached thereto or the loading or unloading of such vehicle or trailer delivery or collection of goods in connection with such vehicle or trailer within the limits of any carriageway or thoroughfare
- (7) liability in respect of injury illness disease loss or damage caused by or in connection with or arising from
 - (a) any vessel or craft or aircraft not specified in the Schedule under the heading of Plant 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 unless specified in the Schedule under the heading of Plant
 - (c) accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
 - (d) sub-contractors to the Insured or persons engaged in or upon the service of such sub-contractors
 - (e) fire earthquake explosion flood or fumes
 - (f) poisoning of any kind or foreign or deleterious matter in food or drink
- (8) fines, penalties whether civil criminal or contractual, punitive or exemplary damages
- (9) liability directly or indirectly occasioned by or through or in consequence of pollution or contamination

- (10) liability directly or indirectly occasioned by or through or in consequence of
 - (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not)
 - (b) civil war mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution conspiracy military or usurped power
 - (c) martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
 - (d) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto Government or to the influencing of it by terrorism or violence or loot sack or pillage in connection with any of the aforementioned occurrences
- (11) (a) liability directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission or fusion
 - (b) liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
- (12) (a) liability for the rendering of or failure to render advice or professional service by the Insured and/or the employees or agents of the Insured or any error or omission connected therewith
 - (b) liability for claims arising out of or in connection with the use of any Product. Product means goods or property after it has left the custody or control of the Insured which has been supplied, manufactured, altered, repaired, serviced, constructed, erected, installed, sold or distributed by the Insured including any container thereof (other than a vehicle)

CONDITIONS

1. This Policy and Schedule shall be read together and any words or expressions to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear
2. The due observance and fulfilment of the Terms 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 Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy
3. Every notice or communication to the Company shall be in writing and sent to the Branch or Agency of the Company from which this Policy was issued and notice or knowledge of anything relating to this Policy or any claim hereunder or with reference to any of the property or places insured hereunder shall not be deemed to be notice to or within the knowledge of the Company unless so given. No alteration in the Terms of this Policy will be held valid unless the same is signed or initialled by an authorized representative of the Company
4. 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 to the Company in writing. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt
5. The Insured shall not without the consent in writing of the Company repudiate liability or make any admission offer promise or payment in connection with any accident 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 damage 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

6. If it shall so desire the Company may at any time or stage of proceedings discharge its liability hereunder by paying to the Insured the Limit of Indemnity as specified in the Schedule or any lesser sum for which the claim or claims arising from any occurrence can be settled and in the event of it so doing, the Company shall thereafter not be under any further liability in respect of such occurrence under this Policy
7. 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 the Company, subject to the Limit of Indemnity, is only to pay any amount if and so far as not recoverable under such other insurance
8. The Insured shall take all reasonable precautions to prevent injury illness loss or damage which may give rise to a claim under this Policy
9. 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 the Company may give notice in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended. If at any time anything shall occur materially affecting the risk insured hereunder the Insured shall within seven days give notice in writing to the Company and shall pay such additional premium as the Company may require
10. 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 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 thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be subject to any minimum premium that may apply
11. 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 the Company will return a pro rata portion of the premium for the unexpired part of the Period of Insurance subject to any minimum premium that may apply
12. 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
13. This Policy shall be interpreted in accordance with the laws of Hong Kong Special Administrative Region