

# Public Liability Policy

## 公眾責任保險單



**Sun Flower Insurance Brokers Limited**  
Room 1108, Hing Yip Commercial Centre  
282 Des Voeux Road Central, Hong Kong  
Tel: (852) 2521-1881 Fax: (852) 2521-1919  
Web: [www.sunflowerVIP.com](http://www.sunflowerVIP.com) [www.sunflowerMPF.com](http://www.sunflowerMPF.com)



QBE Hongkong & Shanghai Insurance Ltd.

昆士蘭聯保保險有限公司

A Member of the Worldwide QBE Insurance Group 澳洲昆士蘭保險集團成員

17/F, Warwick House, West Wing, Telephone 電話: (852) 2877 8488  
Taikoo Place, 979 King's Road, Facsimile 傳真: (852) 3607 0300  
Quarry Bay, Hong Kong Claims Hotline 賠償部熱線: (852) 2877 8608  
香港鰂魚涌英皇道979號 Claims Fax 賠償部傳真: (852) 3607 0530  
太古坊和域大廈西翼17樓  
[www.qbe.com.hk](http://www.qbe.com.hk)

Whereas the Insured has made to QBE Hongkong & Shanghai Insurance Limited (hereinafter called "the Company") a written Proposal and/or Declaration which together with all statements in writing including Renewal Declarations by the Insured shall be the basis of this contract and be considered as incorporated herein.

NOW THIS POLICY WITNESSES that in consideration of the payment of the Premium and subject to the terms, exclusions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as "the Terms of this Policy") the Company shall indemnify the Insured against all sums which the Insured shall become legally liable to pay by way of compensation (excluding punitive or exemplary and/or aggravated damages and/or any additional damages resulting from the multiplication of compulsory damages) consequent upon

- (a) Bodily Injury
- (b) Property Damage

happening during the Period of Insurance caused by an Occurrence in connection with the Business of the Insured within the Territorial Limits as specified within the Policy Schedule.

With respect to the indemnity afforded by this policy the Company shall:

- (a) defend in the Insured's name and on their behalf any suit against the Insured alleging such Bodily Injury or Property Damage and seeking damages on account thereof even if such suit is groundless, false or fraudulent, and the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all expenses incurred by the Company, all costs taxed against the Insured in any such suit and all interest accruing after entry of judgment until the Company has paid tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability specified in the schedule;
- (c) reimburse the Insured for all reasonable expenses, other than loss of earnings, incurred with the consent of the Company;

Provided that:

- (i) the Company shall not be obliged to pay any claim or judgment or to defend any suit after the Limit of Indemnity has been exhausted by payment of judgments or settlements,
- (ii) if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim, the Company's liability to pay any legal costs and expenses in connection therewith shall be limited to such proportion of the legal costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of the claim.

The amounts thus incurred, except payments in settlement of claims, suits and all costs awarded against the Insured, are payable by the Company in addition to the applicable Limit of Indemnity of this Policy.

### LIMIT OF INDEMNITY

The maximum liability of the Company in respect of any claim or any series of claims for Bodily Injury and/or Property Damage caused by or arising out of one Occurrence shall not exceed the Limit of Indemnity specified in the Schedule. All Bodily Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general conditions shall be construed as arising out of one Occurrence.

### EXCESS

When specifically indicated in the attached Schedule and/or Endorsements, each Occurrence arising under this Policy is subject to the excess shown.

### DEFINITIONS

- Occurrence** : means an event, including continuous or repeated exposure to substantially the same general conditions which results in Bodily Injury or Property Damage, neither expected nor intended from the standpoint of the Insured.
- Bodily Injury** : means bodily injury, sickness or disease sustained by any person which occurs during the Period of Insurance, including death at any time resulting therefrom.
- Property Damage** : means (1) physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence.
- Vehicle** : means any type of machine on wheels or on self laid tracks made or intended to be propelled by other than manual or animal power and any trailer or other attachment made or intended to be drawn by such machine.
- Watercraft** : means any vessel, craft or thing made or intended to float on or in or travel on or through water.
- Aircraft** : means any vessel, craft or thing made or intended to fly or move in or through the atmosphere or space.
- Pollutants** : means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
- Policy** : means this document and each memorandum issued by the Company and attached, or intended to be attached, to it.
- Territorial Limits** : means the territory of Hong Kong unless otherwise stated in the Schedule.
- Business** : means the nature of trade or occupation of the Insured specified in the Schedule.

### EXCLUSIONS

This Policy does not cover liability in respect of

1. Bodily Injury to
  - (a) any person employed under a contract of service or apprenticeship with the Insured if such Bodily Injury arises out of and in the course of the employment;
  - (b) any person by whom or by whose dependants any claim is brought against the Insured under any Employees' Compensation legislation.
2. Property Damage to
  - (a) property belonging to the Insured or held in trust by or in the custody or control of the Insured;
  - (b) property held in trust by or in the custody or control of a person in the service of the Insured by virtue of such service.
3. The cost of performing completing, correcting or improving any work undertaken by the Insured.
4. Any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.

5. Property Damage caused by vibration removal or weakening of or interference with support to land buildings or any other property.
6. Bodily Injury or Property Damage caused by or arising out of the ownership possession operation control maintenance or use by or on behalf of the Insured of any Vehicle or trailer (unless such Vehicle or trailer is specified as Plant in the Schedule) or any Aircraft or Watercraft but this Exclusion shall not apply to Bodily Injury or Property Damage caused by or in connection with the loading or unloading of any Vehicle or trailer except in so far as such loading or unloading is covered by a policy of Motor insurance.
7. Bodily Injury or Property Damage caused by
  - (a) any manually-operated lifting tackle with a lifting capacity exceeding ten hundred weight or any power-operated lift elevator crane hoist or other lifting tackle (unless such lifting tackle is specified as Plant in the Schedule);
  - (b) flood fumes atmosphere or water pollution subsidence landslip or subterranean damage (other than to pipes cables and the like);
  - (c) the nature or condition of any goods or the containers thereof sold or supplied by the Insured.
8. Bodily Injury or Property Damage caused by or resulting from the explosion or collapse of
  - (a) any economiser owned or used by the Insured working in conjunction with a steam boiler;
  - (b) any boiler vessel or other apparatus owned or used by the Insured which is intended to operate under internal pressure due to steam.
9. War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection riot military or usurped power or expropriation including lawful seizure resumption confiscation nationalisation destruction or damage to property by or under the order of any Government or public or local authority.  
In any claim and in any action suit or other proceeding where the Company alleges that by reason of this Exclusion any liability is not covered by this Policy the burden of proving that such liability is covered shall be upon the Insured.
10. Bodily Injury or Property 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.
11. Professional liabilities of whatsoever kind including Directors and Officers Errors and Omissions and Medical Malpractice.
12. Sub-contractors to the Insured or persons engaged in or upon the service of such subcontractors.
13. (a) Bodily Injury or Property Damage caused by or arising out of the discharge, dispersal, release or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water. Provided this Exclusion does not apply if such discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place;
- (b) Any costs and expenses incurred in the prevention, removing, nullifying, or clean-up of such contamination or Pollution. Provided this Exclusion shall not apply to clean-up, removal or nullifying expenses, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Bodily Injury or Property Damage.
14. 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.
15. Punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.

16. Fines, penalties or liquidated damages.
17. Work performed on offshore gas and oil platforms.
18. Claims made and actions instituted outside the Jurisdiction of Hong Kong.
19. Liability arising out of the publication or utterance of a libel or slander.
20. Loss of use of tangible property which has not been physically injured or destroyed resulting from a delay in or lack of performance by or on behalf of the Insured of any contract or agreement.

#### 21. TERRORISM

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, death, injury, illness, 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 endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or 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) which from its nature of context is done for, or in connection with, political, religious, ideological, ethnic 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.

This endorsement also excludes loss, damage, death, injury, illness, 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.

#### 22. INFORMATION TECHNOLOGY HAZARDS, COMPUTER DATA, PROGRAM AND STORAGE MEDIA

Bodily injury or property damage arising, directly or indirectly, out of, or in any way involving the Insured's "Internet Operations".

This exclusion does not apply to bodily injury or property damage arising out of any material which is already in print by the manufacturer in support of its product, including but not limited to product use and safety instructions or warnings, and which is also reproduced on its site.

Nothing in this exclusion shall be construed to extend coverage under this policy to any liability which would not have been covered in the absence of this exclusion.

Property damage to computer data or programs and their storage media arising directly or indirectly out of or caused by, through or in connection with:

- (a) The use of any computer hardware or software;
- (b) The provision of computer or telecommunication services by the Insured or on the Insured's behalf;
- (c) The use of computer hardware or software belonging to any third party, whether authorised or unauthorised including damage caused by any computer virus.

"Internet Operations" means:


- (i) Use of electronic mail systems by the Insured or the Insured's employees, including part-time and temporary staff, contractors and others within the Insured's organisation;
- (ii) Access through the Insured's network to the worldwide web or a public internet site by the Insured's employees, including part-time and temporary staff, contractors and others within the Insured's organisation;
- (iii) Access to the Insured's intranet (meaning internal company information and computing resources) which is made available through the worldwide web for customers of the Insured or others outside the Insured's organisation; and
- (iv) The operation and maintenance of the Insured's web site.

#### CONDITIONS

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 meaning wherever it may appear.

1. Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct unit and the word Insured shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties provided that nothing in this clause shall result in an increase of the Company's Limit of Liability in respect of any one Occurrence.
2. 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 of 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 the circumstances may require.
3. The Insured shall give immediate written notice to the Company of any alteration which materially affects the risk covered by this Policy.
4. The Insured shall give written notice to the Company of any accident or loss or claim or proceedings immediately the same shall have come to the knowledge of the Insured or his representative.
5. 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 the 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 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. The Company may at any time pay to the Insured in respect of all claims against the Insured arising directly or indirectly from one source or original cause the amount of the Limit of Indemnity or such other limit specified in respect thereof (after deduction of any sum or sums already paid as compensation in respect thereof), or any lesser sum for which the claim or claims can be settled and upon such payment the Company shall relinquish conduct or control of and be under no further liability under the Policy in connection with such claims except for costs, charges and expenses (a) recoverable from the Insured for all part of the period prior to the date of such payment; (b) incurred by the Company; (c) incurred by the Insured with the written consent of the Company prior to the date of such payment.
7. This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the Premium shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Company giving seven days' notice in writing to the Insured at his last known address and the Premium shall be adjusted on the basis of the Company receiving or retaining the pro rata premium.
8. If at the time any claim arises under this Policy there is any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion by any such claim and costs and expenses in connection therewith.
9. All differences arising out of this Policy shall be referred to the decision of any 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.

10. The Company shall have the right at all reasonable times to inspect and examine any machine or to arrange for such inspections and examinations to be carried out on its behalf. The dismantling and reassembling in connection with any examination shall be carried out by the Insured on such date or dates as the Company and the Insured shall agree for the making of such examination. The Company shall furnish to the Insured reports on the results of such inspections and examinations.
11. The due observance and fulfillment 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.
12. In this Policy and where the context permits, words importing persons shall include corporations and other legal entities; the singular includes references to the plural and vice versa and any gender includes reference to all other genders.
13. This Policy is subject to the jurisdiction of Hong Kong and is to be construed in accordance with the laws of Hong Kong. 

#### Personal Information Collection Statement 收集個人資料聲明

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service; any claim or investigation or analysis of such claim; and exercising any right of subrogation, and may be transferred to 1) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes; 2) any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation; and 3) any members of the Federation by the Federation for any of the above or related purposes.

Moreover, we are hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry. You have the right to obtain access to and to request correction of any personal information concerning yourself held by us. Requests for such access can be made in writing to the General Administration Officer, QBE Hongkong & Shanghai Insurance Limited, 17/F, Warwick House, West Wing, Talook Place, 979 King's Road, Quarry Bay, Hong Kong (Telephone: 2877 8488, Fax: 3607 0300)

閣下提供的資料，為本公司提供保險業務所需，並可能使用於：任何與保險或財務有關的產品或服務，或該等產品或服務的任何更改、變更、取消、或續期；或任何索償，或該等索償的調查或分析；或行使任何代位權之用。以上資料，及可能移轉予：1) 任何有關的公司，或任何其他從事與保險或再保險業務有關的公司，或與保險業務有關的中介人或索償或調查或其他服務提供者，以達到任何上述或有關目的；2) 現存或不時成立的任何保險公司協會或聯會或類同組織（聯會），以達到任何上述或有關目的，或以使聯會執行其監管職能，或其他基於保險業或任何聯會會員的利益而不時在合理要求下賦予聯會的職能，及 3) 或透過聯會移轉予任何聯會的會員，以達到任何上述或有關目的。此外，本公司亦獲此獲授權由聯會從保險業內收集的資料中查閱及/或核對閣下任何資料。閣下有權查閱及要求更正由本公司持有有關閣下的個人資料。如有需要查閱，可用書面寄香港鯉魚涌英皇道979號太古坊和域大廈西翼17樓（電話：2877 8488，圖文傳真：3607 0300）向本公司行政事務主任提出。

