

中國太平洋保險(香港)有限公司
China Pacific Insurance Co.,(H.K.) Ltd.

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PUBLIC LIABILITY INSURANCE POLICY

WHEREAS the Insured carrying on the business described in the Schedule and no other for the purpose of this insurance by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated having applied to **CHINA PACIFIC INSURANCE CO., (H.K.) LTD.** (hereinafter called “the Company”) for this insurance and having paid or agreed to pay the premium

NOW THIS POLICY WITNESSES that subject to the Terms Exceptions Conditions and Limits of liability contained herein or endorsed hereon 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 accidental bodily injury to any person or accidental loss of or damage to property arising from the Business described in the Schedule and occurring during the Period of Insurance within the Geographical Limits described in the Schedule or at the insured locations specified in the Schedule

LIMITS OF INDEMNITY

PROVIDED ALWAYS THAT the liability of the Company under this policy for compensation payable

- (a) to any claimant or to 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 source cause shall not exceed the limit of indemnity per occurrence as stated in the Schedule
- (b) in respect of all occurrences happening in any one Period of Insurance shall not exceed the limit of indemnity per any one Period of Insurance as stated in the Schedule

In respect of any claim against the Insured for compensation to which the indemnity expressed in this policy applies the Company will also indemnify the Insured against all costs and expenses of litigation recovered by any claimant from the Insured and incurred by the Insured with the written consent of the Company

JURISDICTION CLAUSE

The indemnity provided herein shall not apply to:

- (a) compensation for damage in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within Hong Kong
- (b) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Hong Kong

EXCEPTIONS

The Company will not indemnify the Insured in respect of

1. liability for 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 for injury to or illness or disease of any member of the Insured's family or household
3. liability for injury to or illness or disease of any person under a contract of service or apprenticeship with the Insured if such liability is in respect of injury or illness or disease arising out of and in the course of employment of such person by the Insured or any sums payable by the Insured under legislation relating to occupational injury or illness or disease
4. fines penalties punitive or exemplary damages
5. liability for injury to or illness or disease of any person or loss of or damage to any property caused by vibration or by the removal or weakening of support interference with support to land buildings or any other property
6. liability for loss of or damage to property
 - a. belonging to the Insured or any member of the Insured's family or household or any employee of the Insured
 - b. under care custody or control of the Insured or any servant or agent of the Insured
 - c. caused by or in connection with or arising from the bursting of any pressure part of any steam boiler or any economiser or any vessel or any pipe or any other apparatus intended to operate under steam pressure belonging to or under the control of the Insured or any servant or agent of the Insured
7. liability incurred in doing or redoing or making good any work which the Insured or any member of the Insured's family or any person acting on behalf of the Insured has contracted to do
8. liability assumed by the Insured under any contract or agreement whether written or verbal or implied unless such liability would have attached notwithstanding any such contract or agreement
9.
 - a. liability for injury to or illness or disease of any person or loss of or damage to or loss of use of any property directly or indirectly caused by or in consequence of seepage pollution or contamination
 - b. the cost of removing nullifying or cleaning up seeping polluting or contaminating substances
10. liability for loss of or damage to any underground pipes cables drains mains sewers or any underground services nor any claims arising in consequence of such loss or damage
11. any commodity used or applied or administered by the Insured or by any employee or agent of the Insured or sold or supplied by the Insured for use consumption or application; or injury or damage arising from remedial or other advice or treatment given or administered by the Insured or by any person acting on behalf of the Insured
12. liability arising from any breach of professional duty by the Insured
13. liability for injury to or illness or disease of any person or loss of or damage to any property in connection with or arising from
 - a. any animal-drawn vehicle or mechanically propelled vehicle or any trailer attached thereto or vessel or craft or aircraft 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 for unless specified in the Schedule
 - c. accident to any vessel or craft in consequence of the condition or unsuitability of any berth dock or mooring
 - d. any commodity article or thing supplied repaired altered or treated by or to the order of the Insured and happening elsewhere than at any of the Insured's premises
14. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a. nuclear weapons material
 - b. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission
15. 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) civil war rebellion revolution insurrection mutiny or military or usurped power riot strike civil commotion or 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

- b. 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
16. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- a. mining, processing, manufacturing, distributing, storage and/or removal of pure Asbestos and/or products made entirely or mainly of Asbestos;
 - b. use of products made entirely or mainly of Asbestos.

CONDITIONS

1. 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 of the Schedule shall bear such meaning wherever it may appear
2. The due observance and fulfilment of terms, conditions, provisions 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 Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy
3. No insurance shall be in force until the premium for the period of insurance shall have been paid to and accepted by the Company. No alteration in the terms of this policy shall be valid unless endorsed hereon and signed by an officer or duly authorized attorney of the Company for this purpose appointed
4. The Insured shall give notice in writing to the Company immediately upon the occurrence of any accident with full particulars thereof. Every letter claim writ 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 inquest or fatal inquiry in connection with any accident for which there may be liability under this policy
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 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 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. 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 this policy in connection with such claim or claims except for costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment
7. 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 favor of or effected by 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. If at any time any change shall occur materially varying any of the facts existing at the date of the proposal the Insured shall forthwith give notice to the Company and shall pay such additional premium as the Company may require
9. The Company may cancel this policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance

10. The Insured shall exercise reasonable care that only competent contractors and 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 the circumstances may require
11. Any difference arising out of this policy shall be referred to an arbitrator to be appointed by the parties or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed by each of the parties or in case of disagreement of an umpire to be appointed by the arbitrators before entering on the reference. The making of an award shall be a condition precedent to any liability of or right of action against the Company in respect of such difference. If the Company shall disclaim liability for any claim and such claim shall not within twelve months from the date of such disclaimer be the subject of pending action or arbitration the claim shall then for all purposes be deemed to have been abandoned and shall not thereafter be recoverable
12. The due observance and fulfilment 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 all statements and information given by or on behalf of the Insured in respect of this insurance shall be conditions precedent to any liability of the Company to make any payment under this policy
13. If any part of the Premium is calculated on any estimate 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

PLEASE READ THE POLICY AND IF IT IS INCORRECT RETURN IT IMMEDIATELY FOR ALTERATION