



GENERALI

Assicurazioni Generali S.p.A.

忠 利 保 險 有 限 公 司

PUBLIC LIABILITY INSURANCE POLICY

公 眾 責 任 保 險 單

Please read this insurance carefully and see that it meets your requirements.

If you find anything missing or have any query, please do not hesitate to contact your insurance adviser or our Company.

The Public Liability Insurance Policy is an insurance contract between Assicurazioni Generali S.p.A. (hereinafter referred to as "the Company") and the Insured named in the Schedule. The contract is evidenced by this document and is hereinafter referred to as this Policy.

The Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereon will be considered as one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout. In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

The Insured and the Company agree

- 1) The Proposal shall be incorporated in and be the basis of the contract
- 2) The Insured shall pay the Premium
- 3) The Company shall provide the Insurance subject to the terms of this Policy
- 4) The following shall be conditions precedent to any liability of the Company
 - a) observance of the terms of this Policy relating to anything to be done or complied with by the Insured
 - b) the truth of the Proposal

Cover

The Company shall indemnify the Insured against legal liability for damages and claimant's cost and expenses in respect of

- a) accidental Injury to any person
- b) accidental Damage to Property happening during any Period of Insurance within the Geographical Limit(s) in connection with the Business

The liability of the Company for damages (including interest) and claimant's costs and expenses in respect of any Event shall not exceed the Limit(s) of Indemnity irrespective of the number of parties claiming to indemnity hereunder

The Company shall in addition pay

- a) the cost of legal representation at
 - i) any coroner's inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury or Damage to Property which may be the subject of indemnity under this Policy
- b) all other costs and expenses incurred with the Company's written consent

Exceptions

The Company shall not be liable in respect of

- 1) Injury or Damage caused by or arising in connection with the ownership possession or use by or on behalf of the Insured or any other person entitled to indemnity of any
 - a) mechanically propelled vehicle other than legal liability arising out of
 - i) the use of plant as a tool of trade on any site where the Insured is undertaking work and where compulsory insurance or security in respect of legal liability to third parties is not required by any legislation governing the use of motor vehicles
 - ii) the use of plant at the premises of the Insured
 - iii) the loading or unloading of any vehicleexcept where indemnity is provided by any motor insurance policy
 - b) aircraft or other aerial device
 - c) hovercraft
 - d) water-borne craft (other than hand-propelled or sailing craft up to 6 metres in length in inland or territorial waters)
 - e) locomotives
- 2) Damage caused by foul berthing or foul mooring
- 3) Injury to any Employee
- 4) any claim arising under an Employees' Compensation or Workmen's Compensation law
- 5) Damage to Property which at the time of the Event giving rise to legal liability is owned by or held in trust by or in the custody or control of the Insured other than
 - a) Employees' effects
 - b) premises not owned by or leased or rented to the Insured is undertaking work in connection with the Business
 - c) premises leased or rented to the Insured where such legal liability has not been assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement provided that an Excess specified in the Schedule shall apply in respect of Damage caused to such premises otherwise than by fire or explosion
- 6) Damage to any land structure building or Property due or alleged to be due to vibration or subsidence or the removal weakening of or interference with support of such land structure building or Property or liability arising in consequence of such Damage
- 7) the costs of making good faulty or inferior workmanship
- 8) claims arising in connection with any Products Supplied other than food and drink supplied in canteens sports and social clubs provided by the Insured for the use of Employees
- 9) claims arising out of
 - a) advice provided for a fee
 - b) design provided for a fee

- c) specification provided for a fee
 - d) any breach of the duty owed in a professional capacity by the Insured
- 10) a) Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this shall not apply to liability for Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- b) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- 11) liability assumed by the Insured under agreement unless such liability would have attached in the absence of such agreement
- 12) fines, penalties, punitive or exemplary damages
- 13) any Excess specified in the Schedule
- 14) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 15) any consequence of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

Extensions

The following shall be indemnified as if a separate policy had been issued to each

- a) the personal representatives of the Insured in respect of liability incurred by the Insured
- b) if the Insured so requests
 - i) any principal for whom the Insured is carrying out work in connection with the Business
 - ii) any director or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - iii) the officers committees and members of the Insured's canteen social sports and welfare organizations and first aid fire and ambulance services in their respective capacities as such each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply

Jurisdiction Clause

This Policy is subject to Hong Kong Jurisdiction

The Company shall not be liable in respect of any judgement that is delivered by or obtained from a court outside Hong Kong

Further provided that the indemnity shall not apply to a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere

Interpretations

For the purposes of this Policy

- 1) Proposal shall mean any signed proposal form and declaration and any information supplied by or on behalf the Insured in addition thereto or in substitution thereof
- 2) Injury shall mean bodily injury and shall include death disease or illness
- 3) Damage shall include loss
- 4) Property shall mean material property
- 5) Geographical Limit(s) shall mean the area(s) specified in the Policy Schedule
- 6) Business shall include the provision and management of canteens social sports and welfare organizations for the benefit of the Insured's Employees and first aid fire and ambulance services
- 7) Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- 8) Employee shall mean

- a) person under a contract of service or apprenticeship with the Insured
 - b) labour master and persons supplied by him
 - c) person employed by labour only sub-contractors
 - d) self-employed persons
 - e) person hired or borrowed from any public authority company firm or individual while working for the Insured in connection with the Business
- 9) Product Supplied shall mean any product sold supplied erected repaired altered treated installed processed manufactured or tested by the Insured in the course of the Business in or from Hong Kong or Macau and no longer in the custody or control of the Insured together with containers packaging and instructions supplied therewith
- 10) Excess shall mean the total amount payable by the Insured in respect of all damages costs and expenses arising out of any one Event before the Company shall be liable to make any payment
- 11) Hong Kong shall mean The Hong Kong Special Administrative Region

Conditions

- 1) The Insured shall take reasonable precautions to prevent Injury and Damage and to maintain all buildings furnishing ways works machinery plant and vehicles in sound conditions The Insured shall as soon as possible after discovery cause any 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
- 2) The Insured shall comply with all statutory requirements concerning the inspection of passenger lifts and steam pressure apparatus
- 3) Upon the happening of any Event which may give rise to a claims (regardless of any Excess) the Insured shall forthwith give written notice to the Company with full particulars Every letter claim with summons and process shall be forwarded to the Company immediately on receipt Written notice shall also be given by the Insured to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any Event 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 to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim The Insured shall give all such assistance as the Company may require
- 4) In connection with claims arising out of one Event the Company may at any time subject to any Excess pay to the Insured the appropriate Limit of Indemnity (after deduction of any sums already paid as damages and claimant's costs and expenses) or any less amount for which such claims can be settled and thereupon the Company shall relinquish the control of such claims and be under no further liability in connection therewith except for costs and expenses for which the Company may be responsible under this Policy in respect of matters prior to date of such payment
- 5) If any part of the Premium is based on estimates furnished by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record The Insured shall within one (1) month from the expiry of each Period of Insurance furnish such information as the Company may require The Premium or Renewal Premium shall thereupon be adjusted and the difference paid or allowed to the Insured
- 6) If at the time any claim arises under this Policy there be any other insurance covering the same liability the Company shall not pay more than its rateable proportion of such claim
- 7) The Company may cancel this Policy by sending seven (7) days' notice to the Insured at the Insured's last known address the Insured shall thereupon become entitled to a proportionate return of premium
- 8) All differences arising out of this Policy shall be determined in Hong Kong in accordance with Hong Kong law
- 9) This Policy shall be subject to a minimum premium of HK\$500

Clause(s) Endorsement(s) & Exclusion(s)

This insurance is also subject to the following Clause(s) Endorsement(s) and Exclusion(s)

Year 2000 Exclusion Clause (10/98/B)

This Policy shall not apply to any liability for damages or costs of any nature whatsoever directly or indirectly caused by consisting of arising from or relating to

- 1) any malfunction failure breakdown or any inability to perform in whole or in part of any
 - a) computer software computer hardware embedded chips integrated circuit or similar device in non-computer equipment or
 - b) system process service or product dependent on any of the aforementioned or
- 2) any preventive or remedial effort or lack thereof to remedy correct change or convert any of (1) [(a) and (b)] above or
- 3) any advice service consultation design evaluation or inspection or
- 4) any duty to disclose and/or failure to disclose the costs expenses material facts or financial effects to remedy correct change or convert any of (1) [(a) and (b)] above

as a result of problems related to calendar date-recognition which for the purposes of this Clause shall mean any failure to

- i) correctly recognise any date as its true calendar date or
- ii) capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of any date not being treated as its true calendar date or
- iii) capture save or retain and/or correctly to manipulate interpret or process any data as a result of the operation of any information or command or instruction which has been programmed into any computer software system or network [as described above under (1)] being information a command or an instruction which causes the loss of data or the inability to capture save or retain and/or correctly manipulate interpret or process such data on or after any calendar date

War And Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes loss damage liability cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (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 Endorsement 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 organization(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 Endorsement 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 (1) and/or (2) above

If the Company alleges that by reason of this exclusion any loss damage liability 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 Endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect

Cyber Risk Exclusion

This Policy does not apply to any liability damages or losses arising from or in connection with

- a) the use or misuse of the internet or similar facilities or
- b) loss of service or loss of use of the internet or similar facilities or
- c) e-commerce and related activities and exposures

For the purpose of this Exclusion such damages or losses shall refer but not limited to the following

- 1) transmission of computer virus
- 2) unauthorized access
- 3) unauthorized use
- 4) infringement of data privacy
- 5) infringement of intellectual property rights (including but not limited to trademark copyright or patent)

Asbestos Exclusion

This Policy does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Subject otherwise to the terms the exceptions and the conditions of this Policy

Personal Information Collection Statement

- (a) From time to time, it is necessary for you to supply Assicurazioni Generali S.p.A., Hong Kong Branch (the “**Company**”) with data about yourself(ves), policyowner(s), life insured(s), beneficiary(ies), claimant(s), and/or other relevant individuals (the “**Personal Data**”) in connection with the provision of insurance and/or related products and services to you, the processing of claims under insurance policies issued and/or arranged by the Company, and/or the processing of any or all other requests, enquiries and complaints from you.
- (b) Provision of the Personal Data to the Company by you is voluntary. However, failure to supply the Personal Data may result in the Company being unable to provide insurance and/or related products and services to you, process claims under insurance policies issued and/or arranged by the Company, and/or process any or all other requests, enquiries, or complaints from you.
- (c) The purposes for which the Personal Data may be used are as follows:
- (i) processing (including, without limitation, underwriting) and/or approving applications for insurance and/or related products and services, and any addition, alteration, variation, cancellation, renewal and/or reinstatement of such products and services;
 - (ii) administering insurance policies issued and/or arranged by the Company;
 - (iii) processing (including, but not limited to, investigating, analyzing, assessing and adjudicating) and/or settlement of claims under insurance policies issued and/or arranged by the Company;
 - (iv) exercising rights of subrogation, if applicable;
 - (v) collection of amounts outstanding (if any) from customers;
 - (vi) arranging coinsurance and/or reinsurance in respect of the insurance policies issued and/or arranged by the Company;
 - (vii) communicating with customers via telephone, mail, e-mail, facsimile and other communication means;
 - (viii) customer services (including, but not limited to, processing enquiries and complaints), marketing (including, but not limited to, direct marketing), and other related activities;
 - (ix) conducting data matching procedures;
 - (x) designing insurance and/or related products and services for customers’ use;
 - (xi) marketing insurance and/or other related products and services of the Company, its affiliated companies (which includes, but are not limited to, its group companies, parent company, trust companies of the Company’s parent company (hereinafter such affiliated companies are collectively referred to as the “**Affiliated Companies**”)) and/or third parties selected by the Company;
 - (xii) statistical or actuarial research of the Company, its Affiliated Companies, relevant insurance industry associations or federations, supervisory authority, government department and/or other competent authority;
 - (xiii) complying with the requirements under any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/or its Affiliated Companies are expected to comply with, including, without limitation, making disclosures of the relevant information; and
 - (xiv) any purposes relating thereto.
- (d) The Personal Data held by the Company shall be kept confidential, but the Company may provide the Personal Data to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (c) above, without prior notification to you and/or any other relevant individuals to whom the Personal Data is related:
- (i) agents, intermediaries, claims investigation companies, coinsurance companies, reinsurance companies, third party service providers, banks and credit-card companies, health and medical organizations, professional advisers, contractors, business partners, and/or any other relevant parties, as appropriate, who provide administrative, telecommunication, computer, payment, marketing, investigation, advisory and/or other services to the Company in connection with the operation of its business;
 - (ii) relevant insurance industry associations or federations, and/or members of such industry associations or federations;
 - (iii) overseas locations or branches, as appropriate, of the Company, its Affiliated Companies and/or third parties selected by the Company;
 - (iv) persons to whom the Company and/or its Affiliated Companies are under an obligation to make disclosure under the requirements of any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/or its Affiliated Companies are expected to comply with;
 - (v) any court, supervisory authority, government department or other competent authority (including, without limitation, tax authority) under any laws binding on the Company and/or its Affiliated Companies;
 - (vi) lawful successors or assigns of the Company; and
 - (vii) persons who owe a duty of confidentiality to the Company and/or its Affiliated Companies.
- (e) The Company may verify any or all of the Personal Data by using information collected and released or transferred by relevant insurance industry associations or federations, and/or members of such industry associations or federations.
- (f) In accordance with the Personal Data (Privacy) Ordinance:
- (i) any individual has the right to:
 - (A) check whether the Company holds data about him/her and, if so, obtain a copy of such data;
 - (B) require the Company to correct any data relating to him/her that is inaccurate; and
 - (C) ascertain the Company’s policies and practices in relation to data and to be informed of the kind of data held by the Company;and
 - (ii) the Company has the right to charge a reasonable fee for the processing of any data access request.
- (g) The person to whom requests for access to data and/or correction of data and/or for information regarding policies and practices and kinds of data held are to be addressed as follows:

Personal Data Protection Officer
Assicurazioni Generali S.p.A., Hong Kong Branch
35/F, Shell Tower, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong.

Note: In case of discrepancies between the English and Chinese versions of this Personal Information Collection Statement, the English version shall prevail.