

Allianz Global Corporate & Specialty SE

Public liability Insurance Policy

Allianz 

NAVIGATOR
Insurance Brokers Ltd.

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Thank you for insuring with Allianz.

Please read this Policy carefully to make sure that You have the cover You need. The Schedule shows the Sections of this Policy You have chosen, the sums insured and any special terms that apply to this Policy.

If You have any queries, please contact Your Insurance Agent / Broker or Our office.

On behalf of
Allianz Global Corporate & Specialty SE



Authorised Signature

Personal Information Collection Statement

All information and data, personal or not, collected or obtained or held by Us can and/or will be held, used, divulged, disclosed or otherwise transferred by Us to any person (which description includes a corporation, a partnership as well as other entities or bodies) as We may in Our discretion see fit for the purpose of:-

- (a) underwriting;
- (b) claim processing and/or investigation;
- (c) marketing;
- (d) statistical research for any purpose whatsoever;
- (e) data matching and/or verification; and/or
- (f) communication with You/ the Insured/ the payor/ claimant/ Your employees (if applicable).

For the aforesaid purpose, the data and information as aforesaid may and can, inter alia, be disclosed, divulged, supplied or otherwise transferred to any related or associated company of Us or any other company carrying on insurance or reinsurance or related or unrelated business or an intermediary or claims investigation or processing company or other service provider providing services relevant to insurance or other unrelated business or professional advisors or any association, federation or similar organization of insurance companies and/or other business participants in the insurance industry ("Federation") that exists or is formed from time to time for the benefit and interest of the insurance industry or any members thereof or for regulating the insurance companies or other business participants or any other individual/organization/ third party as We may consider necessary and desirable in Our own discretion.

We are also entitled, for such purpose, if it is necessary to do so, to obtain access to and/or verify any of Your [including Your employees (if applicable)] data with the information collected by the Federation from the insurance industry.

The information You give Us is on a voluntary basis (subject always

to Your duty of making full and frank disclosure). However, failure to supply information may result in Our being unable to process Your application/claim and We shall not be responsible nor be held liable for any loss and damage that may be caused or occasioned to You in anyway whatsoever howsoever arising as a result of any failure due to such reason. You have the right to obtain access to and to request correction of any personal information concerning Yourself (including You employees where applicable) held by Us but We have the right to charge a reasonable fee for the processing of any data access request. Request for such access shall be made in writing and addressed to Allianz Global Corporate & Specialty SE. In case You may at any time choose, which You are entitled to, not to receive Our promotional materials, You should notify Us in writing.

In the event that any of the clauses as aforesaid shall be or become invalid or in any way unenforceable, the part which is void, invalid or unenforceable shall be severed from the remainder which shall not be prejudices, derogated or otherwise in anyway affected by such invalidity and/or unenforceability.

The Policy

The Allianz Public Liability Insurance Proposal Form and/or Declaration signed by You together with any information supplied by or on behalf of You will be the basis of this Policy. In consideration of the payment of the premium specified in the Schedule, We undertake and agree, subject to the Terms, Exclusions and Conditions specified in the Policy, to cover You to the extent and in the manner stated in the Schedule occurring during the Period of Insurance.

The Allianz Public Liability Insurance Policy is an insurance contract between Allianz Global Corporate & Specialty SE and You. The contract is evidenced by this document with the Schedule attached.

General Definitions

Whenever these words are used this is what they mean unless specified meanings have been attached in any part of this Policy or of the Schedule:

"You" or **"The Insured"** means the Insured stated in the Schedule.

"We" or **"Us"** or **"Our"** or **"The Company"** means Allianz Global Corporate & Specialty SE.

"Hong Kong SAR" means Hong Kong Special Administrative Region.

"Business" means the business or profession as stated in the Schedule conducted solely from the Premises.

Schedule Attached Here

Whereas the Insured by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the First Premium as consideration for such insurance the Company will provide insurance in the terms of this Policy.

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay in respect of

- a. accidental bodily injury to any person
- b. accidental loss of or accidental damage to property

happening during the Period of Insurance and caused in the course of the Business within the Territorial Limits.

The Company will in addition pay all costs and expenses incurred with our written consent.

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 legal personal representatives in the terms of and subject to the limitations of this Policy provided that such representatives shall as though they were the Insured observe fulfil and be subject to the terms, conditions and exceptions of this Policy insofar as they can apply.

Exceptions

The Company shall not be liable in respect of

1. 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, riot, strike or civil commotion.
2. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from 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.
3. any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
4. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
5. 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.
6. 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 for the purposes of 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. any property, land or buildings caused by vibration or removal or weakening of support of such land, property or buildings
 - d. loss or damage to property caused by explosion due to force of internal steam pressure of any boiler vessel or apparatus designed to operate under steam pressure only
 - e. ships, craft or aircraft
7. injury, loss or damage caused by
 - a. the possession, use or movement of ships, craft, aircraft or railway rolling stock
 - b. the possession or use of mechanically propelled road vehicles but provided the Insured is not entitled to indemnity under any other Policy, this Exception shall not apply to injury, loss or damage as herein defined arising from
 - i. the act of loading or unloading a mechanically propelled road vehicle or the bringing to or the taking away of a load from such vehicle
 - ii. the defective loading by the Insured or any person in the service of the Insured of any mechanically propelled road vehicle not belonging to nor hired by the Insured
 - c. lifts, cranes, escalators or power hoisting machines unless specified in the Schedule under the heading "Plant"
 - d. defective sanitary arrangements, water pollution, chemical effluent, fumes or other noxious gas, liquid or substance
 - e. goods (which term shall be deemed to include containers) sold, supplied, installed, erected, repaired, altered, treated or tested by the Insured and not in the Insured's custody or control at the time such injury, loss or damage occurs
 - f. sub-contractors to the Insured or persons engaged in or upon the service of such sub-contractors
8. claims arising out of or in connection with
 - a. the exercise by the Insured, his partners, assistants or Employees of their professional skill whether by way of advice, treatment or otherwise
 - b. the dispensing of any medicine

Pollution Exclusion

This Policy does not cover any liability for

- (a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants,
- (b) the cost of removing, nullifying or cleaning up pollutants,
- (c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.

Notwithstanding the foregoing, this Policy of insurance shall cover liability otherwise excluded under paragraphs (a) and (b) above which

- (i) arises from a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- (ii) is indemnified in not more than one annual period of original insurance.

For the purposes of this Exclusion, "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

Terrorism Exclusion Clause for Contamination and Explosives

It is agreed that, regardless of any contributory causes, this Policy does not cover any 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 along 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 expenses is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this policy excludes loss, damage, 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 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 endorsement also excludes loss, damage, 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 endorsement, 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 endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

IT Clarification Clause

Property 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:

1. 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.
2. 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.

Total Asbestos Exclusion

It is hereby understood and agreed that this Policy shall not apply to and does not cover 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 or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

Contagious or Infectious Disease Exclusion

The indemnity expressed in this policy shall not apply to or include liability in respect of death or bodily injury including illness or any person directly or indirectly caused by contagious or infectious disease of any kind.

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, provisions, conditions and endorsements of this Policy insofar 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 be given or made under this Policy shall be delivered in writing to the Company.
4. The Company shall not be liable if after the Insurance has been effected the risk be increased from any cause whatsoever unless the Company has signified its assent thereto in writing.
5. The Insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent accidents and shall comply with all statutory or other regulations and shall take all reasonable steps to maintain all premises furnishings, fittings appliances 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.
6. If the premium has been calculated on Estimates supplied by the Insured an accurate record shall be kept by the Insured of all matters for which Estimates have been furnished and the Insured shall at all times allow the Company to inspect such record within one month of the expiry of each Period of Insurance the Insured shall supply the Company with a correct account of the particulars necessary for assessing the premium and if the actual particulars shall differ from the Estimates upon which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
7. The Insured shall give notice to the Company of any injury, loss or damage as soon as possible after it comes to the knowledge of the Insured or of the Insured's representative. The Insured shall forward to the Company every written notice or information as to any verbal notice of claim and shall also give notice to the Company immediately after he receives knowledge of any proceedings. The Insured shall use the best endeavours to preserve any damaged or defective or other appliances, plan or things which might prove necessary or useful by way of evidence in connection with any claim and so far as may be reasonably practicable no alteration or repair shall be made without the consent of the Company to any premises, fencing machinery, furnishings, fittings, appliances or plant which may have been the cause or injury, loss or damage until the Company shall have had an opportunity of inspection. The Insured shall give all necessary information and assistance and forward all documents to enable the Company to investigate, settle or resist any claim as the Company may think fit.
8. The Insured shall not incur any expense whether by litigation or otherwise or make any payment settlement arrangement or admission of liability in respect of any claim for which the Company may be liable under this Policy without the written authority of the Company. The Company shall be entitled to use the name of the Insured for all purposes in connection with this Policy including bringing, defending, enforcing or settling of legal proceedings for the benefit of the Company in connection with any one claim or number of claims arising out of any one cause for indemnity against liability as defined in this Policy. The Company may at any time pay to the Insured the Limit of Liability after deduction of any sum or sums already paid as compensation or any less amount for which such claim or claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in respect of such claim and claims except the payment of costs and expenses of litigation recoverable or incurred in respect of matters prior to the date of such payment and the Company shall not be responsible for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in connection with such claim or proceedings.
9. If at the time any claim arises under this Policy there is any other existing insurance covering the same liability the Company shall not be liable to pay or contribute more than their ratable proportion of such claim.

10. The Company may by notice in writing to the Insured under registered letter to his last known address give seven days notice of their intention to terminate this Policy returning on demand the pro rata proportion of the premium corresponding to the unexpired Period of Insurance adjusted if appropriate in accordance with Condition 6 hereof.
11. 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 such differences shall be referred to and determined by arbitration at the Hong Kong International Arbitration Centre in accordance with its Rules for Domestic Arbitration. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve 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.
12. The indemnity provided herein shall not apply to
 - a. compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong SAR.
 - b. costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Hong Kong SAR.

www.agcs.allianz.com

Allianz Global Corporate & Specialty SE
(incorporated in the Federal Republic of Germany with limited liabilities)
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