



PUBLIC LIABILITY INSURANCE POLICY

Whereas the Insured carrying on the business in the Schedule described hereto by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the CHINA PING AN INSURANCE (HONG KONG) COMPANY, LIMITED (hereinafter called the Company) for the insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that in consideration of the payment of the Premium and subject to the terms, exceptions and conditions contained herein or endorsed hereon the Company undertakes to indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation for

accidental death of or bodily injury to any person not being a member of the Insured's family nor a person who at the time of the accident is engaged in and upon the service of the Insured

accidental damage to property not belonging to nor held in trust by nor in the custody or control of the Insured or a member of the Insured's family or a person acting on behalf of the Insured

occurring during the Period of Insurance and,

- (i) caused by the Insured or any director or employee thereof within the territorial limits stated in the Schedule hereto arising out of and during the course of the Business, or
- (ii) caused by any defect or alleged defect in the Insured's premises, as stated in the Schedule hereto, or in the ways, works, machinery or plant therein.

PROVIDED THAT:

1. The amount payable by the Company hereunder for all compensation in respect of any one occurrence or series of occurrences arising directly or indirectly out of one event or original cause including costs and expenses recovered by any claimant from the Insured or incurred by the Insured with the written consent of the Company shall not exceed in the aggregate the sums stated in the Schedule as the Limits of Indemnity.
2. 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 personal representatives in the terms of and subject to the limitations of this policy, provided that such personal representatives shall as though they were the Insured observe fulfil and be subject to the terms exceptions and conditions of this policy so far as they can apply.

JURISDICTION CLAUSE

The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of judgements made outside Hong Kong whether by way of reciprocal agreements or otherwise.

EXCEPTIONS

The Company will not be liable under this policy in respect of

1. Injury or damage occurring outside the territories stated in the schedule, unless in respect of injury or damage arising elsewhere the claim or other proceedings against the Insured is lodged and prosecuted within Hong Kong or at Courts of Law therein.
2. Injury or damage caused by or through or in connection with bursting of boilers, fire, explosion, animals, horse-drawn or mechanically propelled vehicles, aircraft, ships, boats or craft of any kind or foul berthing or passenger lifts or cranes or hoists or other lifting machinery not specified in the Schedule.
3. Injury or damage resulting from, attributable to or caused by:
 - (a) sub-contractors to the Insured or persons in the service or employment of or acting on behalf of such sub-contractors,
 - (b) vibration,
 - (c) the removal or weakening of or interference with supports to land, buildings or any other property.
4. Claims arising out of the nature or condition of goods sold, supplied, serviced, processed, overhauled, repaired or tested by the Insured or of the containers therefor or the action of any commodity used or applied or administered by the Insured or by any employee or agent of the Insured.
5. Injury to any person employed under a Contract of service or apprenticeship with the Insured if such injury arises out of and in the course of the employment.
6. Injury or damage arising in the course of or as the result of remedial or other advice or treatment given or administered by the Insured or by any person acting on behalf of the Insured.
7. Damage to property owned by or in the custody or control of the Insured.
8. Damage to property of any description due to the manufacture, construction, alteration, repair or treatment of such property by the Insured or by any person acting on behalf of the Insured.
9. Liability assumed by the Insured by agreement unless such liability would have attached in the absence of such agreement.
10. Illness caused through defective sanitary or drainage arrangements.

11. Injury or damage directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. The term combustion shall include for the purpose of this exclusion, any self-sustaining process of nuclear fission.
12. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strike, riot and civil commotion.
13. Fine, penalty, exemplary damages or damages of a punitive nature.
14. Seepage, contamination and pollution of any kind.

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 or of the Schedule shall bear such specific meaning wherever it may appear.
2. This policy shall be voidable in the event of mis-description or non-disclosure by the Insured of any material particulars. If there shall occur any change involving a material fact set out in this policy and forming the basis of this Insurance, the Insured shall, as soon as possible, give notice in writing to the Company and the Premium shall, if necessary be adjusted by agreement.
3. The due observance and fulfillment 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 the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.
4. The Insured shall give notice in writing to the Company as soon as possible after 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 or inquest in connection with any accident 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 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 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. The Insured shall give all such information and assistance as the Company may require.
5. If any part of the premium or renewal premium is calculated on 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.
6. The Insured shall if required by the Company produce or give access to any property alleged to be damaged and the Insured shall be bound to satisfy the Company by such reasonable evidence as the Company may require that the loss or damage in respect of which a claim is made has actually arisen from a risk insured against.
7. 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 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 circumstances may require.
8. If at the time any claim arises under this policy there be any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.
9. 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 recoverable from the Insured or incurred with the written consent of the Company in respect of matters prior to the date of such payment.
10. The insurance by this policy may be cancelled by the Company at any time by seven days' notice by registered letter to the Insured's last known address and in such event the Company will return in respect of the unexpired period a pro rata portion of the premium.
11. All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. 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.