

Commercial Liability Insurance

General Liability

Table Of Contents

Section	Page
<i>Coverages</i>	<i>2</i>
<i>Investigation, Defence And Settlements</i>	<i>3</i>
<i>Supplementary Payments</i>	<i>3</i>
<i>Coverage Territory</i>	<i>3</i>
<i>Who Is An Insured</i>	<i>4</i>
<i>Limits Of Insurance</i>	<i>6</i>
<i>Exclusions</i>	<i>7</i>
<i>Conditions</i>	<i>13</i>
<i>Definitions</i>	<i>18</i>

General Liability

Insurance Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this insurance contract: Coverages; Investigation, Defence And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, and any Endorsements and Schedules made a part of this insurance.

Throughout this insurance contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organisations qualifying as a named **insured** under this insurance contract. The words "we," "us" and "our" refer to the company providing this insurance.

In addition to the named **insured**, other persons or organisations may qualify as **insureds**. Those persons or organisations and the conditions under which they qualify are identified in the Who Is An Insured section of this insurance contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this insurance contract.

Coverages

Bodily Injury And Property Damage Liability Coverage

A. Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability imposed by law for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

B. This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organisation for care, loss of services or death resulting at any time from the **bodily injury**.

We may at any time, at our discretion, pay the applicable Limit Of Insurance that remains available.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided under the Investigation, Defence And Settlements and Supplementary Payments sections of this insurance contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

General Liability

Investigation, Defence And Settlements

- A. Subject to all of the terms and conditions of this insurance, we, at our discretion, will have the right, but no obligation, to defend the **insured**. We may, at our discretion, require you to defend the **insured**. If we require you to defend the **insured**, then you must select and retain the lawyer to represent the **insured**:

- from a list of lawyers supplied to you by us; or
- with our prior written consent.

We are entitled to exercise all of the **insured**'s rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

- B. If a **suit** is brought, we will pay reasonable legal fees and necessary litigation expenses, that are **claim adjustment expenses**, to defend the **insured**.
- C. We may, at our discretion, investigate any circumstance and make any settlement, regardless of whether any claim has been made or **suit** has been brought.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim or **suit** to which this insurance applies:

- A. **claim adjustment expenses**.
- B. reasonable expenses (other than **claim adjustment expenses**) incurred by the **insured** at our request to assist us in the investigation or defence of such claim or **suit**, including actual loss of earnings up to **Hong Kong** Dollars 500 a day because of time off from work.
- C. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this insurance contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Coverage Territory

Coverage Territory

Subject to all of the terms and conditions of this insurance, this insurance:

- applies only to injury or damage that takes place in **Hong Kong**.
- does not apply to any damages, loss, cost or expense in connection with any **suit** brought outside **Hong Kong**.

General Liability

Who Is An Insured

Sole Proprietorships

If you are an individual, then you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organisations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Partnerships, Joint Ventures Or Unincorporated Organisations

If you are a partnership, joint venture or an unincorporated organisation, then you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Other Organisations

If you are an organisation other than a partnership, joint venture or unincorporated organisation, then you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your employees are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no employee is an **insured** for:

A. any injury:

1. to you, to any of your directors, members, **officers** or partners (whether or not an employee) or to any co-employee while such injured person is either:
 - in the course of his or her employment; or
 - while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

B. **property damage** to any property owned, occupied or used by you or by any of your directors, members, **officers** or partners (whether or not an employee) or by any of your employees.

General Liability

Who Is An Insured (continued)

Subsidiary Or Newly Acquired Or Formed Organisations

If there is no other insurance available, the following organisations will qualify as named **insureds**:

- A. a **Hong Kong** incorporated or registered subsidiary organisation of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation; or
- B. a **Hong Kong** incorporated or registered subsidiary organisation of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organisation. However, unless we agree to extend coverage for an additional period (in accordance with the provisions of paragraph C. under Limitations On Who Is An Insured), coverage under this provision is afforded only for injury or damage that did not occur later than:
 - 30 days after such acquisition or formation is executed; or
 - the end of the policy period;whichever comes first.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organisations provision above, no person or organisation is an **insured** with respect to the conduct of any person or organisation that is not shown as a named **insured** in the Declarations.
- B. No person or organisation is an **insured** with respect to the:
 - 1. ownership, maintenance or use of any assets; or
 - 2. conduct of any person or organisation whose assets, business or organisation;
you acquire, either directly or indirectly, for any injury or damage that occurred, in whole or in part, before such acquisition is executed.
- C. No person or organisation is an **insured** with respect to the:
 - 1. ownership, maintenance or use of any assets you acquire;
 - 2. conduct of any person or organisation whose assets, business or organisation you acquire; or
 - 3. conduct of any organisation you form;during the policy period, either directly or indirectly, for any injury or damage that occurs later than:
 - 30 days after such acquisition or formation is executed; or
 - the end of the policy period;whichever comes first, unless:
 - you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
 - we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by us; and
 - you accept such terms and conditions and pay such premiums promptly when due.

General Liability

Who Is An Insured (continued)

Limitations On Who Is An Insured (continued)

- D. No person or organisation is an **insured** with respect to the conduct of any organisation:
1. that is incorporated or registered outside **Hong Kong**; or
 2. if, at the time of loss, the securities of such organisation are, in whole or in part, listed or quoted on any investment or stock exchange outside **Hong Kong**.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought; or
- persons or organisations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** arising out of any one **occurrence**.

Any such sums we pay will reduce the amount of the applicable aggregate limit available for any other payment.

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Payments That Reduce The Limits Of Insurance

Any damages we pay will reduce the Limits Of Insurance.

Payments we make under the Investigation, Defence And Settlements and Supplementary Payments sections of this insurance contract will not reduce the Limits Of Insurance.

General Liability

Exclusions

The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this insurance contract.

Aircraft, Motor Vehicles Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **motor vehicle**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- a watercraft while ashore on premises owned by or rented to you; or
- the parking of a **motor vehicle** on premises owned by or rented to you, provided the **motor vehicle** is not owned by or loaned or rented to you or the **insured**.

Aircraft Products

This insurance does not apply to any damages, loss, cost or expense arising out of any aircraft product or any missile or spacecraft, including any:

- article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any aircraft, missile or spacecraft, or furnished or used in connection therewith;
- air or space communication, guidance or navigation system;
- ground control, handling or support equipment or tools furnished or used in connection therewith;
- equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;
- blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the foregoing; or
- engineering or other advice, instruction, labor or service relating to any of the foregoing.

Asbestos

- A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any:
1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.
-

General Liability

Exclusions

(Continued)

Biological Agents

- A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **biological agents**.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any:
1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **biological agents**; or
 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **biological agents**.

Contracts

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages that such **insured** would have in the absence of such contract or agreement.

Damage To Alienated Premises

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

Damage To Owned Property

This insurance does not apply to **property damage** to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

Damage To Your Product

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

General Liability

Exclusions

(Continued)

Employer's Liability

- A. This insurance does not apply to **bodily injury** to an employee of the **insured** arising out of and in the course of:
1. employment by the **insured**; or
 2. performing duties related to the conduct of the **insured**'s business.
- B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such employee as a consequence of any injury described in paragraph A. above.

Paragraphs A. and B. above apply:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

Employment-Related Practices

- A. This insurance does not apply to any damages, loss, cost or expense sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
1. arrest, detention or imprisonment;
 2. breach of any express or implied covenant;
 3. coercion, criticism, humiliation, prosecution or retaliation;
 4. defamation or disparagement;
 5. demotion, discipline, evaluation or reassignment;
 6. discrimination, harassment or segregation;
 7. a. eviction; or
b. invasion or other violation of any right of occupancy;
 8. failure or refusal to advance, compensate, employ or promote;
 9. invasion or other violation of any right of privacy or publicity;
 10. termination of employment; or
 11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any damages, loss, cost or expense sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

Paragraphs A. and B. apply:

- whether the **insured** may be liable as an employer or in any other capacity; and
 - to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.
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General Liability

Exclusions

(Continued)

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
 - 1. person or organisation; or
 - 2. property you own, rent or occupy.

Expected Or Intended Bodily Injury Or Property Damage

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- that would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged **bodily injury** or **property damage** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organisation (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

Mobile Equipment Transportation

This insurance does not apply to **bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by a **motor vehicle** owned or operated by or loaned or rented to any **insured**.

Multiplied Or Punitive Damages, Or Penalties

This insurance does not apply to any:

- exemplary or punitive damages;
- fine or other penalty; or
- multiple portion of any multiplied damages award.

Nuclear Energy

This insurance does not apply to any damages, loss, cost or expense arising out of any:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

General Liability

Exclusions

(Continued)

Pollution

- A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any:
1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraphs A. and B. above apply regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Professional Liability

This insurance does not apply to any damages, loss, cost or expense arising out of the rendering of or failing to render professional service or advice, whether or not that service or advice is ordinary to the **insured's** profession, regardless of whether a claim or **suit** is brought by a client or any other person or organisation.

Progressions Of Known Bodily Injury Or Property Damage

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any injury or damage **deemed known**, before the beginning of the policy period, to have occurred.

Recall Of Products

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product** or any property of which such product forms a part, if such product or property is withdrawn or recalled from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Terrorism

This insurance does not apply to any damages, loss, cost or expense arising out of any act of terrorism.

For the purpose of this insurance, 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 insurance also excludes any damages, loss, cost or expense arising out of any action in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we allege that, by reason of this exclusion, any damages, loss, cost or expense is not covered by this insurance, then the burden of proving the contrary shall be upon you.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall continue to apply.

General Liability

Exclusions

(Continued)

Tobacco

This insurance does not apply to:

- any damages, loss, cost or expense arising out of the actual or alleged emergence, contraction, aggravation or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart disease or any other injury, sickness, disease or condition of the human body as a result of the consumption or use of or exposure to the consumption or use of any **tobacco product**.
- the investigation or defense of any claim made, **suit** brought or proceeding instituted against any **insured**; any cost, fine or penalty; or any other expenses for loss related to any of the above.

Unapproved Goods Or Products

This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened hazardous properties of goods or products:

- A. declared unsafe by any governmental or regulatory authority on the basis of such hazardous properties, regardless of whether such goods or products were declared unsafe before or after:
 - 1. the goods or products were disposed of, distributed, handled, manufactured or sold; or
 - 2. such damages were incurred; or
- B. disposed of, distributed, handled, manufactured or sold without approval by the applicable governmental or regulatory authority.

Subparagraph A. above does not apply to **your product**, to which this insurance applies, if such product was disposed of, distributed, handled, manufactured and sold before it was declared unsafe, provided it was not declared unsafe before the beginning of the policy period.

War

This insurance does not apply to any damages, loss, cost or expense arising, directly or indirectly, out of:

- war, including undeclared or civil war;
- warlike action by a military force, including any action in hindering or defending against any actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- insurrection, rebellion, revolution or usurped power, including any action by any governmental authority in hindering or defending against any of these;

regardless of whether this insurance would otherwise apply to all or part of any such damages, loss, cost or expense in the absence of any of the foregoing.

Workers' Compensation Or Similar Laws

This insurance does not apply to any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

General Liability

Conditions

Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this insurance and up to 3 years afterwards.

Cancellation

The first named **insured** may cancel this insurance or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this insurance or any of its individual coverages at any time by sending to the first named **insured** a notice 60 days (10 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named **insured's** last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

Changes

This insurance can only be changed by a written endorsement that becomes part of this insurance. The endorsement must be signed by one of our authorised representatives.

Compliance By Insureds

We have no duty to provide coverage under this insurance unless you and any other involved **insured** have fully complied with all of the terms and conditions of this insurance.

Compliance With Applicable Trade Sanction Laws

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Conformance

In the event any term or condition of this insurance is found to be invalid, illegal or unenforceable, in whole or in part, such term or condition or part thereof shall be deemed not to apply to this insurance. However, the validity, legality and enforceability of all other terms and conditions remains unchanged.

Currency

All premiums, limits, deductibles, retentions, loss and other amounts under this insurance contract are deemed to be expressed and payable in **Hong Kong** Dollars currency. If judgment is rendered, settlement is denominated or another element of loss is expressed in currency other than **Hong Kong** Dollars, then the payment under this insurance shall be made in **Hong Kong** Dollars at the standard rate of exchange published by the State Administration of Foreign Exchange of Hong Kong on the date that the final judgment is rendered, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

General Liability

Conditions

(Continued)

Duties In The Event Of Claim, Suit Or Other Loss Circumstance

- A. As a condition precedent to our obligations under this insurance, there must be strict conformance with all of the requirements specified below, regardless of whether or not we are prejudiced by failure of those requirements to be met.
- B. You must see to it that we and any other insurers are notified as soon as practicable of any circumstance that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the circumstance happened;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury or damage arising out of the circumstance.

Notice of a circumstance is not notice of a claim.

- C. If a claim is made or **suit** is brought against any **insured**, you must:
1. immediately record the specifics of the claim or **suit** and the date received;
 2. notify us and other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- D. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 2. authorise us to obtain records and other information;
 3. cooperate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defence against the **suit**;
 4. allow us all reasonable access to your premises, records and other information; and
 5. assist us, upon our request, in the enforcement of any right against any person or organisation that may be liable to the **insured** because of loss to which this insurance may also apply.
- E. No **insured** may make any admission in respect of, nor offer to settle, any claim or **suit** without our prior written consent.
- F. No **insured** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense without our prior written consent.
- G. Notice to us under this insurance shall be given in writing addressed to:

Notice of Claim

Claim Department Manager

At the address of the Company shown in the Declarations

All other Notices

Underwriting Manager

At the address of the Company shown in the Declarations

General Liability

Conditions

(Continued)

First Named Insured

The person or organisation first named in the Declarations is primarily responsible for payment of all premiums. The first named **insured** will act on behalf of all other **insureds** for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this insurance.

Inspections And Surveys

We have the right but are not obligated to:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organisation to provide for the health or safety of workers or the public. We also do not warrant that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organisations which make insurance inspections, surveys, reports or recommendations that are used by us to determine insurability and the premiums to be charged.

Legal Action Against Us

No person or organisation has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organisation may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for any damages, loss, cost or expense not payable under the terms and conditions of this insurance or in excess of the applicable Limits Of Insurance.

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of **Hong Kong**. If any person or organisation sues us on this insurance or as a result of a dispute arising out of, in connection with or relating to this insurance, then such legal proceeding against us must be brought in and determined exclusively in the courts of **Hong Kong**.

General Liability

Conditions

(continued)

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- provided to you by any person or organisation working under contract or agreement for you.
- under which you are included as an insured.

We will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each contributes equal amounts until it has paid its applicable limits or none of the loss remains, whichever comes first.

If any of the other insurance or any bond does not permit contribution by equal shares, we will contribute by limits. Under this method, each party's share is based on the ratio of its applicable limits to the total applicable limits of all.

Non Accumulation Of Limits Of Insurance

If this insurance contract is one of several insurance contracts issued by us or other member companies of the Chubb Group of Insurance Companies to you, and/or your subsidiary organisations, any claim or **suit** which could be covered under two or more insurance contracts will be subject to the limits of insurance under the insurance contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one insurance contract.

Premium

Premiums shown in the Premium Summary as a deposit premium shall be credited to the amount of the earned premium due at the end of the policy period. At the end of the policy period, or any part of the policy period which ends with the termination of the policy, the earned premium shall be calculated for such period and, upon notice to the named **insured**, shall become due and payable. If the total earned premium is less than the premium previously paid we will return to you the difference, provided that the adjusted premium is not less than the minimum premium indicated in the Premium Summary.

You shall keep records of such information as is necessary for premium calculation and shall send copies of such records to us at the end of the policy period or during the policy period as we may request.

General Liability

Conditions

(Continued)

Representations

By accepting this insurance, you agree that:

- A. the representations and statements contained in any **application** including, for the avoidance of doubt, any other information submitted to us by you or by any person or organisation on behalf of any **insured** or any other party to this insurance contract in applying for this insurance:
1. are accurate and complete;
 2. were made to induce our reliance upon them;
 3. were made on behalf of all **insureds**;
 4. are material to our decision to provide coverage; and
 5. shall form the basis of this insurance contract and are considered as incorporated in and constituting part of this insurance.
- B. we have issued this insurance in reliance upon such representations and statements. In the event any **application** or any part thereof contains misrepresentations or fails to state facts which affect:
1. our acceptance of the risk;
 2. the risk assumed by us;
 3. the terms or conditions of the insurance we offered; or
 4. the premium we charged;
- we will not pay any damages, loss, cost or expense in connection therewith.
- C. this insurance shall be void:
1. if you have misrepresented or failed to disclose any material fact or circumstance whether fraudulently or otherwise; or
 2. in case of any fraud, attempted fraud or false swearing on your part concerning this insurance or its subject matter;
- whether before or after loss.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent.

Transfer Of Rights Of Recovery Against Others

The **insured's** rights to recover all or part of any payment made under this insurance are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring suit or transfer those rights to us and help us enforce them.

General Liability

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Application

Application means any application for coverage and other information submitted to us by you or by any person or organisation on behalf of any **insured** or any other party to this insurance contract in applying for this insurance which shall form the basis of this insurance contract and are considered as incorporated in and constituting part of this insurance.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Biological Agents

Biological agents means any:

- A.
 - 1. bacteria;
 - 2. mildew, mold or other fungi;
 - 3. other microorganisms; or
 - 4. mycotoxins, spores or other by-products of any of the foregoing;
- B. viruses or other pathogens (whether or not a microorganism); or
- C. colony or group of any of the foregoing.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

General Liability

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Claim Adjustment Expenses

Claim adjustment expenses:

A. means:

1. reasonable legal and paralegal fees and salaries (including those of lawyers and paralegals who are our employees).
2. reasonable expenses relating to a **suit** to which this insurance applies, including the cost of expert witnesses, transcripts, court reporters, research reports and depositions.
3. the cost of:
 - a. bail bonds; or
 - b. bonds required to:
 - i. appeal judgements; or
 - ii. release attachments;

but only for:

- bonds in connection with a **suit** to which this insurance applies; and
- bond amounts within the available Limits Of Insurance.

We do not have to furnish these bonds.

4. costs taxed against the **insured** in a **suit** to which this insurance applies.
5. the reasonable cost and expense of any investigation that we undertake at our discretion after receiving notice from you or any other person or organisation, regardless of whether such notice constitutes a claim or **suit**.
6. other reasonable expenses that we allocate to a specific claim or **suit**.

B. does not include:

1.
 - a. any legal fees or litigation expenses; or
 - b. any other loss, cost or expense;in connection with any injunction or other equitable relief.
2. any fine or other penalty.
3. the salaries or expenses of our employees (other than those described in subparagraph A.1. above) or any salaries or expenses of any **insured's** employees or directors, members, **officers**, partners or workers (whether or not an employee).

General Liability

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Deemed Known

Deemed known means known by, or that should have been known from the standpoint of a reasonable person in the circumstances of:

- you; or
- any of your directors, members, **officers** or partners (whether or not an employee). **Officer** will be deemed to include an **officer's** designee.

Such injury, damage, claim, **suit** or circumstance, as applicable, will be **deemed known** at the earliest time when any such person described above:

- A. reports all, or any part, of the injury, damage, claim, **suit** or circumstance to us or any other insurer;
- B. receives a claim for damages in connection with the injury, damage or circumstance; or
- C. becomes aware:
 1. that the injury or damage has occurred or has begun to occur; or
 2. of any actual, alleged or threatened injury, damage, claim or **suit** in connection with the circumstance.

Hong Kong

Hong Kong means the Hong Kong Administrative Region.

Insured

Insured means a person or an organisation qualifying as an **insured** in the Who Is An Insured section of this insurance contract.

Intellectual Property Law Or Right

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Loading Or Unloading

Loading or unloading:

- A. means the handling of property:
 1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **motor vehicle** or watercraft;
 2. while it is in or on an aircraft, **motor vehicle** or watercraft; or
 3. while it is being moved from an aircraft, **motor vehicle** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **motor vehicle** or watercraft.

General Liability

Definitions

(continued)

Mobile Equipment

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on premises owned by or rented to you;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **motor vehicles**:

- A. equipment designed primarily for:
 - 1. snow removal;
 - 2. road maintenance, but not construction or resurfacing; or
 - 3. street cleaning;
- B. cherry pickers and similar devices mounted on **motor vehicle** chassis and used to raise or lower workers;
- C. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; and

Mobile equipment also does not include any land vehicle that is subject to a compulsory or financial responsibility law or other **motor vehicle** insurance law.

General Liability

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Motor Vehicle

Motor vehicle:

A. means:

1. a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
2. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law.

B. does not include **mobile equipment**.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

Officer means a person holding any of the officer positions created by an organisation's charter, constitution, articles of association, by-laws or any other similar governing document or any similar positions within an organisation.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

Products-Completed Operations Hazard

Products-completed operations hazard:

A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product**, except:

1. products that are still in your physical possession; or
2. work or operations that have not yet been completed or abandoned.

Work or operations will be deemed completed when:

- all of the work or operations called for in your contract or agreement have been completed.
- all of the work or operations to be performed at the site have been completed, if your contract or agreement calls for work at more than one site.
- that part of the work or operations completed at a site has been put to its intended use by any person or organisation other than another contractor or subcontractor working on the same project.

Work or operations that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

B. does not include **bodily injury** or **property damage** arising out of:

1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**; or
2. the existence of tools, uninstalled equipment or abandoned or unused materials.

General Liability

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Property Damage

Property damage means physical injury to tangible property, including resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

Tangible property does not include not include any software, data or other information that is in electronic form.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Tobacco Product

Tobacco product means:

- raw or cured tobacco;
 - cigars;
 - cigar wrappers;
 - cigar filters;
 - pipe tobacco;
 - snuff or chewing tobacco;
 - smokeless tobacco products;
 - cigarettes;
 - cigarette paper;
 - cigarette filters;
 - tobacco smoke or other gaseous or solid residues or by-products of tobacco use or consumption; or
 - any chemical, mineral or other product sprayed on, applied to or customarily found within or used in conjunction with any **tobacco product**.
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General Liability

Definitions

(continued)

Your Product

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS INSURANCE CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Your product:

A. means any:

1. goods or products (other than real property) manufactured, sold, handled, distributed or disposed of by:
 - you;
 - others trading under your name; or
 - a person or organisation whose assets or business you have acquired;
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products;
3. work or operations performed by:
 - a. you or on your behalf; or
 - b. a person or organisation whose assets or business you have acquired; and
4. materials, parts or equipment furnished in connection with the work or operations described in subparagraph A. 3. above.

B. includes:

1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
2. the providing of or failure to provide instructions or warnings.

C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

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