

Public Liability Policy



Tugu Insurance Company Limited
德高保險有限公司

28/F, China Online Centre, 333 Lockhart Road, Wanchai, Hong Kong
香港灣仔駱克道 333 號中國網絡中心二十八樓

Tel 電話: (852)2824-2939
Fax 傳真: (852)2824-3070
Website 網址: www.tuguhk.com

(Incorporated in Hong Kong)

Public Liability Policy

WHEREAS the Insured carrying on the Trade or Business described in the Schedule and no other for the purposes of this Insurance by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Tugu Insurance Company Limited hereinafter called "the Company" for the insurance hereinafter expressed, 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 will indemnify the Insured against all sums which the Insured shall become legally liable to pay as compensation consequent upon:

- (a) accidental bodily injury to any person
- (b) accidental damage to property happening in connection with the Trade or Business and occurring during the Period of Insurance at any place specified in the Schedule. PROVIDED that the liability of the Company under this Policy for all compensation payable as a result of:

1. any one occurrence or
2. any number of occurrences arising directly or indirectly from one source or original cause shall not exceed the Limit of Indemnity as specified in the Schedule.

In respect of any occurrence to which this Policy applies the Company will in addition pay:

1. legal costs recoverable by any claimant from the Insured and
2. costs and expenses incurred with the written consent of the Company.

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 the Policy provided that such personal representatives shall as though they were the Insured fulfil and be subject to the terms exceptions and conditions of the Policy so far as they can apply.

EXCEPTIONS

The Company shall not be liable in respect of:-

1. Any agreement by which the Insured has contracted to pay any sum by way of indemnity or otherwise unless such liability would have attached to the Insured in the absence of such agreement.
2. Injury loss or damage:-
 - (a) sustained by any person employed under a contract of service or apprenticeship with the Insured if such injury loss arises out of and in the course of such employment
 - (b) occurring outside the Geographical Limits as specified in the Schedule.

3. Loss of or damage to:-
 - (a) property owned by the Insured
 - (b) property which is leased rented hired or lent to the Insured or which is in any other way the subject of a bailment to the Insured
 - (c) any property on which the Insured is or has been working
 - (d) any watercraft or aircraft.
4. Injury loss or damage caused by or arising from or attributable to:-
 - (a) any work carried out by the Insured elsewhere than at the Insured's premises prior to the issue of the Policy
 - (b) the nature or condition of any goods or the containers thereof sold supplied used or administered by the Insured
 - (c) (i) the ownership possession or use by or on behalf of the Insured of any animal or animal drawn or mechanically propelled vehicles, cycles or any trailer or any aircraft or watercraft
 - (ii) the loading or unloading of any such vehicle trailer aircraft or watercraft
 - (d) any lift hoist or crane owned by or hired or lent to the Insured
 - (e) fire, explosion, bursting of boilers or pressure vessels, flood, fumes, atmospheric or water pollution
 - (f) vibration or by the removal or weakening of or interference with support to land buildings or any other property
 - (g) sub-contractors to the Insured or by servants or agents of such sub-contractors
 - (h) advice given or treatment rendered by or through the insured or the Insured's employees.
5. (a) Injury loss or damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
(b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
6. Fines, penalties whether civil criminal or contractual, punitive or exemplary damages.
7. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war
 - (b) mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state

Public Liability Policy

- of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege
- (c) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any or de jure or de facto Government or to the influencing of it by terrorism or violence
- (d) confiscation, commandeering, requisition or destruction of or damage to any property by order of the Government de jure or de facto or any public municipal or local authority of the country or area in which the property is situated
- (e) nuclear weapons material
- (f) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or from ionizing radiation or contamination by radio-activity 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.
8. Any claim against the Insured under any Workmen's Compensation Act or Ordinance.
9. (a) Compensation for damages in respect of judgments not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong.
- (b) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Hong Kong.
10. (a) Any accident loss damage expense or liability whensoever occurring directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with any Computer System (as hereinafter defined) not being Year 2000 Compliant (as hereinafter defined), whether such Computer System belongs to the Insured or not.
- (b) Any cost or expenses howsoever or whensoever incurred for the correction conversion renovation rewriting or replacement of any Computer System, whether belonging to the Insured or not, so as to render such Computer System Year 2000 Compliant.
- (c) For the purpose of this Exception:-
- (i) a "Computer System" means any equipment installation system device and/or medium and any peripheral devices attached thereto (including microchips integrated circuits and other components and parts forming part thereof or forming part of such attached peripheral devices) for processing manipulating storing or retrieving data electronically and the expression "Computer System" also includes or refers to any hardware-and-software codes commands and instructions programmed into or encoded in any part of or used in connection with the Computer System;
- (ii) a computer system is deemed "not being Year 2000 Compliant" if for any reason whatsoever it is not capable of correctly recognizing any date as its true calendar date or capturing saving or retaining and/or correctly manipulating interpreting or processing any data or information or command or instruction as a result of:-
- treating any date otherwise than as its true calendar date; or
 - the operation of any command which has been programmed into any computer hardware or software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date.
- (d) In any action suit or other proceedings where the Company alleges that by reason of paragraph (a) or (b) of this Exception any accident loss damage expense or liability is not indemnifiable by this Policy, the burden of proving that such accident loss damage expense or liability is indemnifiable by this Policy shall be upon the Insured or any other person claiming to be indemnified.
- (e) Where this Exception is at variance with or inconsistent with any terms provisions or conditions of this Policy, this Exception shall take precedence and shall prevail.

Public Liability Policy

CONDITIONS

1. This Policy and Schedule shall be read together as one contract 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
 - (a) If here be any misrepresentation, misdescription or non-disclosure in any material particular
 - (b) if the risk be increased or altered in any material particular from any cause whatsoever unless the Company shall have signified its consent thereto in writing and the Insured shall have paid any additional premium which may have been required
 - (c) If there be any change of interest in this Policy, unless the Company shall have signified its assent thereto in writing.
3. Where the Premium is calculated on estimates furnished by the Insured as stated herein the Insured shall keep a proper record of all matters affecting premium calculation and shall at all times permit the Company to inspect such record. Within one calendar month from the expiry of each Period of Insurance the Insured shall furnish the Company such particulars and information as the Company may require to calculate the Premium actually due for such period. If such Premium shall differ from the amount provisionally paid the difference shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be subject to any minimum Premium which may be indicated in this Polcy.
4. The Insured shall at all times:-
 - (a) take reasonable care that only competent employees are employed
 - (b) take or cause to be taken all reasonable precautions to prevent accidents
 - (c) with all statutory obligations and regulations imposed by any Authority
 - (d) provide efficient ways, works, machinery, guards, fencing and plant and keep same and all buildings in a proper state of repair
 - (e) if any defect shall arise, cause such defect to be made good and in the meantime cause such additional precautions to be taken as the circumstance require.
5. The Company shall at all reasonable times by its servants or agents have free access to inspect the Insured's premises, site of works, implements, plant machinery and appliances. In the event of any defect or damage being apparent to the Company's servants or agents notice may be given in writing to the Insured and thereupon all liability of the Company in respect thereof or arising therefrom shall be suspended until the said defect or damage shall be made good to the satisfaction of the Company.
6. In the event of any happening which may give rise to a claim under this Policy the Insured or his legal personal representative shall
 - (a) immediately give notice to the Company in writing
 - (b) at his or their expense supply the Company with full particulars in writing in the form required by the Company as soon as possible
 - (c) give notice to the Company in writing immediately he or they shall have knowledge of any impending prosecution or inquest in connection with any occurrence for which there may be liability under this Policy
 - (d) send to the Company any letter, writ, summons or other legal process issued or commenced against the Insured immediately upon receipt thereof
 - (e) use the best endeavours consistent with the Insured's obligations under Condition 3. to preserve for possible use by way of evidence any appliances or things whether damaged, defective or otherwise
 - (f) give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings

The Insured shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Company.

Where particulars of the accident are not sent to the Company within seven days of the occurrence a fair and reasonable explanation for the delay must be given, otherwise the claim shall not be admitted and under no circumstances shall the Company be liable in respect of any accident unless notice be received by the Company within three months of the occurrence.

Public Liability Policy

7. The Company shall be entitled
 - (a) the name and on behalf of the Insured the absolute conduct and control of any proceedings and the defence and settlement of any claim
 - (b) to sue either before or after the Insured has been indemnified under the Policy at its own expense and for its own benefit, but in the name of the Insured, in respect of any claim for indemnity or compensation or otherwise against any person in respect of anything covered by this Policy.
 - (c) in the case of a claim to pay to the Insured the Limit of Indemnity (but deducting therefrom any sum or sums already paid in respect thereof) or any lesser sum for which the claim can be settled and the Company shall thereafter be under no further liability except for the payment of costs and expenses incurred prior to the date of such payment and for which the Company may be responsible hereunder. In relinquishing thereby the conduct of any defence, settlement or proceedings, the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence, settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct
 - (d) In the event of any person or persons recovering against the Insured in any legal proceedings, an amount, as compensation, exceeding the Limit of Indemnity the Insured shall pay a share of the costs and expenses arising out of the proceedings in the same proportion as the excess compensation bears to the total compensation awarded.
8. If at the time any claim arises under this Policy there shall be any other indemnity or insurance subsisting whether effected by the Insured or not covering the same risk or part thereof the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.
9. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired term of this Policy. This insurance may also be terminated at any time at the request of the Insured in which case the Company will retain a premium calculated at the customary short period rate for the time the Policy has been in force. Such determination shall be without prejudice to any right or claim of the Insured on the Company prior to the expiration of such notice.
10. The Company shall not be bound to renew this insurance or to give notice that any premium for the renewal thereof is due.
11. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings, and the making of an award shall be a condition precedent to any right of action against the Company.
12. 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 become the subject of a pending action or liability being admitted 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.
13. The due observance and fulfilment of the terms provisions conditions and endorsements hereon of this Policy by the Insured 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 and Declaration made by the Insured shall be conditions precedent to any liability of the Company.

Public Liability Policy

Personal Information Collection Statement

Tugu Insurance Company Limited ("the Company") may collect personal information to enable the Company to carry on insurance business. The personal information may be used for the following purposes of:

- a. processing and assessing of applications for any insurance products and daily operation of the related services;
- b. any alterations, variations, cancellation or renewal of any insurance and related services;
- c. any claims or investigation or analysis of such claims;
- d. exercising any right under the insurance policy including right of subrogation, if applicable;
- e. meeting the requirements under any law and regulation, requests from regulators, industry bodies, government agencies and court order; and
- f. any activities directly relating to the above purposes.

The information you provide to the Company may be provided or transferred to the following parties in Hong Kong or overseas for the purposes set out in the above paragraph:

- a. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection, data processing or storage or related services or any other company carrying on insurance or reinsurance related business, or an intermediary, or a claim or investigation or other service provider providing services relevant to insurance business, for any of the above or related purposes;
- b. any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- c. any members of the Federation by the Federation for any of the above or related purposes;
- d. regulators;
- e. lawyers;
- f. auditors; and
- g. any party under a duty of confidentiality to the Company including a group company of the Company which has undertaken to keep such information confidential.

If you do not agree to the use of your personal data for above purposes, it would not be possible for the Company to process your application and render the services.

You may seek access to and to request correction of any personal information concerning yourself held by the Company subject to payment of an administrative fee. Requests for such access or correction can be made in writing to the Data Protection Officer, Tugu Insurance Company Limited, 28/F, China Online Centre, 333 Lockhart Road, Wanchai, Hong Kong.

(If there is any inconsistency between the English and Chinese version of this Personal Information Collection Statement, the English version shall prevail.)

Privacy Policy Statement

Tugu Insurance Company Limited (the "Company") is committed to full compliance with the requirements of the Personal Data (Privacy) Ordinance, Cap.486 ("the Ordinance") in respect of the collection, use, retention and disclosure of personal information.

At all times, the Company shall endeavour to ensure all collection and/or storage and/or transmission and/or usage of personal data from individuals be done in accordance with the obligations and requirements of the Ordinance. In doing so, the Company will ensure that staff involved in handling personal data comply with the strictest standards of security and confidentiality.

We collect personal data in a number of ways. The most common circumstances in which we collect personal data are when you enquire about products we offer, you apply for an insurance product, or make a claim.

The types of personal data we collect from you will depend on the circumstances in which that information is collected. We may collect details including your name, HKID, date of birth, contact details and other personal data which is relevant to the insurance product you are applying for or the claim you are making.

The purposes for which your personal data will be used will depend on the circumstances in which that personal data is collected. We will inform you of the purposes for which we intend to use your personal data in the Personal Information Collection Statement at or before the time we collect your personal data.

Generally, we may use your personal data for the purpose for which you provided it to us; for the purposes which are directly related to the purposes for which you provided it to us; and any other purposes to which you have consented.

Your personal data may be provided or transferred to other third party. The third parties to whom your personal data will be disclosed will depend on the purposes for which that personal data is used. We will inform you of the third parties to whom your personal data will be disclosed in the Personal Information Collection Statement at or before the time we collect your personal data.

Generally, we may disclose your personal data as necessary for the purpose for which you provided it to us; for the purposes which are directly related to the purposes for which you provided it to us; and any other purposes to which you have consented.

In exceptional circumstances, we may be required or permitted by law to disclose personal data, for example to law enforcement authorities or to prevent a serious threat to public safety.

We will only retain the personal data for as long as it is necessary to fulfill the original or directly related purposes for which such data was collected, unless the personal data need to be retained to satisfy any applicable statutory, contractual or tortious obligations.

Under the Ordinance, individuals have the right to request access to and correction of their personal data held by the Company. Should you wish to access or correct your personal information held by us, please present your enquiry by writing to the Data Protection Officer of the Company at 28/F, China Online Centre, 333 Lockhart Road, Wanchai, Hong Kong. Any requests or access to and correction of personal information will be dealt with promptly and we will use our best endeavours to handle such requests before the expiry of 40 days maximum. A reasonable fee may be charged to offset the Company's administration and actual costs incurred in the complying with your data access request.

(If there is any inconsistency between the English and Chinese version of this Privacy Policy Statement, the English version shall prevail.)

Mar 2017

Public Liability Policy

個人資料收集聲明

德高保險有限公司(「本公司」)會收集個人資料以經營保險業務。個人資料會被用作下列用途：

- a. 處理及評估任何保險產品的申請和相關服務的日常工作；
- b. 修改、變更、取消或更新任何保險和相關服務；
- c. 任何申索或調查或分析有關申索；
- d. 如適用，行使任何保險單內訂明的權利，包括代位權；
- e. 符合任何法例和附屬法例的規定，監管機構、行業團體和政府代理的要求及法庭命令；及
- f. 任何與上述用途直接有關的活動。

本公司可就上一段列明的用途把閣下給予本公司的資料提供或轉交至以下列在香港境內或海外的各方：

- a. 任何代理、承包商或第三方服務供應商，包括提供行政、電訊、電腦、付款、收債、數據處理或儲存或相關服務的供應商，或任何其他經營保險或分保相關業務的公司、或中介人、或提供申索或調查或其他提供與保險業務有關的服務供應商，作任何上述或相關的用途；
- b. 任何已成立或不時成立的協會、聯會或與保險公司相似的組織(「聯會」)作任何上述或相關的用途，或協助聯會履行其規管職責或其他不時獲分配的職責，而該等職責乃是為了保險行業或聯會任何會員的利益而合理地要求；
- c. 聯會任何成員由聯會作任何上述或相關用途；
- d. 監管機構；
- e. 律師；
- f. 核數師；及
- g. 任何一方對本公司有保密責任，包括承諾將該等資料保持機密的本公司集團公司。

如閣下不同意使用其個人資料作上述用途，本公司則無法處理閣下的申請和提供服務。

閣下可查閱和更正本公司持有有關閣下的任何個人資料。閣下可就有關查閱和更正的要求致函至香港灣仔駱克道 333 號中國網絡中心二十八樓德高保險有限公司資料保障主任。本公司有權收取相關的行政費用。

(若此個人資料收集聲明之中、英文版本有歧異之處，應以英文版為準。)

私隱政策聲明

德高保險有限公司(「本公司」)致力恪守第 486 章《個人資料(私隱)條例》(「條例」)有關收集、使用、保留和披露個人資料的規定。

本公司將無時無刻盡力確保所收集及/或儲存及/或傳送及/或使用的所有個人資料，須遵照條例規定的責任和要求處理。在執行上，本公司將確保負責處理個人資料的員工遵守最嚴格的保安及保密標準。

我們以多個途徑收集個人資料，當中最常見的情況包括當閣下查詢本公司提供的產品、向本公司申請保險產品或提出申索時。

我們向閣下收集個人資料所屬的類別，視乎該資料是在甚麼情況下收集，可能包括閣下的姓名、香港身份證號碼、聯絡詳情及與閣下申請的保險產品或閣下的索償相關的其他個人資料。

閣下的個人資料用作甚麼用途視乎收集該資料的情況而定。我們會於收集閣下的個人資料時或之前，在「個人資料收集聲明」內通知閣下我們打算使用其個人資料的用途。

一般而言，我們可使用閣下的個人資料作閣下提供有關資料予我們的用途、與該等用途直接相關的用途及任何其他閣下已同意的用途。

我們可提供或轉交閣下的個人資料至其他第三方。我們向哪些第三方披露閣下的個人資料，視乎該資料被用作甚麼用途。我們會於收集閣下的個人資料時或之前，在「個人資料收集聲明」內通知閣下我們打算向哪些第三方披露閣下的個人資料。

一般而言，我們可因應閣下提供有關資料予我們的用途、與該等用途直接相關的用途及任何其他閣下已同意的用途的需要而披露閣下的個人資料。

在特殊情況下，我們可因應法律規定或准許，如按照執法機關的要求或為防止危害公眾安全，披露有關個人資料。

我們保留有關個人資料的時間並不會長於達致收集該等資料原來或直接相關的用途，除非個人資料須受任何適用的法定、合約或侵權責任的規限而被保留。

根據條例規定，個人有權要求查閱和更正本公司持有關於其本人的個人資料。若閣下欲查閱或更正本公司持有關於其本人的個人資料，請致函至香港灣仔駱克道 333 號中國網絡中心二十八樓德高保險有限公司資料保障主任表達有關要求。我們會將盡快處理任何關於查閱或更正個人資料的要求，並盡力於收到有關要求的 40 天限期內予以回覆。本公司或會收取合理的費用作行政和實際成本以便處理閣下的有關要求。

(若此私隱政策聲明之中、英文版本有歧異之處，應以英文版為準。)

2017 年 3 月