

Liberty Combined & General Liability Policy 18.01



WORDING CHECKLIST

IN POLICY JACKET

Advertising Injury Inclusion

1. Insuring Clause

Relying upon the completeness and accuracy of the statements and disclosures in relation to and in connection with the application of this Policy, which are the basis of this contract, in consideration of the payment of the premium as due and subject to the terms of this Policy, Liberty Specialty Markets (hereinafter called Liberty) will pay to or on behalf of the Insured all sums which the Insured shall become legally liable to pay by way of compensation in respect of Injury, Damage and/or Advertising Injury first happening during the Period of Insurance within the Territorial Limits as a result of an Occurrence in connection with the Insured's Business.

Definition 2.1 "Advertising Injury" means unintentional libel, slander, defamation, infringement of copyright, title or slogan, piracy, idea misappropriation or invasion of rights of privacy, arising out of the Insured's advertising activities first published or broadcast during the Period of Insurance.

7.7 Advertising Injury resulting from:

7.7.1 Failure of performance of contract but this shall not relate to claims for unauthorised appropriation of ideas based upon breach of an implied contract;

7.7.2 Infringement of trade mark, service mark, trade name or patents;

7.7.3 Incorrect description of any article or commodity;

7.7.4 Mistake in advertised price.

Exclusion 7.13 Injury resulting from the publication or utterance of libel or slander or of other defamatory or derogatory material, or publication or utterance in violation of an individual's rights of privacy:

This information is presented by Liberty Specialty Markets Hong Kong Limited (No. 2400200), a company incorporated and authorised to conduct insurance in Hong Kong. The information contained herein should not be considered legal advice or loss control or prevention advice. This information is intended to provide general information only. Insurance coverage is subject to the terms and conditions of the policies as issued. **Nothing in this document varies, or is intended to vary, the content of the Liberty Policy wording, nor the meaning or effect of the Liberty Policy wording.** Whether or to what extent a particular loss is covered depends on the facts and circumstances of the loss and the terms and conditions of the policy as issued and the risks involved. Refer to the policy wording for the complete terms and conditions. This information is current as at June 2018.

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	7.13.1 Made prior to the commencement of the Period of Insurance;
	7.13.2 Made at the Insured's direction or with the Insured's authority or with knowledge of its falsity; or
	7.13.3 Related to advertising, broadcasting, telecasting or publishing activities conducted by or on behalf of the Insured.
Advertising signs, neon signs	Not excluded.
Alterations, Additions and Repairs clause	Not excluded.
Approved Adjustors	NOTE: Can be endorsed with approved adjustors to be negotiated
Automatic cover of new location	NOTE: Not on named location basis; on business activities basis. If business activity (and corresponding revenue) is as per declared, automatically covered.
Avian Flu Exclusion	Not excluded.
Consequential Loss	Not excluded; refer to definitions below which include loss of and loss of use 2.5 "Damage" means: 2.5.1 Physical damage to, loss or destruction of tangible property including all resulting loss of use of that property. All such loss of use shall be deemed to happen at the time of the physical damage that caused it; or 2.5.2 Loss of use of tangible property that is not physically damaged or destroyed provided such loss of use is caused by physical damage to or destruction of other tangible property which first happened during the Period of Insurance. All such loss of use shall be deemed to happen at the time of the physical damage or destruction that caused it.
Boiler Explosion clause	Not excluded.
Car park clause	Writeback in Exclusion 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a policy of compulsory liability insurance, but this exclusion does not apply to: 7.1.5 Damage to any motor vehicle or trailer (not owned, leased or hired by, under hire purchase, on loan or rented to the Insured) temporarily in the Insured's custody or control for the purpose of parking and directly arising out of such parking.
Canteens Operations clause	Included in definition 2.4 "Business" means all activities and operations specified in the Schedule and includes:

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	<p>2.4.1 The provision and management of catering, social, sports, welfare, childcare, theatrical and related facilities including galas for the benefit of Workers;</p>
Cloakroom clause	<p>Not excluded if part of or in relation to business activity.</p>
Care, Custody and Control Endorsement	<p>Writeback in Exclusion 7.2 Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in the Insured's care, custody or control other than:</p> <p>7.2.4 Other property (not owned by the Insured) but temporarily in the Insured's possession provided:</p> <p>7.2.4.1 No indemnity is granted for liability in respect of physical damage to or destruction of that part of any property upon which the Insured is or has been working on if the physical damage or destruction arises from such work; and</p> <p>7.2.4.2 Liberty's limit of liability under this clause 7.2.4 does not exceed USD750,000 each and every Occurrence and in the aggregate for any one Period of Insurance,</p> <p>Provided further that no indemnity is granted under this clause 7.2 in respect of liability assumed by the Insured under any contract or agreement which requires the Insured to effect material damage insurance on premises, property or goods not owned by the Insured.</p>
Coaching and training liability	<p>Not excluded if part of or in relation to business activity</p>
Contingent Employer's Liability extension	<p>Writeback in Exclusion 7.11 Injury to any Worker.</p> <p>Provided that if the Insured:</p> <p>7.11.1 Is required by law to insure or otherwise fund, whether through self insurance, statutory fund or other statutory scheme, all or part of any common law liability (whether limited in amount or not) for such Injury; or</p> <p>7.11.2 Is not required to so insure or otherwise fund such liability by reason only that the Injury is to a person who is not a Worker or employee within the meaning of the relevant Workers' Compensation Law or the Injury is not an Injury which is subject to such Law,</p> <p>Then this Policy will respond to the extent that the Insured's liability would not be covered under any such fund, scheme, policy of insurance or self insurance arrangement had the Insured complied with its obligations pursuant to the Workers' Compensation Law.</p>
Contingent liability for contractors and sub-contractors	<p>Not excluded; vicarious liability of Insured covered.</p> <p>NOTE: No cover for any such contractors and sub-contractors own liability. Extension for such is subject to underwriting submission</p>

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Contractual liability (not additionally assumed)

Writeback in Exclusion 7.8 Liability assumed under the terms of a contract or agreement unless and only to the extent that the Insured would have been liable in the absence of such contract or agreement.

NOTE: Full contractual liability extension for specific contracts can be considered subject to underwriting submission

Cross Liability Clause

4. Cross Liabilities

Subject at all times to the terms of this Policy, each person or party indemnified is separately indemnified in respect of claims made by any of them against any other of them provided that Liberty's total liability shall not exceed the Limit of Indemnity for all claims under this Policy.

Damage to leased or rented premises clause

Writeback in Exclusion 7.2 Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in the Insured's care, custody or control other than:

7.2.2 Premises tenanted by the Insured;

Defense Costs in Addition

6. Defence Costs In addition to the Limit of Indemnity, Liberty will pay all reasonable legal costs and/or expenses incurred with Liberty's prior written consent in connection with any claim for which the Insured is indemnified by this Policy.

Provided that Liberty shall not be liable for legal costs and/or expenses where indemnity is not provided by this Policy.

Provided that Liberty shall not be liable for legal costs and/or expenses for or in respect of representation at any formal legal inquiry involving an accident resulting in Injury or at any coroner's inquiry.

Provided that Liberty shall not pay any legal costs and/or expenses in respect of any Occurrence after Liberty has paid compensation up to the Limit of Indemnity.

Provided further that the legal costs and/or expenses incurred in connection with claims made and/or actions instituted within the United States of America or Canada and their respective territories and protectorates or any other territory coming within the jurisdiction of the courts of these countries, shall form part of the Limit of Indemnity and will not be payable by Liberty in addition to the Limit of Indemnity.

In the event the Insured is a party to a demand, legal proceedings, inquiry or hearing which is covered only in part by this Policy, the Insured and Liberty will use their best efforts to agree upon a fair and proper allocation of legal costs and/or expenses or any other amount insured under this Policy which relate solely to what is covered under this Policy.

In the event that an agreement cannot be reached, a Senior Counsel (to be mutually agreed upon by Liberty and the Insured) shall, as an expert and not an arbitrator, determine a fair and proper allocation. Until the Senior Counsel has made his or her determination Liberty may, in its absolute discretion, pay such legal costs and/or expenses or any other amount insured under this Policy as it considers appropriate

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Defective Sanitary Installations Clause	Not excluded.
Directors', employees' and visitor's clothing and personal effects	Writeback in Exclusion 7.2 Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in the Insured's care, custody or control other than: 7.2.3 Directors', employees' and visitors' clothing and personal effects; or
DMF (Dimethyl Fumarate) Exclusion	Not excluded.
Y2K Exclusion	Not excluded.
Efficacy exclusion	Not excluded.
Electronic Data Exclusion	Not excluded.
EMF / EMR exclusion	Not excluded.
Employees' Temporarily Working Overseas Clause	Definition 2.16 "Territorial Limits" means anywhere in the world, except USA and/or Canada (including any state or territory incorporated in or administered by the United States of America or Canada) where this Policy will only apply in respect of employees temporarily travelling on behalf of the Insured and/or Products exported thereto.
Employees Training	Not excluded.
Error, Omission and Misdescription clause	Excluded in 7.15 Any change in the nature of the Insured's Business which: 7.15.1 Occurred during the Period of Insurance; and 7.15.2 Was known by the Insured, or would have been known by a reasonable person in the circumstances, to be likely to increase the risk of Injury, Damage or Advertising Injury for which indemnity is provided by this Policy, For the purposes of this exclusion, where the Insured is a corporate body, the knowledge of any director or officer of the Insured shall be deemed to be the knowledge of the Insured. *NOTE: Agreeable to include provided that underwriting submission and notice of such error is given as soon as practicable.
Demonstrations and Exhibition Liability	Definition 2.4 "Business" means all activities and operations specified in the Schedule and includes: 2.4.5 Attendance or participation in trade fairs, shows and exhibitions by any Worker or director in connection with their employment; and

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Fire &/or Explosion Liability Clause

Not excluded.

Fire Brigade and Water Damage

Not excluded.

First Aid Extension

Definition 2.4 "Business" means all activities and operations specified in the Schedule and includes:

2.4.2 The provision of fire, first aid, ambulance and security services;

Writeback in Exclusion 7.16 The rendering of or failure to render professional advice or service or any error or omission connected therewith given for a fee by the Insured or any person covered by Clause 3 of this Policy.

Provided that this exclusion does not apply to the rendering of first aid or medical services on the Insured's premises by medical persons employed by the Insured.

Food and Drinks

Definition 2.4 "Business" means all activities and operations specified in the Schedule and includes:

2.4.1 The provision and management of catering, social, sports, welfare, childcare, theatrical and related facilities including galas for the benefit of Workers;

Further covered as a per Definition 2.14 "Product" includes any completed operation and means any commodity, article or thing (after it has ceased to be in the possession or under the control of the Insured) which is or is deemed (whether by law or otherwise) to have been manufactured, constructed, grown, extracted, produced, processed, assembled, erected, installed, treated, altered, serviced, repaired, sold, handled, supplied or distributed by the Insured or by others trading under the name of the Insured (including any container thereof other than a motor vehicle).

Forklift extension

Write back in Exclusion 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a policy of compulsory liability insurance, but this exclusion does not apply to:

*NOTE: Depends on whether golf carts are registered vehicles in the relevant territory. If no, not excluded in the first place. Forklifts are not registered vehicles in Hong Kong and Singapore, thus not excluded in the first place.

Golf Cart Liability

Write back in Exclusion 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a policy of compulsory liability insurance, but this exclusion does not apply to:

*NOTE: depends on whether golf carts are registered vehicles in the relevant territory. If no, not excluded in the first place.

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**Hoist, cranes and/or
unregistered mobile plants
and/or unregistered vehicles
liability clause**

Write back in Exclusion 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a policy of compulsory liability insurance, but this exclusion does not apply to:

7.1.3 Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;

*NOTE: unregistered vehicles are not excluded. Tools of trade written back.

Hoists, Cranes Liability Clause

Write back in Exclusion 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a policy of compulsory liability insurance, but this exclusion does not apply to:

7.1.3 Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;

*NOTE: unregistered vehicles are not excluded. Tools of trade written back.

**Indemnity to Directors,
Executives and Principals**

Clause 3.1 Any principal, in respect of that principal's vicarious liability for the negligent acts or omissions of the Insured pursuant to Definition 2.8 and arising out of the Insured's Business, but this Policy does not extend to the liability of any principal howsoever arising out of the negligence, breach of contract or breach of duty of such principal; or

3.2 Any director, executive officer or Worker of the Insured or, where the Insured is a partnership, any partner of the Insured, but only while acting within the scope of their duties in such capacity;

No cover for any such contractors and sub-contractors own liability.

Independent Contractors

*NOTE: Extension for such subject to underwriting submission

Luggage in Transit

Not excluded if part of or in relation to business activity.

**Laundry Operator Liability
Clause**

Not excluded if part of or in relation to business activity.

Indemnity to Landlord

*Note landlord's r/s to insured similar to that of principal. Can refer to Principals cover in wording;

Clause 3.1 Any principal, in respect of that principal's vicarious liability for the negligent acts or omissions of the Insured pursuant to Definition 2.8 and arising out of the Insured's Business, but this Policy does not extend to the liability of any principal howsoever arising out of the negligence, breach of contract or breach of duty of such principal;

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Indemnity to Principals Clause	Clause 3.1 Any principal, in respect of that principal's vicarious liability for the negligent acts or omissions of the Insured pursuant to Definition 2.8 and arising out of the Insured's Business, but this Policy does not extend to the liability of any principal howsoever arising out of the negligence, breach of contract or breach of duty of such principal;
Infectious or Contagious Diseases	Not excluded.
Personal Injury	Definition 2.7 "Injury" means: 2.7.1 Bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury; 2.7.2 also arrest, wrongful detention or imprisonment, malicious prosecution; 2.7.3 Wrongful entry or eviction; 2.7.4 Assault and battery not committed by or at the direction of the Insured unless committed for the purpose of preventing Injury and/or Damage or eliminating danger; or 2.7.5 Libel, slander, defamation of character or invasion of right of privacy.
Intellectual Property Exclusion	Not excluded.
Lead Exclusion	Not excluded.
Lifts, escalators, cranes, hoisting machines clause	Not excluded.
Liability for loss or damage to employees', director, guests' property held in any of lockers situated in any of the Insured's premises	Write back in Exclusion 7.2 Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in the Insured's care, custody or control other than: 7.2.3 Directors', employees' and visitors' clothing and personal effects; or NOTE: Guests' property are considered 3rd party property
Legionnaires exclusion	Not excluded.
Loading and Unloading of Vehicle	Write back in Exclusion 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a policy of compulsory liability insurance, but this exclusion does not apply to:

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	NOTE: if not required to buy compulsory insurance for loading/unloading, the above covers loading and unloading.
Mad Cow exclusion	Not excluded.
Member to Member Liability	Not excluded.
Mould exclusion	Not excluded.
Occupiers Liability clause	Definition 2.4 "Business" means all activities and operations specified in the Schedule and includes: 2.4.4 The ownership, maintenance, repair and occupation of premises of facilities belonging to the Insured;
Overseas Business Trips	Definition 2.16 "Territorial Limits" means anywhere in the world, except USA and/or Canada (including any state or territory incorporated in or administered by the United States of America or Canada) where this Policy will only apply in respect of employees temporarily travelling on behalf of the Insured and/or Products exported thereto.
Swimming Pool, Sauna and Bathroom extension	Not excluded if part of or in relation to business activity.
Plant and Machinery	Not excluded; if tool of trade covered under writeback in Exclusion 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a policy of compulsory liability insurance, but this exclusion does not apply to: 7.1.3 Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
Private works for directors and executives	Definition 2.4 "Business" means all activities and operations specified in the Schedule and includes: 2.4.3 At the Insured's discretion, private work carried out by a Worker for a director or partner or Worker of the Insured's.
Product Recall Expenses Extension	Exclusion 7.3 Damages claimed for, and/or the costs of withdrawal, recall, inspection, repair, replacement, disposal or loss of use of the Insured's Products or of any property of which such Products form a part, if such Products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein. *NOTE: Extension for such subject to underwriting submission
Property Owners Liability Clause	Definition 2.4 "Business" means all activities and operations specified in the Schedule and includes: 2.4.4 ownership, maintenance, repair and occupation of premises of facilities belonging to the Insured;
Pure Financial Loss exclusion	Policy not triggered; insuring clause is only in relation to Injury and Damage. *NOTE: Financial loss can be covered as per financial loss (product only) extension. Please refer to extension for full details of cover and terms and conditions.
Silica exclusion	Not excluded.

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Social / Recreational Activities	<p>In definition 2.4 “Business” means all activities and operations specified in the Schedule and includes:</p> <p>2.4.1 The provision and management of catering, social, sports, welfare, childcare, theatrical and related facilities including galas for the benefit of Workers;</p>
Sanctions Clause	<p>In general condition 8.11 If this Policy would be in violation of any applicable economic, trade or other sanction or related law, including but not limited to such laws of the United States of America or the United Kingdom, such coverage shall be null and void and Liberty has no obligation to pay a claim if to do so would breach that sanction or law.</p>
Sprinkler Leakage	<p>Not excluded.</p>
S&A Pollution including Cleanup Costs	<p>Writeback in Exclusion 7.17.</p> <p>7.17.1 actual or alleged discharge, dispersal, release, seepage, migration or escape of Pollutants;</p> <p>7.17.2 esting, monitoring, clean up, removal, containment, treatment, detoxifying or neutralising of Pollutants or their effect;</p> <p>7.17.3 actual or alleged discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any Product that has been discarded, dumped, abandoned or thrown away by others; or</p> <p>7.17.4 Any expenses for the prevention of the actual or alleged discharge, dispersal, release, seepage, migration or escape of Pollutants.</p> <p>Provided always that exclusions 7.17.1, 7.17.2 and 7.17.3 shall not apply to liability which is directly caused by a sudden, accidental, instantaneous, unintended, identifiable and unexpected happening which takes place in its entirety at a specific time and place outside of the United States of America or Canada.</p> <p>The total aggregate liability of Liberty for all claims covered in any one Period of Insurance in respect of the proviso above shall not exceed the Limit of Indemnity shown in the Schedule.</p> <p>NOTE: Clean up costs for S&A are covered.</p>
Tenant’s Liability	<p>Writeback in Exclusion 7.2 Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in the Insured’s care, custody or control other than:</p> <p>7.2.2 Premises tenanted by the Insured;</p>
Territorial and Jurisdiction Endorsement	<p>In Definition 2.16 “Territorial Limits” means anywhere in the world, except USA and/or Canada (including any state or territory incorporated in or administered by the United States of America or Canada) where this Policy will only apply in respect of employees temporarily travelling on behalf of the Insured and/or Products exported thereto.</p>

NOTE: Jurisdiction, not limited - anywhere in the world.

Terrorism Exclusion

Exclusion 7.19 And regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

And regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

7.19.1 War and military action which includes without limitation the following:

7.19.1.1 War, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority; or

7.19.1.2 Warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

7.19.1.3 Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7.19.2 Any actual or threatened act of domestic or international Terrorism committed by a person or persons acting:

7.19.2.1 Alone or on behalf of or in connection with any organisation; or

7.19.2.2 With the goal of furthering any political, social, religious, ideological or similar objective.

7.19.3 Action taken to prevent or defend against an act of Terrorism.

If an act of Terrorism involves chemical or biological weapons, this Terrorism exclusion will still apply.

If an act of Terrorism involves nuclear reaction, nuclear radiation or radioactive contamination, this Terrorism exclusion will apply to liabilities that result from such nuclear reaction, nuclear radiation or radioactive contamination in place of Exclusion 7.18.

Tool of Trade

Write back in Exclusion 7.1 The ownership, maintenance, operation, possession, use, loading or unloading by or on behalf of the Insured of any motor vehicle or trailer which is required by law to be registered or in respect of which there is required by law to be in force a policy of compulsory liability insurance, but this exclusion does not apply to:

7.1.3 Damage caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;

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USA/Canada Products Exported Only Not excluded as long as declared and subject to full underwriting submission.

Visitors' Personal Effects Write back in Exclusion 7.2 Damage to property owned, leased, hired by, under hire purchase, on loan or rented to the Insured or otherwise in the Insured's care, custody or control other than:
7.2.3 Directors', employees' and visitors' clothing and personal effects; or

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