

QBE Hongkong & Shanghai Insurance Ltd.

# Civil Liability Professional Indemnity Insurance For Individual Educator

Policy Wording

SPECIMEN





For Individual Educator

## QBE CIVIL LIABILITY PROFESSIONAL INDEMNITY

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## 1. PREAMBLE

### 1.1. Premium

When **You** pay to **Us** the **Premium**, **We** will provide **You** with the cover **You** have chosen as set out in this **Policy**.

### 1.2. Policy

This **Policy**, the **Proposal Form**, the **Schedule** and any endorsement attached will be read as one contract and any word or expression will carry its ordinary meaning unless the word has been defined.

### 1.3. Claims Made

This **Policy** operates on a 'claims made and reported' basis. This means that **We** will cover **You** for **Claims** made against **You** and notified to **Us** during the **Period of Insurance**. This **Policy** does not cover **You** for:

- a. acts, errors or omissions actually or allegedly committed before the **Retroactive Date** of the **Policy**; or
- b. **Claims** made after the expiry of the **Period of Insurance** even though the event which leads to the **Claim** may have occurred during the **Period of Insurance**; or
- c. **Claims** notified or arising out of facts or circumstances notified (or which ought reasonably to have been notified) under any previous policy; or
- d. **Claims** made, threatened or intimated against **You** before the commencement of the **Period of Insurance**; or
- e. facts or circumstances of which **You** first became aware before the **Period of Insurance**, and which **You** knew or ought reasonably to have known had the potential to lead to a claim under this **Policy**; or
- f. **Claims** arising out of circumstances declared in the **Proposal Form** for the current **Period of Insurance** or any previous proposal form.

## 2. COVER

### 2.1. Civil Liability

**We** will pay **You** or on **Your** behalf for:

- a. any legal liability to pay **Compensation**; and
- b. any **Costs and Expenses** awarded against **You**;

arising from any civil liability resulting from a **Claim** for breach of **Education Duty** in the conduct of **Your Professional Practice** provided that the **Claim** is first made during the **Period of Insurance** and reported to **Us** during the **Period of Insurance**.

## 2.2. **Costs and Expenses**

Where cover is provided by this **Policy**, **We** will also pay **You** or on **Your** behalf for any reasonable **Costs and Expenses** (but not loss of earnings) incurred in the defence of any **Claim** made against **You**, provided that **We** have agreed in writing to such payment. Any payment under this clause will be included in the **Limit of Indemnity**.

## 3. **SCOPE OF COVER**

This **Policy** covers **Your** civil liability arising from the conduct of **Your Professional Practice**, which includes liability for:

- 3.1. **Breach of Confidentiality – Claims** arising from any unintentional breach of confidentiality or misuse of information.
- 3.2. **Defamation – Claims** arising from defamation but not defamation made by **You** or at **Your** direction with the knowledge of the falsity of the statement.
- 3.3. **Infringement of Intellectual Property Rights – Claims** arising from any unintentional infringement of intellectual property rights which includes any unintentional infringement of copyright, trademark, registered design or patent, or any plagiarism.
- 3.4. **Loss of Documents – Claims** arising from the loss of **Your** or any third party's **Documents**, for which **You** are legally responsible, that have been destroyed, damaged, lost or mislaid, and after diligent search or attempts to recover them, cannot be found or recovered. PROVIDED ALWAYS THAT:
  - a. the discovery of such loss of **Documents** occurred during the **Period of Insurance** and was notified in writing to us within twenty-eight (28) days after the date of such discovery;
  - b. such coverage shall be limited to the costs, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring such Documents and any **Claim** for such costs, charges, and expenses shall be supported by bills and/or accounts which shall be subject to approval by a competent person nominated by **Us** ;
  - c. such coverage shall be limited to the loss of any **Documents**: which were in the physical custody or control of **You** or any other person to whom **You** entrusted, lodged or deposited such Documents in performing **Your Education Duty** ;
  - d. in respect of each **Claim** by **You** the amount of the **Deductible** shall be borne by **You** at **Your** own risk and **We** shall only be liable to indemnify **You** for that part of any **Claim** which is in excess of the **Deductible**.
  - e. this Extension shall not apply to the loss of any **Documents** brought about by or contributed to by fire, water, burglary or theft.
- 3.5. **Vicarious Liability – Claims** arising from any negligent act, error or omission committed or alleged to have been committed on the part of a third party for whose acts, errors or omissions **You** are legally liable.

PROVIDED ALWAYS THAT such coverage shall not extend to any such third party.

#### 4. AUTOMATIC EXTENSIONS

**We** agree to provide **You** with the following cover for nil additional premium, provided that nothing contained here will increase the **Limit of Indemnity** that **We** are providing under this **Policy**.

4.1 **Defence of Criminal Proceedings** – **We** agrees to pay to or on behalf of **You** the **Costs and Expenses** arising out of any criminal proceeding brought in a court of law in Hong Kong Special Administrative Region, which is brought against **You** for alleged breach of **Education Duty** in the conduct of **Your Professional Practice**, which would otherwise be excluded by reason of Exclusion 5.5 (Intentional Acts) or 5.22 (Molestation) or 5.23 (Assault & Battery), **PROVIDED ALWAYS THAT**,

a. In the event that **You** is found guilty or pleads guilty to such criminal proceedings, **We** shall cease to advance any further **Costs and Expenses**, and **You** are obliged to refund any **Costs and Expenses** previously advanced by **Us** within fourteen (14) days

b. In the event that a **Claim** for payment of **Costs and Expenses** is withdrawn or indemnity under this **Policy** is subsequently withdrawn or denied, **We** shall cease to advance **Costs and Expenses** and **You** will refund any **Costs and Expenses** already paid by **Us**.

c. **We** can, at **Our** discretion, appoint legal representation to represent **You** in such criminal proceedings.

d. Such criminal proceedings are commenced during, and notified to **Us** during the same **Period of Insurance**

e. **We** have given **Our** written consent.

f. The maximum aggregated amount payable under this extension shall not exceed a sub-limit of ten percent (10%) in the aggregate of the **Limit of Indemnity** under this **Policy**. The sub-limit is part of, and not in addition to the **Limit of Indemnity**.

g. **Deductible** of HK\$20,000 each and every **Claim** shall apply.

4.2 **Official Investigation and Enquiry Costs and Expenses** – **We** will pay for any **Costs and Expenses** reasonably incurred with **Our** prior written consent in the official investigation or enquiry of any complaint or notification provided that:

a. any such official investigation is in relation to a breach of **Education Duty** in the conduct of **Your Professional Practice** ;

b. the investigation, examination or enquiry, or notice of intended investigation, examination or enquiry is commenced during the **Period of Insurance** and is notified by **You** to **Us** during the same **Period of Insurance**;

c. **We** shall be entitled, at **Our** discretion, to appoint legal representation to represent **You** in the investigation, examination or enquiry;

d. the maximum amount provided by this extension shall not exceed HKD 500,000 in the aggregate under this **Policy**.

For the purpose of this extension, an official investigation includes an investigation, examination or enquiry by way of a royal commission or coronial enquiry or conducted by a regulatory authority such as the Education Bureau or equivalent or any disciplinary committee of any association or professional body of which **You** are a member, but does not include any investigation, examination or enquiry conducted by a parliament or equivalent body.

- 4.3 **Emergency First Aid – We** agree to provide coverage in respect of any **Claim** made against **You** in respect of any legal liability arising from the rendering of emergency first aid assistance to any person where **You** were a qualified first aider in Hong Kong Special Administrative Region at the material time.

## 5 **EXCLUSIONS**

**We** will not pay for:

- 5.1 **Asbestos** – any **Claim** directly or indirectly arising out of, in consequence of, or contributed to by asbestos, asbestos fibres or derivatives of asbestos. However this will not apply to any **Claim** or part of any **Claim** for financial loss arising out of a breach of **Education Duty** where the cause of the breach does not relate to any asbestos exposure.
- 5.2 **Assumed Duty or Obligation** – any **Claim** directly or indirectly arising out of, in consequence of, or contributed to by **Your** assumption of any liability which is outside the normal course of **Your Professional Practice**.
- 5.3 **Fines and Penalties** – any fines and/or penalties.
- 5.4 **Related Party** – any **Claim** from any **Family Member** unless such **Claim** emanates from an independent third party.
- 5.5 **Intentional Acts (Fraudulent, Dishonest and Criminal Acts and Statutory Breaches)**
- a. any **Claim** directly or indirectly arising out of, in consequence of, or contributed to by any alleged or actual act or omission by **You** which was fraudulent, dishonest, malicious or criminal; and/or
  - b. any liability arising directly or indirectly out of, in consequence of, or contributed to by any alleged or actual willful breach of any statute, regulation, contract or duty by **You**.
- 5.6 **Employment Benefits** – any **Claim** for outstanding wages, salaries, bonus payments, retirement benefits, share schemes or other in-kind non-cash benefits as a result of redundancy, lay-off or termination of employment.
- 5.7 **Management Liability** – any **Claim** directly or indirectly arising out of, in consequence of, or contributed to by **Your** activity not undertaken as part of the **Education Duty** in the conduct of **Your Professional Practice**, and where such **Claim** or inquiry costs arise in connection with **Your** functions and duties as a director and/or officer of any legal entity and/or corporation and/or incorporated body.
- 5.8 **Nuclear** – any **Claim** directly or indirectly arising out of, in consequence of, or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel.
- 5.9 **Obligation to Employees** – any **Claim**:
- a. for bodily injury, mental injury, sickness, disease or death of any one of **Your** employees arising out of, or in the course of their employment;



- b. for damage to, destruction of, including loss of use of, any property of **Your** employees arising out of, or in the course of, their employment.
- 5.10 **Occupiers Liability** – any **Claim** directly or indirectly arising out of, in consequence of, or contributed to by any liability incurred or alleged to have been incurred as a result of any occupation or ownership of real property and /or real estate by **You**.
- 5.11 **Pollution**
- a. any **Claim** directly or indirectly arising out of, in consequence of, or contributed to by:
- i. the actual or alleged discharge, release or escape of Pollutants arising from the design or specification of equipment or structures which are critical to, and designed with the intention of, restricting the release of Pollutants into the environment; or
  - ii. any enforcement action or proceeding in connection with the containment, clean up, removal or treatment of such Pollutants.
- b. For the purpose of this exclusion, Pollutants shall mean:
- i. any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals; or
  - ii. any waste materials including materials recycled, reconditioned or reclaimed; or
  - iii. any other air emission, odour, waste water, oil, oil products, infectious or medical waste or any noise emission.
- 5.12 **Prior, Pending and Known Claims or Circumstances -**
- a. any **Claim** made or intimated against **You** prior to the commencement of the **Period of Insurance**;
- b. any fact or circumstances occurring prior to the **Period of Insurance** that **You**:
- i. ought reasonably to have known could lead to a **Claim**; or
  - ii. notified under any previous policy.
- 5.13 **Products** – any **Claim** directly or indirectly arising out of, in consequence of, or contributed to by the sale, supply, installation, alteration, modification or manufacture of goods by **You** or on **Your** behalf.
- 5.14 **Punitive Damages** – any punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.
- 5.15 **Refund of Fees** – refund of fees charged to a third party and the related costs and expenses.
- 5.16 **Retroactive Date** – any **Claim** arising out of **Your** activities carried out prior to the **Retroactive Date**.
- 5.17 **Sanction Limitation and Exclusion Clause** – No **(re)insurer** shall be deemed to provide cover and no **(re)insurer** shall be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose that **(re)insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

- 5.18 **Terrorism** – any **Claim** directly or indirectly arising out of, in consequence of, or contributed to by any Act of Terrorism.

For the purpose of this exclusion, an Act of Terrorism means an act, including but not limited to the use of force or violence and/or 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) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the avoidance of doubt, **We** shall not be liable under this **Policy** to indemnify **You** in respect of any loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- a. any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
  - b. any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.
- 5.19 **Trading Debts** – any **Claim** directly or indirectly arising out of, in consequence of, or contributed to by any of **Your** trading debts or trading losses, or any guarantee or undertaking given by **You** for a debt or performance of any obligation by a third party.

- 5.20 **USA/Canada Territory and Jurisdiction** – any **Claim**:

- a. arising from any civil liability incurred in the United States of America / Dominion of Canada or any of their territories or protectorates; or
- b. brought in a court of the United States of America / Dominion of Canada or any of their territories or protectorates.

- 5.21 **War** – any **Claim** directly or indirectly arising out of, in consequence of, or contributed to by war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or looting or pillaging in connection therewith, strike, lock-out, riot, civil commotion assuming the proportions of or amounting to a popular rising, mutiny, or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public authority.

- 5.22 **Molestation** – any **Claim** directly or indirectly based upon, attributable to, or in consequence of any alleged or actual act of molestation or physical interference with any person.

- 5.23 **Assault &/or Battery** – any **Claim** directly or indirectly based upon, attributable to, or in consequence of any alleged or actual act of assault &/or battery.

## **6** **CONDITIONS.**

- 6.1 **Alteration of Risk** – In the event of any material change in **Your** risk covered under this **Policy**, **You** will inform **Us** in writing as soon as practicable and **We** will be entitled to amend the terms and conditions of this **Policy** and/or charge additional premium if **We** deem that there has been an increase in risk exposure. If **You** do not accept **Our** terms, this increased risk exposure will not be covered under this **Policy**.

6.2 **Assignment of Interest** – No change in, or modification of, or assignment of interest under this **Policy** shall be effective except when made by written endorsement to this **Policy** and signed by an authorised employee of **Ours**.

6.3 **Cancellation** – **You** may cancel this **Policy** at any time by notifying **Us** in writing and **We** will allow a pro-rata refund of premium for the unexpired **Period of Insurance**. However, if this **Policy** is cancelled within the first three (3) months of the **Period of Insurance**, only 75% of the premium will be refunded.

If a **Claim** and/or circumstance has been notified to **Us** under this **Policy**, **We** will be entitled to the entire premium and no refund of premium will be made. If **You** withdraw such **Claim** and/or circumstance and subsequently cancel this **Policy**, **We** will allow a refund of premium for the unexpired **Period of Insurance** as per above.

**We** will not cancel this **Policy** except on the grounds of non-payment of premium.

6.4 **Claim Assessment Costs** – **We** will pay all costs and expenses incurred to assess **Our** liability under this **Policy**.

6.5 **Claims Cooperation** – **You** will provide **Us** with all information and assistance that **We** may reasonably require to investigate and/or defend any **Claim** and/or circumstance.

6.6 **Deductibles** – Only one **Deductible** will apply to each and every **Claim**, however, the highest **Deductible** will apply if a single act or cause gives rise to **Claim(s)** covered under both Extension 4.1 and 4.2. **You** will be responsible for the first amounts of every **Claim** up to the **Deductible** amount which applies. In the event that **We** pay for the **Deductibles** in the first instance, **You** will reimburse **Us** with the amount, up to the **Deductible** amount, within thirty (30) days of **Us** paying.

6.7 **Defence and Settlement of Claims** – **We** may:

a. instruct **You** to conduct the defence of the **Claim** if **We** believe that the **Claim** will not exceed the **Deductible**, in which case **You** will be responsible for **Your** own **Costs and Expenses** and any settlement up to the **Deductible** amount. In the event that any **Costs and Expenses** or payment made to dispose of the **Claim** exceeds the **Deductible**, **We** will reimburse **You** all reasonable **Costs and Expenses**;

b. take over and conduct, in **Your** name, the defence or settlement of any **Claim** at any time, in which case **We** will then have sole control of the **Claim**.

6.8 **Disclosure under the Personal Data (Privacy) Ordinance**

**We** records and holds data in accordance with the Personal Data (Privacy) Ordinance (CAP 486) and follows strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. **We** may find it necessary to pass data to other firms or businesses that supply products and services associated with this **Policy**.

6.9 **Drug Warranty**

It is a fundamental condition of this **Policy** which is effected on the basis that **You** warrant that no prescriptions or dispensing of drugs/ medicines are provided to any student unless the prescription or medication is brought to **School** by the student under the instruction of his/her parent/guardian who has also



given a written consent to **You** for dispensing the drugs/medicines to the student at the parent's/guardian's request.

- 6.10 **Jurisdictional Limitation** – The cover provided by this **Policy** shall apply to **Claims** brought anywhere in the world, except:
- a. **Claims** made and actions instituted within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada;
  - b. **Claims** and actions to which the laws of the United States of America or the Dominion of Canada apply;
  - c. **Claims** arising out of the enforcement of any judgment, order or award obtained within, or determined pursuant to, the laws of the United States of America or the Dominion of Canada or their territories or protectorates.
- 6.11 **Limit of Indemnity (Inclusive of Costs and Expenses)** – **Our** total liability in respect of all **Claims** or losses, including **Costs and Expenses**, during the **Period of Insurance**, will not exceed the aggregate **Limit of Indemnity**.
- 6.12 **Multiple Claims** – if more than one **Claim** arises from the same originating cause, these **Claims** shall constitute one **Claim** under this **Policy** and only one **Deductible** shall apply.
- 6.13 **Non-Accumulation Clause** It is hereby understood and agreed that **Limit of Indemnity** of this **Policy** shall be non-cumulative with other insurance policy(ies) issued by **Us** and **Limit of Indemnity** of this **Policy** or the respective limits of indemnity of such other policy(ies) shall not increase by virtue of the existence of this **Policy** or such other policy(ies). In the event of a **Claim** that is covered by more than one policy issued by **Us**, the maximum limit of indemnity payable by **Us** shall be the equivalent to the highest limit of indemnity under any one of the policies issued by **Us**.
- 6.14 **Not to Admit, Negotiate or Repudiate** – **You** will not admit, negotiate or repudiate any **Claim**, fact and/or circumstance. **We** will not be liable for any **Claim**, fact or circumstance and/or any costs and expenses incurred without **Our** prior written consent. Provided that **You** comply with this condition, **We** shall not unreasonably withhold or delay any such consent.
- 6.15 **Notices to Us** – Notice of any **Claim** or circumstance must be given as soon as practicable and in writing to:

**Claims Manager**  
**Special Risks Unit**  
**QBE Hongkong & Shanghai Insurance Limited**  
**33/F, Oxford House,**  
**Taikoo Place, 979 King's Road**  
**Quarry Bay, Hong Kong**

- 6.16 **Notices to You** – any written notice that **We** give to **You** shall be effective immediately on receipt of a personal delivery or electronic communication sent from **Us** or in the case of notices by post, three (3) business days after having been posted by **Us** to **Your** last address known to **Us**.
- 6.17 **Notification of Circumstances Leading to a Claim** – **You** will notify **Us** as soon as practicable in writing of any fact or circumstance which may reasonably lead to a **Claim** that **You** become aware of during the **Period**

**of Insurance.** Any **Claim** which subsequently arises out of this fact or circumstance will be deemed to have been made during the **Period of Insurance**.

- 6.18 **Other Insurance** – if any **Claim** or circumstance notified under this **Policy** is insured under another insurance policy, then this **Policy** will only pay after the indemnity provided by that other insurance has been exhausted or after the **Deductible** has been fully paid, whichever is the greater, unless such other policy is written to be specifically in excess of the cover provided by this **Policy**. Further **You** will notify **Us** of the existence of such other insurance policy or source of indemnity, together with the full details and such further information that **We** may reasonably require.
- 6.19 **Policy Construction and Interpretation**
- a. The **Proposal Form** shall form the basis of this contract.
  - b. This **Policy** will be governed by and interpreted in accordance with the laws of Hong Kong Special Administrative Region, and any dispute relating thereto shall be submitted to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.
  - c. The marginal notes and titles of paragraphs in this **Policy** are included for descriptive purposes only and do not form any part of this **Policy** for the purpose of its construction or interpretation.
  - d. Under this **Policy**, the masculine includes the feminine and the singular includes the plural and vice versa.
- 6.20 **Premium Payment Warranty** – Any premium due must be paid and received by **Us** within thirty (30) days of the inception of this **Policy**. In the event that **We** do not receive such payment, this **Policy** will be automatically cancelled and **We** will be entitled to the pro-rata premium for the time for which **We** were on risk.
- 6.21 **Reasonable Care to Mitigate Losses** – If **You**, either prior to or during the **Period of Insurance** become aware of a situation which could, if not rectified, lead to a **Claim** or increase the quantum of a **Claim**, **You** will use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any liability under this **Policy**. Compliance with this condition shall be at **Your** own cost, unless otherwise agreed in writing by **Us**.
- 6.22 **Reporting of Claims** – **You** will give **Us** written notice of:
- a. any **Claim** made against **You**; or
  - b. the receipt of notice from, or information as to any intention by any party to claim against **You** ;as soon as practicable.
- 6.23 **Rights of Third Parties** –
- a. Each party acknowledges that the other party has entered into this **Policy** on behalf of and for the benefit of itself and its Affiliates and each of the other party's Affiliates shall be entitled to enforce and take the benefit of the terms of this **Policy** in accordance with the Contracts (Rights of Third Parties) Ordinance (CAP. 623).
  - b. Subject to clause 1, any person who is not a party to this **Policy** has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP. 623) or any other applicable law to enforce any term of this **Policy**.

#### 6.24 **Statutory Compliance**

If any provision in this **Policy** is inconsistent with the law of the country state or territory applying to any **Claims** made or actions instituted:

- a. where such provision can be read in a manner to make it valid and enforceable, it shall be read to the extent to achieve that result; or
- b. in any other case, such provision shall be deemed deleted from this **Policy** in order to make this **Policy** valid and enforceable.

6.25 **Subrogation of Rights** – Where **We** have paid a **Claim** under this **Policy**, **We** become entitled to all **Your** rights of recovery, and **You** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including but not limited to the execution of documents and giving of evidence necessary to enable **Us** to effectively bring suit in **Your** name.

**We** will not subrogate against any principal, partner, director or **Employee** or former **Employee** of **Yours** under this **Policy** unless that person is found to have committed an act that would otherwise have been excluded by Exclusion 6.5 Intentional Acts (Fraudulent, Dishonest and Criminal Acts and Statutory Breaches).

6.26 **Territorial Limitation** – The cover provided by this **Policy** shall apply to civil liability incurred anywhere in the world, except within the United States of America or the Dominion of Canada or any other territory coming within the jurisdiction of the courts of the United States of America or the Dominion of Canada

6.27 **Your Right to Contest** – In the event that **We** recommend a settlement in respect of any **Claim** and **You** do not agree that such **Claim** should be settled, **You** may elect to contest such **Claim**, provided that **Our** liability in connection with such **Claim** shall not exceed the amount for which the **Claim** could have been settled plus the **Costs and Expenses** incurred with **Our** written consent up to the date of such election, less the **Deductible**.

## 7 **DEFINITIONS**

7.1 **Claim** – means:

- a. the receipt by **You** of any written or verbal notice of demand for **Compensation** made by a third party against **You**;
- b. any writ, statement of claim, summons, application or other originating legal or arbitral process, cross-claim, counter-claim or third or similar party notice served upon **You**.

7.2 **Compensation** – means monies paid or agreed to be paid by judgment, award or settlement for civil liability and/or costs of non-monetary civil relief, including any costs awarded against **You**.

7.3 **Costs and Expenses** – mean the reasonable legal costs and expenses incurred either by **Us** or, with **Our** prior written consent by **You**:

- a. in the investigation of facts or circumstances which may give rise to a **Claim**; and/or
- b. in the investigation, defence or settlement of a **Claim**; and/or

- c. in connection with a formal, regulatory or administrative investigation, proceeding or inquiry (including coronial inquiry) into facts which may give rise to a **Claim** and in relation to which **Your** participation became mandatory during the **Period of Insurance**.
- 7.4 **Deductible** – means the amount **You** first bear in relation to each **Claim** and as specified in the **Schedule**. The **Deductible** applies to all amounts payable under this **Policy** including the cover provided under clause 2.2 **Costs and Expenses**.
- 7.5 **Documents** – means deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature, whatsoever, whether written, printed or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.
- 7.6 **Education Duty** – means the provision of educational services including educational instruction, tuition, class content, examination, grading practices, guidance counseling, career guidance, student enrolment, admission procedures, expulsion procedures, and participation in any extra curricular activities.
- 7.7 **Family Member** – means:
- a. any spouse, companion (who permanently resides with **you**), or domestic partner of **Yours**; or
  - b. any parent of **Yours**, or parent of **Your** spouse, partner or companion; or
  - c. any sibling or child of **Yours**.
- 7.8 **Limit of Indemnity** – means the applicable limit of liability specified in the **Schedule**.
- 7.9 **Named Insured** – means the person, specified as the insured in the **Schedule**.
- 7.10 **Period of Insurance** – means the period specified in the **Schedule**.
- 7.11 **Policy** – means this document, the **Proposal Form**, the **Schedule** and each endorsement issued by **Us** and attached or intended to be attached to it.
- 7.12 **Proposal Form** – means the written proposal made by **You** to **Us** containing particulars and statements which, together with any other information provided by **You** to **Us**, form the basis of this **Policy**.
- 7.13 **Retroactive Date** – means the date stated as the retroactive date in the **Schedule**.
- 7.14 **(re)insurer** shall mean QBE Hongkong & Shanghai Insurance Limited.
- 7.15 **Schedule** – means the schedule of insurance including any endorsement schedule given to **You** by **Us**.
- 7.16 **We, Our, Us** – means QBE Hongkong & Shanghai Insurance Limited.
- 7.17 **You, Your, Yours** – means:
- a. the **Named Insured**;
  - b. the estates, heirs, legal representatives or assigns in the event of the death or incapacity of any person described in clauses 7.17.a provided that such persons observe and are subject to all the terms of this **Policy** insofar as they can apply.



7.18 **Your Professional Practice** – means the profession engaged by **You** under the name stated in the **Schedule** and as described in the **Schedule**.

### **Personal Information Collection Statement**

**QBE Hongkong & Shanghai Insurance Limited** (“the Company”) may use the personal data the Company collects about you, which may include your name, address and other contact details, date of birth, bank account or credit card details, HK ID card number, information about your dependents and health records, and which we may collect when, for example, you apply for, renew or make a claim under a policy and/or you correspond with us, for the following purposes:

#### **Insurance Services (mandatory)**

1. processing and assessing of applications for any insurance products and daily operation of the related services;
2. administering your insurance policy and providing services in relation to your insurance policy;
3. any alterations, variations, cancellation or renewal of any insurance and related services;
4. investigating, analyzing, processing and paying claims made under your insurance policy;
5. invoicing and collecting premiums and outstanding amounts from you;
6. exercising any right under the insurance policy including right of subrogation, if applicable;
7. complying with the requirements under any law and regulation, industry codes, guidelines, requests from regulators, industry bodies, government agencies, law enforcement agencies and court orders;
8. to conduct research, insurance survey and analysis for the purpose of product design and development and improvement of our services to you;
9. for statistical or actuarial research undertaken by the Company, other members of the QBE Group or its regulators;
10. for the operation and administration of the Company's internal business including without limitation any corporate reorganisation;
11. contacting you for any of the above purposes; and
12. other ancillary purposes which are directly related to the above purposes.

The personal data you provide to the Company may be provided or transferred to the following persons in Hong Kong or overseas for the purposes set out in the above paragraph or directly related purposes or as otherwise permitted by applicable law:

- a. any agent, advisor, contractor or third party service provider (whether within or outside the QBE Group) who provides administrative, telecommunications, computer, payment, debt collection, security, research, ratings, consulting services, product design, marketing (where you have consented to direct marketing as described below), data processing or storage or related services or any other person 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.
- 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 purposes referred to in (b) above or directly related purposes;
  - d. government bodies, regulators or any other body to whom the Company or any company within the QBE Group is required to or has agreed to make disclosure under any applicable laws or regulations;
  - e. lawyers;
  - f. auditors; and
  - g. other insurance companies within the QBE Group which have undertaken to keep such information confidential.

Some of these persons may be located in countries overseas, namely Australia and Philippines.,

In the unlikely event that the Company, any companies within the QBE Group, or its or their brands or substantially all of any of its or their assets are acquired by an unrelated third party, your personal data may be one of the transferred assets. By providing your personal data to the Company, you agree that the Company may disclose your personal data, on a confidential basis, to any prospective transferee and its professional advisors for the purposes of their due diligence investigations, the completion of any such transaction and the continued operation of the acquired business.

You do not have to provide your personal data to the Company, but if you do not provide certain personal data (for example, the information indicated as mandatory on the relevant application, registration or renewal forms, or your contact details if you send us an enquiry), it would not be possible for the Company to process your application and render the services or to otherwise correspond with you.

The Company is committed to ensuring your personal data is kept secure and confidential and not kept for longer than is necessary.

#### **Direct Marketing of Products and Services**

To provide a more comprehensive range of financial and insurance services, the Company would like to use your name and the contact details you provide to us (for example, your mobile phone number, residential phone number, office phone number, residential address, correspondence address and email address), alongside information that you provide about your age, gender and occupation (the "Marketing Personal Data"), to provide you with direct marketing communications about the Company's products and services including but not limited to the Company's insurance, banking, financial services, provident schemes and general insurance products but the Company cannot do so without your consent.

The Company intends to share, from time to time and for money and other property, your Marketing Personal Data with QBE General Insurance (Hong Kong) Limited for the purpose of marketing to you their general insurance products and services, but we will not do so without your written consent.

If you do not want to receive any direct marketing, you may withdraw your consent at any time free of charge by contacting the Company's Data Protection Officer below.

#### **Your rights**

You have the right to ascertain the Company's policies and practices in relation to personal data, and to obtain access to and to request correction of your personal data held by the Company. Your right to access your personal data may be subject to payment of an administrative fee. Requests for such access or correction, to withdraw consent for direct marketing, or for further information about our data privacy policies and practices, can be made in writing to the Data Protection Officer, QBE Hongkong & Shanghai Insurance Limited, 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.

SPECIMEN

**Union Faith Insurance Agency Limited**

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