

**Block Insurance Policy for Aided and Caput Schools
from 1 September 2017 to 31 August 2019**

Insurance Specifications

(This document provides only a brief description of the coverage of the Block Insurance Policy and does not form part of the policy. It is subject to the interpretation of the original wording of the policy.)

I) INSURED:

The Government of the Hong Kong Special Administrative Region and/or Education Bureau and/or the Insured Schools and/or the School Management Committee of each Insured School and/or the Incorporated Management Committee of each Insured School and/or each member of each such School Management Committee and/or each member of each such Incorporated Management Committee.

II) INSURED SCHOOLS:

All aided schools i.e. primary schools, secondary schools and special schools (with boarding section, if appropriate) in receipt of aid from the Government of the Hong Kong Special Administrative Region under the respective terms of the Code of Aid for Primary Schools, Code of Aid for Secondary Schools, Code of Aid for Special Schools and Code of Aid for Aided Schools, all aided and Caput schools before full conversion into schools under the Direct Subsidy Scheme and all private non-profit-making schools in receipt of Government assistance under the Rules governing Caput Schools (whether or not any such school has an existence in law capable of suing or being sued).

III) BUSINESS OF THE INSURED:

Schooling, educational activities and any other activities incidental or otherwise directly related to any schooling or educational activities including training, curricular and extra-curricular activities (outdoor or indoor, within or outside the premises of the Insured, during or outside school time, within or outside Hong Kong) organised or endorsed by an Insured School (including, without limitation, any schooling and/or educational activities jointly held with the Education Bureau or otherwise at the instruction of the Education Bureau).

IV) INSURANCE COVERAGE:

4.1 Public Liability Insurance

Coverage:

The Insured's legal liability to pay damages in respect of

- 1) Injury to any person; and/or
- 2) accidental loss of or damage to any property

Limit of Liability:

HK\$100,000,000 for any one occurrence and unlimited in aggregate for the entire Period of Insurance.

Supplementary Payment:

- 1) All costs and expenses recovered by any person from the Insured
- 2) Costs of defence
- 3) Costs of legal representation
- 4) All other costs and expenses incurred with the written consent of the Insurer

The above-mentioned limit of liability does not apply to the Supplementary Payment.

Extensions:

- 1) Insurer will indemnify the Insured against legal liability arising from loss of or damage to Insured Premises (or fixtures and/or fittings thereof) or other properties or equipment hired or rented or otherwise available to the Insured, provided that this liability is not assumed by the Insured under a tenancy or other agreement which would not have attached in the absence of such tenancy or agreement.
- 2) Employees, Voluntary Helpers and Students will be treated as Insured whilst engaged in the Business of the Insured.
- 3) Each of the parties comprising the Insured shall be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties.
- 4) Legal liability in respect of loss of or damage to any mechanically propelled vehicles (including spare parts, accessories and other contents) thereon left in any garage/parking space belonging to or under the care, custody and control of the Insured.
- 5) Legal liability in respect of first aid and other similar treatment rendered by the Insured, but excluding any treatment rendered by the registered and/or voluntary medical practitioner.
- 6) Legal liability arising out of or caused by or in connection with the advertising signs and/or decorations or the like owned, used or managed by the Insured.
- 7) Legal liability in respect of damage to the property of third parties arising out of the use of water or chemical by the Fire Services Department to extinguish a fire in the Insured Premises.
- 8) Legal liability arising out of or caused by or in connection with loading and/or unloading of motor vehicles including delivery or collection of the load to and from vehicles.
- 9) Legal liability arising out of or caused by any animal raised or kept by the Insured.
- 10) Legal liability arising out of or caused by or in connection with exhibitions, education fairs and conferences organized or participated by the Insured to be held within the Geographical Limit.
- 11) Contingent liability arising out of or caused by or in connection with alteration, addition, repair or maintenance of the Insured Premises provided that each of such works does not exceed HK\$2,000,000 in value.
- 12) Legal liability arising from poisoning by food and drinks supplied by the Insured at or from any Insured Premises, but excluding drugs and medicine.
- 13) Legal liability arising from the presence of school managers and/or any member of a School Management Committee and/or any member of an

Incorporated Management Committee and/or any other Employees of the Insured school outside Hong Kong whilst engaged in the Business of the Insured Schools.

- 14) Legal liability in connection with any alterations, additions, repair or maintenance to lifts or elevators or escalators.
- 15) Legal liability arising directly or indirectly from boilers or other vessels under pressure.
- 16) The Insurer agrees to waive all rights of subrogation which the Insurer may have or acquire against any of the parties comprising the Insured.
- 17) Legal liability arising from defective sanitary installation.
- 18) Legal liability of Premises Owners and/or Landlord who permit the Insured to occupy or use premises/facilities for carrying out the Business of the Insured.
- 19) Legal liability of Sponsoring Body arising out of or caused by or in connection with the Business of the Insured.
- 20) Legal liability arising from activities of Insured's staff association, parent-teacher association and student association.
- 21) Legal liability arising from the use of premises provided by the Insured to a boarding staff or Student.
- 22) Legal liability arising from the use of any motor vehicle not the property of or provided by the Insured, but used for the purpose of the Business of the Insured.
- 23) Legal liability arising out of cleaning, security, catering contracts and the like performed for the Insured by contractors and/or sub-contractors.
- 24) Legal liability arising out of the use of lifts, machinery and plant.
- 25) Legal liability arising from radioactive materials for school experimental activities.
- 26) Legal liability arising from loss of or damage to Students' and Employees' personal effects and belongings.

Exclusions:

The Insurer will not indemnify the Insured in respect of -

- 1) Injury or damage caused by or arising in connection with the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle, or trailer attached thereto, licensed for road use or for which a certificate of motor insurance is required, any aircraft or other aerial device, any hovercraft, any water-borne craft and any locomotives.
- 2) damage caused by foul berthing or foul mooring.
- 3) any claim arising under the Employees' Compensation Ordinance.
- 4) damage to property owned by or held in trust by or in the care, custody or control of the Insured.
- 5) damage to any land structure building or property due to or alleged to be due to vibration or subsidence or the removal or weakening of or interference with support of such land structure building or property or liability arising in consequence of such damage.
- 6) the costs of making good faulty or inferior workmanship.
- 7) advice, design, specification given or provided by the Insured in return for a fee in a professional capacity or any breach of duty owed by the Insured in a professional capacity.
- 8) libel and/or slander on the part of the Insured or Employee of the Insured.
- 9) punitive or exemplary damages awarded against the Insured.
- 10) Injury to third parties or property damage of third parties arising out of the

discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants onto or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is a sudden, accidental, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place.

- 11) compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong.
- 12) costs and expenses of litigation recovered by a claimant from the Insured which are not incurred in and recoverable in Hong Kong.
- 13) loss, damage, cost or expense of whatsoever nature arising from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- 14) loss, damage, cost or expense directly or indirectly arising from biological or chemical contamination; and missiles, bombs, grenades, explosives due to any act of terrorism.
- 15) loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos.
- 16) losses of any kind directly or indirectly caused by, arising from, or consisting of, in whole or in part:-
 - (i) the use or misuse of the Internet or similar facility;
 - (ii) any electronic transmission of data or other information;
 - (iii) any computer virus or similar problem;
 - (iv) the use or misuse of any Internet address, Web site or similar facility;
 - (v) any data or other information posted on a Web site or similar facility;
 - (vi) any loss of data or damage to any computer system, including but not limited to hardware or software;
 - (vii) the functioning or malfunctioning of the Internet or similar facility, or of any Internet address, Web site or similar facility; or
 - (viii) any infringement, whether intentional or unintentional, of intellectual property rights.
- 17)
 - (i) loss of or damage to data or software caused by deletion, corruption or deformation of the original structure and any consequential losses; and
 - (ii) loss or damage resulting from impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any consequential losses resulting from such loss or damage.

Jurisdiction: The Hong Kong Special Administrative Region

Geographical Limit:

The Hong Kong Special Administrative Region and extended to worldwide for temporary visits by the Insured.

4.2 Employees' Compensation Insurance

Coverage:

The liability of the Insured by way of compensation to Employees for death or injury by accident or disease arising out of and in the course of employment either

under the Employees' Compensation Ordinance or otherwise at law.

Limit of Liability:

HK\$100,000,000 per any one event for each Insured School including costs and expenses and irrespective of the number of persons or Insured claiming to be indemnified and unlimited in aggregate for the entire Period of Insurance.

Extensions:

In the event of any employee of the Insured

- 1) whilst traveling to or from his place of work, if he is instructed to execute duties of the Insured outside his normal hours of work, or if his attendance at his place of work is required by the Insured during extra-ordinary weather conditions.
- 2) whilst using the catering facilities provided by the Insured being injured or killed.
- 3) whilst staying within the Insured Premises during meal and lunch time being injured or killed.
- 4) whilst participating in sports and social functions or activities organized or endorsed by the Insured.

Terrorism Endorsement

In respect of any bodily injury or death by accident or disease directly or indirectly caused by, resulting from or in connection with any act of terrorism, the limit of indemnity shall be such amount which the Insurer actually receives from the Government of HKSAR pursuant to an Agreement for Provision of Facility.

Exclusions

- (a) any legal liability arising from any late payment surcharge for which the Insured may become liable under the Employees' Compensation Ordinance;
- (b) the Insured's liability to employees of contractors to the Insured;
- (c) any person who is not an "Employee" within the meaning of the definition of "Employees" for the purposes of Employees' Compensation Insurance; and
- (d) any liability arising from Pneumoconiosis and Mesothelioma or Noise-Induced Deafness as defined in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance and Occupational Deafness (Compensation) Ordinance.

Jurisdiction: The Hong Kong Special Administrative Region

Geographical Limit:

The Hong Kong Special Administrative Region and extended to worldwide for temporary visits by the Insured.

4.3 Group Personal Accident

Coverage:

Accidental Death and Disablement benefit to each Student (subject to the Compensation Table) provided that

- (a) such Accident occurs whilst the Student is participating in any Business of the Insured; and

- (b) any claim made shall be lodged with the Insured no later than 3 years from the date of Accident causing such death or relevant Permanent Disablement.

Any Permanent Disablement not specified in the Compensation Table, the percentage of Permanent Disablement shall be provided for approval by the Insurer.

Limit of Liability:

Maximum amount of HK\$200,000 each Student according to the Death & Permanent Disablement Scale.

Exclusions

The insurance under this Policy does not apply to injury directly or indirectly consequent upon:

- (a) suicide, self-destruction, self-inflicted injury, or any attempt thereat whether sane or insane;
- (b) the Students having taken a drug, unless it is proved that the drugs was taken in accordance with medical prescription and not for treatment of drug addiction;
- (c) any kind of sickness or disease; or
- (d) any venereal disease or AIDS.
- (e) any loss as the sole result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined.

Geographical Limit:

The Hong Kong Special Administrative Region and extended to worldwide for temporary visits by the Insured

V) SPECIAL CONDITIONS

Errors and Omission Clause

This insurance shall not be prejudiced by any unintentional or inadvertent errors and omissions provided notice is given to the Insurer as soon as practicable upon discovery of any such error or omission.

Contracts (Right of Third Parties) Ordinance

Nothing in this insurance confers or purports to confer on any third party any benefit or any right to enforce any term of the insurance pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

VI) GENERAL EXCLUSIONS & CONDITIONS

As per the original policy.