

## Malpractice Liability Insurance Policy

### For Individual Chinese Medicine Practitioner

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## A. THE COVER

### Preamble

In consideration of payment of the Premium, QBE will provide indemnity in accordance with, and subject to, the terms of this Policy.

### SECTION 1 – INSURING CLAUSES

#### 1.1 Insuring Clause A

QBE agrees to indemnify the Insured against legal liability for any Claim for compensation first made against the Insured during the Period of Cover and which is notified in writing to QBE during the Period of Cover arising from Malpractice by reason of any negligent act, error or omission committed or alleged to have been committed on the part of the Insured.

#### 1.2 Insuring Clause B

QBE agrees to pay, the Costs and Expenses incurred with the written consent of QBE in the defence or settlement of any Claim covered by this Policy. PROVIDED ALWAYS THAT such Costs and Expenses shall be part of, and **not** in addition to, the Limit of Indemnity.

#### 1.3 Individual Policy

Coverage afforded by the Insuring Clauses of this Policy is limited to medical services directly provided to Patients by the Insured only.

QBE agrees to extend coverage to any Claim made against the Insured arising from Malpractice by reason of any negligent act, error or omission committed or alleged to have been committed on the part of any Employee for whose acts, errors or omissions the Insured is legally liable, PROVIDED ALWAYS THAT,

- (a) the name of any such Employee was declared to and noted by QBE already; and
- (b) the Employee must not be a registered Chinese Medicine Practitioner under the Chinese Medicine Ordinance ( Cap. 549 of the Laws of Hong Kong); and
- (c) such negligent act, error or omission was committed or alleged to have been committed in the course of medical services rendered by any such Employee at the direction of and under full supervision of the Insured.
- (d) such coverage shall not extend to any Employee.

#### 1.4 Retroactive Date

- (a) "Unlimited Retroactive Cover" – unless a Retroactive Date is specified in the Schedule, this Policy shall provide cover in respect of acts, errors or omissions committed (or alleged to have been committed) irrespective of when such acts, errors or omissions were committed (or were alleged to have been committed).
- (b) "Limited Retroactive Cover" – where a Retroactive Date is specified in the Schedule, then this Policy shall only provide cover in respect of acts, errors or omissions committed or alleged to have been committed on or after the Retroactive Date.

### SECTION 2 – EXTENSIONS

#### 2.0 PREAMBLE

QBE shall provide indemnity as is available under this section, for **nil additional premium**, PROVIDED ALWAYS THAT:

- (a) each Extension is subject to the Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Deductible and other terms of this Policy (unless otherwise stated herein);
- (b) the inclusion of any Extension shall not increase the Limit of Indemnity.

## 2.1 Coroner's Enquiries

QBE agrees to pay Costs and Expenses incurred by the Insured with the written consent of QBE, arising out of the representation of the Insured at any coroner's enquiry at which the Insured is legally required to attend.

## 2.2 Emergency First Aid

QBE agrees to provide coverage in respect of any Claim made against the Insured in respect of any legal liability arising from the rendering of emergency first aid assistance to any person by the Insured.

## 2.3 Estates and Legal Representatives

QBE agrees to provide coverage to the estates, heirs, legal representatives or assigns of any Insured in the event of the death or incapacity of such Insured. PROVIDED ALWAYS THAT such persons shall observe and be subject to all the terms of this Policy insofar as they can apply.

## 2.4 Dispensing Clause

QBE agrees to provide coverage in respect of any Claim made against the Insured alleging negligent dispensing of Chinese Medicine as herein defined in this Policy (Definition E1).

For avoidance of doubt, this Policy excludes any Claim alleging defect/poor quality of the Chinese Medicine or any liability resulting from the failure of the Chinese Medicine to cure, alleviate, prevent, eliminate or retard disease/injury/illness which the Chinese Medicine are represented, warranted, designed or agreed by the Insured to cure, alleviate, prevent, eliminate or retard.

## 2.5 Libel and Slander

QBE agrees to provide coverage in respect of any Claim made against the Insured, by any person, for libel or slander by reason of words written or spoken provided that such Claim arises out of the conduct of the Professional Business Practice.

## 2.6 Loss of Documents

QBE agrees to provide coverage arising from the loss of any Documents (including but not limited to Documents which are the property of the Insured) which have been destroyed, damaged, lost or mislaid and, after diligent search, cannot be found. PROVIDED ALWAYS THAT:

- (a) the discovery of such loss of Documents occurred during the Period of Cover and was notified in writing to QBE 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 QBE with the approval of the Insured;
- (c) such coverage shall be limited to the loss of any Documents which were in the physical custody or control of the Insured or any other person to whom the Insured entrusted, lodged or deposited such Documents in the ordinary course of business;
- (d) in respect of each Claim by the Insured the amount of the Deductible shall be borne by the Insured at their own risk and QBE shall only be liable to indemnify the Insured 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.
- (f) Deductible of HKD 5,000 each and every Claim will apply.

## B. EXCLUSIONS

QBE shall not be liable under this Policy to provide indemnity in respect of any Claim against the Insured:

### 1. Prior or Pending

- (a) made, threatened or intimated against the Insured Prior to the commencement of the Period of Cover;
- (b) directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
  - (i) of which written notice has been given, or ought reasonably to have been given, under any previous policy; or
  - (ii) of which the Insured first became aware prior to the commencement of the Period of Cover, and which the Insured knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy.

### 2. Fraud and Dishonesty

directly or indirectly based upon, attributable to, or in consequence of:

- (a) any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of any Insured or their consultants, sub-contractors or agents; or
- (b) any act or omission of any Insured or their consultants, sub-contractors, or agents committed or alleged to have been committed with a reckless disregard for the consequences thereof; or
- (c) willful breach of any statute, contract or duty by the Insured or their consultants, sub-contractors, or agents.

### 3. Assumed Duty or Obligation

directly or indirectly based upon, attributable to, or in consequence of

- (a) any duty or obligation assumed by the Insured which is not assumed in the normal conduct of the Insured's Professional Business Practice, or
- (b) any duty or obligation which the Insured assumes solely as a result of acting as a director of any company or trustee of any trust.
- (c) any liability imposed upon the Insured pursuant to any contract if such liability would not have been imposed upon the Insured in the absence of any such contract.

### 4. Clinical Trials

directly or indirectly based upon, attributable to or in consequence of:

- (a) any liability incurred or alleged to have been incurred arising out of any activity conducted by the Insured or by anyone for whose acts the Insured may be liable in connection with a Clinical Trial.
- (b) any services provided to a pharmaceutical company.

### 5. Billings

directly or indirectly based upon, attributable to, or in consequence of:

- (a) any trading debt incurred by the Insured or any guarantee given by the Insured for a debt.
- (b) any legal obligation to refund any fee charged to a Patient.

### 6. Related or Associated Parties

brought or maintained by or on behalf of any person who, at the time of the negligent act, error or omission giving rise to the Claim, is a "Family Member".

## **7. Obligations to Employees**

directly or indirectly based upon, attributable to, or in consequence of bodily injury, mental injury, sickness, disease or death of any Employee of the Insured or damage to or destruction of any property of any Employee, including loss of use, arising out of, or in the course of, their employment.

## **8. Occupiers Liability and Property Damage**

directly or indirectly based upon, attributable to, or in consequence of:

- (a) any liability incurred or alleged to have been incurred as a result of any occupation or ownership of any real property by the Insured;
- (b) physical loss of, damage to, or destruction of, any tangible property (other than any Documents), including loss of use thereof Loss of Profits or any consequential loss.

## **9. Intoxicants and Drugs and Alcohol**

arising out of medical services rendered by the Insured while under the influence of intoxicants or drugs or alcohol or any failure to render medical services competently or at all because of such influence.

## **10. Fines and Penalties**

for punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law, including but not limited to, civil penalties, awards of statutory compensation and/or damages under the Companies and/or Securities and Futures Ordinances and related legislation.

## **11. Nuclear**

directly or indirectly based upon, attributable to, or in consequence of ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel. PROVIDED ALWAYS THAT this Exclusion shall not apply to legal liability arising from radioisotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively or incidental to ordinary industrial, education, medical or research pursuits.

## **12. Supply of Goods**

arising from the sale, supply, installation, alteration, modification or manufacture of goods by or on behalf of the Insured.

## **13. War**

- (a) directly or indirectly based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of any government or public local authority.
- (b) directly or indirectly based upon, attributable to, or in consequence of any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the Claim resulting therefrom is accidental or intentional.

## **14. Terrorism**

directly or indirectly based upon, attributable to, or in consequence of 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, QBE shall not be liable under this Policy to indemnify 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.
- (b) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

#### **15. Absolute Asbestos**

directly or indirectly based upon, attributable to, or in consequence of the existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

#### **16. Surgery**

directly or indirectly based upon, attributable to or in consequence of the performance of any kind of surgical operation including but not limited to cosmetic plastic surgery (further including hair transplants).

#### **17. AIDS/HIV and Hepatitis Non A**

arising from Hepatitis B, C or D or any condition directly or indirectly caused by, or associated with, the human immunodeficiency syndrome (HIV) initially named as either HTLV III or LAV or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.

#### **18. Beauty and Body Slimming**

arising out of medical services rendered to any Patient by the Insured for the purposes of beauty or, body slimming/losing weight, or the like.

#### **19. Abortion**

directly or indirectly based upon, attributable to or in consequence of abortion of any Patient.

#### **20. Injection**

directly or indirectly based upon, attributable to or in consequence of any kind of injection.

#### **21. Products Liability**

directly or indirectly based upon, attributable to, or in consequence of any liability incurred or alleged to have been incurred arising out of:

- (a) any defect and/or poor quality and/or deficiency in quality of the Chinese Medicine.
- (b) Chinese Medicine containing any metal and/or chemical.
- (c) any mal-function of machine used for medical service purpose.

#### **22. Chinese Medicine Ordinance Compliance**

directly or indirectly based upon, attributable to or in consequence of medical services / advice / treatment which is not in compliance with the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong).

#### **23. 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.

## C. CLAIMS CONDITIONS

### 1. Reporting and Notice

- (a) It is a condition precedent to the right of the Insured to be indemnified under this Policy that the Insured shall give to QBE written notice as soon as practicable of any Claim made against the Insured PROVIDED ALWAYS THAT such written notice is given to QBE during the Period of Cover.
- (b) Notice of any Claim shall be given in writing to QBE, and delivered to:

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

### 2. Notification of Circumstance

If during the Period of Cover, the Insured becomes aware of any fact or circumstance that may give rise to a Claim under this Policy the Insured shall as a condition precedent to their right to be indemnified under this Policy give notice in writing to QBE of such fact or circumstance, then any Claim which may subsequently arise out of such fact or circumstance shall be deemed to be a Claim made during the Period of Cover. PROVIDED ALWAYS THAT such written notice is given to QBE during the Period of Cover.

### 3. Defence and Settlement

- (a) The Insured agrees not to settle any Claim, incur any Costs and Expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim without QBE's written consent, such consent not to be unreasonably withheld. QBE shall not be liable for any settlement, Costs and Expenses, admission, offer or payment, or assumed obligation to which it has not consented.
- (b) QBE shall be entitled at any time to conduct, in the name of the Insured, the defence or settlement of any Claim.
- (c) QBE may, if it believes that any Claim will not exceed the Deductible, instruct the Insured to conduct the defence of the Claim. In such situation, QBE will reimburse the Insured for all reasonable Costs and Expenses in the defence of the Claim in the event that any payment made to dispose of the Claim exceeds the Deductible.

### 4. Insured's Right to Contest

In the event that QBE recommends settlement in respect of any Claim and the Insured does not agree that such Claim should be settled, then the Insured may elect to contest such Claim. PROVIDED ALWAYS THAT QBE's liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled plus Costs and Expenses incurred with QBE's written consent up to the date of such election.

### 5. Legal Counsel Clause

- (a) QBE shall not require the Insured to contest any Claim unless a legal counsel (to be mutually agreed upon by the Insured and QBE) shall advise that such Claim should be contested.
- (b) In formulating such advice, legal counsel shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the claimant, the likely Costs and Expenses and the prospects of the Insured successfully defending the Claim.
- (c) The costs of such legal counsel's opinion shall be regarded as part of the Costs and Expenses.

### 6. Claims Mitigation and Co-operation

- (a) The Insured shall, as a condition precedent to their right to be indemnified under this Policy, exercise reasonable care and skill and do and concur in doing all things reasonably practicable to avoid or diminish any liability hereunder.
- (b) The Insured shall, as a condition precedent to their right to be indemnified under this Policy, frankly and honestly disclose to QBE all relevant information and, in addition shall provide assistance to QBE, as it may require to enable it to effectively investigate and to defend or resolve any Claim under this Policy and/or to enable QBE to determine its liability under this Policy.
- (c) Other than Costs and Expenses incurred to enable QBE to determine its liability under this Policy, compliance with this Condition shall be at the Insured's own cost, unless otherwise agreed in writing by QBE.

## **7. Subrogation**

In the event of any payment under this Policy, QBE shall be subrogated to the extent of such payment to all the Insured's rights of recovery, and the Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable QBE effectively to bring suit in the name of the Insured.

## **8. Fraudulent Claims**

If any Claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy all benefit hereunder shall be forfeited.

# **D. GENERAL CONDITIONS**

## **1. Limit of Indemnity**

QBE's total liability under this Policy for any one Claim and in the aggregate in respect of all Claims shall not exceed the Limit of Indemnity specified in the Schedule.

## **2. Deductible**

- (a) In respect of each Claim made against the Insured the amount of the Deductible shall be borne by the Insured at their own risk and QBE shall only be liable to indemnify the Insured for that part of any Claim which is in excess of the Deductible.
- (b) Where QBE has elected to pay all or part of the Deductible in respect of any Claim, the Insured shall, within seven (7) days from the date of such payment, reimburse QBE for such payment.
- (c) In respect of any Claim where the amount of the Claim is less than the amount of the Deductible, the Insured shall bear all Costs and Expenses associated therewith unless QBE shall have agreed to meet such Costs and Expenses pursuant to Insuring Clause B.
- (d) Where QBE deems it necessary to appoint advisors to determine liability of the Insured or to resolve a Claim, such Costs and Expenses, up to the amount of the Deductible, shall be borne by the Insured.
- (e) Any Costs and Expenses incurred by QBE to determine whether QBE has a liability to indemnify the Insured under this Policy shall not be subject to the Deductible but shall be borne by QBE.
- (f) If any Claim against the Insured involves more than one negligent act, error or omission, the Deductible shall apply to each such negligent act, error or omission separately.
- (g) All causally connected or interrelated negligent acts, errors or omissions shall jointly constitute a single act, error or omission under this Policy.
- (h) All Claims which are attributable to or arise out of the same cause or event shall be deemed to constitute one Claim under this Policy.

## **3. Alteration to Risk**

The Insured shall give to QBE written notice as soon as practicable of any material alteration to the risk during the Period of Cover including:

- (a) the Insured going into voluntary bankruptcy, receivership, or liquidation or the Insured failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding up proceedings;

(b) any material change in the nature of the professional services offered by the Insured.

#### **4. Territorial Cover**

The coverage provided under this Policy shall limit to legal liability arising out of acts, errors or omissions committed in Hong Kong Special Administrative Region (HKSAR) only

#### **5. Jurisdictional Cover**

The coverage provided under this Policy shall limit to any Claim brought in a court of law in Hong Kong Special Administrative Region (HKSAR) only.

#### **6. Cancellation**

- (a) The Insured may cancel this Policy at any time by notifying QBE in writing and QBE will provide a refund of Premium for the unexpired Period of Cover in accordance with the QBE short-period rate.
- (b) QBE may cancel this Policy by giving thirty (30) days notice in writing to the Insured at the Insured's last known address and QBE will provide a pro-rata refund of Premium for the unexpired Period of Cover.

#### **7. 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 authorized employee of QBE.

#### **8. Other Insurance**

If at the time a Claim arises under this Policy the Insured is or would but for the existence of this Policy be entitled to indemnity under any other policy, policies or medical defence organization, QBE shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected.

#### **9. Maintain Records**

It is a condition precedent to the right of the Insured to be indemnified under this Policy that the Insured shall at all times maintain accurate and proper records of all Patients and descriptive records of all medical services rendered, including but not limited to all prescription tendered to Patients, and equipment used in procedures, for a period of ten (10) years from the date that the medical services are rendered or treatment provided. The Insured shall give QBE, or their duly authorised representative, access to these records insofar as they pertain to any Claim under the Policy.

#### **10. Policy Construction and Interpretation**

- (a) The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the law of the state, administrative region, territory or country in which this Policy is issued, and any dispute relating thereto shall be submitted to the exclusive jurisdiction of the courts of such state, administrative region, territory or country.
- (b) The marginal notes and titles of paragraphs in this Policy are included for descriptive purpose only and do not form part of this Policy for the purpose of its construction or interpretation.
- (c) Under this Policy, the masculine includes the feminine, and the singular includes the plural and vice versa.

#### **11. Professional Instruments**

It is a condition precedent to the right of the Insured to be indemnified under this Policy that any tool or implement used or intended for use in the conduct of the Professional Business Practice shall be:

- (a) in full and strict compliance with the Chinese Medicine Ordinance ( Cap.549 of the Laws of Hong Kong), and
- (b) in accordance with the Department of Health guidelines, and

- (c) handled, used and stored in accordance with the manufacturers' instructions, and
- (d) should it be intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) and where advised by the manufacturers and approved by the Department of Health to be used more than once, sterilised prior to such use, using only sterilised apparatus specifically advised by the manufacturer and in accordance with instructions, recommendations and guidelines of such manufacturer.

## 12. Rights of Third Parties

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).

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

## E. DEFINITIONS

1. **"Chinese Medicine"** shall mean the Chinese herbal medicines specified in schedule 1 and schedule 2 of the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong).
2. **"Claim"** shall mean:
  - (a) the receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured; or
  - (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 the Insured.
3. **"Clinical Trial"** shall mean an organised study or test that uses human or animal subjects to develop effectiveness or safety data for a designated treatment, procedure, or products.
4. **"Costs and Expenses"** shall mean the expenses incurred by or on behalf of the Insured or QBE in the investigation or defense of a Claim and shall include legal costs and disbursements.
5. **"Deductible"** shall mean the amount of the deductible as specified in the Schedule, and shall include Costs and Expenses
6. **"Documents"** shall mean 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 instruments.
7. **"Employee"** shall mean any person employed under a contract of service or apprenticeship with the Insured or any entity or subsidiary in relation to whom coverage is provided pursuant to section 2 of the Policy during or prior to commencement of the Period of Cover.
8. **"Family Member"** means:
  - (a) any spouse, companion (who permanently resides with the Insured), or domestic partner;
  - (b) any parent, or parent of the spouse or their partner or companion;
  - (c) any sibling or child;
 of the Insured.
9. **"Insured"** shall mean the person specified as the Insured in the Schedule.
10. **"Limit of Indemnity"** shall mean the limit of liability under this Policy as specified in the Schedule and shall include Costs and Expenses.
11. **"Malpractice"** shall mean the rendering of, or failure to render, medical services in the conduct of the Professional Business Practice carried on by the Insured which results in bodily injury, sickness, illness, mental injury or death of any Patient.
12. **"Patient"** shall mean any person admitted to the care of the Insured for the purposes of receiving medical services.
13. **"Period of Cover"** shall mean the period specified in the Schedule.

14. **"Professional Business Practice"** shall mean the business conducted by the Insured, as specified in the Schedule, whereby the Insured pursues his profession and which is conducted under the name specified as the Insured in the Schedule.
15. **"Policy"** shall mean:
  - (a) the Schedule, Insuring Clauses, Extensions, Conditions, Definitions, Exclusions and other terms contained herein; and
  - (b) any endorsement attaching to and forming part of this Policy either at inception or during the Period of Cover; and the Proposal.
16. **"Premium"** shall mean the premium specified in the Schedule or in any endorsement to the Schedule.
17. **"Proposal"** shall mean the written proposal made by the Insured to QBE containing particulars and statements which, together with other information provided by the Insured, are the basis of this Policy and are considered as incorporated herein.
18. **"QBE"** shall mean QBE Hongkong & Shanghai Insurance Ltd.
19. **"(re)insurer"** shall mean QBE.
20. **"Schedule"** shall mean the schedule to this Policy.

SPECIMEN