

Summary of Insurance

The following pages contain a brief description of individual insurance but it should not be treated as a replacement for the relevant policy documents, nor should it be treated as fully describing the insurance contracts. Each policy should be carefully read, in particular, the description in the policy of the coverage thereby provided as well as the exclusions and policy conditions.

Class	Employees' Compensation Insurance (Employer's Controlled Contractors EC) <Risk Attachment Basis>
Insured	<p>1. Employers: Swire Properties Ltd. &/or Swire Properties Management Ltd. &/or its subsidiaries</p> <p>2. Contractors: All Contractors, including but not limited to Nominated Sub-Contractors / Specialist Contractors, directly appointed by the Employers and/or their Sub-Contractors of any tiers</p> <p>for their respective rights and interests engaged in the Insured Project specified in the Policy and no other contract works, collectively insured hereunder pursuant to Subsection 40(1B) of the Employees' Compensation Ordinance (Chapter 282)</p>
Period of Insurance	<p>From 1st January 2016 to 31st March 2017 (both dates inclusive)</p> <p>subject to</p> <ul style="list-style-type: none"> - maximum duration of every Insured Contract not exceeding 24 months plus 12-month Maintenance / Defect Liability Period immediately thereafter; - any Insured Contract commenced and declared during the Period of Insurance
Coverage	<p>Against the Insured's legal liability under:-</p> <ul style="list-style-type: none"> - Employees' Compensation Ordinance - Subsequent Employees' Compensation (Amendment) Ordinance - Common Law <p>for bodily injury or death caused by accident or disease to all employees of the Insured Contractors arising out of and in the course of employment in connection with Insured Contract during Period of Insurance</p>
Limit Indemnity	<p>Liability under Employees' Compensation Ordinance and Common Law, subject to a limit of HK\$200 Million Any One Event</p> <p>The Limit shall include:-</p> <ul style="list-style-type: none"> - Claimant's cost and expenses - Cost of Defence - All other costs and expenses incurred with written consent of the Insurer
Insured Contract	All building (indoor/outdoor) works including but not limited to repair & maintenance, fit-out, building management and renovation works, such as concrete repair, carpark repainting, office reinstatement and re-partitioning, toilet & lobby renovation, air conditioning, fire services, plumbing, drainage, electrical etc. to be carried out by the Insured(s), subject to maximum value of every Insured Contract not exceeding HKD20,000,000
Jurisdiction	Hong Kong SAR
Geographical Limit	Anywhere within Hong Kong SAR
Clauses / Conditions	<ol style="list-style-type: none"> 1. Construction Site Exclusion (wording appended) 2. Extraordinary Weather Clause 3. Emergency Transportation Expenses Clause – Limit: HKD50,000 any one accident and in aggregate 4. Indemnity to subcontractors (W204) 5. Indemnity to Main Contractors (W358) 6. Joint Insured Clause 7. Non-Contribution Clause

	<p>8. Primary Insurance Clause 9. Run Off Liability Clause 10. Safety Belt Warranty (wording appended) 11. Sanction Clause 12. Terrorism Endorsement 13. Total Asbestos Exclusion 14. Witnessing Clause (W348)</p>
<p>Warranties <Breach of Warranties would cause the policy/cover to be void></p>	<p>It is hereby warranted that :</p> <ol style="list-style-type: none"> The Insured must comply with all Regulations and/or Ordinance regarding the erection of and/or use of and/or maintenance of and/or testing of scaffolding structures and/or safety belt; The scaffolding operation must not be carried out at outdoor if ANY rainstorm warning signal (except for amber rainstorm signal) and/or typhoon warning signal No.3 or above and/or thunderstorm warning signal has been announced; The Insured must comply with Code of Practice for the Electricity (Wiring) Regulations in respect of any work relating to electrical work; The Insured Employees must be equipped with sufficient personal protective equipment (including insulating gloves, safety shoes and insulation mat) and testing equipment for the purpose of performance of electrical work; The scaffolding workers covered by this Policy must be qualified scaffolding workers The Insured must comply with the relevant Regulations and Ordinances in respect of any work within confined space (wording of Confined Space Warranty appended) The Insured must comply with Code of Practice for Safety at Work (Lift and Escalator); The Insured Employees must be equipped with sufficient personal protective equipment (such as safety helmets, safety gloves, hearing protectors, eye protectors, reflective vest, respirators, safety shoes and safety harnesses/belts (with secure anchorage or independent lifeline provided) whenever necessary).
<p>Special Exclusions</p>	<p>This Policy does not indemnify the Insured in respect of any claim arising in connection with :</p> <ol style="list-style-type: none"> work on gondola and/or swing boat; work inside the tunnels which the construction of tunnel structures has not yet been finished; chimney shaft work diving work and/or marine work of any description Self-Employed Person and/or Sole Proprietor Exclusion Exclusion of Rights of Third Parties under Contracts (Rights of Third Parties) Ordinance
<p>Subjectivity</p>	<p>This cover is subject to:-</p> <ul style="list-style-type: none"> - no cover for any Insured Contract which commenced before the Period of Insurance - other terms and conditions as per the original policy
<p>Insurer</p>	<p>Asia Insurance Co., Ltd.</p>
<p>Date of Issue</p>	<p>7 January, 2016</p>

Construction Site Exclusion

It is hereby noted and agreed that this Policy does not indemnify the Insured in respect of any claim arising in connection with work on Construction Sites.

For the purpose of this Exclusion, the Construction Site is deemed to mean any site in the course of construction and/or prior to the issue of the necessary occupation permit from the local authorities concerned for the building thereon.

Safety Belt Warranty

It is a condition precedent to the liability of the Company that the Insured Employee(s) must be secured by effective safety belt(s) while working outside building or above ground or floor level (including roof floor level) in accordance with the legal requirements/regulations and/or Construction Site (Safety) Regulations wherever applicable.

Confined Space Warranty

It is a condition precedent to the liability of the Company that the Insured must fully comply with CAP59AE Factories and Industrial Undertakings (Confined Spaces) Regulation under Chapter 59 Factories and Industrial Undertakings Ordinance and other regulations/legal requirements on the safety of employees working within confined space and/or water tanks, including but not limited to the following:

- (a) only certified worker is allowed to work in confined space and/or water tanks; and
- (b) adequate personal protective equipment must be provided whilst working in confined space, including full-body harness, toxic gas meter, breathing apparatus, and air-blower.