


SCHEDULE

INSURER ZURICH INSURANCE COMPANY LTD	
Policy Class	EMPLOYEES' COMP. - COMMERCIAL
Policy No.	ZWW0120117ZC (BRO)
The Insured	SWIRE PROPERTIES LTD AND DETAILS AS PER POLICY SCHEDULE
Postal Address	C/O AON HONG KONG LIMITED
Other Interested Party/ Hire Purchase/ Mortgagee	NOT APPLICABLE
Business/ Occupation (And No Other For The Purpose of This Insurance)	AS PER INSURED CONTRACT
Period of Insurance	FROM 01/04/2019 TO 31/03/2020 (BOTH DATES INCLUSIVE)
Interest Insured	AS PER DETAILS IN CONTINUATION SCHEDULE AND/OR POLICY
Annual Premium	HKD****
Premium : HKD **** Add : E.C. LEVY HKD **** Add : ECIIB CONT HKD **** Add : EC TER SUR HKD **** Add : IA LEVY HKD **** Total payable : HKD **** <small>Levy collected by the Insurance Authority (if any) has been imposed on this policy at the applicable rate and would be remitted in accordance with the prescribed arrangements. For further information, please visit http://www.zurich.com.hk/ia-levy</small>	SIGNED FOR THE INSURERS  ZURICH INSURANCE COMPANY LTD AUTHORISED SIGNATURE
Source	AON HONG KONG LTD (ARS) (L) (BROKBRK)
A/C No.	0305309
Date of Proposal	01/04/2019
Date Policy Signed	16/05/2019

EMPLOYEES' COMPENSATION INSURANCE (COMMERCIAL)

LEGISLATION :-

EMPLOYEES' COMPENSATION ORDINANCE

GEOGRAPHICAL AREA :-

- A) HONG KONG
 B) ELSEWHERE AS MAY BE AGREED WITH THE INSURERS

INTEREST INSURED :-

<u>ITEM NO.</u>	<u>OCCUPATION OF EMPLOYEES AND ESTIMATED NO. OF EMPLOYEES</u>	<u>ESTIMATED WAGEROLL</u>	<u>WARRANTIES APPLIED</u>
1	WORKER	ALL	E.3

		ALL	
		=====	

PLACE OF EMPLOYMENT

-
 ANYWHERE WITHIN HONG KONG
 SPECIAL ADMINISTRATIVE REGION

POLICY LIMIT OF LIABILITY : HKD200 MILLION ANY ONE ACCIDENT OR DISEASE

INSURED

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EMPLOYERS

SWIRE PROPERTIES LTD. AND/OR SWIRE PROPERTIES MANAGEMENT LTD. AND/OR
SWIRE PROPERTIES PROJECTS LTD. AND/OR THEIR SUBSIDIARIES ("SPL/SPML/SPPL")

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

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)

INSURED CONTRACT

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SPL/SPML/SPPL

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, WORKS IN LIFT SHAFT ETC. TO BE CARRIED OUT BY THE INSURED(S)

SUBJECT TO MAXIMUM VALUE OF EVERY INSURED CONTRACT NOT EXCEEDING
HKD50,000,000

FOR THE AVOIDANCE OF DOUBT, IT IS HEREBY DECLARED AND AGREED THAT THIS POLICY
SHALL NOT PROVIDE INSURANCE INDEMNIFY FOR ANY CONTRACT WORK COMMENCING BEFORE
01/04/2019.

PERIOD OF INSURANCE

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FROM 01/04/2019 TO 31/03/2020 (BOTH DATES INCLUSIVE)

SUBJECT TO:

- MAXIMUM DURATION OF EVERY INSURED CONTRACT NOT EXCEEDING 24 MONTHS PLUS 24 MONTHS MAINTENANCE / DEFECT LIABILITY PERIOD IMMEDIATELY THEREAFTER;
- ANY INSURED CONTRACT COMMENCING DURING THE ABOVE PERIOD OF INSURANCE. FOR AVOIDANCE OF DOUBT, PURCHASE ORDER ("PO") PRINT DATE, OR DATE OF LETTER OF INTENT OR CONFIRMATION OF VERBAL INSTRUCTION SHALL BE CONSIDERED AS COMMENCEMENT DATE.

ESTIMATED ANNUAL CONTRACT VALUE

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SPL/SPML/SPPL

HKD

REPRESENTING FULL CONTRACT VALUE (UP TO 24 MONTHS) OF EVERY INSURED CONTRACT AND INSURED CONTRACT COMMENCING DURING THE PERIOD OF INSURANCE

CONTRACT SITE

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ANYWHERE WITHIN HONG KONG SAR

MINIMUM & DEPOSIT PREMIUM

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ADDITIONAL CLAUSES AND WARRANTIES

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MEMO 1

IT IS HEREBY NOTED AND AGREED THAT THE WORD "ESTIMATED WAGEROLL" PRINTED IN THE POLICY SCHEDULE IS SUBSTITUTED BY THE WORD "ESTIMATED ANNUAL CONTRACT VALUE".

MEMO 2

THIS POLICY DOES NOT INDEMNIFY THE INSURED IN RESPECT OF ANY CLAIM ARISING IN CONNECTION WITH ANY SOLE PROPRIETOR(S), PARTNER(S) &/OR SELF-EMPLOYED PERSON.

MEMO 3

WITH REFERENCE TO THE MEANING OF "EMPLOYEE" AS DEFINED UNDER THE POLICY, ONLY THE EMPLOYEES NAMED OR EMPLOYEES THAT FALL WITHIN THE CATEGORIES OF OCCUPATION SPECIFIED IN THIS SCHEDULE ARE INSURED UNDER THE POLICY.

UNLESS OTHERWISE SPECIFIED, THIS POLICY COVERS ONLY THE "EMPLOYEES" OF THE INSURED AS LISTED BELOW AND SHALL NOT BE BROADLY CONSTRUED TO COVER ALL EMPLOYEES OF THE INSURED.

W204

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INDEMNITY HEREIN GRANTED IS EXTENDED TO INDEMNIFY THE INSURED AGAINST LIABILITY AT LAW (INCLUDING LIABILITY UNDER THE LEGISLATION SET OUT IN THE POLICY) TO EMPLOYEES IN THE EMPLOY OF SUB-CONTRACTORS PERFORMING WORK FOR THE INSURED WHILE ENGAGED IN THE BUSINESS IN RESPECT OF WHICH THIS POLICY IS GRANTED.

IT IS FURTHER UNDERSTOOD AND AGREED THAT EXCEPTION (A) OF THIS POLICY IS DELETED.

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY.

W348

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE WITNESSING CLAUSE OF THIS POLICY IS DEEMED TO BE DELETED AND REPLACED BY THE FOLLOWING :-

"NOW THIS POLICY WITNESSETH THAT IF ANY EMPLOYEE IN THE IMMEDIATE EMPLOY OF ANY OF THE PARTIES JOINTLY DESCRIBED AS THE INSURED SHALL SUSTAIN BODILY INJURY OR DEATH BY ACCIDENT OR DISEASE OCCURRING DURING THE PERIOD OF INSURANCE WITHIN THE GEOGRAPHICAL AREA AND ARISING OUT OF AND IN THE COURSE OF HIS EMPLOYMENT BY THE INSURED IN THE BUSINESS".

IT IS FURTHER UNDERSTOOD AND AGREED THAT EXCEPTION (A) OF THIS POLICY IS DELETED.

SUBJECT OTHERWISE TO THE TERMS OF THIS POLICY.

EXTRAORDINARY WEATHER CLAUSE

IN THE EVENT OF ANY EMPLOYEE OF THE INSURED WHOSE ATTENDANCE AT HIS PLACE OF EMPLOYMENT IS REQUIRED BY THE INSURED DURING EXTRAORDINARY WEATHER CONDITIONS BEING INJURED OR KILLED OR KILLED WHILST PROCEEDING DIRECTLY TO HIS PLACE OF EMPLOYMENT OR RETURNING THEREFROM TO HIS HOME, SUCH DEATH OR INJURY SHALL BE DEEMED TO HAVE ARISEN OUT OF AND IN THE COURSE OF THE EMPLOYEE'S EMPLOYMENT FOR THE PURPOSES OF THIS POLICY.

FOR THE PURPOSES OF THIS CLAUSE THE EXPRESSION "EXTRAORDINARY WEATHER CONDITIONS" SHALL BE DEEMED TO BE LIMITED TO THE SITUATION WHERE THE "RED OR BLACK" RAINSTORM WARNING IS TRIGGERED AND THE HOISTING OF TYPHOON SIGNAL NO. 8 OR HIGHER OR IMMEDIATELY FOLLOWING THE LOWERING OF SUCH SIGNAL.

MEAL AND LUNCH TIME CLAUSE

IT IS HEREBY NOTED AND AGREED THAT IN THE EVENT OF ANY INSURED'S EMPLOYEE STAYING WITHIN INSURED PREMISES DURING MEAL & LUNCH TIME BEING INJURED OR KILLED, SUCH INJURED OR DEATH SHALL BE DEEMED TO ARISE OUT OF AND IN THE COURSE OF EMPLOYMENT. PROVIDED SUCH EXTENSION IS SUBJECT TO PROVISIONS &/OR LIMITATIONS OF EMPLOYEES' COMPENSATION ORDINANCE. IN NO CASE SHOULD BE INJURY OR DEATH BE SELF-INFLICTED OR ATTRIBUTABLE TO EMPLOYEE'S ADDICTION TO DRUGS OR UNDER INFLUENCE OF ALCOHOL OR ATTRIBUTABLE TO OR RESULTING FROM SERIOUS AND WILFUL MISCONDUCT OF EMPLOYEES.

EMERGENCY TRANSPORTATION CLAUSE

IT IS HEREBY NOTED AND AGREED THAT THIS POLICY IS EXTENDED TO INDEMNIFY THE INSURED IN RESPECT OF THE EXTRA COST OR EXPENSES INCURRED FOR ATTENDING EMERGENCY TREATMENT INCLUDING TRANSPORTATION OF THE SERIOUS

INJURED EMPLOYEES AS A RESULT OF AN ACCIDENT ARISING OUT OF AND IN THE COURSE OF THE EMPLOYMENT, SUBJECT TO A MAXIMUM LIMIT OF HKD50,000 ANY ONE ACCIDENT AND ANY ONE PERIOD.

EMERGENCY FATALITY PAYMENTS

IN THE EVENT OF THE DEATH OF AN EMPLOYEE COVERED UNDER THIS POLICY THEN SUBJECT TO IDENTIFICATION OF THE DECEASED THE INSURER SHALL PAY AN IMMEDIATE CASH RELIEF TO THE VERIFIED DEPENDENTS UP TO A LIMIT OF HKD100,000 FOR EACH DECEASED EMPLOYEE. SUCH PAYMENT SHALL BE DEEMED TO BE A PARTIAL LOAN ADVANCE FOR THE PURPOSE OF FINANCIAL ASSISTANCE TO THE BEREAVED DEPENDENTS.

TO AND FROM WORK CLAUSE

(W165.1-11/03)

THIS POLICY IS EXTENDED TO COVER EMPLOYEES AGAINST DEATH OR INJURY WHILST THEY ARE TRAVELLING TO OR FROM THEIR PLACE OF WORK BY ANY MEANS OF TRANSPORT SERVICE INCLUDING PUBLIC TRANSPORT SERVICE IF THEY ARE INSTRUCTED TO EXECUTE DUTY OF THE INSURED OUTSIDE THEIR NORMAL HOURS OF WORK. THE OPERATIVE TIME OF EACH JOURNEY (TO OR FROM RESIDENCE) IS LIMITED TO 3 HOURS.

SPECIAL WARRANTIES

IT IS HEREBY WARRANTED THAT:

1. 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;
2. THE INSURED MUST COMPLY WITH THE RELEVANT REGULATIONS AND ORDINANCES IN RESPECT OF ANY WORK WITHIN CONFINED SPACE (WORDING OF CONFINED SPACE WARRANTY APPENDED FOR DETAILS)

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.

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.

SPECIAL EXCLUSIONS

THIS POLICY DOES NOT INDEMNIFY THE INSURED IN RESPECT OF ANY CLAIM ARISING IN CONNECTION WITH:

1. WORK ON GONDOLA AND/OR SWING BOAT;

2. DIVING WORK AND/OR MARINE WORK OF ANY DESCRIPTION

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.

INSURED EMPLOYEES

IT IS SPECIFICALLY DECLARED AND AGREED THAT THIS POLICY INTENDS TO COVER AND ONLY COVERS THE EMPLOYEES DIRECTLY EMPLOYED BY THE INSURED CONTRACTORS SPECIFIED IN THE SCHEDULE AND WORKING WITHIN THE CONTRACT SITE EXCLUSIVELY ENGAGED IN THE INSURED CONTRACT SPECIFIED HEREIN AND NO OTHER CONTRACT WORK.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS HEREBY NOTED AND AGREED THAT THE INSURED EMPLOYEES COVERED BY THIS POLICY SHALL NOT INCLUDE AND DOES NOT INTEND TO INCLUDE:

- (A) ANY EMPLOYEES OF THE EMPLOYERS, INCLUDING SWIRE PROPERTIES LTD. AND/OR SWIRE PROPERTIES MANAGEMENT LTD. AND/OR SWIRE PROPERTIES PROJECTS LTD. AND/OR

THEIR SUBSIDIARIES

- (B) ANY SELF-EMPLOYED PERSON(S), PARTNER(S), SOLE-PROPRIETOR(S) AND/OR ANY PERSON(S) WHO IS NOT AN EMPLOYEE OF THE INSURED CONTRACTORS UNDER THE EMPLOYEES' COMPENSATION ORDINANCE.

EMPLOYER'S/PRINCIPAL'S EMPLOYEES EXCLUSION
(W169.1-10/15)

"NOTWITHSTANDING THE PROVISIONS OF ENDORSEMENT W348 THIS POLICY DOES NOT INSURE ANY EMPLOYEE OF EMPLOYER/PRINCIPAL"

SANCTIONS CLAUSE

(W157.1-12/11)

NOTWITHSTANDING ANY OTHER TERMS UNDER THIS AGREEMENT, NO INSURER SHALL BE DEEMED TO PROVIDE COVERAGE OR WILL MAKE ANY PAYMENTS OR PROVIDE ANY SERVICE OR BENEFIT TO ANY INSURED OR OTHER PARTY TO THE EXTENT THAT SUCH COVER, PAYMENT, SERVICE, BENEFIT AND/OR ANY BUSINESS OR ACTIVITY OF THE INSURED WOULD VIOLATE ANY APPLICABLE TRADE OR ECONOMIC SANCTIONS LAW OR REGULATION.

JOINT-INSURED CLAUSE

IT IS NOTED AND AGREED THAT THE INSURED UNDER THIS POLICY COMPRISES MORE THAN ONE PARTY EACH OPERATING AS SEPARATE AND DISTINCT ENTITIES AND THAT COVER HEREUNDER SHALL APPLY IN THE SAME MANNER AND TO THE SAME EXTENT AS IF INDIVIDUAL INSURANCE HAD BEEN ISSUED TO EACH SUCH PARTY.

THE RIGHTS AND INDEMNITY OF ANY OF THE PARTIES WHO ARE NOT GUILTY OF ANY FRAUD MISREPRESENTATION NON-DISCLOSURE OR BREACH OF CONDITIONS SHALL NOT BE PREJUDICED OR AFFECTED BY FRAUD MISREPRESENTATION NON-DISCLOSURE OR BREACH OF CONDITION BY ANY OF THE OTHER PARTIES COMPRISING THE INSURED.

THE INSURERS HEREBY AGREE TO WAIVE ALL RIGHTS OF SUBROGATION WHICH SHE MAY HAS OR ACQUIRE AGAINST ANY OF THE PARTIES COMPRISING THE INSURED EXCEPT WHEN SUCH RIGHTS OF SUBROGATION ARE ACQUIRED IN CONSEQUENCE OF ANY FRAUD MISREPRESENTATION NON-DISCLOSURE OR BREAK OF CONDITION BY THAT INSURED.

PROVIDED ALWAYS THAT NOTHING HEREIN SHALL INCREASE THE LIMIT OF LIABILITY STATED IN THE SCHEDULE OF THIS POLICY.

PRIMARY INSURANCE CLAUSE

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE INSURANCE PROVIDED BY THIS POLICY IS THE PRIMARY INSURANCE FOR THE INSURED SHOWN IN THE SCHEDULE. IF ANY TIME ANY CLAIM ARISES UNDER THE POLICY, SHOULD THERE BE ANY OTHER INSURANCE PROVIDED BY THE INSURED COVERING THE SAME LOSS, DAMAGE OR LIABILITY SUCH OTHER INSURANCE SHALL ONLY APPLY AS AN EXCESS COVERAGE AND NON-CONTRIBUTING HEREWITH.

WAIVER OF SUBROGATION RIGHTS CLAUSE AGAINST SWIRE GROUP

IT IS HEREBY NOTED AND AGREED THAT THE COMPANY SHALL WAIVE ANY RIGHTS OF SUBROGATION AGAINST "SWIRE GROUP" IN RESPECT OF ANY CLAIM CAUSED BY OR RESULTING FROM NEGLIGENCE OF THE INSURED CONTRACTORS.

RUN OFF LIABILITY CLAUSE

IN THE EVENT OF THIS POLICY BEING TERMINATED AT MID-TERM OR NOT BEING RENEWED UPON ITS NATURAL EXPIRY, IT IS HEREBY NOTED AND AGREED THAT UPON REQUEST OF THE INSURED, THE INSURANCE COVER UNDER THIS POLICY SHALL CONTINUE TO OPERATE IN RESPECT OF THOSE INSURED CONTRACTS TO WHICH THE INSURANCE COVERAGE HAS ALREADY BEEN ATTACHED HERETO UNTIL THE PRACTICAL COMPLETION OF EACH INSURED CONTRACT OR EXPIRATION OF THE MAXIMUM DURATION RESTRICTION FOR EACH INSURED CONTRACT WORK PLUS 24 MONTHS MAINTENANCE/DEFECT LIABILITY PERIOD WHICHEVER IS EARLIER.

FOR THE AVOIDANCE OF DOUBTS, THIS CLAUSE SHALL APPLY ONLY TO THOSE INSURED CONTRACTS WHICH HAVE BEEN DECLARED TO THE COMPANY AND COMMENCING WITHIN THE PERIOD OF INSURANCE SUBJECT TO TERMS AND CONDITIONS TO BE AGREED WITH THE COMPANY.

HALF-YEARLY DECLARATION OF INSURED CONTRACTS, INCLUDING NAME OF CONTRACTORS, SCOPE OF WORK, CONTRACT VALUE, ETC.

IT IS HEREBY NOTED AND AGREED THAT THE INSURED MUST SUBMIT DECLARATION OF INSURED CONTRACTS ON HALF-YEARLY BASIS TO SPECIFY FULL UNDERWRITING INFORMATION OF EACH INSURED CONTRACT, INCLUDING NAME OF CONTRACTORS, SCOPE OF WORK, CONTRACT VALUE, ETC. FOR REVIEW BY THE COMPANY.

PREMIUM ADJUSTMENT CLAUSE

IT IS HEREBY NOTED AND AGREED THAT THE MINIMUM AND DEPOSIT PREMIUM OF HKD PLUS E.C. LEVIES & IA LEVY SHALL BE PAYABLE BY THE INSURED AT POLICY INCEPTION DATE.

FINAL PREMIUM ADJUSTMENT SHALL BE CALCULATED AT THE AGREED PREMIUM RATE ON THE ACTUAL CONTRACT VALUE FOR THE INSURED CONTRACTS COVERED UNDER THIS POLICY WITHIN THIRTY (30) DAYS UPON POLICY EXPIRY, TO BE DECLARED BY THE INSURED WITH SUPPORTING INFORMATION, FURTHER SUBJECT TO:

- (A) IF THE FINAL PREMIUM EXCEEDS THE SAID MINIMUM AND DEPOSIT PREMIUM, THEN THE INSURED MUST PAY THE ADDITIONAL PREMIUM FOR THE DIFFERENCES TO THE COMPANY;
- (B) IF THE FINAL PREMIUM IS LESS THAN THE SAID MINIMUM AND DEPOSIT PREMIUM, NO REFUND PREMIUM SHALL BE MADE TO THE INSURED.

60 DAYS' NOTICE OF CANCELLATION CLAUSE

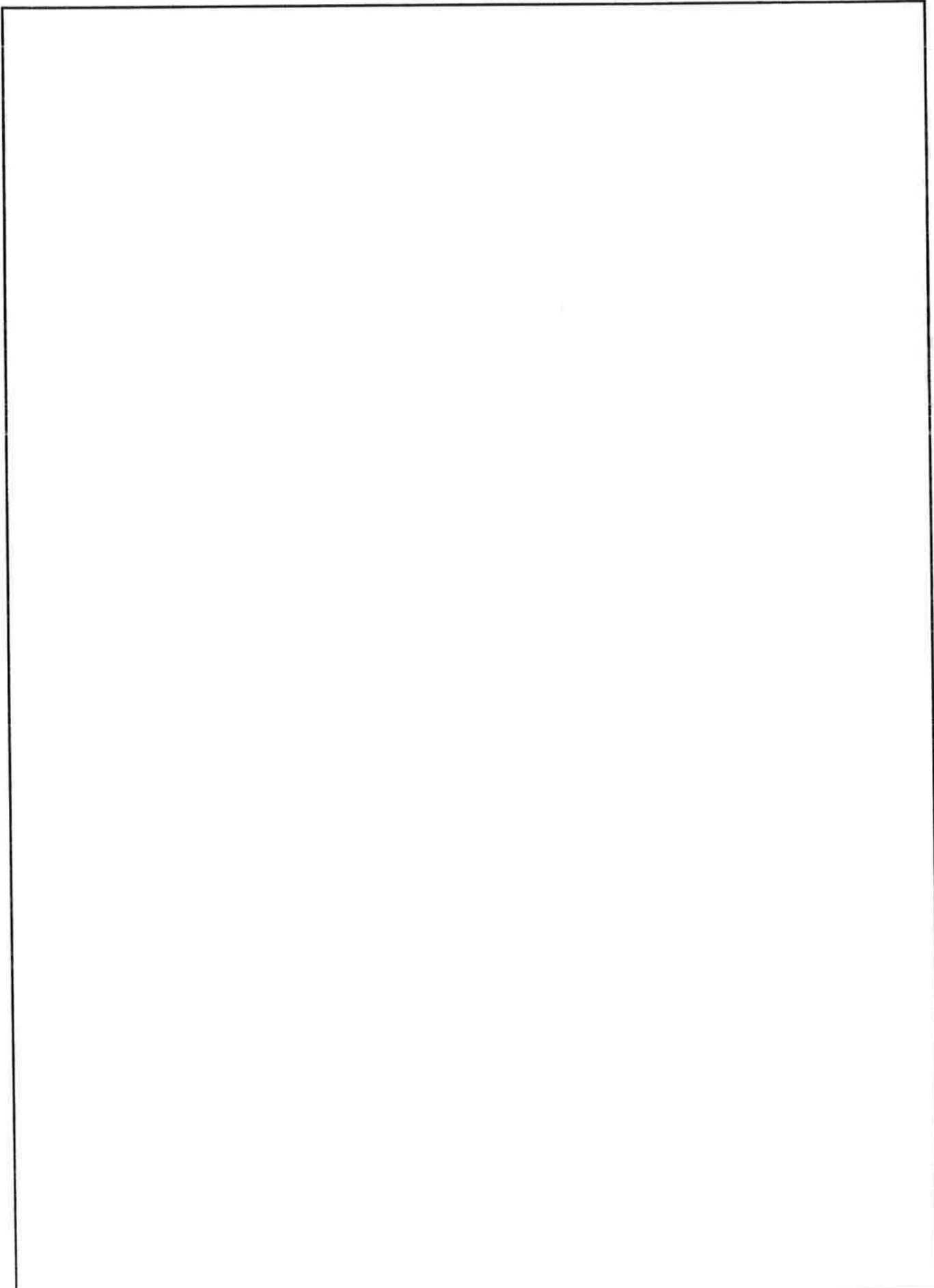
CONDITION (F) UNDER 'GENERAL CONDITIONS' OF THE POLICY IS DEEMED TO BE DELETED AND REPLACED BY THE FOLLOWING:

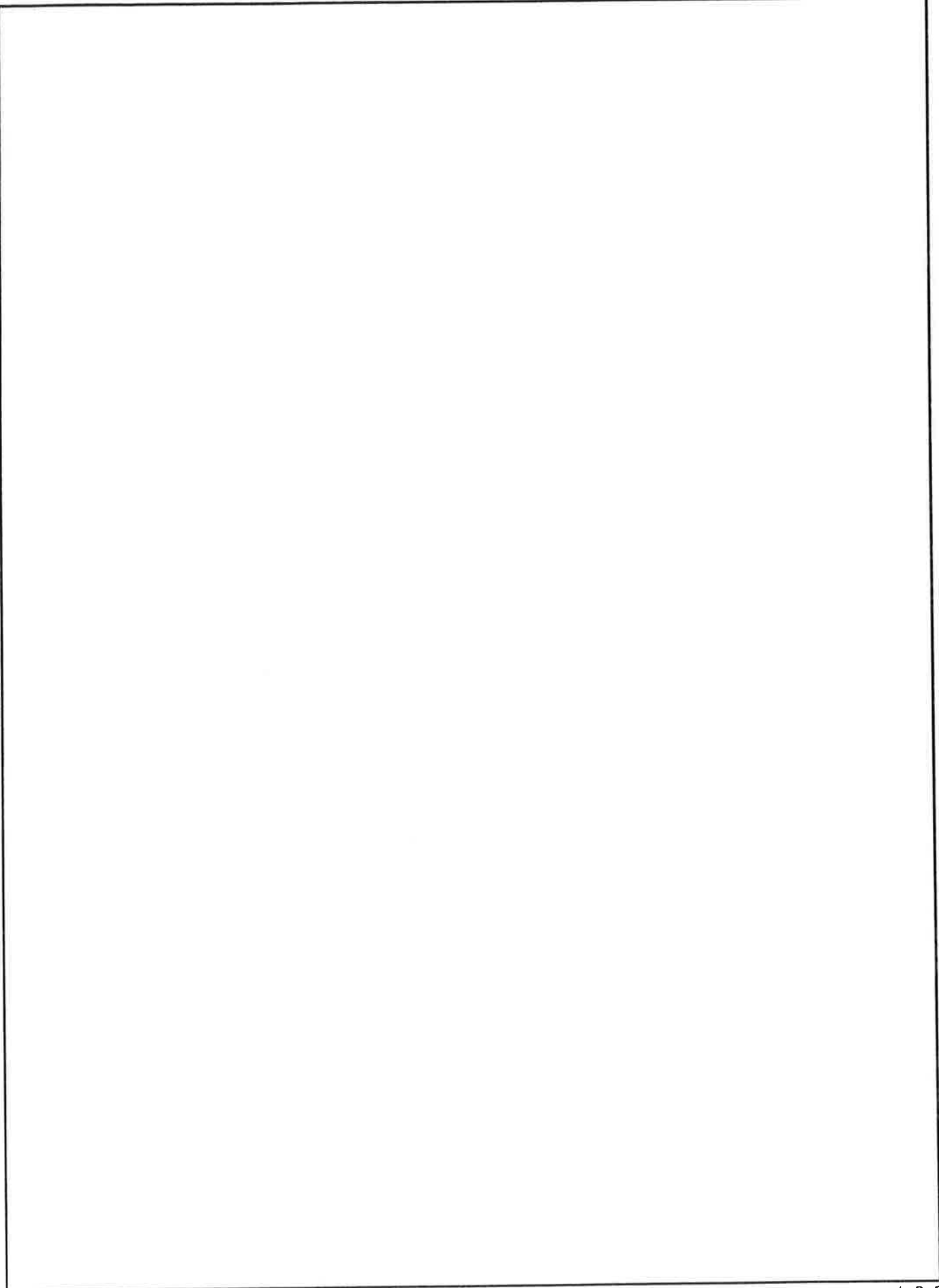
THIS POLICY MAY BE CANCELLED AT ANY TIME:

- (A) BY THE COMPANY BY SENDING SIXTY (60) DAYS' NOTICE BY REGISTERED LETTER TO THE INSURED AT HIS LAST KNOWN ADDRESS AND IN SUCH EVENT THE INSURED SHALL BECOME ENTITLED TO THE RETURN OF A PRO-RATA PREMIUM CORRESPONDING TO THE UNEXPIRED PERIOD OF INSURANCE;
- (B) AT THE REQUEST OF THE INSURED BY SENDING CANCELLATION NOTICE BY REGISTERED LETTER TO THE COMPANY IN WHICH CASE THE COMPANY WILL RETAIN THE POLICY PREMIUM CALCULATED ON PRO-RATA BASIS FOR THE TIME THE POLICY HAS BEEN IN FORCE FURTHER SUBJECT TO THE MINIMUM AND DEPOSIT PREMIUM SPECIFIED HEREIN AND THE PROVISION OF "INSURANCE PREMIUM".

CANCELLATION/TERMINATION CLAUSE RELATING TO CREDIT RATING DOWNGRADE

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- 1. AN EVENT IS HEREINAFTER REFERRED TO AS "CREDIT RATING DOWNGRADE" IF EITHER:
 - A. AN INSURER FINANCIAL STRENGTH RATING FOR ANY OF THE INSURERS / REINSURERS IS ISSUED BELOW:
 - I. A- BY STANDARD & POOR' S RATING SERVICES; OR
 - II. A- BY FITCH RATINGS; OR
 - III. A3 BY MOODY' S INVESTORS SERVICE; OR
 - IV. A- BY A.M. BEST CO.
 - B. AN INSURER FINANCIAL STRENGTH RATING FOR ANY OF THE INSURERS / REINSURERS IS PUT ON "NEGATIVE OUTLOOK" WHEN ALSO ON ONE OF RATINGS LISTED ABOVE IN 1. A. (I. TO IV.)
 - 2. IN THE EVENT OF A "CREDIT RATING DOWNGRADE", THIS POLICY MAY BE CANCELLED AND / OR THE PARTICIPATION OF THE INSURERS / REINSURERS WITH A "CREDIT RATING DOWNGRADE" MAY BE CANCELLED BY THE INSURED BY WRITTEN NOTICE TO THE INSURERS / REINSURERS OR BY SURRENDER OF THIS POLICY TO THE INSURERS / REINSURERS OR TO ITS AUTHORIZED AGENT.
 - 3. IF THIS POLICY IS CANCELLED BY THE INSURED AND / OR THE PARTICIPATION OF THE INSURERS / REINSURERS IS CANCELLED BY THE INSURED AFTER SUCH A CREDIT RATING DOWNGRADE, THE INSURERS / REINSURERS SHALL REFUND THE PRO-RATA PROPORTION OF THE PREMIUM FOR THE UNEXPIRED PERIOD OF INSURANCE FROM THE DATE OF CANCELLATION.





Statement of purpose for collection of personal data

All personal data collected and held by Zurich Insurance Company Ltd ("Zurich") will be used in accordance with Zurich's privacy policy, as notified to the insured person from time to time and available at this website: www.zurich.com.hk/eng/cs_nonlifepolicyservices_privacy.htm.

The policyholder shall, and shall procure the insured / insured members to, authorise Zurich to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of Hong Kong, for the obligatory purposes as set out in Zurich's privacy policy as applicable from time to time.

When information about a third party is provided by the policyholder / insured / insured member to Zurich, the policyholder / insured / insured member warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to Zurich, enabling Zurich to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

Rights of third parties

Other than the policyholder or the insured / insured persons, or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

Note: In case of any discrepancy or inconsistency between the above 2 clauses with any existing clauses in the policy, the above 2 clauses shall prevail and replace the wording of such existing clauses to the extent of the discrepancy or inconsistency. The above wording will automatically apply to your policy (in the case of a new policy) or renewal policy (in the case of policy renewal) on the policy effective or renewal effective date (as the case may be). Unless as otherwise specified, other terms and conditions of the policy will not be affected.

個人資料收集目的

蘇黎世保險有限公司（「本公司」）將根據「本公司」不時通知「閣下」的私隱政策使用所有已收集及持有的個人資料，「閣下」亦可透過此網址查閱有關私隱政策：www.zurich.com.hk/chi/cs_nonlifepolicieservices_privacy.htm。

「閣下」會，及會促使「受保人」，授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的強制性用途，使用及轉發(至「香港」境內或境外)包括屬敏感性如「香港」法例第486章《個人資料(私隱)條例》中所定義之個人資料。

如「閣下」/「受保人」向「本公司」提供任何第三者資料，「閣下」/「受保人」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本保單，包括並不限於進行任何對有關資料當事人進行審慎調查、合規及製裁查核。

第三者權益

除保單持有人或受保人，或本保單以明示方式指明以外，任何人士如非本保單之一方並沒有權利執行或享有本保單條款的保障。任何有關合約第三者權益之法例將不適用於本保單。不論本保單任何條款所列，任何保單變更(包括任何解除責任或責任妥協)或終止均不須第三者同意。

註: 如以上條款與保單任何現有條款產生差異或矛盾，將以以上條款為準並以其取代保單現有條款相關之差異或矛盾部分。以上條款將於閣下保單生效(如現為新保單)或續保生效(如現為保單續保)時自動生效。除非另作註明，保單內的其他條款及細則將不受影響。

Employees' Compensation Insurance Policy



Please read this Policy and Schedule and the Notice of Insurance and make certain that they are in accordance with your requirements. If you would like a copy of this Policy in large print, please contact our Customer Care Centre at +852 2968 2288.

IMPORTANT NOTICE

The Employees' Compensation Ordinance requires an employer to take out an insurance policy covering all employees engaged in his business with a Minimum Amount of insurance coverage.

It is important to note that only those employees named or employees that fall within the categories of occupation specified in the Schedule (i.e. Employees as defined below) are insured under this Policy. Unless otherwise specified, this Policy covers only the Employees of the Insured as specified in the Schedule) and shall not be broadly construed to cover all employees of the Insured.

It is the Insured's responsibility to ensure that the requirements under the Ordinance are complied with. In the event of a subsequent change in the number of employees, the Insured should consult his insurance consultants or the Insurers immediately.

INSURING CLAUSE

Whereas the Insured carrying on the Business by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Insurers for the insurance herein contained and has paid or agreed to pay the Premium specified herein as consideration for such insurance.

Now this Policy witnesseth that if the Employee (as specified in the Schedule and defined below) in the Insured's immediate employ shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his employment by the Insured in the Business.

The Insurers will subject to Policy Limit of Indemnity and to the terms, exceptions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against his legal liability in respect of such bodily injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Insurers' written consent in connection therewith.

Provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Insurers under this Policy shall be limited to such sums as the Insurers would have been liable to pay if the Ordinance had remained unaltered.

Further provided that:

- the due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by the Insured, and
- the truth of the statements and answers in the Proposal and Declaration and the Estimated Earnings Declaration and the Actual Earnings Declaration shall be conditions precedent to any liability of the Insurers to make payment or to provide indemnity under this Policy.

The Insurers will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe, fulfill and be subject to the Terms of this Policy in as far as they can apply.

DEFINITIONS

For the purposes of this Policy:

- "Accident" means an accident or a series of accidents arising out of one event.
- "Business" means the usual work and activities carried on by the Insured pertaining to his business as specified in the Schedule and no others.
- "Insurers" means Zurich Insurance Company Ltd.
- "Insurers' Indemnity" means indemnity provided under this Policy including costs and expenses incurred by or on behalf of the Insured with the Insurers' written consent.
- "Disease" means a disease contracted by an Employee of the Insured as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.
- "Earnings" means all gross wages, salaries, remunerations, commissions, bonuses, overtime, termination payments, allowances and the like, directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by the Insured to his Employees.
- "Employee" (uppercase "E") has the same meaning as assigned to that expression in the Ordinance but limited to the employees named or employees that fall within the categories of occupation specified in the Schedule. Unless otherwise specified, this Policy covers only the Employees of the Insured and shall not be broadly construed to cover all employees of the Insured. For the avoidance of doubt, "employee" (lowercase "e") referred to in this Policy means any person that falls within the meaning of employee in the Ordinance. An "employee" is not insured under this Policy unless his/her name or category of occupation is specified in the Schedule.
- "Insured" means only the person or persons specified as such in the Schedule and no others.
- "Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the Laws of Hong Kong).
- "Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).
- "Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the Laws of Hong Kong).
- "Policy" means this Employees' Compensation Insurance Policy, the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read

together as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.

- "The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution thereof.
- Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

POLICY LIMIT OF INDEMNITY

- In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Insurers' Indemnity to the Insured shall in the aggregate be limited to the amount specified in the Schedule as "Policy Limit of Indemnity" irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- In relation to any liability of the Insured in respect of a Disease contracted by an Employee due to the nature of his employment with the Insured which nature of employment applies during a period that extends over more than one policy period of insurance:
 - the aggregate of the Insurers' Indemnity to the Insured under all insurance policies shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and
 - subject to the limitation of paragraph (b)(i) hereof, the Insurers' Indemnity to the Insured under this Policy shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Employee's period of employment falling within the Period of Insurance of this Policy bears to the total period of his employment to the nature of which such Disease was due.
- If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Insurers' liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Insurers may pay to the Insured the full amount of the Insurers' liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence, settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Insurers shall have relinquished such conduct or for any loss, damage or expenses caused to the Insured in consequence of any act or omission of the Insurers in connection therewith or of the Insurers relinquishing such conduct.
- If there should be any shortfall in the actual Earnings declared in accordance with paragraph (b) of Insurance Premium of this Policy from the respective actual Earnings, the extent of the Insurers' Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance shall be borne by the Insured himself. If no declaration of the actual Earnings by the Insured is received by the Insurers as prescribed, for the purpose of this clause the Earnings estimated by the Insured as at the commencement of the Period of Insurance shall be used in lieu of the actual Earnings that should have been declared to determine the extent of the under-insurance if any.

EXCEPTIONS

The Insurers shall not be liable under this Policy in respect of:

- the Insured's liability to employees of contractors to the Insured;
- any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- the Insured's liability to any person who does not fall within the definition of Employee under this Policy and has not been named or the category of occupation of whom has not been specified in the Schedule;
- any late payment, surcharge, fines, penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- any injury by Accident or Disease attributable to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power;
- any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - nuclear weapons material;
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission;
- any injury by Accident or Disease where the Insurers have not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Insurers to be added as a party to the proceedings;
- any liability resulting from existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Insurers are obliged by the Ordinance to pay an amount for which the Insurers would not otherwise be liable under this Policy the Insured shall forthwith repay such amount to the Insurers.

INSURANCE PREMIUM

- Prior to the commencement of the Period of Insurance, the Insured shall supply the Insurers with a declaration estimating the Earnings of the Employees to be covered by this Policy (whose particulars have now been specified in the Schedule) during the Period of Insurance (which declaration is referred to herein as "the Estimated Earnings Declaration") on the basis of which a deposit premium becomes payable to the Insurers.

- (b) The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of this Policy supply the Insurers with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of the Employees covered by this Policy (whose particulars are specified in the Schedule) and provide the relevant supporting documents during the Period of Insurance (which declaration is referred to herein as "the Actual Earnings Declaration"). If the actual Earnings shall differ from the estimated Earnings the difference in premium shall be met by a further proportionate adjustment premium to be paid to the Insurers or by a premium refund to the Insured as the case may be.
- (c) It is hereby declared that the premium payable by the Insured in consideration of the indemnity provided under this Policy is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs (a) and (b) hereof.
- (d) The name Hong Kong Identity Card number class of employment and Earnings of every Employee of the Insured covered by this Policy (whose particulars are specified in the Schedule) shall be properly recorded by the Insured and retained in a safe place so that a record exists of all persons who are Employees covered by this Policy and the Insured shall at all reasonable times allow the Insurers to inspect and obtain copies of such records.
- (e) If the Insured fails to cooperate with the Insurers in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Insurers, the Insurers shall retain the discretion not to renew this insurance upon expiry of this Policy.

CLAIMS SETTLEMENT CONDITIONS

(a) Claims Notification Demands etc

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof in writing to the Insurers with full particulars.

The Insured shall also give the Insurers notice in writing immediately the Insured becomes aware of any intention to prosecute the Insured any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter claim writ summons and process shall be forwarded to the Insurers immediately on receipt.

(b) Claims Control by the Insurers

The Insurers shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In that event:

- the Insured shall provide all such information and assistance including the latest earnings of all Employees duly certified as being correct by an independent auditor and forward all such documents and other records to the Insurers for the conduct of such claim demand or proceedings as the Insurers in its discretion may from time to time require; and
- the Insured shall not without the written consent of the Insurers incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

(c) Claims Payments by the Insured

Where the Insured pays all or any part of a claim for which he is liable and for which indemnity is provided by this Policy the Insured shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments and the Insured shall at all reasonable times allow the Insurers to inspect and obtain copies of such records and documents.

(d) Other Insurance

If at the time a claim is made by the Insured under this Policy there is any other insurance covering the same liability the Insurers shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

(e) Waiver of Claims

The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.

(f) Subrogation

The Insurers shall be entitled at its sole discretion to prosecute in the name of the Insured any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Insurers may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Insurers. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Insurers to the extent of the amount paid by the Insurers in respect of any claim including any costs and expenses paid or incurred by the Insurers and costs and expenses incurred in prosecuting such recovery action.

GENERAL CONDITIONS

(a) Notices

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Insurers and in the case of notice or communication to the Insured to his address specified in the Schedule.

(b) Precautions

The Insured shall take all reasonable precautions to prevent Accidents and Diseases and shall comply with all relevant statutory requirements and obligations including but not limited to the provisions of the Factories and Industrial Undertakings Ordinance (Chapter 59 of the Laws of Hong Kong) and any Regulations Rules or Notices issued made or promulgated thereunder.

(c) Changes in Risk

The Insured shall immediately notify the Insurers in writing of any material change in the risk insured hereunder made by the Insured or any other person during the Period of Insurance including but not limited to:

- any merger with or acquisition of another company or business;
- the Insured or any subsidiary or holding company of the Insured being placed involuntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources; or

(d) Right of Inspection

The Insurers shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in the Business.

(e) Assignment

No assignment of interest under this Policy shall bind the Insurers unless the written consent of the Insurers are first obtained and endorsed hereon.

(f) Cancellation

This Policy may be cancelled by the Insurers or the Insured by written notice of cancellation from one party to the other. Cancellation shall take effect seven (7) days after the date of

posting the notice of cancellation and in such event the Premium shall be adjusted in accordance with the provisions of "Insurance Premium".

(g) Alternative Dispute Resolution

In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609), Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if the Insurers deny or reject liability for any claim under this Policy and the insured person does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, the insured person's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.

(h) Governing Law and Jurisdiction

This Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

The Insurers shall not be liable under this Policy in respect of judgments against the Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction of the Hong Kong Special Administrative Region.

(i) Notification

Without prejudice to the scope of cover as defined in the Insuring Clause and the Schedule, the Insured shall immediately notify the Insurers in writing of any material change in the number of the Insured's employees. For the avoidance of doubt, such notification shall not vary the coverage and the terms under this Policy unless it is expressly agreed by the Insurers in writing. The Insurer reserves the right to accept or deny any variation of coverage and to adjust the Premium in accordance with such variation, if any.

TERRORISM ENDORSEMENT

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by Accident or Disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act or terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:

- the Policy Limit of Indemnity shall be such amount which the Insurers actually receive from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 20th November 2003 between the Government and the Insurers under which the Government agreed to make available to the Insurers and other direct insurance companies authorized to underwrite employee's compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- the Insurers will only be required to make payment after it has received from the Government
 - an approval letter confirming that the Insurers should settle the claim and
 - payment under the Facility Agreement; and
- for the avoidance of doubt, the Insurers shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Insurers' breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Insurers allege that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

In the event any part of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Words and phrases in this Endorsement shall have the same meaning as in this Policy.

EXCLUSION - APPLICABLE IF SPECIFICALLY MENTIONED IN THE SCHEDULE OR CONTINUATION SCHEDULE

- | | |
|-----|---|
| W1 | This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power. The expression "woodworking machinery" shall not be deemed to include lathes, fret-saws, boring machines, sanding machines, or mechanically-driven portable tools applied to the work by hand, other than pendulum and swing saws. |
| W7 | This Policy does not indemnify the Insured in respect of any claim arising in connection with the carting or delivery of goods other than by hand or handcart. |
| W8 | This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of machinery driven by steam, gas, water, electricity or other mechanical power. |
| W12 | It is a condition of this Policy that the indemnity granted is in respect of indoor staff only. |
| W13 | This Policy does not indemnify the Insured in respect of any claim arising in connection with work away from the Insured's shop or yard other than transport work. |
| W18 | This Policy does not indemnify the Insured in respect of any claim arising in connection with the handling of any unit exceeding five (5) pounds in weight when completed for use. |
| W21 | This Policy does not indemnify the Insured in respect of any claim arising in connection with any building or decorating work. |
| W24 | This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of machinery for cutting or pressing metal. |
| W32 | This Policy does not indemnify the Insured in respect of any claim arising in connection with work at a height exceeding nine (9) metres above ground or floor level. |

- W34 This Policy does not indemnify the Insured in respect of any claim arising in connection with any manufacturing process.
- W44 This Policy does not indemnify the Insured in respect of any claim arising in connection with press-packing other than by manual power; or in connection with press-packing of metal.
- W49 This Policy does not indemnify the Insured in respect of any claim arising in connection with
- Employees receiving from or delivering to vessels or craft of any description, or Employees on dock quayside or wharf;
 - stevedores or lightermen;
 - the carting or delivery of goods other than by hand or handcart.
- W51 This Policy does not indemnify the Insured in respect of any claim arising in connection with
- any work of demolition (except the demolition of buildings not exceeding 9 metres in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by Employees in the direct employ of the Insured and forms part of a contract for reconstruction, alteration or repair);
 - the construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, wells over six (6) metres in depth from the surface, docks, railways, canals or tunnels;
 - blasting operations, quarrying or sand or gravel getting;
 - water diversion (other than work of a temporary and minor nature in respect of occasional surface water only), dam construction or work within or behind dams, pile driving, work in compressed air or diving.
- W58 This Policy does not indemnify the Insured in respect of any claim arising in connection with castings exceeding 28 pounds in weight.
- W71 This Policy does not indemnify the Insured in respect of any claim arising in connection with
- Employees receiving from or delivering to vessels or craft of any description or Employees on dock quayside or wharf;
 - stevedores or lightermen.
- W81 This Policy does not indemnify the Insured in respect of any claim arising in connection with the printing of newspapers or the manufacture of paper.
- W97 This Policy does not indemnify the Insured in respect of any claim arising in connection with fitting, installing, repairing or testing away from the premises of the Insured.
- W100 This Policy does not indemnify the Insured in respect of any claim arising in connection with the handling of any unit exceeding five hundred and fifty (550) pounds in weight when completed for use.
- W102 This Policy does not indemnify the Insured in respect of any claim arising in connection with the employment of stevedores.
- W300 This Policy does not indemnify the Insured in respect of any claim arising in connection with window cleaning at a height exceeding ten (10) feet above ground or floor level.
- W301 This Policy does not indemnify the Insured in respect of any claim arising in connection with any work at a height exceeding thirty (30) feet above ground or floor level without wearing a safety belt.
- W302 This Policy does not indemnify the Insured in respect of any claim arising in connection with any welding work without wearing protective eye goggles.
- W303 This Policy does not indemnify the Insured in respect of any claim arising out of or in connection with any work or duties in construction sites.

EXTENSIONS - APPLICABLE IF SPECIFICALLY MENTIONED IN THE SCHEDULE OR CONTINUATION SCHEDULE

E.3 Worldwide Cover for Commercial Visits by Non-Manual Staff

In consideration of an additional premium being paid, it is hereby agreed that the cover by this Policy is expressly extended to apply in respect of any member of the executive, managerial or sales staff who is normally engaged in the immediate service of the Insured in Hong Kong sustains bodily injury arising out of and in the course of such service whilst working overseas and/or in China.

Provided always that under this extension:

- The cover hereunder shall not apply to manual working assignments abroad.
- In the event of any injury by Accident or Disease sustained by such Employee in the course of the Insured's employment whilst working outside Hong Kong, the Insurers shall indemnify the Insured as though such injury by Accident or Disease was sustained in Hong Kong.

Except to the extent that the provisions of this extension are hereby modified, this policy terms, conditions and exclusion shall apply.

E.4 Worldwide Cover for Commercial Visits

In consideration of an additional premium being paid, it is hereby agreed that the cover by this Policy is expressly extended to apply in respect of any staff who is normally engaged in the immediate service of the Insured in Hong Kong sustains bodily injury arising out of and in the course of such service whilst working overseas and/or in China. In the event of any injury by Accident or Disease sustained by such Employee in the course of the Insured's employment whilst working outside Hong Kong, the Insurers shall indemnify the Insured as though such injury by Accident or Disease was sustained in Hong Kong.

Except to the extent that the provisions of this extension are hereby modified, this policy terms, conditions and exclusions shall apply.

CLAIMS PROCEDURE

The claims procedure follows that required by the Employees' Compensation Ordinance on which your insurance is based.

An Employee who sustains injury by Accident arising out of and in the course of his/her employment shall be eligible to receive compensation such as periodical payment(s) for the period of temporary incapacity (usually known as sick leave) and medical expenses from the employer irrespective of the duration of his/her sick leave.

For the compensation claims involving no permanent incapacity with sick leave period less than three (3) days, the following procedures should be adopted:

NOTIFICATION OF ACCIDENT

An employer is required to use a specified Form (Form 2B) to notify the Commissioner of Labour Department of any work accident which incapacitates his/her employee for a period of not more than three (3) days. The notification should be made within fourteen (14) days after the Accident. A detailed circumstances of the Accident and occupation of the employee should also be described in the space of the said Form. In normal situations, an employee who has temporary incapacity of not more than three (3) days is not required to attend medical assessment of the Labour Department.

If it turns out that the period of sick leave subsequently exceeds three (3) days, the employer is required to give further notice to the Commissioner of Labour Department. Such notice should be given in a prescribed Form (Form 2) within fourteen (14) days after the employer has been informed of the longer period of sick leave. After recovery of the employee, he/she is required to attend the medical assessment of the Labour Department. The Commissioner of Labour Department is empowered to issue a Certificate of Assessment and Certificate of Compensation Assessment to both employee and employer stating particulars of the assessment and the amount of compensation.

Immediately after the accident, we, as Insurers, need to have a copy of Form 2B and/or Form 2, which will serve as notification of the claim. If medical expenses are involved, the Certificate of Assessment with Certificate of Compensation Assessment and original sick leave certificate must be submitted together with the original medical bills once they are available.

Should you require any guidance in submitting your claim, please do not hesitate to call our claims hotline, Monday to Friday 9:00 a.m. to 5:30 p.m. on +852 2903 9388.

賠償手續

處理僱員賠償手續基本上以本港僱員補償條例為依據。

僱員在受僱工作期間因工遭遇意外而致身體受傷，不論喪失工作能力之期間（一般稱為病假）多久，均有資格向僱主領取該段期間的假期付款及醫療費用等補償。

如僱員沒有永久喪失工作能力而病假數目也不超過3天，須按以下程序處理。

意外通知

僱主須以指明的表格（表格2B）通知勞工處處長有關任何導致僱員喪失工作能力不超過3天的意外，並需於該表格上的空白位置，詳述意外發生之經過及受傷僱員的職業。該通知必須於意外發生後14天內發出在一般情況下。如僱員的病假不超過3天，毋需到勞工處銷假及判傷。

假如在發出通知後，僱員的病假延長至超過3天，僱主須於獲悉病假延長後14天內，以訂明的表格（表格2）再通知勞工處處長。僱員於康復後，亦需到勞工處銷假及判傷後由勞工處處長簽發評估證明書和評定賠償證明書給予受傷僱員及其僱主。並闡明判傷資料和賠償款額。

意外發生後，僱主亦須同時以表格2B及/或表格2副本一份給予本公司以作為知會賠償。至於醫療費用賠償，更需附上有關票據之正本，連同評估證明書和評定賠償證明書及病假證明書之正本，以作為處理賠償根據。

如閣下對上述賠償手續有不明之處或需要協助，請於星期一至五上午9時至下午5時30分致電查詢熱線。電話：+852 2903 9388。

此乃中文譯本，僅供參考之用。若與英文版本有異，概以英文版本為準。

NOTIFICATION TO EMPLOYER

EMPLOYEES' COMPENSATION INSURANCE – EARNINGS DECLARATION

It is very important that all employers must report actual earnings information of their employee to the Insurers, in order to comply with the Employees' Compensation Ordinance ("ECO"), Chapter 282, and to ensure full indemnification to meet their liability to the employees for accidents arising out of and in the course of the employment.

Employers are reminded that:

- (1) Within ninety (90) days after the expiry of the period of insurance or upon cancellation of the employees' compensation insurance ("ECI") policy, they shall supply the Insurers with the completed Premium Adjustment & Declaration of Earnings Form stating the **actual** earnings of their employees as well as the relevant supporting documents during the period of insurance.
- (2) According to clause (e) of the Policy Limit of Indemnity contained in the ECI policy, under-reporting of earnings may result in proportionate reduction in indemnity for compensable claims. In such cases, employers will have to bear the proportionate share of indemnity for the injured employees insured under the ECI policy by themselves. If no declaration of the actual earnings by the employer is received by the Insurers as prescribed in (1) above, for the purpose of this clause the earnings estimated by the employer as at the commencement of the period of insurance shall be used in lieu of the actual earnings that should have been declared to determine the extent of the under-insurance if any.
- (3) Furthermore, an employer failing to insure in accordance with Section 40(1) of the ECO commits an offence and is liable to conviction up to the maximum fine of HKD100,000 and imprisonment for two (2) years.

給僱主的通告

僱員補償保險 — 申報工資

為符合法例第282章《僱員補償條例》的規定，並確保僱主須補償僱員因工受傷的責任時獲得足夠保障，僱主必須向保險公司如實申報其僱員的實際工資。

謹此提醒所有僱主：

- (1) 僱主必須在保單到期或取消保單以後的九十天內，向保險公司提交已填妥的「保費調整及工資申報表格」，申報其所有僱員在保險期內的**實際**工資金額，並提供有關證明文件。
- (2) 根據現行僱員補償保單內有關保單賠償限額的條款(e)，僱主如不足額申報工資，保險公司或會因此按比例減少償付僱主須補償其受傷僱員的金額，僱主需按比例承擔賠償餘額。如僱主沒有按照上述(1)向保險公司申報實際工資金額，僱主在保單生效時提交的估計工資金額將視作實際工資金額，並以此釐定是否投保不足。
- (3) 任何未有按照《僱員補償條例》第40(1)條的規定購買僱員補償保險的僱主，即屬違法，最高可被判罰款十萬港元及監禁兩年。

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