



中銀集團保險有限公司

BANK OF CHINA GROUP INSURANCE COMPANY LIMITED

9/F., Wing On House, 71 Des Voeux Road Central, Hong Kong.
Customer Service Hotline: 3187 5100 Fax: 3906 9920

EMPLOYEES' COMPENSATION INSURANCE POLICY

Please read this Policy carefully upon receipt and promptly request for any necessary amendments

1 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 Company 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 any Employee 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 COMPANY 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 Company's 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 Company under this Policy shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered

FURTHER PROVIDED THAT:

- (a) 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
- (b) 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 Company to make payment or to provide indemnity under this Policy.

THE COMPANY 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.

2 DEFINITIONS

For the purposes of this Policy:

- (a) "Accident" means an accident or a series of accidents arising out of one event.
- (b) "The Business" means the usual work and activities carried on by the Insured pertaining to his business as specified in the Schedule and no others.
- (c) "The Company" means BANK OF CHINA GROUP INSURANCE COMPANY LIMITED.
- (d) "The Company's Indemnity" means indemnity provided under this Policy including costs and expenses incurred by or on behalf of the Insured with the Company's written consent.
- (e) "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.
- (f) "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.
- (g) "Employee" has the same meaning as assigned to that expression in the Ordinance.
- (h) "The Insured" means only the person or persons specified as such in the Schedule and no others.
- (i) "Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of HKSAR).
- (j) "The Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the laws of HKSAR).
- (k) "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 HKSAR).
- (l) "The 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.
- (m) "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 therefor.
- (n) 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.

3 POLICY LIMIT OF INDEMNITY

- (a) 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 Company's 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.
- (b) 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:
 - (i) the aggregate of the Company's 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
 - (ii) Subject to the limitation of paragraph (b) (i) hereof, the Company's 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.
- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) 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 Company may pay to the Insured the full amount of the Company's 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 Company 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 Company in connection therewith or of the Company relinquishing such conduct.
- (e) 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 Company's 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 Company 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.

4 JURISDICTION CLAUSE

The Company 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 HKSAR.

5 EXCEPTIONS

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

- (a) the Insured's liability to Employees of contractors to the Insured;
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (d) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- (e) the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- (f) 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;
- (g) 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;
- (h) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from :
 - (i) nuclear weapons material;
 - (ii) 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;
- (i) any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings.

6 AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

7 INSURANCE PREMIUM

- (a) Prior to the commencement of the Period of Insurance, the Insured shall supply the Company with a declaration estimating the Earnings of the Employees employed in the Business 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 Company.
- (b) The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of the Policy supply the Company with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of Employees 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 Company 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 employed in the Business from time to time during the Period of Insurance shall be properly recorded by the Insured and retained in a safe place so that a record exists of all persons who are Employees of the Insured for the purposes of this Policy and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records.

- (e) If the Insured fails to cooperate with the Company in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Company, the Company shall retain the discretion not to renew this insurance upon expiry of the Policy.

8 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 Company with full particulars.

The Insured shall also give the Company 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 Company immediately on receipt.

- (b) **Claims Control by the Company.** The Company 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:

- (i) 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 Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and
- (ii) the Insured shall not without the written consent of the Company 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 Company 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 Company 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 of whereby any such claim is limited or qualified in any way.

- (f) **Subrogation.** The Company 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 Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

9 GENERAL CONDITIONS

- (a) **Notices.** Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company 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 HKSAR) and any Regulations Rules or Notices issued made or promulgated thereunder.

- (c) **Changes in Risk.** The Insured shall immediately notify the Company 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:

- (i) any merger with or acquisition of another company or business;
- (ii) the Insured or any subsidiary or holding company of the Insured being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources; or
- (iii) any material change in the nature of the Business or in the number of the Insured's Employees.

- (d) **Right of Inspection.** The Company 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 Company unless the written consent of the Company is first obtained and endorsed hereon.

- (f) **Cancellation.** This Policy may be cancelled by the Company 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) **Arbitration.** All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- (h) **Governing Law.** This Policy is subject to the exclusive jurisdiction of HKSAR and is to be construed according to the laws of HKSAR.

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. The Insured should ensure that this Policy complies with the Ordinance requirements. A subsequent change in number of employees may result in a higher amount of insurance coverage being required under the Ordinance. In this event, the Insured should consult the Company immediately.

NOTICE: In the event of cancellation or alteration of this Policy, the minimum premium will be charged at the discretion of the Company.

ENDORSEMENTS

The following Clauses, Warranties and Endorsements only apply when specified in the Schedule

- W. 1 This Policy does not indemnify the Insured in respect of any claim arising in connexion 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.
- W. 4 This Policy does not indemnify the Insured in respect of any claim arising in connexion with erecting fitting or repair away from the Insured's shop or yard.
- W. 6 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the delivery of goods whether by hand or otherwise.
- W. 7 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the carting or delivery of goods other than by hand or handcart.
- W. 8 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the use of machinery driven by steam, gas, water, electricity or other mechanical power.
- W. 9 This Policy does not indemnify the Insured in respect of any claim arising in connexion with craft at sea or in respect of any claim arising in connection with the building of craft of material other than wood.
- W. 12 It is a condition of this Policy that the indemnity granted is in respect of indoor staff only.
- W. 13 This Policy does not indemnify the Insured in respect of any claim arising in connexion with work away from the Insured's shop or yard other than transport work.
- W. 21 This Policy does not indemnify the Insured in respect of any claim arising in connexion with any building or decorating work.
- W. 24 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the use of machinery for cutting or pressing metal.
- W. 25 This Policy does not indemnify the Insured in respect of any claim arising in connexion with 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.
- W. 26 This Policy does not indemnify the Insured in respect of any claim arising in connexion with:
- (a) any work other than that of maintenance of repair;
 - (b) 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;
 - (c) the removal or fixing of dock gates;
 - (d) the use of explosives.
- W. 28 This Policy does not indemnify the Insured in respect of any claim arising in connexion with Employees other than salesmen and buyers.
- W. 29 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the handling or treatment of fur or leather.
- W. 32 This Policy does not indemnify the Insured in respect of any claim arising in connexion with work at a height exceeding 30 feet above ground or floor level.
- W. 35 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the manufacture of belting for machinery.
- W. 36 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the dismantling, breaking up or demolition of buildings, works or plant; or in connection with the dismantling, breaking up or demolition (other than in the Insured's yard or premises) of machinery or scrap metal of any other description.
- W. 37 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the manufacture of paper.
- W. 38 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the production or refining of mineral oils.
- W. 41 This Policy does not indemnify the Insured in respect of any claim arising in connexion with clay-getting from any quarry or pit, or with clay mining or the construction, repair or demolition of kiln chimneys.
- W. 42 This Policy does not indemnify the Insured in respect of any claim arising in connexion with 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, work in compressed air or diving.
- W. 44 This Policy does not indemnify the Insured in respect of any claim arising in connexion with press-packing other than by manual power; or in connection with press-packing of metal.
- W. 49 This Policy does not indemnify the Insured in respect of any claim arising in connexion with:
- (a) Employees receiving from or delivering to vessels or craft of any description, or Employees on dock quayside or wharf;
 - (b) stevedores or lightermen;
 - (c) the carting or delivery of goods other than by hand or handcart.
- W. 51 This Policy does not indemnify the Insured in respect of any claim arising in connexion with:
- (a) any work of demolition (except the demolition of buildings not exceeding 30 feet 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);
 - (b) the construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, wells over 20 feet in depth from the surface, docks, railways, canals or tunnels;
 - (c) blasting operations, quarrying or sand or gravel getting;
 - (d) 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.
- W. 55 This Policy does not indemnify the Insured in respect of any claim arising in connexion with any work outside buildings.
- W. 56 This Policy does not indemnify the Insured in respect of any claim arising in connexion with pit sinking or the construction, alteration or repair of chimney shafts.
- W. 57 This Policy does not indemnify the Insured in respect of any claim arising in connexion with shaft or lift well sinking.

- W. 58 This Policy does not indemnify the Insured in respect of any claim arising in connexion with castings exceeding 28 pounds in weight.
- W. 60 This Policy does not indemnify the Insured in respect of any claim arising in connexion with:
- (a) work aloft on ships;
 - (b) work at a height exceeding 30 feet above ground or floor level.
- W. 61 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the crews of craft used outside the Territorial waters of Hong Kong Special Administrative Region.
- W. 63 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the direct employment by the Insured of acrobats, gymnasts, trapeze and tight-rope performers, exhibitors of performing animals and persons engaged in turns of an abnormally hazardous and dangerous nature.
- W. 64 This Policy does not indemnify the Insured in respect of any claim arising in connexion with work aboard vessels or craft of any description or in connection with shipbreaking.
- W. 68 This Policy does not indemnify the Insured in respect of any claim arising in connexion with:
- (a) quarrying or mining;
 - (b) loading, unloading, carting and all other operations, incidental to quarry work.
- W. 71 This Policy does not indemnify the Insured in respect of any claim arising in connexion with:
- (a) Employees receiving from or delivering to vessels or craft of any description or Employees on dock quayside or wharf;
 - (b) stevedores or lightermen.
- W. 75 It is hereby understood and agreed that sub-paragraph (7)(b) of this Policy is deleted and replaced by the following:
- The declaration of actual Earnings of Employees may be accepted are to be regulated by the number and description of all domestic servants employed by the Insured during each Period of Insurance and the Insured shall supply the Company with a correct account of all domestic servants employed during any Period of Insurance within ninety (90) days from the expiry date of such Period of Insurance. If the number and description so disclosed shall differ from that on which premium has been paid the difference in premium shall be met by a further payment to the Company or by a refund by the Company as the case may be subject to the retention by the Company of a minimum premium.
- W. 78 This Policy does not indemnify the Insured in respect of any claim arising in connexion with racing pacemaking or speed trials.
- W. 79 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the repair of motor cars.
- W. 81 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the printing of newspapers or the manufacture of paper.
- W. 92 This Policy does not indemnify the Insured in respect of any claim arising in connexion with wells exceeding a depth of 20 feet from the surface or in connection with the sinking or digging of wells other than Artesian or Tube wells.
- W. 93 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the sinking or digging of wells other than Artesian or Tube wells.
- W. 97 This Policy does not indemnify the Insured in respect of any claim arising in connexion with fitting, installing, repairing or testing away from the premises of the Insured.
- W. 100 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the handling of any unit exceeding 550 pounds in weight when completed for use.
- W. 102 This Policy does not indemnify the Insured in respect of any claim arising in connexion with the employment of stevedores.
- W. 104 This Policy does not indemnify the Insured in respect of any claim arising in connexion with stevedores or dock or wharf labourers.
- W. 106 This Policy does not indemnify the Insured in respect of any claim arising in connexion with work involving welding or in connection with salvage operations.
- W. 204 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 Schedule) 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 Sub-paragraph (5) Exception (a) of this Policy is deleted.
- W. 338 It is hereby understood and agreed that this Policy is extended to indemnify **{as stated in the Schedule}** (hereinafter called the Principal) against liability at law (including liability under the Legislation set out in the Schedule) in like manner to the Insured but only so far as concerns the liability of the Principal to Employees of the Insured engaged in connection with a contract undertaken by the Insured for the Principal. Provided always that
- (1) the Company shall not be liable under this Endorsement (except under the Legislation) in respect of any injury by Accident or Disease due to or resulting from any act default or neglect of the Principal his servants or agents.
 - (2) the Principal shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply.
 - (3) the Company shall have full conduct and control of all claims in respect of which indemnity is granted by this Endorsement.
- Subject otherwise to the Terms of this Policy.
- W. 348 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 service of any of the parties jointly described as the Insured shall sustain bodily injury by Accident or Disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business". It is further understood and agreed that Sub-paragraph (5) Exception (a) of this Policy is deleted.
- W. 358 It is hereby understood and agreed that this Policy is extended to indemnify **{as stated in the Schedule}** (hereinafter called the Principal Contractor) against liability at law (including liability under the Legislation set out in the Schedule) in like manner to the Insured but only so far as concerns the liability of the Principal Contractor to Employees of the Insured Engaged in connection with a contract undertaken by the Insured for the Principal Contractor.
- Provided always that:
- (1) the Principal Contractor shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy insofar as they can apply;
 - (2) the Company shall have full conduct and control of all claims in respect of which indemnity is granted by this Endorsement.
- Subject otherwise to the Terms of this Policy.

- 017A **Safety Belt Clause**
This Policy does not indemnify the Insured in respect of any claim arising in connexion with Employees working at a height exceeding 30 feet above ground or floor level unless the Employees wear safety belt at all times.
- 043A **Excluding Diving Works Clause**
This Policy does not indemnify the Insured in respect of any claim arising in connexion with diving works.
- 047A **Excluding External Wall Works Clause**
This Policy does not indemnify the Insured in respect of any claim arising in connexion with any external wall works.
- 051A **Excluding Scaffolding Erection and Dismantling Works Clause**
This Policy does not indemnify the Insured in respect of any claim arising in connexion with scaffolding erection and dismantling works.
- 061 **Construction Site Exclusion Clause**
This Policy does not indemnify the Insured in respect of any claim arising in connexion with any work in construction site where occupation permit has not been issued by the Building Department.
- 062 **Gondola and/or Swing Boat Exclusion Clause**
This Policy does not indemnify the Insured in respect of any claim arising in connexion with using gondola and/or swing boat.
- 063 **Total Asbestos Exclusion Clause**
It is hereby understood and agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
- 075 **Self-Employed Person / Sole Proprietor Exclusions Clause**
The insurer shall not indemnify the Insured in respect of liability in respect of death, bodily injury, illness or disease suffered by any person to whom part or parts of the insured contract have been sub-contracted including but not limited to the self-employed person or sole proprietor person.
- 083 **Extraordinary Weather Condition Clause**
It is hereby understood and agreed that in the event of any Employee of the Insured whose attendance at his place of employment is required by the Insured during extraordinary weather condition shall sustain bodily injury or death by Accident or Disease contracted whilst proceeding directly to his place of employment or returning therefrom directly to his home, such injury or death shall be deemed to have arisen out of and in the course of the Employees' employment by the Insured, provided that the Insured is legally liable under the Employees' Compensation Ordinance.
- 096 **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 of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:
- (a) the Policy Limit of Indemnity shall be such amount which the Company actually receives 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 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' 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");
 - (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
 - (c) for the avoidance of doubt, the Company 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 Company's breach of the Facility Agreement.
- 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 Company alleges 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 the Policy.
- 097 **MPF Contribution Clause**
As condition precedent to liability of the company, the Insured hereby warrants to submit full information of MPF contributions of all Employees as requested by the Company. If there shall be discrepancy between the information submitted and as specified in the Schedule of this Policy, the Company shall have the right, at its discretion, to adjust claims payment, request additional premium or cancel the Policy.
- RTP **Rights of Third Parties Clause**
Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
- SLE **Sanctions Limitation and Exclusion Clause (LMA 3100)**
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.
- BE01** This Policy is extended to cover Employees temporarily working in worldwide but subject to Hong Kong's Jurisdiction.
- BE02** This Policy is extended to cover Employees temporarily working in worldwide excluding U.S.A. and Canada but subject to Hong Kong's Jurisdiction.
- BE03** This Policy is extended to cover Employees temporarily working in China but subject to Hong Kong's Jurisdiction.
- BE04** It is hereby understood and agreed that this Policy is extended to provide the following cover to {as stated in the Schedule} who is the domestic servant of the Insured, but no claim will be paid if she/he is over sixty (60) years old at the time of claim:
- A. Hospital Expenses -**
The Company agrees that if as a direct result of accidental bodily injury, disease of sickness sustained which declares itself during the Period of Insurance the Employee is confined in a hospital on the recommendation and approval of a physician the Company subject to receipt of satisfactory proofs will pay to the Insured:

1. Necessary expenses in respect of doctors visits and hospital services (but not surgical expenses) and all daily room and board expenses incurred by the Employee while as inpatient of a hospital but not exceeding HK\$150.00 per day up to a maximum amount of HK\$5,000.00
2. All surgical expenses incurred by the Employee for surgical procedures performed in the hospital up to a maximum amount of HK\$5,000.00 in respects of each and every accident, injury or confinement.

B. Personal Accident Insurance -

Principal sum insured of accidental death

and permanent disablement : ----- HK\$50,000.00
(maximum limit) (Subject to the ordinary terms, exceptions and conditions of the usual form of our personal accident insurance policy)

C. Contingent Liability -

The Company will indemnify the Insured in respect of his/her contractual liability to repatriate the Employee to origin before the expiry of the Employees' term of employment under the following circumstances:

1. In the event of the Employees' death, the actual cost incurred in returning the remains, subject to a maximum limit of liability of HK\$ 1,000.00;
2. In the event of a registered medical practitioner certifying the Employee to be medically unfit to complete the term of the contract of employment with the Insured, otherwise than by reason of pregnancy or complications therefrom the economy class air fare from HKSAR to origin.

Subject otherwise to the terms, exceptions and conditions of this Policy.

BE10

Policy Limit of Liability: HK\$100 Million any one event.

- (1) In respect of any one claim or a series of claims resulting from or arising out of one event, the Company's Indemnity to the Insured under this Policy, including costs and expenses incurred with the Company's written consent, and irrespective of the number of persons or Insureds claiming to be indemnified under this Policy, shall not in the aggregate exceed the amount specified above as the Policy Limit of Liability. The term "any one event" has the meaning assigned to it by the Legislation specified in the Schedule.
- (2) At any time after the happening of any event giving rise to a claim or a series of claims under this Policy, the Company may pay to the Insured the Policy Limit of Liability (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of the defence settlement or proceedings to the Insured and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by any claimant or other person after the Company shall have relinquished such conduct.
- (3) Where this Endorsement BE10 is at variance with or inconsistent with anything contained in this Policy, this Endorsement shall prevail and take precedent.

BE13

Policy Limit of Liability: HK\$200 Million any one event.

- (1) In respect of any one claim or a series of claims resulting from or arising out of one event, the Company's Indemnity to the Insured under this Policy, including costs and expenses incurred with the Company's written consent, and irrespective of the number of persons or Insureds claiming to be indemnified under this Policy, shall not in the aggregate exceed the amount specified above as the Policy Limit of Liability. The term "any one event" has the meaning assigned to it by the Legislation specified in the Schedule.
- (2) At any time after the happening of any event giving rise to a claim or a series of claims under this Policy, the Company may pay to the Insured the Policy Limit of Liability (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of the defence settlement or proceedings to the Insured and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by any claimant or other person after the Company shall have relinquished such conduct.
- (3) Notwithstanding sub-paragraph (8) (d) of this Policy, if at the time of any claim under this Policy there is any other insurance indemnifying any person or Insured or Insureds who are entitled to be indemnified under this Policy, this Policy is not to be called upon in contribution and, subject to the Policy Limit of Liability, is only to pay any amount if and so far as not recoverable under such other insurance.
- (4) Where this Endorsement BE13 is at variance with or inconsistent with anything contained in this Policy, this Endorsement shall prevail and take precedent.

Definition of Period of Insurance:

This insurance is to operate during the Construction Period of the Insured Project commencing on **{as stated in the Schedule}** and terminating with the practical completion of the Insured Project or **{as stated in the Schedule}** whichever shall first occur and during the Maintenance Period of **{as stated in the Schedule}** consecutive months following immediately termination of the insurance coverage for the Construction Period.

Personal Information Collection Statement

The information you provide to Bank of China Group Insurance Company Limited ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

- (i) processing and evaluating your insurance application and any future insurance application you may make;
- (ii) administering your insurance policy and providing services in relation to your insurance policy;
- (iii) analysis or investigating, processing and paying claims made under your insurance policy;
- (iv) invoicing and collecting premiums and outstanding amounts from you;
- (v) any alterations, variations, cancellation or renewal of any insurance related product or service;
- (vi) contacting you for any of the above purposes;
- (vii) exercising any right of subrogation;
- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) complying with applicable laws, regulations or any industry codes or guidelines.

The Company may disclose your personal data for the above purposes to the following classes of transferees:

- (a) third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- (b) in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- (c) in the event of default, debt collectors and recovery agents;
- (d) insurance reference bureaus or credit reference bureaus;
- (e) reinsurers and reinsurance brokers;
- (f) your insurance broker (if you have one);
- (g) the Company's legal and professional advisors;
- (h) the Company's related companies (as that term is defined in the Companies Ordinance);
- (i) any association, federation or similar organization of insurance companies ("Federation") and its members that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- (j) any member(s) of the "Federation" by the "Federation" for any of the above or related purposes;
- (k) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- (l) the Insurance Claims Complaints Bureau and similar industry bodies; and
- (m) government agencies and authorities as required or permitted by law.

The Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

Moreover, the Company may also use and disclose your personal data otherwise with your consent.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made to the Company's Legal and Compliance Department (Tel: 2867 0888 / Fax: 3906 9939).

Use of Personal Data in Direct Marketing

With your written consent given for direct marketing purpose (which includes an indication of no objection), the Company intends to use your data in direct marketing. The Company will only act in accordance with the rules about direct marketing contained in the Ordinance. Please note that:

- (1) your name, contact details, products and services portfolio information and demographic data held by the Company may be used by the Company in direct marketing from time to time;
- (2) the following classes of services, products and subjects may be marketed:
 - (i) financial, insurance and related services and products;
 - (ii) reward, loyalty or privileges programmes and related services and products;
 - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (3) the above services, products and subjects may be provided to or (in the case of donations and contributions) contributed to by the Company and/or:
 - (i) the Company or BOC Hong Kong (Holdings) Limited or any of its subsidiaries;
 - (ii) third party reward, loyalty, co-branding or privileges programme providers;
 - (iii) co-branding partners of the Company and BOC Hong Kong (Holdings) Limited (the names of such co-branding partners can be found on the application form(s) for the relevant services and products, as the case may be); and
 - (iv) charitable or non-profit making organisations;
- (4) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (1) above to all or any of the persons described in paragraph (3) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose.

If you do not wish the Company to use or provide to other persons your data for use in direct marketing as described above, you shall exercise your opt-out right by notifying the Legal and Compliance Department of the Company (Tel.:2867 0888, Fax no.:3906 9939).

僱員險索賠須知

1. 僱員因工受傷，僱主須在十四天內以勞工處規定的表格二向勞工處處長呈報（死亡須在七天內呈報）。
2. 僱主須把填妥的表格二副本及意外通知書儘快一併遞交保險公司備案。
3. 如有索賠，僱主須提供正文件如下：—
 - a. 七天以下病假及不屬永久喪失工作能力者
 - 由註冊醫生簽署的病假紙
 - 登記費，醫藥費等單據
 - 僱員收據（證明僱主已提供補償）
 - 其他由保險公司特別要求的文件，例如薪金證明等
 - b. 七天或以上病假或屬永久喪失工作能力者
 - 由註冊醫生簽署的病假紙
 - 登記費，醫藥費等單據
 - 由勞工處發出的表格七（評估證明書）
 - 由勞工處發出的表格五（評定補償證明書）
 - 僱員收據（證明僱主已提供補償）
 - 其他由保險公司特別要求的文件，例如薪金證明等
4. 對於因傷不治者，賠償以香港勞工法庭的裁決為依歸。保戶須把收到的一切索償函、警察調查報告、法庭文件等副本全數交保險公司研究。在未獲保險公司同意前，保戶對疏忽責任不可隨意判斷或貿然承認。
5. 賠償以保險合約為準。

