

Employees' Compensation Insurance Policy

僱員保險單



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Thank you for considering Sun Flower to be one of your selected intermediaries.
We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

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 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.

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:

- 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 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.

DEFINITIONS

For the purposes of this Policy:

- "Accident" means an accident or a series of accidents arising out of one event.
- "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.
- "The Company" means **QBE Hongkong & Shanghai Insurance Ltd.**
- "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.
- "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" has the same meaning as assigned to that expression in the Ordinance.
- "The 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).
- "The Ordinance" means the Employee's 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).
- "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.

- "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.
- 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 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 Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent 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 Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured 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 Company's indemnity to the Insured under this Policy including costs and expenses incurred by or on behalf of the Insured 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 Company's 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 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.
- 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.

JURISDICTION CLAUSE

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

EXCEPTIONS

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

- 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.

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.

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 thirty (30) 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.

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 defense 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 roster 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 rateable 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 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.

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 Hong Kong) and any Regulations Rules or Notice 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;
- (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 Hong Kong and is to be construed according to the laws of Hong Kong.

(i) Rights of Third Parties

(i) Each party acknowledges that the other party has entered into this Policy on behalf of and for the benefit of itself and its Affiliates and each of the other party's Affiliates shall be entitled to enforce and take the benefit of the terms of this Policy in accordance with the Contracts (Rights of Third Parties) Ordinance (CAP. 623).

(ii) Subject to clause (i), any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP. 623) or any other applicable law to enforce any term of this Policy.

(j) Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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.

ENDORSEMENTS

(Where any of the following endorsements is applicable, its respective reference number will be specified in the Schedule.)

AEC / DOC / 9505

- (a) (i) In the definition of "the Insured" in the Schedule, the terms "Holding Company" and "Subsidiaries" have the meaning assigned to them by the Employees' Compensation Ordinance.
- (ii) The Insured hereby warrant that as of the inception date of this Policy all companies embraced by the term "Subsidiaries" in the definition of "the Insured" are Subsidiaries of the Holding Company pursuant to the companies Ordinance (Cap.32).
- (b) Unless specially agreed to by the Company in writing, the Company will not under this Policy indemnify any company which may become a Subsidiary of the Holding Company subsequent to the inception date of this Policy.
- (c) Unless specially agreed to in writing by the Company, any company which is a Subsidiary of the Holding Company as of the inception date of this Policy but subsequently ceases to be a Subsidiary shall be excluded from the insurance coverage under this Policy as from the time such company ceases to be a Subsidiary.
- (d) Where this Endorsement AEC/DOC/9505 is at variance with or inconsistent with anything contained in this Policy, this Endorsement shall prevail and take precedent.

AEC / DOC / 9506A 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 Section the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to the amount specified in the Schedule as "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 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 including costs and expenses incurred by or on behalf of the Insured shall not exceed the Limit of Indemnity of this Section 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 Section including costs and expenses incurred by or on behalf of the Insured 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) Notwithstanding Claims Settlement Conditions (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 Indemnity, is only to pay any amount if and so far as not recoverable under such other Insurance.
- (e) 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 Section 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.
- (f) Where this Endorsement AEC/DOC/9506A is at variance with or inconsistent with anything contained in this Policy, this Endorsement shall prevail and take precedent.

EE03 DEFINITION OF "THE INSURED"

The principal contractor (as specified in the schedule) and all of the principal contractors' subcontractors and sub-subcontractors engaged in the construction work specifically described as the insured project hereunder, and no other construction work for the purpose of this policy, collectively insured hereunder pursuant to subsection 40(1b) of the legislation specified in the policy.

EL60 Absolute Asbestos Exclusion

This policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

ELVZ 10.8% Levies

The "levies" shown on the schedule of this policy include employees compensation insurers insolvency bureau contribution, employees' compensation insurance levy and the government terrorism facility charge calculated at 2%, 5.8% and 3% respectively on the premium of this policy.

ETEC 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:

- (i) 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");
- (ii) 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
- (iii) 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 facility agreement not being complied with by the Government or by the Company.

For the purpose of the above an act or 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.

EWCI Earnings under Contract Work

Memorandum: It is hereby noted that the earnings as shown in this policy schedule represents the full contract amount of the Insured project but not the actual earnings of the workers employed in the Insured project. The Insured has to provide the

company with the actual earnings of the employees in case there is a claim under this policy.

EWKA - Geographical Area Extension (China)

This Policy is extended to include any employee directly employed by the Insured and who suffers bodily injury or death by Accident or Disease arising out of and in the course of employment whilst, incidentally travelling or temporarily working in mainland China.

Provided always that:

- (1) The employee's contract of employment is entered into in Hong Kong; and
- (2) The Company shall only be liable under this Policy in respect of claims which are established in or subject to the jurisdiction of a Court of Law in Hong Kong.

EWKC – Geographical Area Extension (Overseas Visit)

This Policy is extended to include any employee directly employed by the Insured and who suffers bodily injury or death by Accident or Disease arising out of and in the course of employment whilst, incidentally travelling or temporarily working outside Hong Kong.

Provided always that:

- (1) The employee's contract of employment is entered into in Hong Kong; and
- (2) The Company shall only be liable under this Policy in respect of claims which are established in or subject to the jurisdiction of a Court of Law in Hong Kong.

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-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 the claim arising in connexion with the use of machinery driven by steam, gas, water, electricity or other mechanical power.

W-12

It is a condition of this policy that the indemnity granted is in respect of indoor staff only.

W-18

This Policy does not indemnify the Insured in respect of any claim arising in connexion with the handling of any unit exceeding 5 pounds in weight when completed for use.

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-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-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:

- (i) employees receiving from or delivering to vessels or craft of any description, or employees on dock quayside or wharf;
- (ii) stevedores or lightermen;
- (iii) the carting or delivery of goods other than by hand or handcart.

W-55

This policy does not indemnify the Insured in respect of any claim arising in connexion with any work outside buildings.

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-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.

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-71

This Policy does not indemnify the Insured in respect of any claim arising in connexion with:

- (i) employees receiving from or delivering to vessels or craft of any description or employees on dock quayside or wharf;
- (ii) stevedores or lightermen.

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-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-105

This Policy does not indemnify the Insured in respect of any claim arising in connexion with the use of the vessel for any commercial purpose.

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 ordinance 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.

W-338

It is hereby understood and agreed that this policy is extended to indemnify the principal (as specified in the schedule) against liability at law (including liability under the ordinance set out in the policy) 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:

- (i) The company shall not be liable under this endorsement (except under the ordinance) 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.
- (ii) The principal shall as though he were the Insured observe fulfill and be subject to the terms of this policy insofar as they can apply.
- (iii) 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 or death by accident or disease caused 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. 

QBE Hongkong & Shanghai Insurance Limited – Personal Information Collection Statement

QBE Hongkong & Shanghai Insurance Limited (“the Company”) may use the personal data collected or held about you for the following purposes:

Insurance Services (mandatory)

1. processing and assessing of applications for any insurance products and daily operation of the related services;
2. administering your insurance policy and providing services in relation to your insurance policy;
3. any alterations, variations, cancellation or renewal of any insurance and related services;
4. investigating, analyzing, processing and paying claims made under your insurance policy;
5. invoicing and collecting premiums and outstanding amounts from you;
6. exercising any right under the insurance policy including right of subrogation, if applicable;
7. complying with the requirements under any law and regulation, industry codes, guidelines, requests from regulators, industry bodies, government agencies and court order.
8. contacting you for any of the above purposes;
9. other ancillary purposes which are directly related to the above purposes.

The Company may transfer your personal data, including but not limited to your name and contact details, to the following parties within or outside Hong Kong for the purposes set out above:

- a. any agent, advisor, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection, security, data processing or storage or related services or any other company carrying on insurance or reinsurance related business, or an intermediary, or a claim or investigation or other service provider providing services relevant to insurance business, for any of the above or related purposes;
- b. any association, federation or similar organization of insurance companies (“Federation”) 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;
- c. any members of the Federation by the Federation for any of the above or related purposes;
- d. regulators;
- e. lawyers;
- f. auditors; and
- g. other insurance companies within the QBE Group which have undertaken to keep such information confidential and solely for the purposes set out in the above paragraph.

By taking out an insurance policy with the Company, you hereby provide your express consent to the transfer of your personal data outside of Hong Kong. You also understand that your personal data may be transferred to a place that may not have data protection laws that are substantially similar to, or service the same purposes as the Personal Data (Privacy) Ordinance so as to ensure the protection of your personal information.

If you do not agree to the use of your personal data for above purposes, it would not be possible for the Company to process your application and render the services.

You have the right to ascertain the Company policies and practices in relation to personal data, obtain access to and to request correction of any personal information concerning yourself held by the Company subject to payment of an administrative fee. Requests for such access or correction can be made in writing to the Data Protection Officer, QBE Hongkong & Shanghai Insurance Limited, 33/F, Oxford House, Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong (Telephone: 2877 8488, Fax: 3607 0300).

If you do not want to receive any sale or marketing of any of the products or services from the Company at any time, you may also contact the Company’s Data Protection Officer.

July 2015

昆士蘭聯保保險有限公司 — 收集個人資料聲明

昆士蘭聯保保險有限公司 (本公司) 將所收集閣下的個人資料, 可能用作下列的用途:

保險服務 (強制)

1. 處理及評估任何保險產品之申請, 及有關服務之日常運作;
2. 管理閣下的保單及為閣下的保單提供相關服務;
3. 有關保險產品及服務的任何更改、變更、取消或續保;
4. 閣下保單索償的調查、分析、處理及賠償;
5. 保費通知、收集保費和款項;
6. 行使有關保單賦予的任何權利包括代位權, 如適用;
7. 遵守及符合任何法例及條例規定的要求、行業手冊、指引、監管機構、相關行業認可機構、政府機構及法庭頒令的要求;
8. 為上述任何用途與閣下聯絡;
9. 與上述用途直接有關之其他附帶的目的。

閣下向本公司提供的資料可能會提供或轉送予下列各方在香港或海外單位作前段所述的用途:

- a. 任何代理人、顧問、承辦商或提供行政、電訊、電腦、付賬、債務追討、保安、數據處理或儲存或有關服務的第三者服務供應人或任何其他從事與保險或再保險業務有關的公司, 或中介人, 或索償或調查或其他提供與保險業務有關的服務供應人, 以達到任何上述或有關的用途;
- b. 現存或不時成立的任何保險公司協會或聯會或同類組織 (聯會), 以達到任何上述或有關的用途, 或以便聯會執行其監管職能, 或其他基於保險業或任何聯會會員的利益而不時在合理要求下賦予聯會的職能;
- c. 或透過聯會提供予任何聯會的會員, 以達到任何上述或有關的用途, 及
- d. 監管機構;
- e. 執業律師;
- f. 認可核數師; 及
- g. 昆士蘭保險集團內的其他保險公司已承諾將資料保密並純粹用作上述的用途。

閣下在本公司投保, 代表明確表示同意閣下的個人資料可能會轉移至香港以外地區。同時, 閣下亦明白閣下的個人資料可能會轉移至並未設有資料保障法例的地區, 以致未能確保閣下的個人資料可以獲得與個人資料 (私隱) 條例類近或所提供的保障。

如果閣下不同意本公司使用閣下的個人資料於上述用途上, 本公司可能不能處理閣下之申請及為閣下提供服務。

閣下有權查明本公司就個人資料的政策和實務, 並有權要求查閱及更正由本公司持有有關閣下的個人資料, 並需支付行政費用。有關查閱或更正的要求, 可致函香港鰗魚涌英皇道979號太古坊濠豐大廈33樓 (電話: 2877 8488, 傳真: 3607 0300) 向昆士蘭聯保保險有限公司資料保護主任提出。

如閣下於任何時間不欲收取本公司的任何產品或服務的任何銷售或推廣, 閣下亦可聯絡上述資料保護主任。

(中文譯本僅供參考, 文義如與英文本有歧異, 概以英文版為準。)

2015年7月

Specimen



Sun Flower Insurance Brokers Limited

Room 1105-08, Hing Yip Commercial Centre, 282 Des Voeux Road Central, Hong Kong

Tel: 2521 1881 Fax: 2521 1919 Email: vip@sunflowergroup.com.hk www.sunflowerVIP.com

Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.