

**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 Underwriters 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 Underwriters 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 Underwriters 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 Underwriters under this Policy shall be limited to such sums as the Underwriter's 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 Underwriters to make payment or to provide indemnity under this Policy.

The Underwriters 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:

- (a) "Accident" means an accident or a series of accidents arising out of one event.
- (b) "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) "Underwriters" means Lloyd's (Certain Underwriters Per UMR No. B6089PSL20B0002)
- (d) "Underwriters Indemnity" means indemnity provided under this Policy including costs and expenses incurred by or on behalf of the Insured with the Underwriter'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 Hong Kong).
- (j) "The Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).
- (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 Hong Kong).
- (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.

**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 Underwriters 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 Underwriter'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 Underwriter'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 Underwriter'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 Underwriters may pay to the Insured the full amount of the Underwriter'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 Underwriters 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 Underwriters in connection therewith or of the Underwriters 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 Underwriters 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 Underwriters 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 Underwriters shall not be liable under this Policy in respect of judgments against the Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction of the Hong Kong Special Administrative Region.

#### **EXCEPTIONS**

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

- (a) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (b) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (c) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- (d) the Insured's liability to any person who is not an Employee of the Insured within the meaning of the Ordinance;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) any injury by Accident or Disease where the Underwriters has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Underwriters to be added as a party to the proceedings.
- (i) any liability resulting from existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

#### **AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

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

#### **INSURANCE PREMIUM**

- (a) Prior to the commencement of the Period of Insurance, the Insured shall supply the Underwriters 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 Underwriters.
- (b) The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of the Policy supply the Underwriters 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 Underwriters 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 purpose of this Policy and the Insured shall at all reasonable times allow the Underwriters to inspect and obtain copies of such records.
- (e) If the Insured fails to cooperate with the Underwriters in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Underwriters, the Underwriters shall retain the discretion not to renew this insurance upon expiry of this Policy.

#### **CLAIMS SETTLEMENT CONDITIONS**

- (a) **Claims Notification Demands etc.** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof in writing to the Underwriters with full particulars.  
The Insured shall also give the Underwriters 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 Underwriters immediately on receipt
- (b) **Claims Control by the Underwriters.** The Underwriters 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 Underwriters for the conduct of such claim demand or proceedings as the Underwriters in its discretion may from time to time require; and
  - (ii) the Insured shall not without the written consent of the Underwriters 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 Underwriters 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 Underwriters shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.
- (e) **Waiver of Claims.** The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.
- (f) **Subrogation.** The Underwriters 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 Underwriters may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Underwriters. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Underwriters to the extent of the amount paid by the Underwriters in respect of any claim including any costs and expenses paid or incurred by the Underwriters 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 Underwriters and in the case of notice or communication to the Insured to his address specified in the Schedule.
- (b) **Precautions.** The Insured shall take all reasonable precautions to prevent Accidents and Diseases and shall comply with all relevant statutory requirements and obligations including but not limited to the provisions of the Factories and Industrial Undertakings Ordinance (Chapter 59 of the Laws of Hong Kong) and any Regulations Rules or Notices issued made or promulgated thereunder.
- (c) **Changes in Risk.** The Insured shall immediately notify the Underwriters 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 Underwriters 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 Underwriters unless the written consent of the Underwriters are first obtained and endorsed hereon.
- (f) **Alternative Dispute Resolution.** In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609), Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if the Underwriters deny or reject liability for any claim under this Policy and the insured person does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, the insured person's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.
- (g) **Governing Law.** This Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.
- (h) 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.

#### **TERRORISM ENDORSEMENT**

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

- (a) the Policy Limit of Indemnity shall be such amount which the Underwriters actually receive from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 20th November 2003 between the Government and the Underwriters under which the Government agreed to make available to the Underwriters and other direct insurance companies authorized to underwrite employee's compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Underwriters will only be required to make payment after it has received from the Government
- (i) an approval letter confirming that the Underwriters should settle the claim and
  - (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Underwriters 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 Underwriters' breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

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

If the Underwriters allege that the loss falls within the scope 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 reminder shall remain in full force and effect.

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

#### **SEVERAL LIABILITY NOTICE**

It is noted and agreed that the subscribing Underwriters' obligations under the Policy to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co-subscribing Underwriters who for any reason does not satisfy all or part of its obligation.

#### **OVERSEAS JURISDICTION CLAUSE**

It is noted and agreed that:

- (a) this insurance shall be governed by the laws of Hong Kong whose courts shall have jurisdiction in any dispute arising hereunder, and
- (b) any summons, notice or process to be served upon the Underwriters for the purpose of instituting any legal proceeding against them in connection with this insurance may be served upon Lloyd's General Representative for Hong Kong, Suite 619, 4/F Reception, Lee Garden Three, 1 Sunning Road, Causeway Bay, Hong Kong who have authority to accept service on their behalf.

#### **TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary of the Policy or any endorsement thereto, it is noted and agreed that the Policy excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

It is also noted and agreed that regardless of any contributory causes, the Policy does not cover any loss, damage, liability, cost or expense directly or indirectly arising out of:

- (a) biological or chemical contamination
  - (b) missiles, bombs, grenades, explosives
- due to any act of terrorism.

For the purpose of this Endorsement:

- (a) an "act of terrorism" means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

- (b) a "contamination" means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances. This Endorsement also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Underwriters allege that by reason of this exclusion any loss, damage, liability, cost or expense is not covered by the Policy, the burden of providing the contrary shall be upon the Insured.

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

#### **SANCTION LIMITATION AND EXCLUSION CLAUSE**

No Insurer shall be deemed to provide cover and no 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 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.

#### **CYBER LOSS ABSOLUTE EXCLUSION CLAUSE**

- (a) Notwithstanding any provision to the contrary within this policy, this policy excludes any Cyber Loss.
- (b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
- (i) the use or operation of any Computer System or Computer Network;
  - (ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
  - (iii) access to, processing, transmission, storage or use of any Data;
  - (iv) inability to access, process, transmit, store or use any Data;
  - (v) any threat of or any hoax relating to (b) (i) to (b) (iv) above;
  - (vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.
- (c) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- (d) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- (e) Data means information used, accessed, processed, transmitted or stored by a Computer System.

#### **FRAUDULENT CLAIM CLAUSE**

If the insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this contract shall become void and all claim hereunder shall be forfeited.

#### **EXCLUSION – APPLICABLE IF SPECIFICALLY MENTIONED IN THE SCHEDULE OR CONTINUATION SCHEDULE**

- W1 This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power. The expression "woodworking machinery" shall not be deemed to include lathes, fret-saws, boring machines, sanding machines; or mechanically-driven portable tools applied to the work by hand, other than pendulum and swing saws
- W7 This Policy does not indemnify the Insured in respect of any claim arising in connection with the carting or delivery of goods other than by hand or handcart
- W8 This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of machinery driven by steam, gas, water, electricity or other mechanical power
- W12 It is a condition of this Policy that the indemnity granted is in respect of indoor staff only
- W13 This Policy does not indemnify the Insured in respect of any claim arising in connection with work away from the Insured's shop or yard other than transport work
- W18 This Policy does not indemnify the Insured in respect of any claim arising in connection with the handling of any unit exceeding 5 pounds in weight when completed for use
- W21 This Policy does not indemnify the Insured in respect of any claim arising in connection with any building or decorating work
- W24 This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of machinery for cutting or pressing metal
- W32 This Policy does not indemnify the Insured in respect of any claim arising in connection with work at a height exceeding 9 meters above ground or floor level.
- W34 This Policy does not indemnify the Insured in respect of any claim arising in connection with any manufacturing process
- W44 This Policy does not indemnify the Insured in respect of any claim arising in connection with press-packing other than by manual power; or in connection with press-packing of metal
- W49 This Policy does not indemnify the Insured in respect of any claim arising in connection with
- (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
- W51 This Policy does not indemnify the Insured in respect of any claim arising in connection with
- (a) any work of demolition (except the demolition of buildings not exceeding 9 metres in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by Employees in the direct employ of the Insured and forms part of a contract for reconstruction, alteration or repair);
  - (b) the construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, wells over 6 meters 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.
- W58 This Policy does not indemnify the Insured in respect of any claim arising in connection with castings exceeding 28 pounds in weight
- W71 This Policy does not indemnify the Insured in respect of any claim arising in connection with
- (a) Employees receiving from or delivering to vessels or craft of any description or Employees on dock quayside or wharf;
  - (b) stevedores or lightermen
- W81 This Policy does not indemnify the Insured in respect of any claim arising in connection with the printing of newspapers or the manufacture of paper
- W97 This Policy does not indemnify the Insured in respect of any claim arising in connection with fitting, installing, repairing or testing away from the premises of the Insured
- W100 This Policy does not indemnify the Insured in respect of any claim arising in connection with the handling of any unit exceeding 550 pounds in weight when completed for use
- W102 This Policy does not indemnify the Insured in respect of any claim arising in connection with the employment of stevedores
- W300 This Policy does not indemnify the Insured in respect of any claim arising in connection with window cleaning at a height exceeding 10 feet above ground or floor level
- W301 This Policy does not indemnify the Insured in respect of any claim arising in connection with any work at a height exceeding 30 feet above ground or floor level without wearing a safety belt
- W302 This Policy does not indemnify the Insured in respect of any claim arising in connection with any welding work without wearing protective eye goggles

W303 This Policy does not indemnify the Insured in respect of any claim arising out of or in connection with any work or duties in construction sites

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

**E3 Worldwide Cover for Commercial Visits by Non-Manual Staff**

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

Provided always that under this extension:

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

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

**E4 Worldwide Cover for Commercial Visits**

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

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

- END -