

EMPLOYEES' COMPENSATION

INSURANCE POLICY

僱員補償保險單

Please read this insurance carefully and see that it meets your requirements.

If you find anything missing or have any query, please do not hesitate to contact your insurance adviser or our Company.

The Employees' Compensation Insurance Policy is an insurance contract between Assicurazioni Generali S.p.A. (hereinafter referred to as "the Company") and the Insured named in the Schedule. The contract is evidenced by this document and is hereinafter referred to as this Policy.

The Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereon will be considered as one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout. In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

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 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.

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 Assicurazioni Generali S.p.A.
- (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 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 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 Earning 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 judgments 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:

- (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.

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 Earning 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.

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 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 Notices issued made or promulgated thereunder.
- (c) **Changes in Risks.** 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 Hong Kong and is to be construed according to the laws of Hong Kong.

EXTENSIONS

The following Extensions only apply to this Policy when specifically mentioned in the Schedule on payment of extra premiums

- E1** In the event of any employee of the Insured whose attendance at his place of employment is required by the Insured during extraordinary weather conditions being injured or killed whilst proceeding directly to his place of employment or returning therefrom directly to his home such death or injury shall be deemed to have arisen out of and in the course of the employees' employment for the purpose of this Policy
- E2** In the event of any insured employee being injured or killed whilst engaged in any social / sport / recreational activities organised or sponsored by the Insured such injury or death shall be deemed to have arisen out of and in the course of employees' employment for the purpose of this Policy
- E3** It is hereby agreed that the cover by this Policy is expressly extended to apply in respect of any member of the executive managerial administrative marketing 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 or in P R China
Provided always that
- 1) the cover hereunder shall not apply to manual working assignments abroad
 - 2) in the event of any injury by accident or disease sustained by an employee of the Insured in the course of employment whilst working outside Hong Kong the Company shall indemnify the Insured as though such injury by accident or disease was sustained in Hong Kong

- 3) if any liability arises within the legal jurisdiction of the U.S.A. or Canada the Company's liability to pay costs and expenses shall in respect of any one accident or series of accidents arising out of one event be limited to HK\$500,000

E4 It is hereby agreed that the cover by this Policy is expressly extended to apply in respect of any employee 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 or in P R China

Provided always that

- 1) in the event of any injury by accident or disease sustained by any employee of the Insured in the course of employment whilst working outside Hong Kong the Company shall indemnify the Insured as though such injury by accident or disease was sustained in Hong Kong
- 2) if any liability arises within the legal jurisdiction of the U.S.A. or Canada the Company's liability to pay costs and expenses shall in respect of any one accident or series of accidents arising out of one event be limited to HK\$500,000

E5 It is hereby agreed that the cover by this Policy is expressly extended to apply in respect of any employee 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 temporarily working overseas or in China subject to Hong Kong Jurisdiction

E6 It is hereby noted and agreed that if any employee of the Insured shall sustain bodily injury by accident or disease (including food poisoning) caused whilst using the catering facilities / services provided by the employer, such accident or disease shall be deemed to be sustained as arising out of and in the course of his employment by the Insured

E7 It is hereby noted and agreed that this Policy is extended to indemnify the Insured for the cost of any emergency transportation reasonably required as a result of serious injury sustained by the Insured's employees in the course of and in connection with the employment including helicopter services.

E8 In the event of any Insured's employee staying within Insured Premises during meal and lunch time being injured or killed, such injury or death shall be deemed to be arising out of and in the course of employment

WARRANTIES & ENDORSEMENTS

The following Warranties and Endorsements only apply to this Policy when specifically mentioned in the Schedule

- W1** 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
- W7** 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
- W8** 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
- 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 connexion with work away from the Insured's shop or yard other than transport work
- W17** This Policy does not indemnify the Insured in respect of any claim arising in connexion with any work involving maintenance repair or erection
- W18** This Policy does not indemnify the Insured in respect of any claim arising in connexion with the handling of any unit exceeding five (5) pounds in weight when completed for use
- W21** This Policy does not indemnify the Insured in respect of any claim arising in connexion with any building or decoration work
- W24** 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
- W32** This Policy does not indemnify the Insured in respect of any claim arising in connexion with work at a height exceeding thirty (30) feet above ground or floor level
- W34** This Policy does not indemnify the Insured in respect of any claim arising in connexion with any manufacturing process
- W40** This Policy does not indemnify the Insured in respect of any claim arising in connexion with employment other than in the territorial waters of Hong Kong
- W44** 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

- W49** 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
- W55** This Policy does not indemnify the Insured in respect of any claim arising in connexion with any work outside buildings
- W58** This Policy does not indemnify the Insured in respect of any claim arising in connexion with castings exceeding twenty-eight (28) pounds in weight
- W58a** This Policy does not indemnify the Insured in respect of any claim arising in connexion with the handling of any unit exceeding twenty-eight (28) pounds in weight when completed for use
- W61** 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
- W71** 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
- W75** It is hereby understood and agreed that Condition 8 of this Policy is deleted and replaced by the following
 "The first premium and all renewal premiums that 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 one (1) month 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"
 It is hereby understood and agreed that Condition 11 of this Policy is deleted and replaced by the following
 "This Policy shall be subject to a minimum premium of HK\$500 plus Levy"
- W78** This Policy does not indemnify the Insured in respect of any claim arising in connexion with racing pacemaking or speed trials
- W81** 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
- W97** 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
- W100** This Policy does not indemnify the Insured in respect of any claim arising in connexion with the handling of any unit exceeding five hundred fifty (550) pounds in weight when completed for use
- W102** This Policy does not indemnify the Insured in respect of any claim arising in connexion with the employment of stevedores
- W105** 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
- W300** This Policy does not indemnify the Insured in respect of any claim arising in connexion with window cleaning at a height exceeding ten (10) feet above ground or floor level
- W301** This Policy does not indemnify the Insured in respect of any claim arising in connexion with any work at a height exceeding thirty (30) feet above ground or floor level without wearing a safety belt
- W302** This Policy does not indemnify the Insured in respect of any claim arising in connexion with any welding work without wearing protective eye goggles
- W303** This Policy does not indemnify the Insured in respect of any claim arising in connexion with any work or duties in construction sites

ADDITIONAL CLAUSES

The Policy is also subject to the following clauses.

War And Terrorism Exclusion Endorsement

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

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

For the purpose of this Endorsement 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 organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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 (1) and/or (2) above.

If the Company alleges that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving 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.

Terrorism Endorsement

- 1) 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 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.
- 2) 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.
- 3) This Policy does not cover any bodily injury, death, disease, loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any act of terrorism (including the action taken to control, suppress or prevent any act of terrorism) which is
 - i) beyond the scope and limit of liability provided under the Facility Agreement, or
 - ii) of a wider scope of meaning as defined in paragraph 2) above.
- 4) If the Company alleges that by reason of the above paragraph 3) any loss, damage, cost or expense is not covered under this Policy, the burden of proving the contrary shall be upon the Insured.
- 5) In the event any part of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 6) Words and phrases in this Endorsement shall have the same meaning as in the Policy.

Self-employed Person or Sole Proprietor Exclusion Endorsement

The Company shall not be liable in respect of the Insured's liability to self-employed person or sole proprietor under the employ of the Insured or with whom the Insured has a contractual relationship.

For the purpose of this Endorsement such self-employed person or sole proprietor is not deemed to be an employee of the Insured within the meaning of this Policy.

Asbestos Exclusion Endorsement

The Company shall not be liable under this Policy in respect of any liability resulting from existence, mining, handling, removal, testing, remediation, disposal, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

Subject otherwise to the terms, the exclusions and the conditions of the Policy.

IMPORTANT NOTICE

The Employees' Compensation Ordinance requires an employer to take out an insurance policy cover **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.