

EMPLOYEES' COMPENSATION INSURANCE POLICY

INSURING CLAUSE

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

NOW THIS POLICY WITNESSETH that if any Employee in the Insured's immediate employ shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his employment by the Insured in the Business

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

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

FURTHER PROVIDED THAT:

- (a) the due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by the Insured; and
- (b) the truth of the statements and answers in the Proposal and Declaration and the Estimated Earnings Declaration and the Actual Earnings Declaration

shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Policy.

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

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 China Ping An Insurance (Hong Kong) Co., Ltd.
- (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 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 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 purpose 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 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 purpose 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

- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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 Risk. The Insured shall immediately notify the Company in writing of any material change in the risk insured hereunder made by the Insured or any other person during the Period of Insurance including but not limited to:
 - i. any merger with or acquisition of another company or business;
 - ii. the Insured or any subsidiary or holding company of the Insured being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources; or
 - iii. any material change in the nature of the Business or in the number of the Insured's Employees.
- (d) Right of Inspection. The Company shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in the Business.
- (e) Assignment. No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed hereon.
- (f) Cancellation. This Policy may be cancelled by the Company or the Insured by written notice of cancellation from one party to the other. Cancellation shall take effect seven (7) days after the date of posting the notice of cancellation and in such event the Premium shall be adjusted in accordance with the provisions of "Insurance Premium".
- (g) Arbitration. All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- (h) Governing Law. This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

Industries, Seepage, Pollution and Contamination Exclusion Clause

This insurance does not cover any liability for:

- (a) Personal Injury or Bodily Injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (a) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction to tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.
- (c) Fines, penalties, punitive or exemplary damages

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

Infectious Disease Exclusion

This policy shall exclude any claim in respect of death, bodily injury, illness of any person or damage to property arising directly or indirectly out of or caused by or in connection with infectious or contagious disease of any kind.

It is further understood that the Company shall not be liable for

- i) any payment for the investigation or defence of any loss
 - ii) any cost or extra expense incurred in relation to any kind of infectious or contagious disease either.
- Subject otherwise to the terms, exceptions and conditions of this policy.

Terrorism and Computer Risk Exclusion Clauses

War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses 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 is endorsement also excludes loss, damage, 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 (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not

covered by this insurance the burden of proving the contrary shall be upon the Assured.

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

IT Clarification Clause

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in date, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Agreement.

- (A) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (B) Loss of damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

Terrorism Exclusion Clause for Contamination And Explosive

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expenses directly or indirectly arising out of

- a) Biological or chemical contamination
 - b) Missiles, bombs, grenades, explosives
- due to any act of terrorism.

For the purposes of the endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of 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.

If the insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

Toxic Mold Exclusion

This policy does not insure loss or damage by mold, moss mildew, fungi, spores, bacterial infestation or any similar organism and wet or dry rot, whether directly or indirectly the result of a covered peril. This includes, but is not limited to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that continues concurrently or in any sequence to the loss. If loss otherwise covered by this Policy occurs and the cost of removal of debris is increased due to the presence of mold, moss, fungi, bacterial infestation, wet or dry rot and extremes of humidity, this Policy will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on or about the covered property to be removed.

Total Asbestos Exclusion Clause

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

Year 2000 Exclusion Clause

Memorandum

For the purposes of this Memorandum the expression Computer Equipment shall mean any computer or other equipment or system for processing, storing or retrieving data and shall include but shall not be limited to any computer hardware, firmware or software, media, microchip, integrated circuit or similar device.

This Policy does not cover any loss damage or liability of whatsoever nature directly or indirectly caused by contributed to by or arising from the failure or inability of any Computer Equipment whether the property of the Insured or not and whether occurring before during or after the year 2000.

- i) correctly to recognize any date as its true calendar date.
- ii) to capture save or retain or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
- iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any Computer Equipment being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date.

Sanction Limitation And Exclusion Clause

The Company shall not be deemed to provide cover and shall not 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 the Company 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, United States of America, The People's Republic of China / Hong Kong SAR or any jurisdiction or regulation or specific national law applicable to the Company or the Company's reinsurers panel.

Rights of Third Parties Exclusion Clause

Any person or entity who is not a party to this policy shall have no rights under the Contracts (Rights of Third Parties). Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this policy.

WARRANTIES

The following warranties will only be applicable to this policy when the warranties' number is stated in policy schedule.

- W-1 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.
- W-2 This policy does not indemnify the Insured in respect of any claim arising in connection with the breeding or training of animals other than domestic animals.
- W-3 This policy does not indemnify the Insured in respect of any claim arising in connection with the handling of livestock.
- W-4 This policy does not indemnify the Insured in respect of any claim arising in connection with erecting fitting or repair away from the Insured's shop or yard.
- W-5 This policy does not indemnify the Insured in respect of any claim arising in connection with the making of tins, boxes or cans.
- W-6 This policy does not indemnify the Insured in respect of any claim arising in connection with the delivery of goods whether by hand or otherwise.
- W-7 This policy does not indemnify the Insured in respect of any claim arising in connection with the carting or delivery of goods other than by hand or handcart.
- W-8 This policy does not indemnify the Insured in respect of any claim arising in connection with the use of machinery driven by steam, gas, water, electricity or other mechanical power.

W-9	This policy does not indemnify the Insured in respect of any claim arising in connection with craft at sea or in respect of any claim arising in connection with the building of craft of material other than wood.	(c) the carting or delivery of goods other than by hand or handcart.
W-10	This policy does not indemnify the Insured in respect of any claim arising in connection with cutting of bark, wood, bamboo, or cane from growth.	W-50 This policy does not indemnify the Insured in respect of any claim arising in connection with roofing work other than on flat roofs only which are fully protected by parapet walls.
W-11	This policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of wire mattresses.	W-51 This policy does not indemnify the Insured in respect of any claim arising in connection with
W-12	It is a condition of this policy that the indemnity granted is in respect of indoor staff only.	(a) any work of demolition (except the demolition of buildings not exceeding 30 feet in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by employees in the direct employ of the Insured and forms part of a contract for reconstruction, alteration or repair);
W-13	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.	(b) the construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, wells over 20 feet in depth from the surface, docks, railways, canals or tunnels,
W-14	This policy does not indemnify the Insured in respect of any claim arising in connection with (a) clay-getting or blaes-getting below 20 feet in depth from surface level. (b) the construction, repair or demolition of kiln chimneys.	(c) blasting operations, quarrying or sand or gravel getting;
W-15	This policy does not indemnify the Insured in respect of any claim arising in connection with any job where there is structural steel (other than rods for reinforced concrete) or metal frame structure.	(d) water diversion (other than work of a temporary and minor nature in respect of occasional surface water only), dam construction or work within or behind dams, pile driving, work in compressed air or diving.
W-16	This policy does not indemnify the Insured in respect of any claim arising in connection with the construction, alteration or repair of any building or structure the height of which from the foundation level to the highest point exceeds, or is designed or intended to exceed, 30 feet.	W-52 This policy does not indemnify the Insured in respect of any claim arising in connection with wire drawing of any metal other than gold, platinum or silver.
W-17	This policy does not indemnify the Insured in respect of any claim arising in connection with any work involving maintenance, repair or erection.	W-53 This policy does not indemnify the Insured in respect of any claim arising in connection with wire drawing of any metal other than gold, platinum, silver, brass or copper.
W-18	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.	W-54 This policy does not indemnify the Insured in respect of any claim arising in connection with the use of rubber solvents or vulcanizers.
W-19	This policy does not indemnify the Insured in respect of any claim arising in connection with the production of commercial camphor from raw material.	W-55 This policy does not indemnify the Insured in respect of any claim arising in connection with any work outside buildings.
W-20	The Company shall not be liable by virtue of this Policy if at any time the Insured is engaged in film production.	W-55A This policy does not indemnify the Insured in respect of any claim arising out of or in connection with work of external wall outside building.
W-21	This policy does not indemnify the Insured in respect of any claim arising in connection with any building or decorating work.	W-56 This policy does not indemnify the Insured in respect of any claim arising in connection with pit sinking or the construction, alteration or repair of chimney shafts.
W-22	This policy does not indemnify the Insured in respect of any claim arising in connection with work on vessels other than vessels at anchorage.	W-57 This policy does not indemnify the Insured in respect of any claim arising in connection with shaft or lift well sinking.
W-23	This policy does not indemnify the Insured in respect of any claim arising in connection with quarrying or mining.	W-58 This policy does not indemnify the Insured in respect of any claim arising in connection with castings exceeding 28 pounds in weight.
W-24	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.	W-59 This policy does not indemnify the Insured in respect of any claim arising in connection with sinking or digging of wells other than artesian or tube wells.
W-25	This policy does not indemnify the Insured in respect of any claim arising in connection with water diversion (other than work of a temporary and minor nature in respect of occasional surface water only), dam construction or work within or behind dams, pile driving, work in compressed air or diving.	W-60 This policy does not indemnify the Insured in respect of any claim arising in connection with (a) work aloft on ships; (b) work at a height exceeding 30 feet above ground or floor level.
W-26	This policy does not indemnify the Insured in respect of any claim arising in connection with (a) any work other than that of maintenance or repair; (b) water diversion (other than work of a temporary and minor nature in respect of occasional surface water only), dam construction or work within or behind dams, pile driving, work in compressed air or diving. (c) the removal or fixing of dock gates. (d) the use of explosives.	W-61 This policy does not indemnify the Insured in respect of any claim arising in connection with the crews of craft used outside the Territorial waters of the Colony of Hong Kong.
W-27	This policy does not indemnify the Insured in respect of any claim arising in connection with the fixing or erection of flags, decorations, tents or marquees.	W-62 This policy does not indemnify the Insured in respect of any claim arising in connection with the crews of ferries (including hydrofoils) used outside the Territorial waters of the Colony of Hong Kong except whilst in direct passage on an accepted and approved course between Hong Kong and Macao.
W-28	This policy does not indemnify the Insured in respect of any claim arising in connection with employees other than salesmen and buyers.	W-63 This policy does not indemnify the Insured in respect of any claim arising in connection with the direct employment by the Insured of acrobats, gymnasts, trapeze and tight-rope performers, exhibitors of performing animals and persons engaged in turns of an abnormally hazardous and dangerous nature.
W-29	This policy does not indemnify the Insured in respect of any claim arising in connection with the handling or treatment of fur or leather.	W-64 This policy does not indemnify the Insured in respect of any claim arising in connection with work aboard vessels or craft of any description or in connection with shipbreaking.
W-30	This policy does not indemnify the Insured in respect of any claim arising in connection with the handling or treatment of raw skins or hides.	W-65 This policy does not indemnify the Insured in respect of any claim arising in connection with work in connection with shipbreaking risks.
W-31	This policy does not indemnify the Insured in respect of any claim arising in connection with the erection, painting, repairing or demolition of gasholders.	W-66 This policy does not indemnify the Insured in respect of any claim arising in connection with work in connection with the building or repair of railway coaches or railway wagons.
W-32	This policy does not indemnify the Insured in respect of any claim arising in connection with work at a height exceeding 30 feet above ground or floor level.	W-67 Not with standing anything to the contrary contained in the within Policy, the Insured undertakes to make to the Company within one month of termination of each Period of Insurance a declaration of the maximum number of members of the club insured by the within Policy during such Period of Insurance and if the total number so declared shall differ from the number in respect of which premium has been paid, a proportionate additional premium shall be paid to or a proportionate refund of premium be made by the Company as the case may be.
W-32A	This policy does not indemnify the Insured in respect of any claim arising out of or in connection with work at height exceeding 10 feet above ground or floor level.	W-68 This policy does not indemnify the Insured in respect of any claim arising in connection with (a) quarrying or mining (b) loading, unloading, carting and all other operations, incidental to quarry work.
W-33	This policy does not indemnify the Insured in respect of any claim arising in connection with the testing or loading of firearms or cartridges.	W-69 This policy does not indemnify the Insured in respect of any claim arising in connection with fixing and rigging..
W-34	This policy does not indemnify the Insured in respect of any claim arising in connection with any manufacturing process.	W-70 This policy does not indemnify the Insured in respect of any claim arising in connection with work involving blasting operations.
W-35	This policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of belting for machinery.	W-71 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.
W-36	This policy does not indemnify the Insured in respect of any claim arising in connection with the dismantling, breaking up or demolition of buildings, works or plant; or in connection with the dismantling, breaking up or demolition (other than in the Insured's yard or premises) of machinery or scrap metal of any other description.	W-72 This policy does not indemnify the Insured in respect of any claim arising in connection with work other than that of a telephone of telegraph operator.
W-37	This policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of paper.	W-73 This policy does not indemnify the Insured in respect of any claim arising in connection with work on buildings.
W-38	This policy does not indemnify the Insured in respect of any claim arising in connection with the production or refining of mineral oils.	W-74 In consideration of the payment of an additional premium it is hereby understood and agreed that the within Policy is extended to include employees occasionally employed by the Insured as Domestic Servants in connection with his house or garden *(1) or stable *(2) or in connection with the Motor Car or Motor Cars owned by him: For the purposes of this Insurance the expression "employees occasionally employed" shall not be deemed to include any person regularly employed for more than two days a week whether for the whole or part of the day or persons employed continuously for more than two months. *Omit (1) and/ or (2) where inapplicable.
W-39	This policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of machine made paper, tracing cloth, tracing paper, or waxed paper.	W-75 It is hereby understood and agreed that Insurance Premium 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 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.
W-40	This policy does not indemnify the Insured in respect of any claim arising in connection with employment other than in the territorial waters of the Colony of Hong Kong.	W-76 This policy does not indemnify the Insured in respect of any claim arising in connection with iron or steel erecting.
W-41	This policy does not indemnify the Insured in respect of any claim arising in connection with clay-getting from any quarry or pit, or with clay mining or the construction, repair or demolition of kiln chimneys.	W-77 This policy does not indemnify the Insured in respect of any claim arising in connection with working involving the use of staging or slings.
W-42	This policy does not indemnify the Insured in respect of any claim arising in connection with water diversion (other than work of a temporary and minor nature in respect of occasional surface water only), dam constructing or work within or behind dams, work in compressed air or diving.	W-78 This policy does not indemnify the Insured in respect of any claim arising in connection with racing pacemaking or speed trials.
W-43	This policy does not indemnify the Insured in respect of any claim arising in connection with any quarry which is not being worked under a valid licence issued by Government for the extraction of stone or mineral.	W-79 This policy does not indemnify the Insured in respect of any claim arising in connection with the repair of motor cars.
W-44	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.	W-80 This policy does not indemnify the Insured in respect of any claim arising in connection with felling, sawing or transporting of trees.
W-45	This policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of wire ropes.	W-81 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.
W-46	It is hereby understood and agreed that this policy is issued on the express understanding and condition that the Insured only makes rope, cord and twine from cotton yarn and does not engage in any work connected with the preparing and spinning of cotton.	
W-47	This policy does not indemnify the Insured in respect of any claim arising in connection with the employment of riggers.	
W-48	This policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of sanitary pipes, drain pipes, stone-ware, unglazed flower pots, fireclay goods, roofing and terra-cotta tiles or in connection with clay-getting in any quarry or pit or with clay mining or the construction, repair or demolition of kiln chimneys.	
W-49	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,	

W-82	This policy does not indemnify the Insured in respect of any claim arising in connection with the building or repairing of iron steel and concrete vessels other than vessels not exceeding 1000 tons gross measurement.	(iii) nothing in this Endorsement shall prejudice the right of the Company to cancel this Policy in accordance with General Condition f.
W-83	This policy does not indemnify the Insured in respect of any claim arising in connection with (a) the construction, alteration or demolition of buildings; (b) the construction or alteration of reservoirs, filter beds or softening plants; (c) the sinking or digging of wells; (d) the use of explosives; (e) tunnelling. NB - If the Tariff rate is paid for any of the above, the particular employment may be deleted from the endorsement.	Subject otherwise to the Terms of this Policy.
W-84	This policy does not indemnify the Insured in respect of any claim arising in connection with flying as aircrew or whilst otherwise occupied in the operation, repair or maintenance of the aircraft whilst in the air.	W-207 It is hereby declared and agreed that in respect of liability at law (excluding liability under the ordinance) the limit of the amount of the Company's liability in respect of any one claim or series of claims arising out of any one event shall be \$.....
W-85	This policy does not indemnify the Insured in respect of any claim arising in connection with (a) the use of explosives; (b) excavations exceeding in any part a depth of 10 feet from the surface; (c) quarrying; (d) tunnelling.	W-208 Notwithstanding anything contained herein to the contrary this Policy excludes all liabilities other than those arising under the Ordinance.
W-86	This policy does not indemnify the Insured in respect of any claim arising in connection with (a) the use of explosives; (b) quarrying; (c) tunnelling.	W-209 It is hereby understood and agreed that this Policy does not indemnify the insured in respect of any liability to pay medical expenses under the Ordinance.
W-87	This policy does not indemnify the Insured in respect of any claim arising in connection with any work other than making toilet soap by remelting and/or perfuming manufactured soap.	W-211 In consideration of an additional premium being paid on the total earnings of the employees described below it is hereby agreed that any limitations in amount of compensation specified in the ordinance relating to Death and Permanent Incapacity respectively shall not apply to any compensation payable in respect of such employee but the total liability of the Company in respect of any one such employee shall not exceed for employees :-
W-88	This policy does not indemnify the Insured in respect of any claim arising in connection with sign erecting.	(i) Under 40 years of age - 84 months earnings in the case of Death and 96 months in the case of Permanent Incapacity
W-89	This policy does not indemnify the Insured in respect of any claim arising in connection with a quarry worked by the Insured.	(ii) 40-56 years of age - 60 months earnings in the case of Death and 72 months in the case of Permanent Incapacity
W-90	It is hereby understood and agreed that if the duties of any employee at a stone or slate dressing or stone breaking yard occupied by the Insured take him at any time to a quarry worked by the Insured the total wages of any such employee shall be rated at the rate applicable to the quarrymen.	(iii) 56 years of age & Over - 36 months earnings in the case of Death and 48 months in the case of Permanent Incapacity
W-92	This policy does not indemnify the Insured in respect of any claim arising in connection with wells exceeding a depth of 20 feet from the surface or in connection with the sinking or digging of wells other than Artesian or Tube wells.	Subject otherwise to the Terms of this Policy
W-92A	This policy does not indemnify the Insured in respect of any claim arising in connection with wells exceeding a depth of 3 feet from the surface or in connection with the sinking or digging of wells other than Artesian or Tube well.	W-338 It is hereby understood and agreed that this Policy is extended to indemnify Principal named in the Policy Schedule (hereinafter called the Principal) 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.
W-93	This policy does not indemnify the Insured in respect of any claim arising in connection with the sinking or digging of wells other than Artesian or Tube wells.	Provided always that
W-94	This policy does not indemnify the Insured in respect of any claim arising in connection with the sinking of wells other than by pre-cast concrete well wall.	(1) 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.
W-95	This policy does not indemnify the Insured in respect of any claim arising in connection with felling sawing and carting of trees other than the cutting and clearing of light undergrowth.	(2) 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
W-96	This policy does not indemnify the Insured in respect of any claim arising in connection with felling sawing or transporting of trees other than light trees not exceeding 20 feet in height.	(3) the Company shall have full conduct and control of all claims in respect of which indemnity is granted by this Endorsement
W-97	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.	Subject otherwise to the Terms of this Policy
W-98	This policy does not indemnify the Insured in respect of any claim arising in connection with castings exceeding 1 ton in weight.	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 :-
W-99	This policy does not indemnify the Insured in respect of any claim arising in connection with slating, roof or ceiling tilling, dismantling, breaking up or demolition of buildings, works, plant or machinery of any description or loading or discharging vessels.	"Now this Policy witnesseth that if any Employee in the immediate employ of any of the parties jointly described as the Insured shall sustain bodily injury or death by Accident or Disease occurring during the Period of Insurance within the Geographical Area and arising out of and in the course of his employment by the Insured in the Business."
W-100	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.	It is further understood and agreed that Exception (a) of this Policy is deleted.
W-101	This policy does not indemnify the Insured in respect of any claim arising in connection with any machinery (other than cranes, hoists, lifts or pug mills) driven by steam, gas, water, electricity or other mechanical power.	Subject otherwise to the Terms of this Policy.
W-102	This policy does not indemnify the Insured in respect of any claim arising in connection with the employment of stevedores.	W-358 It is hereby understood and agreed that this Policy is extended to indemnify...(hereinafter called the Principal Contractor) 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 Contractor to Employees of the Insured engaged in connection with a contract undertaken by the Insured for the Principal Contractor.
W-103	This policy does not indemnify the Insured in respect of any claim arising in connection with groomers or stablehands or any employee who at any time rides.	Provided always that
W-104	This policy does not indemnify the Insured in respect of any claim arising in connection with stevedores or dock or wharf labourers.	(1) the Principal Contractor shall as though he were the Insured observe fulfill and be subject to the Terms of this Policy insofar as they can apply.
W-105	This policy does not indemnify the Insured in respect of any claim arising in connection with the use of the vessel for any commercial purpose.	(2) the Company shall have full conduct and control of all claims in respect of which indemnity is granted by this Endorsement.
W-106	This policy does not indemnify the Insured in respect of any claim arising in connection with work involving welding or in connection with salvage operations.	Subject otherwise to the Terms of this Policy.
W-107	It is hereby understood and agreed that this policy is issued on the express understanding and condition that the Insured is operating a regular scheduled ferry service.	
W-108	This policy does not indemnify the Insured in respect of any claim arising in connection with excavations in any part of a depth of 10 feet from the surface.	Endorsement C
W-203	It is hereby understood and agreed that in any case to which this Policy applies and which results in the temporary incapacity of an employee insured hereunder the Company will pay to the Insured the full amount of the difference between the monthly earnings which he is earning or is capable of earning in some suitable employment or business after the accident in lieu of two-thirds of such difference as prescribed in the Legislation in respect of any period of such temporary incapacity not exceeding twelve (12) months from the commencement thereof.	This Policy does not indemnify the Insured in respect of any claim arising out of or in connection with working in construction site.
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. The Premium in respect of such extended insurance is to be calculated at the rate as arranged on the total earnings during each period of insurance of employees engaged by such subcontractors.	
W-206	The Premium shall be paid in installments, the first of such at inception date and thereafter the succeeding installments at the expiry of each year of the Period of Insurance. Provided that :- (i) at the expiry of each year of the Period of Insurance, the Company shall have the right to revise the Premium. (ii) Insurance Premium Clause of the Policy is deleted and replaced by :- "The Premium is to be regulated by the amount of wages and salaries and other earnings paid by the Insured to Employees during each year of the Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct amount of all such wages salaries and other earnings paid during each year of the Period of Insurance within one month from the expiry of each year of the Period of Insurance. If the amount so paid shall differ from the amount on which the installment premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund to the Company as the cases may be."	

CYBER RISK EXCLUSION CLAUSE LMA5411

- Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes any:
 - Cyber Loss;
 - loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
 - If the Insurer allege that by reason of this exclusion any loss, damage, liability, claim, cost or expense sustained by the Company is not covered by this insurance agreement, the burden of proving the contrary shall be upon the Company.
- Definitions
- Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
 - Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
 - Cyber Incident means:
 - any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
 - Computer System means:
 - any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
 - Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.