Chubb Work Guard
Employees' Compensation Insurance

Policy Wording

CHUBB®

Contents

(Form Code: WGEC.P.05/2025)

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** witnessed 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 fulfil and be subject to the Terms of this **Policy** in as far as they can apply.

Definitions

For the purposes of this **Policy**:

(a) **Accident** means an accident or a series of accidents arising out of one event.

(b) **Business** means the usual work and activities carried on by the **Insured** pertaining to his business as specified in the Schedule and no others.

(c) **Company** means the Chubb Insurance Hong Kong Limited.

(d) **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) **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) **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) **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) **Proposal** and **Declaration** means any signed proposal form and declaration and any information supplied by or on behalf of the **Insured** in addition thereto or in substitution therefor.

Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words 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 and Exclusions

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.

(j) any loss, demand, claim or suit directly or indirectly arising out of or related in any way to asbestos or asbestos-containing materials.

Sanctions Exclusions

The **Company** shall not provide cover nor make any payment hereunder to the extent that doing so would expose the Company to any sanction, prohibition or restriction under any United Nations resolution or under any trade or economic sanction, law or regulation of Hong Kong Special Administrative Region, United Kingdom, the European Union or the United States of America.

Terrorism Endorsement

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

(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 March 31, 2003 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 **Act 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";

(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 any bodily injury or death by **Accident** or **Disease** does not fall within the scope of "The Facility Agreement", or the **Company**'s breach of "The Facility Agreement"; and

(d) The indemnity in respect of **Acts of terrorism** shall not apply to any extended benefits under this **Policy** above the minimum coverage requirements under the Employees' Compensation Ordinance.

For the purpose of the above an **Act of terrorism** means the use of any 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 intent to influence any government and/or out the public, or any section of the public, in fear.

If the **Company** alleges that any bodily injury or death by **Accident** or **Disease** does not fall within the scope of this Endorsement, the burden of proving the contrary shall be upon the **Insured**.

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) It is warranted that the **Insured** shall pay the full premium due at inception within ninety (90) days from the effective date of this **Policy**. If this warranty is not complied with, the **Company** reserves the right to cancel the **Policy** with immediate effect. If the **Policy** is cancelled, the **Insured** shall be responsible to pay the premium for the period during which the **Company** has been on risk.

(e) 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.

(f) 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 Conditions

(a) **Claims Notification and Demands**

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,** including 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 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 (Cap. 609 of the Laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this **Policy** that an arbitration award shall be first obtained. If the **Company** shall disclaim liability to the **Insured** for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

(h) **Governing Law**

This **Policy** is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

(i) **Rights of Third Parties**

It is hereby expressly agreed that 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**.

Clauses and Warranties

The following Clauses and Warranties shall only apply to this **Policy** when specifically mentioned in the Schedule.

N.B. The symbol "…(x)…", wherever it appears before any wording shown below, means that the following words form part of that endorsement and are to be inserted before the wording shown below:

"This Policy does not indemnify the **Insured** in respect of any claim arising in connection with"

W1 …(x)… 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.

W2 …(x)… the breeding or training of animals other than domestic animals.

W3 …(x)… the handling of livestock.

W4 …(x)… erecting fitting or repair away from the **Insured**'s shop or yard.

W5 …(x)… the making of tins, boxes or cans.

W6 …(x)… the delivery of goods whether by hand or otherwise.

W7 …(x)… the carting or delivery of goods other than by hand or handcart.

W8 …(x)… the use of machinery driven by steam, gas, water, electricity or other mechanical power.

W9 …(x)… craft at sea or in respect of any claim arising in connection with the building of craft of material other than wood.

W10 …(x)… cutting of bark, wood, bamboo, or cane from growth.

W11 …(x)… the manufacture of wire mattresses.

W12 It is a condition of this policy that the indemnity granted is in respect of indoor staff only.

W13 …(x)… work away from the **Insured**'s shop or yard other than transport work.

W14 …(x)…
(a) clay-getting or blaes-getting below twenty (20) feet in depth from surface level;
(b) the construction, repair or demolition of kiln chimneys.

W15 …(x)… any job where there is structural steel (other than rods for reinforced concrete) or metal frame structure.

W16 …(x)… 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, thirty (30) feet.

W17 …(x)… any work involving maintenance, repair or erection.

W18 …(x)… the handling of any unit exceeding five (5) pounds in weight when completed for use.

W19 …(x)… the production of commercial camphor from raw material.

W20 The **Company** shall not be liable by virtue of this **Policy** if at any time the **Insured** is engaged in film production.

W21 …(x)… any building or decorating work.

W22 …(x)… work on vessels other than vessels at anchorage.

W23 …(x)… quarrying or mining.

W24 …(x)… the use of machinery for cutting or pressing metal.

W25 …(x)… 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.

W26 …(x)…
(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.

W27 …(x)… the fixing or erection of flags, decoration, tents or marquees.

W28 …(x)… employees other than salesmen and buyers.

W29 …(x)… the handling or treatment of fur or leather.

W30 …(x)… the handling or treatment of raw skins or hides.

W31 …(x)… the erection, painting, repairing or demolition of gasholders.

W32 …(x)… work at a height exceeding thirty (30) feet above ground or floor level.

W33 …(x)… the testing or loading of firearms or cartridges.

W34 …(x)… any manufacturing process.

W35 …(x)… the manufacture of belting for machinery.

W36 …(x)… 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.

W37 …(x)… the manufacture of paper.

W38 …(x)… the production or refining of mineral oils.

W39 …(x)… the manufacture of machine made paper, tracing cloth, tracing paper, or waxed paper.

W40 …(x)… employment other than in the territorial waters of Hong Kong.

W41 …(x)… clay-getting from any quarry or pit, or with clay mining or the construction, repair or demolition of kiln chimneys.

W42 …(x)… water diversion (other than work of a temporary and minor nature in respect of occasional surface water only), dam construction or work within or behind dams, work in compressed air or diving.

W43 …(x)… any quarry which is not being worked under a valid licence issued by Government for the extraction of stone or mineral

W44 …(x)… press-packing other than by manual power or in connection with press-packing of metal.

W45 ...(x)... the manufacture of wire ropes.

W46 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.

W47 ...(x)... the employment of riggers.

W48 ...(x)... 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 of with clay mining or the construction, repair or demolition of kiln chimneys.

W49 ...(x)...
(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.

W50 ...(x)... roofing work other than on flat roofs only which are fully protected by parapet walls.

W51 ...(x)...
(a) any work of demolition (except the demolition of buildings not exceeding thirty (30) feet in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by employees in the direct employ of the **Insured** and forms part of a contract for reconstruction, alteration or repair);
(b) the construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, wells over twenty (20) feet in depth from the surface, docks, railways, canals or tunnels;
(c) blasting operations, quarrying or sand or gravel getting;
(d) water diversion (other than work of a temporary and minor nature in respect of occasional surface water only), dam construction or work within or behind dams, pile driving, work in compressed air or diving.

W52 ...(x)... wire drawing of any metal other than gold, platinum or silver.

W53 ...(x)... wire drawing of any metal other than gold, platinum, silver, brass or copper.

W54 ...(x)... the use of rubber solvents or vulcanizers.

W55 ...(x)... any work outside buildings.

W56 ...(x)... pit sinking or the construction, alteration or repair of chimney shafts.

W57 ...(x)... shaft or lift well sinking.

W58 ...(x)... castings exceeding twenty-eight (28) pounds in weight.

W59 ...(x)... sinking or digging of wells other than artesian or tube wells.

W60 ...(x)...
(a) work aloft on ships;
(b) work at a height exceeding thirty (30) feet above ground or floor level.

W61 ...(x)... the crews of craft used outside the Territorial waters of Hong Kong.

W63 ...(x)... 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.

W64 ...(x)... work aboard vessels or craft of any description or in connection with shipbreaking.

W65 ...(x)... work in connection with shipbreaking risks.

W66 ...(x)... work in connection with the building or repair of railway coaches or railway wagons.

W68 ...(x)...

(a) quarrying or mining;
(b) loading, unloading, carting and all other operations, incidental to quarry work.

W69 ...(x)... fixing and rigging.

W70 ...(x)... work involving blasting operations.

W71 ...(x)...
(a) employees receiving from or delivery to vessels or craft of any description or employees on dock quayside or wharf;
(b) stevedores or lightermen.

W76 ...(x)... iron or steel erecting.

W77 ...(x)... working involving the use of staging or slings.

W78 ...(x)... racing pacemaking or speed trials.

W79 ...(x)... the repair of motor cars.

W80 ...(x)... felling, sawing or transporting of trees.

W81 ...(x)... the printing of newspapers or the manufacture of paper.

W83 ...(x)...
(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.

W84 ...(x)... flying as aircrew or whilst otherwise occupied in the operation, repair or maintenance of the aircraft whilst in the air.

W85 ...(x)...
(a) the use of explosives;
(b) excavations exceeding in any part a depth of ten (10) feet from the surface;
(c) quarrying;
(d) tunnelling.

W86 ...(x)...
(a) the use of explosives;
(b) quarrying;
(c) tunnelling.

W87 ...(x)... any work other than making toilet soap by remelting and/or perfuming manufactured soap.

W88 ...(x)... sign erecting.

W89 ...(x)... a quarry worked by the **Insured**.

W95 ...(x)... felling sawing and carting of trees other than the cutting and clearing of light undergrowth.

W96 ...(x)... felling sawing or transporting of trees other than light trees not exceeding twenty (20) feet in height.

W97 ...(x)... fitting, installing, repairing or testing away from the premises of the **Insured**.

W98 ...(x)... castings exceeding one (1) ton in weight.

W99 ...(x)... slating, roof or ceiling tiling, dismantling, breaking up or demolition of buildings, works, plant or machinery of any description or loading or discharging vessels.

W100 ...(x)... the handling of any unit exceeding five hundered and fifty (550) pounds in weight when completed for use.

W101 ...(x)... any machinery (other than cranes, hoists, lifts or pug mills) driven by steam, gas, water, electricity or other mechanical power.

W102 ...(x)... the employment of stevedores.

W103 ...(x)... grooms or stablehands or any employee who at any time rides.

W104 ...(x)... stevedores or dock or wharf labourers.

W105 ...(x)... the use of the vessel for any commercial purpose.

W106 ...(x)... work involving welding or in connection with salvage operations.

W108 ...(x)... excavations in any part of a depth of ten (10) feet from the surface.

WW Employee Working Overseas Clause
Notwithstanding anything to the contrary contained in the **Policy**, it is hereby understood and agreed that this **Policy** is extended to cover the **Insured**'s **Employees** temporarily working outside of Hong Kong

Safety Belt Warranty
This **Policy** does not indemnify the **Insured** in respect of any claim arising in connection with works at height or on platform exceeding six (6) feet above ground or floor level unless safety belts or harness is put on at all times during the course of work and fastened to an anchorage that provides adequate support and protection. It is also warranted that the safety belt shall be provided and ensured to put on during the course of work by the **Insured**.

W6A Cycle or Motorcycle Exclusion Clause
This **Policy** does not indemnify the **Insured** in respect of any claim arising in connection with the delivery of goods or meals by cycle, motorcycle or other personal mobility devices.

W303 Construction Site Clause
This **Policy** does not indemnify the **Insured** in respect of any claim arising in connection with any work or duties in construction sites.

Earnings Declaration / 申報工資

It is very important that all employers must report actual earnings information of their employees to the insurers, in order to comply with the Employees' Compensation Ordinance ("ECO"), Chapter 282, and to ensure full indemnification to meet their liability to the employees for accidents arising out of and in the course of the employment.

1. Within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of the Employees' Compensation Insurance ("ECI") policy, they shall supply the insurers with the completed Premium Adjustment & **Declaration** of **Earnings** Form stating the actual earnings of their employees as well as the relevant supporting documents during the Period of Insurance.

2. According to the clause (e) of the **Policy** Limit of Indemnity in the ECI policy, under-reporting of earnings may result in proportionate reduction in indemnity for compensable claims. In such cases, Employers will have to bear the proportionate share of indemnity for the injured employees by themselves. If no declaration of the actual earnings by the employer is received by the insurer as prescribed in (1) above, for the purpose of this clause the earnings estimated by the employer 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.

3. Furthermore, an employer failing to insure in accordance with Section 40(1) of the ECO commits an offence and is liable to conviction to the maximum fine of HKD100,000 and imprisonment for two years.

為符合法例第 282 章 <<僱員補償條例>> 的規定，共確保僱主須補償僱員因工受傷的責任時獲得足夠保障，僱主必須向保險公司如實申報其僱員的實際工資。謹此提醒所有僱主 ：

1. 僱主必須在保單到期或取消保單以後的 90 天內，向保險公司提交已填妥的「保費調整及工資申報表格」，申報其所有僱員在保險期內的實際工資金額， 並提供有關證明文件。

2. 根據現行僱員補償保單內有關保單賠償限額的條款(e)，僱主如不足額申報工資，保險公司或會因此按比例減少償付僱主須補償其受傷僱員的金額，僱主需按比例承擔賠償餘額。如僱主沒有按照上述(1)向保險公司申報實際工資金額，僱主在保單生效時提交的估計工資金額將視作實際工資金額，並以此釐定是否投保不足。

3. 任何未有按照 <<僱員補償條例>> 第 40(1)條的規定購買僱員補償保險的僱主，即屬違法，最高可被判罰款港幣十萬元及監禁兩年。

Chubb Work Guard Employees' Compensation Insurance Policy, Hong Kong SAR. Published 05/2025.

Premium Adjustment & Declaration of Earnings Form

Part 1 – General Information	
Insured:	
Policy No.:	
Period of Insurance:	

Part 2 – Declaration of Earnings

Description of Occupation	**Number of Persons Employed**	**Total Earnings (HKD)**
Total		

Part 3 – Declaration & Signature

Pursuant to the Insurance Premium Clause of the abovementioned policy, I/we affirm that the above amount of all earnings paid by me/us to every employee in my/our employment during the said Period of Insurance is true and correct to the best of my/our knowledge.

Signature of Insured: **(company chop where applicable)**	**Name & Title of Person Signing:**
Date:	**Designation:**

Important Notice

1. Any employer who fails to insure himself in accordance with Section 40(1) of the Employees' Compensation Ordinance (Chapter 282) shall be guilty of an offence and shall be liable on conviction to a maximum fine of HKD100,000 and imprisonment for two years.

2. You are required under the policy conditions to furnish the Premium Adjustment & **Declaration** of **Earnings** Form to your insurance company within the stipulated time (see Guidelines (c) below).

Guidelines for completing the Premium Adjustment & **Declaration** of **Earnings** Form

(a) Description of Occupations

Each category of occupation is to be shown separately e.g. Clerical Staff, Sales/Marketing, Messenger, Lorry Driver, Welder etc.

(b) Total Earnings (As more fully defined under Section 3 of the Employees' Compensation Ordinance (Chapter 282)

Please declare the actual total gross earnings for the Period of Insurance.

(c) Submission

You have to complete the Premium Adjustment & **Declaration** of **Earnings** Form and submit it within ninety (90) days after the expiry or termination of the policy together with the following:

(i) Signature of an authorized officer.

(ii) Monthly MPF Contribution Statements for the Period of Insurance (stating the occupation of each employee).

Personal Information Collection Statement

Chubb Insurance Hong Kong Limited ("**We/Us/Our**") want to ensure any customer ("**You/Your**") who provides personal identifiable information ("**Personal Data**") to **Us** are confident that **Your Personal Data** is treated with the appropriate degree of confidentiality and security.

This Personal Information Collection Statement sets out the types of **Personal Data We** may collect, the purposes for collecting **Personal Data**, how and when **We** may use and disclose the **Personal Data**, and how **You** may access and correct **Your Personal Data**.

The types of **Personal Data We** collect from **You** depends on **Your** relationship with **Us**. The **Personal Data** may include but not limited to **Your** name, date of birth, identification document number, contact details (e.g. phone number, address, email address), financial information and account details, medical information, claims history, photographs and location information. Sometimes **You** may provide **Personal Data** about another person to **Us**, in doing so **You** confirm **You** have obtained that person's consent and have the authority to provide such **Personal Data** for use and transfer by **Us**.

a. Purposes of Collection of Personal Data

We will collect and use **Your Personal Data** for the purposes of creating, distributing and providing competitive insurance products and services, including **Our** processing of **Your** applications for insurance products, administering and managing **Your** and **Our** rights and obligations in relation to such insurance cover. **We** also collect **Personal Data** to identify products and services for **You**, to conduct research, surveys and analytics, and to market **Our** products and services. **We** may require **You** to provide certain **Personal Data** on mandatory basis for enabling **Us** to provide **You** with **Our** products and/or services.

b. Direct marketing

Only with **Your** consent, **We** may use **Your** name, phone number, address, email address to contact **You** on marketing **Our** insurance products and services via mail, email, phone or messaging. **You** may notify **Us** to cease direct marketing by writing to **Our** Data Privacy Officer at the address stated below.

c. Transfer of Personal Data

All **Personal Data We** collect will be kept confidential and will not be disclosed nor transferred to any other parties without **Your** prior consent, but subject to any applicable law, **Your Personal Data** may be disclosed or transferred to the following parties (whether within or outside Hong Kong Special Administrative Region):

i. third parties who assist **Us** to achieve the purposes set out in paragraphs a and b above. For example, **Our** relevant staff, contractors, agents, service providers and others such as data analysts, professional advisers, loss adjudicators and claims investigators, doctors and medical service providers, expert consultants, emergency assistance providers, credit reference bureaus, government agencies, reinsurers and reinsurance brokers;
ii. **Our** parent and affiliated companies;
iii. the relevant insurance intermediary; and
iv. others for the purposes of public safety and law enforcement.

d. Access and correction of Personal Data

You may access and correct **Your Personal Data** held by **Us** and **We** will do so unless there is any legal reason why **We** may refuse to do so. Please email **Our** Data Privacy Officer at Privacy.HK@chubb.com or mail to **Us** at 39/F, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong. If **We** levy any charges for providing information on your request, such charges will not be excessive. **We** will not charge **You** for updating **Your Personal Data**.

About Chubb in Hong Kong SAR

Chubb is a world leader in insurance. With both general and life insurance operations, Chubb has been present in Hong Kong SAR for more than 90 years via acquisitions by its predecessor companies. Its general insurance operation in Hong Kong SAR (Chubb Insurance Hong Kong Limited) is a niche and specialist general insurer. The company's product offerings include property, casualty, marine, financial lines and consumer lines designed for large corporates, midsized commercial & small business enterprises as well as retail customers. Over the years, it has established strong client relationships by being consistent and responsive, by offering market leading claims services and innovative products, and providing market leadership built on financial strength.

More information can be found at www.chubb.com/hk.

Contact Us

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(Form Code: WGEC.P.05/2025)