



# Employees' Compensation Insurance Policy

Please read this Policy and Schedule and the Notice of Insurance and make certain that they are in accordance with your requirements. If you would like a copy of this Policy in large print, please contact our Customer Care Centre at +852 2968 2288.

## IMPORTANT NOTICE

The Employees' Compensation Ordinance requires an employer to take out an insurance policy covering all employees engaged in his business with a Minimum Amount of insurance coverage.

It is important to note that only those employees named or employees that fall within the categories of occupation specified in the Schedule (i.e. Employees as defined below) are insured under this Policy. Unless otherwise specified, this Policy covers only the Employees of the Insured as specified in the Schedule) and shall not be broadly construed to cover all employees of the Insured.

It is the Insured's responsibility to ensure that the requirements under the Ordinance are complied with. In the event of a subsequent change in the number of employees, the Insured should consult his insurance consultants or the Insurers immediately.

## 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 Insurers 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 the Employee (as specified in the Schedule and defined below) 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 Insurers 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 Insurers' 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 Insurers under this Policy shall be limited to such sums as the Insurers 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 Insurers to make payment or to provide indemnity under this Policy.

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

## DEFINITIONS

For the purposes of this Policy:

- (a) "Accident" means an accident or a series of accidents arising out of one event.
- (b) "Business" means the usual work and activities carried on by the Insured pertaining to his business as specified in the Schedule and no others.
- (c) "Insurers" means Zurich Insurance Company Ltd
- (d) "Insurers' Indemnity" means indemnity provided under this Policy including costs and expenses incurred by or on behalf of the Insured with the Insurer'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" (uppercase "E") has the same meaning as assigned to that expression in the Ordinance but limited to the employees named or employees that fall within the categories of occupation specified in the Schedule. Unless otherwise specified, this Policy covers only the Employees of the Insured and shall not be broadly construed to cover all employees of the Insured.  
For the avoidance of doubt, "employee" (lowercase "e") referred to in this Policy means any person that falls within the meaning of employee in the Ordinance. An "employee" is not insured under this Policy unless his/her name or category of occupation is specified in the Schedule.
- (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) "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 Insurers' 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 Insurers' 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 Insurers' 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 Insurers' 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 Insurers may pay to the Insured the full amount of the Insurers' 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 Insurers 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 Insurers in connection therewith or of the Insurers 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 Insurers' 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 Insurers 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.

## EXCEPTIONS

The Insurers 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 does not fall within the definition of Employee under this Policy and has not been named or the category of occupation of whom has not been specified in the Schedule;
- (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 Insurers have not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Insurers to be added as a party to the proceedings.
- (j) any liability resulting from existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

## AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

## INSURANCE PREMIUM

- (a) Prior to the commencement of the Period of Insurance, the Insured shall supply the Insurers with a declaration estimating the Earnings of the Employees to be covered by this Policy (whose particulars have now been specified in the Schedule) 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 Insurers.

- (b) The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of this Policy supply the Insurers with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of the Employees covered by this Policy (whose particulars are specified in the Schedule) 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 Insurers 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 covered by this Policy (whose particulars are specified in the Schedule) shall be properly recorded by the Insured and retained in a safe place so that a record exists of all persons who are Employees covered by this Policy and the Insured shall at all reasonable times allow the Insurers to inspect and obtain copies of such records.
- (e) If the Insured fails to cooperate with the Insurers in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Insurers, the Insurers shall retain the discretion not to renew this insurance upon expiry of this Policy.

## CLAIMS SETTLEMENT CONDITIONS

### (a) Claims Notification Demands etc

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof in writing to the Insurers with full particulars.

The Insured shall also give the Insurers 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 Insurers immediately on receipt.

### (b) Claims Control by the Insurers

The Insurers 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 Insurers for the conduct of such claim demand or proceedings as the Insurers in its discretion may from time to time require; and
- (ii) the Insured shall not without the written consent of the Insurers 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 Insurers 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 Insurers 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 Insurers 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 Insurers may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Insurers. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Insurers to the extent of the amount paid by the Insurers in respect of any claim including any costs and expenses paid or incurred by the Insurers 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 Insurers 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 Insurers 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 involuntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources; or

### (d) Right of Inspection

The Insurers 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 Insurers unless the written consent of the Insurers are first obtained and endorsed hereon.

### (f) Cancellation

This Policy may be cancelled by the Insurers 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) Alternative Dispute Resolution

In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609), Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if the Insurers deny or reject liability for any claim under this Policy and the insured person does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, the insured person's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.

### (h) Governing Law and Jurisdiction

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

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

### (i) Notification

Without prejudice to the scope of cover as defined in the Insuring Clause and the Schedule, the Insured shall immediately notify the Insurers in writing of any material change in the number of the Insured's employees. For the avoidance of doubt, such notification shall not vary the coverage and the terms under this Policy unless it is expressly agreed by the Insurers in writing. The Insurer reserves the right to accept or deny any variation of coverage and to adjust the Premium in accordance with such variation, if any.

## TERRORISM ENDORSEMENT

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

- (a) the Policy Limit of Indemnity shall be such amount which the Insurers actually receive from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 20th November 2003 between the Government and the Insurers under which the Government agreed to make available to the Insurers and other direct insurance companies authorized to underwrite employee's compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Insurers will only be required to make payment after it has received from the Government
  - (i) an approval letter confirming that the Insurers should settle the claim and
  - (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Insurers shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Insurers' breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

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

If the Insurers allege that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

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

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

## EXCLUSION - APPLICABLE IF SPECIFICALLY MENTIONED IN THE SCHEDULE OR CONTINUATION SCHEDULE

- W1 This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of woodworking machinery driven by steam, gas, water, electricity or other mechanical power. The expression "woodworking machinery" shall not be deemed to include lathes, fret-saws, boring machines, sanding machines; or mechanically-driven portable tools applied to the work by hand, other than pendulum and swing saws.
- W7 This Policy does not indemnify the Insured in respect of any claim arising in connection with the carting or delivery of goods other than by hand or handcart.
- W8 This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of machinery driven by steam, gas, water, electricity or other mechanical power.
- W12 It is a condition of this Policy that the indemnity granted is in respect of indoor staff only
- W13 This Policy does not indemnify the Insured in respect of any claim arising in connection with work away from the Insured's shop or yard other than transport work.
- W18 This Policy does not indemnify the Insured in respect of any claim arising in connection with the handling of any unit exceeding five (5) pounds in weight when completed for use.
- W21 This Policy does not indemnify the Insured in respect of any claim arising in connection with any building or decorating work.
- W24 This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of machinery for cutting or pressing metal.
- W32 This Policy does not indemnify the Insured in respect of any claim arising in connection with work at a height exceeding nine (9) metres above ground or floor level.

- W34 This Policy does not indemnify the Insured in respect of any claim arising in connection with any manufacturing process.
- W44 This Policy does not indemnify the Insured in respect of any claim arising in connection with press-packing other than by manual power; or in connection with press-packing of metal.
- W49 This Policy does not indemnify the Insured in respect of any claim arising in connection with
- Employees receiving from or delivering to vessels or craft of any description, or Employees on dock quayside or wharf;
  - stevedores or lightermen;
  - the carting or delivery of goods other than by hand or handcart.
- W51 This Policy does not indemnify the Insured in respect of any claim arising in connection with
- any work of demolition (except the demolition of buildings not exceeding 9 metres in height from the lowest point of the foundations to the highest point of the building, including chimneys, when such demolition is carried out by Employees in the direct employ of the Insured and forms part of a contract for reconstruction, alteration or repair);
  - the construction, alteration or repair of towers, steeples, blast furnaces, chimney shafts, viaducts, bridges, wells over six (6) metres in depth from the surface, docks, railways, canals or tunnels;
  - blasting operations, quarrying or sand or gravel getting;
  - water diversion (other than work of a temporary and minor nature in respect of occasional surface water only), dam construction or work within or behind dams, pile driving, work in compressed air or diving.
- W58 This Policy does not indemnify the Insured in respect of any claim arising in connection with castings exceeding 28 pounds in weight.
- W71 This Policy does not indemnify the Insured in respect of any claim arising in connection with
- Employees receiving from or delivering to vessels or craft of any description or Employees on dock quayside or wharf;
  - stevedores or lightermen.
- W81 This Policy does not indemnify the Insured in respect of any claim arising in connection with the printing of newspapers or the manufacture of paper.
- W97 This Policy does not indemnify the Insured in respect of any claim arising in connection with fitting, installing, repairing or testing away from the premises of the Insured.
- W100 This Policy does not indemnify the Insured in respect of any claim arising in connection with the handling of any unit exceeding five hundred and fifty (550) pounds in weight when completed for use.
- W102 This Policy does not indemnify the Insured in respect of any claim arising in connection with the employment of stevedores.
- W300 This Policy does not indemnify the Insured in respect of any claim arising in connection with window cleaning at a height exceeding ten (10) feet above ground or floor level.
- W301 This Policy does not indemnify the Insured in respect of any claim arising in connection with any work at a height exceeding thirty (30) feet above ground or floor level without wearing a safety belt.
- W302 This Policy does not indemnify the Insured in respect of any claim arising in connection with any welding work without wearing protective eye goggles.
- W303 This Policy does not indemnify the Insured in respect of any claim arising out of or in connection with any work or duties in construction sites.

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

### E.3 Worldwide Cover for Commercial Visits by Non-Manual Staff

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

Provided always that under this extension:

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

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

### E.4 Worldwide Cover for Commercial Visits

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

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

## CLAIMS PROCEDURE

The claims procedure follows that required by the Employees' Compensation Ordinance on which your insurance is based.

An Employee who sustains injury by Accident arising out of and in the course of his/her employment shall be eligible to receive compensation such as periodical payment(s) for the period of temporary incapacity (usually known as sick leave) and medical expenses from the employer irrespective of the duration of his/her sick leave.

For the compensation claims involving no permanent incapacity with sick leave period less than three (3) days, the following procedures should be adopted:

## NOTIFICATION OF ACCIDENT

An employer is required to use a specified Form (Form 2B) to notify the Commissioner of Labour Department of any work accident which incapacitates his/her employee for a period of not more than three (3) days. The notification should be made within fourteen (14) days after the Accident. A detailed circumstances of the Accident and occupation of the employee should also be described in the space of the said Form. In normal situations, an employee who has temporary incapacity of not more than three (3) days is not required to attend medical assessment of the Labour Department.

If it turns out that the period of sick leave subsequently exceeds three (3) days, the employer is required to give further notice to the Commissioner of Labour Department. Such notice should be given in a prescribed Form (Form 2) within fourteen (14) days after the employer has been informed of the longer period of sick leave. After recovery of the employee, he/she is required to attend the medical assessment of the Labour Department. The Commissioner of Labour Department is empowered to issue a Certificate of Assessment and Certificate of Compensation Assessment to both employee and employer stating particulars of the assessment and the amount of compensation.

Immediately after the accident, we, as Insurers, need to have a copy of Form 2B and/or Form 2, which will serve as notification of the claim. If medical expenses are involved, the Certificate of Assessment with Certificate of Compensation Assessment and original sick leave certificate must be submitted together with the original medical bills once they are available.

Should you require any guidance in submitting your claim, please do not hesitate to call our claims hotline, Monday to Friday 9:00 a.m. to 5:30 p.m. on +852 2903 9388.

### 賠償手續

處理僱員賠償手續基本上以本港僱員補償條例為依歸。

僱員在受僱工作期間因工遭遇意外而致身體受傷，不論喪失工作能力的期間（一般稱為病假）多久，均有資格向僱主領取該段期間的按期付款及醫療費用等補償。

如僱員沒有永久喪失工作能力而病假數目也不超過3天，須按以下程序處理：

### 意外通知

僱主須以指明的表格（表格2B）通知勞工處處長有關任何導致僱員喪失工作能力不超過3天的意外，並需於該表格上的空白位置，詳述意外發生之經過及受傷僱員的職業。該通知必須於意外發生後14天內發出在一般情況下。如僱員的病假不超過3天，毋需到勞工處銷假及判傷。

假如在發出通知後，僱員的病假延長至超過3天，僱主須於獲悉病假延長後14天內，以訂明的表格（表格2）再通知勞工處處長。僱員於康復後，亦需到勞工處銷假及判傷後由勞工處處長簽發評估證明書和評定賠償證明書給予受傷僱員及其僱主。並闡明判傷資料和賠償款額。

意外發生後，僱主亦須同時以表格2B及/或表格2副本一份給予本公司以作為知會賠償。至於醫療費用賠償，更要附上有關票據之正本，連同評估證明書和評定賠償證明書及病假證明書之正本，以作為處理賠償根據。

如閣下對上述賠償手續有不明之處或需要協助，請於星期一至五上午9時至下午5時30分致電索償熱線。電話：+852 2903 9388。

此乃中文譯本，僅供參考之用。若與英文版本有異，概以英文版本為準。

## NOTIFICATION TO EMPLOYER

### EMPLOYEES' COMPENSATION INSURANCE – EARNINGS DECLARATION

It is very important that all employers must report actual earnings information of their employee 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.

Employers are reminded that:

- (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 clause (e) of the Policy Limit of Indemnity contained 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 insured under the ECI policy by themselves. If no declaration of the actual earnings by the employer is received by the Insurers 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 up to the maximum fine of HKD100,000 and imprisonment for two (2) years.

### 給僱主的通告

#### 僱員補償保險 — 申報工資

為符合法例第282章《僱員補償條例》的規定，並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九十天內，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，最高可被判罰款十萬港元及監禁兩年。

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