



## 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 of such insurance

NOW THIS POLICY WITNESSETH that if any Employee in the Insured's immediate employ 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

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 AIG Insurance Hong Kong Limited.
- (d) "Disease" means a disease contracted by an Employee of the Insured due to the nature of his employment with the Insured.
- (e) "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.

- (f) "Employee" has the same meaning as assigned to that expression in the Ordinance.
- (g) "The Insured" means only the person or persons specified as such in the Schedule and no others.
- (h) "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).
- (i) "The Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- (j) "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).
- (k) "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.
- (l) "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.
- (m) 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 including costs and expenses incurred by or on behalf of the Insured with the Company's written consent 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 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 including costs and expenses incurred by or on behalf of the Insured 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 including costs and expenses incurred by or on behalf of the Insured 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) hereon 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.

## **JURISDICTION CLAUSE**

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

## **EXCEPTIONS**

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

- (a) the Insured's liability to employees of contractors to the Insured;
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (d) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- (e) the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- (f) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- (g) any injury by Accident or Disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power;
- (h) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) nuclear weapons material;
  - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission;
- (i) any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings.

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

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

## INSURANCE PREMIUM

- (a) Prior to the commencement of the Period of Insurance, the Insured shall supply the Company with a declaration estimating the Earnings of the Employees employed in the Business during the Period of Insurance (which declaration is referred to herein as “the Estimated 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 further declaration stating the actual Earnings of Employees during the Period of Insurance (which declaration is referred to herein as “the Actual Earnings Declaration”). If the actual Earnings shall differ from the estimated Earnings the difference in premium shall be met by a further proportionate adjustment premium to be paid to the Company or by a premium refund to the Insured as the case may be.
- (c) It is hereby declared that the Premium payable by the Insured in consideration of the indemnity provided under this Policy is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs (a) and (b) hereof.
- (d) The name Hong Kong Identity Card number class of employment and Earnings of every Employee of the Insured employed in the Business from time to time during the Period of Insurance shall be properly recorded by the Insured and retained in a safe place so that a record exists of all persons who are Employees of the Insured for the purposes of this Policy and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records.

## 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 with 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 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 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.

## WARRANTIES

N.B. The symbol “. . . (x) . . .”, wherever it appears before any wording shown below, means that the following words form part of the 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”

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| <p>W 1 ... (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.</p> <p>W 2 ... (x)... the breeding or training of animals other than domestic animals.</p> <p>W 3 ... (x)... the handling of livestock.</p> <p>W 4 ... (x)... erecting fitting or repair away from the Insured's shop or yard.</p> <p>W 5 ... (x)... the making of tins, boxes or cans.</p> <p>W 6 ... (x)... the delivery of goods whether by hand or otherwise.</p> <p>W 7 ... (x)... the carting or delivery of goods other than by hand or handcart.</p> <p>W 8A ... (x)... the use of machinery driven by steam, gas, water, electricity or other mechanical power.</p> <p>W 8B ... (x)... the use of machinery driven by steam, gas, water, electricity or other mechanical power other than small hand operated electrical machines.</p> <p>W 8C ... (x)... the use of machinery driven by steam, gas, water, electricity or other mechanical power excepting concrete mixers.</p> <p>W 8D ... (x)... the use of machinery driven by steam, gas, water, electricity or other mechanical power other than sewing machines.</p> <p>W 9 ... (x)... craft at sea or in respect of any claim arising in connection with the building of craft of material other than wood.</p> <p>W 10 ... (x)... cutting of bark, wood, bamboo, or cane from growth.</p> <p>W 11 ... (x)... the manufacture of wire mattresses.</p> <p>W 12 It is a condition of this policy that the indemnity granted is in respect of indoor staff only.</p> <p>W 13 ... (x)... work away from the Insured's shop or yard other than transport work.</p> <p>W 14 ... (x)...<br/>       (a) clay-getting or blaes-getting below 20 feet in depth from surface level.<br/>       (b) the construction, repair or demolition of kiln chimneys.</p> <p>W 15 ... (x)... any job where there is structural steel (other than rods for reinforced concrete) or metal frame structure.</p> <p>W 16 ... (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, 30 feet.</p> <p>W 17 ... (x)... any work involving maintenance, repair or erection.</p> <p>W 18 ... (x)... the handling of any unit exceeding 5 pounds in weight when completed for use.</p> <p>W 19 ... (x)... the production of commercial camphor from raw material.</p> <p>W 20 The Company shall not be liable by virtue of this Policy if at any time the Insured is engaged in film production.</p> <p>W 21 ... (x)... any building or decorating work.</p> <p>W 22 ... (x)... work on vessels other than vessels at anchorage.</p> <p>W 23 ... (x)... quarrying or mining.</p> <p>W 24 ... (x)... the use of machinery for cutting or pressing metal.</p> <p>W 25 ... (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.</p> | <p>W 26 ... (x)...<br/>       (a) any work other than that of maintenance or repair;<br/>       (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.<br/>       (c) the removal or fixing of dock gates.<br/>       (d) the use of explosives.</p> <p>W 27 ... (x)... the fixing or erection of flags, decoration, tents or marquees.</p> <p>W 28 ... (x)... employees other than salesmen and buyers.</p> <p>W 29 ... (x)... the handling or treatment of fur or leather.</p> <p>W 30 ... (x)... the handling or treatment of raw skins or hides.</p> <p>W 31 ... (x)... the erection, painting, repairing or demolition of gasholders.</p> <p>W 32 ... (x)... work at a height exceeding 30 feet above ground or floor level</p> <p>W 33 ... (x)... the testing or loading of firearms or cartridges.</p> <p>W 34 ... (x)... any manufacturing process.</p> <p>W 35 ... (x)... the manufacture of belting for machinery.</p> <p>W 36 ... (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.</p> <p>W 37 ... (x)... the manufacture of paper.</p> <p>W 38 ... (x)... the production or refining of mineral oils.</p> <p>W 39 ... (x)... the manufacture of machine made paper, tracing cloth, tracing paper, or waxed paper.</p> <p>W 40 ... (x)... employment other than in the territorial waters of the Colony of Hong Kong.</p> <p>W 41 ... (x)... clay-getting from any quarry or pit, or with clay mining or the construction, repair or demolition of kiln chimneys.</p> <p>W 42 ... (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.</p> <p>W 43 ... (x)... any quarry which is not being worked under a valid licence issued by Government for the extraction of stone or mineral</p> <p>W 44 ... (x)... press-packing other than by manual power or in connection with press-packing of metal.</p> <p>W 45 ... (x)... the manufacture of wire ropes.</p> <p>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.</p> <p>W 47 ... (x)... the employment of riggers.</p> <p>W 48 ... (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.</p> <p>W 49 ... (x)...<br/>       (a) employees receiving from or delivering to vessels or craft of any description, or employees on dock quayside or wharf;<br/>       (b) stevedores or lightermen<br/>       (c) the carting or delivery of goods other than by hand or handcart.</p> |
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- W 50 ... (x) ... roofing work other than on flat roofs only which are fully protected by parapet walls.
- W 51 ... (x) ...  
 (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);  
 (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.  
 (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.
- W 52 ... (x) ... wire drawing of any metal other than gold, platinum or silver.
- W 53 ... (x) ... wire drawing of any metal other than gold, platinum, silver, brass or copper.
- W 54 ... (x) ... the use of rubber solvents or vulcanizers.
- W 55 ... (x) ... any work outside buildings.
- W 56 ... (x) ... pit sinking or the construction, alteration or repair of chimney shafts.
- W 57 ... (x) ... shaft or lift well sinking.
- W 58 ... (x) ... castings exceeding 28 pounds in weight.
- W 59 ... (x) ... sinking or digging of wells other than artesian or tube wells.
- W 60 ... (x) ...  
 (a) work aloft on ships  
 (b) work at a height exceeding 30 feet above ground or floor level
- W 61 ... (x) ... the crews of craft used outside the Territorial waters of the Colony of Hong Kong.
- W 62 ... (x) ... 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 63 ... (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.
- W 64 ... (x) ... work aboard vessels or craft of any description or in connection with shipbreaking.
- W 65 ... (x) ... work in connection with shipbreaking risks.
- W 66 ... (x) ... work in connection with the building or repair of railway coaches or railway wagons.
- W 67 Notwithstanding 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 68 ... (x) ...  
 (a) quarrying or mining  
 (b) loading, unloading, carting and all other operations, incidental to quarry work.
- W 69 ... (x) ... fixing and rigging.
- W 70 ... (x) ... work involving blasting operations.
- W 71 ... (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.
- W 72 ... (x) ... work other than that of a telephone or telegraph operator.
- W 73 ... (x) ... work on buildings.
- 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 or in connection with the Motor Car or Motor Cars owned by him; For 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.
- W 75A It is hereby understood and agreed that Condition 8 of this Policy is deleted and replaced by the following:-  
 8 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 75B It is hereby understood and agreed that Condition 8 of this Policy is deleted and replaced by the following:-  
 8 The first premium and all renewal premiums that may be accepted are to be regulated by the number and description of all dance hostesses employed by the Insured during each Period of Insurance and the Insured shall supply the Company with a correct account of all dance hostesses 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 75C It is hereby understood and agreed that Condition 8 of this Policy is deleted and replaced by the following:-  
 8 The first premium and all renewal premiums that may be accepted are to be regulated by the number and description of all tourist guides and escorts employed by the Insured during each Period of Insurance and the Insured shall supply the Company with a correct account of all tourist guides and escorts 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 76 ... (x) ... iron or steel erecting.
- W 77 ... (x) ... working involving the use of staging or slings.
- W 78 ... (x) ... racing pacemaking or speed trials.
- W 79 ... (x) ... the repair of motor cars.
- W 80 ... (x) ... felling, sawing or transporting of trees.
- W 81 ... (x) ... the printing of newspapers or the manufacture of paper.
- W 82 ... (x) ... the building or repairing of iron steel and concrete vessels other than vessels not exceeding 1000 tons gross measurement.
- W 83 ... (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.
- W 84 ... (x) ... flying as aircrew or whilst otherwise occupied in the operation, repair or maintenance of the aircraft whilst in the air.
- W 85 ... (x) ...  
 (a) the use of explosives;  
 (b) excavations exceeding in any part a depth of 10 feet from the surface;  
 (c) quarrying;  
 (d) tunnelling.





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- W 86 ... (x) ...  
(a) the use of explosives;  
(b) quarrying;  
(c) tunnelling.
- W 87 ... (x) ... any work other than making toilet soap by remelting and/or perfuming manufactured soap.
- W 88 ... (x) ... sign erecting.
- W 89 ... (x) ... a quarry worked by the Insured.
- 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.
- W 92 ... (x) ... 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.
- W 93 ... (x) ... the sinking or digging of wells other than Artesian or Tube wells.
- W 94 ... (x) ... the sinking of wells other than by pre-cast concrete well wall.
- W 95 ... (x) ... felling sawing and carting of trees other than the cutting and clearing of light undergrowth.
- W 96 ... (x) ... felling sawing or transporting of trees other than light trees not exceeding 20 feet in height.
- W 97 ... (x) ... fitting, installing, repairing or testing away from the premises of the Insured.
- W 98 ... (x) ... castings exceeding 1 ton in weight.
- W 99 ... (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 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.
- W107 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.
- W108 ... (x) ... excavations in any part of a depth of 10ft. from the surface.