

Allianz Global Corporate & Specialty SE

Employees' Compensation Insurance Policy

Allianz 

NAVIGATOR
Insurance Brokers Ltd.

Unit 8E, Golden Sun Centre, 223 Wing Lok St, Sheung Wan, Hong Kong
Tel : +852 2530 2530 | Fax : +852 2530 2535
Email : crew@navigator-insurance.com | www.navigator-insurance.com

Thank you for insuring with Allianz.

Please read this Policy carefully to make sure that You have the cover You need. The Schedule shows the Sections of this Policy You have chosen, the sums insured and any special terms that apply to this Policy.

If You have any queries, please contact Your insurance agent / broker or Our office.

On behalf of Allianz Global Corporate & Specialty SE



Authorised Signature

Personal Information Collection Statement

All information and data, personal or not, collected or obtained or held by Us can and/or will be held, used, divulged, disclosed or otherwise transferred by Us to any person (which description includes a corporation, a partnership as well as other entities or bodies) as We may in Our discretion see fit for the purpose of:-

- (a) underwriting;
- (b) claim processing and/or investigation;
- (c) marketing;
- (d) statistical research for any purpose whatsoever;
- (e) data matching and/or verification; and/or
- (f) communication with You/ the Insured/ the payor/ claimant/ Your employees (if applicable).

For the aforesaid purpose, the data and information as aforesaid may and can, inter alia, be disclosed, divulged, supplied or otherwise transferred to any related or associated company of Us or any other company carrying on insurance or reinsurance or related or unrelated business or an intermediary or claims investigation or processing company or other service provider providing services relevant to insurance or other unrelated business or professional advisors or any association, federation or similar organization of insurance companies and/or other business participants in the insurance industry ("Federation") that exists or is formed from time to time for the benefit and interest of the insurance industry or any members thereof or for regulating the insurance companies or other business participants or any other individual/organization/ third party as We may consider necessary and desirable in Our own discretion.

We are also entitled, for such purpose, if it is necessary to do so, to obtain access to and/or verify any of Your [including Your employees (if applicable)] data with the information collected by the Federation from the insurance industry.

The information You give Us is on a voluntary basis (subject always to Your duty of making full and frank disclosure). However, failure to supply information may result in Our being unable to process Your application/claim and We shall not be responsible nor be held liable for any loss and damage that may be caused or occasioned to You in anyway whatsoever howsoever arising as a result of any failure due to such reason. You have the right to obtain access to and to request correction of any personal information concerning Yourself (including You employees where applicable) held by Us but

We have the right to charge a reasonable fee for the processing of any data access request. Request for such access shall be made in writing and addressed to Allianz Global Corporate & Specialty SE. In case You may at any time choose, which You are entitled to, not to receive Our promotional materials, You should notify Us in writing.

In the event that any of the clauses as aforesaid shall be or become invalid or in any way unenforceable, the part which is void, invalid or unenforceable shall be severed from the remainder which shall not be prejudices, derogated or otherwise in anyway affected by such invalidity and/or unenforceability.

The Policy

The Allianz Employees' Compensation Proposal and/or Declaration signed by You together with any information supplied by or on Your behalf shall be the basis of this Policy. In consideration of the payment of the premium specified in the Schedule We undertake and agree, subject to the terms, Exclusions and Conditions specified in the Policy, to cover You to the extent and in the manner stated in the Schedule occurring during the Period of Insurance.

The Allianz Employees' Compensation is an insurance contract between Allianz Global Corporate & Specialty SE and You. The contract is evidenced by this document together with the Schedule attached.

The Cover

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/her employment by the Insured in the Business, the Company shall subject to Policy Limit of Indemnity and to the terms, Exclusions 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/her 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 Insured's legal liability under the Ordinance, the Company's liability shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

It is further provided that:

1. 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
2. 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 shall 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.

General Definitions

The following definitions shall apply to words used in this Policy, unless another meaning is given specifically in the attached Schedule.

"The Insured" or **"You"** or **"Your"** or **"Yourself"** means only the person or persons specified as such in the Schedule and no others.

"The Company" or **"Us"** or **"We"** or **"Our"** means Allianz Global Corporate & Specialty SE.

"The Company's Indemnity" means the indemnity provided under this Policy including costs and expenses incurred by or on behalf of the Insured with the Company's written consent.

"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.

"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.

"The Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong) currently in force at the inception of this Policy.

"Employee" has the same meaning as assigned to that expression in the Ordinance.

"The Business" means the usual work and activities carried on by the Insured pertaining to its business as specified in the Schedule and no others.

"Accident" means an accident or a series of accidents arising out of one event.

"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.

"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).

"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).

"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 any kind by the Insured to his Employees.

"Geographical Area" means the territorial limits of Hong Kong SAR.

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

1. 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.
2. 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:
 - a. 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
 - b. subject to the limitation of paragraph (2)(a) 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.
3. 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 (1) and (2) hereof shall apply to the aggregate of indemnity to all Insureds.
4. 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 (1) or (2) 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.
5. If there should be any shortfall in the actual Earnings declared in accordance with paragraph (2) 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 in Hong Kong SAR.

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 the amount to the Company.

Exclusions

The Company shall not be liable in respect of:

1. the Insured's liability to employees of contractors to the Insured;
2. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
3. any sum which the Insured would have been entitled to recover from any party but for any agreement between the Insured and such party;
4. any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
5. the Insured's liability to any person who is not an Employee of the Insured within the meaning of the Ordinance;
6. 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;
7. 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;
8. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a. nuclear weapons material;
 - b. 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 Exclusion combustion shall include any self-sustaining process of nuclear fission;
9. 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.
10. **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 of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an agreement for provision of facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claims 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 the loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement; and
- (d) subject always to the exceptions and conditions of the Facility Agreement, this Policy shall not cover any difference in limits between the minimum cover required under the Employees' Compensation Ordinance and the limits provided by this Policy, its endorsements or extensions.

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 Company alleges that the loss falls within the scope of this endorsement, the burden of proving the contrary shall be upon the Insured.

11. Total Asbestos Exclusion

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

Conditions

Insurance Premium

1. Prior to the commencement of the Period of Insurance, the Insured shall provide the Company with record of past wage roll certified as being correct by the appropriate officer of the Insured. Such certified wage roll shall be referred to herein as "the Estimated Earning Declaration" on the basis of which a deposit premium becomes payable to the Company.
2. 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.

3. 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 (1) and (2) hereof.
4. 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 the 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.
5. If the Insured fails to cooperate with the Company in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Company, the Company shall retain the discretion not to renew this insurance upon expiry of the Policy.

Claims Settlement

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

The Insured shall also give the Company notice in writing immediately the Insured becomes aware of any intention to prosecute the Insured any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter, claim, writ, summons and process shall be forwarded to the Company immediately on receipt.

2. 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 the event:
 - a. the Insured shall provide all such information and assistance including the latest wage roll 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
 - b. 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.
3. Where the Insured pays all or any part of a claim for which the Insured 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.

4. 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.
5. 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 claims is limited or qualified in any way.

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.

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.

Precautions

The Insured shall take all reasonable precautions to prevent Accidents and Disease; 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.

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:

1. any merger with or acquisition of another company or business;
2. the Insured or any subsidiary or the 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 own resources; or
3. any material change in the nature of the Business or in the number of the Insured's Employees.

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.

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.

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".

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.

Governing Law

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

Clauses and Warranties

Of the following clauses and warranties, only those apply which are so indicated in the appropriate place in the Schedule and are each subject to the Conditions of the Policy:

- W1 This Policy does not indemnify the Insured in respect of any claim arising in connection with the use of static 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.

- 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 height exceeding 30 feet above ground or floor level.
- 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:
 - a. employees receiving from or delivering to vessels or craft of any description or employees on dock quayside or wharf;
 - b. 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.
- W92 This Policy does not indemnify the Insured in respect of any claim arising in connection with wells exceeding a depth of 20 feet from the surface, or in connection with the sinking or digging of wells other than Artesian or Tube wells.
- W100 This Policy does not indemnify the Insured in respect of any claim arising in connection with the handling of any unit exceeding 550 pounds in weight when completed for use.
- LE1 Business Trips Overseas
It is understood and agreed that this Policy is extended to cover injury sustained by non-manual Employees on business trips temporarily outside Hong Kong SAR, provided that the Employees are not domiciled outside Hong Kong SAR.
- LE2 Geographical Area Extension
It is agreed that the definition of Geographical Area shall include China provided that the insured Employees who are ordinarily resident in Hong Kong SAR are working for the Insured's Business which is being operated in China subject however to the jurisdiction of Hong Kong SAR.

EMPLOYEES' COMPENSATION INSURANCE CLAIMS GUIDELINE

1. An employer (Insured) is required to report any work-related accident or prescribed occupational disease to Labour Department in the following manners. In the meantime, the employer should let us have copy of the Form submitted as claim notification immediately.

	Resulting in	Notice Period	Form
Work Injury	Incapacity for a period not exceeding 3 days	Within 14 days	Form 2B
	Incapacity for a period exceeding 3 days	Within 14 days	Form 2
	Death	Within 7 days	
Occupational Disease	Incapacity	Within 14 days	Form 2A
	Death	Within 7 days	

Note: The Forms are available at the relevant offices of the Employees' Compensation Division, Labour Department and can be downloaded at the Web site of the Labour Department (<http://www.labour.gov.hk/>).

2. If the sick leave of the injured employee does not exceed 3 days and no permanent incapacity has been sustained, the employer should make compensation for temporary incapacity on the injured employee's normal pay day.
3. If the sick leave of the injured employee exceeds 3 days but not more than 7 days and no permanent incapacity has been sustained, the employer may enter into an agreement with the employee for direct settlement of the compensation claim.
4. For injuries which involve sick leave of more than 7 days and/or permanent incapacity, the employer should advise and urge the employee to attend medical clearance and/or medical assessment at the Occupational Medicine Unit or Employees' Compensation Assessment Board.
5. For all the Employees' Compensation Insurance claims, the Insured is required to produce the original approval Agreement and Certificate(s) including Certificate of Compensation Assessment (Form 5 or 6), Certificate of Assessment (Form 7, 8, 9 or 10), sick leave certificate(s) and medical receipt(s) for settlement.

Remarks:

Please follow the instructions given by the Labour Department and comply with the Policy Conditions for handling of the claim. We will indemnify you subject to the Policy's terms and conditions.

Please also note that the guideline mentioned above is only for your reference and it does not form part of the insurance policy. In case of any enquiries, please contact your insurance agent/broker or our Claims Department at 2521 6651.

僱員補償保險 索償指引

1. 如僱員因工受傷或患上受條例保障的職業病，僱主（投保人）必須以下列方式向勞工處呈報，並立刻呈交該表格副本到本公司作為書面索償通知。

	導 致	呈報期限	指定表格
工傷意外	喪失工作能力為期不超過3天	14 天內	表格 2B
	喪失工作能力為期超過3天	14 天內	表格 2
	死亡	7 天內	
職業病	喪失工作能力	14 天內	表格 2A
	死亡	7 天內	

注意：表格可於勞工處各分區辦事處索取，或於勞工處網頁下載 (<http://www.labour.gov.hk/>)。

2. 如受傷僱員之病假不超過3天及沒有導致永久喪失工作能力，僱主須在該僱員的正常發薪日支付按期付款（即工傷病假錢）。
3. 如工傷病假超過3天但不超過7天及沒有導致永久喪失工作能力，僱傭雙方可以書面或口頭方式達成協議，直接解決補償事宜。
4. 如果受傷僱員之病假多於7天，或造成永久喪失工作能力，僱主需督促僱員前往職業醫學組或「僱員補償評估委員會」銷假或判傷。
5. 對於所有僱員補償保險之索償，投保人需將已批准之協議書，或所需之證明書正本，包括「補償評估證明書」（表格五或六），「評估證明書」（表格七、八、九或十），醫生病假證明書及醫療費用之有關正本單據，一同呈交本公司作為賠償根據處理。

備註：

辦理工傷索償，請依照勞工處之指示及參照保單有關條文，本公司將根據保單內容作出賠償。

此指引只供閣下參考之用，如有任何疑問，請與閣下之保險代理人或致電 2521 6651 與本公司賠償部聯絡。



Unit 8E, Golden Sun Centre, 223 Wing Lok St, Sheung Wan, Hong Kong
Tel : +852 2530 2530 | Fax : +852 2530 2535
Email : crew@navigator-insurance.com | www.navigator-insurance.com

www.agcs.allianz.com

Allianz Global Corporate & Specialty SE
(incorporated in the Federal Republic of Germany with limited liabilities)

Hong Kong Branch

Suites 403-11, 4/F, Cityplaza Four
12 Taikoo Wan Road
Taikoo Shing, Island East
Hong Kong

Telephone: +852. 2521 6651
Fax: +852. 2810 6191