

雇主责任保险条款

请仔细阅读保险条款全文，特别是以粗体标注的免除保险人责任的规定。

总则

第一条 本保险合同由保险条款、投保单、报价单、保险明细表、保险凭证以及批单组成。凡涉及本保险合同的约定，均采用书面形式。

第二条 中华人民共和国境内（不包括香港、澳门和台湾地区）的合法团体，包括各类国家机关、院校、企事业单位、个体经济组织以及其他组织，均可作为本保险合同的被保险人。

第三条 本保险中用**黑体和引号**标明的短语，在本保险合同**释义**部分列明其特定的含义或解释。

保险责任

第四条 在保险期间内，被保险人的“**雇员**”在受雇过程中，在中华人民共和国境内（不包括香港、澳门和台湾地区）从事本保险合同所载明的被保险人的业务有关工作时（包括上下班途中），因遭受意外事故所致受伤、死亡，或患与业务有关的“**职业性疾病**”所致伤残或死亡，依照中华人民共和国法律（不包括港澳台地区法律）或雇佣合同应由被保险人承担的下列经济赔偿责任，保险人按照本保险合同约定负责赔偿：

（一）死亡赔偿金：**按保险明细表载明的每人死亡赔偿限额赔付。**

（二）伤残赔偿金：

1. 永久丧失全部工作能力：**按保险明细表载明的每人伤残赔偿限额赔付；**

2. 永久丧失部分工作能力：**根据伤残等级，参照本保险合同所附“工伤事故伤残级别表”规定的比例乘以保险明细表载明的每人伤残赔偿限额赔付；**

（三）误工费：**暂时丧失工作能力期间，经医院证明，按该雇员的“工资”给予赔偿误工费。**

该雇员的“**工资**”是按事故发生之日或经医院证明发生疾病之日该雇员的前十二个月的平均“**工资**”计算。不足十二个月按实际月数平均。除非另有约定，误工费赔偿最长时间为十二个月。

（四）意外医疗费用：**在保险明细表载明的每人每次医疗费用赔偿限额内，赔偿必要的、合理的在 hospital 治疗的医疗费用。**

（五）保险明细表载明的其他赔偿项目

保险人对每个雇员上述各项总的赔偿金额，最高不超过保险明细表载明的每人赔偿限额。

保险人每次事故对所有雇员上述各项的赔偿金额，最高不超过保险明细表载明的每次事故赔偿限额。

保险人对所有雇员上述各项总的赔偿金额，最高不超过保险明细表载明的保单累计赔偿限额。

第五条 保险事故发生后，被保险人因保险事故而被提起仲裁或者诉讼的，对应由被保险人支付的仲裁或诉讼费用以及事先经保险人书面同意支付的其他必要的、合理的费用（以下简称“法律费用”），保险人按

照本保险合同约定也负责赔偿，以保险明细表中载明的雇主责任限额为限。

责任免除

第六条 下列原因造成的损失、费用或责任，保险人不负责赔偿：

- (一) 投保人、被保险人及其代表的故意行为或重大过失；
- (二) 战争、敌对行动、军事行为、武装冲突、罢工、骚乱、暴动、恐怖活动；
- (三) 核辐射、核爆炸、核污染及其他放射性污染；
- (四) 被保险人的雇员由于“职业性疾病”以外的疾病、传染病、分娩、流产以及因上述原因接受医疗、诊疗；
- (五) 被保险人的雇员违法、犯罪、自伤、自杀、打架、斗殴或精神错乱引起的行为；
- (六) 被保险人的雇员受酗酒、醉酒或受酒精、毒品、管制药物影响而导致的伤亡；
- (七) 被保险人的雇员无驾驶证行驶，所驾车型与行驶证准驾车型不符，或驾驶证未按规定审验，或驾驶证审验不合格；
- (八) 被保险人的雇员未遵医嘱，私自服用、涂用、注射药物，或药物过敏，或美容手术、外科整形手术、任何非必要的手术，或医疗事故所导致的伤亡；
- (九) 任何因石棉产品、石棉纤维、石棉尘的制造、开采、使用、销售、安装、搬移、发送或接触石棉产品、石棉纤维、石棉尘而导致的伤亡；
- (十) 尘肺病，或因任何接触、摄食、吸入、吸收或接触含硅产品、硅石纤维、硅石粉尘或其它以任何形态存在的硅石而导致的伤亡；
- (十一) 精神损害；
- (十二) 行政行为或司法行为。

第七条 下列损失、费用和责任，保险人不负责赔偿：

- (一) 被保险人应该承担的合同责任，但无合同存在时仍然应由被保险人承担的赔偿责任不在此限；
- (二) 被保险人的承包商或分包商雇佣的员工伤亡；
- (三) 罚款、罚金及惩罚性赔偿；
- (四) 被保险人的雇员未取得国家规定特种作业工种操作证情况下进行特种作业工种操作所造成的其自身或其他工作人员的伤亡；
- (五) 投保人、被保险人在投保之前已经知道或可以合理预见的索赔情况；
- (六) 任何间接损失；
- (七) 本保险合同中载明的免赔额（如有）。

第八条 其他不属于本保险责任范围内的损失、费用和责任，保险人不负责赔偿。

赔偿限额与免赔额

第九条 赔偿限额包括但不限于每人死亡赔偿限额、每人伤残赔偿限额、每人医疗费用赔偿限额、误工费用赔偿限额，每人每次事故赔偿限额，保险合同累计赔偿限额，由投保人与保险人协商确定，并在保险明细表中载明或在保险合同中以批单注明。

第十条 每次事故免赔额（如有）由投保人与保险人在签订保险合同时协商确定，并在保险明细表中载明或在保险合同中以批单注明。

保险期间

第十一条 除另有约定外，保险期间为一年，以保险明细表载明的起讫时间为准。

保险费

第十二条 除非另有约定，在订立保险合同时，保险人根据被保险人预计的在保险期间内付给其雇员的“工资”，计算预付保险费。在本保险合同到期后的一个月內，被保险人应提供保险期间内实际付出的“工资”实际金额，以此调整保险费。预付保险费多退少补。

被保险人必须将每一雇用人员的姓名及其“工资”妥为记录，并同意保险人随时查阅。

保险人义务

第十三条 本保险合同成立后，保险人应当及时向投保人签发保险条款、保险明细表、批单或其他保险凭证。。

第十四条 保险人按照第二十四条的约定，认为被保险人提供的有关索赔的证明和资料不完整的，应当及时一次性通知投保人、被保险人补充提供。

第十五条 保险人收到被保险人的赔偿保险金的请求后，应当及时作出是否属于保险责任的核定；情形复杂的，双方同意适当延长，延长时限一般不超过 180 天，但双方另有约定的除外。

保险人应当将核定结果通知被保险人；对属于保险责任的，在与被保险人达成赔偿保险金的协议后十日内，履行赔偿保险金义务。本保险合同对赔偿保险金的期限有约定的，保险人应当按照约定履行赔偿保险金的义务。保险人依照前款的规定作出核定后，对不属于保险责任的，应当自作出核定之日起三日内向被保险人发出拒绝赔偿保险金通知书，并说明理由。

第十六条 保险人自收到赔偿保险金的请求和有关证明、资料之日起六十日内，对属于保险责任的、但其赔偿保险金的数额不能确定的，应当根据已有证明和资料可以确定的数额先予支付；保险人最终确定赔偿的数额后，应当支付相应的差额。

投保人、被保险人义务

第十七条 订立保险合同，保险人就保险标的或者被保险人的有关情况提出询问的，投保人应当如

实告知。

投保人故意或者因重大过失未履行前款规定的如实告知义务，足以影响保险人决定是否同意承保或者提高保险费率的，保险人有权解除保险合同。

前款规定的合同解除权，自保险人知道有解除事由之日起，超过三十日不行使而消灭。自合同成立之日起超过二年的，保险人不得解除合同；发生保险事故的，保险人应当承担赔偿保险金的责任。

投保人故意不履行如实告知义务的，保险人对于合同解除前发生的保险事故，不承担赔偿保险金的责任，并不退还保险费。

投保人因重大过失未履行如实告知义务，对保险事故的发生有严重影响的，保险人对于合同解除前发生的保险事故，不承担赔偿保险金的责任，但应当退还保险费。

保险人在合同订立时已经知道投保人未如实告知的情况的，保险人不得解除合同；发生保险事故的，保险人应当承担赔偿保险金的责任。

第十八条 除另有约定外，投保人应当在保险合同成立时交清保险费。。

如果保险人和投保人同意保费一次性支付但被保险人未能在约定时间内支付，则保险人有权立即解除保险合同。

如果保险人和投保人同意保费分期支付，保险人对保险事故按照事故发生前支付的保费和应缴总保费比例支付，该应缴总保费为按照保费分期付款约定在保险事故发生时投保人应缴纳的保费。

第十九条 被保险人应严格遵守国家有关消防、安全生产、危险品、劳动保护、职业病防治等方面的规定，加强管理，采取合理的预防措施，尽力避免或减少责任事故的发生。

保险人可以对被保险人遵守前款约定的情况进行检查，向投保人、被保险人提出消除不安全因素和隐患的书面建议，投保人、被保险人应该认真付诸实施。但前述检查并不构成保险人对被保险人的任何承诺。

投保人、被保险人未按照约定履行上述安全义务的，保险人有权要求增加保险费或者解除合同。

第二十条 在保险合同有效期内，保险标的的危险程度显著增加的，被保险人应当及时通知保险人，保险人可以增加保险费或者立即解除合同，对保险责任开始之日起至合同解除之日止期间的保险费，按日比例计收，剩余部分退还投保人。

被保险人未履行前款约定的通知义务的，因保险标的的危险程度显著增加而发生的保险事故，保险人不承担赔偿保险金的责任。

第二十一条 知道保险事故发生后，被保险人应该：

- (一) 尽力采取必要、合理的措施，防止或减少损失，否则，对因此扩大的损失，保险人不承担赔偿责任；
- (二) 被保险人应在保险事故发生后 14 天或经保险人书面同意延长的期限内通知保险人，并书面说明事故发生的原因、经过和损失情况；故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担赔偿责任，但保险人通过其他途径已经及时知道或者应当及时知道保险事故发生的除外；
- (三) 保护事故现场，允许并且协助保险人进行事故调查；对于拒绝或者妨碍保险人进行事故调查导致无法

确定事故原因或核实损失情况的，保险人对无法确定或核实的部分，不承担赔偿责任；

（四）涉及违法、犯罪的，应立即向公安部门报案，否则，对因此扩大的损失，保险人不承担赔偿责任。

第二十二条 被保险人收到其雇员的损害赔偿请求时，应立即通知保险人。未经保险人书面同意，被保险人对其雇员作出的任何承诺、拒绝、出价、约定、付款或赔偿，保险人不受其约束。对于被保险人自行承诺或支付的赔偿金额，保险人有权重新核定，不属于本保险责任范围或超出应赔偿限额的，保险人不承担赔偿责任。在处理索赔过程中，保险人有权自行处理由其承担最终赔偿责任的任何索赔案件，被保险人有义务向保险人提供其所能提供的资料和协助。

第二十三条 被保险人获悉可能发生诉讼、仲裁时，应立即以书面形式通知保险人；接到法院传票或其他法律文书后，应将其副本及时送交保险人。保险人有权以被保险人的名义处理有关诉讼或仲裁事宜，被保险人应提供有关文件，并给予必要的协助。

对因未及时提供上述通知或必要协助导致扩大的损失，保险人不承担赔偿责任。

第二十四条 被保险人请求赔偿时，应向保险人提供下列证明和资料：

（一）保险明细表正本；

（二）被保险人或其代表填具的索赔申请书；

（三）被保险人的雇员向被保险人提出索赔的相关材料；

（四）雇员与被保险人存在劳动关系的证明资料；

（五）雇员的工资收入证明；

（六）被保险人的雇员的病历、诊断证明、医疗费、用药清单等医疗原始单据；雇员的人身伤害程度证明：雇员伤残的，应当提供具备相关法律法规要求的伤残鉴定资格的司法鉴定机构出具的伤残程度证明，或劳动保障行政部门出具的工伤认定证明及劳动能力鉴定委员会依法出具的伤残鉴定报告；雇员死亡的，应当提供公安机关或医疗机构出具的死亡证明书；雇员患“职业性疾病”的，应当提供具备职业病诊断资格的医疗卫生机构出具的职业病诊断证明；

（七）被保险人与向其提出损害赔偿请求的雇员所签订的赔偿协议书或和解书；经判决或仲裁的，应提供判决书或仲裁裁决书；

（八）投保人、被保险人所能提供的与确认保险事故的性质、原因、损失程度等有关的其他证明和资料。

被保险人未履行前款约定的索赔材料提供义务，导致保险人无法核实损失情况的，保险人对无法核实部分不承担赔偿责任。

赔偿处理

第二十五条 保险人的赔偿以下列方式之一确定的被保险人的赔偿责任为基础：

（一）被保险人和向其提出损害赔偿请求的雇员协商并经保险人确认；

（二）仲裁机构裁决；

（三）人民法院判决；

(四) 保险人认可的其他方式。

第二十六条 被保险人给其雇员造成损害，被保险人未向该雇员赔偿的，保险人不负责向被保险人赔偿保险金。

第二十七条 发生保险责任范围内的损失，保险人按以下方式计算赔偿：

(一) 无论发生一次或多次保险事故，保险人对每个雇员所赔付的死亡赔偿金、伤残赔偿金、误工费用、医疗赔偿金和其它赔偿项目之和不超过保险明细表载明的每人赔偿限额。

(二) 无论一次事故中涉及多少雇员，保险人对所有雇员所赔付的死亡赔偿金、伤残赔偿金、误工费用、医疗赔偿金和其它赔偿项目之和不超过保险明细表载明的每次事故赔偿限额；

(三) 在依据本条第(一)、(二)项计算的基础上，保险人在扣除每次事故免赔额(如有)后进行赔偿；

(四) 在保险期间内，保险人对多次事故承担的本合同第四、五条规定的赔偿金额之和累计不超过累计赔偿限额。

第二十八条 如被保险人对其所有雇员进行投保的，发生保险事故时，被保险人当月在册的实际雇员人数多于投保时人数或经批改后的人数的，保险人按合同载明人数与实际人数的比例承担赔偿责任。

发生保险事故时，如果被保险人的损失在有相同保障的其他保险项下也能够获得赔偿，则本保险人按照本保险合同的赔偿限额与其他保险合同及本合同的赔偿限额总和的比例承担赔偿责任。

其他保险人应承担的赔偿金额，本保险人不负责垫付。若被保险人未如实告知导致保险人多支付赔偿金的，保险人有权向被保险人追回多支付的部分。

第二十九条 发生保险责任范围内的损失，应由有关责任方负责赔偿的，保险人自向被保险人赔偿保险金之日起，在赔偿金额范围内代位行使被保险人对有关责任方请求赔偿的权利，被保险人应当向保险人提供必要的文件和所知道的有关情况。

被保险人已经从有关责任方取得赔偿的，保险人赔偿保险金时，可以相应扣减被保险人已从有关责任方取得的赔偿金额。

保险事故发生后，在保险人未赔偿保险金之前，被保险人放弃对有关责任方请求赔偿权利的，保险人不承担赔偿责任；保险人向被保险人赔偿保险金后，被保险人未经保险人同意放弃对有关责任方请求赔偿权利的，该行为无效；由于被保险人故意或者因重大过失致使保险人不能行使代位请求赔偿的权利的，保险人可以扣减或者要求返还相应的保险金。

第三十条 保险人受理报案、进行现场查勘、核损定价、参与案件诉讼、向被保险人提供建议等行为，均不构成保险人对赔偿责任的承诺。

第三十一条 被保险人向保险人请求赔偿保险金的诉讼时效期间为二年，自其知道或者应当知道保险事故发生之日起计算。

争议处理和法律适用

第三十二条 因履行本保险合同发生的争议，由当事人协商解决。协商不成的，提交保险合同载明的仲裁

机构仲裁；保险合同未载明仲裁机构且争议发生后未达成仲裁协议的，依法向中华人民共和国人民法院起诉。

第三十三条 本保险合同的争议处理适用中华人民共和国法律（不包括港澳台地区法律）。

其他事项

第三十四条 投保人和保险人可以协商变更合同内容。变更保险合同的，应当由保险人在保险明细表或者其他保险凭证上附贴批单，或者由投保人和保险人订立变更的书面协议。

第三十五条 投保人可随时书面申请解除本保险合同，本保险合同自保险人收到投保人的书面申请之日的二十四时起终止。保险责任开始前，投保人要求解除合同的，保险人扣除 5% 手续费后，剩余部分的保险费退还投保人；保险责任开始后，投保人要求解除合同的，对保险责任开始之日起至合同解除之日止期间的保险费，按短期费率（见附录）计收，剩余部分退还投保人。

保险人亦可解除本保险合同。保险责任开始前，保险人要求解除合同的，不得向投保人收取手续费并应退还已收取的保险费；保险责任开始后，除本保险合同另有约定外，保险人可提前十五天通知投保人解除合同，并按以下公式计算应退保险费：

（一）保险期间未发生保险事故、保险合同解除的，按以下公司计算应退保费：

应退保费=年保费/365*剩余保险期间天数

（二）保险期间发生保险事故、被保险人获得保险赔偿后，保险合同解除的，按以下公司计算应退保费：

应退保费=（累计赔偿限额-已付赔款金额）/累计赔偿限额*年保费/365*剩余保险期间的天数

但保险责任开始后退换保险费最高不超过年保费的 95%。

释义

“**意外事故**”是指外来的、突发的、非本意的、非疾病的客观事件。

“**雇员**”与被保险人签订书面劳动合同或与被保险人存在事实劳动关系，为被保险人工作，并由被保险人给付“工资”或薪酬的劳动者，及其它按国家规定和法定途径审批的劳动者，包括短期工、临时工、季节工和学徒工。

“**医院**”是指符合下列所有条件的机构，（1）拥有合法医院经营执照；（2）设立的主要目的为向受伤者和患病者提供留院治疗和护理服务；（3）具有符合全国医院管理规定标准的医疗设备，有合法注册的医生和护士提供全日二十四小时的医疗和护理服务；（4）具有系统性诊断程序及完全之外科手术设备；（5）非诊所或其主要功能不是作为康复、护理、疗养、戒酒、戒毒或类似的非直接诊治病人为目的的医疗机构。（6）如果医院在境内，须为二级或三级医院或在特定情形下由本公司指定的医院，但若受伤雇员需要紧急救护，不受此限制。

“**保险事故**”是指保险合同约定的保险责任范围内的事故，该事故发生的时间即为保险事故发生的时间。

“**医疗费用**”给付范围包括：检查、处方、手术费、救护车费、住院费、药费、X光检查、护理、医疗用品，但不包括牙科治疗及手术（因事故而损害健全和天然的牙齿所需的治疗费用除外）和牙齿修复费用。本保险

合同要求所有的治疗须由合格医师来执行。

“**职业性疾病**”是指本保险期限内被保险人的雇员因从事业务活动而引起的并且在保险合同期间内首次确诊的职业病。职业病的分类和目录以国务院卫生行政部门会同国务院劳动保障行政部门公布的相关类别和目录为准。

“**工资**”：指相关雇员在事故发生之日（含事故发生当月）或经医院证明发生疾病之日前连续十二个月（如雇佣期小于十二个月，则为整个雇佣期间）的实际“**工资**”月平均值。实际“**工资**”包括被保险人向雇员支付的报酬，包括计时（或计件）“**工资**”、奖金、津贴和补贴、加班“**工资**”等，但不包括有关劳动保险和职工福利方面的各项费用、劳动保护和各项支出等。

“**工伤事故**”是指中华人民共和国国务院颁布实施的《工伤保险条例》及各地实施办法中所规定的认定为工伤的情形。

附录：短期费率表

保险期间已经过月数（个月）	1	2	3	4	5	6	7	8	9	10	11	12
年费率的比例（%）	10	20	30	40	50	60	70	80	85	90	95	100

（注：保险期间已经过月数不足一月的按一月收费）。

工伤事故永久性伤残级别比例赔付表

伤残等级	占明细表所列责任限额之比率
一级	100%
二级	80%
三级	70%
四级	60%
五级	50%
六级	40%
七级	30%
八级	20%
九级	10%
十级	5%

Please read the policy wording carefully, particularly the EXCLUSIONS highlighted.

If you are provided with both the English version and the Chinese version of the Policy, both versions shall be equally enforceable. In case of any discrepancies between the Chinese and English, the Chinese version shall prevail.

General Provisions

Article 1. This insurance contract is composed of insurance clauses, proposal form, quotation, policy schedule, certificates and endorsements. Any agreements in connection with this insurance contract shall be in writing.

Article 2. All kinds of valid entities incorporates and existing within the territory of the People's Republic of China (excluding Hong Kong, Macao Special Administrative Regions and Taiwan), including government organizations, educational institutions, enterprise and state-owned enterprises, individual economic organizations and other organizations, can be the insured under this insurance contract.

Article 3. The words and phrases in **bold** have either been given special meanings or interpretations set out in the Definitions.

Insuring Agreement

Article 4. During the Policy Period and in the course of employment, if an **Employee** of the insured suffers bodily injury or death caused by accidents, or disability or death caused by **Occupational Diseases**, arising when conducting work related to the insured's business specified in the policy schedule (including on the way and off to work), the insurer will pay for the amount that the insured is legally liable to compensate for the **Employee** in accordance with the laws of the People's Republic of China (excluding laws of Hong Kong, Macao, and Taiwan) or the employment contract, according to the policy:

1. Death benefits:

The death benefit is calculated **as per the agreed limits of insurance for death per person specified in the policy schedule.**

2. Disability benefits:

- (1) Permanent total disability: **the disability benefit is calculated as per the agreed limits of insurance for disability per person specified in the policy schedule.**
- (2) Permanent partial disability: **the disability benefit is calculated by multiplying the corresponding percentage specified in the attached Table of Work-related Disability Degree and Percentage according to the disablement degree, with the limits of insurance for**

disability per person listed on the policy schedule.

3. Loss of income:

In case of the temporary disability which has been proved by the Hospital, **the insurer shall compensate for the Employee's Wages for the period of absence from work.**

The **Wages** of the **Employee** is the average **Wage** of the previous twelve (12) months, or the average **Wage** of all the previous months if less than twelve (12) months, immediately before the date of the accident or the date of the disease, as proved by the Hospital. **Unless otherwise agreed, the maximum months for compensation are not more than 12 months.**

4. Medical benefits:

The insurer shall indemnify for the necessary and reasonable Medical Expenses incurred in Hospital, **within the limit of indemnity for Medical Expenses per person according to the policy schedule.**

5. Other benefits specified in the policy schedule.

The total payment amount for the above items paid by the insurer to each Employee shall not exceed the limit of insurance per person per occurrence specified in the policy schedule.

The total payment amount for the above items paid by the insurer to all Employees per occurrence shall not exceed the limit of insurance per occurrence during the policy period.

The total payment amount for the above items paid by the insurer to all Employees shall not exceed the Aggregate Limit during the policy period.

Article 5. The Insurer shall, subject to the terms and conditions of this Insurance Contract, also be liable for the arbitration or litigation costs, as well as any other necessary and reasonable costs paid or payable by the insured with prior written consent of the Insurer (hereinafter referred to as "legal costs") **within the limit of insurance for Employer's Liability specified in the policy schedule**, if the arbitration or litigation is commenced against the Insured for an insured accident after the occurrence of the insured event.

Exclusions

Article 6. The insurer shall not be liable for any losses, expenses and the liabilities caused by the following:

- (1) Intentional acts and gross negligence of the Policyholder, the insured and their representatives;**
- (2) War, hostilities, military actions, armed conflicts, strikes, riots, insurrection, terrorist**

activities;

- (3) Nuclear radiation, nuclear explosion, nuclear pollution and other radioactive pollution;
- (4) Diseases (excluding Occupational Disease), infectious disease, parturition or abortion, or receiving of any medical treatment or diagnosis due to the aforementioned reasons;
- (5) Acts in violation of the laws and regulations, criminal acts, self-injury, suicide, fighting, brawling and acts of insanity;
- (6) The insured's Employee's intemperance, drunkenness or under the influence of alcohol, drugs or controlled substances;
- (7) The insured's Employee driving a motor vehicle without a license, or driving a motor vehicle which is not identical as the type specified in the license, or the Employee's license was not examined or verified on time according to relevant regulations, or failed to pass examination and verification;
- (8) The insured's Employee's ingestion, application and injection of medicines without the doctor's instruction, hyper susceptibility, cosmetic or plastic surgeries or any elective surgeries, or medical malpractice;
- (9) Any death or bodily injury arising out of the manufacturing, exploration, use, sale, installation, removal, distribution of, or exposure to asbestos products, fibers or dust;
- (10) Silicosis, or any death or bodily injury arising out of the presence, ingestion, inhalation or absorption of or exposure to silicon products, silica fibers, silica dust or silica in any form;
- (11) Mental damages;
- (12) Administrative or Judicial act.

Article 7. The insurer shall not be liable for the following losses, expenses and liabilities:

- (1) Contractual liabilities except if the liability would have attached to the Insured in the absence of such contract.
- (2) Death or bodily injury of the Employees of the insured's contractors or subcontractors;
- (3) Penalties, fines, and punitive damages;
- (4) Death or bodily injury of the Employee or of other Employees due to such Employee's undertaking of special operations without special operation certificate in accordance with relevant regulations;
- (5) Claims that have been known or can be reasonably foreseen by the Policyholder and the insured before applying for insurance;
- (6) Consequential losses;
- (7) The deductible (if any) specified in this insurance contract.

Article 8. The insurer shall not be liable for the losses, costs, expenses or liabilities that are outside of the coverage scope of this Insurance Contract.

Limit of Insurance and Deductible

Article 9. **The limit of insurance shall be agreed upon between the Policyholder and the insurer and specified in the policy schedule or by endorsement to the Insurance Contract, including but not limited to the limit of insurance for death per person, limit of insurance for disability per person, limit of insurance for accident medical expenses per person, limit of insurance of loss of income, limit of insurance per person per occurrence and the aggregate limit of insurance.**

Article 10. **The deductible per occurrence (if any) shall be agreed upon between the Policyholder and the insurer at time of conclusion of the Insurance Contract, and shall be specifically stated in the policy schedule or by endorsement to the Insurance Contract.**

Policy Period

Article 11. Unless specified otherwise, the insurance period shall be one year, commencing from and terminating on the dates specified in the policy schedule.

Premium

Article 12. Unless otherwise agreed, when entering into the insurance contract, the insurer shall calculate the deposit premium in accordance with estimated total amount of the **Wages** paid by the insured to the **Employees** during the Policy Period. Within one month after the expiration of this insurance contract, the insured shall provide the actual amount of **Wages** during the insurance period for premium adjustment. Any overpayment shall be refunded by the Insurer from the deposit premium or additional premium shall be paid by the Insured if there is any deficiency.

The insured shall duly record the name of each Employee and his/her **Wages** and agree to provide the insurer the access to these records at any time.

The Obligations of The Insurer

Article 13. Once this contract is concluded, the Insurer shall timely issue the policy wording, policy schedule, endorsements or other insurance certificates to the Policyholder

Article 14. If the Insurer, in accordance with the provision of the Article 24, deems that the relevant proofs and information provided by the insured incomplete, shall promptly notify the Policyholder and the insured requesting for additional proofs or information, such request shall be made once.

Article 15. Upon receipt of a claim from the Insured for payment of indemnities, the Insurer shall, in a timely manner, ascertain and determine whether the claim is covered under the policy; if the circumstance related to the claim is complicated, both parties can agree to an extension of no more than 180 days, or further extension if needed subject to the agreement by both parties.

The insurer shall notify the Insured of the decision. If the Insurer is liable to pay, the Insurer shall fulfill its obligations for such payment within ten (10) days after an indemnity agreement is reached with the insured; if the insurance contract specifies the payment period, then the insurer shall fulfill its obligation for payment of the indemnities as specified in the insurance contract. After the insurer has ascertained the claim is not covered under the policy, the Insurer shall send a notice of declinature to the insured within three (3) days with reasons declining payment of the indemnities.

Article 16. Within sixty (60) days after the Insurer has received the claim for indemnities and relevant proofs or information, if the claim falls within the coverage, but the total amount of the indemnities cannot be determined, the Insurer shall first pay the amount that can be determined based on the proofs and information available. The differences shall be made up by the Insurer after the total amount is determined.

The Obligations of The Policyholder And The Insured

Article 17. If the insurer, prior to the conclusion of an insurance contract, inquires about the subject matter of the insurance or person to be insured, the Policyholder should make a full and accurate disclosure.

The insurer shall have the right to terminate the insurance contract, if the Policyholder fails to fulfill the obligations of making a full and accurate disclosure specified in the preceding paragraph intentionally or with gross negligence and such failure could influence the Insurer on its decision as whether to accept the application or to raise premium rate.

The right to terminate this Contract as specified in the preceding paragraph shall be extinguished if it is not exercised by the Insurer within (30) days from the date on which the insurer learns the causes of termination. The insurer cannot cancel the contract, if the contract has been established for more than two years; in case of occurrence of an insured event, the insurer shall be liable to pay the indemnities for the Insured accidents.

If the Policyholder fails to perform its obligation of making a full and accurate disclosure intentionally, the insurer shall not be liable for paying any indemnities for the occurrence of the insured accident which occurred prior to the termination of the contract and the premiums which have been collected shall not be refunded.

If the Policyholder fails to perform its obligation of making a full and accurate disclosure with gross negligence, and such failure has a material effect on the occurrence of an insured accident, the Insurer shall not be liable for paying any indemnities for the occurrence of the insured accident before the termination of the contract, but shall refund the premiums paid.

If the insurer, upon forming this Insurance Contract, was aware of that the insured failed to make a full and

accurate disclosure, the insurer cannot terminate the contract; in case of occurrence of an insured accident, the insurer shall be liable for payment of the indemnities.

Article 18. Unless otherwise agreed, the Policyholder should pay the insurance premiums upon entering into this contract.

If the Insurer and the Policyholder agree that the insurance premium is paid in lump sum but the Policyholder fails to pay at the date agreed, the Insurer can immediately cancel the Insurance Contract .

If the Insurer and Policyholder agree that the insurance premium is paid by installments, the insurer shall be liable for indemnity according to the proportion between the total amount of premium collected by the insurer prior to the occurrence of the insured accident and the premium amount payable by the Policyholder, which means the total premium the Policyholder shall pay to the insurer by installments under the agreement up to the date the insured accident occurred.

Article 19. The insured shall strictly comply with the provisions of all state laws and regulations with respect to fire prevention, safe production, dangerous goods, labor protection, Occupational Disease prevention, and any other regulations associated therewith, strengthen its management, take reasonable precautions to avoid or reduce the occurrence of the insured accident.

The Insurer may inspect the Insured for its compliance with the preceding paragraph, and give written suggestions to the Policyholder or the Insured to eliminate risks and latent problems undermining the safety of the subject matter of the insurance, which shall be seriously implemented by the Policyholder and the insured. **However, the abovementioned inspection or examination shall in no circumstances be held as any commitment to the Insured by the Insurer.**

In the event that the Policyholder or the insured fails to perform the abovementioned safety obligation, the insurer has the right to request an increase of the premium or to terminate the contract.

Article 20. If the extent of risk to the subject matter insured increases significantly during the period of the insurance contract, the insured shall, in accordance with the contract, promptly notify the insurer and the insurer shall have the right to increase the premium or immediately cancel the contract, and the insurer may charge the premiums by the day for the period from the commencement date to the date of the termination of the contract, and shall refund the remaining portion to the Policyholder.

If the insured fails to fulfill the obligation of notice stipulated in the preceding paragraph, the Insurer shall not be liable for any Indemnity if an insured event which occurs due to the increased risk to the subject matter insured.

Article 21. Upon knowing the occurrence of an insured accident, the insured shall:

- (1) Endeavour to take necessary and reasonable measures to prevent or reduce the losses, **otherwise, the Insurer shall not be liable for additional losses arising from the inaction of the Insured;**
- (2) Notify the insurer of the causes, process and losses of the insured accident in writing within fourteen (14) days (or within the period extended by the Insurer in writing) after the occurrence of the insured accident; **If the Insured fails to notify the Insurer on a timely manner intentionally or with gross negligence, making it difficult to determine the nature, causes and extent of losses of the insured accident, the insurer shall not be liable to pay for the Indemnities for the parts that cannot be determined,** unless the Insurer has or should have known of the occurrence of the Insured Accident through other channels or sources in a timely manner;
- (3) Protect the scene of the insured accident, allow and assist the insurer to conduct the accident investigation. **If the Insured refuses or obstructs the Insurer from Investigating, the insurer shall not be liable for any loss of which the Insurer is incapable of verifying the cause or confirming the extent of loss;**
- (4) If an insured accident involves in violating laws or committing crimes, the Policyholder or Insured shall report to a public security bureau immediately, **otherwise the Insurer shall not be liable for any payment of extended losses.**

Article 22. The insured shall notify the insurer promptly upon receipt of a claim for indemnity from an Employee. **The Insurer shall not be bound by any undertaking, rejection, offer, agreement, payment or indemnification made by the Insured to the Employee without the Insurer's written consent. In regards to the commitments or payments of the indemnities the Insured has undertaken, the Insurer has the right to verify such commitments or payments.** The Insurer shall not be liable to pay for any loss falling outside of the coverage scope of this insurance or exceeding the limit of insurance. The insurer, in dealing with any claims, shall have the right to deal with any claims for which it may be ultimately liable at its own discretion, and the Insured is obliged to provide to the Insurer with any relevant information and render assistance as far as the Insured can provide.

Article 23. The Insured shall notify the Insurer any potential litigations and arbitrations in writing as soon as it learns; and shall deliver the copies to the Insurer in a timely manner after it has received the court summons or other court documents. The Insurer is entitled to handle the litigations or arbitrations for and on behalf of the Insured and the Insured shall submit relevant documents and provide necessary assistance to the Insurer.

The Insurer shall not be liable to pay for any additional losses caused by failure to provide the notice or assistance by the Insured stated in the preceding paragraph in a timely manner.

Article 24. When claiming for insurance indemnity, the Insured shall provide the following proofs and information:

- (1) Original insurance policy;

- (2) Claim Form filled by the insured or its representatives;
- (3) Relevant material of claim submitted by the Employee to the Insured;
- (4) Proofs for employment relationship between the Insurer and the Insured;
- (5) Proofs of the Employee's salary;
- (6) The original medical report, diagnosis, medical bills, and prescription drug list etc. of the Employee of the Insured. Proofs for the extent of injury of the Employee: if the Employee is disabled, the proof of the disability degree issued by judicial appraisal institutions, which are qualified to issue the disability degree proof under relevant laws and regulations, shall be presented, or Work-related Injury Proof issued by Administrative department of labor and social security and Disability Evaluation Report issued by the Physical Work Capacity Evaluation Commission; if the Employee is dead, the proof of death issued by public security organ and medical institution shall be presented; if the Employee suffers **Occupational Disease**, the diagnosis issued by qualified medical or sanitary institution shall be provided;
- (7) The Compensation Agreement or Settlement Agreement signed between the insured and the Employee; judgements or arbitral awards (if any.)
- (8) Other relevant proofs and materials available for the Policyholder and the Insured and helpful for determining the nature, causes and losses of the insured accident.

In the event that the Insurer is unable to verify the losses as a result of the insured's failure to fulfill the obligations of providing claiming materials stipulated in the preceding paragraph, the insurer shall not be liable to pay the indemnity for the portion which cannot be determined.

Claims Settlement

Article 25. The Insurer shall indemnify the Insured on the basis of the Insured's indemnity liabilities to its Employee determined by one of the following ways:

- (1) The agreement reached between the Insured and the Employee who submits the claim for indemnity and with consent of the Insurer;
- (2) Arbitral award;
- (3) Judgment of the People's Court;
- (4) Any other means approved by the Insurer.

Article 26. **Where the Employee of the Insured suffers injuries, but the Insured did not indemnify the Employee, the Insurer shall not be liable to indemnify the Insured.**

Article 27. In the event of a loss that is within the coverage scope, the insurer shall calculate indemnity by the following ways:

- (1) **Regardless of numbers of insured accident occurs, the total amount of the death benefits, disability benefits, loss of income, medical benefits and other benefits listed in the policy schedule that the Insurer indemnifies to each Employee shall not exceed the limit of**

- Insurance per person specified in the policy schedule.
- (2) **Regardless the number of Employees involved in one insured accident, the total amount of the death benefits, disability benefits, loss of income, medical benefits and other benefits listed in the policy schedule that the Insurer indemnifies to all Employees shall not exceed the limit of Insurance per occurrence specified in the policy schedule.**
 - (3) **On the basis of calculation by (1) and (2) above, the Insurer shall pay the damage after deducting the deductible per occurrence (if any);**
 - (4) **Based on the Article 4 and 5 of this Contract, the aggregate indemnity that the Insurer pays for all accidents during the Policy Period shall not exceed the aggregate limit during the policy period stipulated in the policy schedule.**

Article 28. When the Insurer agrees to insure all Employees of the Insured at declared number of Employees, in the event of a loss, **if the actual number of Employees is more than the declared number shown in the Schedule or amended in the Policy, the Insurer shall be liable to pay proportionally base on the percentage of the declared number to actual number.**

If the loss can be recovered from other insurance with the same coverage, **the Insurer shall be liable to pay the indemnities according to the proportion between the limit of insurance under this Contract and the total limits of insurance. The total limits of insurance include the limit of insurance under this Contract and that under other insurance hereof.**

The Insurer shall not be liable to make any advance payment for which the other insurer(s) is (are) liable. If the Insurer overpays due to the Insured's failure to disclose other insurance faithfully, the Insurer shall be entitled to recover the overpayment from the Insured.

Article 29. For the losses covered by this Insurance Contract within shall be indemnified by the related responsible party, the Insurer shall, from the date of payment of indemnities to the Insured, has the right to subrogate against the third party up to the paid amount, and the insured shall provide the Insurer with necessary documents and information known to the insured.

If the Insured has already indemnified by the third party, the Insurer may correspondingly deduct such indemnification amount from its indemnity when making the payment.

If the Insured waives the right of claiming for Indemnity against the responsible party after the occurrence of the insured accident and before the Insurer pays the Indemnity, the insurer shall not be liable to pay the indemnity; If the Insured, without the Insurer's consent, waives the right to claim against the responsible party after indemnity is made by the insurer, the waiver shall be null and void; The Insurer may deduct or demand the Insured to refund of such indemnity if the Insurer is not able to exercise the right of subrogation due to the Insured's intentional or gross negligence.

Article 30. **All the actions by the Insurer, including but not limited to handling a claim, investigating an accident, adjusting a loss, taking part in litigation, giving advice to the Insured etc, shall not be regarded as the Insurer's promise to undertake any liability of indemnity.**

Article 31. The statute of limitation shall be two (2) years from the date when the Insured knows or should have known the occurrence of the insured accident.

Dispute Resolution and Applicable Law

Article 32. Any disputes arising from the performance of this Insurance Contract shall be settled by the parties through negotiation. In case of failure to reach an agreement, the dispute shall be submitted to the arbitration authority stated in the Insurance Contract for arbitration; If there is no arbitration agreement is agreed in the Insurance Contract and no arbitration agreement is reached after the dispute arises, the dispute shall be submitted to the People's court of the People's Republic of China for litigation.

Article 33. All the disputes related to this Insurance Contract shall be governed by the laws of the People's Republic of China (excluding law of Hong Kong, Macao Special Administrative Regions and Taiwan region).

Other Provisions

Article 34. The Policyholder and the Insurer may amend the contents of the Insurance Contract with mutual agreement. Should there be any amendments to the Insurance Contract, then the Insurer shall endorse the original policy schedule or any other insurance certificate, or Insurer and the Policyholder have a written agreement of amendment.

Article 35. The Policyholder may terminate the Insurance Contract at any time, and the Insurance Contract shall be terminated within twenty-four (24) hours from the date when the Insurer receives the written application from the Policyholder. Prior to the commencement of the Insurance Contract, if the Policyholder requests the termination of the Insurance Contract, the Insurer shall refund the to the Policyholder the balance of the premium after deducting 5% of the premium as handling charge; after the commencement of the Insurance Contract, if the Policyholder requests the termination of the Insurance Contract, the premium from the commencement of the insurance to the date of termination of the Insurance Contract shall be calculated and collected as per the short-period rate (see appendix 1), and the Insurer shall refund the balance to the Policyholder.

The Insurer may also terminate the Insurance Contract. Prior to the commencement of the Insurance Contract, if the Insurer requests to terminate the Insurance Contract, the Insurer shall refund the premium collect to the Policyholder without charging any handling charge; after the commencement of the Insurance Contract, unless otherwise stipulated, the Insurer may terminate the Insurance Contract by

giving fifteen (15) days notification, and the Insurer shall refund premium calculated as follows:

- (1) If there have been no insured accidents occurred during the Policy Period, the refundable premium is calculated as:

Refundable premium = annual premium/365*(the policy period – the number of days from the inception date to the termination date)

- (2) If there have been insured accidents occurred during the Policy Period and the Insurer has indemnified the claims, the refundable premium is calculated as:

Refundable premium = (the limit of insurance - the amount has been paid)/the limit of insurance *annual premium/365*(the policy period – the number of days from the inception date to the termination date)

However, the maximum refundable premium shall not exceed 95% of the annual premium after the insurance contract has commenced.

Definitions

Accidents refer to the objective events which are external, involuntary, unintended and not caused by disease.

Employee refers to a person who signs the written employment contract with the Insured or has a factual labor relationship with the Insured, works for the Insured and is paid by wages/salaries by the Insured, and other forms approved by the laws, including short-term workers, casual workers, seasonal workers and apprentices.

Hospital Refers to the organizations which: (1) is legally registered with a lawful operating license; (2) provides medical and nursing services to the injured and disabled ;(3) possess the medical equipment that comply with the setting standard of the national management rules for hospitals, and have qualified physicians and nurses to provide round-the-clock medical and nursing services. (4) has organized and systematic diagnosis procedures and complete surgical facilities; (5) does not include those medical institutions that mainly act as a place for clinics, rehabilitation, nursing, recuperation, resting, temperance, abstinence of drugs, etc., or other similar medical institutions. (6) if located in mainland China, should be second-class hospitals or third-class hospitals or specified hospitals by the insurer, except for emergency treatments of Employee.

Insured Accident refers to an accident falls within the coverage scope of this Insurance Contract. The date on which the accident occurs is the date on which the Insured Accident occurs.

Medical Expenses covers the expenses of examination, prescription, surgery expenses, ambulance expenses, Hospitalization expenses, drugs expenses, X-ray examination, nursing and medical supplies, with the exceptions of the expenses of dental treatment and surgery (the Insurer shall indemnify the expenses of treatment of sound and natural teeth damaged by accident) and dental restoration expenses. All the treatments under this policy shall be made by qualified doctors.

Occupational Disease(s) refers to the disease(s) of the Employee of the insured, which arises out of the occupational activities and first diagnosed during the policy period. The classification and contents of occupational diseases are subject to the classification and contents issued by Health Administrative Department under the State Council and the Administrative Department for Labor and Social Security of the State Council.

Wages refers to the average wage of the previous twelve (12) months, or the average wage of all the previous months if less than twelve (12) months, immediately before the date of the accident (including the date of the accident) or the date of the disease, as proved by the Hospital. Wages included all payments remitted by the Insured to the Employees, including salaries, bonuses, subsidies, overtime payment and all other allowances, but excluding expenses and disbursements related to labor insurance, Employee's benefits and labor safety protection.

Work-related Disability Accident refers to the disability accident classified as work-related disability accident under the "Regulation on Work-Related Injury Insurances" which is published by the State Council of the People's Republic of China and local regulations.

Appendix 1: Schedule of short-term rate

Months passed in insurance period (months)	1	2	3	4	5	6	7	8	9	10	11	12
Proportion of annual rate (%)	10	20	30	40	50	60	70	80	85	90	95	100

(Note: The month passed in is less than one month shall be calculated as one month)

Table of Work-related Disability Degree and Percentage

Grade of damage	Compensation proportion
First grade disability	100%
Second grade disability	80%
Third grade disability	70%
Fourth grade disability	60%
Fifth grade disability	50%
Sixth grade disability	40%
Seventh grade disability	30%
Eighth grade disability	20%
Ninth grade disability	10%
Tenth grade disability	5%