

中意财产保险有限公司

雇主责任险附加险条款(补充)

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一、扩展类（L-K-e）

L-K-e-014 员工食堂条款

兹经合同双方同意，鉴于被保险人已缴付附加保险费，本保险扩展承保被保险人之雇员食用被保险人提供工作餐时的受伤及死亡事故，包括食物中毒，此种伤害或死亡应被视为雇员在受雇期间发生的保险事故。本保险单所载其他条件不变。

本附加险条款与主险条款内容相悖之处，以本附加险条款为准；未尽之处，以主险条款为准。

L-K-e-015

L-K-e-016 运动或娱乐活动条款

兹经双方同意，本保险扩展承保被保险人或以其名义组织福利性社交或体育活动引起的索赔。

但是，本扩展项下的索赔应根据本保险单的条款规定处理，被保险人法律方面的责任（包括本保险单列明的法律项下的责任）以及法院的令状、传票或诉讼均应依据中国法律的规定，并只适用中国司法管辖权。

本保险单其它条款、除外责任及条件不变。

L-K-e-017 24 小时意外险特别扩展条款 A（不含医疗费）

兹经合同双方同意，保险单的承保时间范围扩展至保险期间内全天24 小时，而不论是否在工作期间。被保险人之雇员在此期间因意外事故而导致的死亡赔偿金、伤残赔偿金（或自人身伤害发生之日起在180 个日内发生死亡），保险人承担赔偿责任，但以保险单明细表中列明的限额为限。本保险单所载其他条件均不变。

除外责任：

本保单对以下原因直接或间接导致被保险人之雇员死亡或人身伤害不负赔偿责任：

1. 战争、战乱、反叛、罢工、暴乱、动乱以及核辐射等；
2. 疾病、传染病、生育、怀孕、医疗以及手术等；
3. 故意自残、自杀以及因药物或酒精导致的犯罪或失常行为；
4. 打架、酗酒、吸毒、精神错乱以及高危险运动；

高风险运动包括但不限于：

—航空飞行，乘坐民航飞机除外；

—使用呼吸器具的潜水活动；

- 足球，以业余身份参加除外；
- 滑翔运动；
- 冰上曲棍球；
- 摩托车竞赛；
- 驾驶或乘坐50cc 以上摩托车；
- 登山、攀岩、攀崖；
- 跳伞；
- 地穴探险；
- 汽车竞赛；
- 以运动为职业；
- 出于商业目的使用木制家具机器；
- 滑水、跳水及水上竞技；
- 冬季运动，冰上溜石活动和溜冰除外；

本附加险条款与主险条款内容相悖之处，以本附加险条款为准；未尽之处，以主险条款为准。

L-K-e-018 24 小时意外险特别扩展条款 B（含医疗费）

兹经合同双方同意，保险单的承保时间范围扩展至保险期间内全天24 小时，而不论是否在工作期间。被保险人之雇员在此期间因意外事故而导致的死亡赔偿金、伤残赔偿金(或自伤残发生之日起在180 个日内发生死亡)以及因此而引起的意外医药费用（社保范围内用药），保险人承担赔偿责任，但以本保险单明细表中列明的限额为限。保险单所载其他条件均不变。

除外责任：

本保单对以下原因直接或间接导致被保险人之雇员死亡或人身伤害不负赔偿责任：

- (1) 战争、战乱、反叛、罢工、暴乱、动乱以及核辐射等；
- (2) 疾病、传染病、生育、怀孕、医疗以及手术等；
- (3) 故意自残、自杀以及因药物或酒精导致的犯罪或失常行为；
- (4) 打架、酗酒、吸毒、精神错乱以及高危险运动；

高风险运动包括但不限于：

- 航空飞行，乘坐民航飞机除外；
- 使用呼吸器具的潜水活动；

- 足球，以业余身份参加除外；
- 滑翔运动；
- 冰上曲棍球；
- 摩托车竞赛；
- 驾驶或乘坐50cc 以上摩托车；
- 登山、攀岩、攀崖；
- 跳伞；
- 地穴探险；
- 汽车竞赛；
- 以运动为职业；
- 出于商业目的使用木制家具机器；
- 滑水、跳水及水上竞技；
- 冬季运动，冰上溜石活动和溜冰除外；

本附加险条款与主险条款内容相悖之处，以本附加险条款为准；未尽之处，以主险条款为准。

L-K-e-019 住院津贴条款 A（含疾病）

本附加险条款附加于主险条款上并构成保险条款之一部份，倘投保单上未载明包括本附加险条款，则本附加险条款将作无效。如主险条款与本附加险条款互有冲突，则以后者为准。

一、保险责任：每日住院现金保障

如果被雇员于保险期间内因遭受损害或罹患疾病而须入住医院，并由医生诊治及照顾，保险人将按雇员的实际留医日数，根据保单明细表的约定，按每日固定费用赔偿，最高赔偿天数以 365 日为限。

二、被保险人义务：提供住院证明

被雇员出院时应自费取得该医院正式帐单及收据，由被保险人填妥保险人提供的索赔表格，连同被雇员的住院证明文件，于出院后尽快递交保险人。

三、责任免除

主险项下的各项除外责任仍适用于本附加险。与此同时，以下疾病不在承保范围之列：

- a. 怀孕、流产或分娩；
- b. 精神病或精神分裂、酒精中毒、滥用/误服药物；
- c. 腰椎间盘突出症；
- d. 屈光不正；
- e. 美容手术及外科整形手术，或任何非必要之手术引起的后果，或天生畸形；

f. 一般牙齿治疗或手术，但由意外所因之者除外；

g. 一般体格检查、疗养、特别护理或静养；

h. 扁桃腺、疝气、女性生殖器官之疾病等治疗或外科手术，但被保雇员在本附加险条款持续有效达 120 天以后接受上述治疗或外科手术者不在此限；

i. 原发病症。

四、责任限额

如果损害或疾病所需的医疗费用可根据相关法律法规而可以有所补偿，或可以从其他福利计划或任何医疗保险计划取得部分或全部赔偿，保险人对这次人身伤害或疾病仅负责赔偿剩余之部分。

五、定义

“损害”是指被保险人的雇员于本保险单保险期间内，不论是否在工作期间，不论是否在从事与被保险人的业务有关工作，全天 24 小时，因遭受意外而致受伤、死亡或职业性疾病。

“疾病”是指被保雇员于本保险单保险期间自起始日起第三十天以后（不包括第三十天）所罹患或感染之病症，但不包括本附加险条款生效前十二个月内曾接受或曾被医生建议接受医药治疗、诊断辅导、医疗意见、处方之任何疾病。“原发病症”不属于“疾病”，但是，被保雇员罹患此原发病症时已在本附加险条款下连续承保十二个月以上的，应被视为“疾病”。

“原发病症”指在保险单保险期间起始日前 12 个月内现存的任何疾病及其他症状，包括：

- （1）病症出现征兆、而正常情况下被保雇员应去接受诊断、护理及治疗；
- （2）已接受或被推荐接受医生咨询或治疗。

“医生”是指于被保雇员接受诊断辅导、医疗意见、处方或手术之地区内，合法注册且具备医治被保雇员所罹患或感染的病症的资格的医生，“医生”不能为被保雇员本人、其配偶或其直系亲属。

“医院”是指符合下列条件之机构：

- （1）拥有合法经营医院之牌照；
- （2）设立之主要目的为向受伤及病人提供留院治疗及照顾；
- （3）有合法注册专业护士提供全日二十四小时之护理服务；
- （4）任何时间均有合法注册之驻院“医生”驻诊，提供医疗服务；
- （5）具有系统性诊断程序及完善之外科手术设备；
- （6）非主要作为诊所、护理、休养、静养或酒、戒毒等或类似之医疗机构。

“留医日数”是指“医院”计算被保雇员总住房费用时所用的住院日数。

L-K-e-020 住院津贴条款 B（仅承保意外事故）

本附加险条款附加于主险条款上并构成保险条款之一部份，倘投保单上未载明包括本附加险条款，则本附加险条款将作无效。如主险条款与本附加险条款互有冲突，则以后者为准。

一、保险责任：每日住院现金保障

如果被保雇员于保险期间内因遭受损害而须入住医院，并由医生诊治及照顾，保险人将按雇员的实际留医日数，根据保单明细表的约定，按每日固定费用赔偿，最高赔偿天数以 365 日为限。

二、被保险人义务：提供住院证明

被保雇员出院时应自费取得该医院之正式帐单及收据，由被保险人填妥保险人提供的索赔表格，连同被保雇员的住院证明文件，于出院后尽快递交保险人。

三、责任限额

如果损害所需的医疗费用可根据相关法律法规而可以有所补偿，或可以从其他福利计划或任何医疗保险计划取得部分或全部之赔偿，保险人对这次人身伤害仅负责赔偿剩余之部分。

四、定义

“损害”是指被保险人的雇员于本保险单保险期间内，不论是否在工作期间，不论是否在从事与被保险人的业务有关工作，全天 24 小时，因遭受意外而致受伤、死亡或职业性疾病。

“医生”是指于被保雇员接受诊断辅导、医疗意见、处方或手术之地区内，合法注册且具备医治被保雇员所罹患或感染的病症的资格的医生，“医生”不能为被保雇员本人、其配偶或其直系亲属。

“医院”是指符合下列条件之机构：

- (1) 拥有合法经营医院之牌照；
- (2) 设立之主要目的为向受伤及病人提供留院治疗及照顾；
- (3) 有合法注册专业护士提供全日二十四小时之护理服务；
- (4) 任何时间均有合法注册之驻院“医生”驻诊，提供医疗服务；
- (5) 具有系统性诊断程序及完善之外科手术设备；
- (6) 非主要作为诊所、护理、休养、静养或酒、戒毒等或类似之医疗机构。

“留医日数”是指“医院”计算被保雇员总住房费用时所用的住院日数。

L-K-e-021 住院津贴条款 C（仅承保工伤和职业病）

本附加险条款附加于主险条款上并构成保险条款之一部份，倘投保单上未载明包括本附加险条款，则本附加险条款将作无效。如主险条款与本附加险条款互有冲突，则以后者为准。

一、保险责任：每日住院现金保障

如果被保雇员于保险期间内因遭受损害而须入住医院，并由医生诊治及照顾，保险人将按雇员的实际留医日数，根据保单明细表的约定，按每日固定费用赔偿，最高赔偿天数以 365 日为限。

二、被保险人义务：提供住院证明

被保雇员出院时应自费取得该医院之正式帐单及收据，由被保险人填妥保险人提供的索赔表格，连同被保雇员的住院证明文件，于出院后尽快递交保险人。

三、除外责任

主险项下的各项除外责任仍适用于本附加险。与此同时，以下疾病不在承保范围之列：

- a. 怀孕、流产或分娩；
- b. 精神病或精神分裂、酒精中毒、滥用/误服药物；
- c. 腰椎间盘突出症；
- d. 屈光不正；
- e. 美容手术及外科整形手术，或任何非必要之手术引起的后果，或天生畸形；
- f. 一般牙齿治疗或手术，但由意外所因之者除外；
- g. 一般体格检查、疗养、特别护理或静养；
- h. 扁桃腺、疝气、女性生殖器官之疾病等治疗或外科手术，但被保雇员在本附加险条款持续有效达 120 天以后接受上述治疗或外科手术者不在此限；
- i. 原发病症。

四、责任限额

如果损害所需的医疗费用可根据相关法律法规而可以有所补偿，或可以从其他福利计划或任何医疗保险计划取得部分或全部之赔偿，保险人对这次损害仅负责赔偿剩余之部分。

五、定义

“损害”是指被保险人的雇员于本保险单保险期间内因其从事与被保险人的业务有关工作时遭受意外而致受伤、死亡或职业性疾病。

“原发病症”指在保险单保险期间起始日前 12 个月内现存的任何疾病及其他症状，包括：

- (1) 病症出现征兆、而正常情况下被保雇员应去接受诊断、护理及治疗；
- (2) 已接受或被推荐接受医生咨询或治疗。

“医生”是指于被保雇员接受诊断辅导、医疗意见、处方或手术之地区内，合法注册且具备医治被保雇员所罹患或感染的病症的资格的医生，“医生”不能为被保雇员本人、其配偶或其直系亲属。

“医院”是指符合下列条件之机构：

- (1) 拥有合法经营医院之牌照；
- (2) 设立之主要目的为向受伤及病人提供留院治疗及照顾；
- (3) 有合法注册专业护士提供全日二十四小时之护理服务；
- (4) 任何时间均有合法注册之驻院“医生”驻诊，提供医疗服务；
- (5) 具有系统性诊断程序及完善之外科手术设备；
- (6) 非主要作为诊所、护理、休养、静养或酒、戒毒等或类似之医疗机构。

“留医日数”是指“医院”计算被保雇员总住房费用时所用的住院日数。

L-K-e-022 恐怖主义扩展条款

兹经双方同意，本保险扩展承保本保险单明细表列明的雇员，因任何恐怖分子或组织进

行恐怖活动直接造成的人身伤亡时依法应由被保险人承担的经济赔偿责任。

L-K-e-023 公共医疗费用扩展条款

兹经双方同意，鉴于被保险人已缴付附加保险费，设立医疗费用之公共保额，即被保险人的员工如因遭遇受保险事故而产生的本保单下可以理赔的医疗费用如果超过明细表中规定的限额，经被保险人的人事部确认并向保险公司申请，其超过部分可以本部分公共医疗费用保额部分进行赔偿。

公共医疗费用赔偿限额：_____

L-K-e-024

L-K-e-025 海外差旅扩展条款

兹经双方同意，鉴于被保险人已缴付附加保险费，本保险扩展承保被保险人的雇员在本保险单有效期内，因从事本保险单所载明的被保险人的业务工作时，因公（劳）务出国发生意外或患职业病而致伤残、死亡，被保险人依照法律及雇佣合同应承担的医疗费及经济赔偿责任。

本保险单所载其他条件不变。

L-K-e-026 境内公出特别条款

兹经双方同意，鉴于被保险人已缴付附加保险费，对于被保险人的雇员在境内，不包括我国的香港、澳门和台湾地区，因工外出期间由于工作原因遭受意外事故或患职业病而导致伤残、死亡，被保险人依照法律及雇佣合同应承担的医疗费及经济赔偿责任，本公司按照主险条款规定负责赔偿。

本保险单所载其他条件不变。

二、限制类（L-X-e）

L-X-e-002 Sanctions Related Exclusion

The Insurer is not liable to make any payments for liability under any coverage sections of this policy or make any payments under any extension:

For any loss of claim arising in, or where the Insured or any beneficiary under the Policy is a citizen or instrumentality of the government of, any country(ies) against which any laws and/or regulations governing this Policy and/or the Insurer, its parent company or its ultimate controlling entity have established an embargo or other form of economic sanction which have the effect of prohibiting the Insurer to provide insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under the Policy.

It is further understood and agreed that no benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or the Insurer, its parent company or its ultimate controlling entity.

L-X-e-003 Master Program Memorandum

Any reference to the “Co-Insurers” wherever it appears in this Memorandum shall be deemed to mean the Co-Insurers named below or the Co-Insurers whose names are, with the consent of the _____, substituted for such Co-Insurers by a memorandum signed by or on behalf of all the Co-Insurers concerned.

The liability of the Insurers shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured or in the limit of liability hereby, or such other sum(s) or limit(s) as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Insurers.

It is understood and agreed that this Policy (hereinafter referred to as the “Local Underlying Policy”), issued by _____, is part of a multi-national overseas property insurance program concluded between _____ (named in this Memorandum) and _____ (hereinafter called “the Leading Co-Insurer”) under the Master Policy (as per policy/reference numbers specified in this Memorandum), and that in case of _____, the Master Policy shall always prevail.

It is further noted and agreed that notwithstanding that _____ has issued the Local Underlying Policy for a 100% participation in this territory, the liability of the Co-Insurers under the Master Policy (named in this Memorandum and hereinafter referred to as the “Co-Reinsurer(s)” under the Local Underlying Policy) shall attach simultaneously with that of the Leading Co-Insurer / _____. In the event of a claim under the Local Underlying Policy, the Co-Reinsurers agrees that, if required by the Leading Co-Insurer/ _____, payment hereunder shall take place at the same time as settlement or advance of funds under the Local Underlying Policy. Additionally, the Leading Co-Insurer / _____ may, at its option demand prompt payment of any claim amount from Co-Reinsurers, and the Co-Reinsurers will promptly pay such amounts.

The Leading Co-Insurer, each of the other Co-insurers and the Insured shall note and agree that the Liability of the Leading Co-insurer and each Co-insurer under this contract of insurance are solely limited to the extent of their individual co-insurance proportions, and are not responsible for the share of any other Co-insurer who for any reason does not satisfy all or part of its obligations.

Furthermore, being part of a worldwide program, the coverage provided by the Local Underlying Policy expires on the date and/or time shown in the schedule. The policy is not renewed unless the Insured is specifically advised to the contrary.

L-X-e-004 War & Terrorism Exclusion Endorsement (WTE)

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this insurance excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

For the purpose of this Endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Endorsement also excludes loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company alleges that by reason of this exclusion, any loss, damage, liability, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

L-X-e-005 Cyber Risks Clause

This Insurance Policy does not apply to any liability damages or losses arising from or in connection with

- a) the use or misuse of the internet or similar facilities or
- b) loss of service or loss of use of the internet or similar facilities or
- c) e-commerce and related activities and exposures

For the purpose of this Exclusion such damages or losses shall refer but not limited to the following

- 1) transmission of computer virus
- 2) unauthorized access
- 3) unauthorized use
- 4) infringement of data privacy
- 5) infringement of intellectual property rights (including but not limited to trademark copyright or patent)

L-X-e-006 Date Recognition

The Policy will not apply to any liability for Loss or Damage or costs of any nature whatsoever directly or indirectly caused by, consisting of, arising from or relating to

1) any malfunction, failure, breakdown or any inability to perform in whole or in part of any

a) computer software, computer hardware, embedded chips, integrated circuit or similar device in non-computer equipment, or

b) system, process, service or product dependent on any of the aforementioned; or

2) any preventive or remedial effort or lack thereof to remedy, correct, change, or convert any of (1) [(a) and (b)] above; or

3) any advice, service, consultation, design, evaluation or inspection; or

4) any duty to disclose and/or failure to disclose the costs, expenses, material facts or financial effects to remedy, correct, change or convert any of (1) [(a) and (b)] above;

as a result of problems related to calendar date-recognition, which for the purposes of this clause will mean any failure to

i) correctly recognise any date as its true calendar date; or

ii) capture, save or retain, and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of any date not being treated as its true calendar date; or

iii) capture, save or retain, and/or correctly to manipulate, interpret or process any data as a result of the operation of any information or command or instruction which has been programmed into any computer software system or network [as described above under (1)] being information, a command or an instruction which causes the loss of data or the inability to capture, save or retain and/or correctly manipulate, interpret or process such data on or after any calendar date.

L-X-e-007 Seepage, Pollution and Contamination Pollution Clause

This Insurance does not cover any liability for:

(1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

(2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.

(3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

L-X-e-008 Asbestos Exclusion

This Policy does not cover any loss, cost, expense or liability directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

三、规范类（L-G-e）

L-G-e-005

L-G-e-006 自动承保新员工条款

本保险单扩展承保被保险人在保险期间内的新员工。被保险人应在新员工入职后的____天内，及时向保险公司申报新员工的投保信息及补缴相应的保费。

本附加险条款与主险条款内容相悖之处，以本附加险条款为准；未尽之处，以主险条款为准。

L-G-e-007 特殊天气条款

如果在特殊的天气条件下，被保险人的任何雇员应被保险人的要求出勤，在直接去工作地点或从其直接返家的途中受伤或死亡，此种死亡或受伤在本保险单中应视为在受雇过程中发生。

本保险单其它条款、除外责任及条件不变。

L-G-e-008 因公出差期间 24 小时自动承保条款

兹经双方同意，被保险人的任何雇员应被保险人的要求出差，则其在本保险单列明的地域范围内出差期间的每天 24 小时均应视为工作时间。保险人对此项目承担的赔偿责任以本保险单明细表中列明的限额为限。

本保险单所载其它条件均不变。

L-G-e-009

L-G-e-010 保费支付条款

按本保单约定，全额保费必须在保单印发日或起保日(以后者为准)45 天内支付，逾期保险公司有权自起保日起作废此保单并不承担此保单项下承保的任何责任。

不管如何，如果保险公司对 45 天后收到的逾期保费没有提出异议，将不影响保险单的责任。

L-G-e-011

L-G-e-012 Currency Exchange Clause

When currency conversion is necessary when applying terms and conditions of this Policy, the rates of exchange to be adopted shall be those prevailing:

- for initial premium settlement, at policy inception date as per the exchange rate quoted on _____
- for mid term premium adjustment, at the date when such change takes effective as per the exchange rate quoted on _____
- for year-end premium adjustment, at the expiry date of the policy as per the exchange rate quoted on _____
- for loss settlement, at the date of final settlement of loss as per the exchange rate quoted on _____. However, should the Insured incurs and pays any claim settlement at the consent of the loss adjuster and/or the Insurers, then the exchange rate to be used for the calculation of settlement of such claims payment shall follow the exchange rate used under the payment made by the Insured.

L-G-e-013 Pay as Paid Clause

Insured: _____

Insurer: _____

Ultimate Reinsurer: _____

Registered address: _____

It is hereby noted and agreed by the Insured that the Insurer shall not be liable to pay any money in respect of the percentage of any loss under this policy that is reinsured to the Ultimate Reinsurer (_____) unless the same liability has been admitted by _____ for such percentage of the loss.

It is further noted and agreed by the Insured that at the time of settlement of a claim that is covered under this policy, the Insurer will pay the claim for such percentage of the loss that is reinsured to the Ultimate Reinsurer (_____) only upon receipt from the Ultimate Reinsurer (_____) of the funds representing the percentage of the loss payable by the Ultimate Reinsurer (_____).

L-G-e-014 Notice of Cancellation by Insurers (Immediate Notice of Cancellation by Insured)

The insurance may at any time be terminated at the option of the insurer, giving ____ days' notice to that effect being giving to the Insured, in which case the Insurer shall be liable to repay on demand a ratable proportion of the premium for the unexpired terms from the date of the Cancellation.

The insurance may also at any time be terminated at the option of the insured, giving immediate notice to that effect being giving to the Insurer, in which case the Insured shall be charged on a short period premium for the expired terms from the date of inception.