



# 中國交銀保險有限公司

## CHINA BOCOM INSURANCE CO., LTD.

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### HOME COMPREHENSIVE INSURANCE POLICY

**Please read this Policy carefully upon receipt and promptly request the Company for necessary Amendments**

#### PREAMBLE

WHEREAS the Insured, by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to the **CHINA BOCOM INSURANCE CO., LTD.** (hereinafter referred to as the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance, the Company hereby agrees to provide insurance to the extent of and subject to the terms and conditions contained in or endorsed on this Policy during any Period of Insurance and providing that the liability of the Company shall not exceed the sums insured or other limits expressed herein or in the Schedule of benefits.

This Policy, the Proposal Form, Declaration and Schedule shall be read together as the entire contract and unless specifically stated to the contrary any word or expression to which specific meaning has been given shall have such specific meaning wherever it may appear.

#### HOME CONTENTS

The Company agrees to pay for accidental physical loss of or damage to household contents, personal properties, fixtures and fittings (hereinafter called "Contents") owned, used, or worn by the Insured or by other persons insured under this Section, whilst contained within the Insured Premises subject to a maximum indemnity limit of **HK\$1,000,000** during each Period of Insurance.

The Company will indemnify the Insured for loss of or damage to building improvement including renovation, built-in closets, fixtures and floorings, which are carried out by the Insured, up to a limit as specified under the policy schedule of benefits of this policy or in case no such limit is shown under the policy schedule of benefits, upto the maximum sum insured applicable to Insured Home Contents above during each Period of Insurance. Provided that the Company shall not be liable for loss or damage to water tanks, apparatus and pipes and an excess amount as specified under the policy schedule of benefits in respect of each and every claim.

#### Provided that: -

- (a) the liability of the Company shall be limited to **HK\$60,000** for any one article;
- (b) the liability of the Company shall not exceed **HK\$300,000** for the total value of all Valuables;
- (c) in respect of Valuables, the maximum liability of the Company shall be limited to **HK\$10,000** per article;
- (d) the company shall not be liable for an excess amount as below :
  - (i) HK\$1,000 or 10% of adjusted loss whichever is greater in respect of each and every loss caused by resulting from water, windstorm, typhoon, flood and alike perils;
  - (ii) HK\$500 in respect of each and every loss other than (d)(i) above.
- (e) the Company shall not be liable for loss or damage caused by robbery or burglary or attempted thereat while the Insured Premises or any part thereof is : -
  - i) licensed or let unless violent means are used to enter or leave the Insured Premises; or
  - ii) unoccupied for more than 30 consecutive days.
- (f) the Company shall not be liable for any malicious damage or vandalism if the Insured Premises is unoccupied for more than 30 consecutive days.
- (g) this Section does not cover loss or damage to any of the followings: -  
Bonds, bills of exchange, coins, cheques, credit cards, deeds, documents of title, manuscripts, medals, passports, stamps, share certificates and travel tickets.

#### Extensions

This Section is extended to provide the following coverage: -

##### (1) Personal Accident

Bodily injury suffered by an Insured whilst in the Insured Premises caused by violent external and visible means and sustained as a result of fire or caused by robbery, burglary or attempt thereat where such bodily injury shall within three calendar months result in the death of an Insured and/or Insured's immediate family members in which case the Company will pay to the Insured's personal representative **HK\$100,000** per person subject to a maximum of **HK\$200,000** during each Period of Insurance. Where compensation is payable under this Extension in respect of the death of more than one Insured arising out of the same event the aforesaid limit shall be applicable to the aggregate compensation payable for all such Insureds, which compensation shall be apportioned in equal shares.

##### (2) Household Removal

The Company will indemnify the Insured for loss of or damage to the Contents while they are being moved by professional removers to a new insured risk location within Hong Kong subject to a maximum amount of **HK\$100,000** during each Period of Insurance.

Provided that: -

- (a) the loss is not covered under any other policy;
- (b) the company shall not be liable for an excess amount as specified under the policy schedule of benefits in respect of each and every claim.

##### (3) Temporary Removal

The Company will indemnify the Insured for loss of or damage to the Contents while temporarily removed from the Insured Premises for cleaning, repair, relocation, renovation or maintenance within Hong Kong up to 7 days.

Provided that :-

- (a) the liability of the Company shall in no case exceed **HK\$20,000** per item;
- (b) the liability of the Company shall in no case exceed **HK\$100,000** per Period of Insurance;
- (c) the company shall not be liable for an excess as specified under the policy schedule of benefits in respect of each and every claim;
- (d) the Company shall not be liable for loss or damage to property removed for exhibition or sale;
- (e) the loss is not covered under any other policy.
- (f) the Company shall not be liable for loss or damage to the Contents during the course of removal from the Insured Premises for the purpose of storage, cleaning, repair, renovation and maintenance or relocation to a new insured risk location, unless specifically agreed upon by the Company in writing in advance.

##### (4) Locks Replacement

Replacement of damaged locks and keys or installation of damaged windows due to burglary or attempted burglary are covered up to a maximum of **HK\$8,000** during each Period of Insurance.

##### (5) Personal Money

Loss of cash as a result of burglary or robbery by violent and forcible means up to a maximum limit of **HK\$5,000** per year anywhere within Hong Kong subject to an excess amount as specified under the policy schedule of benefits in respect of each and every claim, provided that the loss be reported within 24 hours of discovery to the local police authority;

##### (6) Frozen Food

The Company will indemnify the full replacement cost of frozen food in the freezer or refrigerator at home due to deterioration caused by a change in temperature of the freezer or refrigerator.

Provided that -

- (a) the liability of the Company shall in no case exceed **HK\$5,000** during each Period of Insurance;
- (b) an excess amount as specified under the policy schedule of benefits in respect of each and every claim.
- (c) the Company shall not be liable for
  - (i) loss or damage resulting from the deliberate act of any person or the electricity supply company;
  - (ii) loss or damage caused by the failure of the freezer or refrigerator unless such unit is less than 5 years old.

**(7) Removal of Debris**

Cost and expenses necessarily incurred by the Insured with the consent of the Company in removing debris as a result of an insured loss up to a maximum of **HK\$7,500** per Period of Insurance.

**(8) Alternative Accommodations**

In the event that the Insured Premises is damaged due to an accident covered under this Policy and rendered uninhabitable, the Insured is indemnified up to **HK\$1,500** per day for cost of temporary accommodations and subject to a maximum of **HK\$50,000** during each Period of Insurance.

**(9) Domestic Helper's Personal Effects**

The Company will indemnify the Insured in respect of loss of or damage to clothing and personal effects of the Insured's domestic helper subject to a maximum limit of **HK\$25,000** during any one year and not exceeding **HK\$1,000** for any one article, whilst such properties are in the Insured Premises in which such helper is residing with the Insured or any member of his/her family. It is further noted and agreed that the company shall not be liable for an excess amount as specified under the policy schedule of benefits in respect of each and every claim under this extension.

**(10) Public Liability**

The Company will subject to a limit of **HK\$5,000,000** in respect of any one claim or series of claims arising out of one event, and in aggregate during the Period of Insurance, subject to Hong Kong jurisdiction, indemnify the Insured against all sums for which the Insured and the Insured's domestic helper while he/she is performing the duties may be legally liable for: -

- (a) Accidental third party bodily injury (whether fatal or not); or
- (b) Accidental third party property damage occurring in or about the Insured Premises as
  - (1) A lawful occupier of the Insured Premises; or
  - (2) Solely in his personal capacity (not as an occupier or owner of any building) anywhere in Hong Kong and Macau.

Provided that Company shall not be liable in respect of: -

- (a) an excess amount as specified under the policy schedule of benefits;
- (b) bodily injury to any person who is a member of the Insured's family or household or at the time of sustaining such injury is engaged in and upon the service of the Insured;
- (c) damage to property belonging to or in the charge of or under the control of the Insured or a member of the Insured's family or household or of a person in the service of the Insured, or to any property which could have been insured under Home Contents and Extensions hereof;
- (d) bodily injury or damage arising out of or incidental to: -
  - i) the Insured's profession or business or employment; or
  - ii) the use of lifts, escalators, vehicles, watercraft or aircraft;
- (e) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (f) bodily injury and/or property damage to any person occurring within the common area of the main structural building (hereinafter referred to as "The Main Building") in which the Insured Premises is located and forms a part thereof and the legal liability for such bodily injury and/or property damage attaches to or applies by operation of law to some or all of the owners of the Main Building except that in such event the Company's liability will be limited only to a sum that is equal to the total amount of the court judgement for such bodily injury and/or property damage multiplied by a fraction which is equal to the insured's share or part ownership interest as set out in title documents in the Main Building which can be subjected to judicial execution to satisfy the said court judgement;
- (g) any liability incurred from internet related activities;
- (h) all liabilities and/or claims related to asbestos;
- (i) all losses and/or claims related to Electro-Magnetic fields;

In addition, in respect of a claim to which the indemnity expressed in this Extension applies, the Company will pay:-

- (a) all costs and expenses recovered by any claimant from the Insured; and
- (b) all costs and expenses incurred by the Insured with the written consent of the Company.

In the event of the Insured's death, the Company will, in respect of the liability incurred by the Insured, indemnify the Insured's personal representatives in accordance with the terms of and subject to the limitations of this Extension provided that such personal representatives shall as though they were the Insured observe, fulfill and be subject to the terms of this Policy so far as applicable.

**MEMORANDUM**

**1) Replacement Cost Memorandum**

It is hereby agreed that in the event the property insured hereof is destroyed, damaged or lost, the basis upon which the amount payable under this Policy is to be calculated shall be the replacement cost of the property so destroyed, damaged or lost, and the Company will pay not more than the smaller of the following amounts: -

- (a) the full cost of repair at time of loss; or
- (b) the declared value or specific limits as stated in this Policy.

Provided that the actual repair or replacement is completed within 90 days from the date of loss or damage, unless otherwise agreed.

**2) An indemnity settlement basis will be applied if**

- (a) claims are on clothing and furs
- (b) you decide not to reinstate, repair or replace the lost and/or damaged item

**SPECIAL PROVISIONS**

**Pair & Set Clause**

If there is a loss of an article which is part of a pair or set, the measure of the loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of the said article, but such loss shall not be construed to mean total loss of the pair or set.

**GENERAL CONDITIONS**

1. Words in masculine gender shall include the feminine.

**2. Observance of Policy Terms**

The due observance and fulfillment of the terms, conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by him and the truth of the information set out in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

**3. Procedures to Apply in Case of Loss Under This Policy**

- a) Notice of Loss  
Upon knowledge of loss, the Insured shall give notice thereof as soon as possible to the Company but in any case, not later than 30 days.
- b) Notice to Police  
In case of loss, or loss by burglary or robbery, notice also should be given to the police.
- c) Proof of Loss

The Insured shall file a Proof of Loss with the Company within thirty days after the discovery of loss, unless such time is extended in writing by the Company. Upon the Company's request, the Insured shall submit (and, so far as is within his or her power, shall cause all other persons interested in the property and household members and employees to submit) to examination by the Company, sign a sworn statement referring to the loss, and produce for the Company's examination all

pertinent records at such reasonable times and places as the Company may designate, and shall co-operate with the Company in all matters pertaining to the loss.

d) Non-admission

The Insured shall not make any admission of liability or enter into any settlement or compromise of a loss without obtaining the prior written consent of the Company.

e) The Insured shall not incur any expense in making good any loss or damage without the prior written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without the like consent.

f) Payment of Loss

Each claim for loss shall be adjusted separately and from the amount of each loss, when determined, the applicable deductible amount stated in this Policy shall be subtracted. No loss shall be paid hereunder if the Insured has collected the same from others.

g) Bailees not to benefit by this insurance

This Policy shall not accrue directly or indirectly to the benefit of any carrier or bailee.

#### 4. General Exclusions

This Policy shall not apply to damages or losses caused directly or indirectly, wholly or partly by-

- a) War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power, martial law or any act of any person or persons acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by violent means or in minimising the consequences of any such act or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government of public or local authority or area in which the Insured Premises are situated except any damage done by the Hong Kong Fire Services Department in the execution of its duties on the occasion of a fire and on the occasion of other incidents that may develop into a real fire situation.
- b) Radioactivity, atomic fission or atomic fusion, either controlled or not, or nuclear incident.
- c) Pressure waves caused by aircraft and other aerial device.
- d) Special equipment or apparatus used in connection with any profession, business or employment, or items which are insured under a separate policy.
- e) Uninsurable / Uninsured risk.
- f) Malicious damage or vandalism by any person lawfully in the Insured Premises.
- g) Contact or corneal lenses, mobile / portable telephone.
- h) Detention, seizure or confiscation by customs or other officials.
- i) Contents on roof or in open area including but not limited to aerial devices or satellite dish.
- j) Bonds, bills of exchange, cash, coins, cheques, credit cards, deeds, documents of title, manuscripts, medals, passports, stamps, share certificates and travel tickets unless specifically covered.
- k) Animals, automobiles, bicycles, tricycles, motorcycles, aircrafts, boats or other vehicles (except baby carriages and invalid chairs), or their equipment or furnishings except when removed from the vehicle and actually in the Premises.
- l) To property under a contract of affreightment while aboard any ship or during loading or unloading therefrom.
- m) Against the marring or scratching of any property or breakage of eyeglasses, hand mirrors, glassware, statue, marble, bric-a-brac, porcelain and similar fragile articles unless such marring, scratching or breakage is caused by burglary or robbery or attempt thereof, vandalism, malicious mischief, fire, lightning, windstorm, cyclone, tornado, hurricane, earthquake, flood, explosion, falling aircraft, riot, strike, collapse of or accident to transporting vehicle other than an overseas vessel.
- n) Against mechanical breakdown; against loss or damage to electrical apparatus caused by electricity other than lightning, unless fire results and then only for loss or damage by such resultant fire.
- o) Against wear and tear and depreciation, against loss or damage caused by dampness of atmosphere or extremes of temperature, seepage of water due to typhoon, windstorm or rain; against deterioration, moth, vermin and inherent vice; against damage to property caused by or directly resulting from any work thereon in the course of a process of washing, cleaning, dyeing, alteration, restoration, maintenance, refinishing, renovating or repairing.
- p) To property on exhibition on fairgrounds or on the Premises of any national or international exposition unless such Premises are specially described herein.
- q) To accidental damage or breakage to sports equipment whilst in play.
- r) Overwinding, denting or internal damage of clocks or watches.
- s) To breakage of strings, reeds of drumheads of musical instrument from any cause or loss or damage to musical instruments while in transit, unless they are packed in a suitable container.
- t) Consequential loss or damage of any kind whatsoever.
- u) Against loss or damage caused to films, tapes, cassettes, cartridges or discs other than for their value as unused material or the maker's latest list price for pre-recorded material.
- v) To loss resulting from unexplained or mysterious disappearance or shortage disclosed.
- w) To loss resulting from the wilful act of an Insured or of any Domestic Servant of an Insured living or working in the Premises.
- x) Any properties which have been insured under other section(s) of the same policy AND any properties which have been insured under any other policy, the Company shall only be liable for the unsettled balance of all the costs or expenses incurred and / or up to the maximum indemnity limit.
- y) Loss or damage caused by chewing, scratching, tearing or fouling by your domestic pets.
- z) i) any unlawful construction, renovation, alteration, or decoration work of any kind on the Insured Premises.  
ii) construction, renovation, alteration, or decoration work on the Insured Premises, unless the same is notified to the Company and the same specifically agreed to in advance by the Company in writing.

#### Other Exclusions :

##### War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, 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 organization(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, 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 allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance 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.

##### Terrorism Exclusion Clause For Contamination And Explosives

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a) biological or chemical contamination
  - b) Missiles, bombs, grenades, explosives
- due to 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 organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

#### **Cyber Risk Exclusions**

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

#### **IT Clarification Clause**

Property damage covered under this Insurance shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Insurance :

- a) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- b) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage

#### **Seepage, Pollution & Contamination Exclusion Clause**

This insurance does not cover any liability for: -

- (3) 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.
- (4) The costs of removing, nullifying or cleaning-up seeping, pollution or contamination substances.
- (5) Fines penalties, punitive or exemplary damage.

#### **Total Asbestos Exclusion Clause**

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.

#### **5. Meaning of Words and Terms of this Policy**

- a) **"Insured"** shall apply to the following persons: -
  - (i) Named Insured;
  - (ii) If residents of the Named Insured's household – his spouse, any unmarried children and the parents of the Named Insured or his spouse residing at the Insured household for not less than one calendar year.
- b) **"Insured Premises"** shall mean the private dwelling, residential flat, stable, garage and all outbuildings of the Named Insured and the Owner and Landlord's fixtures and fittings therein and the walls, gates and fences around and pertaining thereto and all other domestic improvements of a structural nature situated at the Location of Risk shown in the Schedule of benefits and unless specifically mentioned the Insured Premises are deemed declared by the Named Insured to be constructed of brick, stone, concrete or reinforced concrete and roofed with concrete, reinforced concrete, slate, tile, metal, asbestos or a combination of asbestos and other combustible mineral ingredients.
- c) **"Valuables"** shall be deemed to include without limitation of jewelry, article of gold, silver, platinum or other precious metals, precious stones, watches, furs, antiques, works of arts (including wall-hanging rug), vintage wine, photographic equipment, coin collections, silverware, Chinaware, crystal items or collection, collections of stamps, coins and medals, binoculars, curios, audio / video equipment, cameras, and musical instruments (except pianos) belonging to you or any member of your family.
- d) **"Money"** shall be deemed to include without limitation of cash, cheques, postal orders, bankers drafts, travel tickets, saving, stamps and certificates, premium bonds, current postage stamps, gift tokens, trading stamps, all held for social and domestic purposes.
- e) **"Personal Effects"** shall mean the cloths and articles of a strictly personal nature likely to be worn, used or carried. It does not include valuables or money.
- f) **"Uninsurable / Uninsured Risks"**
  - (i) scratching, denting, rust, corrosion, wear and tear of depreciation,
  - (ii) rot, fungus, woodworm, beetle, moth, insects or vermin,
  - (iii) mechanical or electrical fault or breakdown,
  - (iv) any process of cleaning, dyeing, renovation, re-styling repairing or restoring,
  - (v) any other gradual operating cause,
  - (vi) consequential loss or damage of any kind or depreciation,
  - (vii) infidelity or dishonesty on the part of you, your family or any of your employees,
  - (viii) landslide or subsidence,
  - (ix) shrinkage, evaporation, loss of weight, contamination, change in flavour, colour, texture of finish, action of light,
  - (x) animals, plants or any kinds of living organism / creature.

#### **6. Jurisdiction Clause**

The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong, nor to orders obtained in the said court for the enforcement of judgements made outside Hong Kong, whether by way of reciprocal agreements or otherwise.

#### **7. Salvage**

The Company may pay for the loss in money or for the cost of repair or replacement of the property and may settle any claim for loss of property either with the Insured or the owner thereof. Any property so paid for or which is replaced shall become the property of the Company. The Insured or the Company, as the case may be, upon recovery of any such property, shall give notice thereof as soon as practicable to the other and the Insured shall be entitled to the property upon reimbursing the Company for the amount so paid or the cost of replacement. Application of the insurance to property of more than one person shall not operate to increase the limit of the Company's liability for any one occurrence.

#### **8. Reasonable Precautions**

The Insured shall:-

- a) use all reasonable diligence and care to keep the Insured Premises in a proper state of repair and if any defect therein be discovered shall cause such defect to be made good as soon as possible and shall in the meantime cause such additional precautions to be taken for the prevention of injury, loss or damage as the circumstances may require and the Company shall not be liable for any injury, loss or damage caused by a defect which the Insured has failed to remedy after

having received notice of such defect either from the Company or any person or public body; and

- b) exercise all reasonable precautions for the maintenance and safety of the property insured; and
- c) take all reasonable precautions to minimise any injury, loss or damage which may occur and to take all reasonable steps to recover any property lost.

#### 9. Control of Claims

The Company shall be entitled:-

- a) to indemnify the insured by payment or at its option by reinstatement, repair or replacement;
- b) on the happening of any loss or damage for which indemnity is provided, to enter any building where the loss or damage has happened, to take and keep possession of the property insured and to deal with the salvage in a reasonable manner and this Policy or any copy thereof certified by the Company, shall be proof of leave and licence for such purpose but no property may be abandoned to the Company;
- c) to pay at any time to the Insured the Limit of Liability provided under the Public Liability Extension of the Home Contents section or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that Section in connection with such claim or claims except for costs and expenses recoverable from the Insured or insured with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.

#### 10. Arbitration

Any differences arising as to the amount to be paid under this Policy (liability being otherwise admitted) shall be referred to the decision of an Arbitrator to be appointed by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each party. In the event of disagreement between the Arbitrators the difference(s) shall be referred to the decision of an Umpire who shall have been appointed in writing by the Arbitrators before entering on the reference. An award made following these proceedings shall be a condition precedent to any right of action against the Company.

#### 11. Misrepresentation and Fraud

Any Policy issued hereunder shall be void if the Insured conceals or misrepresents any material fact or circumstance concerning this Policy or the subject thereof; or in case of any fraud or false swearing by the Insured regarding any matter relating to this Policy or the property insured, whether such be done before or after a loss has occurred.

#### 12. Action against the Company

No action, suit or proceeding shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, nor until sixty days after the required proofs of loss have been filed with the Company. No action, suit or proceeding for the recovery of any claim under this Policy shall be maintainable in any court of law or equity unless the same be commenced within twelve months next after the calendar date of the happening of the physical loss out of which the said claim arose. Provided, however, that if by the laws of the state or country within which this policy is issued such limitation is invalid, then any such claim shall be voided unless such action, suit or proceeding be commenced within the shortest limit of time permitted, by the laws of such state or country, to be fixed herein.

#### 13. Cancellation Provision

This Policy may be cancelled at any time at the request of the Named Insured in writing to the Company and the premium shall be adjusted on the basis of the Named Insured paying to the Company, or the Company retaining, as the case may be, the customary short term premium or minimum premium then due up to the date of cancellation. The date of cancellation shall be the date the Company actually receives the said request in writing. The Company is also entitled to cancel this Policy upon giving to the Named Insured thirty days notice in writing at his last known address and the premium shall be adjusted on the basis of the Named Insured paying to the Company, or the Company retaining, as the case may be, the pro-rata premium then due up to the date of cancellation. The date of cancellation shall be the date stipulated in the said notice in writing.

#### 14. Other Insurance

Subject to all other applicable conditions appearing in this Policy, the Company shall not be liable for loss if, at the time of loss, there is any other insurance which would attach if this Policy had not been effected, except that the coverage provided for under this Policy shall apply only as excess and in no event as contributing insurance, and then only after all other insurance has been exhausted.

#### 15. Subrogation

If the Company shall make any payment or otherwise make good any loss applying under this Policy, it shall be subrogated to all the Insured's rights of recovery against any other person or persons and the Insured shall complete, sign and deliver any documents necessary to secure such rights. The Insured shall not take any action following a loss to prejudice such rights of subrogation.

#### 16. Burden of Proof

In any action, suit or other proceedings where the Company alleges that by reason of the provisions of any exclusions which may be applicable, any loss, destruction or damage is not covered by this Policy, the burden of proving that such loss, destruction or damage is covered shall be upon the Insured.

#### 17. Maintenance of Sum Insured

The Insured shall at all times maintain the Sum Insured at a level which represents the full reinstatement cost of the Insured Contents at the time of loss or damage. Should the Sum Insured be less than the said Full reinstatement cost or 90% of the said full replacement value, the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly.

#### 18. Company Data Privacy Ordinance

As a condition precedent to liability of this company, the insured has agreed that any personal information collected or held by the company (whether contained in the application of this policy or otherwise obtained) is provided and may be held, used and disclosed by the Company to individuals/organisations associated with the Company or any selected third party (within or outside of Hong Kong) for the purposes of processing this policy and providing subsequent services for this and other financial products and services, direct marketing, and data matching, and to communicate with the insured for such purposes. The Company may be unable to provide services to this policy if the insured fail to provide any information requested.

#### 19. Sanction Clause

**It is hereby noted and agreed that notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Company.**

### 24 HOUR HOME EMERGENCY ASSISTANCE REFERRAL SERVICES

The Company has arranged 24 Hour Home Emergency Assistance Referral Program through Inter Partner Assistance Hong Kong Limited ("IPA") to assist the Insured in respect of the following services: -

- |                                    |  |
|------------------------------------|--|
| (a) locksmith assistance referral  | (d) house call/dental referral               |
| (b) plumbing assistance referral   | (e) baby-sitting/nursing assistance referral |
| (c) electrical assistance referral | (f) pest control/cleaning services referral  |

The Insured can access the above services by phoning the following phone number:

**IPA Alarm Centre 24 Hour Hotline 2851 1990**

and quote the Insured's name, policy number, telephone number and the location of Insured Premises.

All costs incurred in using the above IPA services will be at the Insured's own expense. The use of the above services arranged by IPA is at the Insured's own accord. The Company is not liable for any loss arising from the use of such services or their availability.

**- END OF HOME COMPREHENSIVE INSURANCE POLICY -**

## OPTIONAL COVER - DOMESTIC HELPER COMPREHENSIVE INSURANCE POLICY

It is understood and agreed that this cover shall be applicable only if it is elected by the proposer and shown as being operative in the policy schedule, otherwise this optional cover shall be null and of no effect.

### DOMESTIC HELPER COMPREHENSIVE INSURANCE POLICY

(THIS INSURANCE IS ONLY APPLICABLE TO OVERSEA DOMESTIC HELPER)

**Please read this Policy carefully upon receipt and promptly request the Company for necessary amendments**

**WHEREAS** the Insured named in the Schedule, by a Proposal and Declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance, the Company hereby agrees to provide insurance to the extent of and subject to the terms, exclusions and conditions contained in or endorsed on this policy during the Period of Insurance and providing that the liability of the Company shall not exceed the limits expressed in this schedule of benefits.

This Policy, the Proposal Form, Declaration, Schedule and any subsequent Endorsements shall be read together as the entire contract and unless specifically stated to the contrary any word or expression to which specific meaning has been given shall have such specific meaning wherever it may appear.

#### DEFINITIONS OF TERMS USED THROUGHOUT THE POLICY

1. **"Company"** means "CHINA BOCOM INSURANCE CO., LTD."
2. **"Insured"** means the person named in the Schedule who is the legal employer of the Insured Person.
3. **"Insured Person"** means the Oversea Domestic Helper named in the Schedule who is legally employed by the Insured whose duties are in relation or incidental to the Household chores and who is eligible for and covered by the insurance provided in this policy.
4. **"Oversea Domestic Helper"** means Domestic Helper under an Employment Contract as governed by the Immigration Ordinance (chapter 115).
5. **"Period of Insurance"** means the period specified in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium. For policy effected on the basis of 24 month's cover, the Period of Insurance where applied to the Limits of Indemnity as specified against each Section of Coverage in the Schedule hereof is construed to be twelve calendar months counting from the date of inception of this policy or day immediately after expiry of the said twelve months as far as applicable. For Period of Insurance other than the ones provided above, the Limits of Indemnity under Sections 2, 3, 4, 5, 6 and 7 of Coverage in the Schedule of benefits shall be proportionately adjusted on a pro-rata time basis.
6. **"Legally Qualified and Registered Medical Practitioner or Dentist"** means any person other than the Insured legally authorized by the Government with jurisdiction in the geographical area of his/her practice to render medical, surgical, dental service.
7. 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.

#### PART I - COVERAGE

##### SECTION 1 - EMPLOYEES' COMPENSATION INSURANCE

In the event that the Insured Person 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 as domestic helper, the Company shall 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 claimants 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 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 OF TERMS USED THROUGHOUT SECTION 1 – EMPLOYEES' COMPENSATION INSURANCE

1. **"Accident"** means an accident or a series of accidents arising out of one event.
2. **"Disease"** means a disease contracted by the Insured Person due to the nature of his/her employment with the Insured.
3. **"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.
4. **"Employee"** means the Insured Person named in the Schedule who is legally employed by the Insured whose duties are in relation or incidental to the Household chores and has the same meaning as assigned to that expression in the Ordinance.
5. **"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).
6. **"The Ordinance"** means the Employees Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
7. **"Pneumoconiosis"** has the same meaning as assigned to that expression in the Pneumoconiosis (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).
8. **"The Policy"** means the Section 1 - Employees Compensation Insurance Policy in 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.
9. **"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.

##### POLICY LIMIT OF INDEMNITY UNDER SECTION I

- (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 of benefits of benefits as Policy Limit of Indemnity
- (b) In relation to any liability of the Insured in respect of a Disease contracted by the Insured Person due to the nature of his/her 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 Insured Person's employment to which such Disease was due first affected the Insured Person; 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 Insured Person's period of employment falling within the Period of Insurance of this Policy bears to the total period of his/her 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) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the 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.

#### **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 UNDER SECTION I**

- (a) 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 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 UNDER SECTION I**

- (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 writ 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 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
  - (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) **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.
- (e) **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 UNDER SECTION I**

- (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 of benefits of benefits.
- (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 Insureds 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) **GTFC 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 :
  - (i) 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");
- (ii) the Company will only be required to make payment after it has received from the Government (1) an approval letter confirming that the Company should settle the claim and (2) payment under the Facility Agreement; and
  - (iii) 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.

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.

In the event any part of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. Words and phrases in this Endorsement shall have the same meaning as in the Policy.

## **SECTION 2 – 24 HOURS PERSONAL ACCIDENT INSURANCE**

This Policy will insure the Insured Person in respect of the following events as per the percentage of the Principal Sum stated under the Schedule of benefits of this Policy, in accordance with the defined Injury, resulting in:

1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent Total Loss of Sight of Both Eyes	100%
4. Permanent Total Loss of Sight of One Eye	50%
5. Loss of or the Permanent Total Loss of Use of Two Limbs	100%
6. Loss of or the Permanent Total Loss of Use of One Limb	50%

### **Provided always that**

- (a) No compensation shall be payable for more than one of the greatest losses provided in the Compensation Table in respect of the same Injury.
- (b) After the occurrence of any one of the Events 2 to 6 as stated in this Section save for the liability already incurred hereunder there shall be no further liability under this Section of the same Insured Person for injury sustained thereafter.
- (c) The total liability of the Company in respect of any claim or claims accumulated for any one accident and in aggregate for any one period of insurance shall not exceed the total amount of Principal Sum Insured as stated in the Schedule of benefits of this Policy.

## **DEFINITIONS OF TERMS USED THROUGHOUT SECTION 2 – 24 HOURS PERSONAL ACCIDENT INSURANCE**

- 1. **"Injury"** shall mean bodily injury which is sustained by the Insured Person during the Period of Insurance and is caused by an accident, solely and independently of any other cause where death or disablement of the Insured Person result within twelve (12) calendar months from the date of such accident.
- 2. **"Permanent Total Disablement"** When as the result of Injury and commencing within twelve (12) calendar months from the date of the accident the Insured Person is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he/she is reasonably qualified by reason of his/her education, training or experience, or if he/she has no business or occupation from attending to any duties which would normally be carried out by him/her in his/her daily life, the Company will pay, provided such disability has continued for a period of twelve (12) consecutive months, the Permanent Total Disablement Benefit less any other amount paid or payable under this Policy as the result of the same accident. The disability must be total, continuous and permanent at the end of the period.
- 3. **"Permanent"** shall mean lasting twelve (12) calendar months from the date of accident and at the expiry of that period being beyond hope of improvement.
- 4. **"Loss of Limb"** shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- 5. **"Loss of Sight of Eye"** shall mean the entire and irrecoverable Loss of Sight.
- 6. **"Loss of Use"** shall mean total functional disablement and is treated like the total loss of said limb or organ.

## **SECTION 3 - CLINICAL EXPENSES**

The Company will reimburse the Insured the actual clinical expenses incurred by the Insured Person occurring more than fifteen days after the Effective Date of this insurance including the cost for consultation, prescription of drugs and injection at the registered medical practitioner's office not exceeding the Limit of Indemnity stated under the Schedule of benefits of this Policy per visit and per each Period of Insurance, provided always that such expenses are reasonably and necessarily incurred from a legally qualified and registered medical practitioner in Hong Kong.

### **DEFINITIONS OF TERMS USED THROUGHOUT SECTION 3 – CLINICAL EXPENSES**

**"Clinical Expenses"** means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred by the Insured Person during the Period of Insurance for medical treatment and prescribed medical supplies received from a legally qualified and registered medical practitioner, but excluding the expenses incurred for treatment by bonesetter.

## **SECTION 4 - SURGICAL AND HOSPITALIZATION EXPENSES**

When the Insured Person as a result of illness occurring more than fifteen days after the Effective Date of this Policy, or as a result of injury is confined as resident patient in a licensed hospital in Hong Kong, on the recommendation of a legally qualified and registered medical practitioner, the Company will reimburse the Insured reasonably and necessarily medical expenses incurred by the Insured Person during Hospital Confinement subject to the following limits:

- (A) Daily room, Board and all other miscellaneous medical expenses incurred in the hospital up to the limit stated under the Schedule of benefits this Policy;
- (B) Surgical Fees up to the limit stated under the Schedule of benefits of this Policy;
- (C) Anesthesia Fees up to the limit stated under the Schedule of benefits of this Policy; and
- (D) Operation Theatre Charges up to the limit stated under the Schedule of benefits of this Policy.

**Provided always that** the Company's liability under this Section shall not exceed the total limit of indemnity stated under the Schedule of benefits of this Policy per each Period of Insurance

### **DEFINITIONS OF TERMS USED THROUGHOUT SECTION 4 – SURGICAL AND HOSPITALIZATION EXPENSES**

- 1. **"Confinement"** means confinement to hospital as a resident inpatient on the advice of and under the regular care and attendance of a duly qualified and registered medical practitioner.
- 2. **"Hospital"** means an establishment duly constituted and registered as a hospital for the care and treatment of sick or injured persons and which
  - a. has organized facilities for diagnosis, treatment and major surgery;
  - b. provides nursing services on 24 hours basis by registered graduate nurses;
  - c. is under the supervision of medical practitioner; and
  - d. is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
- 3. **"Medical Expenses"** means the actual reasonable and necessary medical expenses (after deduction of any sums recovered or recoverable from all other sources) paid to a duly qualified and registered medical practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, x-ray, hospital or nursing treatment.

## **SECTION 5 - DENTAL EXPENSES**

The Company will reimburse the Insured 70% of actual Dental Expenses (other than caused solely by accident, the indemnity should be up to 80% of Actual Expenses) reasonably and necessarily incurred by the Insured Person including the cost of oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of accident or dental diseases but not exceeding the limit stated under the Schedule of benefits of this Policy per each Period of Insurance provided that such expenses are reasonably and necessarily incurred from a legally and qualified registered dentist in Hong Kong. The Company shall not be responsible for any dental expenses incurred for routine dental



examination, scaling, polishing, cleaning, crowning, bridges, braces, dentures and all other dental services unless directly and solely caused by an accident.

#### **SECTION 6 - REPATRIATION EXPENSES**

The Company will indemnify the Insured for contractual liability to repatriate the Insured Person during the Period of Insurance and before the expiry of the Insured Person's term of employment, under the following circumstances and conditions:

- (1) in the event of the Insured Person being certified by a legally qualified and registered Medical Practitioner as being medically unfit to work and complete his/her term of the contract of employment with the Insured as a result of serious sickness occurring more than fifteen days after the Effective Date of this Policy or as a result of accidental injury. Such repatriation shall be on a scheduled flight (economy class) to the Insured Person's country of residence and shall include any transportation reasonably and necessarily incurred for ambulance transfer to and from the airport, provided always that the total repatriation costs incurred do not exceed the limits stated under the Schedule of benefits of this Policy. "Medically Unfit" means the injury or sickness which prevents the Insured Person from performing the duties he/she was hired for, as certified by a legally qualified and registered Medical Practitioner. The Company shall have a right to appoint another Medical Practitioner at its own discretion and the decision of the Company's appointed Medical Practitioner will be final and binding.
- (2) in the event of Insured Person's death, the actual reasonably and necessarily incurred cost of returning the remains of the Insured Person's body to his/her country of residence not exceeding the limit stated under the Schedule of benefits of this Policy.

#### **SECTION 7 - REPLACEMENT EXPENSES**

The Company will reimburse the Insured for the expenses reasonably and necessarily incurred during the Period of Insurance in respect of the actual cost of replacing the Insured Person in the event that :

- (1) the Insured Person is repatriated or returned the Insured Person's mortal remains to his/her country of residence and a valid claim is payable under Section 6 - Repatriation Expenses of this Policy; and
- (2) the Insured person is medically unfit to work as certified by a legally qualified and registered medical practitioner in Hong Kong and the contract of services has been terminated

**Provided always that** the Company's liability under this Section shall not exceed the limit of indemnity stated in the Schedule of benefits of this Policy per each Period of Insurance.

#### **SECTION 8 - TEMPORARY HELPER EXPENSES**

The Company will reimburse the Insured for the expenses reasonably and necessarily incurred during the Period of Insurance in respect of the actual cost of employing a temporary helper in the event that the Insured Person is hospitalized as a resident. The reimbursement for Temporary Helper Expenses is commencing from the 5th day of the Insured Person's hospital confinement.

**Provided always that** the Company's liability under this Section shall not exceed the limit per day and the total limit of indemnity stated in the Schedule of benefits of this Policy per each Period of Insurance.

#### **PART II – EXCLUSIONS**

The Company shall not be liable for any claim which arises directly or indirectly, wholly or partly from:

##### **EXCLUSIONS APPLICABLE TO ALL SECTIONS**

- 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;
- 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;

##### **EXCLUSIONS APPLICABLE TO SECTION 1 ONLY**

- 3 the Insured's liability to employees of contractors to the Insured.
- 4 any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 5 any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- 6 any liability arising from Pneumoconiosis or Noise-Induced Deafness.
- 7 any injury by accident or disease sustained outside Hong Kong.
- 8 the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance.
- 9 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.
- 10 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.
- 11 all losses and/or claims related to asbestos;
- 12 all losses and/or claims related to Electro-Magnetic fields.

##### **EXCLUSIONS APPLICABLE TO SECTION 2 TO 8 ONLY**

##### **13. TERRORISM EXCLUSION CLAUSE**

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

For the purpose of this exclusion 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 exclusion also excludes loss, damage, 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 any act of terrorism.

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

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

##### **14. TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES**

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of biological or chemical contamination Missiles, bombs, grenades, explosives due to 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 organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

- 15 strike, riot or civil commotion.

- 16 self-destruction or intentionally self-inflicted injury or suicide or any attempt thereof while sane or insane.
- 17 any violation or attempted violation of the law or resistance to arrest.
- 18 pregnancy whether resulting in childbirth or otherwise, miscarriage, abortion or disease arising out of or resulting therefrom, birth control.
- 19 intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with addiction to drugs or alcohol.
- 20 acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), or any opportunistic infections and/or malignant neoplasm (tumour) found in the presence of HIV, AIDS or ARC.
- 21 pre-existing injury sickness or disease of the Insured Person prior to inception of this insurance.
- 22 any injury, sickness, accident or event occurring and/or medical treatment or surgery received outside the territorial limits of Hong Kong.
- 23 the Insured Person engaging in or taking part in driving or riding in any kind of racing, climbing or mountaineering requiring ropes or guides, pot-holing, caving, parachuting, bungee-jump, motorcycling, hunting, fighting, flying, any professional sport activities, water ski or any winter sports, diving and any under water activities.
- 24 the Insured Person engaging in air travel, except as a passenger in a properly licensed aircraft operated by a licensed commercial passenger airline on a regular scheduled passenger trip over its established passenger route.
- 25 rest cure, medical or physical check-up; gingivitis, eye refractions, fitting of glasses, hearing aids.
- 26 nervous or mental disease or disorder, venereal disease, congenital anomalies, circumcision, infertility or sterilization, heart disease or cancer
- 27 cosmetic or plastic surgery unless to correct an injury covered by this Policy.
- 28 X-ray therapy, radium therapy, radium and isotopes.
- 29 special nursing care, services of pathologists, physiotherapists, special nursing services or their board.
- 30 expenses incurred for treatment of injury after 180 days from the date of accident.
- 31 vaccinations, immunization, injections or preventive medication.
- 32 x-ray, laboratory or any diagnostic test(s), ultra-sound, CT or any diagnostic scans, physiotherapy or the like therapy received, bonesetter, herbalist except as otherwise provided under this Policy.
- 33 the 2nd or afterward clinical visit within the same day.
- 34 any repatriation or transportation of mortal remains originating outside Hong Kong.
- 35 The Insured person suffering injury by kidnap and ransom.

### **PART III – GENERAL CONDITIONS**

#### **1. TERMS AND CONDITIONS**

Payment of any benefit under the policy is subject to the definitions, exclusions and all other terms and conditions of this policy. The due performance and observation of the terms and conditions of this policy by the Insured and the Insured Person shall be condition precedent to the liability of the Company to make payment under this policy.

#### **2. AGE LIMIT**

This Policy is only valid only for the Insured Person aged between 18 and 60 and shall not be renewable in respect of any Insured Person after the end of Period of Insurance during which the Insured Person has attained the age of 60.

#### **3. WAITING PERIOD**

A 15-days waiting period from the inception date of this insurance shall be applicable to Sections 3, 4, 5, 6, 7 & 8 of Part I – Coverage for the Insured Person. No benefits shall be payable under these Sections during the first fifteen (15) days from the effective date of this Policy unless the Insured has proven that a valid insurance covering the medical expenses of the Insured Person was being effected immediate before this Policy. In the event the Insured Person was replaced by another domestic helper during the policy period of insurance, this 15-days waiting period shall also apply to his/her successor from the effective date of such replacement.

#### **4. ALTERNATION IN RISK**

The Insured must notify the Company immediately or before renewal of the policy of any changes in health or work activities of the Insured Person which materially affect this insurance.

#### **5. PRECAUTIONS**

The Insured and the Insured Person must take all reasonable steps to prevent accidents or diseases and must comply with all applicable statutory obligations.

#### **6. FRAUD**

If any claim is made under this Policy wherein fraudulent means or devices shall be used to obtain compensation under this Policy the Company shall have no liability in respect of all claims whatsoever under this Policy.

#### **7. POLICY CANCELLATION**

This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the Premium shall be adjusted on the basis of the Company receiving or retaining the customary short term premium or minimum premium. The Policy may also be cancelled by the Company by seven (7) days' notice. This notice is to be posted by registered mail to the Insured at the address last notified to the Company. Proof of mailing shall be sufficient proof of notification. After the policy has been cancelled by the Company, the Premium shall be adjusted on the basis of the Company receiving or retaining pro-rata premium.

#### **8. CLAIMS PROCEDURES**

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately upon the Insured having knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.

#### **9. WRITTEN CONSENT OF THE COMPANY**

No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in its name the defence or settlement of any claim or to prosecute in its name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

#### **10. PROOF OF LOSS**

It is a condition precedent to any liability of the Company under this policy that the Insured shall at his/her own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's legal personal representative to have a post-mortem examination of the body. The death of the Insured Person shall be established by an official death certificate. Any claim arising from the death of the Insured Person shall be payable to the Insured Person's legal personal representative

#### **11. 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.

#### **12. 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.

#### **13. SUBROGATION**

If the Company shall make any payment or otherwise make good any loss applying under this Policy, it shall be subrogated to all the Insured's rights of recovery against

any other person or persons and the Insured shall complete, sign and deliver any documents necessary to secure such rights. The Insured shall not take any action following a loss to prejudice such rights of subrogation.

**14. JURISDICTION**

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.

**15. AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY**

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

**16. DATA PRIVACY**

It is hereby declared that as a condition precedent to the liability of the Company, the Insured and the Insured Person have agreed that any personal information collected or held by the Company is provided and may held, used and disclosed by the Company to individuals/organizations associated with the Company or any selected third party (within or outside Hong Kong) for the purpose of processing the application and providing subsequent services for this and other financial products and services, direct marketing, data matching, and to communication with the Insured for such purposes. The Insured and Insured Person have the right to obtain access to and to request correction of any personal information held by the Company concerning the Insured. Such request can be made to the Company Data Protection Officer at Company Address.

**17. Sanction Clause**

It is hereby noted and agreed that notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Company.

**Domestic Helper Comprehensive Insurance  
Schedule of Benefits**

Section	Coverage	Limit of Indemnity in HKD	
		Plan A	Plan B
1	<b>Employees' Compensation</b>		
	Limit per each occurrence	\$100,000,000	\$100,000,000
2	<b>24 Hours Personal Accident</b>		
	Limit per each period of insurance	Not Covered	\$150,000
3	<b>Clinical Expenses</b>		
	Limit per visit per day	Not Covered	\$150
	Limit per each period of insurance	Not Covered	\$3,000
4	<b>Surgical and Hospitalization Expenses</b>		
	Room & Board Daily Charges	Not Covered	\$300
	Surgical Fees per disability	Not Covered	\$10,000
	Anesthesia Fees per disability	Not Covered	\$2,500
	Operation Theatre Charges per disability	Not Covered	\$1,500
	Limit per each period of insurance	Not Covered	\$25,000
5	<b>Dental Expenses</b>		
	Limit per each period of insurance	Not Covered	\$1,500
	80% Reimbursement for Accidental Injury		
	70% Reimbursement for Sickness		
6	<b>Repatriation Expenses</b>		
	Limit for repatriation due to medically unfit to work	Not Covered	\$10,000
	Limit for repatriation of remains	Not Covered	\$20,000
7	<b>Replacement Expenses</b>		
	Limit for each period of insurance	Not Covered	\$5,000
8	<b>Temporary Helper Expenses</b>		
	Limit per day	Not Covered	\$200
	Limit per each period of insurance	Not Covered	\$5,000

- END OF DOMESTIC HELPER COMPREHENSIVE INSURANCE POLICY -