



中國交銀保險有限公司

CHINA BOCOM INSURANCE CO., LTD.

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ISO 9001 : 2000
Certificate No. 202608

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.

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 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 medial, 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 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.
- (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 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 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 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 this Policy;
- (B) Surgical Fees up to the limit stated under the Schedule of this Policy;
- (C) Anesthesia Fees up to the limit stated under the Schedule of this Policy; and

(D) Operation Theatre Charges up to the limit stated under the Schedule 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 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 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 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 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 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 :

- (1) hospitalized for at least 5 consecutive days;
- (2) death; or
- (3) 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

The indemnity payable under Item (1) of this section shall commence from the fifth 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 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

1. 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;
2. 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.

**Domestic Helper Comprehensive Insurance
Schedule of Benefits**

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

- END OF DOMESTIC HELPER COMPREHENSIVE INSURANCE POLICY -