

## MAIDSURE DOMESTIC HELPER INSURANCE PLAN

**IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.**

This **Policy** terms and conditions, the **Schedule** and any endorsement attached or to be attached thereon shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the **Schedule** shall bear such specific meaning wherever it may appear.

The **Proposal Form** and declaration made by the **Insured** shall form the basis of this **Policy** and are deemed to be incorporated herein as part of this **Policy**.

In consideration of the **Insured** has applied to Dah Sing Insurance Company (1976) Limited for the insurance hereinafter contained and on the condition that the **Insured** has paid or agreed to pay the premium as specified for such insurance and on condition that at the time of effecting this **Policy** the information provided in the **Proposal Form** and declaration is true and correct, the **Company** will pay the benefits subject to the definitions of words, exclusions, limitations and terms and conditions contained herein, endorsed hereon, or attached hereto.

### PART 1 – SUMMARY OF BENEFITS

Coverage		Maximum Benefits (HK\$)		
		Standard Plan	Comprehensive Plan	Employees' Compensation Plan
<b>Section (1)</b>	<b>Employer's Liability</b> Maximum limit per event	100,000,000 per event	100,000,000 per event	100,000,000 per event
<b>Section (2)</b>	<b>Clinical Expenses</b> Maximum limit per <b>Policy Year</b>	2,000 per <b>Policy Year</b>	4,500 per <b>Policy Year</b>	Not applicable
<b>2.1</b>	<b>Medical Practitioner</b> Maximum limit per visit per day	100 per visit per day	150 per visit per day	
<b>2.2</b>	<b>Bonesetter or Physiotherapist</b> Maximum limit per visit per day Maximum limit per <b>Policy Year</b>	100 per visit per day 500 per <b>Policy Year</b>	100 per visit per day 500 per <b>Policy Year</b>	
<b>Section (3)</b>	<b>Surgical and Hospitalisation Expenses</b> Maximum limit per <b>Policy Year</b>	30,000 per <b>Policy Year</b>	30,000 per <b>Policy Year</b>	
<b>3.1</b>	<b>Room and Board limit per day</b>	300 per day	300 per day	
<b>3.2</b>	<b>Hospital Miscellaneous Services per Hospital Confinement</b>	10,000 per event	10,000 per event	
<b>3.3</b>	<b>Surgery (including Day Patient surgery or day case procedure)</b>	10,000 per surgery	10,000 per surgery	
<b>3.4</b>	<b>Anesthetist fee</b>	2,500 per surgery	2,500 per surgery	
<b>3.5</b>	<b>Operating theatre fee</b>	1,250 per surgery	1,250 per surgery	
<b>Section (4)</b>	<b>Dental Expenses</b> Maximum limit per <b>Policy Year</b> Maximum limit per visit per day	1,500 per <b>Policy Year</b> 500 per visit per day	1,500 per <b>Policy Year</b> 500 per visit per day	
<b>Section (5)</b>	<b>Repatriation Expenses</b> Maximum limit per <b>Policy Year</b>	20,000 per <b>Policy Year</b>	20,000 per <b>Policy Year</b>	
<b>Section (6)</b>	<b>Service Interruption</b> Maximum limit per <b>Policy Year</b> Maximum limit per each <b>Day of Hospital Confinement</b>	Not applicable Not applicable	6,000 per <b>Policy Year</b> 200 per day	
<b>Section (7)</b>	<b>Fidelity Guarantee</b> Maximum limit per <b>Policy Year</b> Maximum limit for unauthorised long distance calls per <b>Policy Year</b>	Not applicable Not applicable	10,000 per <b>Policy Year</b> 3,000 per <b>Policy Year</b>	
<b>Section (8)</b>	<b>Domestic Helper Replacement Expenses</b> Maximum limit per <b>Policy Year</b>	Not applicable	5,000 per <b>Policy Year</b>	
<b>Section (9)</b>	<b>Lock Replacement Expenses</b> Maximum limit per <b>Policy Year</b>	Not applicable	500 per <b>Policy Year</b>	
<b>Section (10)</b>	<b>Medical Expenses for Abuse of the Insured or Family Members</b> Maximum limit per <b>Policy Year</b>	Not applicable	5,000 per <b>Policy Year</b>	
<b>Section (11)</b>	<b>Personal Liability</b> Maximum limit per <b>Policy Year</b>	Not applicable	100,000 per <b>Policy Year</b>	
<b>Section (12)</b>	<b>Personal Accident</b> Maximum limit per <b>Policy Year</b>	Not applicable	100,000 per <b>Policy Year</b>	

## PART 2 – DEFINITIONS OF WORDS

Certain words or phrases will have special meanings throughout this **Policy**. They are defined as below and will be presented as bold letters in this document.

1. “**Accident**”/“**Accidental**” means a sudden, unforeseen, unexpected event which cause a **Bodily Injury to Insured Person** during **Period of Insurance**.
2. “**Bodily Injury**”/“**Injury**” means
  - (a) injury to the **Insured Person** on any part of his/her body sustained during the **Period of Insurance** and resulting solely by and directly from an **Accident** and independently of any other causes; and
  - (b) caused by violent, external and visible means.
3. “**Company**”/“**Us**”/“**We**”/“**Our**” means Dah Sing Insurance Company (1976) Limited.
4. “**Day of Hospital Confinement**” means a day, during which the **Insured Person** is admitted in a **Hospital** and registered as a **Resident Inpatient** and continuously stay in a **Hospital** for receiving regular care and attendance of a **Physician** for the purpose of treatment of **Bodily Injury** or **Sickness** sustained by the **Insured Person**. **Hospital Confinement** shall be evidenced by a daily room and board charge invoiced by the **Hospital**. **Hospital Confinement** shall be construed accordingly.
5. “**Day Patient**” means a patient who is admitted to a day patient unit of a **Hospital** or as outpatient for the purpose of undergoing a surgical procedure, but does not require an overnight stay.
6. “**Disease**” means a disease contracted by an employee of the **Insured** as a result of his/her exposure to the nature of his/her employment with the **Insured**.
7. “**Family Members**” means relatives of the **Insured** who reside with the **Insured** permanently in the same premises at the pace of employment as stated in the **Schedule**.
8. “**Geographical Area**” means
  - (a) Worldwide under “Section (1) Employer’s Liability” only;
  - (b) Hong Kong Special Administrative Region under all other Sections unless otherwise specified.
9. “**Hong Kong**” means Hong Kong Special Administrative Region of the People’s Republic of China.
10. “**Hospital**” means an institution that:
  - (a) is legally licensed as a hospital in accordance with the applicable laws of the jurisdiction in which it is located; and
  - (b) operates primarily engaged in providing services of admission, medical care and treatment of sick or injured person as a **Resident Inpatient** basis; and
  - (c) has 24-hour nursing service by registered nurses; and
  - (d) has licensed physicians available at all times; and
  - (e) provides and maintains well equipped and organised facilities for diagnosis and medical surgeries; and
  - (f) Hospital does not include the following:
    - (i) a mental institution, an institution operating primarily for the treatment of psychiatric or psychological disease, and the psychiatric department of a hospital;
    - (ii) a place for the aged, a rest home, a place or similar facility for drug addicts or alcoholics;
    - (iii) a health hydro or nature-cure clinic; or
    - (iv) a nursing or convalescent home or a place for rest, rehabilitation or a place primarily for extended care facility.
11. “**Insured Person**” means the domestic helper or any helper under the defined insured category or the insurance category subsequent endorsed and accepted by **Us**, named in the **Schedule** who is legally employed by the **Insured** and who is eligible for and covered by the insurance provided in this **Policy**.
12. “**Physician**”/“**Medical Practitioner**” means a medical practitioner, who is qualified with a degree in western medicine and is legally licensed and registered medical practitioner with the applicable medical council of a country of his/her practice to render in medical or surgical services, but excluding a Physician who is the **Insured Person** or any relative of the **Insured Person** unless approved by the **Company**.
13. “**Period of Insurance**”/“**Policy Period**” 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.
14. “**Policy**” means all this policy terms and conditions, the **Schedule** and any endorsements attached or to be attached hereto shall be read together as one contract.
15. “**Policy Year**” means each continuous twelve (12) month period of insurance under this **Policy**, the first on which starts on the first effective date of this **Policy** and thereafter on the same date in each consecutive year.
16. “**Sickness**” means impairment of normal physiological function which affects part or all of the **Insured Person**. Such sickness contracted or suffered by the **Insured Person** must commence during the insurance period and result, directly and independently of all other such causes.
17. “**Insured**”/“**You**”/“**Your**”/“**Yours**” means the person who owns this **Policy** and is referred to as such in the **Schedule**, is the legal employer of the **Insured Person**/domestic helper.
18. “**The Ordinance**” means *Employees’ Compensation Ordinance* (Chapter 282 of the Laws of Hong Kong).
19. “**The Schedule**” means the schedule attached to and incorporated in this **Policy** of Insurance.
20. “**Waiting Period**” means the duration from the policy effective date which no claim is payable. Ninety (90) days waiting period applies for loss in relation to cancer, heart diseases and fourteen (14) days waiting period applies for other loss except loss in respect of an **Accident**.

## PART 3 – DESCRIPTION OF COVER

Subject to the terms, conditions, provisions and exclusions of this **Policy**, and while this **Policy** is in force, **We** agree to pay the following benefits for the insured event occurs during the **Period of Insurance**:

### SECTION (1) EMPLOYER’S LIABILITY

If any **Insured Person** in the **Insured**’s immediate employ shall sustain **Bodily Injury** or death by **Accident** occurring or **Disease** contracted during the **Period of Insurance** within the **Geographical Area** and arising out of and in the course of her employment by the **Insured**, the **Company** will indemnify the **Insured** against his legal liability in respect of such **Bodily Injury** or death by **Accident** or **Disease** under the **Ordinance** and independently of the **Ordinance** to pay compensation and damages and claimant’s costs and expenses and also indemnify the **Insured** against costs and expenses incurred by or on behalf of the **Insured** with the **Company**’s written consent in connection therewith.

Provided that in the event of any change to the **Ordinance** during or subsequent to the **Period of Insurance** altering the 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.

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 fulfil and be subject to the terms of this **Policy** in as far as they can apply.

### Policy Limit of Indemnity

- (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 subject to the maximum limit per event as stated in Section (1) of Part I - Summary of Benefits irrespective of the number of **Insured Persons** who may sustain **Bodily Injury** or death consequent on or attributable to the same occurrence of **Accident** or **Disease**.
- (b) In relation to any liability of the **Insured** in respect of a **Disease** contracted by an **Insured Person** due to the nature of her employment with the **Insured** which nature of employment applies during a period that extends over more than one policy:

- (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** with the **Company's** written consent 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** with the **Company's** consent 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 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 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.

#### **Terrorism Clause**

Notwithstanding any provision to the contrary in this **Policy** or any endorsement thereto it is hereby agreed that in respect of any **Bodily Injury** or death by **Accident** or **Disease** ("the **Loss**") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the **Loss**:

- (a) the **Policy** limit of indemnity shall be such amount which the **Company** actually receives from the Government of the **Hong Kong** Special Administrative Region of the People's Republic of China ("the **Government**") pursuant to an Agreement for Provision of Facility dated 17<sup>th</sup> April 2002 between the **Government** and the **Company** under which the **Government** agreed to make available to the **Company** and other direct insurance companies authorised 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 **Bodily Injury** arising out of an event of terrorism ("the **Facility Agreement**");
- (b) the **Company** will only be required to make payment after it has received from the **Government** (i) an approval letter confirming that the **Company** should settle the claim and (ii) payment under the **Facility Agreement**; and
- (c) for the avoidance of doubt, the **Company** shall have no obligation to make payment if for whatever reason it does not receive payment from the **Government** under the **Facility Agreement**, whether or not due to the **Government's** contention that the **Loss** does not fall within the scope of the **Facility Agreement** or the **Company's** breach of the **Facility Agreement** or the **Loss** does fall within the Exceptions or any other conditions leading to no payment for the **Loss** of the **Facility Agreement**, or the **Facility Agreement** ceases in the event that the remaining balance under the Facility is exhausted or the termination of the **Facility Agreement** by the **Government**.

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 organisation 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 Terrorism Clause, the burden of proving the contrary shall be upon the **Insured**.

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

Words and phrases in this Terrorism Clause shall have the same meaning as in the **Policy**.

#### **Exclusions applicable to Section (1)**

**We shall not liable for any benefit under this Policy in respect of:**

1. any liability of the **Insured** which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
2. any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party;
3. any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness ("Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to that expression in the *Pneumoconiosis and Mesothelioma (Compensation) Ordinance* (Chapter 360 of the Laws of Hong Kong) and "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);
4. the **Insured's** liability to any person who is not an employee of the **Insured** within the meaning of the **Ordinance**;
5. 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**;
6. any bodily 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.

#### **SECTION (2): CLINICAL EXPENSES**

If the **Insured Person** requires medical treatment from a clinic within the **Geographical Area** for **Bodily Injury** or **Sickness**, the **Company** will pay the actual, necessary and reasonable expenses incurred:

1. subject to the maximum limit per visit per day as stated in Section 2.1 of Part I - Summary of Benefits where treatment is received from a **Medical Practitioner**;
2. subject to the maximum limit per visit per day and the maximum limit per **Policy Year** as stated in Section 2.2 of Part I - Summary of Benefits where treatment is received from a licensed or registered bonesetter or physiotherapist;
3. under any circumstances, the aggregate amount of payment shall not exceed the maximum limit per **Policy Year** as stated in Section (2) of Part I - Summary of Benefits.

Provision:

1. **Waiting Period** is applicable to this Section.
2. If such medical expenses shall be reimbursed by another party or under another insurance plan, **We** shall only be liable for the difference between such reimbursement and the total amount of medical expenses which would otherwise be payable under this **Policy**.

#### **SECTION (3): SURGICAL AND HOSPITALISATION EXPENSES**

If the **Insured Person** sustains **Bodily Injury** from an **Accident** or suffers **Sickness**, upon the recommendation of **Medical Practitioner**, confine in **Hospital** for medically necessary treatment and undergoes medically necessary operation and procedures within the **Geographical Area**, the **Company** will pay the actual, necessary, reasonable and customary expenses incurred under the following categories:

##### **3.1 Room and board limit per day**

refers to the actual charges for room and board while **Insured Person** as a resident inpatient in **Hospital**, is subject to the maximum limit per day as stated in Section 3.1 of Part I - Summary of Benefits.

##### **3.2 Hospital miscellaneous services per Hospital Confinement**

which refers to inpatient hospital services expenses incurred while **Insured Person** as a resident inpatient in **Hospital**, is subject to the maximum limit per event as stated in Section 3.2 of Part I - Summary of Benefits.

##### **3.3 Surgery (including Day Patient surgery or day case procedure)**

which refers to the fees charged by the **Medical Practitioner** in performing the surgical procedures for the **Insured Person** while (i) **Insured Person** as a resident inpatient in **Hospital** or (ii) as a **Day Patient** or (iii) undergo a day case procedure in the clinic of the **Medical Practitioner**, is subject to the maximum limit per surgery as stated in Section 3.3 of Part I - Summary of Benefits.



### 3.4 Anesthetist fee

which refers to the charges for the services of Anesthetist in relation to the surgical procedures, is subject to the maximum limit per surgery as stated in Section 3.4 of Part I - Summary of Benefits provided that the Surgery expenses is payable as stated in item 3.3 under this Section (3).

### 3.5 Operation theatre fee

which refers to the charges for the services of operation room, consumables and equipment used in relation to the surgical procedures, is subject to the maximum limit per surgery as stated in Section 3.5 of Part I - Summary of Benefits provided that the Surgery expenses is payable as stated in item 3.3 under this Section (3).

under any circumstances, the aggregate amount of payment shall not exceed the maximum limit per **Policy Year** as stated in Section (3) of Part I - Summary of Benefits.

Provision:

1. **Waiting Period** is applicable to this Section.
2. If such medical expenses shall be reimbursed by another party or under another insurance plan, **We** shall only be liable for the difference between such reimbursement and the total amount of medical expenses which would otherwise be payable under this **Policy**.

#### **Exclusions applicable to Section (2) and Section (3)**

**We shall not liable for any benefit under this Policy in respect of the Bodily Injury or Sickness is directly or indirectly caused by or in relation to or consequent upon any one of the following:**

1. nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility or sterilisation;
2. rest cure or physical check-ups;
3. cosmetic or plastic surgery unless to correct an injury for which this **Policy** covers; any optional surgery elected by the **Insured Person** which is not for the treatment of a **Sickness** or **Bodily Injury**;
4. vaccinations, immunisation, injections or preventive medication.

#### **SECTION (4): DENTAL EXPENSES**

If the **Insured Person** requires treatment as a result of dental disease and incurs reasonable expenses on oral surgery, treatment of abscesses, X-rays, extractions or fillings within the **Geographical Area**, the **Company** will pay the actual, necessary and reasonable expenses incurred up to the maximum limit per visit per day and the maximum limit per **Policy Year** as stated in Section (4) of Part I - Summary of Benefits, provided that such treatment is received from a legally qualified and registered dentist.

Provision:

1. **Waiting Period** is applicable to this Section.
2. If such medical expenses shall be reimbursed by another party or under another insurance plan, **We** shall only be liable for the difference between such reimbursement and the total amount of medical expenses which would otherwise be payable under this **Policy**.

#### **Exclusions applicable to Section (4)**

**We shall not liable for any benefit directly or indirectly caused by or in relation to any one of the following:**

1. any routine examination, scaling, polishing or cleaning and crowning;
2. use of any bridges, braces and dentures.

#### **SECTION (5): REPATRIATION EXPENSES**

If the **Insured Person** suffers serious **Bodily Injury** or serious **Sickness** within the **Geographical Area** and has been certified to be medically unfit to continue employment with the **Insured**, the **Company** will pay the actual, necessary and reasonable expenses incurred in repatriating the **Insured Person** to her home country.

In case of death of the **Insured Person**, the **Company** will pay for the costs of repatriation of mortal remains.

The maximum amount payable under this Section is the maximum limit per **Policy Year** as stated in Section (5) of Part I - Summary of Benefits.

Provision:

**Waiting Period** is applicable to this Section.

#### **Exclusion applicable to Section (5)**

**We shall not liable for any benefit directly or indirectly caused by or in relation to the following:**

**The Company** shall not be liable in respect of any repatriation or transportation of mortal remains originating from outside **Hong Kong** unless benefit under Section (1) is also payable.

#### **SECTION (6): SERVICE INTERRUPTION**

If the **Insured Person** is confined in a **Hospital** within the **Geographical Area** as an in-patient for over twenty four (24) hours for surgery or treatment of **Bodily Injury** or **Sickness** causing loss or interruption of service to the **Insured**, the **Company** will pay the **Insured** for each **Day of Hospital Confinement** of the **Insured Person** subject to the maximum limit per each **Day of Hospital Confinement** and the maximum limit per **Policy Year** as stated in Section (6) of Part I - Summary of Benefits.

Provision:

**Waiting Period** is applicable to this Section.

#### **Exclusions applicable to Section (6)**

**We shall not liable for any benefit directly or indirectly caused by or in relation to any one of the following:**

1. nervous or mental Disease or disorder, venereal disease, congenital anomalies and deformities, infertility or sterilisation;
2. rest cure or physical check-ups;
3. cosmetic or plastic surgery unless to correct an injury which this **Policy** covers; any optional surgery elected by the **Insured Person** which is not for the treatment of a **Sickness** or **Bodily Injury**;
4. vaccinations, immunisation, injections or preventive medication.

#### **SECTION (7): FIDELITY GUARANTEE**

If the **Insured** and/or any **Family Member** suffer pecuniary loss directly resulting from the act of fraud or dishonesty committed by the **Insured Person**, **We** shall pay for the loss of

- (a) unauthorised telephone calls, subject to the maximum limit per **Policy Year** as stated in Section (7) of Part I - Summary of Benefits
- (b) other pecuniary loss not mentioned in (a)

under any circumstances, the aggregate amount of payment shall not exceed the maximum amount payable under this Section is the maximum limit per **Policy Year** as stated in Section (7) of Part I - Summary of Benefits.

Provided that:

1. the act of fraud or dishonesty must be committed during the **Period of Insurance**;
2. the act of fraud or dishonesty must be discovered during the **Period of Insurance** or within thirty (30) days after the **Policy** expiry or within thirty (30) days after death, dismissal or expiry of the employment contract of the **Insured Person**, whichever is the sooner;
3. moneys due by the **Insured** and/or the **Family Member** to the **Insured Person** shall be deducted from any amount otherwise payable under this Benefit;
4. discovery of any act of fraud or dishonesty must be reported to the **Hong Kong** Police within twenty four (24) hours;

5. it is the duty of the **Insured** and/or the **Family Member** to prove that his/her pecuniary loss is a direct result of the act of fraud or dishonesty committed by the **Insured Person**.

#### SECTION (8): DOMESTIC HELPER REPLACEMENT EXPENSES

If the **Insured Person** is repatriated or her mortal remains is returned to her home country due to serious **Bodily Injury, Disease/Sickness** or death and a valid claim is payable under Section (5) - Repatriation Expenses, **We** will pay the actual, necessary, reasonable and irrecoverable administrative expenses (except salary) incurred by the **Insured** in hiring a replacement domestic helper.

The maximum amount payable under this Section is the maximum limit per **Policy Year** as stated in Section (8) of Part I - Summary of Benefits.

#### SECTION (9): LOCK REPLACEMENT EXPENSES

If termination of employment contract with the **Insured Person** during the **Period of Insurance** due to:

- serious **Sickness** or **Bodily Injury** or death of the **Insured Person** resulting in repatriation and a valid claim is payable under Section 5-Repatriation Expenses; or
- discovery of any act of fraud or dishonesty committed by the **Insured Person** and a valid claim is payable under Section (7) - Fidelity Guarantee,

**We** will pay the actual, necessary, reasonable and irrecoverable the **Insured** incurs the expenses for the replacement and installation of main door lock or metal gate lock, subject to the maximum limit per **Policy Year** as stated in Section (9) of Part I - Summary of Benefits.

Provided that:

- the replacement and installation of the said lock must be undertaken within seven (7) days after the termination of the employment contract; and
- sufficient supporting documents for the termination of employment contract to the satisfaction of the **Company** must be rendered; and
- medical report for (a) or police report for (b) must be provided to the **Company**.

#### SECTION (10): MEDICAL EXPENSES COVER FOR ABUSE OF THE INSURED OR FAMILY MEMBERS

If the **Insured** and/or any **Family Member** sustains **Bodily Injury** caused by intentional malicious act of the **Insured Person** in **Hong Kong**, **We** will pay the actual, necessary and reasonable medical expenses incurred by the **Insured** and/or the **Family Member**, provided that the incident is reported to the **Hong Kong** Police and a medical report is filed.

The maximum amount payable under this Section is the maximum limit per **Policy Year** as stated in Section (10) of Part I - Summary of Benefits.

#### SECTION (11): PERSONAL LIABILITY

If the **Insured Person** shall become legally liable to pay compensation for:

- accidental death, bodily injury or illness of any person other than the **Insured** or **Family Member**;
- accidental loss of or damage to any third party property other than the property of the **Insured** or **Family Member**.

occurring in the course of his or her employment in **Hong Kong** and during the **Period of Insurance** arising from his or her negligence.

**We** will indemnify the **Insured** in respect of all sums payable including all costs and expenses of litigation to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributed to one source or original cause, subject to the maximum amount payable under this Section is the maximum limit per **Policy Year** as stated in Section (11) of Part I - Summary of Benefits.

#### SECTION (12): PERSONAL ACCIDENT COVER

If the **Insured Person** sustains **Bodily Injury** within the **Geographical Area** during his or her rest days and such **Bodily Injury** is not covered by the **Ordinance** resulting in **Accidental** death or permanent disablement occurring within twelve (12) months from the date of such **Accident**, the following compensation shall be payable to the **Insured Person** or, in the case of death, to his legal personal representative:

Coverage	Maximum limit (HK\$)
Accidental death or total permanent disablement	100,000
Loss of or permanent total loss of use of two or more limbs	100,000
Loss of sight of both eyes	100,000
Loss of or permanent total loss of use of one limb and loss of sight of one eye	100,000
Loss of or permanent total loss of use of one limb	50,000
Loss of sight of one eye	50,000

**Loss of limb** shall mean physical severance of a hand or foot at or above the wrist or ankle or an arm or leg at or above the elbow or knee.

**Loss of sight** shall mean entire and irrecoverable loss of all sight.

The maximum amount payable under this Section is the maximum limit per **Policy Year** as stated in Section (12) of Part I - Summary of Benefits.

#### Exclusions applicable to Section (12)

**We shall not liable for any benefit directly or indirectly caused by or in relation to any one of the following:**

- Bodily injury** incurred in the course of performance of any duty of the employment of the **Insured Person**;
- the **Insured Person** engaging in or taking part in driving or riding in any kind of race or in any underwater activities involving the use of breathing apparatus.

### PART 4 – GENERAL EXCLUSIONS

**We shall not liable for any benefit under this Policy in respect of or is directly or indirectly caused by or in relation to or consequent upon any one of the following:**

- (a) 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
- (b) any act of terrorism including but not limited to:-
  - the use or threat of force, violence; and/or
  - harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents; by any persons or groups of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.
- any of the following occurrences, namely:
  - nationalisation commandeering or requisition by any lawfully constituted authority;
  - permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person; or
  - the destruction of property by order of any public authority.
- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exclusion "combustion" shall include any self-sustaining process of nuclear fission; or
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or

- (c) nuclear weapon material, any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. intentional self-inflicted injury or suicide (whether felonious or not) or any attempt threat while sane or insane.
  5. childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by **Accident**.
  6. intoxication by alcohol, narcotics or drugs not prescribed by a **Medical Practitioner** and treatment in connection with drugs or alcohol.
  7. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
  8. for the purpose of benefit under Sections (2), (3), (4) and (6), no benefit shall be payable for **Bodily Injury, Sickness or Disease** sustained prior to the inception of the **Insured Person's** insurance and resulting in the **Insured Person** having received medical treatment, diagnosis, consultation or prescribed drugs within three (3) consecutive months immediately before the inception of the **Insured Person's** insurance which **Bodily Injury, Sickness, or Disease** is hereinafter referred to as "**Pre-existing Condition**".
  9. existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.
  10. no benefit shall be payable under Section (2) to (12) if any **Insured Person** aged exceed sixty-six (66) years during the **Period of Insurance**.
  11. any loss with respect to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of any jurisdiction applicable to the **Company**.

### General provisions

#### For General Exclusions (1) and (2):

In any action, suit, or other proceeding where the **Company** alleges that by reason of Exclusion (1) or (2), any loss, destruction, damage, or expense is not covered by this insurance, the burden of proving that such loss, destruction, damage, or expense is covered shall be upon the **Insured**.

#### For General Exclusion (2):

The **Company** is not relieved of any liability to the **Insured** in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this **Policy**.

#### For General Exclusion (8):

For the purpose of benefit under Sections (2), (3), (4), and (6), if no medical treatment, diagnosis, consultation or prescribed drugs is received by the **Insured Person** on a **Pre-existing Condition** for a period of three (3) consecutive months after the inception of the **Insured Person's** insurance, benefits under Sections (2), (3), (4) and (6) shall thereafter become effective.

## PART 5 – POLICY CHANGE

### 1. Change in Risk including the Change of Job Nature and Employment Address

The **Insured** shall give immediate written notice to the **Company** of any material fact affecting this insurance which has come to the **Insured's** notice during the **Period of Insurance** including notice of any **Disease** physical or mental defect or infirmity affecting the **Insured Person** and the change of the job nature and the employment address. Additional premium loading will be made as **Our** discretion. If the change is not reported but is discovered at claims stage, **We** shall reserve the right to invalidate the **Policy** or collect the additional premium retroactive from the effective date of the changes.

### 2. Change of Insured Person

During the **Period of Insurance**, any new **Insured Person** replacing an existing **Insured Person** named in the **Schedule** shall be entitled to the same insurance benefits but where the insurance benefit under any Insurance Section is subject to a maximum limit for the **Period of Insurance** and where claims have already been paid under the section in respect of the existing **Insured Person**, the amount of the insurance benefit under the sections available to the new **Insured Person** shall be reduced to the extent of claims already paid in respect of the existing **Insured Person**.

**Waiting Period** is also applicable to the new **Insured Person** as from the date of replacement.

## PART 6 – COVER TERMINATION

### Cancellation

This **Policy** may be cancelled at any time:

1. by the **Insured** on notice to that effect being given in writing to the **Company**, in which case the **Company** will retain the customary short period rate for the time the **Policy** has been in force and subject to a minimum and non-refundable premium of HK\$300.00 plus other Levy (if any) after client discount, whichever is higher.

#### Short Period Rate

Period	Scale of Rate	Period	Scale of Rate
Not exceeding 1 month	10% of annual rate	Not exceeding 6 months	60% of annual rate
Not exceeding 2 months	20% of annual rate	Not exceeding 7 months	70% of annual rate
Not exceeding 3 months	30% of annual rate	Not exceeding 8 months	80% of annual rate
Not exceeding 4 months	40% of annual rate	Not exceeding 9 months	90% of annual rate
Not exceeding 5 months	50% of annual rate	Exceeding 9 months	Full annual premium

2. by the **Company** on seven (7) days' advance notice to that effect being given in writing to the **Insured's** last known address, in which case the **Company** shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

## PART 7 – GENERAL CONDITIONS

### 1. Contracts (Rights of Third Parties) Ordinance Exclusion

Any person or entity who is not a party to this **Policy** shall have no right or rights under the *Contracts (Rights of Third Parties) Ordinance* (Chapter 623 of the Laws of Hong Kong) and any subsequent amendment or revision or replacement thereof to enforce any of its terms under any circumstances whatsoever.

### 2. Conditions Precedent to Liability

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 the truth of the statements and answers in the **Proposal Form** and declaration shall be conditions precedent to any liability of the **Company** to make payment or to provide indemnity under this **Policy**.

### 3. 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 correspondence address specified in the **Schedule**.

### 4. Renewal of Policy

The **Company** has the absolute right to revise the premium rates, terms and conditions and terminate the coverage and/or **Policy** upon each renewal.

### 5. 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**.



## 6. 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 repay the amount to the **Company**.

## 7. Fraud, mis-statement or concealment

This **Policy** is issued based on the completeness and accuracy of information the **Insured** and the **Insured Person** provided **Us** in the **Proposal Form** and declaration. If there is any fraud, mis-statement or concealment in the **Proposal Form** or declaration, or if **Insured** or **Your** legal personal representative or **Your** guardian makes a dishonest claim, **We** will cancel this **Policy** immediately and will not pay any benefit. All the premium paid and claims under this **Policy** will be forfeited; and the **Insured** shall return to **Us** forthwith all payment including claims paid by **Us** under this **Policy**.

## 8. Use Your Policy for other purposes

The **Insured** is not allowed to assign or transfer this **Policy**, or otherwise change its ownership. At all times, the **Insured** needs to ensure that it is kept in **Your** possession or control.

## 9. Alternative Dispute Resolution

In the event of a dispute arising out of this **Policy**, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of **Hong Kong** and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the *Arbitration Ordinance* (Chapter 609 of the Laws of Hong Kong) as amended from time to time. The arbitration shall be conducted in **Hong Kong** by a sole arbitrator to be agreed by the parties. 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 stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this **Policy**. If the **Company** shall disclaim liability to the **Insured Person** for any claim hereunder and the **Insured Person** does not commence arbitration within twelve (12) **Calendar Months** from the date of such disclaimer, the **Insured Person's** claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this **Policy**.

## 10. Governing Law and Jurisdiction

This **Policy** shall be governed and interpreted in accordance with the Laws of Hong Kong and to the exclusive jurisdiction of the courts in **Hong Kong**.

## PART 8 – MAKE A CLAIM

### 1. Claims Settlement

#### (a) Claims Notification

Immediate notice shall be given to the **Company** of any occurrence likely to give rise to a claim under this **Policy**. Within thirty (30) days of any occurrence likely to give rise to a claim under this **Policy**, a detailed statement in writing describing the occurrence shall be delivered to the **Company**.

All expenses shall, in the first instance, be paid by the **Insured** and original invoices and receipts shall be submitted with the claim form to the **Company** for reimbursement.

The **Insured** shall also give the **Company** notice in writing immediately after 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 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) Other Insurance (Not applicable to Section (12) Personal Accident Cover)

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 rateable proportion of any such claim and costs and expenses in connection therewith.

#### (d) Waiver of Claims

The **Insured** shall not become a party to any arrangement the effect of which is that the **Insured** waives any claim or whereby any such claim is limited or qualified in any way which claim 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**.

#### (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.

### 2. Proof of Loss

It is a condition precedent to any liability of the **Company** under this **Policy** that the **Insured** shall at his own expenses 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 expenses 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 of the **Insured Person** 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.

### 3. No Duplication of Claims Settlements

**Bodily Injury** or **Disease** of the **Insured Person** that is subject of a claim and recovered from this insurance under Section (1) hereof, unless otherwise specified, shall not be recoverable again under any other sections of this insurance.

### 4. Claims Prevention

The **Insured** and the **Insured Person** shall take all reasonable precautions to prevent **Accidents** and **Sickness/Disease** and shall comply with all statutory obligations.

**In the event of any discrepancy between the Chinese and English versions, the English version shall prevail.**

## 「樂融傭」家傭保障計劃

**重要事項 – 當收到這份保險單時，請仔細閱讀保單內容，並且立即提出任何必需的修訂。**

本保單條款及細則、承保表及任何附加批註須一併閱讀並應視為一份完整合約，載於本保單或承保表內之任何部分而附特定涵義的任何詞彙或字句，於整份文件中均具有相同之特定涵義。

投保人的投保表格及其聲明須一併收納於本保單內，並作為本保單之依據。

由於投保人已向大新保險 (1976) 有限公司申請投保及已繳付或同意繳付本保單之應付保費，以及在申請本保單時在投保表格及其聲明上的資料為真實及正確的條件下，本公司將按照本保單內詞彙內詞彙解釋、不保事項、限制、條款及條件，或附加之批註向受保人作出理賠根據。

### 第一部分 - 保障概括表

保障項目	最高保障額 (港幣)		
	基本計劃	綜合計劃	僱員補償計劃
<b>章節 (1)</b> <b>僱主責任</b> 每宗事故最高保障額	每宗事故 100,000,000	每宗事故 100,000,000	每宗事故 100,000,000
<b>章節 (2)</b> <b>門診醫療</b> 每保單年最高保障額 <b>2.1 註冊西醫治療</b> 每日每次就診最高保障額 <b>2.2 註冊跌打或物理治療</b> 每日每次就診最高保障額 每保單年最高保障額	每保單年 2,000  每日每次 100  每日每次 100 每保單年 500	每保單年 4,500  每日每次 150  每日每次 100 每保單年 500	不適用
<b>章節 (3)</b> <b>住院醫療</b> 每保單年最高保障額 <b>3.1 每日住房及膳食</b> <b>3.2 每次住院的住院雜費</b> <b>3.3 手術 (包括日症病人的手術或日間手術費用)</b> <b>3.4 麻醉師費用</b> <b>3.5 手術室費</b>	每保單年 30,000 每日 300 每宗事故 10,000 每項手術 10,000 每項手術 2,500 每項手術 1,250	每保單年 30,000 每日 300 每宗事故 10,000 每項手術 10,000 每項手術 2,500 每項手術 1,250	
<b>章節 (4)</b> <b>牙科醫療</b> 每保單年最高保障額 每日每次就診最高保障額	每保單年 1,500 每日每次 500	每保單年 1,500 每日每次 500	
<b>章節 (5)</b> <b>送返回國</b> 每保單年最高保障額	每保單年 20,000	每保單年 20,000	
<b>章節 (6)</b> <b>服務中斷</b> 每保單年最高保障額 每住院日最高保障額	不適用 不適用	每保單年 6,000 每日 200	
<b>章節 (7)</b> <b>忠誠保障</b> 每保單年最高保障額 每保單年未經許可使用的電話費用賠償最高保障額	不適用 不適用	每保單年 10,000 每保單年 3,000	
<b>章節 (8)</b> <b>補聘家傭費用</b> 每保單年最高保障額	不適用	每保單年 5,000	
<b>章節 (9)</b> <b>更換門鎖費用</b> 每保單年最高保障額	不適用	每保單年 500	
<b>章節 (10)</b> <b>投保人或家庭成員受虐保障</b> 每保單年最高保障額	不適用	每保單年 5,000	
<b>章節 (11)</b> <b>個人責任</b> 每保單年最高保障額	不適用	每保單年 100,000	
<b>章節 (12)</b> <b>個人意外</b> 每保單年最高保障額	不適用	每保單年 100,000	

### 第二部分 - 詞彙解釋

本保單內部字句有特定的涵義，其意指已列明如下，每當這些字句被使用時均具有相同之特定涵義並以粗體字呈現。

- 「意外」 / 「意外的」指任何突發性、不可預見或不可預料之事件令受保人本保險期內蒙受身體損傷。
- 「身體損傷 / 損傷」指
  - 在不受其他因素的影響下，純因意外直接導致受保人身體上任何一部分於本保險期內蒙受損傷；及
  - 因暴力、外來、及可見方式所引致的損傷。
- 「本公司」 / 「我們」 / 「我們的」指大新保險 (1976) 有限公司。



4. 「**住院日**」指受保人登記為**住院病人**以入住**醫院**，留在**醫院**以治療**身體損傷**或**疾病**並接受**醫生**定時診治的每一住院日子。**住院**須出示由**醫院**發出的每日住房費用的單據以作證明。**住院**應作相應解釋。
5. 「**日症病人**」是指病人為了進行手術而需要到**醫院**的日症手術部門或於門診進行手術，但不需要過夜的。
6. 「**病症**」指投保人的僱員於投保人的受僱期間因暴露於工作環境及性質而感染的疾病。
7. 「**家庭成員**」指投保人的親屬並與投保人永久地居住於**承保表**所列明的同一工作居所內。
8. 「**保障地區**」指
  - (a) 只限於章節(1) - 「僱主責任」，指世界各地；
  - (b) 除非特別註明外，於其他所有章節均指香港特別行政區。
9. 「**香港**」指中華人民共和國香港特別行政區。
10. 「**醫院**」指符合下列條件的機構：
  - (a) 按照其國家或所在地法律合法註冊的持牌醫院；及
  - (b) 營運主要以**住院病人**形式接待患病或受傷人士，提供入院、醫療護理及治療；及
  - (c) 由註冊護士每日二十四(24)小時提供看護服務；及
  - (d) 持牌醫生時刻駐院；及
  - (e) 提供及維持妥善及有組織的設施，以供診斷、治療及進行手術之用；及
  - (f) 惟醫院並不包括以下各項：
    - (i) 精神病院、主要提供精神科或心理病治療之機構，或醫院之精神科病院；
    - (ii) 老人院、療養院、戒毒或戒酒中心或主要供有毒癮病人或酗酒者使用之等類服務的機構；
    - (iii) 健康中心或天然治療所；或
    - (iv) 療養、復康或設有延展護理設施的機構。
11. 「**受保人**」指**承保表**上列明合法地受僱於**投保人**作為家庭僱傭或在保障類別內列明的僱工類別或嗣後經**我們**批註及接納的保障類別的人士，並會受到本保單保障的人士。
12. 「**醫生**」指已獲認可的西方醫科學位的合資格醫生，並已於當地政府合法地註冊及登記執業以提供醫護或手術服務；除非獲**本公司**批准，否則醫生不包括受保人或其任何親屬。
13. 「**保險期**」 / 「**保險日期**」指**承保表**內所訂明之保險有效期間以及其後的期間，**投保人**已繳付該保險期的保費並得到**本公司**接納。
14. 「**保單**」指本保單條款及條件，**承保表**及任何附加批註須一併閱讀並應視為一份完整合約。
15. 「**保單年**」指每連續十二(12)個月的保險期，首個保單年由首個保單生效日起及嗣後每年同日起計每連續十二(12)個月。
16. 「**疾病**」 / 「**患病**」指受保人之正常生理功能受損，並且影響整個受保人或受保人的一部分。此等受保人在保險生效期間蒙受或感染的病症，必須直接及獨立於任何其他因素。
17. 「**投保人**」 / 「**你**」 / 「**閣下**」 / 「**保單持有人**」指**承保表**內所列為**投保人**，持有本保單的人士，並且是受保人 / 家傭的合法僱主。
18. 「**法例**」指《僱員補償條例》(香港法例第282章)。
19. 「**承保表**」指附加於本保單的承保表。
20. 「**等候期**」指在保單生效日起計的一段時間內，相關的索償將不獲理賠。若與癌症或心臟病有關的索償，其等候期為九十(90)天；而其他非意外引致的索償，其等候期則為十四(14)天。

### 第三部分 - 保障說明

依據本保單的條款、條件、規定及不保事項，並於本保單生效期間，**我們**同意就在**保險期**內發生的受保事件支付下列的保障：

#### 章節(1)：僱主責任

在**保險期**內，若**投保人**直接僱用的**受保人**在受僱期內，於**保障地區**蒙受**身體損傷**或因**意外**導致死亡或因患上**病症**，**本公司**將按照條例及在獨立於該條例下，須為該等**身體損傷**或**意外**死亡或患上**病症**而承擔法律責任而支付的補償和損害賠償，以及索償人的費用及開支作出賠償；並且會就**投保人**在本**公司**書面同意下，由**投保人**或其代表所引致的費用及開支作出賠償。

但如果條例在**保險期**內或其後出現任何修訂，令**投保人**在條例下的法律責任有所改動，**本公司**根據本保單的責任僅限於支付**本公司**在條例維持不變時應付的款項。

若**投保人身**故，**本公司**亦會根據本保單的條款，就**投保人**所引致的責任向**投保人**的合法遺產代理人作出賠償，但該遺產代理人須猶如**投保人**般遵守和履行本保單的條款，並受該等適用條款所規限。

#### 保單賠償的限制

- (a) 就本保單為**投保人**承保的任何**意外**或**病症**索償而言，**本公司**向**投保人**作出的賠償，包括在本**公司**書面同意下，由**投保人**或其代表所引致的費用及開支，總額上限以第一部分 - 保障概括表內訂明的每宗事故最高保障額為上限，無論在同一**意外**或**病症**感染中可能導致或造成多少名**受保人身**體損傷或死亡。
- (b) 就**投保人**對**受保人**於受僱期間，超過一份保單就同一時期感染**病症**所須承擔的任何責任而言：
  - (i) **本公司**根據所有保險保單向**投保人**作出的賠償總額，包括在本**公司**書面同意下，由**投保人**或其代表所引致的費用及開支，將不得超過**受保人**在受僱期間首次感染**病症**時生效的保單所列賠償限額；及
  - (ii) 在不抵觸本文(b)(i)段的限制下，**本公司**根據本保單向**投保人**作出的賠償，包括在本**公司**書面同意下，由**投保人**或其代表所引致的費用及開支，將以**投保人**就有關**病症**所須承擔的責任比例為上限，即若**受保人**在本**保險期**內的受僱期間感染**病症**，則須就有關**病症**在整個受僱期作出賠償。
- (c) 若任何**意外**或**病症**導致**本公司**須向超過一名**投保人**作出賠償，本文(a)及(b)段所述有關**本公司**的責任限制將適用於向所有**投保人**作出的賠償總額。
- (d) 當發生任何足以就本保單作出索償的**意外**或**病症**，**本公司**可隨時向**投保人**支付本文(a)或(b)段所述有關**本公司**責任部分的全數款額(扣除任何已支付的賠償)，或有關索償的較低和解款額，以及放棄任何與索償有關的抗辯、和解或訴訟行為，其後亦毋須承擔有關行為的任何補償、損害或費用，或**投保人**在本**公司**放棄有關行為後所產生的任何費用或開支，或因**本公司**的任何有關行為或遺漏，或**本公司**放棄該等行為而令**投保人**招致的任何損失、損害或開支。

#### 恐怖主義活動條款

不論本保單或其任何批註中含有任何相反條款，現謹此同意因任何恐怖活動或因採取任何行動以控制、預防或遏止恐怖活動，或以任何方式與任何恐怖活動有關而直接或間接引致、產生或造成**受保人身**體損傷或因**意外**死亡或**病症**(「**有關損失**」)，無論**有關損失**是否由任何其他因由或事件同時或以任何時序所引致：

- (a) 保單賠償限額將為**本公司**接獲中華人民共和國香港特別行政區政府(「**政府**」)的實際款額，即根據**政府**與**本公司**在2002年4月17日訂立的融資協議條文，**政府**同意向**本公司**及其他獲授權在香港從事僱員賠償承保業務的其他直接保險公司作出的融資額，以便按僱員賠償保險保單，就恐怖主義活動所造成的死亡及**身體損傷**作出賠償(「**融資協議**」)；
- (b) **本公司**只會於接獲**政府**發出(i)批准通知書，確認**本公司**應作出有關賠償；及(ii)收到**政府**根據**融資協議**所支付的賠款後，始須支付賠款；及

(c) 為免存疑，若本公司因任何原因而沒有接獲政府根據融資協議作出的款項，無論這是否因政府認為有關損失並不納入融資協議的賠償範圍之內，或因本公司違反融資協議，或有關損失屬於任何例外的例外情況或不受保項目或存在有任何其他情況導致有關損失不獲融資協議賠償，或融資協議因結餘用盡而結束，或政府終止融資協議，本公司亦毋須作出有關賠償。

就上述目的而言，恐怖主義活動指任何一名或多名人士因政治、宗教或意識形態目的而單獨、代表或聯同任何組織或政府使用武力、暴力、其他手段或威脅，以企圖影響任何政府及 / 或引致公眾或部分公眾產生恐慌。

若本公司宣稱有關損失屬於本恐怖主義活動條款所述範圍之內，提出任何相反舉證的責任須由投保人承擔。

倘若本恐怖主義活動條款的任何部分被視為無效或無法執行，其餘部分將仍具有十足效力及有效。

本恐怖主義活動條款內的字彙及詞組與本保單的意思相同。

#### 適用於章節 (1) 的不保事項

我們不會就下列任何一項事項提供本保單的任何保障：

1. 任何因訂立協議而附加於投保人的責任，若沒有該項協議，該等責任便不存在；
2. 投保人本來有權向有關方面追討的款項，卻由於投保人與該有關方面所訂立的協議而無法執行；
3. 因肺塵埃沉着病或間皮瘤或噪音所致失聰而引起的任何責任：「肺塵埃沉着病」和「間皮瘤」的定義與《肺塵埃沉着病及間皮瘤（補償）條例》（香港法例第 360 章）所述者相同，「噪音所致失聰」的定義與《職業性失聰（補償）條例》（香港法例第 469 章）所述者相同；
4. 投保人就任何並非條例所指僱員的人士所承擔的責任；
5. 根據條例或獨立於條例的規定，投保人可能須就遞繳款項而支付的任何附加費、罰款或懲罰性、嚴重或懲戒性損害賠償；
6. 在法院或審裁處提出法律程序的任何由意外引致的身體損傷或感染病症，但本公司並無獲得充分通知，因而未能參與有關法律程序。

#### 章節 (2)：門診醫療

若受保人因身體損傷或疾病須在保障地區範圍內接受門診治療，本公司將支付有關實際、必需及合理的費用：

1. 由醫生提供的治療，以第一部分 - 保障概括表內章節 2.1 訂明的每日每次就診最高保障額為上限；
2. 由持牌或註冊跌打師或物理治療師提供的治療，以第一部分 - 保障概括表內章節 2.2 訂明的每日每次就診最高保障額及每保單年最高保障額為上限；
3. 在任何情況下，本章節的總賠償額以第一部分 - 保障概括表內章節 (2) 訂明的每保單年最高保障額為上限。

條款：

1. 等候期適用於本章節。
2. 若此等醫療費用應獲其他人士或由其他保險計劃作出賠償，我們只會支付就該賠償與根據本保單應支付的醫療費用總額之間的差額。

#### 章節 (3)：住院醫療

若受保人因意外蒙受身體損傷或因患疾病，遵照醫生建議，須在保障地區範圍內入住醫院以接受醫療必需的手術或治療，本公司將支付有關實際、必需及合理的費用：

##### 3.1 每日住房及膳食

指受保人以住院病人形式入住醫院被收取的每天房租費用，以第一部分 - 保障概括表內章節 3.1 訂明的每日最高保障額為上限。

##### 3.2 每次住院的住院雜費

指受保人以住院病人形式入住醫院而引致的住院雜費，以第一部分 - 保障概括表內章節 3.2 訂明的每宗事故最高保障額為上限。

##### 3.3 手術費，包括日症病人的手術或日間手術費用

指當 (i) 受保人以住院病人形式在醫院時或 (ii) 作為日症病人時或 (iii) 在醫生的診所內進行日症手術或程序時，醫生替受保人進行手術而收取的費用，以第一部分 - 保障概括表內章節 3.3 訂明的每項手術最高保障額為上限。

##### 3.4 麻醉師費用

指進行手術或程序時相關麻醉師費用，惟以第一部分 - 保障概括表內 3.4 項訂明的每項手術最高保障額為上限及只會根據章節 (3) 的章節 3.3 獲得手術費保障時才會支付。

##### 3.5 手術室費

指進行手術或程序時相關手術室租用費、消耗品及使用儀器的費用，惟以第一部分 - 保障概括表內章節 3.5 訂明的每項手術最高保障額為上限及只會根據章節 (3) 的章節 3.3 獲得手術費保障時才會支付。

在任何情況下，本章節的總賠償額以第三部分 - 保障概括表內訂明的每保單年最高保障額為上限。

條款：

1. 等候期適用於本章節。
2. 若此等醫療費用應獲其他人士或由其他保險計劃作出賠償，我們只會支付就該賠償與根據本保單應支付的醫療費用總額之間的差額。

#### 適用於章節 (2) 及章節 (3) 的不保事項

我們不會就下列任何一項事項直接或間接導致或與其有關或引起的的身體損傷或疾病提供本保單的任何保障：

1. 神經病或精神錯亂、性病、先天性畸形及缺陷、不育或絕育；
2. 靜養或身體檢查；
3. 整容或整形手術，惟用以修復本保單所保障的損傷除外；任何由受保人自行選擇非必要的手術，並非為治理疾病或身體損傷；
4. 接種、免疫接種、注射或防疫針藥。

#### 章節 (4)：牙科醫療

若受保人在保障地區內因牙齒疾病而須接受口腔手術、膿腫治療、X - 光檢查、拔牙或補牙治療並引起的合理費用，本公司將支付實際、必需及合理的費用，以第一部分 - 保障概括表內章節 (4) 訂明的每日每次及每保單年最高保障額為上限，惟以上治療必須由合法持牌或註冊牙醫處理。

條款：

1. 等候期適用於本章節。
2. 若此等醫療費用應獲其他人士或由其他保險計劃作出賠償，我們只會支付就該賠償與根據本保單應支付的醫療費用總額之間的差額。

#### 適用於章節 (4) 的不保事項

我們不會就下列任何一項事項直接或間接導致或與其有關而提供本保單的任何保障：

1. 任何例行檢查、清除牙石、磨牙或洗牙及鑲牙；
2. 任何牙橋、牙齒矯正及假牙。

#### 章節 (5) : 送返回國

若受保人在保障地區內因嚴重身體損傷或嚴重疾病及經證明其健康狀況不適宜繼續為投保人工作，本公司將支付實際、必需及合理的遣送受保人回原居地費用。

若受保人身故，本公司將支付遺體運送費用。

本章節的最高賠償額以第一部分 - 保障概括表內章節 (5) 訂明的每保單年最高保障額為上限。

條款：

等候期適用於本章節。

#### 適用於章節 (5) 的不保事項

我們不會就下列事項直接或間接導致或與其有關而提供本保單的任何保障：

本公司將不會負責任何源自香港以外的遣送或遺體運送費用，除非章節 (1) 保障已付賠償。

#### 章節 (6) : 服務中斷

若受保人在保障地區內因身體損傷或疾病而須入住醫院作為住院病人超過二十四 (24) 小時以接受手術或治療，本公司將按受保人每一住院日而支付保障予投保人，並以第一部分 - 保障概括表內章節 (6) 訂明的每住院日最高保障額及每保單年最高賠償額為上限。

條款：

等候期適用於本章節。

#### 適用於章節 (6) 的不保事項

我們不會就下列任何一項事項直接或間接導致或與其有關而提供本保單的任何保障：

1. 神經病或精神錯亂、性病、先天性畸形及缺陷、不育或絕育；
2. 靜養或身體檢查；
3. 整容或整形手術，但用以修復本保單所保障的損傷除外；任何由受保人自行選擇非必要的手術，並非為治理疾病或身體損傷；
4. 接種、免疫接種、注射或防疫針藥。

#### 章節 (7) : 忠誠保障

若投保人及 / 或家庭成員直接因受保人的欺詐或不誠實行為而引致的實際金錢損失，我們將支付以下的損失：

- (a) 未經許可電話費用，以第一部分 - 保障概括表內章節 (7) 註明的每保單年未經許可電話費用最高賠償額為上限；
- (b) 在(a)項未提及的其他金錢損失。

在任何情況下，本章節的總賠償額以第一部分 - 保障概括表內章節 (7) 註明的每保單年最高賠償額為上限。

但須符合下列條件：

1. 欺詐或不誠實行為必須在保險期內作出；
2. 欺詐或不誠實行為必須在保險期內或本保單屆滿後三十 (30) 日內或受保人身故、被解僱或僱傭合約屆滿後三十 (30) 日內發現，以較早者為準；
3. 根據本項保障支付的任何金額須先扣除投保人及 / 或家庭成員拖欠受保人的款項；
4. 發現任何欺詐或不誠實行為後，必須在二十四 (24) 小時內在港報警；
5. 投保人及 / 或家庭成員有責任證明其實際金錢損失是直接因受保人的欺詐或不誠實行為而引致。

#### 章節 (8) : 補聘家傭費用

若受保人因嚴重身體損傷、病症 / 疾病或身故而須遣返或遺體運送返其原居地，並已根據章節 (5) - 「送返回國」獲得索償，我們將支付投保人用作為聘請代替傭工引致的實際、必需、合理及不能收回的行政費用 (薪金除外)。

本章節的最高賠償額以第一部分 - 保障概括表內章節 (8) 註明的每保單年最高賠償額為上限。

#### 章節 (9) : 更換門鎖費用

若在保險期內，受保人的僱傭合約因以下原因終止：

1. 受保人因嚴重疾病或身體損傷或身故導致遣返，並已根據本保單章節 (5) - 「送返回國」獲得索償；或
2. 發現受保人的不忠實行為，並已根據本保單章節 (7) - 「忠誠保障」獲得索償

我們將支付投保人因更換和安裝大門鎖或鐵閘鎖的實際、必需、合理及被沒收的費用，惟以第一部分 - 保障概括表內章節 (9) 註明的所列每保單年最高賠償額為上限。

但須符合下列條件：

- (a) 更換和安裝上述大門鎖或鐵閘鎖必須在僱傭合約終止後七 (7) 日內進行；及
- (b) 必須向本公司提供足夠證明文件以證明已終止僱傭合約；及
- (c) 必須向本公司提供適用於(a)的醫療報告或適用於(b)的警察報告。

#### 章節 (10) : 投保人或家庭成員受虐保障

若投保人及 / 或家庭成員在香港因受保人的故意暴力行為而蒙受身體損傷，我們將支付投保人及 / 或家庭成員實際、必需及合理的醫療費用，但須向香港警方報案及提供醫療報告。

本章節的最高賠償額以第一部分 - 保障概括表內章節 (10) 訂明的每保單年最高保障額為上限。

#### 章節 (11) : 個人責任

若受保人在香港受僱工作期間及在保險期內，因其疏忽而須負上下列的法律責任：

1. 導致他人意外死亡、身體損傷或感染疾病，投保人或家庭成員除外；
2. 意外的導致第三者財物損毀，投保人或家庭成員的財物除外；

我們將就這責任向投保人作出的賠償，包括一個或多個索償者的訴訟費用及開支，無論由一次事件或隨後由一個源頭而引發的一連串事件，本章節的最高賠償額以第一部分 - 保障概括表內章節 (11) 訂明的每保單年最高保障額為上限。

#### 章節 (12) : 個人意外

若受保人於休假日在保障地區內因意外引致身體損傷，並在意外後十二 (12) 個月內因此意外死亡或永久傷殘，而法例下並未能保障，則受保人或其合法個人代表可獲發下列保障：



保障	最高保障額 (港幣)
意外死亡或永久傷殘	100,000元
喪失雙肢或以上肢體或永久完全喪失其功能	100,000元
雙眼喪失視力	100,000元
喪失單肢體或永久完全喪失其功能與單眼喪失視力	100,000元
喪失單肢體或永久完全喪失其功能	50,000元
單眼喪失視力	50,000元

喪失肢體指手或手腕關節以上、足或足踝關節以上、手肘或以上手臂、腿或膝蓋的腿的肢體完全分離。

喪失視力指完全及不可復原地喪失所有視力。

本章節最高賠償額以第一部分 - 保障概括表內章節 (12) 訂明的每保單年最高保障額為上限。

#### 適用於章節 (12) 的不保事項

我們不會就下列任何一項事項直接或間接導致或與其有關而提供本保單的任何保障：

1. 受保人的身體損傷發生於正在執行職務期間；
2. 受保人參與或駕駛或乘坐任何形式的賽車或用呼吸儀器作海底活動。

#### 第四部分 - 一般不保事項

我們不會就下列任何一項事項直接或間接導致或與其有關而提供本保單的任何保障：

1. (a) 戰爭、侵略、外敵行動、敵對局面、交戰事件 (不論正式宣戰與否)、內戰、叛亂、革命、反叛、叛亂升級或擴大至大規模叛變事件、軍事或篡權行動；或  
(b) 任何恐怖活動，包括但不限於：  
(i) 使用或以武力、暴力威脅及 / 或  
(ii) 人身或財產的傷害或損害 (或受到此等傷害或損害威脅)，包括但不限於核子輻射及 / 或化學污染及 / 或生物劑；  
任何人士或團體因政治、宗教、意識形態或類似目的，不論該目的明確與否，及 / 或企圖令公眾或任何社會階層恐慌；或  
(c) 採取任何行動控制、阻止、壓制或以任何方式控制、阻止或壓制與上述第(a)或第(b)條有關之行動。
2. 由下列事項引起的，即是：  
(a) 永久或暫時沒收 (經由任何合法的法定權力所充公、國有化、強行徵募或徵用)；  
(b) 永久或暫時剝奪任何被非法佔用的建築物；或  
(c) 根據任何公共機構命令造成的財產破壞。
3. (a) 任何核子燃料或核子燃料燃燒後所產生的核子廢料所引致的電離子輻射或放射性污染，「燃燒」在此不保事項包括核子分裂的自持過程；或  
(b) 任何核子裝置、反應器或其他核子機組或核子元件的輻射性、毒性、爆炸性或其他危險性或污染性質；或  
(c) 應用原子或核子分裂及 / 或核聚變或其他同類反應或輻射性能量或物質的戰爭武器。
4. 在神智正常或精神失常的情況下蓄意自殘或自殺 (無論是否屬於重罪)，或做出任何企圖威脅自身的行為。
5. 分娩、懷孕、流產、墮胎及所有相關之併發症，即使有關受傷乃由「意外」促使或導致。
6. 酗酒、吸毒或濫用藥品，而有關藥物並非由醫生處方，亦非與治療有關的藥物或含酒精飲品。
7. 愛滋病或任何與愛滋病病症有關的任何併發症。
8. 就章節 (2)、(3)、(4) 及 (6) 而言，受保人在本保單訂立日期之前已存在的**身體損傷、疾病或病症**，以至受保人在訂立保單前連續三 (3) 個月就有**身體損傷、疾病或病症**接受治療、診斷、會診或處方藥物，以下稱為「**投保前已存在的傷疾**」。
9. 現已存在、開採、處理、加工、製造、售賣、分銷、貯存或使用石棉及 / 或含有石棉成分的產品。
10. 本保單不會支付章節 (2) 至 (12)，若受保人在保險期內年齡已超逾六十六 (66) 歲。
11. 任何索償關乎聯合國的決議、貿易或經濟制裁或適用於本公司的任何司法管轄範圍內的法律法規下的任何制裁、禁止或限制。

#### 一般條款

就一般不保事項第 (1) 及 (2) 項：

在任何法律行動、訴訟或其他司法程序中，如本公司指稱任何損失、損毀、毀壞或費用因不保事項的第 (1) 或 (2) 項的緣故不獲保障，則舉證責任落在投保人身上，由其證明該損失、損毀、毀壞或費用可獲得彌償。

就一般不保事項第 (2) 項：

本公司對投保人在本保單承保的受保財產在沒收之前或暫時沒收的期間之毀壞，將不會免除任何責任。

就一般不保事項第 (8) 項：

就第 (2)、(3)、(4) 及 (6) 項的保障而言，若受保人在訂立保單生效後連續三 (3) 個月內沒有就有關「**投保前已存在的傷疾**」接受治療、診斷、會診或處方藥物，第 (2)、(3)、(4) 及 (6) 項的保障將會生效。

#### 第五部分 - 保單更改

##### 1. 風險轉變包括職業性質及工作地點變更

若投保人在保險期內知悉任何影響本保單的重要事實，包括影響受保人的任何病症、身體或精神上的缺陷或衰弱以及職業性質及工作地點變更，投保人須立即以書面通知本公司。我們有權收取附加保費。若有關變更是在索償時才被發現，我們保留權利作廢本保單或由變更日起徵收附加保費。

##### 2. 更換受保人

在保險期內，若承保表內指名的現任受保人由任何新受保人所取代，新受保人將享有相同的保障，但仍受各章節的保險期內最高限額的限制，新任受保人的賠償限額將減去已就現任「受保人」蒙受損失或損害而支付的任何金額。

等候期亦於取代日開始適用於新受保人。

#### 第六部分 - 保障終止

##### 取消保單

本公司可以透過下述方式取消本保單：

1. 可隨時由受保人以書面通知取消，而本公司會以短期保費率計算本保單有效期內應付的保險費，惟本公司對扣除客戶折扣後的保費退款設有最低及不獲退還的保費額為港幣三百 (300) 元，並且需要加上其他徵費 (如有者)。

## 短期保費表

保障期	保費率	保障期	保費率
不超過1個月	年保費率之10%	不超過6個月	年保費率之60%
不超過2個月	年保費率之20%	不超過7個月	年保費率之70%
不超過3個月	年保費率之30%	不超過8個月	年保費率之80%
不超過4個月	年保費率之40%	不超過9個月	年保費率之90%
不超過5個月	年保費率之50%	超過9個月	全年保費

2. 本公司可七(7)天前郵遞將有關通知寄往受保人最後為人所知的地址。在該情況下，本公司在扣除本保單有效期內按比例應付的保險費後，將向受保人退還保險費餘額。

## 第七部分 - 其他須知條文

### 1. 《合約(第三者權利)條例》除外條款

任何不是本保單某一方的人士或實體，不能根據《合約(第三者權利)條例》(香港法例第623章)及其後生效的修訂或更改或取代，在任何情況下強制執行本保單的任何條款。

### 2. 賠償的先決條件

若本保單的條款涉及投保人須執行或不得執行或須遵守任何事項，投保人須妥為遵循及履行有關條款，以及本保單的投保書內的陳述、聲明及答案須為真實，本公司始承擔根據本保單，支付款項或提供賠償的責任。

### 3. 通知

所有根據本保單發出的通知或通訊須以書面提交本公司，而向投保人發出的通知或通訊亦須以書面送達承保表所訂明的通訊地址。

### 4. 續保

本公司保留權利於續保時，修訂保費、條款及細則，以及終止保障及/或本保單。

### 5. 司法管轄條款

若針對投保人的判決並非提交由香港具司法管轄權法院初審而作出的判決，本公司不會根據本保單作出賠償。

### 6. 有權追回款項

如本公司因條例不得不支付一筆款項而依保單本公司毋須負責，投保人須向本公司償還該筆款項。

### 7. 處理詐騙、虛報或隱瞞

本保單是基於投保人及受保人在遞交給我們的申請書及聲明中所提供的資料的完整性及準確性而簽發。如在申請書或聲明中有任何的詐騙、虛報或隱瞞，或如投保人、你的合法遺產代理人或監護人提出欺詐的索償，則我們會立即取消本保單並不會支付任何保障。所有已繳付的保費及保障金額將被沒收及不被發還，及投保人須退回本保單之下已支付的所有款項包括索償。

### 8. 利用本保單作其他用途

投保人不獲准轉讓或轉移本保單，或以其他方式更改其擁有權。在任何時候，必須確保本保單由你保存或控管。

### 9. 替代性爭議解決方式

如有任何關乎本保單的爭議，爭議各方可以作出於善意的調解去和解。調解是根據有關當時適用香港司法機構的實務指示進行。所有未解決之保單爭議，一律按照《仲裁條例》(香港法例第609章)及不時生效的修訂本規定進行仲裁。仲裁會由各方同意的唯一仲裁人在香港進行。如爭議各方未能協定仲裁人人選，則由香港國際仲裁中心當時的主任委任。現明確規定，爭議各方必須完成仲裁裁決之先決條件，方可就本保單展開其他法律行動或訴訟。如本公司不承認受保人於本保單下追索的賠償責任，而受保人並未於拒保後十二(12)個月內按本保單規定開始仲裁的程序，即被視作已撤銷或放棄索償權利，此後不得再就本保單進行任何追討。

### 10. 法律詮釋及司法管轄

本保單依據法律詮釋，並受香港法院行使專屬司法管轄權。

## 第八部分 - 如何索償

### 1. 索償

#### (a) 索償通知

若發生可能引致根據本保單提出索償的事故，投保人須立即通知本公司，並在可能引致根據本保單提出索償的事故發生後三十(30)天內，向本公司提交詳述事故的書面聲明。

所有開支首先由投保人支付，然後把發票和收據正本連同索償表格遞交本公司，以還付有關的開支。

若發生可能引致根據本保單提出的索償的事故，投保人亦須在察覺任何有關快將執行的檢控或任何死因研訊或致命傷害後，立即以書面通知本公司。投保人在收到與本保單索償有關的任何信件、申索狀、傳票及法律程序文件後，立即將該文件送交本公司。

#### (b) 本公司的索償管控

本公司有權在向投保人作出通知後，接手處理並以投保人的名義針對投保人所提出的任何索償、索求或法律程序進行抗辯或和解。在此情況下：

(i) 投保人須按本公司不時酌情提出的要求，提供一切有關資料和援助，並將有關全部文件及其他紀錄送交本公司，以便進行有關索償、索求或法律程序；及

(ii) 未經本公司書面同意，投保人不得作出任何與該等索償、索求或法律程序有關開支，或提供任何付款提議或訂立任何性質的和解。

#### (c) 其他保險(不適用於章節(12) - 「個人意外」保障)

若投保人按本保單提出任何索償，已獲其他保險計劃就同一宗索償作出賠償，本公司將毋須負責或只限於分擔不超過按比例的索償費用。

#### (d) 放棄索償

投保人不得向任何人協議導致投保人放棄向任何人士提出索償，或以任何方式限制或加以約制任何該等索償，而有關係索償是由投保人責任造成的任何事件引致或產生，並可獲本保單的賠償保障。如投保人違反本條文規定，本公司將毋須按本保單支付任何賠償。

#### (e) 代位權

本公司有權絕對酌情決定以投保人的名義，就任何損害、費用、彌償、分擔或其他索償，向任何可能須為引致投保人須負責及在本保單保障範圍內的索償事故上責任的人士提出訴訟，並可全權決定就有關進行任何法律程序或和解。投保人須按本公司不時提出的要求，提供一切有關資料和援助，並簽署任何所須文件以賦予本公司有關權利。本公司因行使有關權利所追回的任何款項，首先將應用於本公司的利益，用以償還本公司就任何索償所支付的款項，包括本公司所支付或產生的任何費用及開支，以及因作出有關追討行動所引致的費用及開支。

## 2. 損失證明

這是本保單中一項凌駕於本公司任何責任的條件，即在本公司的合理要求下，投保人須向本公司提交指定格式及性質的證明書、資料及證據，並須承擔所需費用。本公司向投保人作出合理通知後，可不時要求索取受保人的醫療檢驗報告，或若屬死亡事故，本公司在作出合理通知後，可向受保人的合法遺產代理人要求索取驗屍報告，費用概由本公司承擔。

惟受保人身故，其死因須由正式簽發的死亡證明書以確立。

## 3. 雙重賠償

受保人若在章節（1）獲得身體損傷或病症賠償，除非有具體指定，不能同時在其他章節獲得到賠償。

## 4. 預防索償

投保人和受保人須採取所有合理措施，防止意外發生及感染疾病 / 病症，並須遵守所有法定責任。

如中文及英文版之間有任何差異，一概以英文版為準。

