



DOMESTIC HELPER INSURANCE POLICY

家庭僱傭保險

SPECIMEN

NOTES TO POLICYHOLDER

Thank you for insuring with Allied World

We will provide the insurance cover described in this policy during the period of insurance upon receiving your premium payment

This policy provides comprehensive protection for you with the following documents forming the basis of and part of your policy:

- the proposal, declaration and any other information you have given us,
- the policy schedule and any amended schedule,
- the most recent renewal confirmation, and
- any endorsement amending any of the above.

We highly recommend that you read this policy thoroughly which sets out the benefits and limitations of the insurance you have bought. We also suggest that you should make your family members aware of this insurance cover in case they need to make or assist with a claim.

Should you have any query about this policy cover, please do not hesitate to contact your broker, agent or us for clarification.

Making a Claim

If you have any query when making a claim, please contact:

Claims Team

Tel +852 2968 3221 Fax +852 2917 6179

Customer Service Excellence

Should you have any feedback or advice to assist us in continuously improving our customer service, please contact:

Marketing & Communications Team

Tel +852 2968 3000 Fax +852 2968 5111

Email hkhotline@awac.com

保單持有人須知

多謝選用Allied World Assurance Company, Ltd 世聯保險有限公司。

當我們收妥您的保費後，便會在承保期內為您提供保單內所述的保障。

此保單為您提供全面的保障，並將會與下述文件一併成為本保險合約的組成部份：

- 投保書、聲明及一切由您提供之有關資料
- 承保表或任何曾經更改的承保表
- 最近期的續保確認文件
- 任何修正以上文件的批單

請詳細閱讀本保單，內裡清楚列明了本保險的承保範圍及不保項目。我們亦提議您讓您的家人了解這保單的保障範圍，以便您的家人更快獲得我們的協助。

如對本保單有任何查詢，可聯絡您的保險代理，或與我們聯絡。

索償查詢

如欲知更多有關保險索償的詳情，請聯絡：

保險索償管理部

電話 +852 2968 3221 傳真 +852 2917 6179

優質客戶服務

我們樂意聽取您的寶貴意見或建議，以協助我們持續改善對客戶提供的服務；如對我們的服務有任何意見，請聯絡：

市務及傳訊部

電話 +852 2968 3000 傳真 +852 2968 5111

電郵 hkhotline@awac.com

PART I - DEFINITIONS

Benefit means the sum set out in the Schedule of Benefits against the relevant event.

Bodily Injury means bodily injury to the Insured Person caused directly, solely and independently of other cause by violent, accidental, external and visible means.

Confinement means confinement to Hospital as a resident inpatient on the advice of and under the regular care and attendance of a Medical Practitioner.

Co-payment means the cost borne by You in order for the Insured Person to obtain the service from the Medical Network. Such payment shall be made at the time the service is rendered to the Insured Person.

Emergency means a serious medical condition or symptom resulting from Bodily Injury or sickness which arises suddenly and, in the judgment of a reasonable person, requires immediate medical care and treatment, generally received within 24 hours of onset, to avoid jeopardy to the life or health of the Insured Person.

Hong Kong means Hong Kong Special Administrative Region of the People's Republic of China.

Hospital means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:

- has organised facilities for diagnosis, treatment and major surgery;
- provides 24 hours a day nursing services by registered graduate nurses;
- is under the supervision of Medical Practitioner; and
- is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rehabilitation rest or convalescent home or home for the aged or similar establishment.

Insured Person means the domestic helper named in the Schedule who is legally employed by You and who is eligible for and covered by the insurance provided in this Policy.

Law means the Hong Kong Employees' Compensation Ordinance and also the Common Law.

Medical Network means the list of panel doctors arranged and managed by the Out-patient Service Provider as designated by Us from time to time. For the purpose of this policy, the Out-patient Service Provider shall mean UMP Professional Management Limited.

Medical Practitioner means a practitioner of occident medicines duly qualified and legally registered as such under the laws of the country to render medical or surgical service but excluding a person who is the Insured/Insured Person himself or herself, his or her spouse or relatives.

Period of Insurance means the period specified in the schedule and any subsequent period for which You shall have paid and We shall have accepted a renewal premium.

Permanent Total Disablement means disablement resulting from Bodily Injury during the Period of Insurance, which has lasted for an uninterrupted period of 365 days from the date of Bodily Injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured Person's life, and which physically entirely and permanently prevent the Insured Person from engaging in gainful employment of any and every kind, the foregoing being duly certified by a Medical Practitioner.

Schedule means the document which describes You, Insured Person and covered Benefits and attaching to and forming part of this insurance contract.

We/Us/our means Allied World Assurance Company, Ltd.

You/Your/Yours means the person(s) named in the Schedule as Insured.

PART II - BENEFIT

1. Employees' Compensation

Insurance is provided for any amount which You become legally liable, including liability under the Law, to pay Your domestic helper(s). The cause of the bodily injury must arise during the Period of Insurance and in the course of employment with You in Hong Kong. We will pay all costs, expenses and solicitors fees which You have to pay, provided that We have agreed in writing.

Provisions

- 1.1 If We are obliged by the Law to pay an amount not covered by this Section, You shall repay the amount to Us.
- 1.2 If there is any change in Your liability under the Law, this Policy shall remain in force but Our liability to You shall remain unchanged unless Special extension is provided in writing.
- 1.3 No return of premium is allowed if this Cover is cancelled by You.

2. Personal Accident (Not applicable to Hong Kong permanent resident)

We will pay the benefit provided hereunder in respect of Bodily Injury which occurs during the rest days of the Insured Person and during the Period of Insurance, which solely and independently of all other causes, results in the Insured Person's death and/or disablement within 365 days after the date of the accident:

2.1 Accidental death	up to the maximum limit as specified in the Schedule
2.2 Loss of two or more limbs	
2.3 Loss of sight of both eyes	
2.4 Loss of one limb and sight of one eye	
2.5 Permanent Total Disablement	
2.6 Loss of one limb	up to 50% of the maximum limit as specified in the Schedule
2.7 Loss of sight of one eye	

Loss of limb(s) shall mean physical severance of a hand or foot at or above the wrist or ankle or of an arm or leg at or above elbow or knee or total and permanent loss or use of a complete hand or arm, foot or leg. Loss of sight shall mean total and irrecoverable loss of all sight.

3. Surgical and Hospitalisation Expenses (Applicable to Plan II & III only)

As a result of the Insured Person suffering Bodily Injury or sickness sustained during the Period of Insurance, We will reimburse the medically necessary expenses incurred up to the maximum limit as specified in the Schedule for:

- 3.1 Expenses for in-hospital doctor's visit, room and board and other miscellaneous Hospital services during Hospital Confinement.
- 3.2 Surgical, anaesthetical and operating room charges for the surgical operation (including X-ray and laboratory tests) during Hospital Confinement.
- 3.3 Expenses for post hospitalisation care incurred within 30 days immediately after discharge from Hospital, as a result of the same disability of a prior Hospital Confinement.

4. Out-patient Benefits (Applicable to Plan III only)

In the event of an Insured Person suffering Bodily Injury or sickness sustained during the Period of Insurance, we will provide out-patient benefit up to the maximum limit as specified in the Schedule for:

4.1 Network Out-patient Benefit

We will provide medical services through the Medical Network to the Insured Person who reasonably and necessarily requires out-patient care and treatment as:

- General practitioner consultation including 3 days Basic Medication.

- b. Specialist consultation including 3 days Basic Medication, subject to referral by a general physician under the Medical Network and Co-payment made as amount stated in the Schedule.
- c. Physiotherapy, subject to referral by a general physician under the Medical Network and Co-payment made as amount stated in the Schedule.

This Item is subject to a maximum limit of one single visit per day for the benefits of a, b & c.

Provisions:

- a. The Insured Person shall present the medical card and personal identification at registration.
- b. Any charges of the uncovered services shall be made to the Medical Network directly at the time the service is rendered to the Insured Person.
- c. The Insured Person, You and any other person shall consult any practitioner of the Medical Network at his or her own choice and risk. We will not be liable for any inappropriate act, loss, omission, default or negligence whatsoever arising from or in relation to the services rendered by the Medical Network.

We will not be liable for:

- a. Expense not undertaken or recommended by any practitioner of the Medical Network.
- b. Any Extra Medication.
- c. Any Long Term Medication.

Basic Medication shall generally be regarded as first line short-term medication for treatment of common diseases handled by general practitioners.

Extra Medication includes expensive medications, short course of long-term medications, and those medications other than the first line short-term medications.

Long Term Medication shall generally be regarded as medications for treatment of chronic diseases and any other medications with a prescription period of more than 21 days.

When Extra or Long Term Medication is required, You/the Insured Person is not obliged to procure the medication within the clinic pharmacy of the Medical Network.

For the expenses incurred by the Insured Person to the Medical Network, which We would not otherwise be liable under this Policy, We reserve the right to recover the relevant lost from You.

4.2 Emergency Out-patient Expense

In the event of an Emergency to the Insured Person who necessarily requires the unplanned care and treatment in a Hospital as an outpatient, We will reimburse the actual expenses up to the sub-limits under this Item 4.2 and subject to the maximum total limit of visit under Section 4 Out-patient Benefit as specified in the Schedule.

5. Dental Expenses (Applicable to Plan III only)

We will reimburse two-thirds of the expenses reasonably and necessarily incurred by the Insured Person for oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease during the Period of Insurance provided such treatment and service are received from a legally qualified and registered dentist in Hong Kong.

6. Repatriation Expenses (Applicable to Plan III only)

We will indemnify expenses reasonably and necessarily incurred up to the maximum limits and applicable limits as specified in the Schedule for:

- 6.1 repatriation of the Insured Person to the country of residence in the event of serious sickness or Bodily Injury resulting in the Insured Person being certified by a Medical Practitioner as medically unfit to work provided that such repatriation shall be on a scheduled flight (economy class) and shall include any transportation for ambulance transfer to and from the airport.
- 6.2 the post-mortem treatment and transportation of the Insured Person's mortal remains to the airport nearest to the place of burial in the Insured Person's country of residence.

Provisions:

- a. We are entitled to call for an examination on the Insured Person by a medical referee appointed by Us or a post-mortem examination if death occurs.
- b. You must provide certificates and other information required by Us at Your expense.

7. Replacement and Temporary Helper Expenses (Applicable to Plan III only)

We will reimburse expenses reasonably and necessarily incurred by You during the Period of Insurance to:

- 7.1 employ a new domestic helper as replacement in the event that You repatriated the Insured Person or returned his/her mortal remains to his/her country of residence and a valid claim is payable under Item 6 "Repatriation Expenses" of this Policy, up to the maximum limit as specified in the Schedule.
- 7.2 hire a temporary domestic helper in the event of the Insured Person's Hospital Confinement. We will pay for each day the Insured Person is hospitalised up to the per day limit and the maximum limit for any Period of Insurance as specified in the Schedule.

8. Domestic Helper Liability (Applicable to Plan III only)

We will indemnify the Insured Person against legal liability to a third party up to the maximum limit as specified in the Schedule arising from the Insured Person's negligence in the course of employment with You.

9. Fidelity Protection (Applicable to Plan III only)

We will pay for Your pecuniary loss up to the maximum limit as specified in the Schedule directly resulting from the act of fraud or dishonesty committed by the Insured Person.

Provided that:

- a. the act of fraud or dishonesty must be committed during the Period of Insurance;
- b. the act of fraud or dishonesty must be discovered during the Period of Insurance or within 30 days after the Policy expiry or within 30 days after death, dismissal or expiry of employment contract of the Insured Person, whichever is the sooner;
- c. money due by You to the Insured Person shall be deducted from any amount otherwise payable under this Section;
- d. discovery of any act of fraud or dishonesty must be reported to the Police within 24 hours; and
- e. it is Your duty to prove that Your pecuniary loss is a direct result of the act of fraud or dishonesty committed by the Insured Person.

10. Family Member Medical Expenses (Applicable to Plan III only)

If Your family members below 3 years of age sustain injury caused by intentional malicious act of the Insured Person, We shall pay the medical expenses up to the maximum limit specified in the Schedule resulting from such Bodily Injury provided that the incident was reported to the Police and a medical report was filed.

PART III - EXCLUSIONS

The Insurance under this Policy does not cover:

A. Applicable to all Benefits under Part II - Benefit

- 1. any expenses directly or indirectly caused by or contributed to by or arising from:
 - a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
 - b. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or any consequential loss and for the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fission.
 - c. nuclear weapons materials.

B. Applicable only to Employees' Compensation under Item 1 of Part II - Benefit

2. notwithstanding any provision to the contrary in the Policy or any endorsement thereto it is hereby agreed that in respect of any injury or death arising as a result of an event of terrorism that would otherwise be covered by the Policy ("the Loss"):
- Our liability in respect of the Loss shall be limited to such amount which We actually receive from the Government of the Hong Kong Special Administrative Region of the People's Republic of China (the "Government") in respect of the Loss pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and Us under which the Government agreed to make available to Us 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 injury arising out of an event of terrorism ("the Facility Agreement");
 - We will only be required to make payment in respect of the Loss after We have received from the Government (i) an approval letter confirming that We should settle the claim and (ii) payment under the Facility Agreement in respect of the Loss; and
 - for the avoidance of doubt, We shall have no obligation to make payment in respect of the Loss if for whatever reason We do not receive payment from the Government under the Facility Agreement in respect of the Loss, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or Our 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 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 We allege that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon You.

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

- liability arising directly or indirectly from:
 - any judgement which is not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong.
 - an agreement which imposes a liability which You would not otherwise have been under.
 - any person who is not an "Employee" within the meaning of the Law.
- liability for:
 - any sum which could have been recovered from any party had it not been for an agreement made between You and such party.
 - any late payment surcharge imposed on You under the Law.
 - any liability to Your contractors' employees.
 - any liability arising from Pneumoconiosis, Mesothelioma or Noise Induced Deafness.
- any claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:-
 - asbestos, or
 - any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

C. Applicable to Personal Accident, Surgical and Hospitalisation Expenses, Out-patient Benefits, Dental Expenses, Repatriation Expenses, Replacement and Temporary Helper Expenses under items 2 to 7 of Part II – Benefits

- childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident.
- intoxication by alcohol, narcotics or drugs not prescribed by a Medical Practitioner and treatment in connection with addiction to drugs or alcohol.
- 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.
- conditions arising out of congenital defect or disease.
- pre-existing known heart disease and cancer sustained prior to inception of the Insured Person's insurance.
- any pre-existing conditions other than specified in Item 10 above unless no medical treatment is received within 3 consecutive months immediately before inception of this insurance and no medical treatment incurred on such conditions within 3 months after inception of this insurance.
- any Bodily Injury, sickness, accident or event occurring and/or medical treatment or surgery received outside the territorial limits of Hong Kong.
- suicide, attempted suicide, self-mutilation, willful or self-inflicted injury and self-exposure to unnecessary danger and the sequelae thereof.
- flying or taking part in any aerial activities except whilst travelling as a passenger in an aircraft and not as pilot or aircrew nor for the purpose of any trade or technical operation in or on the aircraft.
- sickness or disease or any physical or mental defect or infirmity which was known to You or the Insured Person unless it had been declared to and accepted in writing by Us.
- it is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

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 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.

D. Applicable only to Surgical and Hospitalisation Expenses and Out patient Benefits under Item 3 and 4 of part II – Benefit

- nervous or psychiatric disorder or mental disease or disorder.
- rest cure, private or special nursing care.
- cosmetic or plastic surgery or any treatment for the purpose of beautification.
- dental diagnoses, eye refraction or optical consultation unless to correct an Bodily Injury for which this Policy covers.
- vaccinations, immunisation with the exception of tetanus, injections or preventive medication.
- venereal diseases or their sequelae, sterilization, infertility including but not limited to impotence or contraceptive techniques.

- 23. medications or tonics on request of the Insured Person which is not medically necessary, such as but not limited to alopecia, weight loss, appetite stimulants, depressants, contraception, dietary supplement and the supplies of the of first aid kits.
- 24. any supplies of blood plasma or medical appliances and equipment such as but not limited to hearing aids, prosthesis, crutches, braces, splints and pacemakers.
- 25. Bodily Injury while the Insured Person is engaging in motorcycling, racing of any kind (other than on foot or whilst sailing on inland or territorial waters), hunting or polo, mountaineering or pot-holing, parachuting or hang gliding, underwater activities involving the use of breathing apparatus or playing any sports professionally.
- 26. routine physical examinations, X-rays and laboratory tests, health check-ups or tests, or any treatment which is not medically necessary.

E. Applicable to Surgical and Hospitalisation Expenses, Out-patient Benefits, Dental Expenses, Repatriation Expenses, Replacement and Temporary Helper Expenses under Items 3 to 7 of Part II – Benefit

- 27. Bodily Injury occurring outside the rest days of the Insured Person.
- 28. any cause which operates gradually to affect the Insured Person.

F. Applicable only to out-patient Benefits under item 4 of part II – Benefit

- 29. radiotherapy or investigation or treatment involving radioactive isotopes such as PET Scan.
- 30. any matters associated with tuberculosis and kidney dialysis.
- 31. any medication for any specific anti-viral, anti-cancer and hormonal therapy.

G. Applicable only to Dental Expenses under Item 5 of Part II – Benefit

- 32. one-third of the amount of each and every adjusted claim payable.
- 33. any routine examination, scaling, polishing or cleaning and crowning.
- 34. cost of any bridges, braces and dentures.

H. Applicable only to Repatriation Expenses & Replacement and Temporary Helper Expenses under Items 6 & 7 of part II – Benefit

- 35. any repatriation or transportation of mortal remains originating outside Hong Kong.

I. Applicable only to Domestic Helper Liability under Item 8 of Part II –Benefit

- 36. the first HK\$500 in respect of each and every third party property damage claim.
- 37. any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement.
- 38. the use of horses, vehicles, boats, lifts, aircraft model, aircraft or any kind of water craft.
- 39. any liability to You or Your family members or relatives.
- 40. asbestos. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that We do not cover any liability for injury arising, directly or indirectly, out of the inhalation of, or fears of the consequences of exposure to, or inhalation of, asbestos, asbestos fibres or any derivatives of asbestos.

This section does not cover that part of any loss, cost or expense for the cost of cleaning up, or removal of, or damage to, or loss of use of, property arising out of any asbestos, asbestos fibres or any derivatives of asbestos.

PART IV - WAITING PERIOD

A 15-day waiting period from the inception date of the Insured Person's insurance shall be applicable to Items 3, 4 and 5 of the above Part II-Benefit for any Insured Person. No Benefit shall be payable under these items during the waiting period. Waiting period however, shall not apply to the same Insured Person under renewal Policy.

PART V - DOMESTIC HELPER ASSISTANCE SERVICE

We have arranged a 24-hour assistance service with Inter Partner Assistance Hong Kong Limited (IPA) to assist You in case of the following:

1. Domestic Helper Advice

Upon Your request, IPA can provide You with information relating to the overseas domestic helpers according to the information released by the Labour Department.

2. Arrangement of Temporary Domestic Helper

Upon Your request, IPA will arrange for a temporary domestic helper to take care of Your child(ren) or other family members during the Insured Person's absence. We will reimburse the expenses incurred subject to the terms and conditions under Part II Item 7 of this Policy.

3. Medical Repatriation to Home Country

Should the Insured Person suffer from an accidental Bodily Injury or sudden illness which has been certified to be medically unfit to continue employment with You, IPA will arrange for repatriation of the Insured Person to his/her country of residence by any other appropriate means of transportation. If necessary, IPA will arrange medical escort for the patient. We will reimburse the expenses incurred subject to the terms and conditions under Part II Item 6 of this Policy.

4. Repatriation of Mortal Remains/Ashes

Upon the death of the Insured Person, IPA will make necessary arrangements for the repatriation of the body or ashes to the deceased Insured Person's country of residence. We will reimburse the expenses incurred subject to the terms and conditions under Part II Item 6 of this Policy.

IPA shall not be held responsible for the delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or acts of God or any other event of Force Majeure which prevents IPA from providing such assistance services. The use of the above services arranged by IPA is at Your own accord. We will not be liable for any loss arising from the use of such services.

Our service provider and the professionals to whom the Insured Persons are referred by Our service provider are to be responsible for their own acts as independent contractors and are not employees, agents or servants of Us. We shall not be responsible for any act or failure to act on the part of the service provider and these professionals such as, and not limited to, physicians, hospitals and clinics.

Simply make a call to:

24-Hour Assistance Hotline
+852 2851 2666

Please quote the following when You or Your representative call:

- a. Your Policy Number
- b. the Insured Person's name
- c. a brief description of the accident and the nature of assistance required

PART VI - GENERAL CONDITIONS

1. Entire Contract

- a. The Schedule, Proposal Form including all statements, warranties and declarations contained therein shall be deemed to be incorporated in the Policy together with all endorsements, renewal confirmations and amendments attached hereto and shall be read together as one contract. Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it may appear.
- b. No change in this Policy shall be valid unless approved in writing by Us and evidenced by endorsement or amendment herein or attached hereto as part of this Policy. No agent has authority to amend or waive any of the provisions of this Policy.

2. Terms and Conditions

Payment of any Benefits 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 You and any Insured Person shall be conditions precedent to Our liability to make payment under this Policy.

3. Alteration in Risk

You must notify Us immediately or before renewal of the Policy of any changes in health or work activities of the Insured Person which materially affect this insurance.

4. Precaution

The Insured Person must take all reasonable steps to prevent Bodily Injury or sickness and You must comply with applicable statutory obligations.

5. Claims Procedures

When You become aware of a possible claim under this Policy, You must notify Us in writing as soon as reasonably possible but always within 30 days of any event likely to cause a claim and shall provide at Your own expense all certificates, information or assistance that We may require such as the temporary helper contract. Any writ, summons or other legal document served on You or Your legal personal representative in connection with a possible claim must be sent to Us immediately. You must not answer any correspondence without Our consent and no admission of liability or promise or payment may be made without Our written agreement.

6. Our Rights

We are entitled to take over and conduct the defence or settlement of a claim against You by the Insured Person at Our discretion. We may at any time pay the maximum limit under the Policy after deduction of any sum or sums already paid or any less amount for which any claim or claims can be settled and shall then relinquish the conduct or control of the claim and be under no further liability in respect of it. We are also entitled to use Your name to enforce recovery rights against any other person before or after paying a claim.

7. Other Insurance

If any claim covered under this Policy is also covered by any other insurance or any other source, We will pay only the excess beyond the amount recovered or recoverable from such other insurance or other source.

8. Policy Cancellation

You may cancel this Policy by giving Us written instructions, You will then receive a refund premium calculated based on Our Short Period Rates subject to minimum gross premium of this Policy at HK\$477. We may cancel Your Policy by writing sent by registered mail to You at Your last known address confirming that all cover will cease seven days after the date of Our letter, You will then receive a refund premium on a pro-rata basis.

Short Period Rates are defined as:

<u>Policy Period not exceeding</u>	<u>Premium Payable</u>
1 month	20% of annual rate
2 months	30% of annual rate
3 months	40% of annual rate
4 months	50% of annual rate
5 months	60% of annual rate
6 months	70% of annual rate
8 months	80% of annual rate
Exceeding 8 months	Full annual premium

9. Termination of Cover

The Insured Person's Benefit (except Employees' Compensation under Item 1 of Part II) will cease on the renewal date of the Policy coincident with or immediately following his/her 60th birthday.

10. Proof of Loss

It is a condition precedent to any of Our liability under this Policy that You shall at Your own expense to furnish Us such certificate, information and evidence as We may from time to time reasonably require in the form and of the nature described by Us. We shall be allowed at Our own expense upon reasonable notice to You 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 Persons' legal personal representative.

11. Arbitration

All difference arising out of this Policy shall be determined by Arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of Arbitrators or Umpires then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby 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.

12. Jurisdiction Clause

Any disputes arising in connection with this Policy shall be subject to the law of and the jurisdiction of Courts of Hong Kong.

13. Avoidance of Certain Terms and Rights of Recovery

If We are obliged by the Law to pay an amount for which We would not otherwise be liable under this Policy You shall repay such amount to Us.

14. Sanction Clause

The Insurer shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

15. Rights of Third Parties Clause

Save for any person or entity expressly conferred a benefit under this policy, no person or entity who is not a party to this policy has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any obligation or to receive any benefit or remedy under this policy. The consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

Making a Claim

Should you wish to make a claim, you are highly recommended to follow the below advice for speedy settlement

1. In case of any claim, call our **Claims Hotline at +852 2968 3221** during our office hours as soon as possible.

2. Obtain a claim form with us without delay. Complete and return it together with your invoices/receipts.
3. If medical attention is received for bodily injury, you should, if possible, obtain receipts for all payments made plus a 'Medical Certificate' showing the nature of the Injury.

PERSONAL INFORMATION COLLECTION STATEMENT

Purpose of Collection

Allied World Assurance Company, Ltd ("Allied World") may collect and use your personal data to enable it to carry on its insurance business and to serve the purposes of:

- Processing your insurance application;
- Arranging a contract of insurance with you and administering the policy issued;
- Claims handling, investigation and analysis;
- Designing products and/or services for customers;
- Promoting, improving and furthering the provision of products and/or services by Allied World and its group companies; and
- Complying with any legal or regulatory requirements applicable to Allied World.

In general it is voluntary for you to provide Allied World with your personal data. However, if you do not provide sufficient information, Allied World may not be able to provide insurance services to you.

Transferee

Data held by Allied World relating to you will be kept confidential but Allied World may, for the purposes set out above, transfer your personal data to:

- Allied World's group companies;
- Reinsurers;
- intermediaries including insurance brokers and insurance agents;
- claims investigators, loss adjusters and other professional advisors;
- Allied World's other appointed service providers, including for the following services: telecommunications, information technology, administration, data processing, payment processing, emergency assistance, legal, and medical;
- any insurance industry association or federation and their respective members; and
- any other person necessary to comply with applicable legal or regulatory requirements, or orders of competent authorities,

in each case both within and outside of the Hong Kong Special Administrative Region.

Marketing and Promotion

Treating you as a valued customer, Allied World and its group companies may use the personal data, including name and contact details, collected from you for the purposes of direct marketing of Allied World and its group companies' general insurance products, services or offers and for sending you the promotional materials or updates of such products, services or offers when they become available.

Allied World may not use your personal data for direct marketing if you have indicated objection to such use by ticking the box next to the statement above the proposer's signature block in the proposal form. You may also, at any time, request Allied World to cease the use of your personal data for direct marketing purposes, by informing Allied World's Compliance Officer at the contacts set out below.

Access Requests and Corrections

You have the right to obtain access to and to request correction of any personal information concerning yourself held by Allied World. Requests can be made to the Compliance Officer of Allied World Assurance Company, Ltd by mail to 22/F One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong or fax to +852 2968 5111, or email to hkcompliance@awac.com.

第一部份 – 定義

「保障」指承保表上列明有關事項之保障金額。

「身體損傷」指受保人因個別及直接受暴力、意外、外來及可見因素導致之身體損傷。

「住院」指受保人依照醫生指示，以住院病人形式入住醫院，並接受醫生之定期護理及照顧。

「自付費」指由您承擔，在受保人使用醫療網絡之有關服務時需支付的費用。

「緊急」指因突發性的疾病或身體損傷，必須盡快（一般為24小時內）接受治療，以免導致有生命危險或損害身體健康。

「香港」指中華人民共和國香港特別行政區。

「醫院」指經正式成立及註冊或為一間醫院作護理及治療病人及受傷人士的機構並：

- 設有提供診斷、治療及重大手術的設施；
- 設有及提供二十四小時註冊畢業護士之護理服務；
- 由醫生監管；以及
- 不包括：診所、護養院、酗酒者或吸毒者使用之醫院部門、療養院、康復院、老人院或同類型機構。

「受保人」指承保表上合法受僱於您及符合資格受保之家傭。

「法例」指香港僱員補償條例及普通法。

「醫療網絡」指由指定醫療機構—宏康專業管理有限公司提供的門診醫生網絡。

「醫生」指依據其執業國家之法律以提供內科或外科治療，正式合法註冊及執業之認可合格西醫。「醫生」一詞並不包括就本保單提出索償之您、受保人、配偶或其親屬。

「保險期」指在承保表上所列的期間，以及任何該您已支付而我們已接受續保保費的隨後期間。

「永久殘廢」指傷殘持續最少365日，並應會令受保人於其有生餘年完全喪失從事任何及所有可賺取收益事務之能力，並且無康復希望。前述需由醫生正式驗明。

「承保表」指列明您、受保人及保障範圍之文件，並屬本保險合約之一部份。

「我們」指Allied World Assurance Company, Ltd世聯保險有限公司。

「您」指在承保表上列明為該受保人之合法僱主。

第二部份 – 保障範圍

1. 僱員補償

保障您對家傭在法例下須承擔之責任及賠償金額。家傭遭受之意外身體損傷，必須在保險期及香港工作期間發生。經我們書面同意後，可保障您須支付有關費用，包括律師費用。

條款

- 若我們受法例強制支付本段不受保障之賠償時，您須退回此賠償予我們。
- 若法例所規定之您責任出現變更，本保單仍然生效，但除獲我們以書面承保該項變更範圍，否則我們對您之責任須保持不變。
- 若您在保險期內取消此項保障，保費概不退回。

2. 人身意外（不適用於香港永久居民）

保障受保人在保險期之休息日內所遭受之身體損傷。此身體損傷必須是個別及不受其他因素影響並在意外後365日內導致受保人死亡或身體傷殘，我們將支付下列之賠償：

2.1 意外死亡	承保表上第二項所列之最高賠償限額
2.2 喪失任何兩肢或以上	
2.3 雙目失明	
2.4 喪失一肢及單目失明	
2.5 永久殘廢	
2.6 喪失一肢	承保表上第二項所列之最高賠償限額之50%
2.7 單目失明	

喪失肢體指完全及永久地喪失手、臂、足、腿或其功能或在手腕或足踝以上之斷失，而失明指不可復原的永久性視力完全喪失。

3. 外科手術及住院保障（只適用於計劃II及III）

保障受保人在保險期內的疾病或身體損傷所引致的醫療費用。我們將根據承保表上的最高賠償限額支付以下有關費用：

- 1住院期間之駐院醫生巡房、病房及膳食與住院雜項之費用
- 2住院期間進行手術所需之手術人員、麻醉師及手術室（包括X光及化驗）費用
- 3出院後30天之覆診費用

4. 門診醫療保障（只適用於計劃III）

若受保人在保險期內因身體損傷或疾病需要門診醫療，我們將根據承保表上的最高限額提供以下保障：

4.1 網絡門診服務

我們將透過醫療網絡，在合理及有需要之情況下提供以下門診服務予受保人：

- 普通科醫生診症及3日基本藥物。
- 專科醫生診症及3日基本藥物。需經醫療網絡內之普通科醫生轉介，並按承保表支付自付費。
- 物理治療。需經醫療網絡內之普通科醫生轉介，並按承保表支付自付費。

以上服務a, b及c，只限每日享用一次。

條款

- 您必須於掛號時出示醫療卡及身份證明文件登記。
- 任何不受保障之服務費用均須於受保人使用有關服務時直接支付醫療網絡。
- 您、受保人以至任何使用醫療網絡服務的人均須對自己的選擇負責。我們不會就任何有關醫療網絡服務的失當行為、損失、遺漏、未履行之責任及疏忽等負責。

我們將不會支付以下費用：

- 非醫療網絡提供或建議之服務及有關之醫療費用。
- 任何額外藥物。
- 任何長期藥物。

基本藥物一般是指一線短期療程的藥物，適用於普通科門診常見的疾病。

額外藥物是指昂貴療程的藥物、短期療程的長期藥物及一線短期療程以外的藥物。

長期藥物是指用於治療慢性疾病的藥物及任何處方超過21天的藥物。

如有需要接受額外或長期藥物之處方，您 / 受保人可選擇於非醫療網絡內之藥房配藥。

任何因受保人引致而不列在此保單保障範圍內之醫療網絡服務費用，我們有權向投保人追討有關損失。

4.2 緊急門診醫療費用

我們將按承保表上之項目最高限額，保障受保人在緊急情況下到醫院診治的緊急門診醫療費用。項目之每次限額亦同時在列於承保表上的第4項「門診醫療保障」項目總限額中扣除。

5. 牙科費用（只適用於計劃 III）

保障受保人在保險期間因牙齒疾病而需要口腔治療手術、膿瘡治療、X光檢查、脫牙或補牙所需付的醫療費用。我們將支付三份二之費用，惟此等治療及服務須由香港合格註冊牙醫診治及提供。

6. 送返原居地保障（只適用於計劃 III）

根據承保表上所述之項目限額及最高賠償限額，我們將賠償按下述情況所引致必須及合理之費用支出作出賠償：

- 6.1 受保人由醫生診斷因嚴重疾病或身體損傷而不適合工作並須遣送返回原居地，此項遣送回國過程應使用指定航班（經濟客位）及包括任何來往機場之救護車船轉送的交通服務費用。
- 6.2 處理受保人身亡後之費用及運送其遺體返回原居地最接近落葬處之機場。

條款

- a. 若受保人死亡時，我們有權委任醫生進行檢查或驗屍。
- b. 您須出示我們所要求之證明文件及任何資料，一切費用由您負責。

7. 補聘及臨時家傭津貼（只適用於計劃 III）

根據承保表上所述之每日賠償金額及最高賠償限額，我們將按下述情況所引致必須及合理之費用作出賠償：

- 7.1 因受保人或其骨灰須運返原居地及按本保單上述第6項「送返原居地保障」之條款下得予賠償，您需另聘一名新的家傭。
- 7.2 因受保人需要住院而使您在受保人留院期間需僱用一名臨時家傭。

8. 家傭法律責任（只適用於計劃 III）

根據承保表上所述之最高賠償限額，我們將因受保人在為您工作時之疏忽，引致第三者身體受傷或財物損失而引致之法律責任作出賠償。

9. 家傭誠信保障（只適用於計劃 III）

根據承保表上所述之最高賠償限額，假若您家傭有不忠誠行為而導致您蒙受金錢損失，我們將作出賠償。

唯必須符合下列條件：

- a. 其不忠誠行為必須發生於保險期內。
- b. 其不忠誠行為必須於保險期內或在保單到期日後30天內或受保人死亡、遭解僱或合約期滿後30天內發現。
- c. 賠償時，我們將扣除所有您需退還受保人之金錢。
- d. 您須在發現受保人之不忠誠行為後24小時內知會警方。
- e. 您有責任證明其損失是直接由受保人之不忠誠行為引致。

10. 家庭成員醫療費用（只適用於計劃 III）

由受保人之蓄意行為引致您3歲以下之家庭成員受傷（必須有警方及醫療報告作實）我們將根據承保表上所述之最高賠償限額作出賠償。

業務的保險公司能夠賠償在僱傭保險保單中因恐怖襲擊所導致的死亡或身體損傷的索償。

- b. 我們只會就以下情況才會賠償損失：
 - (i) 我們收到政府所發出的信指出我們要償付該索償及
 - (ii) 我們收到由政府協議對損失的付款。
- c. 在任何情況下，我們若收不到政府在協議對損失的付款，無論是因政府指出該損失不應在該協議中償付或因我們違犯了該協議，我們將不會有義務償付所有損失。

本不保條例中恐怖襲擊之定義為任何人士或任何一群人士為自己或代表 / 有關任何組織或政府作出的行為，該行為包括但不限於使用暴力或力量及 / 或威脅的成份。而該行為是出於政治、宗教、思想體系或其他相似的本意或背景，包括任何意圖影響政府或令公眾或部份公眾恐慌的行為。

由我們指稱本條款適用於您的損失，若您指出本條款不適用，則必須由您證明。

若本條款的任何一部份是無效或不能執行，其餘部份會仍然有效。

3. 因直接或間接導致的責任情況：
 - a. 任何判決並未獲香港之司法審判法庭首先頒佈或並非取自該法庭。
 - b. 任何協議，並非您須承擔之責任。
 - c. 任何並非被法例定義為「僱傭」之人士。
4. 法律責任：
 - a. 您與第三者私訂協議而導致我們未能於處理賠償過程中向第三者討回其法律上所須負責之金額。
 - b. 根據法例，任何附加予您之過期繳付附加費。
 - c. 您的約定人所僱用員工。
 - d. 因肺塵埃沉著病、間皮瘤或噪音失聰所引致。
5. 任何由於直接或間接因以下情況所導致的索償及損失：
 - a. 石棉
 - b. 有關真實或聲稱使用、偵測、清理、消除或避免石棉，存在石棉或暴露或有可能暴露於石棉

C. 下述不保範圍只適用於第二部份第二至七項「人身意外」、「外科手術及住院保障」、「門診醫療保障」、「牙科費用」、「送返原居地保障」和「補聘及臨時家傭津貼」

6. 分娩、懷孕、流產、墮胎及所有與此相關的併發症，不管此等事故是否因意外而加速發生或導致。
7. 酗酒、或服用非經醫生處方指定之麻醉品或藥物及一切關於沉溺藥物或酒精之治療。
8. 愛滋病（AIDS）或愛滋病相關症後群（ARC）或任何其他以上病症引致之意外感染病症及/或惡性腫瘤。
9. 任何先天性缺陷或疾病引致的情况。
10. 任何在保單生效前已知存在的癌症及心臟病。
11. 除上述項目10以外之其他在保單生效前已知存在的狀況，惟在保單生效前連續三個月及保單生效後連續三個月內並不需要接受治療之狀況除外。
12. 任何在香港範圍以外發生的身體損傷、疾病、意外或事及 / 或接受之治療或手術。
13. 任何自殺、企圖自殺、自殘、故意或蓄意自我傷害及因此而導致的後遺症。
14. 飛行或參與任何除作為飛機乘客以外之航行活動。
15. 除已向我們申報並獲我們以書面確認接受之情況下，所有您或受保人已知悉存在的疾病、身體或心理或精神上之缺陷或喪失能力。

第三部份 - 不保範圍**A. 本保單之一般不保範圍：**

1. 任何費用直接或間接因為下列因素所引起或導致：
 - a. 戰爭、侵略、外敵行為、罷工暴動（正式宣戰與否）、內戰、叛亂、革命、叛變、軍事或篡權行動、罷工、暴動及 / 或內戰。
 - b. 任何爆炸性核子組合或核子成份之放射性、毒性、爆炸性或其他有害性物質，或任何其他相關損失，而就本不保範圍而言，燃燒應包括核裂變的任何自然程序。
 - c. 核武器材料。

B. 下述不保範圍只適用於第二部份第一項「僱傭保險」：

2. 本保單對所有因恐怖襲擊所導致的身體損傷或死亡（損失）將作以下的安排，若保單或批單的任何一個部份與以下不符，將以本安排為準：
 - a. 我們對損失所需負的責任僅限於我們由中華人民共和國香港特別行政區政府（政府）實際取得的數額，該數額是根據於二零零二年一月十一日由政府及受政府批准於香港進行僱傭保險業務的保險公司所簽訂的協議（協議）所決定，該協議是讓能在香港進行僱傭保險

16. 一切因使用或發放核子武器或與生化作用有關之恐怖襲擊所引致之損失。

本不保條例中恐怖襲擊之定義為任何人士或任何一群人士為自己或代表 / 有關任何組織或政府作出的行為，該行為包括但不限於使用暴力或力量及 / 或威嚇的成份。而該行為是出於政治、宗教、思想體系或其他相似的本意或背景，包括任何意圖影響政府或令公眾或部份公眾恐慌的行為。

D. 下述不保範圍只適用於第二部份第三及四項「外科手術及住院保障」和「門診醫療保障」：

17. 任何精神病或精神科病症。
18. 休養性治療，私人或特別護理。
19. 整容或整形手術或任何以美容為目的之治療。
20. 並非由受本保單所保障的身體損傷所引致的牙科治療、眼折射功能治療或視覺的診斷。
21. 防破傷風以外的防疫注射、疫苗注射或預防性之藥物治療。
22. 性病及其併發症、絕育、不育，包括但不限於陽萎或避孕方法。
23. 由受保人要求而不涉及治療之營養補充劑或藥物，包括但不限於脫髮、減重、增肥藥物、鎮靜劑、避孕、食療及急救用品。
24. 任何血漿或醫療設施及設備包括但不限於助聽器、義肢、拐杖、固定器、夾板及心臟起搏器。
25. 受保人參與下列活動：電單車、任何競賽（步行及於內陸或本地水域內進行之航海活動除外）、打獵或打馬球、爬山或洞穴探索、跳傘或懸掛式滑翔運動、使用呼吸器材進行的水底活動或以職業身份參予運動所造成之身體損傷。
26. 例行身體檢查、X光檢查及化驗、健康檢驗或任何並非必需的醫療檢驗和服務。

E. 下述不保範圍只適用於第二部份第三至七項「外科手術及住院保障」、「門診醫療保障」、「牙科費用」、「送返原居地保障」和「補聘及臨時家傭津貼」：

27. 受保人在休息日以外所引致的身體損傷。
28. 循序漸進地影響受保人之原因。

F. 下述不保範圍只適用於第二部份第四項「門診醫療保障」：

29. 放射性治療或涉及放射性元素的治療或檢查，例如正電子同位素掃描。
30. 任何與肺結核及洗腎有關的治療。
31. 任何病毒、抗癌及荷爾蒙藥物治療。

G. 下述不保範圍只適用於第二部份第五項「牙科費用」：

32. 每項賠償款項三份之一。
33. 任何例行檢查、除牙垢、磨牙、洗牙及鑲假齒冠。
34. 任何齒橋、加鋼絲矯正畸齒及假牙的收費。

H. 下述不保範圍只適用於第二部份第六及第七項「送返原居地保障」和「補聘及臨時家傭津貼」：

35. 任何起源於香港以外地區的遣送回國。

I. 下述不保範圍只適用於第二部份第八項「家傭法律責任」：

36. 每個就第三者財物損失索償之首港幣500元。
37. 任何若非協議規定而原本無需負擔的責任。
38. 一切由使用馬匹、汽車、船隻、升降機、模型飛機、飛機或任何水上船隻所引致之責任。

39. 一切對您或其家人或親人的責任。

40. 我們對任何由於直接或間接吸入含有石棉、石棉纖維或任何石棉之衍生物質所引致受傷之法律責任，或任何由於恐懼暴露於石棉、石棉纖維或任何石棉之衍生物質所引致之法律責任，均不會作出賠償。此保單部份亦不會對下列事項作出賠償：由於任何含有石棉、石棉纖維或任何石棉之衍生物質所引致清理、清拆、損毀或不能使用該財產之任何部份之損失、成本或費用。若保單或批單的任何一個部份與本條文不符，將以本條文為準。

第四部份 - 免責期

待至保險期生效滿十五天後，第二部份第3、4及5項保障方開始生效。於免責期內，我們將不會支付此保障，惟同一受保人於續保保單不受此限制。

第五部份 - 家傭支援服務

我們特地為您安排了由國際救援（亞洲）公司（IPA）提供的24小時家傭支援服務包括：

1. 提供僱用海外家傭有關資料

應您之要求，提供按勞工署發放之海外家傭資料。

2. 安排臨時家傭

應您之要求，為您安排臨時家傭照顧您的子女或其他家庭成員。我們將根據本保單第二部份第七項所定，賠償因使用此服務引致之費用。

3. 醫療運送返回原居地

在受保人經醫生診斷因嚴重疾病或身體損傷而不能履行其僱傭合約，安排受保人運送返回原居地。如有需要，可安排醫療護送。我們將根據本保單第二部份第六項所定，賠償有關費用。

4. 遺體或骨灰運返原居地

若受保人不幸身亡，將安排受保人遺體或骨灰運返原居地。我們將根據本保單第二部份第六項所定，賠償因使用此服務引致之費用。

IPA對因罷工、戰爭、侵略、外敵行為、暴動；及（無論正式宣戰與否）內戰、叛亂、革命、叛變、軍事或篡權行動；任何爆炸性核子組合或核子成份之放射及宗教動而引致不能提供或延遲服務，概不負責。由我們提供之此等服務，皆由保單持有人自行負責。我們對所有一切由使用此等服務所引致的損失，概不負責。

我們的服務供應商及其提供轉介之專業人士並非我們的員工、代理或服務員。個別承包商將為其行為負責。我們不會為其作為服務供應商例如但不限於醫生、醫院和診所之疏忽或專業失當負責。

若需要使用此支援服務，請致電：

24小時支援熱線

+852 2851 2666

請您或您的代理致電時引述以下資料：

- 您的保單號碼
- 受保人姓名
- 簡述意外及所需的協助

第六部份 - 一般條款

1. 整體合約

- 本保單之承保表、投保書及本文所載之所有陳詞、保證及聲明文件，連同本文之所有背書及修訂，概將被視為構成立約雙方之全部合約，並應一併閱讀。其中具指定釋義之個別詞語或措辭，概將統一闡釋。
- 除經我們以書面批准，並由附於本文之背書或修訂證明為保單之一部份外，任何於本保單上之更改概不生效。

2. 條款及規定

本保單之任何賠償需根據本保單之定義、不保範圍及所有其他條款及規定。受保人及您對本保單所訂條款及規定之適當表現及遵守，乃是我們按本保單履行賠償責任之先決條款。

3. 風險改變

受保人之健康或工作活動的資料有所改變而對本保險之風險有重大影響時，您必須立即或在保單續保時通知我們。

4. 注意事項

受保人必須採取所有合理的步驟以避免或減低身體損傷或疾病，而您則必須遵守適用的法定責任。

5. 索償程序

當您需要申請索償時，須在30日內以書面通知我們，並應由您自費向我們提供我們可能要求的所有證明書、資料或協助，如臨時僱傭合約。若您或其法定個人代表接獲可能牽涉賠償事宜之令狀、傳訊或其他法定文件，應即時送交我們。您在未得到我們的同意下不可回答任何通信，在未得到我們的書面協議下，亦不可承認責任、作出承諾或支付費用。

6. 我們的權利

我們有權斟酌決定接收及處理答辯或解決由受保人向您所作的索償。我們有權扣除任何已支付受保人的款項。倘賠償額達至保單最高賠償限額，我們之責任則視作完全解決及完成。我們亦有權使用您的名字在支付索償之前或之後向任何其他人士執行追索權利。

7. 其他保險

如此保單所保障之損傷同時受到任何其他保險所保障，我們只提供賠償額超過其他保險所提供的限額。

8. 取消保單

您如欲取消本保單須提交書面通知予我們，我們將根據本保單最低毛保費（港幣477元）及短期保費表計算方法退回剩餘保費給您。我們可以書面通知取消您之保單，並以掛號郵寄至其所示之最新地址。於發出此通知日起七天後所有保障將完全失效，您將接收到以比例方式計算之退回保費。

短期保費表如下：

保險期不多於	應付保費
一個月	全年保費之20%
兩個月	全年保費之30%
三個月	全年保費之40%
四個月	全年保費之50%
五個月	全年保費之60%
六個月	全年保費之70%
八個月	全年保費之80%
八個月或以上	全年保費

9. 終止投保

本保單的所有保障（僱傭保險除外）將在受保人年齡或同時在續保期時達至60歲隨即終止。

10. 損失證明

在我們未負上任何保單賠償責任之前，您需自費向我們不時提供合理的或按我們要求的文件、資料及證據。我們可自費向您發出合理的通知，不時要求受保人接受體格檢查，或在出現死亡情況時，向受保人的法定個人代表發出合理的通知以取得受保人的屍體檢查。

受保人的死亡應由官方的死亡證證實。受保人之死亡賠償將支付給受保人的法定個人代表。

11. 仲裁

本保單引起的所有爭論均由仲裁協會按照當時之仲裁條款來決定，假如雙方並不同意仲裁員之裁決，雙方可協議委任一名香港仲裁協會之首席仲裁員作出最後裁決。而這項裁決之作出將為對本公司所作任何起訴權的一項先決條款。

12. 司法管轄權條款

任何與本保單相關引起的爭端，應遵守香港的法律及香港法院權限。

13. 避免某些條件及追償權條款

若我們根據法例之規定，必須支付依據本保單我們不需負責之款項，您必須立即如數償還我們。

14. 制裁條款

倘提供有關保障、支付有關申索或提供有關利益將令承保人承擔聯合國決議案的任何制裁、禁制或限制，或歐盟、英國或美國的貿易或經濟制裁、法律或規例，則承保人不得被視作根據本保單提供保障或有責任支付任何申索或提供任何利益。

15. 第三方權利

除此保險合同明確賦予權益外，任何非合同一方的個人，公司或機構（第三方）在香港法例第623章《合約（第三者權利）條例》下對本合同均沒有任何權利可以執行任何義務或接受任何利益或補償。本合同的任何變更或終止（包括任何法律責任的解除或妥協）不需要任何第三方的同意。

（如中文譯本與英文有異，以英文文本為準。）

索償須知

若您想申請的索償更快獲得合理的賠償，請緊記以下的建議：

1. 首先，盡快於辦公時間致電我們的**保險索償熱線 +852 2968 3221**取得索償表格。
2. 請填妥索償表格並連同與該索償有關的證據（如單據或發票）交給我們。
3. 若因意外導致需要醫療費用，請煩交回所有費用的單據，並交回一份醫療證書列明受傷的狀況及原因。

個人資料收集聲明

資料收集目的

Allied World Assurance Company, Ltd 世聯保險有限公司(「本公司」)可能收集並使用閣下的個人資料，作為營運其保險業務及下列目的之用：

- 處理閣下的保險申請；
- 安排保險合約及管理已發出的保單；
- 索償處理、調查及分析；
- 為客戶設計產品或服務；
- 推廣、改善及進一步提供本公司及其集團公司的產品、服務；及
- 遵守適用於本公司的法律或規則要求。

一般而言，閣下向本公司提供個人資料屬自願性質。如閣下未能給予足夠的資料，本公司可能無法提供所需保險服務。

資料轉移

本公司持有的客戶資料將予保密，但本公司可能會把閣下的個人資料提供給下列各方作上述用途：

- 本公司的集團公司；
- 再保險公司；
- 中介人包括保險代理人及保險經紀；
- 索償調查者、公證行及其他專業顧問；
- 本公司其他指定服務提供者，提供包括以下服務：電訊、資訊科技、行政、數據處理、付款處理、緊急援助、法律及醫療；
- 任何保險業組織或聯會及其成員；及
- 任何必要人士以符合任何相關的法律或規則要求，或監管機構之命令，

以上各項適用於香港特別行政區境內及境外。

市場推廣

貴為本公司的重要客戶，本公司及其集團公司可能會透過閣下所提供的個人資料如姓名及聯絡方法，向閣下推廣本公司及其集團公司的一般保險產品、服務或優惠，及為閣下提供該等產品、服務或優惠的市場推廣資料和最新消息。

如閣下已於投保書勾選位於投保人簽署上方的空格表示不願接收任何市場推廣資料和最新消息，本公司將不會使用閣下的個人資料作直接推廣用途。閣下亦可隨時要求本公司停止使用閣下的個人資料作直接推廣用途。屆時請按照下述聯絡方式通知本公司的條例事務主任。

資料查閱要求及更改

閣下有權要求查閱及更改本公司所持有的任何有關您之個人資料。有關申請可循下列途徑向本公司之條例事務主任提出：郵寄至香港鰂魚涌太古坊華蘭路18號港島東中心22樓，或傳真至+852 2968 5111，或電郵至hkcompliance@awac.com。