iHelper 家庭傭工保險保單

（本中文譯本是保險單之意譯本，旨在協助您閱讀保險單之內容，本中文譯本不是亦不應被視為保險單之一部份或在闡釋保險單內任何條文時有任何影響力。）

重要事項 ─ 請細閱此保單，如需更正，請即通知本公司。

本保單及「承保表」應視為一份完整的合約，並必須一併閱讀，如本保單或「承保表」內任何部份出現有特定含意的字句，則該字句無論出現於本保單或「承保表」之上時均具有相同之特定含意。

本保險合約是根據「投保人」在投保書上所提供的資料及聲明締結之合約。倘「投保人」已向「本公司」繳付或同意繳付此保險所訂明之保費，「本公司」會在已接納「投保人」所繳之保費的「保險期」內，對遭遇的任何受保事件，將按照「承保表」相關保障訂明的方式及上限作出賠償予「投保人」或倘「投保人」身故則賠償予「投保人」的法定遺產代理人。

保障

以下各項計劃及保障必須於「承保表」內訂明為有效，方為適用。除非另行說明及根據有關任何章節作出責任限制，最高賠償額如下表所示，惟須受「本保單」條款、不承保事項與條件約束。

保障項目表

章節	保障項目	每位「家庭傭工」最高賠償額（港元）		
		基本計劃	標準計劃	優進計劃
1	**僱員補償保障**	每宗事故 $100,000,000	每宗事故 $100,000,000	每宗事故 $100,000,000
2	**門診費用** 分項限額： - 中醫及物理治療	不適用	每個保單年度 $3,000 每日診症一次及每次 $200 每個保單年度 $600 每日診症一次及每次 $120	每個保單年度 $4,000 每日診症一次及每次 $200 每個保單年度 $700 每日診症一次及每次 $150
3	**手術及住院費用** 分項限額： - 住院費及住院雜項費用 - 外科手術費 - 麻醉師費用 - 手術室費用（包括日間手術）	不適用	每個保單年度 $25,000 每日 $350 每次手術 $15,000 外科手術費用賠償金額的 25% 外科手術費用賠償金額的 12.5%	每個保單年度 $30,000 每日 $350 每次手術 $20,000 外科手術費用賠償金額的 25% 外科手術費用賠償金額的 12.5%
4	**服務中斷保障** 從： - 住院日數起	不適用	每個保單年度 $5,000 每日 $250 第 4 日	每個保單年度 $6,000 每日 $300 第 1 日
5	**牙醫費用**	不適用	每個保單年度 $1,500 每次實際費用之三分二	每個保單年度 $1,500 每次實際費用之三分二
6	**個人意外保障**	不適用	不適用	每個保單年度 $100,000
7	**遣返原居地費用**	不適用	每個保單年度 $20,000	每個保單年度 $20,000
8	**補聘家傭費用**	不適用	每個保單年度 $5,000	每個保單年度 $10,000
9	**家傭忠誠責任保障** 分項限額： - 未經授權的電話通話費用	不適用	每個保單年度 $10,000 每個保單年度 $3,000	每個保單年度 $10,000 每個保單年度 $3,000
10	**更換及安裝大門門鎖或鐵閘鎖費用**	不適用	每個保單年度 $1,000	每個保單年度 $1,000
11	**自動延長保障期**	不適用	不適用	每年一次 每個保單年度 3 個月

12	**家庭成員受虐保障** - 輔導治療服務	不適用	每個保單年度 $10,000 每日診症一次及每次 $1,000	每個保單年度 $10,000 每日診症一次及每次 $1,000
13	**個人物品／金錢損失** 分項限額： - 個人物品 - 金錢 自負額	不適用	每個保單年度 $10,000 每件 $1,000 每項索賠 $3,000 每項索賠 $200	每個保單年度 $10,000 每件 $1,000 每項索賠 $3,000 每項索賠 $200
14	**家庭傭工責任保障**	不適用	每宗事故 $150,000	每宗事故 $150,000
自選保障				
1	**自選癌症及心臟病保障**			
	第二節）門診費用 第三節）手術及住院費用 第四節）服務中斷保障	不適用	受保 受保 受保	受保 受保 受保
2	**自選癌症及心臟病（升級）保障**			
	第二節）門診費用 第三節）手術及住院費用 分項限額： ▪ 住院費及住院雜項費用 ▪ 外科手術費 ▪ 麻醉師費用 ▪ 手術室費用（包括日間手術） 第四節）服務中斷保障	不適用	受保 每個保單年度 $95,000 每日 $350 每次手術 $15,000 外科手術費用賠償金額的 25% 外科手術費用賠償金額的 12.5% 受保	受保 每個保單年度 $100,000 每日 $350 每次手術 $20,000 外科手術費用賠償金額的 25% 外科手術費用賠償金額的 12.5% 受保
3	**自選門診費用（升級）保障** 分項限額： - 中醫及物理治療	不適用	每個保單年度 $5,000 每日診症一次及每次 $400 每個保單年度 $600 每日診症一次及每次 $120	每個保單年度 $6,000 每日診症一次及每次 $400 每個保單年度 $700 每日診症一次及每次 $150

詞彙解釋

「意外」是指：－
一宗意外事故或由單一事源引起的一連串意外事故。

「身體損傷」是指：－
即「家庭傭工」純粹和直接因意外、暴力、可見及外來因素並獨立於任何其他原因，而非因患病、疾病或逐步身體或精神損耗引致的身體損傷。

「中醫師」是指：—
根據「香港」《中醫藥條例》（第 549 章）下註冊及合資格的中醫師，但「閣下」或「閣下」之家屬除外。

「疾病」是指：－
「家庭傭工」在受僱於「閣下」期間因工作所感染的疾病。該感染期可能持續一段長時間，而部份時間可能會超逾本保險的保險期。

「家庭傭工」是指：－
合法受聘於「閣下」或「『閣下』家庭成員」並於「承保表」上所載的受保地點工作及符合本保單受保條件的家庭傭工。

「地理區域界限」是指：－
世界各地，美國及加拿大除外。

「香港」是指：－
中華人民共和國香港特別行政區。

「醫院」是指：－
指合法設立並領取合法醫院牌照的機構，主要服務包括向傷病者提供住院護理及治療服務，以及：－
(a) 備有有系統的設施以提供診斷、治療及進行主要手術；
(b) 由註冊護士每日 24 小時提供護理服務；
(c) 由一位或多位「註冊醫生」監督運作；及
(d) 並非為一間診所、療養所、戒酒或戒毒中心、護理院、療養院或復康中心或老人院或作近似用途的地方。

「金錢」是指：—
作社交用途或自用的現金、支票、郵政匯票、銀行本票、車船或飛機票、存款證、通用郵票、禮券、八達通卡／八達通手錶或任何儲值裝置或電子貨幣（包括因搶劫或盜竊後被他人盜用八達通卡／八達通手錶或任何儲值裝置或電子貨幣而引致的損失）。

「噪音所致的失聰」是指：－
「噪音所致的失聰」與「職業性失聰（補償）條例」（「香港」法例第 469 章）中相關詞語同義。

「伴侶」是指：—
與「閣下」以等同於婚姻的關係一起生活的人，不論同性或異性。

「保險期」是指：－
指「承保表」訂明、「本公司」已同意接受而「閣下」已繳付或同意繳付適當保費的保險期限。

「個人物品」是指：—
屬於「家庭傭工」，特別供個人穿戴的物品，但不包括：
a) 其他保險單特定註明承保的財物；
b) 流動 ／ 手提無線電訊器材，例如流動 ／手提電話、傳呼機，平板或手提電腦；
c) 隱形眼鏡、假牙、義肢；
d) 珠寶、黃金、銀或其他貴重金屬、腕錶（八達通手錶除外）、攝影器材（包括手提攝錄機）、望遠鏡、皮草、樂器 （鋼琴除外）；
e) 使用中的運動服裝及裝備；
f) 食物和飲品。

「物理治療師」或「牙醫」或「脊醫」是指：—
根據「香港」法例正式註冊及合資格的物理治療師/ 牙醫/ 脊醫，但「閣下」或「閣下」之家屬除外。

「肺塵埃沉著病及間皮瘤」是指：－
「肺塵埃沉著病」及「間皮瘤」與「肺塵埃沉著病及間皮瘤（補償）條例」（「香港」法例第 360 章）中相關詞語同義。

「註冊醫生」是指：－
根據「香港」或意外發生後接受治療之國家地區法例正式註冊及合資格的西醫，但「閣下」或「閣下」之家屬除外。

「承保表」是指：－
一份載有「閣下」、「閣下」之「家庭傭工」及其保險內容等詳細資料的文件。「承保表」是「本保單」的一部份。

「條例」是指：－
「僱員補償條例」（「香港」法律第 282 條）。

「我們」／「本公司」是指：－
三井住友海上火災保險（香港）有限公司。（其中「我們的」是「我們」定義下之所有格名詞）

「閣下」／「投保人」是指：－
列於「承保表」內的保單持有人。（其中「閣下的／閣下之」是「閣下」定義下之所有格名詞）

「『閣下』家庭成員」是指：－
與「閣下」一起居住於「承保表」所列明之受僱地點之配偶、子女、父母及家屬。

本保單一般不承保事項

「我們」不承保任何可直接或間接歸因於下列結果的任何事故：
1. 不論在清醒與否的情況下的自毀受傷或自殺（不論重罪與否）或任何類似的嘗試行為；
2. 分娩、懷孕、流產、墮胎或全部有關的併發症，儘管此等事故可能因意外而被加速或誘發；
3. 因服用或使用未經法定認可的「註冊醫生」處方的酒精、麻醉劑或藥物引起的中毒和有關於毒癮或酗酒的治療；

4. 人類免疫缺陷病毒（HIV）及/或任何與 HIV 有關的疾病，包括愛滋病（AIDS）及/或任何由其引致的突變或衍生的變異情況；
5. 「家庭傭工」在本保險單起保前為已存在的疾病而接受的治療、診斷、諮詢或處方藥物。對於第二、三、四及五節，「家庭傭工」在其保險起保前遭受的「身體損傷」、患病或疾病及在其保險起保前連續 3 個月內接受的醫療診治將不獲保險保障。若該「身體損傷」、患病或疾病在「家庭傭工」保險起保後連續 3 個月內並無醫療診治，則上述各項的保障將隨之生效；
6. 除非在「承保表」中另有訂明或在基本計劃下的本地「家庭傭工」，否則本保險單將不會為在「保險期」內年齡小於 16 歲或大於 65 歲的任何「家庭傭工」提供保障。

本保單並不承保因以下事故而直接或間接導致或引致或與以下事故相關之死亡、傷殘、損失、損害、損毀、任何法律責任、費用或開支，並包括任何性質之間接損失，不論此等損失乃同時或以任何其他次序由任何其他事故或事件所引致了亦然：

7. **戰爭及恐怖活動風險**
   (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：
   任何人士（人等）或團體因政治、宗教、意識形態或類似目的透過以下方式表示或以其他方式，及/或令公眾或任何公眾組別恐慌：
   - 使用或以武力、暴力威脅及/或
   - 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/或生物劑污染；或

   (c) 採取任何行動控制、阻止或壓制或以任何方式控制、阻止或壓制與上述 (a) 或 (b) 條有關之行動。

   特此指出上述 7(b) 所提及的「恐怖活動」不承保條款並不適用於第一節「僱員賠償保障」。「本公司」可按市場變化修訂本規定，並給予「閣下」 7 天通知期。

8. **輻射污染、化學、生物、生化或電磁武器**
   (a) 任何核子燃料、核子廢料或核子燃料燃燒造成的電離子輻射或放射性污染；
   (b) 任何核子裝置、反應器或其他核子機組或其核子元件之輻射性、毒性、爆炸性或其他危險性或污染物質；
   (c) 任何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之武器或裝置；
   (d) 任何輻射物質造成之輻射性、毒性、爆炸性或其他危險或污染物質。當輻射同位素正在預備、預置、運載、儲存或使用於商業、農業、醫療、科技或其他類似的和平用途時，則本項之不承保範圍並不包括該等輻射同位素，惟核子燃料除外；
   (e) 任何化學、生物、生化或電磁武器。

9. **石棉之不承保條款**
   (a) 石棉；或
   (b) 任何涉及石棉的使用、存在、出現、發現、清除、消除，又或因避免石棉、接觸石棉或可能接觸石棉所導致的實際或據報身體損傷或損毀。

(A160) 2019 冠狀病毒病（COVID-19）／大流行病不承保條款（只適用於人身意外章節）

儘管有任何相反的條款，本保單並不承保任何因以下事項而直接或間接導致或造成或與其相關或以任何方式涉及而引起之任何損失、損壞、責任、費用、罰款、刑罰或任何其他金額，包括任何恐懼或威脅，不論是實在的或感覺到的：
(a) 冠狀病毒（COVID-19），包括其任何突變或變異； 或
(b) 世界衛生組織或任何政府機構宣布的大流行病或流行病。

制裁限制之不承保條款

如本保單所提供的保障或支付的任何賠款涉及聯合國決議的任何制裁、禁令或限制，或歐盟、英國或美國所作出的貿易或經濟制裁或法規及/或任何其他適用之國家經濟或貿易制裁或法規，「本公司」將視其為本保單的不承保事項，因而不會承擔支付任何索償或提供任何保障的責任。

如「本公司」基於以上不承保事項之規定而認為任何損失、損毀、費用或開支不屬於本保單之保障範圍，則提供反證之責任須由「閣下」承擔。

第一節）僱員補償保障

倘任何直接受僱於「投保人」的「家庭傭工」，在「保險期」內及受僱期間於「地理區域界限」內因工作發生「意外」或患上「疾病」引致「身體損傷」或死亡。

「本公司」將按保單賠償限額及載於或批註於本保單的不承保事項及條款（全部以下統稱為「本保單條款」），根據「條例」及獨立於「條例」，就此等「身體損傷」或死亡，賠償投保人的法律責任，支付索賠者的法律費用及有關開支，以及賠償投保人或承擔在「本公司」書面同意下代表「投保人」所需的法律費用及有關開支。

惟「保險期」內或「保險期」之後條例有任何變更而改變了根據條例「投保人」需承擔的法律責任，「本公司」根據本保單所需承擔的責任將只限於條例未經改動時「本公司」需支付的金額。

倘「投保人」身故，「本公司」會就「投保人」招致的責任按本保單條款賠償予「投保人」的法定遺產代理人。惟該等法定遺產代理人必須如「投保人」一樣在可予適用的範圍內遵守及履行本保單條款，並受該等條款限制，方可獲得賠償。

賠償限額

(a) 就本保單為「投保人」承保的任何「意外」或「疾病」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）總額上限為港幣 100,000,000 元，無論在同一次「意外」或「疾病」感染中可能導致或造成多少名「家庭傭工」「身體損傷」或死亡。

(b) 就「投保人」對「家庭傭工」於受僱期間（超過一段保單的「保險期」）感染「疾病」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「投保人」或其代表所引致的費用及開支），將不得超過該「家庭傭工」在受僱期間首次感染「疾病」時生效的保單所列的賠償限額；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「投保人」或其代表所引致的費用及開支），將以「投保人」就有關「疾病」所須承擔的責任比例為上限，即若該「家庭傭工」在本保單「保險期」內的受僱期間感染「疾病」，則須就有關「疾病」在整個受僱期作出賠償。

(c) 若任何「意外」或「疾病」導致「本公司」須向超過一名「投保人」作出賠償，「本公司」於 (a) 及 (b) 段所述之賠償限額則將為對所有「投保人」所作出的最高賠償總額。

(d) 就當發生任何足以就本保單作出索償的「意外」或「疾病」，「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」責任部份的全數款額（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。

恐怖活動條款 / 批單

即使本保單或其任何批單內有任何相反的規定，有關各方現協定，因任何恐怖主義行為或為控制、防止或遏止任何恐怖主義行為而採取的任何行動，或因在任何方面與任何恐怖主義行為有關而採取的任何行動，而直接或間接造成、引起或與之相關的意外或疾病，以致有任何身體損傷或死亡事故（「該傷亡事故」），不論是否有任何其他原因或事件同時或以任何其他先後次序造成「該傷亡事故」，在該情況下：

(a) 保單的賠償限額應為「本公司」依據其與「香港」政府（「港府」）所簽訂的《為恐怖主義風險而提供的財務安排協議》（「該財務安排協議」）的規定，從「港府」實際取得的款項。依據「該財務安排協議」，「港府」同意向「本公司」及其他獲准在「香港」經營僱員補償保險業務的直接保險公司提供財務安排，使保險公司能夠支付在僱員補償保單項下因恐怖主義事件導致的人命傷亡而提出的索償；
(b) 「本公司」在接獲 (i) 「港府」發出的批准書以確認「本公司」須付清索償及 (ii) 「港府」根據「該財務安排協議」下的款項後，始須支付賠款；及
(c) 為免生疑問，倘「本公司」基於任何理由（不論是否因為「港府」指稱「該傷亡事故」並不屬於「該財務安排協議」所涵蓋的範圍，或是否因為「本公司」違反「該財務安排協議」），沒有從「港府」收到「該財務安排協議」下的款項，則「本公司」毋須承擔支付賠款的責任。

就本批單而言，恐怖主義行為是指任何人（不論是單獨行事，還是代表或聯同任何組織或政府行事）為達到政治、宗教或意識形態的目的（包括意圖影響任何政府及/或使公眾或任何公眾組別陷入恐慌）而使用武力或暴力或其他手段的行為及/或以武力或暴力或通過其他手段作出威嚇的行為。

如「本公司」指稱該傷亡事故屬於本批單的保障範圍，則「投保人」須承擔提供反證之責任。

倘本批單的任何部分被裁定失效或不可強制執行，其餘條款仍具十足效力和作用。

除另作註明，否則本批單的用字和句語意義與本保單內所用的相同。

適用於第一節的不承保事項

「本公司」不會就下列情況作出賠償：

1. 任何「投保人」因經協議規定而須負擔的責任，指若沒有該項協議，「投保人」原本不應負擔的責任；
2. 「投保人」原應有權向其他一方追討，但該一方訂有協議以致未能獲得賠償的任何款項；
3. 因「肺塵埃沉著病或惡性間皮瘤」或「噪音所致的失聰」而引致的任何責任；
4. 對任何不屬於「條例」中界定為僱員者的任何責任；
5. 任何在「條例」或獨立於「條例」訂明「投保人」有責任繳付的逾期付款附加費、罰款、加重的損害賠償或懲罰性賠償；

6. 因「本公司」未有收到充分通知而未能讓「本公司」於法院或審裁處參與訴訟的任何「意外」損傷或「疾病」索償；
7. 在美國或加拿大因意外所蒙受的任何損傷或疾病感染。

第二節）門診費用

當「家庭傭工」因「身體損傷」或患上疾病而需要在診所接受治療，「本公司」將支付必須及合理的實際門診費用（扣除任何已獲賠償的總額或所有從其他來源獲取的賠償總額後），惟此等治療須由「註冊醫生」進行。

「本公司」亦將支付必須和合理的實際物理治療或中醫治療費用，惟此等治療須由「物理治療師」或「中醫師」進行。

在「保險期」內，本章節的最高賠償額將不高於「保障項目表」所列的最高賠償額。

適用於第二節之特別條款
由「脊醫」、職業治療師、針灸師（本節所列的「中醫師」除外）等人所收取的費用，須同時附有「註冊醫生」的轉介信或類似證明的情況下，才獲賠償。

第三節）手術及住院費用

「家庭傭工」如因「身體損傷」或患上疾病而需入住「醫院」接受外科手術或治療，「本公司」將支付必須及合理的實際費用。 。

此保障之承保保障包括日間手術。日間手術是指「家庭傭工」在診所或「醫院」內接受「註冊醫生」提供或囑咐進行而為醫療所需之所有外科手術程序及相關治療。日間手術保障不包括所有非外科手術程序及相關治療。

不論是住院或門診進行高級診斷成像，包括但不限於磁力共振掃描（MRI）、電腦斷層掃描（CT掃描）和正電子放射斷層掃描（PET掃描）等，將計算在其他醫院雜項費用一項中。

在「保險期」內，本章節的最高賠償額將不高於「保障項目表」所列的最高賠償額。

第四節）服務中斷保障

倘「家庭傭工」需住院接受手術或治療「身體損傷」或疾病，以致「投保人」在「保險期」內喪失或中斷其「家傭服務，「本公司」將按「保障項目表」所列的住院日數起支付賠償。 。

在「保險期」內，本章節的最高賠償額將不高於「保障項目表」所列的最高賠償額。

適用於第二至四節的不承保事項
「本公司」不承保任何直接或間接可歸因於下列情況的任何事故：
1. 精神或心理病或精神錯亂、性病、先天性異常或畸形、不育、不孕、心臟病或癌病；
2. 療養或體格檢查；
3. 美容或整形手術，惟本保單保障範圍內因受傷而引致之矯形手術則除外；
4. 疫苗注射、免疫注射、注射或預防藥品；
5. 在「香港」境外的受傷或患病事故。

第五節）牙醫費用

在「保險期」間，當「家庭傭工」因牙齒疾患，包括口腔外科手術、治療膿腫、X光診斷、拔牙或補牙而需接受由持有法定資格的註冊牙醫所提供的治療，「本公司」將支付必須及合理的實際費用的三分之二。

在「保險期」內，本章節的最高賠償額將不高於「保障項目表」所列的最高賠償額。

適用於第五節的不承保事項
「本公司」不承保任何直接或間接可歸因於下列情況的任何事故：
1. 任何例行檢查、洗牙、磨牙或鑲裝牙冠；
2. 任何鑲裝牙橋、牙箍及假牙之費用；
3. 在「香港」境外進行的任何牙科治療。

等候期

第二節）門診費用、第三節）手術及住院費用、第四節）服務中斷保障及第五節）牙醫費用均受制於由保險生效日起計的 14 天等候期，每名「家庭傭工」在此段期間均不獲以上各項保障的賠償。

第六節） 個人意外保障

倘「家庭傭工」在其休假期間及「保險期」內受傷，而該受傷不為「條例」保障及在意外發生後 12 個月內導致其意外死亡或永久完全傷殘，「本公司」將作出以下賠償：

保障項目	最高賠償額的百分率
意外死亡	100%
喪失兩肢或以上肢體或永久喪失其功能	100%
雙目失明	100%
喪失一肢肢體或永久喪失其功能及單目失明	100%
喪失一肢肢體或永久喪失其功能	50%
單目失明	50%

喪失肢體是指喪失自手腕或腳踝以上之肢體或完全及永久地喪失手掌、手臂、腳掌或腿部之功能。

失明是指完全及永久地喪失視力。

在「保險期」內，本章節的最高賠償額將不高於「保障項目表」所列的最高賠償額。

就「家庭傭工」傷殘而引致的任何索賠，將支付予該名「家庭傭工」。

就「家庭傭工」死亡而引致的任何索賠，將支付予該名「家庭傭工」的個人法律代表。

適用於第六節的不承保事項

「本公司」不承保任何直接或間接可歸因於下列情況的任何事故：

1. 受保「家庭傭工」在休假日以外蒙受「身體損傷」；
2. 「家庭傭工」從事或駕駛或乘坐任何競賽或任何需使用呼吸器具的水底活動；
3. 在「香港」境外的受傷或患病事故。

第七節）遣返原居地費用

「本公司」會就以下情況和條件向「投保人」在「家庭傭工」受僱期屆滿前須履行遣送「家庭傭工」的合約責任，賠償有關遣送「家庭傭工」或他/她的遺體返回原居地的必須及合理的實際費用：

(a) 「家庭傭工」因患上嚴重疾病或嚴重「身體損傷」並經由「註冊醫生」證明其健康狀況不宜繼續受聘至完成「投保人」的僱傭合約期，惟此等遣返須採用預定航班（經濟客位）及包括任何往返機場的救護車轉移運輸費用；
(b) 因「家庭傭工」身故及此等遣返費用應包括剖驗遺體和運送遺體回其原居地最近下葬地點的機場的費用。

在「保險期」內，本章節的最高賠償額將不高於「保障項目表」所列的最高賠償額。

第八節）補聘家傭費用

如「投保人」於本保單第七節「遣返原居地費用」所述之情況下遣返現有「家庭傭工」或他/她的遺體回原居地，除可獲遣送費用賠償外，「本公司」將支付「閣下」因重新聘請「家庭傭工」所需的必須及合理的實際費用（傭工薪金除外）。

在「保險期」內，本章節的最高賠償額將不高於「保障項目表」所列的最高賠償額。

適用於第七及八節的不承保事項

任何由「香港」以外的地方出發的遺體遣返或運輸，「本公司」概不負責。

第九節）家傭忠誠責任保障

「本公司」將根據以下條件賠償「投保人」因「家庭傭工」犯上欺詐或不誠實行為及未經授權的電話通話費用而導致的金錢損失：

(a) 該等欺詐或不誠實行為必須在「保險期」內發生；
(b) 該等欺詐或不誠實行為必須在「保險期」內或保單期滿後 30 天內或在有關「家庭傭工」於死亡、解僱或僱員合約期滿後的 30 天內被發現，以最先發生者為準；

(c) 任何「投保人」本應給付「家庭傭工」的款項應從賠償金額中扣除；
(d) 在發現欺詐或不誠實行為後之 24 小時內向警方報告；
(e) 「投保人」有責任證明他/她的金錢損失是直接由「家庭傭工」的欺詐或不誠實行為所引致。

在「保險期」內，本章節的最高賠償額將不高於「保障項目表」所列的最高賠償額。

第十節）更換及安裝大門門鎖或鐵閘鎖費用

「本公司」將支付於「保險期」內，因下列原因而終止「家庭傭工」的僱傭合約後，用於更換及安裝主要門鎖或鐵閘鎖的必須及合理的實際費用：

(a) 如「投保人」根據本保單第九節「家傭忠誠責任保障」所述之情況下，發現「家庭傭工」的不忠行為並獲得賠償；或
(b) 如「投保人」根據本保單第七節「遣返原居地費用」所述之情況下，因「家庭傭工」患上嚴重疾病或嚴重「身體損傷」或死亡而被遣返並獲得賠償。

惟大門門鎖或鐵閘鎖的更換及安裝必須於合約終止後 7 天內進行，並必須向「本公司」提供合約終止的足夠證明文件及警察報告（(a)項）或醫療報告（(b)項）。

在「保險期」內，本章節的最高賠償額將不高於「保障項目表」所列的最高賠償額。

第十一節）自動延長保障期

如在「保險期」內終止與「家庭傭工」的僱用合約，本保單的保障期將會自動延長相等於「投保人」沒有此「家庭傭工」服務的時間。

延長保障期的計算應從終止現時「家庭傭工」的僱用合約之日期起，直到新聘家庭僱傭的首天受僱日為止。

在「保險期」內，每年可根據本節延長保障期不多於一次，而每次延長保障期則以最長 3 個月為限。

「投保人」需向「本公司」提供與現時「家庭傭工」終止僱傭合約的証明，並向「本公司」申報現時「家庭傭工」終止僱傭合約的日期和新聘家庭僱工的首天受僱日期。

終止現時「家庭傭工」的僱傭合約和及後更換之家庭僱工必須在「保險期」內，自動延長保障期才會生效。

第十二節）家庭成員受虐保障

倘「閣下」或「『閣下』家庭成員」因「家庭傭工」的故意惡意行為而蒙受「身體損傷」，「本公司」將支付因治療該「身體損傷」而引致的必須及合理的實際醫療費用，惟此等治療須由「註冊醫生」進行，而該事故必須向警方報案及附交醫療報告。

如「閣下」或「『閣下』家庭成員」因該事故獲本保單賠償，並同時直接因該「身體損傷」而被「註冊醫生」診斷罹患創傷後壓力症，因而需要接受精神科註冊醫生或註冊臨床心理學家的輔導治療服務，則「本公司」將根據所出示之有關收據，支付由「閣下」或「『閣下』家庭成員」「身體損傷」日期起計 6個月內就以上輔導治療服務而引致的必須及合理的實際醫療費用或開支。

在「保險期」內，本章節就「閣下」及所有「『閣下』家庭成員」作出的最高賠償額將不高於保障項目表所列的最高賠償額。

第十三節）個人物品／金錢損失

在受保期內，「本公司」會賠償「家庭傭工」在受僱期間於香港因意外損失或損毀的「個人物品」及「金錢」損失。

在「保險期」內，本章節的最高賠償額將不高於「保障項目表」所列的最高賠償額。

適用於第十三節的不承保事項
「本公司」不會就下列情況作出賠償：
1. 每宗索償的首港幣200 元；
2. 任何因損耗、折舊、逐漸變壞、蟲害、發霉、凹痕、刮痕、氣候變化、光合作用、加熱過程、清潔、維修、修復、機械或電器故障、使用不當、設計或手工欠佳的損毀或損失；
3. 任何原因未明的損失，或因錯漏引致的損失或貶值；
4. 任何由「家庭傭工」攜帶但不屬於其個人之金錢的損失；
5. 任何遺留或於無人照管下放置在公共交通工具或其他任何種類的車輛內或公共場所的金錢之損失；
6. 任何未於發現失竊後 24 小時內親身向警方報失的損失或損毀。

第十四節）家庭傭工責任保障

「本公司」將會就「閣下」的「家庭傭工」在保險期內及受僱於「閣下」及「『閣下』家庭成員」的工作期間因疏忽導致以下情況的法律責任作出賠償：

於「保險期」內在「地理區域界限」內引致他人：
(i) 意外死亡或身體受傷，包括患病；
(ii) 財物意外損失或損毀。

此外，「本公司」亦會支付任何索償人向「閣下」及／或「閣下」的「家庭傭工」追討的法律費用及開支，以及經「本公司」書面同意的所有費用及開支。

在「保險期」內，本章節的最高賠償額將不高於「保障項目表」所列的最高賠償額。

適用於第十四節的不承保事項
「本公司」不會就下列情況作出賠償：
1. 「閣下」或「『閣下』家庭成員」或任何為其服務之人士的身體受傷；
2. 「閣下」或「『閣下』家庭成員」或任何為其服務之人士擁有、保管或控制的財物損失或損毀；
3. 協議支付賠償或其他款項（除非即使不訂立協議，有關責任亦會存在）；
4. 擁有、管有、駕駛或使用機動車輛、飛機（包括無人機）、船隻、升降機或扶手電梯；
5. 任何魯莽、蓄意、惡意、刑事或非法行為，以導致受保財物蒙受任何損失或損毀，或導致他人身體受傷而招致責任或因此等行為招致任何其他責任。
6. 罰款、刑罰、處分或懲戒性損失。

自選保障

一）自選癌症及心臟病保障

本保單的第二節）門診費用、第三節）手術及住院費用及第四節）服務中斷保障將延伸保障直接或間接可歸因於癌症及心臟病的事故。

每名「家庭傭工」須接受由保險生效日起計 90 天的等候期，在此等候期被診斷之心臟病或癌症或出現相關徵狀或病徵均不獲以上各項保障的賠償。

二）自選癌症及心臟病（升級）保障

本保單的第二節）門診費用、第三節）手術及住院費用及第四節）服務中斷保障將延伸保障直接或間接可歸因於癌症及心臟病的事故。

在「保險期」內，每名「家庭傭工」就「本保單」第三節）手術及住院費用的最高賠償額將會每年額外增加港幣70,000元 至「保障項目表」本保障所列的最高賠償額。而第二節）門診費用及第四節）服務中斷保障的最高賠償額則維持不變。

每名「家庭傭工」須接受由保險生效日起計 90 天的等候期，在此等候期被診斷之心臟病或癌症或出現相關徵狀或病徵均不獲以上各項保障的賠償。

三）自選門診費用（升級）保障

在「保險期」內，本保單的第二節）門診費用保障將提高至「保障項目表」本保障所列的最高賠償額。

一般條款

1. **履行責任**
「閣下」及「閣下」的代表須適當地遵守及履行本保單的條款、條件及不承保事項，此乃「本公司」根據本保單承擔賠償責任的先決條件。

2. **通知**
任何有關本保單的通知或溝通，「投保人」必須以書面通知「本公司」。而「本公司」向「投保人」的通知或通訊，亦會以書面發送到「承保表」列明的地址。

3. **司法管轄條款**
如任何法院對「投保人」作出裁決，而此等裁決並非首先由「香港」具司法管轄權的法院發出或頒令，「本公司」毋須承擔賠償責任。此外，如「香港」法院以相互協議或其他方式發出命令強制執行「香港」境外法院的裁決，亦不適用於本保單。

4. **有權追回款項條款**
倘若「條例」規定「本公司」須賠償某一筆款項，而該筆款項根據本保單實毋須由「本公司」負責，則「投保人」應向「本公司」還付該筆款項。

5. **預防損失**
「投保人」和「家庭傭工」需採取所有合理步驟以預防意外及疾病及必須遵從所有法定條例。

6. **詐騙**
任何根據本保單所提出之索償，如當中涉及任何詐騙或詐騙手段藉此獲得本保單之賠償，「本公司」將不會就該索償作出賠償。

7. **權益轉讓**
除非獲得到「本公司」的書面同意及批准，否則任何與本保單相關之權益轉讓均不會對「本公司」扣成約束。

8. **風險變化**
在本保單的「保險期」內，倘若「投保人」知悉任何影響本保單的重要事實，包括影響「家庭傭工」的任何疾病、身體或精神缺陷或殘疾，「投保人」須立即以書面通知「本公司」。

9. **「家庭傭工」的變更**
在「保險期」內，倘有任何新聘用的「家庭傭工」取代保單「承保表」上原有的「家庭傭工」，該新聘用的「家庭傭工」均可享有與原有「家庭傭工」相同的保障，惟須扣減「本公司」因原有「家庭傭工」所招致的損失或損毀而需賠償的金額。

10. **索償條件**

(a) 索償通知

「投保人」必須盡快通知「本公司」所有索償或可能導致索償事件，及必須於事發後 30 天內以書面向「本公司」提交詳細的情況。

所有費用需先由「投保人」支付及其後將相關發票和收據之正本連同索償表格遞交「本公司」，以賠償有關的開支。

如「投保人」獲悉任何即將展開起訴、調查或死因調查，必須立刻通知「本公司」。如「投保人」收到任何告票、法院傳票、控告，應將所有涉及索償的書信或文件送交「本公司」。

(b) 索償責任

「本公司」可酌情接手處理，並會通知「投保人」會以「投保人」的名義抗辯、和解或處理任何索償。在此情況下：

(i) 「投保人」須按「本公司」要求提供一切有關資料及協助，並將有關文件及其他紀錄按時送交「本公司」，以便進行抗辯、和解或處理任何索償；及

(ii) 未經「本公司」書面同意前，「投保人」不得在任何與該索償相關的要求或訴訟中，支付或承諾支付或達成任何和解協議。

(c) 多重保險（不適用於第六節 - 個人意外保障）

如提出任何索償時，已有任何其他保險、現有計劃、政府計劃及醫療保障計劃為本保單的任何受保人士提供賠償，「本公司」將不會按比例分擔任何損失。按保單的責任限制，「本公司」只會支付到目前為止沒有任何其他保障計劃及保險賠償的金額。

(d) 豁免索償

「投保人」若按此保單就任何事故所引致的責任獲得賠償後，同時亦能就該事故向其他人提出索償，則「投保人」不可與任何人達成任何協議，以豁免該索償或使該索償受任何限制或限定。

(e) 代位求償權

對於按此「投保人」可獲賠償的任何責任，「本公司」有酌情權以「投保人」名義就任何損失、費用、賠償、攤賠或其他索償，對任何可能須對「投保人」負責之人提起訴訟；並可全權酌情執行任何該等程序及對該類索償進行和解。「投保人」須提供「本公司」不時所需資料及協助，並簽發任何所需文件以授權本公司行使該項權利。因行使該項權利而討回的任何金錢應為「本公司」的利益並用以償還「本公司」就任何索償所支付的金額包括「本公司」已付或作出的任何費用及開支，以及因執行該追討行動所作出的費用及開支。

11. **損失證明**
「本公司」按本保單承擔任何責任的先決條件是「投保人」須自費並根據「本公司」指定的格式及性質向「本公司」遞交「本公司」不時合理地要求的證明書、資料及證據。「本公司」亦可在合理的通知下要求「投保人」為「家庭傭工」不時接受身體檢查，有關費用由「本公司」支付，或若屬身故情況，經合理知會該「家庭傭工」的法定遺產代理人後進行驗屍。

「家庭傭工」的身故應由官方發出的死亡證明書證實。

12. **取消保單**
「本公司」可向「閣下」發出 7 天事前書面通知取消本保單，通知書將以掛號信寄至「閣下」最後為「本公司」知悉的地址。於該情況下，「本公司」將按比例退回所有尚未使用的保費。

「閣下」亦可致函「本公司」取消本保單。於該情況下，「本公司」將根據短期比率退款，並會扣除最低保費港幣 500 元。如保費低於港幣 500 元 ，「閣下」將不獲退款。

13. 仲裁

倘若「本公司」拒絕向「閣下」作出賠償或對賠償金額存在任何爭議（統稱為「爭議」），有關「爭議」均依據現行《仲裁條例》（香港法例第 609 章）裁決。如有關人士未能就選擇仲裁員達成協議，仲裁員人選事宜將轉介現行香港國際仲裁中心主席裁決。「本公司」特此聲明，「閣下」必須首先取得仲裁決議，方可按本保單採取任何法律行動或提出訴訟。

若有關「爭議」未能於「本公司」拒絕賠償起 12 個月內按本仲裁條款提出仲裁，「閣下」會被視作完全放棄「閣下」的索償權，並不得在日後根據「本保單」重新提出索償。

14. 司法管轄管

本保單受「香港」專有司法裁判權管轄，並且根據「香港」法律詮釋。

15. 《合約（第三者權利）條例》之責任除外權

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）強制執行本保單的任何條款。

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iHelper Insurance Policy

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

This Policy and the Schedule 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 and declaration made by the Insured shall form the basis of this contract and are deemed to be incorporated herein. In consideration of the Insured has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as specified for such insurance, the Company will pay the Benefits to the Insured or in the case of death of the Insured to the Insured's legal personal representative in the manner and to the extent provided for in the respective Sections specified in the Schedule, in respect of events occurring during the Period of Insurance, or any subsequent period for which the Insured shall have paid and the Company shall have accepted the required Premium.

Benefits

Plans and sections contained hereunder are only applicable if it is shown as being operative in the Schedule. Unless otherwise stated and subject to any sub-limit as stated in any section, the maximum indemnity for the Period of Insurance is shown under the following table of Benefits, subject to the terms, exceptions and conditions of the Policy.

Table of Benefits

Section	Benefits	Maximum Limit per Domestic Helper (HKD)		
		Essential Plan	**Standard Plan**	**Enhanced Plan**
1	**Employees' Compensation Cover**	$100,000,000 per event	$100,000,000 per event	$100,000,000 per event
2	**Clinical Expenses** Sublimit: - Chinese medical practitioner and physiotherapist	Not applicable	$3,000 per year $200 per visit per day $600 per year $120 per visit per day	$4,000 per year $200 per visit per day $700 per year $150 per visit per day
3	**Surgical and Hospitalisation Expenses** Sublimit: - Room & board and other miscellaneous hospital charges - Surgeon's Fees - Anaesthetist fees - Operating theatre charges (Includes Day Care Surgery)	Not applicable	$25,000 per year $350 per day $15,000 per operation 25% of amount payable under surgeon's fees 12.5% of amount payable under surgeon's fees	$30,000 per year $350 per day $20,000 per operation 25% of amount payable under surgeon's fees 12.5% of amount payable under surgeon's fees
4	**Service Interruption** Commencing from: - The Confinement Day in a Hospital	Not applicable	$5,000 per year $250 per day 4th day	$6,000 per year $300 per day 1st day
5	**Dental Expenses**	Not applicable	$1,500 per year Two-thirds of actual expenses	$1,500 per year Two-thirds of actual expenses
6	**Personal Accident Benefit**	Not applicable	Not applicable	$100,000 per year
7	**Repatriation Expenses**	Not applicable	$20,000 per year	$20,000 per year
8	**Replacement Helper Expenses**	Not applicable	$5,000 per year	$10,000 per year
9	**Fidelity Guarantee** Sublimit: - Unauthorised Telephone Calls	Not applicable	$10,000 per year $3,000 per year	$10,000 per year $3,000 per year
10	**Replacement and Installation Cost of Main Door or Metal Gate Lock**	Not applicable	$1,000 per year	$1,000 per year

11	**Automatic Extension of Cover**	Not applicable	Not applicable	Max once a year Max period of extension: 3 months per year
12	**Medical Protection for Abuse of Your Family** - Including Trauma Counselling Expenses	Not applicable	$10,000 per year $1,000 per visit per day	$10,000 per year $1,000 per visit per day
13	**Personal Effects / Money** Sublimit: - Personal Effects - Money Excess	Not applicable	$10,000 per year $1,000 per item $3,000 per claim $200 per claim	$10,000 per year $1,000 per item $3,000 per claim $200 per claim
14	**Domestic Helper Liability**	Not applicable	$150,000 per event	$150,000 per event
Optional Cover				
1	**Cancer and Heart Disease**			
	Section 2 - Clinical Expenses Section 3 - Surgical and Hospitalisation Expenses Section 4 - Service Interruption	Not applicable	Covered Covered Covered	Covered Covered Covered
2	**Cancer and Heart Disease (Top-Up)**			
	Section 2 - Clinical Expenses Section 3 - Surgical and Hospitalisation Expenses Sub-limit: ▪ Room & board and other miscellaneous hospital charges ▪ Surgeon's Fees ▪ Anaesthetist fees ▪ Operating theatre charges (Includes Day Care Surgery) Section 4 - Service Interruption	Not applicable	Covered $95,000 per year $350 per day $15,000 per operation 25% of amount payable under surgeon's fees 12.5% of amount payable under surgeon's fees Covered	Covered $100,000 per year $350 per day $20,000 per operation 25% of amount payable under surgeon's fees 12.5% of amount payable under surgeon's fees Covered
3	**Clinical Expenses (Top-Up)** Sublimit: - Chinese medical practitioner and physiotherapist	Not applicable	$5,000 per year $400 per visit per day $600 per year $120 per visit per day	$6,000 per year $400 per visit per day $700 per year $150 per visit per day

Definitions

"Accident" means: -
an accident or a series of accidents arising out of one event.

"Bodily Injury" means: -
bodily injury to the Domestic Helper caused solely and directly from accidental external violent and visible means and which are independently of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

"Chinese Medicine Practitioner" means: -
a person other than You or your family members who is a practitioner duly qualified and legally registered under the Chinese Medicine Ordinance (Chapter 549) of Hong Kong to practise Chinese medicine in Hong Kong.

"Disease" means: -
a disease contracted by the Domestic Helper as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.

"Domestic Helper" means: -
the domestic helper(s) who is legally employed by You or Your Family for working at the Place of Employment stated in the Schedule and is eligible for and covered by the insurance provided in this Policy.

"Geographical Area" means:-
Worldwide excluding USA and Canada.

"Hong Kong" means: -
the 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:-
(a) has organised facilities for diagnosis, treatment and major surgery;
(b) provides 24 hours a day nursing services by registered nurses;
(c) is under the supervision of one or more Registered Medical Practitioners; and
(d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

"Money" means: -
cash, cheques, postal orders, bankers' drafts, travel tickets, saving certificates, current postage stamps, gift tokens, Octopus Card, Octopus watches, or any kind of electronic money (including losses due to unauthorised use of Octopus Cards/watches or any kind of stored-value devices or electronic money after robbery or theft) all held for social or domestic purposes.

"Noise-Induced Deafness" means: -
"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).

"**Partner**" means: -
someone with whom You live in a relationship equivalent to marriage, whether of the same or opposite gender.

"Period of Insurance" means: -
the period specified in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.

"**Personal Effects**" means: -
articles of personal use specifically designed to be worn or carried, belonging to your Domestic Helper, but excluding:

a) property more specifically insured under another insurance policy.
b) mobile / portable radio telecommunication equipment (e.g. mobile / portable telephones and pagers), tablet or laptop computers;
c) contact lenses, dentures, prostheses;
d) jewellery, items of gold, silver or other precious metals, items of crystal and precious stones, collection of stamps, coins or medals, watches (exclude Octopus watch), photographic equipment, binoculars, works of art, Chinaware, curios, furs, musical instruments (excluding pianos);
e) clothing and equipment used for sporting purposes while in use;
f) food and drinks.

"Physiotherapist" or **"Dentist"** or "**Chiropractor"** means:-
a person other than you or your family members who is a duly qualified and legally registered under the laws of Hong Kong to practise physiotherapy/ dental/ chiropractic services.

"Pneumoconiosis and Mesothelioma" means: -
"Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

"Registered Medical Practitioner" means: -
a person other than You or your family members who is a practitioner of western medicine duly qualified and legally registered as such under the laws of Hong Kong or the country in which the claim arises and where the treatment takes place.

"Schedule" means: -
the document containing details of You, your Domestic Helper and the insurance provided. The Schedule forms part of the Policy.

"The Ordinance" means: -
Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).

"We/Us/ the Company" means: -
MSIG Insurance (Hong Kong) Limited. (with "our" being the possessive noun for We as defined)

"You/The Insured" means: -
the policyholder named as the Insured in the Schedule. (with "your" being the possessive noun for You as defined)

"Your Family" means: -
Your spouse, Partner, children, parents and relatives normally living with You in the same premises as the Place of Employment stated in the Schedule.

General Exclusions applicable to ALL sections

We do not cover any event which is caused by directly or indirectly by or which results from: -

1. intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat whether sane or insane;

2. childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident;

3. intoxication by alcohol, narcotics or drugs not prescribed by a Registered Medical Practitioner and treatment in connection with drugs or alcohol;

4. Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof howsoever caused;

5. pre-existing condition for which the Domestic Helper had received medical treatment, diagnosis, consultation or prescribed drugs prior to this Period of Insurance. For the purpose of Sections 2, 3, 4 and 5, no benefits shall be payable for Bodily Injury, sickness or disease sustained prior to inception of the Domestic Helper's insurance and resulting in medical treatment received within 3 consecutive months immediately before inception of the Domestic Helper's insurance, it being understood that if no medical treatment is incurred on such Bodily Injury, sickness or disease within 3 consecutive months immediately after inception of the Domestic Helper's insurance, benefits under these Sections shall subsequently become effective;

6. unless otherwise agreed and specified in the Schedule or any local Domestic Helper under Essential Plan, no coverage shall be provided for anyone who is not aged between 16 and 65 during the Period of Insurance.

The insurance by this Policy excludes death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:-

7. War and Terrorism Risks

(a) war, invasion, act 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 person(s) or group(s) 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.

It is hereby noted that the terrorism exclusion mentioned under 7b) above does not apply to Section 1) EMPLOYEES' COMPENSATION COVER. The Company may amend this provision according to market changes by giving 7 days' notice to You.

8. Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons

(a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
(d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
(e) any chemical, biological, bio-chemical, or electromagnetic weapon.

9. Asbestos Exclusion Clause

(i) asbestos, or
(ii) 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.

<u>(A160) COVID-19/ Pandemics Exclusion (Applicable to Personal Accident Section only)</u>

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following – including any fear or threat thereof, whether actual or perceived – :
(a) Coronavirus (COVID-19) including any mutation or variation thereof; or
(b) Pandemic or epidemic, as declared as such by the World Health Organization or any governmental authority.

<u>Sanction Limitation and Exclusion Clause</u>

This Policy shall not be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)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, United States of America and/or any other applicable national economic or trade sanction law or regulations.

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

Section 1) EMPLOYEES' COMPENSATION COVER

If any Domestic Helper in the Insured's immediate employ shall sustain Bodily Injury or death by Accident or Disease occurring during the Period of Insurance within the Geographical Area and arising out of and in the course of his/her employment by the Insured.

THE COMPANY WILL subject to Policy Limit of Indemnity and to the terms exclusions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against his/her legal liability in respect of such Bodily Injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and 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 HK$100,000,000 irrespective of the number of Domestic Helper 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 Domestic Helper due to the nature of his/her employment with the Insured during a period that extends over more than one policy Period of Insurance:-
   (i) the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Domestic Helper's employment to which such Disease was due first affected the Domestic Helper, and
   (ii) subject to the limitation of paragraph (b)(i) hereof, the Company's indemnity to the Insured under this Policy including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Domestic Helper's period of employment falling within the Period of Insurance of this Policy bears to the total period of his/her employment to the nature of which such Disease was due.

(c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.

(d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

Terrorism Clause / Endorsement

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease (“the Loss”) directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss: -

(a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of Hong Kong (“the Government”) pursuant to an Agreement for Provision of Facility between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees’ compensation insurance business in Hong Kong a facility to enable them to meet claims under employees’ compensation insurance policies in respect of death and injury arising out of an event of terrorism (“the Facility Agreement”)*;

(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 organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

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

Words and phrases in this Endorsement shall have the same meaning as in the Policy.

Exclusions applicable to Section 1
The Company shall not be liable 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;
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 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;
7. any injury by accident or disease sustained in the USA or Canada.

Section 2) CLINICAL EXPENSES

In the event the Domestic Helper requires medical treatment from a clinic for Bodily Injury or sickness, the Company will pay the necessary and reasonable expenses actually incurred (after deduction of any sums recovered or recoverable from all other sources) , provided such treatment is received from a Registered Medical Practitioner.

The Company will also pay the necessary and reasonable expenses actually incurred for treatment by Physiotherapist or Chinese Medicine Practitioner , provided that such treatment is supported by receipts from a Physiotherapist or Chinese Medicine Practitioner.

Total maximum amount payable under this Section is up to the maximum limit as specified in the Table of Benefitsduring the Period of Insurance.

Special Condition for Section 2
The payment of charges from Chiropractors, occupational therapists, acupuncturists (other than Chinese Medical Practitioners in this Section) and the like is subject to the availability of a referral letter or similar certification from a Registered Medical Practitioner.

Section 3) SURGICAL AND HOSPITALISATION EXPENSES

In the event the Domestic Helper while being a patient is confined in a Hospital for surgery or treatment of Bodily Injury or sickness during the Period of Insurance, the Company will pay the necessary and reasonable expenses actually incurred.

This cover extends to include Day Care Surgery. Day Care Surgery means all medically necessary surgical procedures and related treatment provided by or on the order of a Registered Medical Practitioner to the Domestic Helper at a clinic or a Hospital. Day Care Surgery cover excludes all non-surgical procedures and related treatment.

Advanced diagnostic imaging, including but not limited to Magnetic Resonance Imaging (MRI), Computerized Tomography Scan (CT Scan) and Positron Emission Tomography Scan (PET Scan), performed either on an inpatient or outpatient basis will be covered under other miscellaneous hospital charges.

The maximum amount payable under this Section is up to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Section 4) SERVICE INTERRUPTION COVER

If the Domestic Helper is confined in a Hospital as an in-patient for surgery or treatment of Bodily Injury or sickness causing loss or interruption of service to the Insured during the Period of Insurance the Company will pay based on the commencing day of the confinement specified in the Table of Benefits.

The maximum amount payable under this Section is up to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Exclusions applicable to Section 2, Section 3 and Section 4
We do not cover any event which is caused directly or indirectly by or which results from: -

1. nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
2. rest-cure or physical check-up;
3. cosmetic or plastic surgery unless to correct an injury for which this Policy covers;
4. vaccinations, immunisation, injections or preventive medication;
5. outside the territorial limits of Hong Kong.

Section 5) DENTAL EXPENSES

In the event the Domestic Helper requires oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease during the Period of Insurance, the Company will pay two-thirds of the necessary and reasonable expenses actually incurred, provided such treatment is received from a Dentist.

The maximum amount payable under this Section is up to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Exclusions applicable to Section 5
We do not cover any event which is caused directly or indirectly by or which results from: -

1. any routine examination, scaling, polishing or cleaning and crowning;
2. cost of any bridges, braces and dentures;
3. outside the territorial limits of Hong Kong.

Waiting Period

A 14-day waiting period from the effective date of the insurance shall be applicable under Section 2) Clinical Expenses, Section 3) Surgical & Hospitalisation Expenses, Section 4) Service Interruption Cover and Section 5) Dental Expenses for each Domestic Helper during which no benefit shall be payable.

Section 6) PERSONAL ACCIDENT BENEFITS

In the event the Domestic Helper sustains Bodily Injury during his or her rest days and during the Period of Insurance and such Bodily Injury is not covered by the Ordinance resulting in accidental death or permanent disablement occurring within 12 months from the date of such accident, the following compensation shall be payable: -

Benefits	Percentage of the Indemnity
Accidental death	100%
Loss of or permanent total loss of use of two or more limbs	100%
Loss of sight of both eyes	100%
Loss of or permanent total loss of use of one limb and loss of sight of one eye	100%
Loss of or permanent total loss of use of one limb	50%
Loss of sight of one eye	50%

Loss of limb shall mean loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

Loss of sight shall mean total and irrecoverable loss of sight.

The maximum amount payable under this Section is up to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Any sums payable in respect of claims arising from the disability of the Domestic Helper shall be payable to the Domestic Helper.

Any claim arising from death of the Domestic Helper shall be payable to the Domestic Helper's legal personal representative.

Exclusions applicable to Section 6
We do not cover any event which is caused directly or indirectly by or which results from: -
1. Bodily Injury occurring outside the rest days of the Domestic Helper;
2. the Domestic Helper 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;
3. outside the territorial limits of Hong Kong.

Section 7) REPATRIATION EXPENSES

The Company will pay the necessary and reasonable expenses actually incurred in repatriating the Domestic Helper or his/her mortal remains to the country of residence for the Insured's contractual liability to repatriate the Domestic Helper before the expiry of the Domestic Helper's term of employment under the following circumstances and conditions: -

(a) in the event of serious sickness or Bodily Injury resulting in the Domestic Helper being certified by a Registered Medical Practitioner as medically unfit to complete the term of contract of employment with the Insured provided that such repatriation shall be on a scheduled flight (economy class) and such repatriation shall include any transportation costs for ambulance transfer to and from the airport.

(b) in the event of the Domestic Helper's death and such repatriation expenses shall include the Domestic Helper's post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in the country of residence.

The maximum amount payable under this Section is up to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Section 8) REPLACEMENT HELPER EXPENSES

The Company will pay the necessary and reasonable expenses (except salary) actually incurred by the Insured to employ a new domestic employee in the event that the Insured repatriates the Domestic Helper or returns his/her mortal remains to his/ her country of residence and a valid claim is payable under Section 7 "Repatriation Expenses" of this Policy.

The maximum amount payable under this Section is up to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Exclusion applicable to Section 7 & 8
The Company shall not be liable in respect of any repatriation or transportation of mortal remains originating outside Hong Kong.

Section 9) FIDELITY GUARANTEE COVER

The Company will pay the Insured's pecuniary loss directly resulting from the act of fraud or dishonesty and unauthorised telephone calls committed by the Domestic Helper 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 Domestic Helper, whichever is the sooner;
(c) moneys due by the Insured to the Domestic Helper shall be deducted from any amount otherwise payable under this Benefit;
(d) discovery of any act of fraud or dishonesty must be reported to the Police within 24 hours;
(e) it is the duty of the Insured to prove that his/her pecuniary loss is a direct result of the act of fraud or dishonesty committed by the Domestic Helper;

The maximum amount payable under this Section is up to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Section 10) REPLACEMENT AND INSTALLATION COST OF MAIN DOOR LOCK OR METAL GATE LOCK

The Company will pay the necessary and reasonable expenses actually incurred for the replacement and installation of main door lock or metal gate lock following the termination of employment contract with the Domestic Helper during the Period of Insurance due to: -

(a) discovery of any act of infidelity of the Domestic Helper and a valid claim is payable under Section 9 "Fidelity Guarantee Cover" of this Policy; or
(b) serious sickness or Bodily Injury or death of the Domestic Helper resulting in repatriation and a valid claim is payable under Section 7 "Repatriation Expenses" of this Policy

provided that the replacement and installation of the main door lock or metal gate lock must be undertaken within 7 days after the termination of employment contract and sufficient supporting documents of the termination of employment contract must be rendered and Police report (for (a)) or medical report (for (b)) must be provided to the Company.

The maximum amount payable under this Section is up to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Section 11) AUTOMATIC EXTENSION OF COVER

The cover under this Policy will be automatically extended for a period equivalent to the period during which the Insured has no domestic employee service provided by the Domestic Helper as a result of the termination of employment contract with the Domestic Helper during the Period of Insurance.

The period of extension shall be calculated from the date of termination of employment contract of an existing Domestic Helper to the date of employment of the first new domestic employee after such termination.

The maximum period of extension is 3 months per year during the Period of Insurance, and the extension of cover entitled under this Section shall not be executed more than once a year during the Period of Insurance.

The Insured shall provide the Company an evidence of termination of employment contract with the existing Domestic Helper and declare to the Company the date of termination of employment contract of the existing Domestic Helper and the date of employing the first new domestic employee.

The "Automatic Extension of Cover" benefit shall be effective only if the termination of employment of an existing Domestic Helper and the first replacement fall within the Period of Insurance.

Section 12) MEDICAL PROTECTION FOR ABUSE OF YOUR FAMILY

In the event that You or any member of Your Family sustains Bodily Injury caused by intentional malicious act of the Domestic Helper, the Company will pay the necessary and reasonable medical expenses actually incurred for the treatment of such Bodily Injury, provided that such treatment is received from a Registered Medical Practitioner, the incident must be reported to the Police and a medical report is filed.

The Company will also pay the necessary and reasonable medical expenses actually incurred within 6 months from the date of occurrence of Bodily Injury and supported by receipted accounts from a registered psychiatrist or registered clinical psychologist in respect of treatment for You or any member of Your Family diagnosed to be suffering from post-traumatic stress disorder by a Registered Medical Practitioner as a direct result of sustaining Bodily Injury for whom compensation is payable under this Section.

The maximum amount payable under this Section for all of You and You Family is up to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Section 13) PERSONAL EFFECTS / MONEY

The Company will pay for accidental loss of or damage to Personal Effects and Money of your Domestic Helper whilst such losses are occurring in Hong Kong while employed by the Insured during the Period of Insurance.

The maximum amount payable under this Section is up to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Exclusion applicable to Section 13
The Company shall not be liable under this Policy in respect of: -
1. the first HK$200 per each and every loss;

2. any loss or damage caused by wear and tear, depreciation, deterioration, insects, vermin, mildew, denting, scratching, atmospheric conditions, the action of light, any process of heating, cleaning, repairing, restoring, mechanical or electrical breakdown, misuse, faulty design or workmanship;
3. any loss resulting from unexplained disappearance, or shortage due to error or omission or depreciation in value;
4. any loss or damage of item or money not belonging to but being carried by the Domestic Helper;
5. any loss of item or money being left behind or unattended in a public transport or vehicle of any other kind or in public places;
6. any theft or robbery not reported to police within 24 hours of discovery.

Section 14) DOMESTIC HELPER LIABILITY

The Company will cover your Domestic Helper against all sums for which he or she becomes legally liable in respect of:

i) accidental death or bodily injury including illness of any person
ii) accidental loss of or damage to property

happening in connection with an accident and arising out of and in the course of his or her employment with You and/or Your Family occurring during the Period of Insurance and within the Geographical Area.

The Company will also pay the legal costs and expenses recoverable by any claimant from You and/or the Domestic Helper and all costs and expenses incurred with our written consent.

The maximum amount payable under this Section is up to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Exclusion applicable to Section 14
The Company shall not be liable under this Policy in respect of: -
1. bodily injury to You or Your Family or any person in the service of You or Your Family;
2. any loss of or damage to property belonging to or in the custody or control of You or Your Family or any person in the service of You or Your Family;
3. any agreement to make payment by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement;
4. the ownership, possession, driving or use of mechanically propelled vehicles, aircrafts (including drone), watercrafts, lifts or elevators;
5. any loss of property, bodily injury or liability arising from any reckless, wilful, malicious, criminal or unlawful act;
6. fines, penalties, punitive or exemplary damages.

OPTIONAL COVER

1) Optional Cover - Cancer and Heart Disease

This Policy is extended to provide cover under Section 2) Clinical Expenses, Section 3) Surgical and Hospitalisation Expenses and Section 4) Service Interruption for the event which is caused directly or indirectly by or which results from heart disease or cancer.

A 90-day waiting period from the effective date of this insurance for each Domestic Helper shall be applicable during which no benefit shall be payable to claim in relation to heart disease or cancer commenced or manifested within the waiting period.

2) Optional Cover - Cancer and Heart Disease (Top-Up)

This Policy is extended to provide cover under Section 2) Clinical Expenses, Section 3) Surgical and Hospitalisation Expenses and Section 4) Service Interruption for the event which is caused directly or indirectly by or which results from heart disease or cancer.

The maximum amount payable under Section 3) Surgical and Hospitalisation Expenses for each Domestic Helper is increased by $70,000 per year up to the maximum limit as specified in the Table of Benefits during Period of Insurance. The maximum amount payable for each Domestic Helper per year during Period of Insurance remains unchanged under Section 2) Clinical Expenses and Section 4) Service Interruption.

A 90-day waiting period from the effective date of this insurance for each Domestic Helper shall be applicable during which no benefit shall be payable to claim in relation to heart disease or cancer commenced or manifested within the waiting period.

3) Optional Cover - Clinical Expenses (Top-Up)

The maximum amount payable of Section 2) Clinical Expenses is increased to the maximum limit as specified in the Table of Benefits during the Period of Insurance.

Conditions

1. **Conditions Precedent**
   The due observance and fulfillment of the terms, conditions and exclusions of the Policy by You and your representative shall be conditions precedent to our liability to make payment or to provide indemnity under this Policy.

2. **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/her address specified in the Schedule.

3. **Jurisdiction Clause**
The indemnity provided by this Policy shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong nor to orders obtained in the said Court for the enforcement of judgments made outside Hong Kong whether by way of reciprocal agreement or otherwise.

4. **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.

5. **Prevention of Loss**
The Insured and the Domestic Helper shall take all reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.

6. **Fraud**
If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this Policy, the Company shall have no liability in respect of such a claim.

7. **Assignment**
No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed hereon.

8. **Change in Risk**
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 Domestic Helper.

9. **Change in Domestic Helper**
During the Period of Insurance, any new Domestic Helper replacing an existing Domestic Helper named in the Schedule shall be entitled to the same Benefits less any amount already paid in respect of loss or damage sustained by the existing Domestic Helper.

10. **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 submitted with the claim form to the Company for reimbursement.

The Insured shall also give the Company notice in writing immediately the Insured becomes aware of any intention to prosecute the Insured any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter claim writ summons and process shall be forwarded to the Company immediately on receipt.

(b) Claims Control by the Company

The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In that event:-

(i) the Insured shall provide all such information and assistance 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) Multiple Coverage (Not applicable to Section 6 "Personal Accident Benefits")

If at the time any claim arises under this Policy there be any other insurance, existing scheme, government program and medical program indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other sources.

(d) Waiver of Claims

The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.

(e) Subrogation

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured regarding 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.

11. Proof of Loss

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

Death of the Domestic Helper shall be established by an official death certificate.

12. Cancellation

The Company may cancel this Policy by sending 7 days' notice by registered letter to your last known address and We will refund to You the proportionate part of any premium paid in respect of the unexpired Period of Insurance.

You may at any time cancel this Policy by delivering to Us a notice in writing whereupon We shall refund to You the unused part of any premium paid in respect of the unexpired Period of Insurance calculated at the customary short period rate subject to a minimum premium of $500. You will not be eligible for a refund if the premium is less than $500.

13. Arbitration

If the Company shall disclaim policy liability or there is any dispute as to the amount to be paid under this Policy (collectively known as “the Dispute”), the Dispute shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong) as amended from time to time. 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.

If the Dispute shall not within 12 months from the date of disclaimer or the date of rejection of the claim have been referred to arbitration under the provisions herein contained, then such claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

14. Governing Law

This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

15. Exclusion of Rights under Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.