



安盛

Domestic Helper Insurance

家傭保險

**SmartHelper Plus**  
**「卓越」豐盛優傭樂**

Policy Wording

保單內文

# SmartHelper Plus

## Policy coverage attaching to and forming part of Policy of Insurance

Welcome to Your AXA General Insurance Hong Kong Limited **SmartHelper Plus** Insurance Policy.

Your Policy consists of

- the Policy wording in this jacket
- the Policy Schedule
- the Endorsement (if any)

Your Policy Schedule shows

- details of Your cover
- the Period of Insurance
- Sum Insured
- any special terms that may apply to Your Policy

The policy application/The policy application form and declaration made by you shall form the basis of this contract and are deemed to be incorporated herein. In consideration of the fact that 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 subject to terms, conditions and exclusions of this Policy, 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.

Please read this jacket together with Your Policy Schedule to make sure You know what cover is provided.

If You require more cover or different cover, please contact AXA General Insurance Customer Hotline at 2523 3061.

## PART I SUMMARY OF BENEFITS

| Benefits  | Maximum Limit(HKD)                             |  |
|---|--|--|
|   | Foreign Domestic Helper Comprehensive Plan     | Local Domestic Helper Plan/ Postnatal Care Helper Plan |
| Type of helper  | Foreign Domestic Helper                        | Local Domestic Helper/ Postnatal Care Helper           |
| <b>Section 1 Employees' Compensation</b>                                      |  |  |
| Maximum Limit per Insured Helper  | 100,000,000 per event                          | 100,000,000 per event                                  |
| <b>Section 2 Hospital and Surgical Expenses</b>                               |  |  |
| Maximum Limit per Insured Helper  | 30,000 per Policy Year                         | Not applicable   |
| Sublimit:   |  |  |
| - Room and board and other inpatient miscellaneous hospital services expenses | 350 per day                                    | Not applicable   |
| - Surgical Costs with hospital confinement per operation                      | 15,000 per operation                           | Not applicable   |
| - Day Surgery   | 5,000 per Policy Year                          | Not applicable   |
| <b>Section 3 Clinical Expenses</b>  |  |  |
| Maximum Limit per Insured Helper  | 3,600 per Policy Year<br>180 per visit per day | Not applicable   |
| Sublimit:   |  |  |
| Bonesetter  | 500 per Policy Year<br>100 per visit per day   | Not applicable   |
| <b>Section 4 Dental Expenses</b>  |  |  |
| Maximum Limit per Insured Helper  | 2,500 per Policy Year<br>200 per visit per day | Not applicable   |
| <b>Section 5 Personal Accident</b>  |  |  |
| Maximum Limit per Insured Helper  | 100,000 per Policy Year                        | Not applicable   |
| <b>Section 6 Repatriation Expenses</b>  |  |  |
| Maximum Limit per Insured Helper  | 20,000 per Policy Year                         | Not applicable   |
| <b>Section 7 Replacement Cost</b>   |  |  |
| Maximum Limit per Insured Helper  | 8,000 per Policy Year                          | Not applicable   |
| Sublimit:   |  |  |
| a) Sudden leave of the Insured Helper without notice                          | 1,000 per Policy Year                          | Not applicable   |
| b) Early termination of employment contract                                   | 1,000 per Policy Year                          |  |
| c) Malicious act or negligence of Insured Helper                              | 8,000 per Policy Year                          |  |
| d) A valid claim under Section 9 - Helper Dishonesty Protection               | 8,000 per Policy Year                          |  |
| e) A valid claim under Section 6 - Repatriation Expenses                      | 8,000 per Policy Year                          |  |

|  |                                      |                  |
|--|--------------------------------------|------------------|
| <b>Section 8 Service Interruption Allowance</b>  |                                      |                  |
| Maximum Limit per Insured Helper   | 6,000 per Policy Year<br>200 per day | Not applicable   |
| <b>Section 9 Helper Dishonesty Protection</b>  |                                      |                  |
| Maximum Limit per Insured Helper   | 8,000 per Policy Year                | Not applicable   |
| Sublimit:  |                                      |                  |
| a) Lock replacement  | 1,000 per Policy Year                |                  |
| <b>Section 10 Personal Liability</b>   |                                      |                  |
| Maximum Limit per Insured Helper   | 100,000 per event                    | 50,000 per event |
| <b>Section 11 Loan Protection</b>  |                                      |                  |
| Maximum Limit per Insured Helper   | 10,000 per Policy Year               | Not applicable   |
| <b>Section 12 24 - Hour Home Assistance Services</b>   |                                      |                  |
| a) Electrician referral<br>b) Plumber referral<br>c) Locksmith referral<br>d) House Call/Dental referral<br>e) Baby-sitting/Home Nursing referral<br>f) Pest Control/Cleaning Services referral<br>g) General repair on household items referral<br>h) Local domestic helper referral, postnatal care Hepler referral & foreign domestic Helper advisory service*<br>i) Air-conditioner engineer referral<br>j) Medical service provider referral<br>k) Free legal/arbitration referral service for dispute with helpers/employment agency<br>* Foreign Domestic Helper advisory service in the above means provision of information released by the Labour Department of Hong Kong SAR Government relating to Foreign Domestic Helpers. | Applicable                           | Not applicable   |
| <b>Optional Cover – Supplementary Medical (Critical Illness) Benefit</b>   |                                      |                  |
| Covered Diseases<br>a) Stroke<br>b) Coronary Artery By-pass Surgery<br>c) Cancer<br>d) Kidney Failure<br>e) Major Organ Transplantation<br>f) Multiple Sclerosis<br>g) Aorta Surgery/Heart Valve Replacement<br>h) Encephalitis<br>i) Bacterial Meningitis<br>j) Stone in the Urinary and Biliary Systems<br>Reimburse necessary medical treatment expenses in excess of the Maximum Limit payable under Section 2 Hospital and Surgical Expenses  | 70,000 per Policy Year               | Not applicable   |

## PART II DEFINITIONS

Certain words in the Policy have special meanings. These words have the same meaning wherever they are used in the Policy Schedule or this Policy. These are given below or defined at the appropriate Section(s).

|                            |   |
|----------------------------|---|
| <b>Accident/Accidental</b> | As referred to in the definition of Injury means a sudden unforeseen and fortuitous event.  |
| <b>Day Surgery</b>         | Refers to the use of a recovery facility by an Insured Helper on being admitted to a Hospital or clinic for a surgical procedure (but not for an overnight stay).   |
| <b>Insured Helper</b>      | <p><u>i) Foreign Domestic Helper</u><br/>Each foreign domestic employee named in the Policy Schedule who is legally employed by the Insured and is eligible for and covered by the insurance provided in this Policy. The foreign domestic helper and the Insured should enter into a standard Employment Contract (ID407 or other form as required) as specified by the Director of Immigration on/before the effective date of this Policy, having satisfied all criteria in the Guidebook for the Employment of Domestic Helpers from Abroad and/or relevant guidebooks, guidelines and requirements issued by the Immigration Department from time to time. The foreign domestic helper must hold a valid employment visa issued by the Hong Kong Immigration Department for the employment from the Insured and shall perform general daily household chores, excluding driving vehicles duty. The foreign domestic helper must not be related to You by blood.</p> <p><u>ii) Local Domestic Helper</u><br/>Any local domestic helper who is legally employed by the Insured at monthly wage not exceeding HKD10,000 for performing general daily household chores, excluding gardening, driving vehicles and postnatal works and is eligible for the insurance provided in this Policy. The main duty of local domestic helper should not be a home nurse, part-time care worker, postnatal care worker, driver, cook, or gardener.</p> <p><u>iii) Postnatal Care Helper</u><br/>The professional and qualified postnatal care helper with proof of certificate named in the Policy Schedule who is legally employed by the Insured at monthly salary of not exceeding HKD50,000 for performing postnatal works only and is eligible the insurance provided in this Policy.</p> |

|                                      |  |
|--------------------------------------|--|
| <b>Employee</b>                      | A person who is within the meaning of Employee under the Employees' Compensation Ordinance at the time of Accident.  |
| <b>Hong Kong</b>                     | The Hong Kong Special Administrative Region.   |
| <b>Hospital</b>                      | <p>A legally constituted establishment operated pursuant to the laws of the country/region in which it is based, and meeting all of the following requirements in that it:</p> <ul style="list-style-type: none"> <li>i) Operates primarily for the reception, medical care and treatment of sick, ailing or injured persons as in-patients;</li> <li>ii) Admits in-patients only under the supervision of a Medical Practitioner(s) one of whom is available for consultation at all times;</li> <li>iii) Maintains organised facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;</li> <li>iv) Provides a full-time nursing service by and under the supervision of a staff of registered or graduated nurses;</li> <li>v) Maintains a Medical Practitioner in residence.</li> </ul> <p>"Hospital" shall not include the following:</p> <ul style="list-style-type: none"> <li>1) a clinic, nursing, rest or convalescent home of similar establishment, a place for alcoholics or drug addicts;</li> <li>2) a mental institution, an institution confined primarily to the treatment of psychiatric disease including sub-normality, the psychiatric department of a Hospital;</li> <li>3) a place for the aged including elderly centre, a rest home;</li> <li>4) a health hydro or nature cure clinic, a nursing or convalescent home, a special unit of a Hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, a convalescent, rehabilitation, extended care facility or rest home.</li> </ul> <p>The word "Hospitalization" shall be construed accordingly</p> |
| <b>Hospital Patient</b>              | A patient necessarily and continuously confined to a Hospital, under the care of a Medical Practitioner for more than 24 hours, confinement being certified as necessary by the attending Medical Practitioners.   |
| <b>Injury</b>                        | Bodily injury resulting solely, directly and independently of all other causes from an Accident caused by external violent and visible means.  |
| <b>Legislation</b>                   | The Employees' Compensation Ordinance in force at the time of the accident.  |
| <b>Period of Insurance</b>           | <p><u>For 1-year policy:</u><br/>The 12-month period from the commencement date specified in the Policy Schedule, or each subsequent period of 12 months (if any), for which the Insured shall have paid the premium and the Company shall have accepted the renewal premium, as the case may be. 1-year policy is only applicable to Foreign Domestic Helper plan and Local Domestic Helper plan.</p> <p><u>For 2-year policy:</u><br/>The 24-month period from the commencement date specified in the Policy Schedule, or each subsequent period of 24 months (if any), for which the Insured shall have paid the premium and the Company shall have accepted the renewal premium, as the case may be. 2-year policy is only applicable to the Foreign Domestic Helper plan.</p> <p><u>For 3-month policy:</u><br/>The 3-month period from the commencement date specified in the Policy Schedule, for which the Insured shall have paid the premium. 3-month policy is only applicable to Postnatal Care Helper plan.</p>   |
| <b>Permanent</b>                     | Having lasted for 12 consecutive months and, at the expiry of that period, being beyond hope of improvement.   |
| <b>Policy Year</b>                   | For 1-year Policy, "Policy Year" is the 12-month period from the commencement date specified in the Policy Schedule. For 2-year Policy, the first "Policy Year" is the 12-month period from the commencement date specified in the Policy Schedule, and the second "Policy Year" is the subsequent 12-month period from the expiry date of the first "Policy Year".  |
| <b>Pre-existing Condition</b>        | Any medical condition which has been diagnosed, or has required medical treatment, or commenced or presented signs or symptoms of which regardless of whether they are known or unknown to the Insured Helper prior to the effective date of this Policy, irrespective of whether treatment was actually received. If the Policy has been renewed (once or more than once), the words "effective date of this Policy" in this definition refers to the effective date of the first or initial Policy, not any subsequent renewed Policy.   |
| <b>Medical Practitioner</b>          | A medical practitioner qualified by a medical degree and duly licensed or registered to practice medicine and who, in rendering such treatment (surgery or medical procedures for the sole purpose of cure or relief of Injury), is practicing within the scope of his or her licensing and training in the geographical area of practice, but excluding the Insured Person himself, the Applicant, the Insured Person's Immediate Family Members or a relative of the Insured Person. Medical Practitioner also includes listed Chinese medicine practitioners recognized under the Chinese Medicine Ordinance, Ch. 549 of the Laws of HKSAR.   |
| <b>Total Disablement</b>             | The inability of the Insured Helper to engage in, or attend, any business or occupation as specified in the Policy Schedule.   |
| <b>We/Us/The Insurer/The Company</b> | AXA General Insurance Hong Kong Limited.   |
| <b>You/Your/The Insured</b>          | The person named as the policyholder in the Policy Schedule.   |

Where the context permits, words in this Policy denoting the singular shall include the plural and vice versa. Words denoting any gender shall include a reference to each other gender.

## PART III COVERAGE

### Section 1 – Employees’ Compensation

Any amount that You become legally liable to pay under the Legislation as damages for injury (including death or disease) to Your Insured Helper arising out of, and in the course of, his/her employment by You, and extended to cover worldwide when accompanying the Insured or the Insured’s family member on overseas trips for performing his/her duties as a foreign domestic helper.

We will not pay more than the total amount shown in UEC01 in this Section for Liability to Insured Helpers, for any one event.

We will also, within the limit of liability, pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing.

#### UEC01 – ECI Limit of liability endorsement

Policy Limit of liability: \$100 million any one event inclusive of all costs and expenses in pursuant to subsection 40(1) of the Employees’ Compensation Ordinance

- 1 In respect of any one claim or a series of claims resulting from or arising out of one event, the Insurer’s indemnity to the Insured under this Policy, including costs and expenses incurred with the Insurer’s written consent, and irrespective of the number of persons or insureds claiming to be indemnified under this Policy, shall not in the aggregate exceed the amount specified above as the policy limit of liability.

In relation to an occupational disease, whether it is one event or separate events should be interpreted according to S.40(1D) of the Legislation.

- 2 At any time after the happening of any event giving rise to a claim or a series of claims under this Policy, the Insurer may pay to the Insured the policy limit of liability (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of the defence settlement or proceedings to the Insured and the Insurer shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Insurer in connection with such defence settlement or proceedings or of the Insurer relinquishing such conduct nor shall the Insurer be liable for any costs or expenses whatsoever incurred by the Insured or by any claimant or other person after the Insurer shall have relinquished such conduct.
- 3 Notwithstanding clause 7 of Part V General Conditions of this Policy, if at the time of any claim under this Policy there is any other insurance indemnifying any person or Insured or Insureds who are entitled to be indemnified under this Policy, this Policy is not to be called upon in contribution and, subject to the policy limit of liability, is only to pay any amount if and so far as not recoverable under other insurance.
- 4 Where this “UEC01 – ECI Limit of liability endorsement” is at variance with or inconsistent with anything contained in this Policy, this “UEC01 – ECI Limit of liability endorsement” shall prevail and take precedent.

- 5 ECTE – Employees’ Compensation Insurance – Terrorism Endorsement

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

- (a) The policy limit of indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (“the Government”) pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees’ compensation insurance business in Hong Kong a facility to enable them to meet claims under employees’ compensation insurance policies in respect of death and injury arising out of an event of terrorism (“the Facility Agreement”);

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

- (b) 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 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.

#### Section 1 Exclusion:

We do not pay for:

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 where:
  - “Noise-Induced Deafness” has the same meaning as assigned to that expression in the Occupation Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).
  - “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).
4. the Insured’s liability to any person who is not an Employee of the Insured within the meaning of the Legislation;
5. any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Legislation or independently of the Legislation;
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 liability arising directly or indirectly from any judgement which is not at first delivered by, or obtained from, a Court of competent jurisdiction in Hong Kong;
8. any liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.

## Section 2 – Hospital and Surgical Expenses

We will cover any necessary medical treatment expenses from Hospital for surgery or treatment of sickness, or Injury resulting from an Accident, including all daily room and board expenses incurred by Your Insured Helper while he/she is a Hospital Patient during the Period of Insurance, up to the maximum daily limit as specified in Part I Summary of Benefits.

We will cover all surgical and all other miscellaneous expenses incurred by Your Insured Helper for procedures involving surgery performed in the Hospital and for which surgery benefits are payable under Hospital treatment expenses, up to a maximum limit per operation as specified in Part I Summary of Benefits.

For Day Surgery, the maximum payable is up to the maximum limit as specified in Part I Summary of Benefits during any one Policy Year including all daily room and board expenses, all surgical and all other miscellaneous expenses.

We will not pay more than the maximum limit as specified in Part I Summary of Benefits for this Section 2 Hospital and Surgical Expenses including Day Surgery, during any one Policy Year.

## Section 3 – Clinical Expenses

We will cover any necessary medical treatment expenses from a clinic for sickness or Injury resulting from an Accident including consultation, prescribed medicine, laboratory and x-ray charges, incurred by Your Insured Helper during the Period of Insurance where treatment is carried out by a Medical Practitioner, up to a maximum of daily limit per visit as specified in Part I Summary of Benefits. This Section is extended to cover bonesetters' fees up to the daily limit per visit, and the maximum limit per any one Policy Year as specified in Part I Summary of Benefits.

We will not pay more than the section limit as specified in Part I Summary of Benefits for Section 3 clinical expenses, during any one Policy Year.

### Exclusion for Section 2 and Section 3:

We do not pay for:

- 1 death, Injury, illness, charges, cost, or liability caused directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
- 2 sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them;
- 3 suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act;
- 4 mental or nervous disorders, alcoholism, or drug addiction;
- 5 vaccinations, immunisation, injections or preventive medication;
- 6 rest-cure or physical check-up;
- 7 cosmetic surgery unless due to Injury;
- 8 Pre-existing Conditions (Applicable to Section 2 only);
- 9 dental care or surgery unless due to Injury;
- 10 Injury or illness caused or sustained outside Hong Kong;
- 11 any expense incurred outside Hong Kong.

## Section 4 – Dental Expenses

We will cover any necessary dental expenses incurred by Your Insured Helper where such dental work is carried out by a legally qualified and registered dentist, up to the maximum daily limit per visit as specified in Part I Summary of Benefits.

We will not pay more than the section limit for this Section 4 Dental Expenses per one Policy Year as specified in Part I Summary of Benefits.

### Section 4 Exclusion

We do not pay for:

- 1 routine examination;
- 2 scaling, polishing or cleaning;
- 3 crowning, bridges, braces and dentures;
- 4 dental prosthetics involving precious alloy restorations;
- 5 any expense incurred outside Hong Kong.

## Section 5 – Personal Accident

In the event that Your Insured Helper sustains Injury by Accident on rest days, resulting directly and independently of any other cause in his/her death or Permanent disablement within one Policy Year, We will pay the following benefits which is a percentage of the sum insured \$100,000 as shown below:

|  |      |
|--|------|
| (a) Accidental Death   | 100% |
| (b) Permanent Total Disablement  | 100% |
| (c) Loss by severance of two or more limbs   | 100% |
| (d) Total and irrecoverable loss of all sight in both eyes                                 | 100% |
| (e) Loss by severance of one limb and total and irrecoverable loss of all sight of one eye | 100% |
| (f) Loss by severance of one limb  | 50%  |
| (g) Total and irrecoverable loss of all sight in one eye                                   | 50%  |

We will not pay more than \$100,000 for this Section 5 Personal Accident, during any one Policy Year. All payment will be payable to Your Insured Helper or her legal estate.

### Special Conditions

You must notify Us in writing as soon as reasonably possible and always within three months of any Accident likely to give rise to a claim. We are entitled to request

- 1 An examination by a medical referee appointed by Us for a non-fatal Injury;
- 2 A post-mortem examination in the event of death.

#### Section 5 Exclusion:

We do not pay for:

- 1 death, Injury, charges, cost, or expense caused:
  - by suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act;
  - by Pre-existing Condition;
  - by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorized medical prescription;
  - directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
  - by sexually transmitted disease, pregnancy, miscarriage, or childbirth or complications arising from any of them;
- 2 death, Injury, charges, cost, or expense arising from:
  - air travel except as a passenger in a fully licensed, scheduled, passenger carrying aircraft;
  - regular or temporary, military or police duties;
- 3 death, Injury, charges, cost, or expense caused by Your Insured Helper taking part in:
  - mountaineering or rock climbing using ropes or guides;
  - underwater activities necessitating the use of underwater breathing apparatus, parachuting;
  - pot-holing;
  - racing (other than on foot or while swimming), bungee jumping;
  - professional sports, winter sports, motor cycling;
- 4 death or Injury outside Hong Kong;
- 5 death or Injury arising out of and in the course of employment activities.

## Section 6 – Repatriation Expenses

We will cover Your contractual liability to repatriate Your Insured Helper to his/her home country before expiry of the Insured Helper's employment contract in the following circumstances

1. For her death, We will reimburse the actual cost of returning the remains
2. For her inability to complete the employment contract due to medical unfitness as certified by a Medical Practitioner, We will pay for the economy class airfare from Hong Kong to the Insured Helper's home country.

We will not pay more than \$20,000 for this section 6 Repatriation Expenses during any one Policy Year.

#### Section 6 Exclusion

We do not pay for:

1. death, Injury, illness, charges, cost, or liability caused directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
2. sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them;
3. suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act;
4. mental or nervous disorders, alcoholism, or drug addiction;
5. Pre-existing Conditions;
6. Injury or illness caused or sustained outside Hong Kong.

## Section 7 – Replacement Cost

We will reimburse the necessary and reasonable expenses (except salary) actually incurred by the Insured to employ a new foreign domestic helper when the employment contract of the Insured Helper as a foreign domestic helper is terminated during the Period of Insurance in the event of:

- a) sudden leave without any prior notice of the Insured Helper who has been working over 2 consecutive years for the Insured;
- b) early termination of employment contract which has occurred twice in a year (which results from either the resignation of the Insured Helper or the Insured Helper being dismissed by the Insured), the 3rd occurrence will be covered;
- c) the Insured or the Insured's family member sustains Injury caused by intentional malicious act or negligence of the Insured Helper;
- d) A valid claim under Section 9 Helper Dishonesty Protection.
- e) the Insured repatriates the Insured Helper or returns his/her mortal remains to his/her country of residence and a valid claim is payable under Section 6 "Repatriation Expenses" in respect of this Insured Helper.

#### Special Conditions:

- i) The maximum amount payable under Section 7(a) is specified in Part I Summary of Benefits for each Policy Year.
- ii) The maximum amount payable under Section 7(b) is specified in Part I Summary of Benefits for each Policy Year.
- iii) The maximum amount payable under this Section is specified in Part I Summary of Benefits for each Policy Year.
- iv) Excess for Section 7 except 7(e): We shall not be liable for any expenses incurred within the first 3 months of the employment of the Insured Helper or during the period for employment agency to replace the Insured Helper at no service fee, whichever is the longer.
- v) The Insured has to provide Us with the proof of notification to the Immigration Department for the termination of the employment contact of the Insured Helper.

#### Section 7 Exclusion

We do not pay for:

1. events under Section 7(e) which is not a valid claim under Section 6 Repatriation of this Policy.

## Section 8 – Service Interruption Allowance

In the event that Your Insured Helper is hospitalized as an in-patient for treatment or surgery for a period of five consecutive days or more, and a valid claim is payable under Section 2 Hospital and Surgical Expenses during the Period of Insurance, we will pay a daily allowance of \$200, and not exceeding an annual maximum limit of \$6,000 for any one Policy Year.

#### Section 8 Exclusion

We do not pay for:

1. any events not covered under Section 2 Hospital and Surgical Expenses of this Policy.

## Section 9 – Helper Dishonesty Protection

We will pay Your financial loss resulting from fraud or dishonest act committed by Your Insured Helper provided that the fraud or dishonest act must be committed during the Period of Insurance.

The fraud or dishonest act must be discovered during the Period of Insurance or within 15 days after the expiration of this Policy or within 15 days after death, dismissal or expiry of employment contract of Your Insured Helper.

- a) We will also pay You for the costs of replacing main door lock and/or gate lock up to \$1,000 during any one Policy Year.

We will not pay more than \$8,000 for This Section 9 including item (a) during any one Policy Year.

Any money due by You to Your Insured Helper shall be deducted from any amount payable under this Section 9 Helper Dishonesty Protection. The burden of proof rests on You that Your financial loss is a result of fraud or dishonest act committed by Your Insured Helper.

### Section 9 Exclusion

We do not pay for:

- 1 Any loss not reported to the police within 24 hours of discovery;

## Section 10 – Personal Liability

We will indemnify the Insured against the Insured Helper's legal liability in Hong Kong including all costs and expenses actually incurred by the Insured up to a limit of \$100,000 for any one accident arising during the Period of Insurance as a result of the negligence of the Insured Helper causing:

- 1 Accidental Injury (including death or disease) to any person other than You or a member of Your family or the Insured Helper's family member;
- 2 Accidental loss of or damage to a third party's property.

### Section 10 Exclusion

We do not pay for:

- 1 liability in respect of loss or damage to property belonging to You or In Your custody or control;
- 2 any willful or malicious act;
- 3 the ownership, possession or use of aircraft, watercraft or mechanically propelled vehicles (which includes motor cycles);
- 4 any agreement where such liability would not have attached in the absence of such agreement;
- 5 any criminal activity;
- 6 liability arising directly or indirectly from any judgement which is not at first delivered by or obtained from, a court of competent jurisdiction in Hong Kong;
- 7 liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere;
- 8 any accident that happened at Your home;
- 9 any accident outside Hong Kong
- 10 food and drink poisoning.

## Section 11 – Loan Protection

We will cover the amount of any financial loan You make to Your Insured Helper which cannot be repaid if (a) Your Insured Helper is repatriated or (b) his/her mortal remains are returned to his/her home country, and a valid claim is payable under Section 6 Repatriation Expenses of this Policy, provided that proof of the loan is provided to the satisfaction of the Company.

We will not pay more than \$10,000 for Section 11 Loan Protection, during any one Policy Year.

### Section 11 Exclusion

We do not pay for:

1. events not covered under Section 6 Repatriation Expenses of this Policy;
2. any event that the Insured fails to provide proof of the loan to the satisfaction of the Company.

## Section 12 – 24-Hour Home Assistance Service

A 24-Hour hotline, provided by AXA Assistance, will assist the Insured and the Insured's family members in arranging any of the following services:

Please call 24-Hour Hotline (852) 2851 1990 (service within the territory of Hong Kong only) and quote Your Policy number. The hotline service comes to You through AXA Assistance. Upon Your request, AXA Assistance will provide referral information to You on service-providers and their charges. AXA Assistance will also assist You in arranging for a house-call or an appointment, if necessary.

- (a) Electrician referral
- (b) Plumber referral
- (c) Locksmith referral
- (d) House Call/Dental referral
- (e) Baby-sitting/Home Nursing referral
- (f) Pest Control/Cleaning Services referral
- (g) General repair on household items referral
- (h) Local Domestic Helper, Postnatal Care Helper referral and Foreign Domestic Helper advisory service\*
- (i) Air-conditioner engineer referral
- (j) Medical service provider referral
- (k) Free legal/arbitration referral service for dispute with helpers/ employment agency

\* Foreign Domestic Helper advisory service in the above means provision of information released by the Labour Department of Hong Kong SAR Government relating to Foreign Domestic Helpers.

We reserve the right to change from AXA Assistance to other service provider at any time.



## Optional Cover – Supplementary Medical (Critical Illness) Benefit

If Your Policy Schedule shows that You have selected this optional cover, We will reimburse medical treatment expenses for surgery or treatment of critical illnesses as specified below in excess of the amount payable under Section 2 Hospital and Surgical Expenses :

- (a) Stroke
- (b) Coronary Artery By-pass Surgery
- (c) Cancer
- (d) Kidney Failure
- (e) Major Organ Transplantation
- (f) Multiple Sclerosis
- (g) Aorta Surgery/Heart Valve Replacement
- (h) Encephalitis
- (i) Bacterial Meningitis
- (j) Stones in the Urinary and Biliary Systems

Provided that:

We will pay the Insured from the supplementary medical (critical illness) benefit section, including all daily room and board, surgical and other miscellaneous Inpatient expenses incurred by the Insured Helper for surgery or treatment of Injury or sickness, for each Policy Year during the Period of Insurance, not exceeding HKD70,000.

### Exclusions applicable to Supplementary Medical (Critical Illness) Benefit:

We do not pay for:

- 1. those illnesses not mentioned under this Section;
- 2. Pre-existing Conditions ;
- 3. nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease;
- 4. rest-cure or physical check-up;
- 5. cosmetic or plastic surgery;
- 6. vaccinations, immunisation, injections or preventive medication;
- 7. expenses incurred or treatment received outside the territorial limits of Hong Kong;
- 8. any events not covered under Section 2 Hospital and Surgical Expenses of this Policy.

## PART IV – GENERAL EXCLUSIONS

We will not pay for:

- (1) any death, disability, loss, damage, destruction, any legal liability, 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:
  - (i) 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
  - (ii) any act of terrorism including but not limited to:
    - 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
    - a. the use or threat of force, violence and/or
    - b. 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; or
  - (iii) any action taken in controlling, preventing, suppression or in any way relating to (i) or (ii) above.

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

It is hereby noted that the terrorism exclusion mentioned under (ii) above does not apply to Section 1 “Employees’ Compensation”. The Company may amend this Policy according to market changes by giving seven (7) days notice to the Insured.

- (2) any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (3) any claim arising from intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat whether sane or insane;
- (4) any claim arising from childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident;
- (5) any claim arising from intoxication by alcohol, narcotics or drugs not prescribed by Medical Practitioner and treatment in connection with drugs or alcohol;
- (6) any claim arising from HIV (Human Immunodeficiency Virus);
- (7) any claim if the Insured Helper is related to You by blood.
- (8) Total Asbestos Exclusion  
This policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.
- (9) Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no 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 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.

## PART V – GENERAL CONDITIONS

You must comply with the following Conditions to have the full protection of Your Policy. If You do not comply with them We may cancel the Policy or refuse to deal with Your claim.

### 1. Precautions

You must take all reasonable precautions to prevent accident and disease and comply with all statutory obligations.

### 2. Claims

If any accident, injury, loss or liability occurs which may give rise to a claims,

You must

- Give written notification to Us within thirty (30) days of any occurrence with full particulars of both the occurrence and/or the Injury
  - Sent to Us immediately any writ or summons and as soon as possible any letter, claims, or other document
- Notify Us immediately of any impending prosecution, inquest or fatal inquiry
- Ensure that proper medical and surgical advice is obtained and followed by the Insured Helper as soon as possible after any accident, injury, or illness
- At Your expense, or at the expense of any person representing You, provide Us with certificates, information and other documents as We may reasonably require

You must Not

- Admit or deny any claim made by someone else against You or make any agreement with them

We have the right to negotiate, settle or defend any such claim in Your name and on Your behalf. We can also use any legal right of recovery You have.

We are entitled to request

- an examination by a medical referee appointed by Us for a non-fatal injury
- a post-mortem examination in the event of death

### 3. Our Right to Recovery

If We are obliged by Legislation to pay an amount for which We would not otherwise be liable, You must repay such amount to Us.

### 4. Fraud

If You or anyone acting for You makes a claim under the Policy knowing the claim to be false or fraudulently inflated We will not pay the claim and all cover under the Policy will be forfeited.

### 5. Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute re-garding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong SAR. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. If We shall disclaim liability to You for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 6. Cancellation

- Despite any contrary provisions in this Policy, this Policy is subject to a minimum premium of \$500 for Foreign Domestic Helper Plan, and \$300 for Local Domestic Helper Plan.
- There is no premium refund for the 3-month policy except for cancellation before Policy effective date.
- With respect to 1-year or 2-year policy, the Insured may cancel the Policy at any time by sending seven (7) days written notice to the Company and the Company will, subject to paragraph (a) above, return a proportionate part of the premium for the Period of Insurance which is not in force. No refund of premium will be entitled to by the Insured if there is any claim during the Period of Insurance.
- If We give notice of termination of the Policy to You, at Our absolute discretion, at Your last known corresponding address by mail, or merely by electronic means (such as email at Your last known email address or SMS message at Your last known mobile number), such termination shall become effective from the seventh (7th) day after such notice has been issued. We will, subject to paragraph (a) above, return a proportionate part of the premium for the Period of Insurance which is not in force. No refund will be entitled to by the Insured if there is any claim under during the Period of Insurance.

### 7. Other Insurance(s)

If any accident, injury, loss or liability insured by this Policy is covered by any other insurance, We will only pay our rateable proportion.

### 8. Age Limit

- Foreign domestic helper: aged between 18 and 60 on policy effective date, renewable up to 64 years old
- Local domestic helper/Postnatal care helper: aged between 18 and 64 on policy effective date, renewable up to 64 years old (except for Postnatal care helper plan)
- Optional Cover Supplementary Medical (Critical Illness) Benefit: aged between 18 and 60 only

### 9. Renewal (Not applicable to 3-month Postnatal Care Helper Plan)

- Payment of premium when due will serve to continue coverage under this Policy which will remain in force until the next premium due date.
- This Policy will be renewed automatically upon payment of the due premium unless this Policy is terminated/cancelled in accordance with clause 6 of Part V General Conditions.
- Renewal is allowed up to the Insured Helper's age of 64 years old. The insurance for the Insured Helper who reaches the age of 65 years old at the renewal date will be terminated upon such renewal date.
- Premium and other terms and conditions  
The Company reserves the right to amend the premiums or excess or other terms and conditions at Our absolute discretion if We renew the Policy, and We will use reasonable endeavours to give a 30 days' written notice of such amendment to the Insured at Our absolute discretion, (i) at the Insured's last known corresponding address by mail or (ii) merely by electronic means (such as by email at his last known email address or by SMS message at his last known mobile number) and the change will be effective from the next renewal date of the Policy. Premium shall be payable as stated in the renewal notice. Premium shall be payable on each premium due date by direct debit from the Insured's nominated account.

### 10. Notification of changes

You must notify Us as soon as possible in writing of any change which may affect this insurance, including notice of changing of Your Insured Helper and notice of any disease or physical or mental defect or infirmity affecting Your Insured Helper.

### 11. 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. For the sake of clarity, only You and We are parties to this Policy, and Insured Helper is not a party to this Policy.

## PART VI – HOW TO MAKE A CLAIM

### You Should

- 1 Check that the cause of the injury, accident or loss is covered. The Policy contains details of what is covered and what is not covered.
- 2 Follow the conditions in paragraph 2 of Part V General Conditions
- 3 Submit through Emma by AXA or complete the claim form obtainable from The Company. The claim form can also be downloaded from our Company website.
- 4 For any claim under Section 1, a Form 2 (obtainable from the Labour Department) must be submitted to the Labour Department in accordance with the Legislation. You should also send a copy to Us.

### We will

- 1 Where necessary, arrange for someone to call as soon as possible. This person will be one of our staff or an independent loss adjuster appointed by Us.
- 2 In other cases let You know if We need any more information.

**Important** – Please follow these guidelines as they will assist Us in processing Your claim.

Please always state Your Policy reference and/or claim number in all communications.

Should You have any query or need further advice, please call Us on 2523 3061. Once Your claim is registered with Us, a personal Claim Handler will be appointed to assist You.

**Note:** All amounts are in Hong Kong Dollars.

If there is any inconsistency or conflict between the English version and the Chinese version of this document, the English version shall prevail.

# 「卓越」豐盛優傭樂

## 附錄於保險保單並構成其一部份的保單承保條款

歡迎選用安盛保險有限公司的「卓越」豐盛優傭樂保險計劃。

閣下的保單包含下列文件：

- 本保單的保單內文
- 承保表
- 批單(如有)

閣下的承保表顯示：

- 閣下投保的項目詳情
- 受保期
- 投保額
- 任何可能適用於閣下保單的特別承保條款

本合約乃根據您所簽署的投保申請/投保申請書及聲明而制訂，並視作本合約的組成部分。鑑於事實上投保人向本公司申請投保下列保險，並已支付或同意支付有關保險所需保費，本公司將按本保單所列有關條款及細則和不受保項目的規定，就受保期內或其後投保人已支付及本公司已接納所需保費的任何後續期內發生的事故，依照承保表內指明的各個部份中規定的方式及程度向投保人(如投保人身故)投保人的合法遺產代理人作出賠償。

請閱讀本保單及閣下的承保表，以確保閣下知悉所獲提供的保障範圍。

假如閣下需要更多保障或不同的保障範圍，請諮詢安盛保險有限公司客戶服務熱線 2523 3061。

### 第一部份：保障範圍

| 保障項目                   | 最高賠償額(港元)                     |                  |
|------------------------|-------------------------------|------------------|
|                        | 外傭綜合計劃                        | 本地家務助理計劃/陪月員計劃   |
| 家傭種類                   | 外籍家庭傭工                        | 本地家務助理/陪月員       |
| <b>第一項 — 僱員補償</b>      |                               |                  |
| 最高賠償額(每位受保家傭)          | 每宗事故 100,000,000              | 每宗事故 100,000,000 |
| <b>第二項 — 住院及手術費用</b>   |                               |                  |
| 最高賠償額(每位受保家傭)          | 每個保單年度 30,000                 | 不適用              |
| 分項限額：                  |                               |                  |
| - 住宿及其他住院雜費            | 每日 350                        | 不適用              |
| - 住院手術費用               | 每次手術 15,000                   | 不適用              |
| - 日間手術費用               | 每個保單年度 5,000                  | 不適用              |
| <b>第三項 — 門診費用</b>      |                               |                  |
| 最高賠償額(每位受保家傭)          | 每個保單年度 3,600<br>每日一次診症 每次 180 | 不適用              |
| 分項限額：                  |                               |                  |
| 跌打治療                   | 每個保單年度 500<br>每日一次診症 每次 100   | 不適用              |
| <b>第四項 — 牙科費用</b>      |                               |                  |
| 最高賠償額(每位受保家傭)          | 每個保單年度 2,500<br>每日一次診症 每次 200 | 不適用              |
| <b>第五項 — 個人意外保障</b>    |                               |                  |
| 最高賠償額(每位受保家傭)          | 每個保單年度 100,000                | 不適用              |
| <b>第六項 — 送返原居地費用</b>   |                               |                  |
| 最高賠償額(每位受保家傭)          | 每個保單年度 20,000                 | 不適用              |
| <b>第七項 — 另聘家傭費用</b>    |                               |                  |
| 最高賠償額(每位受保家傭)          | 每個保單年度 8,000                  | 不適用              |
| 分項限額：                  |                               |                  |
| a) 受保家傭在沒有預先通知的情況下突然離職 | 每個保單年度 1,000                  | 不適用              |
| b) 提早終止僱傭合約保障          | 每個保單年度 1,000                  |                  |
| c) 受保家傭的蓄意行為或疏忽        | 每個保單年度 8,000                  |                  |
| d) 賠償根據第九項的忠誠保障        | 每個保單年度 8,000                  |                  |
| e) 賠償根據第六項的送返原居地費用     | 每個保單年度 8,000                  |                  |

|  |                          |             |
|--|--------------------------|-------------|
| <b>第八項 — 服務中斷津貼</b>  |                          |             |
| 最高賠償額(每位受保家傭)  | 每個保單年度 6,000<br>每日住院 200 | 不適用         |
| <b>第九項 — 忠誠保障</b>  |                          |             |
| 最高賠償額(每位受保家傭)  | 每個保單年度 8,000             | 不適用         |
| 分項限額：  |                          |             |
| a) 門鎖更換  | 每個保單年度 1,000             |             |
| <b>第十項 — 個人責任</b>  |                          |             |
| 最高賠償額(每位受保家傭)  | 每宗事故 100,000             | 每宗事故 50,000 |
| <b>第十一項 — 償還貸款保障</b>   |                          |             |
| 最高賠償額(每位受保家傭)  | 每個保單年度 10,000            | 不適用         |
| <b>第十二項 — 24 小時家居支援服務</b>  |                          |             |
| a) 電工轉介<br>b) 水管工人轉介<br>c) 鎖匠轉介<br>d) 家中診症/牙科治療轉介<br>e) 保姆/家庭看護轉介<br>f) 滅蟲/家居清潔服務轉介<br>g) 家居物品普通維修轉介<br>h) 本地家務助理，包括陪月員轉介及外籍家庭傭工諮詢服務*<br>i) 冷暖空調工程師轉介<br>j) 醫療服務提供者轉介<br>k) 與家庭傭工/僱傭中心糾紛的免費法律/仲裁轉介服務<br><br>* 上述外籍家庭傭工諮詢服務是指提供由香港特別行政區政府勞工處所發佈有關外籍家庭傭工的資料。 | 適用                       | 不適用         |
| <b>自選保障項目 - 附加醫療(嚴重疾病)保障</b>   |                          |             |
| 已保障疾病<br>a) 中風<br>b) 冠狀動脈搭橋<br>c) 癌症<br>d) 腎衰竭<br>e) 主要器官移植<br>f) 多發性硬化<br>g) 主動脈手術/心瓣置換<br>h) 腦炎<br>i) 細菌感染腦膜炎<br>j) 尿道石及膽石<br><br>支付超出第二項 - 醫院及手術費用的最高賠償額的所需醫療費用   | 每個保單年度 70,000            | 不適用         |

## 第二部份：定義

本保單內某些詞彙具有指定含意，不論於承保表或本保單中都具相同意思，釋義已列明如下或列明於有關項目。

|       |  |
|-------|--|
| 意外/事故 | 是指一件突然發生而不可預見及偶然的事件  |
| 日間手術  | 指受保家傭有康復上的需要而透過醫院/診所進行手術治療(但不包括留院過夜)   |
| 受保家傭  | <p>i) 外籍家庭傭工<br/>承保表內列明姓名的每名外籍家庭傭工，由投保人合法僱用，並符合本保單的保障資格及受本保單提供的保險所保障。外籍家庭傭工與投保人在符合《從外國聘用家庭傭工指南》及/或入境事務處不時發佈的相關指南所述的全部準則後，應該在本保單生效日期或之前簽訂由入境事務處處長指明的標準僱傭合約(ID 407 或其它要求的表格)。外籍家庭傭工必須就其受僱於投保人而持有由香港入境事務處簽發的有效工作簽證，履行一般日常家務工作，但不包括園藝、駕駛車輛及產後護理工作。外籍家庭傭工不能與您有血緣關係。</p> <p>ii) 本地家務助理<br/>由投保人合法僱用的任何本地家務助理，其每月由投保人支付的每月工資不超過 10,000 港元，履行一般日常家務工作，但不包括園藝、駕駛車輛及產後護理工作，並符合本保單的保障資格。本地家務助理的主要職責不應作為家居護士、兼職護理員、產後護理員、司機、廚師或園丁。</p> <p>iii) 陪月員<br/>承保表內列明姓名的陪月員，由投保人合法僱用，月薪不超過 50,000 港元，只履行產後護理工作的職責，並符合本保單的保障資格。</p> |

|            |   |
|------------|---|
| 僱員         | 符合於意外發生時生效的僱員保償條例上僱員的定義   |
| 香港         | 指香港特別行政區  |
| 醫院         | <p>根據其所處國家/地區的法律合法地成立及運作，並符合下列各項規定的機構：</p> <p>i) 主要接收有醫療需要及患病，生病或受傷的病人；</p> <p>ii) 只在一個或多個合資格及持牌/註冊醫生監督下才接納住院病人入院，而有其中一個醫生隨時可以診症；</p> <p>iii) 為有關人士維持系統化設施以進行醫學診斷和治療，並在醫院範圍內或醫院控制或可使用的設施下提供進行大型手術的設施（如適當）；</p> <p>iv) 由註冊或畢業護士人員提供或在他們的監管下提供全日護理服務；</p> <p>v) 保持一名合資格及持牌/註冊醫生駐院</p> <p>「醫院」並不包括下列各項：</p> <p>1) 診所、護理、休養或療養院舍或類似機構、吸毒者或酗酒者的治療所；</p> <p>2) 精神護理機構；主要為精神病患者（包括弱智人士）提供治療的機構；醫院的精神科部門；</p> <p>3) 老人院（包括老人中心）；休養院舍；</p> <p>4) 水療院或自然治療所；護理或療養院；醫院內的一個特別單位而其主要用作吸毒者或酗酒者的治療所，或護理、療養、復康、延續護理設施或休養院舍</p> <p>「住院」一詞亦應據此解釋。</p> |
| 住院病人       | 病人必須在醫院佔床過夜並由醫生確認需連續及超過24小時   |
| 受傷         | 由意外引起而受暴力，外在及可見因素引致而非任何其他事故下所蒙受之身體損傷  |
| 法定         | 發生意外時生效的僱傭補償條例  |
| 受保期        | <p><u>一年期保單：</u><br/>承保表所列由開始日起計的12個月期間，或其後投保人應支付及本公司接納續保保費的每段12個月續保期（如有）。一年期保單只適用於外籍家庭傭工計劃及本地家務助理計劃。</p> <p><u>兩年期保單：</u><br/>承保表所列由開始日起計的24個月期間，或其後投保人應支付及本公司接納續保保費的每段24個月續保期（如有）。兩年期保單只適用於外籍家庭傭工計劃。</p> <p><u>三個月保單：</u><br/>承保表所列由開始日起計的3個月期間，投保人須已支付本公司保費。三個月期保單只適用於陪月員計劃。</p>   |
| 永久         | 持續至少12個月，並於此段時間終結時沒有好轉之跡象。  |
| 保單年度       | 一年期保單的保單年度是指承保表中所列由開始日起計的12個月。兩年期保單中的首個保單年度是指承保表中所列由開始日起計的12個月，而第二個保單年度是指首個保單年度屆滿後的連續十二個月   |
| 已存在傷疾      | 已存在傷疾屬在本保單的保障生效日期之前之疾病，已被診斷或已呈現病徵或已接受診療、確診、治療或醫療意見，或受保家傭應知道之相關病況。若保單已續保（一或多於一次），保單生效日將定義為首次投保的生效日。  |
| 醫生         | 獲得醫學學位資格及正式獲發牌照或註冊執業行醫的醫生，並於其執業的地理區域提供其獲發牌照及所接受的訓練範圍以內的治療（純粹為治療或減輕身體受傷或疾病），但不包括受保家傭本人、投保人、受保家傭的家人，或受保家傭的親屬。醫生同時包括於註冊中醫名單上列明及於香港法例第549章《中醫藥條例》下受認可的中醫。   |
| 完全傷殘       | 受保家傭完全失去於承保表中提及的任何工作或職業的能力  |
| 我們/我們的/本公司 | 安盛保險有限公司  |
| 您/閣下/投保人   | 承保表內註明為保單之申請人及/或保單持有人。  |

除非文義另有所指，否則單數的詞彙亦包括眾數，反之亦然，而表達性別的詞彙則包括所有性別。

## 第三部份：保障範圍

### 第一項 僱員補償

若投保人直接僱用的受保家傭因工作關係於任何地理區域發生意外或患上疾病，導致身體受傷(包括死亡或疾病)，基於法定上您有責任承擔所引伸的費用。

有關受保家傭引起的每宗事故我們所賠付的將不會超出UEC01所訂明的金額上限。

我們將支付索償人追討的法律費用及開支，以及我們同意支付的所有成本及費用

#### UEC01- 僱員補償保險責任批單

本保單的責任限額：任何單一事故，包括根據僱員補償條例第40(1)的所有開支及成本，賠償金額上限為\$100,000,000

- 1 就本保單為投保人承保的任何單一事故所引致的一宗或一連串索償而言，本公司向投保人作出的賠償(包括在本公司書面同意下，由投保人或代表所引致的費用及開支，及不論本保單所包括的投保人數目或被保人數目)總額為不超過以上所限。

就受保家傭因其受僱之性質於保單受保期內引起的一宗職業病，不論是單一或分開的事故都應根據法例S.40(1D)而承擔有關責任

- 2 當發生任何足以就本保單作出索償的事故，本公司可向投保人支付有關本公司責任的全數款額(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。

- 3 根據在本保單中第5部份的一般條款內的第7條，如被保人或投保人在本保單提出任何索償時已有其他保險保障他們，本保單不應分擔及本公司會根據保單的責任只負責賠償需承擔的部份限額。

- 4 如條款「UEC01 – 僱員補償保險責任批單」中內容與本保單不一致，請以「UEC01 – 僱員補償保險責任批單」為準

#### 5 僱員賠償保險 – 恐怖主義活動條款批單

不論本保單或其任何批單中含有任何相反條款，現謹此同意因任何恐怖活動或因採取任何行動以控制、預防或遏止恐怖活動，或以任何方式與任何恐怖活動有關而直接或間接引致、產生或造成受保人因意外或疾病而身體受傷或死亡(「有關損失」)，無論有關損失是否由任何其他因由或事件同時或以任何時序所引致：

- (a) 保單賠償限額將為本公司接獲香港特別行政區政府(「香港政府」)的實際款額，即根據香港政府與本公司在2002年1月11日訂立的融資協議條文，香港政府同意向本公司及其他獲授權在香港從事僱員賠償承保業務的其他直接保險公司作出的融資金額，以便按僱員賠償保險保單，就恐怖主義活動所造成的死亡及受傷事故作出賠償(「融資協議」)；
- (b) 本公司只會於接獲香港政府發出(i)批准通知書，確認本公司應作出有關賠償；及(ii)收到香港政府根據融資協議所支付的賠款後，始須支付賠款；及
- (c) 為免生疑問，若本公司因任何原因而沒有接獲香港政府根據融資協議作出的款項，無論這是否因香港政府認為有關損失並不納入融資協議的賠償範圍之內，或因本公司違反融資協議，或有關損失屬於任何適用的例外情況或不受保項目或存有任何其他情況導致有關損失不獲融資協議賠償，或融資協議因結餘用盡而結束，或香港政府終止融資協議，本公司亦毋須作出有關賠償。

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

若本公司宣稱有關損失屬於本批單所述範圍之內，提出任何相反舉證的責任須由投保人承擔。

倘若本條款的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及有效。

#### 第一項除外責任

我們不保障：

1. 任何因訂立協議而附加於投保人的責任，若沒有該項協議，該等責任便不存在；
2. 投保人本來有權向有關方面追討的款項，卻由於投保人與該有關方面所訂立的協議而無法執行；
3. 因肺塵埃沉着病或間皮瘤或噪音所致失聰而引起的任何責任：
  - 「噪音所致失聰」的定義與《職業性失聰(補償)條例》(香港法例第469章)所述者相同。
  - 「肺塵埃沉着病」及「間皮瘤」的定義與《肺塵埃沉着病及間皮瘤(補償)條例》(香港法例第360章)所述者相同。
4. 投保人就任何並非法定所指「僱員」的人士所承擔的責任；
5. 根據法定或獨立於法定的規定，投保人可能須就遲繳款項而支付的任何附加費、罰款或懲罰性、加重或懲戒性損害賠償；
6. 在法院或審裁處提起法律程序的任何意外受傷或感染疾病，本公司並無獲得充分通知，因而未能被加入有關法律程序成為一方。
7. 基於非香港的司法下最先發出的裁決而引起直接或間接的責任
8. 在香港取得的執行外地裁決的裁決或命令而引起的直接或間接責任

## 第二項 住院及手術費用

受保期內，若受保家傭因身體受傷或不適須於醫院以住院病人身分接受手術或住院治療，本公司將就投保人實際支付的醫療上必需及合理的醫療開支作出賠償，包括所有住宿費用。每日最高上限請參考第一部份的保障範圍。

本公司將支付由受保家傭因在醫院進行手術而產生的手術費用及其他雜費，每日最高上限請參考第一部份的保障範圍。

日間手術的最高賠償限額將根據第一部份的保障範圍於每一個保單年度，包括住宿，手術及其他雜費

本公司於每個保單年度將不會承擔任何超出第一部份的保障範圍內項目二住院及手術費用(包括日間手術)的上限。

## 第三項 門診費用

在受保期內，若受保家傭因身體受傷或不適需到診所就醫，並由醫生作出診斷(包括醫生諮詢，醫生處方藥物，化驗及X-光診斷收費等)。最高賠償限額會根據第一部份的保障範圍，此部份亦延伸至跌打保障，最高賠償限額會同樣根據第一部份的保障範圍。

本公司於每個保單年度將不會承擔任何超出第一部份的保障範圍內項目三門診費用的上限。

### 第二項及第三項除外責任：

我們不保障：

- 1 因人類免疫力缺乏病毒及/或人類免疫力缺乏病毒有關，包括愛滋病及/或其任何突變、衍生或變異、直接或間接造成與之有關的任何死亡、受傷、疾病、開支、費用或任何責任；
- 2 任何因性病、不育、懷孕、流產、分娩有關之併發症；
- 3 自殺或企圖自殺、蓄意自我傷害、故意暴露於危險中(救援工作除外)或任何犯罪行為；
- 4 精神疾病，神經錯亂，酗酒或濫用毒品；
- 5 接種、免疫接種、注射或防疫針藥；
- 6 靜養或身體檢查；
- 7 整形手術，但用以修復本保單所包括的受傷除外；
- 8 已存在傷疾(適用於第一部份保障範圍的項目二)；
- 9 牙科護理及手術(因受傷引起除外)；
- 10 在香港以外地區引起的受傷及疾病；
- 11 在香港以外產生的費用

## 第四項 牙科費用

在受保期內，若受保家傭因必須性的牙科疾病而產生的費用，本公司將根據第一項保障範圍支付，最多為該項目的最高賠償限額

本公司於每個保單年度將不會承擔超出第一部份保障範圍內項目四的牙科費用

### 第四項除外責任

我們不保障：

- 1 任何例行檢查
- 2 清除牙石、磨牙或洗牙
- 3 鑲配人造牙冠、牙橋、牙齒矯正及假牙
- 4 牙齒美容(包括鑲嵌貴價金屬)的費用
- 5 在香港以外地區引致的任何費用

## 第五項 個人意外保障

在受保期內，若受保家傭因意外引致身體受傷，並完全及直接因該身體受傷而在意外發生後的一個保單年度內死亡及永久傷殘，受保家傭將可獲發下列百分比的賠償及最高保額\$100,000：

|               |      |
|---------------|------|
| (a) 意外死亡      | 100% |
| (b) 永久殘疾      | 100% |
| (c) 喪失兩肢或以上   | 100% |
| (d) 喪失雙眼視力    | 100% |
| (e) 喪失一肢及單眼視力 | 100% |
| (f) 喪失一肢      | 50%  |
| (g) 喪失單眼視力    | 50%  |

本公司將不會承擔任何超出保障範圍內項目五的個人意外保障及上限\$100,000，所有賠款將向受保家傭或其法定遺產支付。

### 特別條件

閣下如要提出索償，必須於意外發生後的三個月內盡快以書面通知我們。本公司有權要求：

- 1 由本公司安排就非致命傷害進行檢驗
- 2 死亡後驗屍



## 第五項除外責任

我們不保障：

- 由以下引致的死亡，受傷，收費，成本及費用：
  - 任何不法行為；或其故意令自己身處險境(試圖拯救他人生命除外)、故意自殘、自殺或企圖自殺(無論是在神智正常或精神錯亂下)
  - 已存在傷疾
  - 酒精或藥物的反應或影響，除非有關藥物由註冊醫生處方
  - 直接或間接地因人類免疫力缺乏病毒或人類免疫力缺乏病毒有關的包括愛滋病及/或其任何突變、衍生或變異
  - 因性傳染病，懷孕，流產或分娩而引起的併發症
- 由以下引致死亡，受傷，收費，費用及開支：
  - 飛行，除非作為乘客乘搭已註冊，定期，允許載客的飛機旅遊
  - 常規或臨時的軍事或警察工作
- 因您的受保家傭參加下列活動而引致死亡，受傷，收費，費用及開支：
  - 需使用繩索或嚮導進行的登山或攀山活動
  - 需使用潛水呼吸器輔助的水中活動，跳傘
  - 洞穴探險
  - 比賽(步行或游泳除外)，笨豬跳
  - 職業運動，冬季運動，電單車
- 若死亡或傷病是在香港境外發生
- 若死亡或傷病是由僱傭活動中引起

## 第六項 送返原居地費用

本公司將根據您的合約責任，在受保家傭的僱用合約期屆滿前把受保家傭或其遺體送返其原居地而實際引致的必要和合理費用：

- 若受保家傭身故，本公司將承擔遺體運送的實際費用。
- 醫生證明身體不適，以致受保家傭失去工作能力不能完成與投保人訂立的僱傭合約，本公司將承擔送返受保家傭祖國的經濟客位航班交通費用。

本公司於每個保單年度將不會承擔任何超出保障範圍內項目六的送返原居地費用上限 \$20,000

## 第六項除外責任

我們不保障：

- 因人類免疫力缺乏病毒及/或人類免疫力缺乏病毒有關，包括愛滋病及/或其任何突變、衍生或變異、造成或與之有關的任何死亡、受傷、疾病、開支、費用或任何責任；
- 任何因性病、不育、懷孕、流產、分娩有關之併發症；
- 自殺或企圖自殺、蓄意自我傷害、故意暴露於危險中(救援工作除外)或任何犯罪行為；
- 精神疾病，神經錯亂，酗酒或濫用毒品；
- 已存在傷疾；
- 在香港以外地區引起的受傷及疾病

## 第七項 另聘家傭費用

當受保家傭的僱傭合約因下列情況導致終止，本公司將償付投保人補聘新一名外籍家庭傭工所實際引致的必要和合理費用(薪金除外)：

- 已為投保人工作連續2年的受保家傭在沒有預先通知的情況下突然離職；
- 一年內已共發生兩次受保家傭辭職或被解僱而提早終止僱傭合約，第三次發生可受保障；
- 受保家傭的蓄意行為或疏忽導致投保人或投保人的家庭成員身體受傷；
- 第九項忠誠保障的有效索償；
- 投保人把受保家傭或其遺體送返其原居地及根據本保單第六項「送返原居地費用」就該名受保家傭提出有效索償；

### 特別條件

- 每一保單年度根據第七項(a)支付的最高金額列明於第一部份的保障範圍。
- 每一保單年度根據第七項(b)支付的最高金額列明於第一部份的保障範圍。
- 每一保單年度根據本項支付的最高金額列明於第一部份的保障範圍。
- 第七項(a)至(d)的自負額：本公司將不承擔受保家傭首三個月的僱傭期內發生的費用，或僱傭中心免服務費更換家傭期間內發生的費用，以較長的期間為準。
- 投保人必須向本公司提供證明，其已通知入境事務處關於受保家傭的僱傭合約已終止之事。

## 第七項除外責任

我們不保障：

- 根據7(e)的事故未能按保障範圍第六項進行賠償

## 第八項 服務中斷津貼

受保家傭在受保期間連續五日或以上需住院接受治療或手術，而有關醫療費用可根據保障範圍中的項目二賠付，即本公司將支付投保人每日 \$200 服務中斷津貼，每個保單年度上限為 \$6,000

## 第八項除外責任

我們不保障：

- 任何於此保單中未能按保障範圍內項目二住院及手術費用進行賠付的事故

## 第九項 忠誠保障

於保單年度內本公司將償付投保人因受保家傭的欺詐或不誠實行為而引致的實際金錢損失

有關欺詐或不誠實行為必須發現於保單生效期間或保單到期後十五天內或受保家傭死亡後/僱傭合約終止後的十五天內

a) 於保單生效年度本公司將負責有關更換門鎖的費用最高為\$1,000

本公司於每個保單年度將根據保障範圍內項目九包括(a)的最高賠償為\$8,000

您欠受保家傭的任何款項，均須從本第九項「忠誠保障」下應付的任何款項中扣除。而閣下需有責任證明有關的財務損失是由您受保家傭的欺詐或不誠實行為而造成。

### 第九項除外責任

我們不保障：

1 於事故發現後24小時未有向警察報案

## 第十項 個人責任

受保家傭在受保期內因疏忽而引致下列的意外，並引致您在香港對第三者負上法律責任時，本公司將向投保人賠償投保人就每項意外實際承擔的所有費用及開支，最高達100,000港元

- 1 任何人士意外身體受傷(包括招致死亡或感染疾病)，但您和您家人及受保家傭家人不在上述「任何人士」之列
- 2 導致第三者的財物損失或損毀

### 第十項除外責任

我們不保障：

- 1 屬於您的財產損失或有關責任
- 2 任何蓄意或惡意行為
- 3 擁有，管有，駕駛飛機，船隻或使用機械驅動車輛(包括電單車)
- 4 任何協議，如果沒有該協議便不需負責任
- 5 任何犯罪活動
- 6 非香港的司法下最先發出的裁決而引起直接或間接的責任
- 7 在香港取得的執行外地裁決的裁決或命令而引起的直接或間接責任
- 8 在您家中發生的任何意外
- 9 在香港以外地區發生的任何意外
- 10 食物及飲品中毒

## 第十一項 償還貸款保障

於保單年度內本公司將償付下列情況下投保人因受保家傭無力償還由投保人貸出的款項而引致的實際金錢損失：包括(a)您的受保家傭被遣返或(b)他/她的遺體已運返祖國，同時有關賠償會根據第六項送返原居地費用賠付，而本公司亦需閣下提供有關貸款的證明文件參考。

本公司於每個保單年度將根據保障範圍內項目十一的最高賠償為\$10,000

### 第十一項除外責任

我們不保障：

1. 保障範圍內項目六送返原居地費用不保障的事件
2. 投保人未能向本公司提供家傭貸款的證明

## 第十二項 24小時家居支援服務

此24小時服務熱線由安盛支援提供，以協助投保人及投保人的家人安排以下任何服務：

請致電24小時服務熱線：(852) 2851 1990(只限於香港境內提供服務)，並須提供您的保單號碼。此熱線服務由安盛支援為您提供。您一旦提出要求，安盛支援便會為您提供所需轉介服務的提供者及其收費的有關資料。如有需要，安盛支援亦會協助您安排於家中診症或為您進行預約。

- (a) 電工轉介
- (b) 水管工人轉介
- (c) 鎖匠轉介
- (d) 家中診症/牙科治療轉介
- (e) 保姆/家庭看護轉介
- (f) 滅蟲/家居清潔服務轉介
- (g) 家居物品一般維修轉介
- (h) 本地家務助理、陪月員轉介及外籍家庭傭工諮詢服務\*
- (i) 冷暖空調工程師轉介
- (j) 醫療服務提供者轉介
- (k) 與家庭傭工/僱傭中心糾紛的免費法律/仲裁轉介服務

\* 上述外籍家庭傭工諮詢服務是指提供由香港特別行政區政府勞工處所發佈有關外籍家庭傭工的資料

本公司將保留隨時更換服務供應商的權利

## 自選保障 附加醫療(嚴重疾病)保障

若承保表內列明您選取了自選保障項，我們將會支付超出於第二項「醫院費用」限額而就以下指定嚴重疾病進行之手術或治療的醫療上必需的開支：

- (a) 中風
- (b) 冠狀動脈搭橋
- (c) 癌症
- (d) 腎衰竭
- (e) 主要器官移植
- (f) 多發性硬化
- (g) 主動脈手術/心瓣置換
- (h) 腦炎
- (i) 細菌感染腦膜炎
- (j) 尿道石及膽石

但須符合下列條件：

本公司將會根據附加醫療(嚴重疾病)保障項向投保人支付因受保家傭身體受傷或患病須入院接受手術或治療，超出於第二項「醫院費用」限額的費用，包括所有住院膳宿、手術及其他住院雜費，每段受保期每年不超過70,000港元。

「附加醫療(嚴重疾病)保障」的不受保項目

我們不保障：

- 1. 沒有在本項列明的病患
- 2. 已存在傷疾
- 3. 神經疾病或精神錯亂、性病、先天性畸形及缺陷、不育、絕育、心臟病
- 4. 靜養或身體檢查
- 5. 整容或整形手術
- 6. 接種、免疫接種、注射或防疫針藥
- 7. 在香港以外地區引致的費用或接受的治療
- 8. 任何本保單中保障範圍內項目二住院及手術費用不受保的事件

## 第四部份：一般不受保項目

我們不保障：

- (1) 因下列任何情況直接或間接引致、造成或與之有關的任何死亡、傷殘、損失、損害、損毀、任何法律責任、費用或開支，包括任何性質的後果損失(無論有關損失是否由任何其他因素或事件同時或以任何時序所引致)：
  - (i) 戰爭、入侵、外敵行為、戰鬥或類似戰爭的行動(不論是否已宣戰)、內戰、叛亂、革命、起義、在程度上相當於軍事政變或奪權的民眾騷亂；或
  - (ii) 任何恐怖主義活動，包括但不限於：
    - 任何一名或多名人士為政治、宗教、意識形態或類似目的，不論有沒有明示目的，及/或為引致公眾或部分公眾產生恐慌而
    - a. 使用或威脅使用武力、暴力及/或
    - b. 傷害或損害生命或財產(或威脅作出有關傷害或損害)，包括但不限於核輻射及/或化學及/或生物製劑污染；或
  - (iii) 所採取以控制、預防、遏止上述(i)或(ii)的活動或在任何方面與其有關的任何行動。

若本公司因本不受保項目而宣稱任何損失、損害、費用或開支不在本保單的保障範圍之內，提出任何相反舉證的責任須由投保人承擔。

請注意，上述(ii)所列恐怖主義不受保項目並不適用於第一項「僱員補償」。本公司可根據市場變動而修訂本條文，但須向投保人發出七(7)日通知。

- (2) 因下列任何情況直接或間接引致、造成或與之有關的任何性質的法律責任、損失、損害、費用或開支(無論有關損失是否由任何其他因素或事件同時或以任何時序所引致)：
  - (i) 核燃料或燃燒核燃料後的核廢料之放射性所產生的電離輻射或污染；
  - (ii) 任何核裝置、反應堆或其他核組裝或零件的放射性、毒性、爆炸性或其他危險或污染屬性；
  - (iii) 應用原子核裂變及/或聚變或其他類似反應或放射性力量或物質的任何戰爭武器。
- (3) 在神志正常或精神失常的情況下蓄意自殘或自殺(無論是否屬於重罪)，或做出任何企圖自殘或自殺的行為所引致的任何索償；
- (4) 分娩、懷孕、流產、墮胎及所有相關併發症所引致的任何索償，即使有關事件乃由意外所加速或引發；
- (5) 酗酒、吸毒或濫用藥物(有關藥物並非由法律上合資格的註冊醫生處方)，以及與毒品或酒精有關的治療所引致的任何索償；
- (6) 人體免疫力缺乏病毒及/或其有關的任何疾病，包括愛滋病(後天免疫力缺乏症)
- (7) 任何索償，如該索償中受保家傭與您有血緣關係。
- (8) 石棉全面除外條款  
本保單並不適用於且承保因各類型或數量的石棉或含石棉材料直接或間接引起、導致或引致損失、任何人士的任何身體損傷或死亡的任何實際或聲稱責任而引致的索償。
- (9) 制裁責任限制及除外條款  
倘若保險公司會因所提供的保障、賠償款項或利益而面臨聯合國決議下的任何制裁、禁令或限制，或遭受歐盟、英國或美國的法律、法規、貿易或經濟下的制裁，保險公司將不會視作提供任何保障，及無須承擔任何賠償或提供任何利益之責任。

## 第五部份：一般條款

請閣下須遵守以下條款內容，否則可能會被本公司取消閣下保單或拒絕索償申請

### 1. 注意事項

閣下必須採取所有合理預防措施以防止意外及損失及遵從所有法定責任

### 2. 索償

倘若有任何意外，受傷、損失或責任發生而可能導致索償

閣下必須

- 發生後(30)天內盡快以書面通知本公司發生及/或受傷詳情
- 立刻將任何法庭頒發的令狀或傳票送交本公司及盡快將任何信件、申索、或其他文件送交本公司
- 立刻通知本公司任何即將提出的檢控、研訊或死因研訊
- 當受保家傭發生任何意外，受傷或患上疾病，請確保受保家傭盡快獲得合適治療
- 向本公司提供我們合理要求提供的證明書、資料及其他文件，有關費用須由閣下或代表閣下的任何人士支付

閣下絕對不應

- 承認或否認別人針對閣下而提出的任何索償或與他們達成任何協議
- 我們有權以閣下名義代表閣下商議、和解或抗辯任何有關索償。我們亦可運用閣下在法律上擁有的任何追討權利
- 就非致命的受傷事件，由本公司委派醫療諮詢人進行檢查
- 就死亡事件，進行屍體檢驗

### 3. 我們有權追回款項

若我們在法定下必須支付我們本應不用支付的金額，閣下必須退還所全數金額

### 4. 欺詐

假若閣下或任何代表閣下的人士在知情下根據保單提出虛假索償，或欺詐性的誇大索償，本公司不會賠償有關索償，保單提供的所有保障亦會被取消

### 5. 仲裁

因本保單引起或與之相關的任何爭議、糾紛、分歧或索償(包括本保單的存在、有效性、詮釋、履行、違反或終止，或因本保單引起或與之相關的任何關於非合約性責任的爭議)，須提交香港國際仲裁中心按照仲裁通知提交時有效的香港國際仲裁中心規則進行仲裁並最終解決。本仲裁條款適用的法律為香港法。仲裁地須為香港。仲裁員人數須為一名。仲裁程序須以英語進行。若我們就本保單下的任何索償拒絕我們對您的責任，而該項索償未有於拒絕日期起計十二(12)個曆月內根據本保單的條文提交仲裁，則該項索償須就所有目的而言被視為已被放棄，其後不得根據本保單追討。

### 6. 取消保單

- 根據本保單的規定，外籍家庭傭工計劃的最低收費\$500及本地家務助理計劃為\$300
- 除非在保單生效日前取消保單，否則三個月的計劃是沒有保費退回
- 若閣下需申請取消一年期或兩年期的保單，需於取消保單的(7)天前向本公司提出書面通知，有關保單收費將參考(a)部分，退費則按保單剩餘日子比例計算。若在保單年度中涉及任何賠償將不獲退款。
- 本公司有權以7日書面通知閣下取消保單，通知書將以郵件形式寄至閣下登記的地址，或僅以電子方式(如發送至已登記的電子郵箱或發送短訊至已登記的手機號碼)。有關保單收費將參考(a)部分，退費則按保單剩餘日子比例計算。若在保單年度中涉及任何賠案將不獲退款。

### 7. 其他保險

如在此保單上有任何關於意外，受傷、損失或責任作出索償時，投保人已獲其他保單提供相同保障，本公司只會負責按比例應承擔的部份

### 8. 年齡限制

- 外籍家庭傭工：受保家傭的年齡必須介乎18至60歲，並可續保至64歲
- 本地家務助理/陪月員：受保家傭的年齡必須介乎18至64歲，並可續保至64歲(陪月員計劃除外)
- 「附加醫療(嚴重疾病)保障」：受保家傭的年齡必須介乎18至60歲

### 9. 續保(三個月的陪月員計劃除外)

- 若您在保費到期時繳付保費，本保單所載之保障將繼續生效，直至下一個保費到期日為止。
- 本保單將於繳付到期保費後自動續保，除非本保單依據上述保單的一般條款第6條被終止。
- 受保家庭傭工可以續保至64歲。續保日期時如受保家庭傭工已年滿65歲，保險將於該續保日期終止。
- 保費及其他條款及條件

若我們為本保單進行續保，我們保留權利按照我們的絕對酌情權修訂保費或自負額或其他條款及細則，並將盡合理的努力就有關修訂向投保人提前30天發出書面通知，我們可絕對酌情決定(i)透過郵遞方式發送到投保人最後為我們所知的通訊地址，或(ii)僅以電子方式發送(例如用電郵發送到投保人最後為我們所知的電郵地址，或用短訊發送到投保人最後為我們所知的手機號碼)，而有關變動將由本保單的下一個續保日期起生效。保費應按續保通知所述規定支付。保費會在保費到期日於投保人指定的戶口中直接扣除。

### 10. 更改通知

閣下必須以書面盡快通知本公司有關任何可能影響本保險的更改，特別是閣下受保家傭的更改及任何影響受保家傭的疾病或身體或精神問題。

### 11. 合約(第三者權利)條例

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，為清楚起見，只有您及我們是本保障的一方，受保家傭亦是

## 第六部份：怎樣索償

### 閣下應該：

- 1 請閣下先查看保單中保障的範圍，及查看有關受傷，意外及損失是否在本保單的保障內
- 2 遵守第五部分一般條款第二條
- 3 請從本公司的網頁或Emma程式中下載索償表格，提交有關的索償申請
- 4 閣下須以指明的表格2(由勞工處提供)填妥有關資料，並按法定要求提交至勞工處及把副本提供至我們

### 本公司將會

- 1 本公司將視乎情況而盡快安排人員回覆閣下。而此人將會是本公司的員工或獨立的理賠師。
- 2 在其他情況下，若我們需要任何更多資料，我們會向您告知。

**重要** — 為了讓我們盡快處理您的索償申請，請參考以上指引

為方便日後跟進及溝通，請記下您的保單資料或索償號碼

若有關索償已登記在本公司，日後會有專責同事跟進，如閣下有任何意見或需要作進一步查詢，請致電我們2523 3061。

**注意：**所有金額為港幣

如中、英文兩個版本有任何不一致或分歧之處，請以英文版本為準。



**安盛**

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**「卓越」豐盛優傭樂**

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