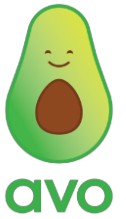


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Avo Domestic Helper Protection Policy

Welcome to the Avo family! This document ("Policy Wording") contains Avo Domestic Helper Protection Policy terms and conditions. Please read it together with the Benefit Schedule, Policy Schedule and, if any, Endorsements (collectively the "Policy") to ensure that You fully understand what cover is being provided.

In consideration of the payment of premium, We agree to provide insurance subject to the definitions, exclusions and conditions attached to this Policy.

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PART 1 – DEFINITIONS

As You read Your Policy, be aware that certain words in this Policy have specific meanings, which are given below:

“Accident” or “Accidental”	A sudden, unforeseen and unexpected event occurring entirely beyond the control of You.
“Bodily Injury”	A physical injury caused solely and independently by an Accident.
“Chinese Medicine Bone-setter, Acupuncturist”	A person other than You, the Insured Person or Your immediate family member, who is registered under the Chinese Medicine Ordinance in the laws of Hong Kong and practises in acupuncture or bone-setting on the basis of traditional Chinese medicine.
“Confined” or “Confinement”	Confinement as an in-patient for a continuous period of stay for Medically Necessary treatments in a Hospital and under the professional care of a Registered Medical Practitioner and which the Hospital makes a charge for room and board for such confinement.
“Family Member”	Relative who resides with You permanently in the same premises at the Place of Employment as stated in the Policy Schedule.
“Hong Kong”	The Hong Kong Special Administrative Region of the Peoples’ Republic of China or the HKSAR.
“Hospital”	An establishment, duly constituted, registered and operated as a hospital pursuant to the law of the area in which it is located for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery and having twenty-four (24) hour nursing services by legally qualified registered nurses and medical supervision of Registered Medical Practitioner(s), and is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.
“Insured Person”	The domestic helper named as the Insured Person in the Policy Schedule who is legally employed by You and who is eligible for and covered in this Policy. His/Her duties are only in relation or incidental to the household chores. He/She must not be a relative of the Policy Holder.
“Loss of Hearing”	The entire, permanent and irrecoverable loss of hearing rendering You absolutely deaf in one or both ears which is/are beyond the remedy by surgical or other treatment.
“Loss of Limb”	The permanent and irrecoverable loss of limb(s) by physical severance at or above the wrist or ankle joint.
“Loss of Sight”	The entire, permanent and irrecoverable loss of sight in one or both eyes rendering You absolutely blind which is beyond the remedy by surgical or other treatment.
“Loss of Speech”	The disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.
“Loss of Use”	Total functional disablement.
“Maximum Benefit Amount”	The maximum compensation amount We pay You or the Insured Person corresponding to each of the benefits stated in the Benefit Schedule for the insurance plan You have chosen and for which the premium has been paid.
“Medically Necessary”	Description of treatment or services in accordance with the generally accepted standards of medical practice and such treatment or services must: a) be consistent with the diagnosis and is the customary medical treatment for the condition; and b) be in accordance with standards of good and prudent medical practice; and c) not be furnished primarily for the convenience of Registered Medical Practitioner or any other medical service providers; and d) be furnished at the most appropriate level sufficient to safely and adequately treat and be performed in the least costly setting required for treatment of a covered injury; and e) not be rendered primarily for diagnostic tests, diagnostic scanning purpose, imaging examination, laboratory test or physiotherapy in the event of a Confinement.
“Ordinance”	Employees’ Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).
“Period of Insurance”	The period of time as specified in the Policy Schedule during which this Policy is effective.
“Permanent Total Disablement”	Disablement, as a result of a Bodily Injury, which: a) totally prevents the Insured Person from working in any occupation or attending to any business whatsoever or if the Insured Person has no business or occupation, from attending to his/her usual duties; and b) having lasted for a continuous period of three hundred and sixty-five (365) days from the date of the Accident, with no sign of improvement at the end of that period.

"Physiotherapist"	A registered physiotherapist other than You, the Insured Person or immediate family member, legally registered under the Supplementary Medical Professions Ordinance (Chapter 359, Laws of Hong Kong).
"Policy Year"	Each continuous twelve (12) month period of insurance under this Policy, the first on which starts on the first effective date of this Policy and thereafter on the same date in each consecutive year.
"Pre-existing Medical Condition(s)"	Any sickness, disease, injury; physical, mental or medical condition; or physiological degradation which has existed prior to the effective date of the Period of Insurance or the initial Period of Insurance before any renewal has taken place whichever is applicable: a) Medical treatment, diagnosis, consultation or prescribed drugs have been received; or b) The symptoms or manifestations have existed, whether treatment was actually received; or c) A reasonable person in the circumstances would be expected to be aware of.
"Registered Medical Practitioner"	A person other than You, the Insured Person or Your immediate family member, qualified by degree in western medicine and legally authorised by the government in the geographical area of his/her practice to render medical and surgical services.
"Sickness" or "Disease"	A medical condition arising from a pathological deviation from the normal healthy state.
"Terrorism"	Including but not limited to any act or threat of force, violence or any act harmful to human life, tangible or intangible property or infrastructure by any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organisation or government for political, religious or ideological purposes with the intention or effect to influence any government and/or to put the public or any section of the public in fear. An act of Terrorism must be confirmed and announced to the public by the relevant government.
"Third Degree Burns"	The skin has been damaged or destroyed to its full depth and damage to the tissue beneath.
"We", "Our", "Us" or "Avo"	Avo Insurance Company Limited.
"You", "Your" or "Policy Holder"	The person who is named as the Policy Holder in the Policy Schedule; and must hold a valid Hong Kong Identity Card and is aged eighteen (18) or above on the issuance date of this Policy.

PART 2 – BENEFITS

Section 1 – Employer's Liability

If the Insured Person in Your immediate employ shall sustain Bodily Injury or death by Accident occurring or Disease contracted during the Period of Insurance arising out of and in the course of his/her employment by You, We will, subject to Maximum Benefit Amount as stated in the Benefit Schedule, indemnify You against the legal liability in respect of such injury or disease under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify You against costs and expenses incurred by or on behalf of You with Our written consent.

Provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of You under the Ordinance, the liability of Us under this Policy shall be limited to such sums that We would have been liable to pay if the Ordinance had remained unaltered.

In the event of Your death, We will indemnify Your legal personal representatives in respect of liability incurred by You provided that such legal personal representatives shall as though they were You observe fulfill and be subject to the terms of this policy in as far as they can apply, given that written notice shall be given to Us within thirty (30) days from Your death.

Exclusions applicable to Section 1:

We will not pay any claim for:

1. any liability of You which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
2. any sum which You would have been entitled to recover from any party but for an agreement between You and such party;
3. any liability to any person who is not an employee of You within the meaning of the Ordinance;
4. any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which You may become liable under the Ordinance or independently of the Ordinance;
5. any injury by Accident or Disease sustained by the Insured Person outside Hong Kong;
6. any injury by Accident or Disease where We have not been given sufficient notice to the institution of proceedings in a court or tribunal to enable Us to be added as a party to the proceedings; or
7. any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness ("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). "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).

Section 2 – Inpatient Expenses

In the event that the Insured Person is Confined in a Hospital due to Bodily Injury or Sickness, We will reimburse You up to the Maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule for the actual hospitalisation expenses incurred which are Medically Necessary, including but not limited to:

a) Room & Board

hospital accommodation charges, including charges for meals and general nursing services, incurred by the Insured Person who is registered as a bed patient in a Hospital; and

b) Surgical Expenses

charges for any Medically Necessary surgical procedures performed on the Insured Person in the Hospital by a Registered Medical Practitioner.

Extension to day case surgery

This is an extension of the cover under this Section. We will pay the actual reasonable and customary charges for the surgical operation which is actually undertaken on outpatient or day patient basis by a Registered Medical Practitioner, subject to the Maximum Benefit Amount as stated in the Benefit Schedule.

Exclusions applicable to Section 2:

We will not pay any claim for:

1. any expenses related to additional cost of single or private room accommodation at a Hospital or charges in respect of special or private nursing;
2. non-essential medical treatment or any medical treatment for Confinement that is not recommended by a Registered Medical Practitioner;
3. any expenses related to cosmetic surgery;
4. dental care;
5. rest care or physical check-ups;
6. vaccinations, immunisation, injections or preventive medication; or
7. any loss or expenses incurred if You fail to obtain a written medical report from the Registered Medical Practitioner.

Section 3 – Outpatient Expenses

In the event that the Insured Person receives outpatient treatments stated below due to Bodily Injury or Sickness, We will reimburse You up to the Maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule for the actual expenses incurred which are Medically Necessary.

a) Clinical Expenses

The cost of the medical consultation and any charges for prescribed medicines and drugs from any legitimate source and any laboratory and x-ray charges incurred upon the advice of a Registered Medical Practitioner.

b) Expenses for bone-setting, acupuncture or physiotherapy treatment

Expenses for bone-setting, acupuncture or physiotherapy treatment rendered by a Chinese Medicine Bone-setter, Acupuncturist or Physiotherapist.

Exclusions applicable to Section 3:

We will not pay any claim for:

1. Clinical Expenses of non-essential medical treatment or any medical treatment not recommended by a Registered Medical Practitioner;
2. any expenses related to cosmetic surgery;
3. dental care;
4. rest care or physical check-ups;
5. vaccinations, immunisation, injections or preventive medication; or
6. any Chinese medicine treatment other than bone-setting and acupuncture treatment.

Section 4 – Dental Expenses

We will reimburse the expenses reasonably and necessarily incurred by the Insured Person for oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease or Bodily Injury provided such treatment and service are received from a legally qualified and registered dentist in Hong Kong, up to the Maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule.

Exclusions applicable to Section 4:

We will not pay any claim for:

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

Section 5 – Personal Accident

If the Insured Person sustains a Bodily Injury during the rest days of the Insured Person directly and solely resulting in the death or permanent disablement within three hundred and sixty-five (365) consecutive days from the date of Accident, We will pay the Insured Person or his/her legal estate the benefit based on the *Compensation Table* as below up to 100% of the Maximum Benefit Amount as stated in the Benefit Schedule.

Compensation Table

Bodily Injury leading to	% of the Maximum Benefit Amount
1. Accidental death	100%
2. Permanent Total Disablement	100%
3. Loss of Sight in	
a. both eyes	100%
b. one eye	50%
4. Loss of Limb or its Loss of Use	
a. two or more limbs	100%
b. one limb	50%
5. Loss of Hearing in	
a. both ears	100%
b. one ear	50%
6. Loss of Speech and Loss of Hearing	100%
7. Loss of Speech	50%
8. Third Degree Burns - % of surface areas	
a. head: >12% or body: >20%	100%
b. head: >8% to 12% or body: >15% to 20%	75%
c. head: 5% to 8% or body: 10% to 15%	50%

Conditions applicable to Section 5:

1. If the Insured Person suffers from more than one of the Bodily Injuries listed above in the same Accident, We will pay for the one with the highest percentage of the benefit amount shown in the *Compensation Table*.
2. The severity of Bodily Injury must be certified by a Registered Medical Practitioner with medical reports and full diagnosis.
3. Any body part which was partially disabled prior to a Bodily Injury covered under this Policy and subsequently becomes totally disabled as a result of such Bodily Injury, the percentage of benefit amount payable shall be determined by Us. However, no benefit shall be payable in respect of any loss of a body part which was permanently disabled prior to the Bodily Injury.

Exclusions applicable to Section 5:

We will not pay any claim for:

1. Bodily Injury which is a consequence of any kind of Diseases or Sickness;
2. taking part in any sports in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sports as a source of income; or
3. any aerial activities, except as a fare paying passenger in an aircraft operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers.

Section 6 – Service Interruption

We will reimburse expenses reasonably and necessarily incurred by You to hire a temporary domestic helper in the event of the Insured Person’s Confinement over twenty-four (24) hours which is covered under Section 2 - Inpatient Expenses. We will pay for each day the Insured Person is hospitalised up to the Maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule.

Section 7 – Repatriation

We will reimburse expenses reasonably and necessarily incurred up to the Maximum Benefit Amount as stated in the Benefit Schedule for:

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

Exclusion applicable to Section 7:

We will not pay any claim for any repatriation or transportation of mortal remains originating outside Hong Kong.

Section 8 – Replacement

We will reimburse expenses reasonably and necessarily incurred by You during the Period of Insurance to employ a new domestic helper as replacement in the event that You repatriated the Insured Person or returned his/her mortal remains to his/her country of residence and a valid claim is payable under Section 7 - Repatriation, up to the Maximum Benefit Amount as stated in the Benefit Schedule.

Section 9 – Personal Liability

If the Insured Person becomes legally liable to pay compensation for:

1. Accidental death, Bodily Injury or illness of any person other than You or Your Family Member;
 2. Accidental loss of or damage to any third party property other than the property of You or Your Family Member;
- occurring in the course of his or her employment in Hong Kong arising from his or her negligence, We will indemnify You in respect of all sums payable including all costs and expenses of litigation to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributed to one source or original cause, subject to the Maximum Benefit Amount as stated in the Benefit Schedule.

Exclusions applicable to Section 9:

We will not pay any claim for:

1. any agreement unless liability would have attached otherwise;
2. any ownership, possession or use of any mechanically and/or electrically propelled vehicles and/or accessories, including but not limited to pedal cycles, motorcycles, aircraft and/or watercrafts; or
3. any food and drink poisoning.

Section 10 – Fidelity Protection

We will pay for Your pecuniary loss up to the Maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule directly resulting from the act of fraud or dishonesty committed by the Insured Person, including but not limited to:

- a) unauthorised use of long-distance calls, and
- b) the costs of replacing main door lock and/or gate lock.

Conditions applicable to Section 10:

1. The act of fraud or dishonesty must be committed during the Period of Insurance.
2. The act of fraud or dishonesty must be discovered during the Period of Insurance or within thirty (30) days after the Policy expiry or within thirty (30) days after death, dismissal or expiry of employment contract of the Insured Person, whichever is the sooner.
3. Money due by You to the Insured Person shall be deducted from any amount otherwise payable under this Section.
4. Discovery of any act of fraud or dishonesty must be reported to the police within twenty-four (24) hours.
5. It is Your duty to prove that Your pecuniary loss is a direct result of the act of fraud or dishonesty committed by the Insured Person.

Section 11 – Family Member Medical Expenses

If You or Your Family Member sustains Bodily Injury caused by intentional malicious act of the Insured Person, We shall pay the medical expenses up to the Maximum Benefit Amount as specified in the Benefit Schedule resulting from such Bodily Injury provided that the incident is reported to the police within twenty-four (24) hours and a medical report is filed.

PART 3 – GENERAL EXCLUSIONS

We will not pay You for any benefits if the claim is caused directly or indirectly as a result of or in connection with:

1. any event occurred outside Hong Kong;
2. any illegal or unlawful acts;
3. suicide, attempted suicide, intentional self-injury, insanity, mental or nervous disorders, sleep disorder, psychiatric disorder, or willful exposure to danger (other than in an attempt to save human life);
4. Pre-existing Medical Conditions (including psychological, venereal disease, congenital anomalies and deformities, infertility and sterilisation);
5. the influence of alcohol or drugs;
6. engaging in naval, military or air force service or operations, armed force service; war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts to popular rising (except as specified under individual sections), military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
7. abortion, miscarriage, pregnancy or childbirth or any complications arising from these conditions;
8. HIV, AIDS and/or any sexually transmitted disease;
9. any acts of Terrorism; or
10. any nuclear reaction or contamination, ionising rays or radioactivity.

PART 4 – GENERAL CONDITIONS

1. **POLICY CONTRACT**
This Policy is a contract between You and Us and contains this Policy Wording, the Benefit Schedule, the Policy Schedule and any Endorsements. Any changes to the terms and conditions of this Policy are only valid if We have given Our approval in writing, and issue You Our official Endorsement(s).
2. **AGE LIMIT AND ELIGIBILITY**
Any person who is aged eighteen (18) or above is eligible to enroll as an Insured Person under this Policy.
3. **REASONABLE CARE**
You and the Insured Person shall act in a prudent manner and exercise reasonable care and prevent accidents, injury, sickness, loss or damage.
4. **GOVERNING LAW AND JURISDICTION**
This Policy is issued in Hong Kong and is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and shall be governed and construed in accordance with the laws of Hong Kong.
5. **CHANGE IN INFORMATION**
If at any point in time, You become aware that any information declared to Us is incorrect or needs update, You must notify Us immediately since this can affect whether Your Policy is still valid. We will assess the new details provided and may issue Endorsement; cancel the Policy or decline the renewal or offer to renew the Policy on different terms.
6. **MISREPRESENTATION OR NON-DISCLOSURE**
This Policy shall be void from the effective date of this Policy and We will not pay any claim if You, or anyone acting on behalf of You makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to act in utmost good faith. We will not be liable to refund any premium paid. If any benefit has been paid by Us, You shall refund such benefit to Us within seven (7) days from the date of Our notice of demand.
7. **CHANGE OF PLAN OR BENEFIT**
Change of plan or benefit is not allowed for this Policy during the interim Period of Insurance. Subject to Our approval, You may request for change of plan or benefit only at the time of the renewal of this Policy.
8. **CLERICAL ERROR**
Clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.
9. **DUPLICATE INSURANCE**
If You are covered under more than one (1) policies of the same kind which are underwritten by Us for the same Insured Person and Period of Insurance, We shall only be liable for the policy with the maximum benefit amount. Where the benefit amount under any additional policy is identical, We shall only be liable for the policy first issued.
10. **OTHER INSURANCE**
Except for Section 5 – Personal Accident of this Policy, if there is any other policy insured by other insurance company which also covers the same benefits as this Policy at the time of a claim, this Policy is not to be called upon in contribution and is only to pay any loss thereon if and so far as not recoverable under any other insurance.
11. **MAXIMUM LIABILITY ON PERSONAL ACCIDENT**
Where any person is insured under multiple policies which contain personal accident covers and are issued by Us, the maximum liability in respect of such person under all personal accident covers shall not exceed HKD5,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.
12. **MEDICAL EXAMINATION**
We shall be entitled in case of non-fatal injury to call for examination by a medical referee appointed by Us if We deem necessary and in the event of death to have a post-mortem examination at Our expense. The result of such examination shall be Our property.
13. **FRAUD**
If any claim under this Policy shall be, in respect, fraudulent or if any fraudulent means or devices shall be used by You or anyone acting on Your behalf to obtain a benefit under this Policy, We shall have no liability in respect of such claim and all covers under this Policy shall cease immediately. We will not be liable to refund any premium paid.
14. **NOTICE OF CLAIM**
You must give written notice of claim to Us within thirty (30) days after the occurrence of any event likely to give rise to a claim under this Policy or as soon thereafter as is reasonably possible. In the event of death, immediate notice must be given to Us by Your legal estate. All claims shall be made together with satisfactory proof to Us and all proof shall be rendered at Your own expense or Your representative's expense. We shall not accept liability for any claim if the required information is not received within sixty (60) days from the issue date of any written request from Us requesting such further information, and the claim is thereafter deemed to be abandoned.
15. **CLAIMS SETTLEMENT**
Upon occurrence of any event likely to give rise to a claim under this Policy,
 - (a) You must within thirty (30) days provide Us with a detailed statement describing the event;
 - (b) You shall at Your own expenses furnish Us the requested document(s) and/or the original document(s) upon requested;
 - (c) all expenses to be indemnified under this Policy shall in the first instance, be paid by You and the invoices and receipts are to be submitted with the claim form to Us for reimbursement;

- (d) We shall be entitled to undertake in the name and on behalf of You or the Insured Person the absolute conduct, control and settlement of any proceedings instituted against You or the Insured Person and You or the Insured Person shall give all necessary information and assistance to enable Us to settle or resist any such claim or proceedings; and
- (e) You or the Insured Person shall not make any admission of liability offer promise payment or indemnity without the written consent by Us.

Any writ summons or other legal proceedings issued or commenced against You or the Insured Person in relation to any event which may give rise to a claim under this Policy shall be notified to Us in writing and forwarded to Us immediately on receipt;

16. TO WHOM INDEMNITIES PAYABLE

Any indemnity related to personal accident shall be payable to the Insured Person or his/ her legal estate. All other indemnities shall be payable to You.

17. SUBROGATION

We have the right to proceed at Our own expense in the name of You against any third parties who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered shall belong to Us. You shall fully cooperate with Us in the recovery action.

18. CURRENCY

All premiums and benefits payable under this Policy are in Hong Kong dollars unless otherwise endorsed in the Policy Schedule. For claim incurred in foreign currency, the exchange rate will be determined by Us at a reasonable foreign currency exchange rate We choose. We are not legally responsible for any exchange rate-related losses that You may have.

19. LANGUAGE

The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

20. DEALING WITH DISPUTES

If any dispute on Your Policy that We cannot resolve, We agree to resolve the dispute by mediation. If mediation fails, the dispute can be determined by arbitration by a single arbitrator. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the chairman for the time being of Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. We disclaim liability to You for any claim under Your Policy and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.

21. RIGHTS OF THIRD PARTIES

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 Special Administrative Region) to enforce any terms of this Policy.

22. SANCTION CLAUSE

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefits to You if the loss or expense reimbursed or paid by Us would expose Us 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 and United States of America or any jurisdiction applicable to Us.

23. COMPLIANCE WITH POLICY PROVISIONS

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

24. POLICY LIMIT

The maximum amount of compensation received from Us shall not be more than the sub-limit of each benefit and the Maximum Benefit Amount of each section as stated in the Benefits Schedule. In no event shall the total benefit amount payable exceed 100% of the Maximum Benefit Amount and any applicable sub-limits as stated under each section in the Benefit Schedule.

25. COLLECTION OF PERSONAL DATA

You and the Insured Person agreed that all personal data collected and held by Us will be used according to Our Privacy Policy which is available at Our website.

26. RENEWAL

This Policy may be renewed with Our consent by payment of the premium in advance as specified in the renewal notice. Yet We reserve the right to alter the terms and conditions, including but not limited to the premiums, benefits, Maximum Benefit Amount or exclusions of this Policy at the time of renewal by giving thirty (30) days' written notice to You in advance. We will not be obligated to reveal Our reasons for such amendments. For non-renewal policy, We will notify You the policy not to invite renewal at Our absolute discretion thirty (30) days prior to the expiration of this Policy.

27. CANCELLATION

We may cancel this Policy at any time by sending You fourteen (14) days' advance written notice to the latest address or Your latest email address on Our file and refund pro-rata premium to You for the unexpired period. The cancellation will not prejudice any claim originating prior to cancellation of this Policy. Any notice so served shall be deemed received by You as follows:

- i) If sent by post, two (2) working days after posting; or
- ii) If sent by email, on the date and time transmitted.

You may cancel this Policy by giving Us prior written notice. Provided that there has been no claims payment under this Policy during the Period of Insurance, We will with reference to the Policy Year refund premium on pro-rata basis to You, subject to the minimum premium of HKD300 which is in no event refundable after the Policy is issued.

28. TERMINATION OF POLICY

- a) This Policy shall automatically terminate on the earliest of the following dates:
- i) this Policy ceases pursuant to the 6. MISREPRESENTATION OR NON-DISCLOSURE or 13. FRAUD under Part 4 – GENERAL CONDITIONS;
 - ii) when We or You cancel this Policy according to 27. CANCELLATION under Part 4 – GENERAL CONDITIONS;
 - iii) upon payment of 100% of the Maximum Benefit Amount under Section 5 – Personal Accident under Part 2 – BENEFITS of this Policy;
 - iv) the date of death of You; or
 - v) upon expiry of the Period of Insurance.
- b) Immediately following termination of this Policy, all coverage under this Policy shall cease to be in force. No unearned premium paid for the Period of Insurance of this Policy shall be refunded, unless specified otherwise in the 27. CANCELLATION under Part 4 – GENERAL CONDITIONS.



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Avo 家傭保障保單

歡迎來到 *Avo* 大家庭！本文件（以下稱為「保單條款」）包含 *你的* *Avo* 家傭保障保單條款及細則。請把本保單條款連同保障列表、保單列表及（如有）批註（合稱「保單」）一併仔細閱讀，並確保 *你* 完全理解 *我們* 提供的保障。

在已繳妥保費的前提下，*我們* 現就本保單內的釋義、不保事項、限制、條款及細則為你提供保障。

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第一部分 - 釋義

在閱讀你的保單時，請注意本保單中某些詞語具有特定含義，如下所示：

- 「意外」或「意外的」 突然、不可預見及不可預料並且完全非你能控制的事件。
- 「身體受傷」 純粹因意外而非其他事故所蒙受之身體損傷。
- 「中醫跌打師或針灸師」 除你、受保人或你的直系親屬以外，根據香港中醫藥條例註冊成為中醫並以傳統中醫藥學為基礎行醫應用在針灸或骨傷方面的人士。
- 「住院」 按註冊醫生建議以住院病人身份連續在醫院接受醫療所需的治療，而醫院並因此收取病房及膳食費用。
- 「家庭成員」 與你永久居住於保單列表所列明的工作地址的同一住所內的親屬。
- 「香港」 中華人民共和國香港特別行政區。
- 「醫院」 根據其所處地的法律合法地成立及運作，為患病及身體受傷病人提供治療和照顧之醫院，並設有完善的診斷及外科手術設備，及由合格註冊護士提供 24 小時護理服務及註冊醫生提供醫療服務。其主要業務並非診所、護理院、療養院、復康院或同類機構，亦非戒酒所或戒毒所。
- 「受保人」 於保單列表受保人欄內列明合法受僱於你、符合受保資格並獲得本保單保障的家傭，而其職責僅限於一般家庭雜務，亦不得為保單持有人的親屬。
- 「失聰」 單耳或雙耳永久及完全無法復原地失去聽覺能力，並不可以手術或其他治療方法補救。
- 「喪失肢體」 手腕或以上、腳踝或以上的肢體永久分離並且無法復原。
- 「失明」 單眼或雙眼完全喪失及永久無法復原地喪失視力，並不可以手術或其他治療方法補救。
- 「喪失說話能力」 無法發出說話所需的四種語音中的三種，例如唇音、牙槽唇音、硬顎音及軟顎音，或完全失去聲帶，或大腦控制說話的中樞受損而導致語言失能症。
- 「喪失功能」 完全機能性傷殘。
- 「最高賠償額」 根據你選擇並已為其支付保費的保障計劃，我們向你或受保人賠償保障列表內所述每項保障的最高賠償金額。
- 「醫療所需」 按照一般公認的醫療標準進行的治療或服務，而該等治療或服務須符合以下各項：
- 與有關診斷一致並符合醫療常規的治療；及
 - 符合良好及謹慎的行醫標準；及
 - 並非主要為方便註冊醫生或任何其他醫療服務供應商；及
 - 以最恰當的程度為受保的損傷作出安全、足夠而最經濟的治療；及
 - 並非主要以診斷檢查、診斷掃描、影像檢查、化驗檢查或物理治療為目的而住院。
- 「條例」 《僱員補償條例》（香港法例第 282 章）。
- 「保障期限」 於保單列表中所列明的保障有效期限。
- 「永久完全傷殘」 因身體受傷所引致的傷殘，而：
- 使受保人完全不能從事任何職業或業務；而若受保人沒有從事任何職業或業務，則指完全不能進行一般工作；及
 - 自意外發生日起計持續三百六十五（365）天後仍沒有好轉之跡象。

「物理治療師」	除你、受保人或你的直系親屬以外，根據《輔助醫療業條例》（香港法例第 359 章）規定已註冊成為物理治療師的人士。
「保單年度」	以本保單首個保單生效日及以後緊接每個年度的同一起計每個連續的十二（12）個月。
「投保前已存在之傷疾」	於保障期限生效日前或最初並未曾續保之保障期限之生效日前（以適用者為準）已存在任何疾病或受傷，身心或醫療狀況，或生理退化，並且： a) 已接受治療、診斷、諮詢或處方服藥；或 b) 不論是否確實曾接受治療該等症狀或事件已然存在；或 c) 在正常情況下應該合理地知悉該等症狀或事件。
「註冊醫生」	除你、受保人或你的直系親屬以外，擁有西方醫藥學位及已獲得政府准許在其執業的地區合法提供醫療及外科服務的人士。
「不適」或「疾病」	正常健康狀態因受到病理偏差而出現的醫療狀況。
「恐怖活動」	包括但並不限於任何個人或團體，不論獨自行動或代表任何組織或與任何組織或政府有聯繫，為了政治、宗教或意識形態目的，透過使用或威脅使用武力、暴力，或任何危害人類生命、有形或無形財產或基礎設施的行為，其目的或效果是影響任何政府及/或使公眾或任何部份公眾感到恐慌。任何恐怖活動必須經有關政府確認及向公眾宣佈。
「三級燒傷」	皮膚已被破壞深入至皮下組織。
「我們」、「我們的」或「Avo」	安我保險有限公司。
「你」、「你的」或「保單持有人」	其名字列於保單列表內為保單持有人的人士，並必須於保單簽發日持有有效的香港身份證及年滿十八（18）歲或以上。

第二部分 – 保障

第 1 節 – 僱主責任

若受保人在保障期限內及直接受僱於你時，在受僱工作期間因工遭遇意外而導致身體受傷或死亡或患上疾病，我們將按照保障列表內列明之最高賠償額，根據條例規定及獨立於條例，就你須為該損傷或疾病承擔的法律責任而支付有關補償，以及索償人的訟費及支出向你作出賠償。此外，我們亦會就一切經我們書面同意而由你或你的代表人所支付的訟費及支出向你作出賠償。

若條例在保障期限內或其後出現任何修訂，令你在條例下的法律責任有所改動，我們於本保單的責任僅限於支付在條例維持不變時我們應付的款項。

若你身故，我們會根據本保單的條款向你的合法遺產代理人作出賠償，惟該合法遺產代理人必須如你一樣遵守及履行本保單的所有適用條款，並受該條款所規限，以及於你身故後三十（30）天內向我們發出書面通知。

適用於第 1 節的不保事項：

我們將不會支付以下任何賠償：

1. 任何經協議規定你需承擔的責任，指若沒有該項協議，則原本不應承擔的責任；
2. 你有權從第三方獲得賠償，惟因你與該方訂有協議以致未能獲得賠償的任何款項；
3. 根據條例不屬於你的僱員之人士的任何責任；
4. 任何你可能須就逾期付款而支付的附加費、罰款或具嚴重懲罰性、懲戒性或示範性損害的賠償，無論是否根據條例規定；
5. 受保人在香港以外因意外所蒙受的任何損傷或疾病；
6. 由於我們未有收到充分通知，因而未能讓我們成為於法院或審裁處進行訴訟的其中一方的任何意外損傷或疾病；

7. 因肺塵埃沉着病或間皮瘤或噪音所致失聰而引起的任何責任：「肺塵埃沉着病」和「間皮瘤」與《肺塵埃沉着病及間皮瘤（補償）條例》（香港法例第 360 章）所述的定義相同，「噪音所致失聰」與《職業性失聰（補償）條例》（香港法例第 469 章）所述的定義相同。

第 2 節 – 住院費用

如 **受保人** 因 **身體受傷** 或 **不適** 而於 **醫院** 住院，我們將根據保障列表，並以所列的 **最高賠償額** 及分項限額為上限，向你賠償 **醫療所需** 的實際住院費用，包括但不限於：

- a) **病房及膳食**
受保人以住院病人身份於 **醫院** 登記入住的費用，其中包括膳食及一般護理服務；及
- b) **手術費用**
由 **註冊醫生** 於 **醫院** 向 **受保人** 施行任何屬於 **醫療所需** 的手術程序的費用。

日間手術的延伸保障

這項是本節的延伸保障。我們將根據保障列表內列明之 **最高賠償額**，支付由 **註冊醫生** 以門診或日症病人方式進行之手術所實際收取的合理且常規的費用。

適用於第 2 節的不保事項：

我們將不會支付以下賠償：

1. 於 **醫院** 內入住獨立或私家房間、或聘請特別或私家看護的額外費用；
2. 非必要或任何未經 **註冊醫生** 建議 **住院** 的治療；
3. 任何與整容手術有關的費用；
4. 牙科治療；
5. 療養或身體檢查；
6. 疫苗接種、免疫接種、注射或預防藥品；或
7. 任何 **你** 未能獲得由 **註冊醫生** 撰寫的醫療報告的損失或費用。

第 3 節 – 門診費用

如 **受保人** 因 **身體受傷** 或 **不適** 而接受下列的門診治療，我們將根據保障列表，並以所列的 **最高賠償額** 及分項限額為上限，向你賠償與 **醫療所需** 相關的實際費用。

- a) **西醫門診費用**
診症、經合法途徑取得的處方藥物、及經 **註冊醫生** 建議所衍生的任何化驗測試及 X 光診斷的費用。
- b) **跌打、針灸或物理治療費用**
由 **中醫跌打師** 或 **針灸師** 或 **物理治療師** 提供的跌打、針灸或物理治療的費用。

適用於第 3 節的不保事項：

我們將不會支付以下賠償：

1. 非必要或未經 **註冊醫生** 建議的治療；
2. 任何與整容手術有關的費用；
3. 牙科治療；
4. 療養或身體檢查；
5. 疫苗接種、免疫接種、注射或預防藥品；或
6. 任何跌打及針灸以外的中醫治療。

第 4 節 - 牙科費用

我們將根據保障列表，並以所列的**最高賠償額**及分項限額為上限，賠償**受保人**因牙齒疾病或**身體受傷**接受口腔外科手術、膿瘡治療、X光診斷、拔牙或補牙所招致的合理及必需的實際費用，惟此等治療及服務須由**香港**合資格及正式註冊的牙醫提供。

適用於第 4 節的不保事項：

我們將不會支付以下賠償：

1. 任何例行檢查、除牙垢、磨牙或洗牙及鑲牙；或
2. 任何牙橋、牙箍及假牙。

第 5 節 - 人身意外

受保人於休假日因**意外**而**身體受傷**，並於當日起計連續三百六十五（365）天內直接因該**身體受傷**且並無其他原因下導致死亡或**永久傷殘**，我們將根據以下**賠償表**所列，並以保障列表所規定之**最高賠償額**的 100%為上限，向**受保人**或其合法遺產承繼人作出賠償。

賠償表

身體受傷引致	最高賠償額百分比
1. 意外死亡	100%
2. 永久完全傷殘	100%
3. 失明	
a. 雙眼	100%
b. 單眼	50%
4. 喪失肢體或其喪失功能	
a. 兩肢或以上	100%
b. 單肢	50%
5. 失聰	
a. 雙耳	100%
b. 單耳	50%
6. 喪失說話能力及失聰	100%
7. 喪失說話能力	50%
8. 三級燒傷 - 佔身體表面面積的百分比	
a. 頭部：>12% 或身體：>20%	100%
b. 頭部：>8% 至 12% 或身體：>15% 至 20%	75%
c. 頭部：5% 至 8% 或身體：10% 至 15%	50%

適用於第 5 節的條款：

1. 如**受保人**在同一**意外**中遭受多於一項上述所列的**身體受傷**，我們將按**賠償表**所列賠償額中最高百分比的一項作出賠償。
2. **身體受傷**的嚴重程度必須以**註冊醫生**撰寫並詳列診斷結果的醫療報告作為證明。
3. 任何身體部位於**身體受傷**前已局部傷殘，並在該**身體受傷**後變成完全傷殘，該**身體受傷**導致傷殘部份的賠償額百分比將會由**我們**決定。而於**身體受傷**前已永久傷殘的任何身體部位，則不會獲得任何賠償。

適用於第 5 節的不保事項：

我們將不會支付以下任何賠償：

1. 任何因**疾病**或**不適**而引起的**身體受傷**；
2. 以專業性質參與任何體育運動，或**受保人**可能/可以從中賺取收入或報酬的體育運動；
3. 任何空中活動，除非以付費乘客身份乘搭持牌航空或包機公司航機。

第 6 節 - 服務中斷

受保人因應於第 2 節 - 住院費用均受保的原因**住院**超過二十四（24）小時，我們將按保障列表以**受保人**每一住院日計算，向你賠償因聘請臨時家傭的合理及必需的費用，並以所列的**最高賠償額**及分項限額為上限。

第 7 節 – 送返回國

我們將根據保障列表所列的**最高賠償額**為上限，就以下事項賠償合理及必需的費用：

1. 因**受保人不適或身體受傷**，經**註冊醫生**證明不適合工作，須使用預定航班（經濟客位）被送返原居地，並包括來往機場作救護車運送的交通服務；
2. 剖驗**受保人**遺體及運送遺體或骨灰回其原居地最近下葬地點的機場。

適用於第 7 節的不保事項：

由**香港**以外地方送返家傭或其遺體的任何費用。

第 8 節 – 補聘家傭

如**你**已按第 7 節 - 送返回國將**受保人**或其遺體送返原居地並得予賠償，我們將根據保障列表，並以所列的**最高賠償額**為上限，向**你**賠償在**保障期限**內另聘一名新家傭所衍生合理及必需的費用。

第 9 節 – 個人責任

受保人在**香港**受僱工作期間因其疏忽而須負上下列的法律責任：

1. 導致他人**意外死亡**、**身體受傷**或感染疾病，但**你**或**你的家庭成員**除外；
2. **意外**導致第三者財物損失，但**你**或**你的家庭成員**的財物除外；

我們將賠償**你**就所有應付款項，包括就任何一個或多個索償人的訴訟費用及開支，無論由一次事件或隨後由一個源頭而引發的一連串事件，並以保障列表所列的**最高賠償額**為上限。

適用於第 9 節的不保事項：

我們將不會支付以下任何賠償：

1. 任何協議，惟若沒有該項協議仍需負擔的個人責任除外；
2. 擁有、管有或使用任何機械及 / 或電力推動的車輛及 / 或配件，包括但不限於腳踏車、電單車、飛機及 / 或船隻；或
3. 任何食物及飲品中毒。

第 10 節 – 忠誠保障

我們將根據保障列表，並以所列的**最高賠償額**及分項限額為上限，賠償**你**因**受保人**欺詐或不誠實行為而直接導致的金錢損失，包括但不限於：

- a) 未經許可的長途電話費用，以及
- b) 更換大門鎖及 / 或閘鎖的費用。

適用於第 10 節的條款：

1. 欺詐或不誠實行為必須發生於**保障期限**內。
2. 欺詐或不誠實行為必須於**保障期限**內或在保單到期日後三十 (30) 天內或**受保人**身故、被解僱或合約屆滿後三十 (30) 天內發現，以較早者為準。
3. 根據本節支付的任何金額須先扣除所有**你**拖欠**受保人**的款項。
4. 發現任何欺詐或不誠實行為後，必須在二十四 (24) 小時內向警方報案。
5. **你**有責任證明其實際金錢損失是直接因**受保人**的欺詐或不誠實行為而引致。

第 11 節 – 家庭成員醫療費用

如**你**或**你的家庭成員**因**受保人**之蓄意行為而**身體受傷**，我們將根據保障列表，並以所列的**最高賠償額**為上限賠償有關醫療費用，惟必須在事件發生後二十四 (24) 小時內向警方報案及提供醫療報告作證明。

第三部分 - 一般不保事項

如果索償與以下事項有關，無論直接或間接，**我們**將不會向**你**支付任何保障：

1. 任何在**香港**以外發生的事件；
2. 任何違法或非法行為；
3. 自殺、企圖自殺、蓄意的自我傷害、精神錯亂、精神或神經紊亂、睡眠障礙、精神病或故意暴露於危險中（試圖拯救人類生命除外）；
4. **投保前已存在之傷疾**（包括心理病、性病、先天性畸形及缺陷、不育及絕育）；
5. 受酒精或藥物影響；
6. 海軍、軍事或空軍部隊行動、武裝部隊服務；戰爭、侵略、外敵入侵、敵對或類似戰爭的行動（不論宣戰與否）、內戰、叛亂、暴動或內亂升級或擴大至大規模叛變事件（個別章節中另有規定的除外）、軍事政變、起義、叛亂、革命、軍事篡權、戒嚴、遭充公或國有化或任何政府或公共或當地政府部門的行動或指令造成的財物損毀；
7. 墮胎、流產、懷孕、分娩或所有與此相關的併發症；
8. 人類免疫力缺乏病毒（" HIV "）、愛滋病及 / 或任何性傳染疾病；
9. 任何**恐怖活動**；或
10. 任何核反應或污染、電離射線或放射線。

第四部分 - 一般條款

1. **保單合約**
本保單是**你**和**我們**之間的合約，包含本保單條款、保障列表、保單列表及任何批註。本保單條款及細則的任何更改只有在**我們**以書面批准並向**你**發出**我們**的正式批註方才有效。
2. **年齡限制及申請資格**
任何年滿十八（18）歲的人士均合資格投保為本保單之**受保人**。
3. **合理水平的謹慎**
你和**受保人**應審慎地行事及採取合理程度的謹慎以防止意外、身體損傷、疾病、損失或損毀的情況發生。
4. **管轄法律及管轄權**
本保單在**香港**簽發，受香港特別行政區專屬管轄，並受**香港**法律管轄和解釋。
5. **資料變更**
如**你**在任何時候發現向**我們**聲明的任何資料並不正確或須更新，**你**必須立即通知**我們**，因為這會影響**你的**保單是否仍然有效。**我們**將評估**你**重新提交的資料並可能簽發批註、取消本保單、拒絕續保或提議以不同條款續保本保單。
6. **虛報或漏報**
若**你**或任何代表**你**之人士在投保時或就任何索償知情地作出任何虛假陳述或未能遵行最高誠信，本保單將由保單生效日起無效，**我們**將不支付任何索償及就已付保費作出退款。如**我們**已支付任何保障賠償，**你**必須於收到**我們**發出之還款通知書後七（7）天內退還有關之保障賠償予**我們**。
7. **計劃或保障變更**
本保單在**保障期限**內不得更改計劃或保障。**你**可於本保單續保時要求更改計劃或保障，惟須得到**我們**的批准。
8. **筆誤**
我們的筆誤不會令生效之保單因而失效，或令失效之保單因而生效。
9. **重複保險**
如**你**在同一**保障期限**為同一**受保人**受到多於一（1）份由**我們**承保的同類保單所保障，**我們**僅對具有最高賠償額的一份保單負責。如任何額外保單的賠償額是相同的，**我們**僅對首份簽發的保單負責。

10. **其他保險**

除了本保單第 5 節 – 人身意外，若在索償期間有其他保險公司的保單提供相同保障，本保單不應用作分擔損失，而只應在其他保險未能作出償付的情況下作出賠償。

11. **人身意外之最高賠償責任**

如任何人同時受保於多張由 **我們** 所簽發含有人身意外保障的保單，所有保單合共的總賠償額不可超過 5,000,000 港元，而每份保單的賠償將根據各保單總賠償額按比例分配。

12. **身體檢查**

如 **受保人** 蒙受非致命損傷，**我們** 有權按需要要求 **受保人** 由 **我們** 指定的醫療機構為其進行身體檢查。如 **受保人** 身故，**我們** 有權自費進行驗屍。**我們** 擁有該等調查結果之所有權。

13. **欺詐**

如根據本保單作出的任何索償涉及欺詐成分，或 **你** 或代表 **你的** 任何人士使用任何欺詐手段或方法從本保單獲得利益，則 **我們** 不會對該索償負上任何責任，本保單之所有保障亦即時停止生效。**我們** 亦不會就已付保費作出任何退款。

14. **索償通知**

你 必須在可能導致向本保單提出索償的任何事故發生後三十 (30) 天內或在合理可能的情況下儘快向 **我們** 發出書面的索償通知。萬一身故，**你的** 合法遺產繼承人必須立即通知 **我們**。任何索償均須連同令 **我們** 滿意的證明一併提交，所有證明的費用須由 **你** 或 **你的** 代表負責。如 **我們** 未能在向 **你** 提出書面要求的六十 (60) 天內收取 **你** 所提供的索償資料，**我們** 不會對任何索償承認責任，而該索償均被視作已被放棄。

15. **索償**

一旦發生任何可引致本保單索償的事故，

- a) **你** 必須在三十 (30) 天內向 **我們** 提供詳細的事故描述；
- b) **你** 需自費向 **我們** 遞交所需文件及 / 或正本；
- c) 根據本保單應賠償的所有費用應先由 **你** 支付，而發票和收據應與索償申請表一併遞交給 **我們** 進行報銷；
- d) **我們** 有權以 **你** 或 **受保人** 的名義，全權接管就針對 **你** 或 **受保人** 所提出的任何法律程序並進行辯護或和解，而 **你** 或 **受保人** 須提供所有必要的資料和協助 **我們** 解決或抗辯任何此類索償或法律程序；及
- e) 未經 **我們** 書面同意，**你** 或 **受保人** 不得承認任何責任、作出提議、承諾、付款或賠償。

就任何針對 **你** 或 **受保人** 所提出的令狀、傳召或其他法律程序，並可能引致本保單索償的任何事故，須於收到相關文件後立即以書面形式通知 **我們** 並將該文件送交 **我們**。

16. **支付賠償對象**

與人身意外有關的任何賠償應支付給 **受保人** 或其合法遺產繼承人。所有其他賠償乃支付予 **你**。

17. **代位權**

我們 有權以 **你的** 名義對可能須就引致本保單索償負上責任的任何第三者進行追討，有關費用將由 **我們** 承擔，而所討回的款項亦歸 **我們** 所有。**你** 須在追討行動中與 **我們** 充分合作。

18. **貨幣**

除非保單列表另有訂明，否則本保單內的所有保費及保障額均以港幣計算。對於涉及外幣的索償，匯率將由 **我們** 以合理的外幣匯率確定。**我們** 不會承擔 **你** 可能遇到的任何與匯率相關的損失。

19. **語言**

此中文譯本只供參考之用，如中英文版本有任何分歧，以英文版本為準。

20. **處理糾紛**

若就 **你的** 保單有任何無法解決的爭議，**我們** 同意通過調解來解決爭議。如果調解失敗，爭議可由一位仲裁人仲裁決定。若立約方未能就仲裁人的選擇達成共識，則有關選擇權將交由當時的香港國際仲裁中心之主席作出決定。在本保單下享有任何索償權或訴訟權的先決條件是須先取得仲裁裁決。如 **我們** 拒絕就任何索償向 **你** 承認責任，而 **你** 又未在被拒之日起十二 (12) 個月內提出仲裁，則無論任何情況下，該索償均被視作已被放棄，及以後不可作出追討。

21. **第三者權利**
任何非本保單一方的個人或機構均不能根據《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。
22. **制裁條款**
*我們*不可提供任何保障及不會承擔任何賠償責任或提供任何賠償。若賠償該損失或費用可能使 *我們*違反聯合國決議的任何制裁、禁令或限制，或歐洲聯盟、英國及美國、或任何其他適用於 *我們*管轄權的地方所作出的貿易或經濟制裁、法律或法規。
23. **遵守保單條文**
不遵守本保單中的任何條文將導致所有索償無效。
24. **保單限額**
從 *我們*獲得的最高賠償金額不得超過在保障列表內所述的每項保障的分項限額及每節的**最高賠償額**。在任何情況下，本保單的總賠償額不能多於保障列表內所述之 100%**最高賠償額**及每節適用之分項限額。
25. **收集個人資料**
*你*及**受保人**同意 *我們*根據 *我們的*私隱政策使用所有已收集及持有的個人資料，*你*可透過瀏覽 *我們的*網頁查閱有關私隱政策。
26. **續保**
本保單將根據 *你*已支付訂明於續保通知書內的保費並於 *我們*同意下續保。惟 *我們*保留權利於續保前三十（30）天向 *你*提供書面通知以更改續保保單的條款及細則，包括但不限於保費、保障、**最高賠償額**及不保事項。*我們*沒有責任透露有關更改之原因。對於不獲續保之保單，*我們*有權在本保單到期前三十（30）天通知 *你*。
27. **取消保單**
a) *我們*可預早十四（14）天，將書面通知發送到於 *我們*記錄內 *你*最新的地址或電郵地址以取消保單，並按比例退還未到期的保費給 *你*。取消保單將不會損害在取消前的任何索償。該等通知於下列發送條件下均被視為 *你*已收到：
i) 郵寄後兩（2）個工作天；或
ii) 電子郵件發送當日的日期及時間。
b) *你*可預早向 *我們*發出書面通知以取消本保單。若在**保單期限**內沒有獲得任何賠償，*我們*將參照**保單年度**按比例退還保費予 *你*，惟須先扣除最低保費為港幣三百（300）元，而該最低保費在本保單簽發後均不予退還。
28. **保單終止**
a) 本保單將在以下情況自動終止，並以最早發生者為準：
i) 本保單根據第四部分 - 一般條款 6. 虛報或漏報或 13. 欺詐所述之情況而終止保障；
ii) 當 *我們*或 *你*根據第四部分 - 一般條款 27. 取消保單而取消本保單；
iii) 當本保單第二部分 - 保障的第 5 節 - 人身意外的 100%**最高賠償額**已作出賠償；
iv) *你的*身故日；或
v) **保障期限**屆滿。
b) 當保單就以上的情況終止，本保單內所有的保障亦即告終止。除非於第四部分 - 一般條款 27. 取消保單特別註明外，任何就**保障期限**已繳但未到期的保費，將不獲退還。