



## PRUChoice MAID INSURANCE POLICY 保誠精選「僱傭寶」家庭傭工保障保單

The Insured having applied for the Insurance expressed herein and made an application with the declaration which shall be the basis of this contract and is deemed to be incorporated herein and having paid or agreed to pay the Premium as consideration for the insurance.

Prudential General Insurance Hong Kong Limited ("the Company") will be subject to the terms conditions and exceptions contained herein or endorsed hereon indemnify or pay compensation to the Insured in respect of any or all of the contingencies hereinafter defined happening during the Period of Insurance provided always that the due observance and fulfilment by the Insured of all the terms conditions and exceptions contained herein or endorsed hereon shall be a condition precedent to any liability on the part of the Company under this Policy.

### SECTION I - EMPLOYEES' COMPENSATION

(Applicable only if the Schedule shown that the cover has been selected)

The Company agrees that if the Domestic Helper in the Insured's immediate employ shall sustain Bodily Injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his/ her employment by the Insured the Company will subject to Policy Limit of Indemnity and to terms exceptions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the term of this Policy") indemnify the Insured against his/ her legal liability in respect of such Bodily Injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent.

Provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Company under this Policy shall be limited to such sum as the Company would have been liable to pay if the Ordinance had remained unaltered.

Further provided that the due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by the Insured shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Policy.

The Company will also in the event of the death of the Domestic Helper indemnify the Domestic Helper's legal personal representatives in the terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the terms of this Policy in as far as they can apply.

If the Company is obliged by the Ordinance to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall forthwith repay such amount to the Company.

In any Accident to which this Section applies and which results in the temporary incapacity of the Domestic Helper the Company will pay to the Insured the full amount of the difference between the monthly earnings which the Domestic Helper was earning at the time of the Accident and the monthly earnings which he/ she is earning or is capable of earning in some suitable employment or business after the Accident in lieu of 80% of such difference as prescribed in the Ordinance in respect of any period of such temporary incapacity not exceeding Twelve (12) months from the commencement thereof.

### Policy Limit of Indemnity

- (a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to HK\$100,000,000 irrespective of the number of Domestic Helper who may sustain Bodily Injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of the Insured in respect of a Disease contracted by a Domestic Helper due to the nature of his/ her employment with the Insured which nature of employment applies during a period that extends over more than one policy Period of Insurance:
  - (i) The aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Domestic Helper's employment to which such Disease was due first affected the Domestic Helper; and
  - (ii) subject to the limitation of paragraph (b)(i) hereof the Company's indemnity to the Insured under this Policy including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the

Domestic Helper's period of employment falling within the Period of Insurance of this Policy bears to the total period of his/ her employment to the nature of which such Disease was due.

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

### Terrorism 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 authorised to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisation or government for political religious or ideological purposes with an intention to influence any government and/ or to put the public or any section of the public in fear. If the Company alleges that the Loss falls within the scope of this Policy the burden of proving the contrary shall be upon the Insured. In the event any part of this Policy is found to be invalid or unenforceable the remainder shall remain the full force and effect.

### SECTION II - HOSPITAL CASH SUBSIDY

(Applicable only if the Schedule shown that the cover has been selected)

If the Overseas Domestic Helper is hospitalised as an In-patient for treatment or surgery and a valid claim is payable under Section VIII - HOSPITALISATION AND SURGICAL BENEFITS of the Policy the Company will pay the Insured HK\$200 per day as a compensation for Confinement up to a maximum of HK\$6,000 per year for the loss or interruption of service to the Insured.

### SECTION III - FIDELITY PROTECTION

(Applicable only if the Schedule shown that the cover has been selected)

The Company will indemnify the Insured for his/ her direct financial loss resulting from fraud or dishonest act committed by the Overseas Domestic Helper.

Provided that:

- 1) the fraud or dishonest act must be committed during the Period of Insurance;
- 2) the fraud or dishonest act must be discovered during the Period of Insurance or within 30 days after the expiration of this Policy;
- 3) the fraud or dishonest act must be discovered within 30 days after death dismissal or expiry of employment contract of the Overseas Domestic Helper;

- 4) monies due by the Insured to the Overseas Domestic Helper shall be deducted from the amount;
- 5) the fraud or dishonest act must be reported to the police within 24 hours of discovery;
- 6) the burden of proof rests on the Insured to substantiate his/ her direct financial loss is a result of fraud or dishonest act committed by the Overseas Domestic Helper;
- 7) the Company's maximum liability for this Section shall not exceed HK\$6,000 per year.

#### Replacement of External Door Lock and Metal Gate Lock Extension

The Company will also pay the necessary and reasonable cost of replacing external door lock and/ or metal gate lock of the Insured Address with items that are similar but not better than new following the termination of employment contract with the Overseas Domestic Helper during the Period of Insurance provided that a valid claim is payable under this Section or due to disappearance after borrowing money from Money Lender(s) by the Overseas Domestic Helper and the replacement of the external door lock and/ or metal gate lock must be undertaken within 14 days after the termination of employment contract.

The Company's maximum liability for this extension shall not exceed HK\$1,000 per year.

#### SECTION IV - REPATRIATION EXPENSES

(Applicable only if the Schedule shown that the cover has been selected)

The Company will indemnify the Insured in respect of the Insured's contractual liability to repatriate the Overseas Domestic Helper to his/ her place of residence in the Country of Residence before the expiry of the Overseas Domestic Helper's term of employment under the following circumstances:

- 1) the actual cost incurred in returning the mortal remains in the event of the Overseas Domestic Helper's death; or
- 2) the transportation costs (economy class only) from Hong Kong to the Country of Residence in the event of a Registered Medical Practitioner certifying the Overseas Domestic Helper to be medically unfit to continue the employment with the Insured otherwise than by reason of pregnancy or complications therefrom.

Provided that the Company's limit of liability under this Section shall not exceed HK\$30,000 for any one year.

#### SECTION V - RE-HIRING EXPENSES

(Applicable only if the Schedule shown that the cover has been selected)

The Company will pay necessary expenses incurred in hiring a replacement Overseas Domestic Helper including air ticket agency fees and processing fees in the event that the Overseas Domestic Helper is repatriated or his/ her mortal remains are returned to his/ her place of residence in the Country of Residence and a valid claim is payable under Section IV - REPATRIATION EXPENSES of this Policy.

The Company's limit of liability under this Section shall not exceed HK\$15,000 per year.

#### SECTION VI - HOUSEHOLD PROPERTY

(Applicable only if the Schedule shown that the cover has been selected)

The Company will indemnify the Insured at its option by payment repair reinstatement or replacement against accidental physical Damage to his/ her Household Appliances and/ or Furniture at the Insured Address are caused by the Overseas Domestic Helper subject to a maximum of HK\$1,000 per Item and in aggregate HK\$2,500 per year.

The Company shall not be liable for the first HK\$250 of each and every loss under this Section.

#### SECTION VII - CLINICAL BENEFITS

(Applicable only if the Schedule shown that the cover has been selected)

The Company will pay the actual expenses reasonably and necessarily incurred by the Overseas Domestic Helper at clinic as a direct result of Bodily Injury sustained or sickness contracted during the Period of Insurance less any sums recovered or recoverable from all other sources for medical treatment and prescribed medicine received from a Registered Medical Practitioner up to a maximum of HK\$210 per visit per day.

The Company will also pay for the cost for treatment by local bonesetter carried out in Hong Kong up to a maximum of HK\$100 per visit per day and in aggregate not exceeding HK\$500 per year.

Provided that the Company's limit of liability under this Section including but not limited to the liability for bonesetter treatment shall not exceed HK\$4,000 per year.

#### SECTION VIII - HOSPITALISATION AND SURGICAL BENEFITS

(Applicable only if the Schedule shown that the cover has been selected)

The Company agrees that if as a direct result of Bodily Injury sustained or sickness contracted which declares itself during the Period of Insurance the Overseas Domestic Helper is contained in a Hospital or day care clinic on the recommendation and approval of a Registered Medical Practitioner for medical treatment or surgery the Company subject to receipt of satisfactory proofs will pay to the Insured:

- 1) Doctor's Visit, Room and Board, and Miscellaneous Hospital Expenses: the necessary expenses in respect of doctor's visits room and board basic meal general nursing as well as the miscellaneous hospital services (including but not limited to drugs medical and curative material consumed, films x ray imaging special diagnostic procedure and their interpretation and laboratory examination) incurred by the Overseas Domestic Helper who is admitted as an In-patient of a Hospital for medical treatment or surgery or at day care clinic for surgery but not exceeding HK\$400 per day; and
- 2) Surgical Expenses: the surgical expenses including surgeon's fee, anaesthetist's fee and operating theatre fee incurred by the Overseas Domestic Helper for surgical procedures performed in the Hospital or day care clinic for which benefits are payable under Section VIII - HOSPITALISATION AND SURGICAL BENEFITS (1) above up to a maximum amount of HK\$18,000 per operation.

Provided that the Company's limit of liability under this Section shall not exceed HK\$30,000 per year.

#### SECTION IX - DENTAL EXPENSES

(Applicable only if the Schedule shown that the cover has been selected)

The Company will pay two thirds of the actual expenses reasonably and necessarily incurred by the Overseas Domestic Helper for emergency dental treatment given by a Registered Dentist except for:

- 1) oral examination;
- 2) scaling polishing or cleaning;
- 3) crowning root canal treatment any cost of bridges braces or dentures; or
- 4) dental prosthetics involving precious alloy restorations.

Provided that the Company's limit of liability under this Section shall not exceed HK\$2,000 per year.

#### SECTION X - PERSONAL ACCIDENT

(Applicable only if the Schedule shown that the cover has been selected)

If the Overseas Domestic Helper sustains Bodily Injury as a direct result of accidental and violent means during his/ her rest days in Hong Kong within the Period of Insurance the Company will pay to the Overseas Domestic Helper or his/ her legal personal representatives as the case may require the following compensation in the case of such injury solely and directly resulting within 12 calendar months from the occurrence thereof in:

1) Death	HK\$200,000
2) Total Permanent Disablement	HK\$200,000
3) Loss of Sight	HK\$200,000
4) Loss of Limb(s)	HK\$200,000

Provided that the Company's limit of liability under this Section shall not exceed HK\$200,000 in respect of any one year.

#### SECTION XI - RE-HIRING TRANSITION PERIOD PROTECTION

(Applicable only if the Schedule shown that the cover has been selected)

The Company will provide either one of the following to the Insured as a result of the employment termination between the Insured and the current Overseas Domestic Helper during the Period of Insurance:

##### a. Extension of Period of Insurance

The Period of Insurance will be extended for a period equivalent to the duration in which the Insured does not employ any Overseas Domestic Helper as a result of the employment termination with his/ her current Overseas Domestic Helper. The Period of Insurance extended shall be calculated from the first date of employment termination with his/ her current Overseas Domestic Helper to the first date of employment commencement of a new Overseas Domestic Helper. For every policy year the maximum period of each extension is 3 months.

Within 7 days from the actual employment termination with his/ her current Overseas Domestic Helper the Insured shall provide the Company a written proof of the first date of such employment termination and the first date of employment commencement of a new Overseas Domestic Helper. Unless the Company receives records and accepts in the Policy by an endorsement the extension under this Section shall not be effective.

##### b. Protection of Local Domestic Helper hired under Section I - EMPLOYEES' COMPENSATION

The protection under Section I - EMPLOYEES' COMPENSATION shall be extended to a Local Domestic Helper employed by the Insured for the period in which the Insured does not employ any Overseas Domestic Helper as a result of the employment termination with his/ her current Overseas Domestic Helper. For every policy year the protection to this Local Domestic Helper shall be limited to 3 months for each extension. In any case the protection shall cease should the Insured employ a new Overseas Domestic Helper or on the date of policy expiry whichever is the earliest.

Within 7 days from the actual employment termination with his/ her current Overseas Domestic Helper the Insured shall provide the Company a written proof of the first date of such employment termination and the first date of employment commencement of the Local Domestic Helper subsequently employed. Should the Insured employ a new Overseas Domestic Helper again another written proof of the first date of employment commencement of this new Overseas Domestic Helper is

required within 7 days from the actual date of employment commencement. Unless the Company receives records and accepts in the Policy by an endorsement the protection of this Section shall not be effective.

### **SECTION XII - DOMESTIC HELPER PERSONAL LIABILITY**

(Applicable only if the Schedule shown that the cover has been selected)

The Company will pay the Insured against the Overseas Domestic Helper's personal legal liability to a third party as a result of negligence of the Overseas Domestic Helper in Hong Kong within the Period of Insurance for:

- (a) accidental Bodily Injury; or
- (b) accidental Loss of or Damage to Property.

Provided that the liability of the Company under this Section for all damages including legal costs and expenses recoverable from the Overseas Domestic Helper by any claimant and costs and expenses incurred the Overseas Domestic Helper and the Insured with the prior written consent of the Company shall not exceed HK\$100,000 in respect of any one year.

### **SECTION XIII - DOMESTIC HELPER'S MATERNITY BENEFIT**

(Applicable only if the Schedule shown that the cover has been selected)

The Company will pay a lump sum allowance of HK\$10,000 for hiring an additional overseas domestic helper due to the Overseas Domestic Helper covered under this Policy is pregnant or on her maternity leave that results her in being unable to fully perform her ordinary duties during the Period of Insurance provided that:

- 1) a written medical certificate issued by a Registered Medical Practitioner in Hong Kong is provided to prove that the date of conception of the pregnant Overseas Domestic Helper must be within the Period of Insurance; and
- 2) a valid employment contract of the pregnant Overseas Domestic Helper is provided to prove that the Overseas Domestic Helper has been employed continuously by the Insured no less than 40 weeks immediately before the commencement of scheduled maternity leave and eligible to be entitled to the statutory paid maternity leave of 10 weeks under the Employment Ordinance of Hong Kong (Cap. 57); and
- 3) a valid employment contract of the additional overseas domestic helper signed during the Period of Insurance is provided to the Company and the employment contract of such additional overseas domestic helper must be signed at the time when the pregnant Overseas Domestic Helper is insured by this Policy and no later than 2 months from the expected delivery date of the pregnant Overseas Domestic Helper; and
- 4) the sign date(s) and effective date of employment contract of additional overseas domestic helper are later than both the pregnant Overseas Domestic Helper's date of conception and the issue date of the relevant written medical certificate.

This Benefit is payable subject to a Waiting Period of the first 12 months from the effective date of this Policy in respect of the date of conception in all circumstances and only payable one time per pregnancy of Overseas Domestic Helper insured by the Company.

The Company's limit of liability under this Section shall not exceed HK\$10,000 per year.

### **SECTION XIV - FAMILY MEMBER ABUSE BENEFIT**

(Applicable only if the Schedule shown that the cover has been selected)

The Company will pay the actual medical expenses reasonably and necessarily incurred by the Insured or Family Member as a direct result of Bodily Injury sustained or sickness contracted by malicious act of the Overseas Domestic Helper in Hong Kong during the Period of Insurance provided that the incident is reported to the police with a written police investigation report as a proof of the fault of the Overseas Domestic Helper and the written medical report of the Insured and/ or the relevant Family Member are obtained.

This Section extends to cover the fees of body check-up and psychiatrist (by a written recommendation of Registered Medical Practitioner) and fee of psychologist reasonably and necessarily incurred by the Insured or Family Member.

This Benefit is only payable for the above mentioned medical expenses incurred within the first 6 months from the date of incident in all circumstances.

The Company's limit of liability under this Section shall not exceed HK\$15,000 per year.

### **SECTION XV - CRITICAL ILLNESS MEDICAL TOP-UP BENEFIT**

(Applicable only if the Schedule shown that the cover has been selected)

- 1) If this Section is insured together with Section VIII - HOSPITALISATION AND SURGICAL BENEFITS as stated in the Schedule, the Company agrees that if the Overseas Domestic Helper is diagnosed as suffering from a Critical Illness (as defined under the "Definitions of Critical Illnesses" Section) by a Registered Medical Practitioner during the Period of Insurance, the benefit under Section VIII - HOSPITALISATION AND SURGICAL BENEFITS of the Policy will be payable to the Insured as follows:
  - (a) The maximum limit shall be increased from HK\$30,000 to HK\$150,000 per year per policy in respect of claims for Critical Illness, subject to the deduction of any claimed benefit under Section VIII - HOSPITALISATION AND SURGICAL BENEFITS within the same Period of Insurance; and
  - (b) the sub-limit of Doctor's Visit, Room and Board, and Miscellaneous Hospital Expenses and Surgical Expenses as specified in Section VIII - HOSPITALISATION AND SURGICAL BENEFITS shall no longer apply in

respect of such Critical Illness claim.

- 2) If this Section is solely insured under this Policy as shown in the Schedule, the Company agrees that if the Overseas Domestic Helper is diagnosed as suffering from a Critical Illness (as defined under the "Definitions of Critical Illnesses" Section) by a Registered Medical Practitioner during the Period of Insurance, the Company will reimburse the necessary expenses incurred by the Overseas Domestic Helper less any sums recovered or recoverable from all other sources for Critical Illness in respect of doctor's visit, room and board and miscellaneous hospital services (including but not limited to drugs medical and curative material consumed, films x ray imaging special diagnostic procedure and their interpretation and laboratory examination) and surgical expenses (including surgeon's fee, anaesthetist's fee and operating theatre fee) up to HK\$120,000 per year per policy provided that the Company shall not be liable for the first HK\$30,000 of loss per year per policy under this Section.

### **SECTION XVI - POST-NATAL CARER PERSONAL LIABILITY**

(Applicable only if the Schedule shown that the cover has been selected)

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages arising out of the Post-natal Carer's negligence while performing his/ her duty during the course of employment with the Insured within Hong Kong and during the Period of Insurance for:

- (a) accidental Bodily Injury; or
- (b) accidental Loss of or Damage to Property.

Provided that the liability of the Company under this Section for all damages including legal costs and expenses recoverable from the Insured by any claimant and costs and expenses incurred by the Insured with the prior written consent of the Company shall not exceed HK\$100,000 for each Period of Insurance.

### **SECTION XVII - POST-NATAL CARER HOSPITAL CASH SUBSIDY**

(Applicable only if the Schedule shown that the cover has been selected)

If the Post-natal Carer is hospitalised in Hong Kong as an In-patient for treatment or surgery for more than 2 consecutive days due to Bodily Injury caused by an Accident arising out of and in the course of employment with the Insured and a valid claim is payable under Section I - EMPLOYEES' COMPENSATION of the Policy, the Company will pay the Insured HK\$200 per day up to a maximum of HK\$1,000 per Period of Insurance for the loss or interruption of service to the Insured.

### **EXCEPTIONS TO SECTION I - EMPLOYEES' COMPENSATION**

The Company shall not be liable in respect of:

- 1) the Insured's liability to employees of contractors to the Insured;
- 2) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 3) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- 4) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- 5) the Insured's liability to any person who is not an employee of the Insured within the Ordinance;
- 6) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance; or
- 7) 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.

### **EXCEPTIONS TO SECTIONS II - HOSPITAL CASH SUBSIDY, IV - REPATRIATION EXPENSES, V - RE-HIRING EXPENSES, VII - CLINICAL BENEFITS, VIII - HOSPITALISATION AND SURGICAL BENEFITS, IX - DENTAL EXPENSES, X - PERSONAL ACCIDENT, XIV - FAMILY MEMBER ABUSE BENEFIT, XV - CRITICAL ILLNESS MEDICAL TOP-UP BENEFIT and XVII - POST-NATAL CARER HOSPITAL CASH SUBSIDY**

The Company will not be liable for any claim in respect of:

- 1) Bodily Injury or sickness caused directly or indirectly wholly or partly by:
  - (a) self-destruction or intentional self-inflicted injury or any attempt thereof while sane or insane or under the influence of alcohol or drugs;
  - (b) strikes or taking part in civil labour or political disturbance or military or naval services while under restoration of public order;
  - (c) any violation or attempted violation of the law or resistance to arrest;
  - (d) engaging in boxing wrestling any form of unarmed combat winter sports ice hockey professional or semi-professional association football rugby polo underwater activities requiring breathing apparatus water ski-jumping windsurfing climbing or mountaineering requiring ropes or guides pot-holing and caving parachuting hang-gliding steeplechasing point to point bungee-jump show-jumping hunting boating or yachting beyond five kilometres of any coastline motor cycling (or travelling on motor cycle) racing other than on foot or playing any sports professionally and any other hazardous activities or pursuits unless the written consent of the Company has been obtained and the appropriate additional premium if any has been paid;
  - (e) using any power-driven woodworking machinery except portable tools applied by hand;

- (f) the Overseas Domestic Helper or Post-natal Carer engaging in air travel except as a fare-paying passenger in an aircraft which is duly licensed by relevant authorities for the transportation of passengers; or
  - (g) regular or temporary military or police duties.
- 2) mental or nervous disorders (except under Section XIV - FAMILY MEMBER ABUSE BENEFIT) alcoholism drug addiction;
  - 3) Bodily Injury or sickness sustained or infirmity known to the Insured or Family Member or the Overseas Domestic Helper or existent prior to the date of commencement of this Policy;
  - 4) vaccinations immunisation injections or preventive medication; or
  - 5) sexually transmissible Diseases including A.I.D.S. (Acquired Immune Deficiency Syndrome) and A.R.C. (Aids Related Complex).
- 4) the sign date(s) of the employment contract of the additional overseas domestic helper do(es) not fall within the Period of Insurance.
  - 5) the sign date(s) of the employment contract of the additional overseas domestic helper is later than 2 months from the expected delivery date of the pregnant Overseas Domestic Helper.

#### **EXCEPTION TO SECTION XV - CRITICAL ILLNESS MEDICAL TOP-UP BENEFIT**

- 1) The Company will not pay for Critical Illness which is known to the Insured or the Overseas Domestic Helper or existent prior to the effective date of the Policy.
- 2) If this Section is solely insured under this Policy as shown in the Schedule the Company shall not be liable for the first HK\$30,000 of loss per year under this Section.

#### **EXCEPTIONS TO SECTIONS II - HOSPITAL CASH SUBSIDY, VII - CLINICAL BENEFITS, VIII - HOSPITALISATION AND SURGICAL BENEFITS, XIV - FAMILY MEMBER ABUSE BENEFIT, XV - CRITICAL ILLNESS MEDICAL TOP-UP BENEFIT and XVII - POST-NATAL CARER HOSPITAL CASH SUBSIDY**

The Company will not pay for any claim due to:

- 1) pulmonary tuberculosis after diagnosis as such;
- 2) geriatric nursing;
- 3) cosmetic surgery or eye refraction including eye tests or any costs of fitting of spectacles or lens or the provision of hearing aids or wigs or dental care or surgery unless due to injury; or
- 4) general body check-up convalescence or rest care (except under Section XIV - FAMILY MEMBER ABUSE BENEFIT).

#### **EXCEPTION TO SECTION VI - HOUSEHOLD PROPERTY**

The Company will not pay for Damage caused by or contributed to:

- 1) wear and tear moths vermin insects pet damp rust rot corrosion mould moisture the action of light or atmosphere and gradually operating causes;
- 2) electrical or mechanical breakdown derangement overloading or failure;
- 3) any deliberate act or neglect of the Overseas Domestic Helper;
- 4) consequential loss or Damage of any kind; or
- 5) any unexplained Damage.

#### **EXCEPTION TO SECTION X - PERSONAL ACCIDENT**

The Company will not pay for any Bodily Injury:

- 1) arising out of and in the course of employment activities; or
- 2) consequent upon sickness or Disease (not resulting from Bodily Injury as a direct result of an accident and violent means) or Bodily Injury due to a gradually operating cause.

#### **EXCEPTION TO SECTION XII - DOMESTIC HELPER PERSONAL LIABILITY and XVI - POST-NATAL CARER PERSONAL LIABILITY**

The Company will not pay for liability:

- 1) in respect of accidental Bodily Injury to the Insured the Insured's relatives Family Members Overseas Domestic Helper or Post-natal Carer or Overseas Domestic Helper's or Post-natal Carer's family members;
- 2) in respect of Loss of or Damage to Property belonging to or in the custody or control of the Insured the Insured's relatives Family Members Overseas Domestic Helper or Post-natal Carer or Overseas Domestic Helper's or Post-natal Carer's family members;
- 3) in respect of food and drink poisoning;
- 4) any occurrence outside Hong Kong;
- 5) any occurrence that happened at the Insured Address (except under Section XVI - POST-NATAL CARER PERSONAL LIABILITY);
- 6) any judgement which is not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong; or
- 7) arising directly or indirectly from:
  - i. any willful malicious or unlawful act;
  - ii. pursuit of trade business profession or employment (except under Section XVI - POST-NATAL CARER PERSONAL LIABILITY);
  - iii. ownership possession or use of motorised vehicles (regardless whether it is used on public road) and the like; or
  - iv. legal costs resulting from any criminal proceedings.

#### **EXCEPTIONS TO SECTION XIII - DOMESTIC HELPER'S MATERNITY BENEFIT**

The Company will not pay for any claim if:

- 1) the Insured does not hire an additional overseas domestic helper;
- 2) the date of conception of the Overseas Domestic Helper occurs prior to the effective date of the Policy or within the first 12 months from the effective date of the Policy;
- 3) the Insured is not named as the employer in the employment contract of the additional overseas domestic helper; or

#### **GENERAL EXCEPTIONS**

The Company shall not be liable under this Policy in respect of:

- 1) pregnancy (except under Section XIII - DOMESTIC HELPER'S MATERNITY BENEFIT) miscarriage infertility treatment or childbirth or complications therefrom.
- 2) any Accident loss Damage 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) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power;
  - (ii) riot or martial law or state of siege or any of the events or causes which determines the proclamation or maintenance of martial law or state of siege;
  - (iii) any act of any person or persons acting on behalf of or in connection with any organisation with activities directed towards the overthrow by force of any de jure or de facto government or to influencing of it by terrorism or violence; or
  - (iv) any act of terrorism (Except for the indemnity specially provided under Terrorism Endorsement of Section I - EMPLOYEES' COMPENSATION).

For the purpose of this Exception an act of terrorism means an act including but not limited to the use of force or violence and/ or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/ or to put the public or any section of the public in fear.

This Exception also excludes Accident loss Damage expense liability or Bodily Injury of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (i) and/ or (ii) and/ or (iii) and/ or (iv) above.

If the Company alleges that by reason of this Exception any Accident loss Damage expense liability or Bodily Injury is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

- 3) any Accident loss Damage expense liability or Bodily Injury directly or indirectly arising out of:
  - (i) biological or chemical contamination; or
  - (ii) missiles bombs grenades explosives
 due to any act of terrorism (Except for the indemnity specially provided under Terrorism Endorsement of Section I - EMPLOYEES' COMPENSATION).
- For the purpose of this Exception an act of terrorism means an act including but not limited to the use of force or violence and/ or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or ethnic purposes or reasons including the intention to influence any government and/ or to put the public or any section of the public in fear.
- For the purpose of (i) "contamination" means the contamination poisoning or prevention and/ or limitation of the use of objects due to the effects of chemical and/ or biological substances. If the Company alleges that by reason of this Exception any Accident loss Damage expense liability or Bodily Injury is not covered by this Policy the burden of proving the contrary shall be upon the Insured.
- 4) any Accident loss Damage expense liability or Bodily Injury directly or indirectly caused by or arising from or in consequence or contributed to:
  - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel solely for the purpose of this Exception combustion shall include any self-sustaining process of nuclear fission; or
  - (ii) nuclear weapons material.
- 5) any Bodily Injury or sickness sustained (except under Section I - EMPLOYEES' COMPENSATION) or expenses incurred or loss occurred outside of Hong Kong.
- 6) any willful malicious or unlawful act (except under Section XIV - FAMILY MEMBER ABUSE BENEFIT).
- 7) any expenses in connection of religion or ceremony or custom.
- 8) the Insured does not contract with the Domestic Helper for employment.

- 9) In respect of any loss of or damage to the Property (Applicable to SECTION VI) directly or indirectly caused by resulting from or in connection with any of the following:

Notwithstanding any provision to the contrary within this Policy, this insurance excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to the other terms, conditions and exclusions contained in this insurance, this insurance will cover physical damage to property insured, or any business interruption, contingent business interruption or any other consequential losses, if so provided, directly resulting therefrom where such physical damage is directly caused by or arising from the perils which are specified as covered in the Policy.

- 10) In respect of personal accident and/ or the consequential loss cost claim or expenses (Applicable to SECTION XI) / any third party liability or any associated costs and expense (Applicable to SECTION XII and XVI) as so provided in the Policy directly or indirectly caused by resulting from or in connection with any of the following:

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following including any fear or threat thereof, whether actual or perceived:

- Coronavirus (COVID-19) including any mutation or variation thereof; or
- any declaration, categorisation, characterisation, reference to or in any other way communication as an epidemic or pandemic by the World Health Organisation or other governmental or quasi-governmental public health agency, entity or service that may make such declaration.

All other terms, conditions and exclusions of the Policy remain unchanged. The above exclusions shall not be applicable to any coverage so provided, if any, to meet mandatory insurance requirements under Employees' Compensation Ordinance, and The Building Management (Third Party Risks Insurance) Regulation, nor any service by Inter Partner Assistance Hong Kong Limited when such service is shown in the Schedule.

- 11) Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that the Company shall not be deemed to provide cover and the Company shall not 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 the Company 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.

## DEFINITIONS

### "Accident"

For the purpose of Section I - EMPLOYEES' COMPENSATION accident means an accident or a series of accidents arising out of one event.

### "Activities of Daily Living"

Shall mean

- Washing – the ability to wash in a bath or shower (including getting into and out of the bath or shower) or to wash satisfactorily by other means.
- Dressing – the ability to put on take off secure and unfasten all garments and as appropriate any braces artificial limbs or other surgical appliances.
- Feeding – the ability to feed oneself once food has been prepared and made available.
- Toileting – the ability to use the lavatory or otherwise manage bowel and bladder function so as to maintain a satisfactory level of personal hygiene.
- Transferring – the ability to move from a bed to an upright chair or wheelchair and vice versa.

### "Bodily Injury"

Shall mean any unforeseen bodily injury caused solely and directly by accidental and violent means occurring during the Period of Insurance.

### "Communicable Disease"

Shall mean any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### "Confinement"

Shall mean admission in a Hospital as an In-patient due to a medically necessary condition and under the recommendation of a Registered Medical Practitioner. The Domestic Helper must continuously stay in the Hospital for the entire period thereafter prior to his/ her discharge with room and board or intensive care charges incurred.

### "Country of Residence"

Shall mean the country of residence of Overseas Domestic Helper as specified in the Schedule.

### "Damage/ Loss of or Damage to Property/ Damage to Household Appliances or Furniture"

Property damage covered under this Policy shall mean physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software in particular any detrimental change in data software or computer programs that is caused by a deletion a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- (a) loss of or damage to data or software in particular any detrimental change in data software or computer programs that is caused by a deletion a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this Definition loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered;
- (b) loss or damage resulting from an impairment in the function availability range of use or accessibility of data software or computer programs and any business interruption losses resulting from such loss or damage.

### "Disease"

For the purpose of Section I - EMPLOYEES' COMPENSATION disease means a disease contracted by a Domestic Helper of the Insured as a result of his/ her exposure to the nature of his/ her employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.

### "Domestic Helper"

Shall mean the person employed by the Insured on a part time or full time basis for domestic purpose, or as a Post-natal Carer at the Insured Address who is covered by this Policy.

### "Family Member(s)"

Shall mean the relative(s) of the Insured who ordinarily reside with the Insured at the Insured Address.

### "Geographical Area"

Shall mean the territory of Hong Kong and anywhere as agreed by the Company.

### "Hong Kong"

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

### "Hospital"

Shall mean an establishment recognised constituted and registered as a hospital under the laws of the territory in which that establishment is situated as a hospital for providing care and treatment to sick and injured persons as paying bed patients and which (i) has the facilities for diagnosis and major surgery (ii) provides 24 hours a day nursing services by qualified nurses and (iii) is under the regular care and attendance of Registered Medical Practitioners.

### "In-patient"

Shall mean a Domestic Helper who undergoes Hospital Confinement for a Bodily Injury or sickness as a registered resident bed patient using and being charged for the room and board facilities of the Hospital.

### "Insured"

Shall mean the person named as the insured in the Schedule.

### "Insured Address"

Shall mean the private dwelling of the Insured specified as the situation of risks stated in the Schedule.

### "Item"

Shall mean an article or a pair or set of articles.

### "Local Domestic Helper"

Shall mean Domestic Helper who is a resident of Hong Kong employed by the Insured excluding Post-natal Carers.

### "Loss of Sight"

Shall mean the complete and irrecoverable and irremediable loss of the sight of an eye or both eyes.

### "Loss of Limb(s)"

Shall mean loss by physical severance or total and permanent loss of use of a hand or both hands at or above the wrist(s) or of a foot or feet at or above the ankle(s).

### "Money Lender"

Shall mean every person whose business (whether or not he carries on any other business) is that of making loans or who advertises or announces himself or holds himself out in any way as carrying on that business under Money Lenders Ordinance (Chapter 163 of the laws of Hong Kong).

**"Noise-Induced Deafness"**

Shall mean the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).

**"Ordinance"**

Shall mean the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).

**"Overseas Domestic Helper"**

Shall mean a Domestic Helper employed by the Insured under an employment contract as governed by the Immigration Ordinance (Chapter 115 of the laws of Hong Kong) with name specified in the Schedule.

**"Period of Insurance"**

Shall mean the period of insurance as stated in the Schedule.

**"Pneumoconiosis and Mesothelioma"**

Shall mean the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

**"Post-natal Carer"**

Shall mean a Domestic Helper who is a resident of Hong Kong employed by the Insured as stated in the Schedule for performing baby care, post-natal mother care or simple housework such as washing dishes after meal and purchasing food ingredients, who has been insured by the Post-natal Carer Plan.

**"Registered Dentist"**

Shall mean a dentist (other than the Insured or the Domestic Helper himself/ herself immediate family member business partner employer or employee and insurance intermediaries of the Insured or the Domestic Helper unless prior approval from the Company has been obtained in writing) registered or otherwise licensed as such under the laws of the territory in which treatment is received to render dental and related surgical services who has qualification at least equivalent to those of a dentist registered pursuant to the Dentists Registration Ordinance of Hong Kong.

**"Registered Medical Practitioner"**

Shall mean a medical practitioner (other than the Insured or the Domestic Helper himself/ herself immediate family member business partner employer or employee and insurance intermediaries of the Insured or the Domestic Helper unless prior approval from the Company has been obtained in writing) registered or otherwise licensed as such under the laws of the territory in which treatment is received to render medical and surgical services who has qualifications at least equivalent to those of a medical practitioner registered pursuant to the Medical Registration Ordinance of Hong Kong.

**"Schedule"**

Shall mean the policy schedule which is attached to and which forms an integral part of this Policy.

**"Specialist"**

Shall mean a Registered Medical Practitioner (other than the Insured or the Domestic Helper himself/ herself immediate family member business partner employer or employee and insurance intermediaries of the Insured or the Domestic Helper unless prior approval from the Company has been obtained in writing) registered under the Specialist Registry of the Medical Council of Hong Kong or equivalent or otherwise licensed as such under the laws of the territory in which treatment is received or a physiotherapist who is registered or licensed as such under the laws of the territory in which treatment is received or a chiropractor who is registered or licensed in Hong Kong USA countries of Commonwealth or countries of European Union.

**"Short Term Cover"**

Shall mean the insurance cover which is available throughout the Period of Insurance shown on the Schedule with a coverage period of 1 month or 3 months. For this Policy only Section I - EMPLOYEES' COMPENSATION is covered by such short term coverage.

**"Total Permanent Disablement"**

Shall mean absolute total and permanent disablement from attending to or following any employment or occupations. The relevant disablement must be certified by a Registered Medical Practitioner supported by medical reports and full diagnosis.

**DEFINITIONS OF CRITICAL ILLNESSES**

1. Cancer

A malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue. This includes leukaemia (other than chronic lymphocytic leukaemia) but excludes non-invasive cancers in situ tumours in the presence of any Human Immunodeficiency Virus and any skin cancer other than malignant melanoma. To support a claim precise histological evidence of cancer must be provided.

2. Cardiomyopathy

Cardiomyopathy as diagnosed by a specialist cardiologist characterised by impaired ventricular function of unknown aetiology with permanent and irreversible physical impairment to the degree of class 4 of the New York Heart Association Classification of cardiac impairment. The benefit does not cover Cardiomyopathy directly related to alcohol or drug usage.

3. Coronary Artery Disease Requiring Surgery

The undergoing of heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts in persons with limiting anginal symptoms but excluding non-surgical techniques such as balloon angioplasty or laser relief of an obstruction.

4. Heart Attack

The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The following features must be present:

- a history of typical chest pain; and
- new ECG changes characteristic of myocardial infarction; and
- elevation of cardiac enzymes.

5. Heart Valve and Structural Surgery

The undergoing of open heart surgery to correct valvular and structural abnormalities.

6. Primary Pulmonary Arterial Hypertension

Primary pulmonary arterial hypertension as established by clinical and laboratory investigations (including cardiac catheterisation) and as diagnosed by a specialist cardiologist. The following diagnostic criteria must be met:

- dyspnoea and fatigue; and
- increased left atrial pressure (at least 20 units more); and
- pulmonary resistance of at least 3 units above normal; and
- pulmonary artery pressure of at least 40mmHg; and
- pulmonary wedge pressure of at least 6mmHg; and
- right ventricular end-diastolic pressure of at least 8mmHg; and
- right ventricular hypertrophy dilation and signs of right heart failure and decompensation.

7. Surgery to the Aorta

The undergoing of surgery to correct any narrowing dissection or aneurysm of the thoracic or abdominal aorta.

8. Alzheimer's Disease

Deterioration or loss of intellectual capacity or abnormal behaviour as evidenced by the clinical state and accepted standardised questionnaires or tests arising from Alzheimer's Disease or irreversible organic degenerative disorders (excluding neurosis and psychiatric illness) resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Overseas Domestic Helper.

9. Bacterial Meningitis

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit. The diagnosis is to be confirmed by a specialist neurologist.

10. Benign Brain Tumour

A non-cancerous tumour in the brain. The benefit does not cover cysts granulomas malformations in or of the arteries or veins of the brain haematomas and tumours in the pituitary gland or spine.

11. Brain Surgery

The actual undergoing of surgery to the brain under general anaesthesia during which a craniotomy is performed. Keyhole surgery is included however minimally invasive Treatment where no surgical incision is performed to expose the target such as irradiation by gamma knife or endovascular neuroradiological interventions such as embolisations thrombolysis and stereotactic biopsy are excluded. Brain surgery as a result of an accident is excluded. The procedure must be considered necessary by a qualified Specialist.

12. Coma

A state of unconsciousness with no reaction to external stimuli or internal needs persisting continuously with the use of life support system for a period of at least 96 hours and resulting in permanent neurological deficit.

13. Encephalitis

Severe inflammation of brain substance which results in significant and permanent neurological sequelae as certified by a specialist neurologist.

14. Major Head Trauma

Accidental head injuries resulting in residual brain damage to the extent that there is a permanent neurological deficit causing Significant Functional Impairment. "Significant Functional Impairment" means a consultant neurologist has assessed the Overseas Domestic Helper as scoring 5 or less on the eight point version of the Glasgow Outcome Scale of Head Injuries or equivalent levels of functional impairment on a similar scale which has been generally accepted in medical literature.

15. Motor Neurone Disease

Unequivocal diagnosis of Motor Neurone Disease by a specialist neurologist supported by definitive evidence of appropriate and relevant neurological signs.

16. Multiple Sclerosis

Unequivocal diagnosis by a specialist neurologist and confirmed by modern investigational techniques such as image scanning confirming more than one episode of well-defined neurological symptoms with persisting signs or involvement of the optic nerves brain stem and spinal cord together with

- impairment of co-ordination and motor and sensory function with the Overseas Domestic Helper not necessarily confined to a wheel chair.
17. **Muscular Dystrophy**  
Hereditary muscular dystrophy confirmed by a specialist neurologist resulting in the inability to perform without assistance 3 or more of the Activities of Daily Living.
  18. **Paralysis**  
Complete and permanent loss of use of two or more limbs through paralysis due to accident or sickness.
  19. **Parkinson's Disease**  
Slowly progressive degenerative disease of the central nervous system as a result of loss of pigment containing neurons of the brain. Unequivocal diagnosis of Parkinson's Disease by a specialist neurologist where the condition:
    - cannot be controlled with medication; and
    - shows signs of progressive impairment; and
    - inability of the Overseas Domestic Helper to perform 3 or more of the Activities of Daily Living.
 Only idiopathic Parkinson's Disease is covered. The benefit does not cover any other forms of Parkinsonism.
  20. **Poliomyelitis**  
Unequivocal diagnosis by a specialist neurologist of infection by the polio virus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness. Cases not involving paralysis and other causes of paralysis are not eligible for this benefit.
  21. **Stroke**  
Any cerebrovascular incident producing neurological sequelae lasting more than 24 hours and including infarction of brain tissue haemorrhage and embolisation from an extra-cranial source. There must be evidence of permanent neurological deficit.
  22. **Blindness**  
Total and irrecoverable loss of sight in both eyes.
  23. **Chronic Liver Disease**  
End stage liver disease as evidenced by all of the following:
    - permanent jaundice
    - ascites
    - encephalopathy
 The benefit does not cover liver disease secondary to alcohol or drug misuse.
  24. **Deafness**  
Total permanent and irreversible loss of hearing in both ears.
  25. **End Stage Lung Disease**  
End stage lung disease including interstitial lung disease requiring permanent oxygen therapy as well as a FEV 1 test result of consistently less than 1 litre.
  26. **Fulminant Viral Hepatitis**  
This involves a submassive to massive necrosis of the liver caused by viral hepatitis leading precipitously to liver failure excluding drug and alcohol abuse as certified by a Registered Medical Practitioner. The diagnostic criteria which required to be met are:
    - a rapidly decreasing liver size; and
    - necrosis involving entire lobules leaving only a collapsed reticular framework; and
    - rapidly degenerating liver function tests; and
    - deepening jaundice.
  27. **Kidney Failure**  
End stage renal disease due to whatever cause or causes with the Overseas Domestic Helper undergoing regular peritoneal dialysis or haemodialysis.
  28. **Loss of Independent Existence**  
The permanent inability of the Overseas Domestic Helper to perform without the continual assistance of another person 3 or more of the Activities of Daily Living. The coverage of this benefit will commence at age 18 and cease at age 61 of the Overseas Domestic Helper. The benefit does not cover any event caused by a psychiatric condition.
  29. **Loss of Speech**  
Total permanent and irrecoverable loss of the ability to speak due to physical damage to the vocal cords which must be established for a continuous period of 12 months.
  30. **Major Burns**  
Third degree burns covering at least 20 percent of the surface area of the Overseas Domestic Helper's body.
  31. **Major Organ Transplantation**  
The actual undergoing as a recipient of a transplant of a heart lung liver pancreas kidney or bone marrow.
  32. **Medullary Cystic Disease**  
Diagnosis of medullary cystic disease by a specialist physician and evidenced by end stage renal disease with the Overseas Domestic Helper undergoing regular peritoneal dialysis or haemodialysis.
  33. **Severance of Limbs**  
The irreversible severance of two or more limbs where severance is above the elbow or the knee.
  34. **Total and Permanent Disability**  
The Overseas Domestic Helper has become totally and permanently disabled as a result of illness or Bodily Injury before age 61. The Overseas Domestic Helper is considered to be totally and permanently disabled if:
    - (i) he or she is totally incapable of being engaged in any occupation business or activity which pays an income or profit. The above disability must have lasted without interruption for at least 180 consecutive days; or
    - (ii) he or she suffers the following conditions:
      - Total and irrecoverable loss of sight in both eyes;
      - Total and irrecoverable loss of use of two limbs (at or above the wrist and ankle joints); or
      - Total and irrecoverable loss of sight of one eye and total and irrecoverable loss of use of one limb (at or above the wrist and ankle joints)
 "Loss of use" means complete and permanent paralysis or actual severance. Such disabilities must be certified by a Registered Medical Practitioner acceptable to the Company.
  35. **AIDS due to Blood Transfusion**  
The Overseas Domestic Helper being infected by Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) provided that:
    - the infection is due to blood transfusion received after the effective date of this benefit or the date of reinstating this benefit whichever is later; and
    - the blood transfusion is received on the advice of and under the regular care and attention of a Registered Medical Practitioner and is received in a legally constituted Hospital in Hong Kong; and
    - the infected Overseas Domestic Helper is not a haemophilic; and
    - certification is received from the Registered Medical Practitioner performing the relevant blood transfusion and from the legally constituted blood or blood product supplier in Hong Kong which supplied the particular blood or blood product for the relevant transfusion confirming that the Overseas Domestic Helper is infected by HIV or AIDS through blood transfusion.
  36. **Aplastic Anaemia**  
Bone marrow failure which results in anaemia neutropenia and thrombocytopenia requiring treatment with at least one of the followings:
    - blood product transfusion
    - marrow stimulating agents
    - immunosuppressive agents
    - bone marrow transplantation.
  37. **Elephantiasis**  
The result and complication of filariasis characterised by massive swelling in the tissues of the body as a result of obstructed circulation in lymphatic vessels. Unequivocal diagnosis of elephantiasis must be clinically confirmed by an appropriate specialist including laboratory confirmation of microfilariae and must be supported by our Registered Medical Practitioner.  
The benefit does not cover Lymphoedema caused by infection with a sexually transmitted disease trauma postoperative scarring congestive heart failure or congenital lymphatic system abnormalities.
  38. **Occupationally Acquired HIV**  
Infection with HIV where it was acquired as a result of an accident during the course of carrying out normal occupational duties with sero-conversion to Positive HIV antibody occurring within 6 months of the accident. Any accident giving rise to a potential claim must be reported to the Company within 30 days of the incident and be supported by a negative HIV antibody test taken immediately after the incident. This coverage shall cease in the event of an efficient and effective vaccine being found for the prevention of HIV/ AIDS.  
The benefit does not cover sexually transmitted HIV infection.
  39. **Severe Rheumatoid Arthritis**  
Widespread joint destruction with major clinical deformity of 3 or more of the following joint areas: hands wrists elbows spine knees ankles feet. The diagnosis must be supported by all of the following:
    - Morning stiffness
    - Symmetric arthritis
    - Presence of rheumatoid nodules
    - Elevated titres of rheumatoid factors
    - Radiographic evidence of severe involvement
 The diagnosis must be confirmed by a Consultant Rheumatologist.
  40. **Terminal Illness**  
In the opinion of the medical specialist involved and subject to the acceptance of our appointed Registered Medical Practitioner the advent of death is highly likely within 12 months.

## **CONDITIONS**

### **I. Interpretation**

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

### **II. Age Limit**

Unless otherwise specified in the Schedule Domestic Helper must be aged between 18 and 65. This Policy will be renewable up to the age of 65. This Policy shall not be renewable at the expiry of the Period of Insurance when any Domestic Helper reaches the age of 66 years.

### **III. Waiting Period**

Benefits under Sections II - HOSPITAL CASH SUBSIDY VII - CLINICAL BENEFITS VIII - HOSPITALISATION AND SURGICAL BENEFITS and IX - DENTAL EXPENSES will not be payable in respect of claims arising during the first 15 days from the effective date of this Policy.

Benefit under Section XV - CRITICAL ILLNESS MEDICAL TOP-UP BENEFIT will not be payable in respect of claims arising from Critical Illness which is first diagnosed within the first 15 days counting from the effective date of this Policy unless for Critical Illness solely and directly caused by an accidental and violent means resulting in the Critical Illness within 90 days of such incident.

Waiting Period as mentioned in this condition for Section II - HOSPITAL CASH SUBSIDY Section VII - CLINICAL BENEFITS Section VIII - HOSPITALISATION AND SURGICAL BENEFITS Section IX - DENTAL EXPENSES and Section XV - CRITICAL ILLNESS MEDICAL TOP-UP BENEFIT shall be waived if at the time of claim the Insured can provide a proof in the form of the Insured's previous original policy substantiating that the same Overseas Domestic Helper was covered under a corresponding section in the expired policy.

Benefit under Section XIII - DOMESTIC HELPER'S MATERNITY BENEFIT will not be payable in respect of the date of conception of the current Overseas Domestic Helper falls within the first 12 months from the effective date of this Policy.

Waiting Period of Section XIII - DOMESTIC HELPER'S MATERNITY BENEFIT will not be waived in all circumstances.

In the event of new replacement and/ or additional overseas domestic helper during the Period of Insurance, Waiting Period for all Sections mentioned above will be counted afresh from the effective date of subsequent endorsement accepted and issued by the Company as if a new policy had been taken out.

### **IV. Alterations**

The Insured shall give immediate written notice to the Company of any alteration which materially affects the risks covered by this Policy.

### **V. Pair and Set Clause**

Where the insured household items appliances or furniture consists of articles in a pair or set this Policy is not to pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

### **VI. Precautions**

The Insured and Domestic Helper shall take all ordinary reasonable precautions to prevent accident and loss and to comply with all statutory obligations and regulations imposed by any authority.

### **VII. Fraud**

If any claim shall be fraudulent or intentionally exaggerated or if any false declaration or statement shall be made then this Policy shall be void and no claim be payable.

### **VIII. Claims**

In the event of any happening which may give rise to a claim under this Policy the Insured:

- (a) shall give notice within 31 days of the occurrence thereof in writing to the Company and shall at his/ her own expense furnish to the Company all such certificates reports information and evidence in such form and of such nature as the Company may reasonably require for the purpose of ascertaining its liability as soon as possible.
- (b) shall notify or forward to the Company every letter claim writ summons or process immediately on receipt and shall not make any admission of liability offer promise payment or indemnity without the written consent of the Company.
- (c) shall ensure that from time to time when required by the Company the Domestic Helper is submitted to be examined by a Registered Medical Practitioner appointed by the Company. In case of death where any reasonable doubt exists as to the cause thereof a Registered Medical Practitioner appointed by the Company shall be allowed to make a postmortem examination of the body of the Domestic Helper at the Company's expenses.
- (d) shall ensure that proper medical and surgical advice is obtained and followed by the Domestic Helper as soon as possible after any Accident injury or sickness.
- (e) shall ensure that the Overseas Domestic Helper also countersigns on the Item 'Signature of the Insured' in the All Risks Insurance Claim Notification Form if the Insured wishes to lodge claim under Section VI - HOUSEHOLD PROPERTY.

(f) shall provide to the Company a proper written medical proof of the date of conception of the Overseas Domestic Helper falls within the Period of Insurance issued by a Registered Medical Practitioner in Hong Kong, the valid employment contract of both pregnant Overseas Domestic Helper and additional overseas domestic helper if the Insured wishes to lodge claim under Section XIII - DOMESTIC HELPER'S MATERNITY BENEFIT.

(g) shall provide to the Company a written police report with investigation result as a proof of the fault of the Overseas Domestic Helper and proper written medical report if the Insured wishes to lodge claim under Section XIV - FAMILY MEMBER ABUSE BENEFIT.

(h) shall provide to the Company a Registered Medical Practitioners' referral letter when Specialists are consulted for the Insured or Family Member(s) and when body check-up is required for the Insured or Family Member(s) if the Insured wishes to lodge a claim under Section XVI - FAMILY MEMBER ABUSE BENEFIT.

### **IX. Subrogation/ Discharge of Liability**

The Company shall be entitled:

(a) to take over and conduct in the name of the Insured the defence or settlement of any claim against the Insured or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and the Insured shall give all such information and assistance as the Company may require.

(b) to pay at any time to the Insured in respect of any one claim or number of claims against the Insured arising out of any one occurrence or of a number of occurrences arising directly or indirectly from one source or original cause the sum stated in the Limits of Liability applicable to the Section I - EMPLOYEES' COMPENSATION (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under Section I - EMPLOYEES' COMPENSATION in connection with such claim or claims.

### **X. Non-transfer of Insured's Rights**

Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Insured. Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement declare the Policy to be continued. The extension of the Company's liability in respect of the interest of the property or liability of any person other than Insured shall give no right of claim under this Policy to such person the intention being that the Insured shall in all cases claim for and on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability under this Policy in respect of such loss. In the event of the death of the Insured the Company will in respect of any liability incurred by the Insured under Section I - EMPLOYEES' COMPENSATION indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of the Section concerned provided that such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the terms conditions and exceptions of the Policy so far as they can apply.

### **XI. Premium**

If the payment method selected is by credit card premium of this Policy shall be paid from the Insured's nominated account in accordance with the collection date as stated in the Schedule. The Company reserves the right to change the collection date without prior notice. If the payment method is yearly by credit card the Insured may request to change the nominated account from which premium has been collected by completing and returning a new Payment Details Amendment Form to the Company before the Policy expiry date. Provided that the setup of the new nominated account is confirmed the Company will start the premium collection from the account on the collection date of the upcoming renewal year.

For any termination of or adjustment in this Policy the Company will retain the minimum premium which is HK\$300 for each Policy and return the balance if any to the Insured.

For any termination of or adjustment in Short Term Cover, no refund of premium is allowed once the Policy has been effected.

### **XII. Renewal**

If the payment method selected is by credit card the Policy will be renewed automatically on a yearly basis upon the successful premium collection for its renewal and subject to the normal underwriting requirements of the Company unless written notice of cancellation has been received by the Company before the corresponding collection date.

If the payment method is yearly by credit card premium for the upcoming year will be collected on the collection date of renewal from the Insured's nominated account automatically.

In all circumstances, change of Short Term Cover to annual cover or two-year cover shall not be accepted once the Policy is effected.

Short Term Cover shall be terminated upon expiry therefore shall not be renewable after the Period of Insurance.

The Company shall have the right to alter the Table of Premium and the terms and conditions of this Policy from time to time without notice. This Policy shall not be subject to any such alternations until the next renewal of this Policy.

### **XIII. Jurisdiction**

This Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties agree to submit to the exclusive jurisdiction of Hong Kong Court.



#### XIV. Cancellation

##### **Basic and Comprehensive Plans**

The Company may cancel this Policy by sending seven (7) days' notice by registered letter to the Insured at his/ her last known address and in such event the Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance.

The Insured may cancel this Policy by giving the Company seven (7) days' notice in writing.

In such case the Company will retain the customary short period rate for the time the Policy has been in force and refund the balance to the Insured provided that no claim has been made during the current Period of Insurance.

In all circumstances no refund of premium is payable in the event of cancellation of the Short Term Cover by the Insured.

##### **Post-natal Carer Plan**

- (i) In any circumstances where the Insured Person wishes to cancel the Policy during the Period of Insurance, no refund of the premium is allowed once the Policy has been issued.
- (ii) The Company may terminate this Policy by sending 7 days' notice in writing by a registered letter to the Insured at his last known address and in such event the Insured shall be entitled to the return of a proportionate part of the paid premium and levy corresponding to the unexpired portion of the Period of Insurance.

#### XV. 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 regarding 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. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. If the Company shall disclaim liability to the Insured for any claim under this Policy and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration in accordance with this arbitration clause, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

#### XVI. Other Insurances

If at the time of the happening of any occurrence covered by this Policy (except for the death and Total Permanent Disablement benefit of Section X - PERSONAL ACCIDENT) there is any other existing insurance covering the same liability or any part thereof the Company shall not be liable to pay or contribute more than its ratable proportion of any sum payable in respect of such occurrence.

#### XVII. Third Party Right

A 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.

#### XVIII. Prevailing Provisions

The terms and conditions of this Policy are set out in both English and Chinese. In the event that conflicts or inconsistencies arise between the English and Chinese version, the English version should prevail.

受保人已就申請本文所述的保險，填報申請表及作出聲明，此等會構成合約的基礎及被視為本合約的一部份，受保人亦已支付或同意支付保費，作為受保的代價。

在這前提下，保誠財險有限公司（以下簡稱「本公司」）將依據本文所載或本文所附加的條款、條件及不保事項的限制，就保險期內發生下文所述的任何或所有緊急情況，向受保人賠償或支付賠償金額，惟受保人須遵守及履行本文所載或所附加的所有條款、條件及不保事項，將成為本公司承擔本保單任何責任的先決條件。

#### 項目一 - 僱員補償

（本項目只適用於承保表上列明本保障已被選擇）

本公司同意在保險期內，若受保人直接僱用的家庭傭工在受保人僱用期內在工作期間於所屬地理區域因工發生意外或患上疾病，導致身體受傷或死亡，本公司將按照保單賠償限制及本文所載或本文所附加的條款、條件及不保事項的限制（以下統稱「本保單的條款」），就受保人在條例下為該等身體受傷或死亡而須承擔的法律責任而需支付補償和損害賠償，以及於該條例下獨立賠償索償人的費用及開支；並且在本公司書面同意下，作出由受保人或其代表所引致的費用及開支的賠償。

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

若本保單的條款涉及受保人須執行或不得執行或須遵守任何事項，受保人須妥為遵循及履行有關條款，本公司始承擔根據本保單支付款項或提供賠償的責任。

若家庭傭工身故，本公司亦會根據本保單的條款，就受保人所引致的責任向家庭傭工的合法個人代表作出賠償，但該合法個人代表須猶如受保人般，遵守和履行本保單的條款，並受該等適用條款所規限。

如本公司因條例不得不支付一筆款項，而根據保單本公司毋須負責時，受保人須立即向本公司償還該筆款項。

根據本項目所保障的任何意外引致家庭傭工短暫性傷殘，在該短暫性傷殘期發生意外後首12個月，本公司將依家庭傭工於意外發生時每月所賺取的工資，及在意外後他/她在合適工作或職業中所賺取或應有能力賺取的每月工資，向受保人全數支付當中的差額，此等替代條例中就短暫性傷殘首12個月期間有關差額80%的規定。

#### 保單賠償限制

- (a) 就本保單為受保人承保的任何意外或疾病索償時，本公司向受保人作出的賠償，包括在本公司書面同意下，由受保人或其代表所引致的費用及開支，總額上限為港幣100,000,000元，不論於同一次因意外或疾病感染導致身體受傷或死亡的家庭傭工人數。
- (b) 就受保人對家庭傭工因工作性質於受僱期間感染疾病，該受僱期超逾單一保單保險期時，所須承擔的任何責任而言：
  - (i) 本公司根據所有保險保單向受保人作出的賠償總額，包括就受保人或其代表所引致的費用及開支的賠償，將不得超過家庭傭工在受僱期間因工作性質首次感染疾病時該有效保單上所列的賠償限額；及
  - (ii) 在不抵觸本節(b)(i)段的限制下，本公司根據本保單向受保人作出的賠償，包括就受保人或其代表所引致的費用及開支的賠償，將以受保人就有關疾病所須承擔的責任比例為上限，即在本保單保險期內的家庭傭工感染疾病的受僱期間，就染有疾病的整個受僱期之比例作出賠償。
- (c) 若任何意外或疾病導致本公司須向超過一名受保人作出賠償，本節(a)及(b)段所述有關本公司的責任限制將適用於向所有受保人作出的賠償總額。
- (d) 當發生任何可就本保單作出索償的意外或疾病時，本公司可向受保人支付本保單(a)或(b)段所述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，及後本公司將放棄任何與索償有關的抗辯、和解或訴訟行為，亦毋須承擔有關行為的任何補償、損害或費用，或受保人在本公司放棄該等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受保人招致的任何損失、損害或開支。

#### 恐怖主義活動條款

不論本保單或其任何背書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

活動有關直接或間接引致、產生或造成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素或事件同時或以任何時序所引致：

- (a) 保單賠償限額將為本公司接獲中華人民共和國香港特別行政區政府（「政府」）的實際款額，即根據政府與本公司在2002年1月11日訂立的融資協議條文，政府同意向本公司及其他獲授權在香港從事僱員賠償承保業務的其他直接保險公司作出的融資額，以便按僱員賠償保險保單，就恐怖主義活動所造成的死亡及受傷事故作出賠償（「融資協議」）；
- (b) 本公司只會於接獲政府發出(i)批准通知書，確認本公司應作出有關賠償；及(ii)收到政府根據融資協議所支付的賠款後，始須支付賠款；及
- (c) 為免生疑問，若本公司因任何原因而沒有接獲政府根據融資協議作出的款項，無論這是否因政府認為有關損失並不納入融資協議的賠償範圍之內，或因本公司違反融資協議，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土因政治、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保單所述範圍之內，提出任何相反舉證的責任須由受保人承擔。倘若本保單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。

#### 項目二 - 住院現金津貼

（本項目只適用於承保表上列明本保障已被選擇）

倘若於保險期內，外籍家庭傭工因接受治療或進行手術而住院，而該有效索償已根據本保單項目八 - 「住院及手術費用」獲得賠償時，本公司將會就受保人因喪失或中斷外籍家庭傭工的服務，向受保人作出每日港幣\$200賠償，並以每年港幣\$6,000為上限。

#### 項目三 - 忠誠保障

（本項目只適用於承保表上列明本保障已被選擇）

因外籍家庭傭工的欺詐或不誠實行為而引致的直接金錢損失，本公司將向受保人作出賠償，惟須符合：

- 1) 欺詐或不誠實行為必須在保險期內作出；
- 2) 欺詐或不誠實行為必須在保險期內或本保單保險期屆滿後三十日內發現；
- 3) 欺詐或不誠實行為必須在外籍家庭傭工身故、被解僱或僱傭合約屆滿後三十日內發現；
- 4) 金額須先扣除受保人拖欠外籍家庭傭工的款項；
- 5) 任何欺詐或不誠實行為，必須在發現後24小時內報警；
- 6) 受保人有責任證明其直接金錢損失是與外籍家庭傭工的欺詐或不誠實行為而引致；
- 7) 本公司根據本項目的最高賠償金額，以每年港幣\$6,000為限。

#### 更換大門鎖及大閘鎖額外保障

在本項目下有效索償已獲得賠償或當您因家庭傭工向放債人借錢後無故失蹤時，本公司將支付於保險期內外籍家庭傭工的僱傭合約終止後，更換受保地址的大門鎖及/或大閘鎖所引致的必要和合理費用，而更換項目將會以相類似但不比該大門鎖及/或大閘鎖新狀態為佳為準，惟受保人亦須於僱傭合約終止後14日內更換大門鎖及/或大閘鎖。

本公司根據本額外保障的最高賠償金額以每年港幣\$1,000為限。

#### 項目四 - 遣送費用

（本項目只適用於承保表上列明本保障已被選擇）

本公司將賠償受保人因根據其僱傭合約責任，在外籍家庭傭工的僱用期屆滿前，按下列情況將外籍家庭傭工遣返其原居地國家所住的地方所引致的費用：

- 1) 若外籍家庭傭工身故，送回遺體的實際費用。
- 2) 若外籍家庭傭工經註冊醫生證明其健康狀況不適宜繼續受保人聘用工作（懷孕或由於懷孕而產生的併發症除外），從香港至外籍家庭傭工在原居地國家所住的地方所需的交通費用（只限經濟客位）。

本公司根據本項目的賠償金額以每年港幣\$30,000為限。

## 項目五 - 改聘費用

(本項目只適用於承保表上列明本保障已被選擇)

若受保人將外籍家庭傭工或其遺體遣返其原居地國家所住的地方，並在本保單項目四 - 「遣送費用」的有效索償已獲得賠償時，本公司將支付受保人因改聘接替的外籍家庭傭工所引致的必要費用，包括機票、代理服務費以及手續費用。

本公司根據本項目的賠償金額以每年港幣\$15,000為限。

## 項目六 - 家居物品保障

(本項目只適用於承保表上列明本保障已被選擇)

如外籍家庭傭工因意外而導致在受保地址的家庭電器及 / 或傢俬造成有形損毀，本公司可以選擇透過支付、維修、恢復原狀或更換形式向受保人作出賠償，以每件最高港幣\$1,000及每年總額港幣\$2,500為限。

本公司將不會就本項目每次及每宗損失的首港幣\$250作出賠償。

## 項目七 - 門診費用

(本項目只適用於承保表上列明本保障已被選擇)

倘若於保險期內，外籍家庭傭工直接因身體損傷或患上疾病而在診所接受由註冊醫生提供的門診治療及處方藥物時，本公司將在扣除任何已追討或從其他所有途徑可予追討的賠償額的準則下，支付實際產生的必須及合理開支，最高賠償額為每日每次診症港幣\$210。

本公司亦將支付於香港接受跌打治療的費用，以每年港幣\$500及每日每次港幣\$100為限。

本公司根據本項目的總賠償金額 (包括但不限於跌打治療之賠償) 以每年港幣\$4,000為限。

## 項目八 - 住院及手術費用

(本項目只適用於承保表上列明本保障已被選擇)

本公司同意倘若於保險期內，外籍家庭傭工直接因身體損傷或患上疾病，並在註冊醫生建議及認可下入住醫院或日間診所接受治療或手術，當本公司收到符合要求的證據，將支付受保人：

### 1) 醫生巡房、住院及膳食及住院雜項費用：

外籍家庭傭工以住院病人身份在醫院留院接受治療或手術或在日間診所進行手術時所需的費用包括醫生巡房、住宿基本膳食、一般看護及住院雜項服務 (包括但不限於使用的藥物及有助治療的物品、底片、X光片、影像、特別診斷程序及解說及實驗室化驗)，有關賠償每日上限為港幣

\$400；及

### 2) 手術費用：

根據上述項目八 - 「住院及手術費用」(1) 而獲得賠償時，外籍家庭傭工在醫院或日間診所進行手術所需的手術費用包括外科醫生費、麻醉科醫生費及手術室租金，最高以每項手術港幣\$18,000為限。

本公司根據本項目的賠償金額以每年港幣\$30,000為限。

## 項目九 - 牙醫費用

(本項目只適用於承保表上列明本保障已被選擇)

若外籍家庭傭工接受由註冊牙醫所提供的緊急牙科治療，本公司將支付三分之二的實際必須及合理開支，惟下列項目除外：

- 1) 口腔檢查；
- 2) 清除牙石、磨牙或洗牙；
- 3) 鑲牙冠、牙齒根管治療，任何牙橋、矯形物或假牙的費用；或
- 4) 牙齒美容，包括鑲嵌貴金屬。

本公司根據本項目的賠償金額以每年港幣\$2,000為限。

## 項目十 - 人身意外保障

(本項目只適用於承保表上列明本保障已被選擇)

倘若於保險期內，外籍家庭傭工在休息日於香港因意外或暴力及可見原因直接導致其身體損傷，而有關損傷是在有關事件發生12個月內直接及單獨導致，則本公司將會向外籍家庭傭工或其合法個人代表支付以下所需要的賠償金額。

- |           |             |
|-----------|-------------|
| 1) 死亡     | 港幣\$200,000 |
| 2) 完全永久傷殘 | 港幣\$200,000 |
| 3) 喪失視力   | 港幣\$200,000 |
| 4) 喪失肢體   | 港幣\$200,000 |

本公司根據本項目的每年最高賠償責任以每年港幣\$200,000為限。

## 項目十一 - 轉聘過渡期保障

(本項目只適用於承保表上列明本保障已被選擇)

倘若於保險期內終止僱用現時的外籍家庭傭工，本公司將向受保人提供下列其中一項保障：

### a. 順延保險期

保險期將會順延，順延時間相等於受保人因終止僱用現時的外籍家庭傭工而沒有僱用任何外籍家庭傭工的時間。被保險期順延時間的計算應從終止僱用現時外籍家庭傭工的首天，直到開始僱用新外籍家庭傭工的首天為止。每一保單年度順延期每次最長以3個月為限。

從實際終止僱用現時外籍家庭傭工起計7日內，受保人需向本公司提供終止僱用現時外籍家庭傭工首天日期及開始僱用新外籍家庭傭工首天日期的書面證明。除非本公司接納記錄並以背書形式在本保單中認可順延，否則本項目的順延不予以有效。

### b. 為所聘用的本地家務助理提供項目一 - 「僱員補償」保障

因終止僱用現時的外籍家庭傭工，在沒有僱用任何外籍家庭傭工的期間，項目一 - 「僱員補償」的保障可伸延保障受保人所僱用的本地家務助理。在每一保單年度，為本地家務助理所提供的保障以每次3個月為限。在任何情況下，本項保障會在受保人僱用了新外籍家庭傭工後或本保單到期日時終止，以較早者為準。

從實際終止僱用現時外籍家庭傭工起計7日內，受保人需向本公司提供終止僱用現時外籍家庭傭工首天日期及開始僱用本地家務助理首天日期的書面證明。當受保人再次僱用新外籍家庭傭工，受保人需從實際開始僱用新外籍家庭傭工起計7日內，提供僱用新外籍家庭傭工首天日期的書面證明。除非本公司接納記錄並以背書形式在本保單中認可保障，否則根據本項目的保障不予以有效。

## 項目十二 - 家庭傭工個人責任保障

(本項目只適用於承保表上列明本保障已被選擇)

倘若於保險期內，本公司將會支付受保人就外籍家庭傭工於香港境內因疏忽而導致以下情況而對第三方需負上的個人法律責任：

- (a) 意外導致身體受傷；或
- (b) 意外導致財產損失或損毀。

本公司根據本項目所作出的所有賠償責任，包括任何索償人可從外籍家庭傭工索取的法律費用及開支，以及外籍家庭傭工及受保人在取得本公司書面同意後支付的所有費用及開支，每年最高賠償額以港幣\$100,000為限。

## 項目十三 - 家庭傭工分娩保障

(本項目只適用於承保表上列明本保障已被選擇)

倘若於保險期內，外籍家庭傭工因懷孕或在其產假的情況下未能完全履行其職務而需要額外聘請一位外籍家庭傭工，如符合以下條件，本公司將提供一次性津貼港幣\$10,000作為補償有關聘請額外外籍家庭傭工的費用：

- 1) 提供由香港的註冊醫生所簽發的書面醫療證明以確認已懷孕外籍家庭傭工的受孕日期必須在保險期內；及
- 2) 提供有效的外籍家庭傭工僱傭合約以證明該已懷孕外籍家庭傭工在所訂定的產假開始前已連續受僱於受保人不少於40週及根據香港法例第57章

「僱傭條例」符合資格享有法定的有薪產假10週；及

- 3) 提供於保險期內簽署的有關額外外籍家庭傭工的有效僱傭合約，而在簽署此額外外籍家庭傭工的僱傭合約時，已懷孕的外籍家庭傭工必須受保於本保單及不能超過已懷孕外籍家庭傭工的預產期後2個月；及
- 4) 額外外籍家庭傭工僱傭合約的簽署日期及生效日期必須在已懷孕外籍家庭傭工的受孕日期及有關書面醫療證明的簽發日期之後。

在任何情況下，本項目須受免責期約束，若外籍家庭傭工的受孕日期在保障生效日起計首12個月內，均不受保障。本項目將只為在本公司承保下的外籍家庭傭工每一次懷孕支付賠償一次。

本公司根據本項目的賠償金額以每年港幣\$10,000為限。

#### 項目十四 - 家庭成員被虐保障

(本項目只適用於承保表上列明本保障已被選擇)

倘若於保險期內，受保人或家庭成員在香港直接因外籍家庭傭工的蓄意行為導致身體損傷或患上疾病，本公司將支付受保人或家庭成員因此而引致必需及合理的實際醫療費用，唯有關事故必須報警並提供警方調查結果以證明外籍家庭傭工的過失及受保人及/或有關家庭成員的書面醫療報告。

本項目伸延支付由註冊醫生書面建議受保人或家庭成員需要進行身體檢查及精神科治療的費用，受保人或家庭成員必需及合理引致的心理治療費用均受保障。

在任何情況下，本項目只支付在有關事故發生日期後首6個月內所引致的上述醫療費用。

本公司根據本項目的賠償金額以每年港幣\$15,000為限。

#### 項目十五 - 危疾附加醫療保障

(本項目只適用於承保表上列明本保障已被選擇)

- 1) 如同時投保本項目及項目八 - 「住院及手術費用」並列明於承保表上，則本公司同意倘若外籍家庭傭工在保險期內由註冊醫生診斷為患有危疾（定義列於「危疾的定義」一項），受保人於本保單項目八 - 「住院及手術費用」中可獲的賠償如下：
  - (a) 就危疾的最高賠償額，由每年每份保單的港幣\$30,000增加至港幣\$150,000，但須扣除任何在本保單中項目八 - 「住院及手術費用」於同一保險期內已獲得的賠償；及
  - (b) 就有關的危疾索償而言，列明於項目八 - 「住院及手術費用」中「醫生巡房、住院及膳食及住院雜項費用」及「手術費用」的個別項目賠償限額，將不再適用。
- 2) 如本保單獨立地承保本項目並列明於承保表上，則本公司同意倘若外籍家庭傭工在保險期內由註冊醫生診斷為患有危疾（定義列於「危疾的定義」一項），本公司在扣除任何已追討或從其他所有途徑可予追討的賠償額的準則下，將會支付外籍家庭傭工在醫院或日間診所就危疾所引致的醫生巡房、住院及膳食、住院雜項服務（包括但不限於使用的藥物及有助治療的物品、底片、X光片、影像、特別診斷程序及解說及實驗室化驗）及手術費用（包括外科醫生費、麻醉科醫生費及手術室租金）等費用，每保單每年最高賠償額以港幣\$120,000為限，惟在本項目下本公司不會支付每保單每年損失的首港幣\$30,000。

#### 項目十六 - 陪月員個人責任保障

(本項目只適用於承保表上列明本保障已被選擇)

因陪月員於保險期內在香港受僱於受保人工作期間因疏忽導致受保人需負法律責任支付賠償，本公司將向受保人作出賠償：

- (a) 意外導致身體受傷；或
- (b) 意外導致財產損失或損毀。

本公司根據本項目所作出的所有賠償責任，包括任何索償人可從受保人索取的法律費用及開支，以及受保人在取得本公司書面同意後支付的所有費用及開支，每保險期最高賠償額以港幣\$100,000為限。

#### 項目十七 - 陪月員住院現金津貼

(本項目只適用於承保表上列明本保障已被選擇)

倘若於保險期內，陪月員於香港在受僱於受保人工作期間發生的意外事故而住院接受治療或手術超過連續2天，而該有效索償已根據本保單項目一 - 「僱員補償」獲得賠償時，本公司將會就受保人因喪失或中斷陪月員服務，向受保人作出每日港幣\$200津貼，並以每保險期港幣\$1,000為上限。

#### 項目一 - 僱員補償的不保事項

本公司概不就以下各項承擔責任：

- 1) 受保人就承包商的僱員所承擔的責任；
- 2) 任何因訂立協議而附加於受保人的責任，若沒有該項協議，該等責任便不存在；
- 3) 受保人本來有權向有關方面追討的款項，但由於受保人與該有關方面所訂立的協議而無法執行；
- 4) 因肺塵埃沉積病或間皮瘤或噪音所致失聰而引起的任何責任；
- 5) 受保人就任何並非條例所指「僱員」的人士所承擔的責任；
- 6) 根據條例或獨立於條例的規定，受保人須支付的遲繳款項、附加費、罰款、處罰、或具嚴重懲罰性、或懲戒性的賠償；或
- 7) 法院或審裁處就任何意外或疾病傷害的法律程序，而本公司並無獲得充分通知，因此未能參與有關法律程序。

#### 項目二 - 住院現金津貼、項目四 - 遣送費用、項目五 - 改聘費用、項目七 - 門診費用、項目八 - 住院及手術費用、項目九 - 牙醫費用、項目十 - 人身意外保障、項目十四 - 家庭成員被虐保障、項目十五 - 危疾附加醫療保障及項目十七 - 陪月員住院現金津貼的不保事項

本公司概不就以下各項承擔責任：

- 1) 因下列各項，直接或間接，完全地或部分地，導致其身體損傷或疾病
  - (a) 自毀，在神志正常、精神失常、受酒精或藥物影響的情況下蓄意自殘，或做出任何企圖威脅自身的行為；
  - (b) 罷工，正當重建公眾秩序之時，參加民間勞工或政治騷亂、軍隊或海軍服務；
  - (c) 任何違反、企圖違反法律的行為，或拒捕；
  - (d) 參與拳擊、摔跤、任何形式的徒手搏鬥、冬季運動、冰上曲棍球、職業或半職業足球、檯球、馬球、需用呼吸器的水底活動、滑水跳躍、風帆運動、需以繩索或響導的攀登或爬山活動、地上坑洞及洞穴勘探、降傘、滑翔活動、越野障礙賽、定點越野賽馬、吊索跳、賽馬障礙比賽、狩獵、划船或乘遊艇越過任何海岸線5公里、駕駛（或乘坐）電單車、並非以雙腿進行的競賽、以專業運動形式參與的任何運動或任何其他危險活動。除非事前獲得本公司的書面同意以及已付清適當的額外保費；
  - (e) 使用任何機動木工機器，攜帶式手工工具除外；
  - (f) 外籍家庭傭工或陪月員參與飛行活動，以持票乘客身份乘坐持牌客機則除外；或
  - (g) 執行正規或臨時的軍事或警方任務。
- 2) 精神或神經失控（在項目十四 - 「家庭成員被虐保障」的保障下則除外）、酗酒、濫用藥物；
- 3) 受保人或家庭成員或外籍家庭傭工已知悉或於本保單生效日前已出現的傷患、不適或疾病；
- 4) 接種疫苗、免疫注射或預防藥物；
- 5) 透過性接觸傳染的疾病，包括愛滋病（後天免疫力缺乏症）及愛滋病有關連的疾病。

#### 項目二 - 住院現金津貼、項目七 - 門診費用、項目八 - 住院及手術費用、項目十四 - 家庭成員被虐保障、項目十五 - 危疾附加醫療保障及項目十七 - 陪月員住院現金津貼的不保事項

本公司將不會就下列各項作出賠償：

- 1) 已確診的肺結核；
- 2) 老年護理；
- 3) 整型手術、視力折射之問題包括視力檢驗或所需之眼鏡或鏡片、提供助聽儀器或假髮、非由受傷引起的牙科護理或手術；或
- 4) 一般身體檢查、康復護理或靜養護理（在項目十四 - 「家庭成員被虐保障」的保障下則除外）。

## 項目六 - 家居物品保障的不保事項

本公司將不會支付因下列各項所導致或促成的損毀：

- 1) 自然損耗、蛀蟲、害蟲、昆蟲、寵物、潮濕、生鏽、腐爛、腐蝕、發霉、濕氣、陽光或大氣作用、以及以漸進形式的起因所引致；
- 2) 電力或機械故障、錯亂、負荷過多或不足；
- 3) 外籍家庭傭工的任何蓄意行為或疏忽；
- 4) 任何性質的後果損失或損害；或
- 5) 未能解釋的損毀。

## 項目十 - 人身意外保障的不保事項

本公司將不會支付因下列情況引起的身體損傷：

- 1) 在工作期間因工作原因而引起；或
- 2) 以漸進原因所引致的不適或疾病（非因外來暴力及可見原因所直接導致的意外而造成）或身體損傷。

## 項目十二 - 家庭傭工個人責任保障及項目十六 - 陪月員個人責任保障的不保事項

本公司將不會就以下責任作出賠償：

- 1) 受保人、受保人親屬、家庭成員、外籍家庭傭工或陪月員或外籍家庭傭工或陪月員之家人的意外身體損傷；
- 2) 屬於受保人、受保人親屬、家庭成員、外籍家庭傭工或陪月員或外籍家庭傭工或陪月員之家人保管或控制的財產損失或損毀；
- 3) 任何食物及飲品中毒；
- 4) 在香港以外發生的事件；
- 5) 受保地址內發生的任何事故（在項目十六 - 「陪月員個人責任保障」的保障下則除外）；
- 6) 任何非經由香港具司法管轄權的法院初審時裁定的判決；或
- 7) 直接或間接由下列各項所引致：
  - i. 任何故意或惡意行為或犯罪活動；
  - ii. 從事與交易、業務、專業或受僱有關的工作（在項目十六 - 「陪月員個人責任保障」的保障下則除外）；
  - iii. 擁有、管有或使用汽車（不論是否在公共道路上使用）及相類似情況；或
  - iv. 由任何刑事訴訟引致的法律費用。

## 項目十三 - 家庭傭工分娩保障的不保事項

本公司將不會就以下事項作出賠償：

- 1) 受保人並沒有聘請額外的外籍家庭傭工；
- 2) 外籍家庭傭工的受孕日期在本保單生效日期之前或本保單生效日期後首12個月內；
- 3) 受保人並非列明於額外外籍家庭傭工僱傭合約上的僱主；或
- 4) 額外外籍家庭傭工僱傭合約的簽署日期並非在保險期內。
- 5) 額外外籍家庭傭工僱傭合約的簽署日期超過已懷孕外籍家庭傭工預產期後的2個月。

## 項目十五 - 危疾附加醫療保障的不保事項

- 1) 如受保人或外籍家庭傭工已知悉或於本保單生效日前已出現的危疾，本公司將不會作出賠償；
- 2) 如本保單獨立地承保本項目並列明於承保表上，本公司將不會支付每年損失的首港幣\$30,000。

## 一般不保事項

本公司毋須就下列各項作出賠償：

- 1) 懷孕（在項目十三 - 「家庭傭工分娩保障」的保障下則除外）、流產、不育治療、生育或所有相關併發症。
- 2) 因下列任何情況直接或間接引致、產生或與其有關的任何意外、損失、損害、開支、法律責任或身體損傷，即使當時有其他原因或事件，同時促使或先後發生而引致損失：
  - (i) 戰爭、入侵、外敵活動、敵對或類似戰爭的行動（無論是否已宣戰）、內戰、叛亂、革命、起義、嚴重程度類近叛亂的民亂、軍事或篡權行動；
  - (ii) 暴動、戒嚴令、緊急狀態、或促成宣告或維持戒嚴令或緊急狀態的情況及原因；
  - (iii) 任何人或任何人的代表或與任何組織有關聯的人，以暴力推翻具法律地位政府或現有政府，或參與以暴力或恐怖行動形式的行為，意圖影響該政府；或
  - (iv) 任何恐怖主義活動（項目一 - 「僱員補償」的恐怖主義活動條款中另有提供的賠償則除外）

「恐怖主義活動」在本不保事項的定義為：任何人士或人士們，無論單獨、代表或連繫於任何機構組織或政府，以政治、宗教、意識型態或其他類似原因，包括以意圖影響政府及 / 或令公眾及 / 或部份公眾恐慌為目的之行為，有關行為包括但不限於使用武力或暴力及 / 或帶有威脅成份的活動。

此不保事項對直接或間接用於控制、防止、鎮壓或以任何方式而與上述(i)及 / 或(ii)及 / 或(iii)及 / 或(iv)有關的行動引致、產生或與其有關的意外、損失、損毀、費用或開支，均不賠償。

若本公司宣稱因本不保事項而對任何意外、損失、損毀、開支、責任或身體損傷不予賠償，提出相反證明之責任將需由受保人負責。

若此不保事項的任何部份被發現無效或不可實施時，其餘部份將仍全面實行及有效。

- 3) 由於任何恐怖主義活動（在項目一 - 「僱員補償」的「恐怖主義活動條款」中另有提供的賠償則除外），而根據下列各項，直接或間接而提出的任何意外、損失、損毀、開支、責任或身體損傷：
  - (i) 化學或生物污染；或
  - (ii) 導彈、炸彈、手榴彈、爆炸物

「恐怖主義活動」在本不保事項的定義為：任何人士或人士們，無論單獨、代表或連繫於任何機構組織或政府，以政治、宗教、意識型態、種族、為意圖或原因，包括以意圖影響政府及 / 或令公眾及 / 或部份公眾恐慌為目的之行為，有關行為包括但不限於使用武力或暴力及 / 或帶有威脅成份的活動。

就上述(i)目的而言，「污染」指污染物或施毒、妨礙及 / 或限制物體的用途，而原因是由於化學及 / 或生物物質影響。

若本公司宣稱因本不保事項而對任何意外、損失、損毀、開支、責任或身體損傷不予賠償，提出相反證明之責任將需由受保人負責。

- 4) 因下列任何情況直接或間接引致、產生、導致或造成的任何意外、損失、損害、開支、法律責任或身體損傷：
  - (i) 來自核燃料或燃燒核燃料所產生核廢堆放射出來的電離、輻射或污染，在本不保事項下，燃燒一詞涵義包括核子自行分裂過程；或
  - (ii) 核子武器材料。

- 5) 在香港以外所引起的任何身體損傷或疾病（在項目一 - 「僱員補償」的保障下則除外）、或所招致的開支或所出現的損失。
- 6) 任何故意、蓄意行為或犯罪活動（在項目十四 - 「家庭成員被虐保障」的保障下則除外）。
- 7) 任何有關宗教、禮儀或風俗的費用。
- 8) 受保人沒有與家庭傭工訂定僱傭合約。
- 9) 任何由以下情況直接或間接引起、導致或關連的任何類形的財產 / 財物損失或損壞（只適用於項目六）：

儘管本保單中有任何相反的規定，就傳染病、或就傳染病的恐懼或威脅（無論是實際的還是察覺到的），本保單不保任何直接或間接引致的、或由促使的、或由導致的、或由引起的、或與相關的任何損失、損害、責任、索賠、成本或費用，不論是否有任何同時或以順序形式促成的其他原因或事件。

在不違反本保險包含的其他條款、條件和不保條款的前提下，本保險將就保單內指明的風險直接造成或導致的財產 / 財物的物理損害，及如有提供之 / 任何業務中斷 / 連帶業務中斷 / 任何其他間接損失，提供保障。

- 10) 就人身意外及 / 或其後果損失、費用、索償或開支（只適用於項目十） / 任何第三者責任或任何相關的費用及開支（只適用於項目十二和十六），若由以下情況直接或間接引起、導致或關連：

儘管本保單中有任何相反的規定，本保單不保任何因下述，直接或間接引致的、或由此促使的、或與之相關的、或以任何方式涉及的、或由此引起的任何的損失、損害、責任、成本、罰款、罰金或其他任何金額，不論該等是實際的還是察覺到的：

- 冠狀病毒 (COVID-19) , 包括其任何突變或變異 ; 或
- 由世界衛生組織、或其他政府或準政府公共衛生機構、實體或服務機構進行的聲明、分類、表徵、提及或以其他形式宣傳的流行病或大流行病。

本保單的所有其他條款、條件和不保條款均保持不變。惟上述除外條款不適用於為滿足《僱員補償條例》和《建築物管理(第三方風險保險)條例》規定的強制性保險要求而所提供的任何保障, 也不適用由國際救援(亞洲)公司所提供的任何服務, 若有關服務顯示在附表中時。

- 11) 儘管在保單或批單對任何所述的條款構成相反之部份, 藉此同意倘若承保、支付任何賠償或提供任何保障將使本公司面臨任何聯合國決議下的制裁、禁止或限制, 或使本公司面臨歐洲聯盟、英國或美國法律、法規、貿易或經濟制裁, 本公司則不得被視作提供保障, 且本公司亦無需就該項承擔及支付任何賠償或提供任何保障的責任。

## 定義

### 「意外」

意指就項目一 - 「僱員補償」而言, 由單一事件引發的意外或連串意外。

### 「日常活動」

意指:

梳洗 - 於浴缸洗澡或淋浴 (包括進出浴缸或淋浴室) 的能力或以其他方式滿意及合理地完成梳洗。

穿衣 - 穿上、脫下、繫緊或鬆開各種衣服或任何適當的支架、義肢或其他外科器具的能力。

進食 - 當食物準備好時, 自己進食的能力。

如廁 - 使用洗手間或控制大小便, 以保持滿意的個人衛生的能力。

移動 - 從床移動到直背椅子或輪椅上的能力, 及從椅子或輪椅移動到床的能力

### 「身體損傷」

意指於保險期內因意外及暴力因素所直接而單獨引致不能預見的身體傷害。

### 「傳染病」

意指可以通過任何物質或媒介, 從任何生物體傳播到另一生物體的任何疾病, 其中:

- 該物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變體, 無論是否視為活體, 及
- 無論是直接傳輸還是間接傳播, 傳播方法包括但不限於空中傳播, 體液傳播, 從任何表面、物體、固體、液體或氣體或生物體之間的傳播, 及
- 該疾病, 物質或媒介可能導致或威脅對人類健康或人類福祉帶來損害, 或可能導致或威脅到財產 / 財物的損害、劣化、或其價值、市場值及或使用的損失。

### 「住院」

意指住院病人因醫療必須情況下由註冊醫生轉介入院。家庭僱工於出院前必須在整個階段內連續留院, 而該醫院有收取住院及膳食費用, 或深切治療費用。

### 「原居地國家」

意指承保表上列明外籍家庭僱工原居地的國家。

### 「損毀」 / 「財產損失或損毀」 / 「家庭電器或傢俬損毀」

本保單所保障的財產損毀意指有關財產物質的有形損毀。財產的有形損毀並不包括數據、軟件或電腦程式的損毀, 特別是由於原先結構的刪除、損壞或結構變形而使數據、軟件或電腦程式有任何破壞性改變。因此, 本保單並不保障以下各項:

- 數據或軟件的遺失或損毀, 特別是由於原先結構的刪除、損壞或變形而使數據、軟件或電腦程式有任何破壞性改變, 及因此引致的任何業務中斷的損失。儘管本定義另有所指, 由於受保有形財物損毀所直接引致數據或軟件損失或損毀則會受到保障; 或
- 由於數據、軟件或電腦程式的功能、備用性、使用幅度或存取能力受損而導致的遺失或損毀, 及因此引致的任何業務中斷的損失。

### 「疾病」

意指就項目一 - 「僱員補償」而言, 家庭僱工在受僱於受保人期間因工作所感染的疾病。有關感染期可能是一段長時間, 而部分時間可能超逾本保單的保險期。

### 「家庭傭工」

意指受僱於受保人、並以兼職、全職方式或以陪月員身分於受保地址從事家務並受本保單保障的傭工。

### 「家庭成員」

意指與受保人同住於受保地址的受保人親屬。

### 「地理區域」

意指香港地區及本公司同意的任何地方。

### 「香港」

意指中華人民共和國的香港特別行政區。

### 「醫院」

意指以支付病床費形式就診的患病及受傷人士, 提供照料及治療的機構, 而該機構是依照接受治療區域之法例認可、建立及註冊為醫院, 並(i)設有進行診斷及大手術的設備, (ii)由合資格護士提供每日二十四小時的護理服務, 及(iii)由註冊醫生給予定時的照料及診治。

### 「住院病人」

意指因身體損傷或疾病而住院, 成為登記住院的就診者, 並使用醫院的住房及膳食服務及就此被收取費用的家庭傭工。

### 「受保人」

意指承保表上以“受保人”名稱所示的人。

### 「受保地址」

意指承保表上“風險地點”一項所示受保人的私人住宅。

### 「物品」

意指一件、一對或一套物品。

### 「本地家務助理」

意指香港特別行政區居民, 並且由受保人僱用的家庭傭工, 不包括陪月員。

### 「喪失視力」

意指一隻或一對眼睛所有視力出現完全、不可回復及不可補救的損失。

### 「喪失肢體」

意指於一隻或一對手腕或足踝或以上的肢體分離, 或有關肢體完全及永久地失去功用。

### 「放債人」

意指在《放債人條例》(香港法例第163章)下經營貸款業務(不論他是否亦經營其他業務)的人, 或宣傳、宣佈或以任何方式顯示自己是經營該業務的人。

### 「噪音所致失聰」

意指定義與《職業性失聰(補償)條例》(香港法例第469章)所述者相同。

### 「條例」

意指《僱員補償條例》(香港法例第282章)。

### 「外籍家庭傭工」

意指根據《入境條例》(香港法例第115章)所制定的僱傭合約下受僱於受保人並列明於承保表上的家庭傭工。

### 「保險期」

意指列明於承保表上的保險期。

### 「肺塵埃沉病及間皮瘤」

意指定義與《肺塵埃沉病及間皮瘤(補償)條例》(香港法例第360章)所述者相同。

### 「陪月員」

意指香港特別行政區居民，並且列於承保表由受保人僱用的家庭傭工而從事嬰兒護理或簡單家務如清理膳後碗碟、代購食材等，並受保於陪月員計劃。

### 「註冊牙醫」

意指依照接受治療區域之法例註冊，或領有執業證明提供牙科及有關手術服務之醫生（除非已獲得本公司之書面批准，否則不包括受保人或家庭傭工本人、受保人或家庭傭工的直系親屬、商業合伙人、僱主或僱員及保險代理人），其最低資歷限度相當於香港牙醫註冊條例的註冊牙醫。

### 「註冊醫生」

意指依照接受治療區域之法例註冊，或領有執業證明提供醫療及手術服務的醫生（除非已獲得本公司之書面批准，否則不包括受保人或家庭傭工本人、受保人或家庭傭工的直系親屬、商業合伙人、僱主或僱員及保險代理人），其最低資歷限度相當於香港醫生註冊條例的註冊醫生。

### 「承保表」

意指隨本保單附上並構成本保單一部份的保單承保表。

### 「專科醫生」

意指於香港醫務委員會專科註冊處或同等機構或依照接受治療區域之法例已正式註冊或領有執業證明的註冊醫生（除非已獲得本公司之書面批准，否則不包括受保人或家庭傭工本人、受保人或家庭傭工的直系親屬、商業合伙人、僱主或僱員及保險代理人）；或指物理治療師，而該人士依照接受治療區域之法例已正式註冊或領有執業證明；或指脊椎治療師，而該人士在香港、美國、英聯邦國家或歐洲共同體已正式註冊或領有執業證明。

### 「短期保障」

意指授予於承保表內保險期之保障，而保障期為一個月或三個月。並就此本保單只有項目一 - 「僱員補償」的保障適用。

### 「完全永久傷殘」

意指絕對完全及永久傷殘而無法從事任何工作或職業。有關傷殘必須經由註冊醫生所證明，並能提交醫療報告及完整診斷。

## 危疾的定義

### 1. 癌症

惡性腫瘤而具有惡性細胞失控的生長及擴散，並對人體組織浸潤，癌症包括白血病（慢性淋巴性白血病除外），但不包括非浸潤性原位癌、任何在人類免疫缺陷病毒存在下出現的腫瘤以及惡性黑素瘤以外的任何皮膚癌。提出索償時，必須提供確實的癌症組織學證據支持。

### 2. 心病

由心臟專科醫生診斷為由病因不明的心室功能損傷引起的心肌病，而具永久及不可復原的體能障礙，程度達紐約心臟協會心臟障礙級別的第4級。本保障並不包括因服用酒精或藥物直接引起的心肌病。

### 3. 須要進行外科手術之冠狀動脈病

對出現限制性心絞痛徵狀的人士進行心臟外科手術，透過搭橋移植術以矯正一條或多條冠狀動脈的收窄或栓塞，但不包括非外科手術技術，例如氣囊血管成形術或以激光舒緩冠狀動脈栓塞情況。

### 4. 心臟病發作

因有關心肌供血不足而引致有關心肌部份壞死，並具備下列特徵：

- 典型胸痛病史；及
- 心肌梗塞特有的新的心電圖變化；及
- 心臟酵素上升。

### 5. 心瓣及結構性手術

進行剖開式心臟手術以矯正心瓣及異常結構。

### 6. 原發性肺動脈高血壓

根據臨床及檢驗（包括心導管檢查）證實，並由心臟科專科醫生診斷，並須符合下列診斷標準：

- 呼吸困難及疲倦；及
- 左心房血壓上升（最少超越 20 個單位）；及

- 肺阻力比正常水平最少高出 3 個單位；及
- 肺動脈壓最少為 40mmHg；及
- 肺楔壓最少為 6mmHg；及
- 右心室舒張末期壓最少為 8mmHg；及
- 右心室肥大、擴張以及右心室出現衰竭及代償失調的徵狀。

### 7. 大動脈外科手術

進行外科手術以矯正胸部或腹部主動脈的收窄、內壁分離或動脈瘤。

### 8. 阿耳滋海默氏症

根據臨床狀態及認可的標準問卷或測試證實因患上阿耳滋海默氏症（腦退化性疾）引起的智力衰退、喪失或行為異常，或不可復原的機能退化失調而導致精神及社交功能明顯減退（但不包括神經官能病及精神病），使外籍家庭傭工需要持續接受照料。

### 9. 細菌感染腦膜炎

因細菌感染引起腦膜或脊髓發炎，並導致永久性神經功能缺陷。有關診斷須由神經專科醫生證實。

### 10. 良性腦腫瘤

非癌症的腦腫瘤。本保障不包括囊腫、肉芽瘤、腦動脈或靜脈內有關的畸形，以及腦垂體或脊椎血腫及腫瘤。

### 11. 腦部外科手術

在全身麻醉下進行腦部顱骨切開手術。腦部外科手術包括鎖孔外科手術但不包括所有不需手術切開或切除組織的治療如伽瑪射線、腦血管神經放射介入治療如栓塞形成、血栓溶解及立體定位活檢。因意外而需要進行的腦部外科手術亦同時除外。有關手術必須獲合資格的專科醫生認為必須進行。

### 12. 昏迷

處於不省人事的狀態，對外界刺激或內在需要毫無反應，需要持續使用生命支持系統最少96小時，並導致永久性神經功能不足。

### 13. 腦炎

由神經專科醫生證實的嚴重腦質發炎，並導致嚴重及永久的神經病後遺症。

### 14. 嚴重頭部創傷

意外的頭部受傷導致殘餘腦部損傷，達到持久性神經系統缺陷的程度，並引起重要的功能損害。「重要的功能損害」指外籍家庭傭工被腦神經專科醫生以格拉斯哥之頭部損傷結果尺度（Glasgow Outcome Scale of Head Injuries）的第8.0版本評估而獲得5分或以下，或於獲醫學文獻接受的類似尺度中表示相等程度的功能損害。

### 15. 運動神經元病

由神經專科醫生明確診斷為患上運動神經元病，而且有適當及相關的神經病徵狀作為決定性的證明。

### 16. 多發性硬化症

由神經專科醫生明確診斷，並經過影像掃描等現代化診症技術核實，出現多於一次明顯的神經科徵狀，持續出現或涉及視覺神經、腦幹及脊柱方面的症狀，並且有身體協調及運動、感官功能受損，但外籍家庭傭工不一定需要受困於輪椅。

### 17. 肌營養不良

由神經專科醫生證實為遺傳性肌營養不良，導致在沒有協助的情況下無法完成三項或以上的日常活動。

### 18. 癱瘓

由於意外或疾病引起的癱瘓，兩條或以上肢體完全及永久喪失功能。

### 19. 柏金遜病

因失去含色素腦神經細胞而引致的中樞神經系統緩慢地漸進式退化性疾病。由神經專科醫生明確診斷為柏金遜病，並符合以下條件：

- 無法以藥物控制；及
- 出現漸進性障礙的徵狀；及

- 外籍家庭傭工在沒有協助的情況下無法進行三項或以上的日常活動  
本保障只包括原發性帕金森病，而不包括其他形式的帕金森病。
20. 脊髓灰質炎（小兒麻痺症）  
由神經專科醫生明確診斷由小兒麻痺病毒感染而引起的癱瘓性疾病，並有運動功能受損或呼吸衰弱作為證明。沒有涉及癱瘓或由其他原因引起的癱瘓將不符合本嚴重疾病。
21. 中風  
任何腦血管病發事件，引起神經病後遺症持續超過24小時，包括腦組織梗塞、腦出血及源自頭顱外的栓塞，並且必須有永久性神經功能不足的證據。
22. 失明  
雙眼完全失明並不可復原。
23. 慢性肝病  
末期肝病，並具備下列所有證明：  
  - 永久性黃疸
  - 腹水
  - 腦病
本保障不包括由酒精或濫用藥物引致的肝病。
24. 失聰  
雙耳完全失去聽覺並不可復原。
25. 末期肺病  
末期肺病包括間質性肺病，需要永久接受氧氣治療及一秒用力呼氣量（FEV1）測試結果持續少於一公升。
26. 暴發性病毒肝炎  
由病毒性肝炎引起的亞全部或全部肝臟壞死，導致突發性肝衰竭，但不包括由註冊醫生證明因藥物及酒精濫用引致的情況，並須符合下列的診斷標準：  
  - 肝臟急劇縮小；及
  - 整塊肝葉壞死，只餘下萎陷的網狀支架；及
  - 肝功能測試急劇退化；及
  - 黃疸加深。
27. 腎衰竭  
由任何原因引起的末期腎病，使外籍家庭傭工需定期進行腹膜透析或血液透析。
28. 失去獨立生活能力  
外籍家庭傭工在沒有他人長期輔助的情況下，永久地喪失進行三項或以上的日常活動能力。  
本保障的承保範圍由外籍家庭傭工18歲開始至年屆61歲時終止。保障不包括任何因精神科引起的情況。
29. 喪失語言能力  
由於聲帶受損而引致完全永久喪失說話能力並無法復原，並須連續12個月沒有間斷。
30. 嚴重燒傷  
三級程度燒傷並覆蓋外籍家庭傭工身體表面積最少兩成。
31. 主要器官移植  
外籍家庭傭工作為受贈者接受心臟、肺、肝臟、胰臟、腎臟或骨髓移植手術。
32. 腎髓質囊腫病  
由內科專科醫生診斷為腎髓質囊腫病，並證實已出現末期腎病，而外籍家庭傭工需要定期進行腹膜透析或血液透析。
33. 肢體切斷  
兩肢或以上不可復原地切斷，切斷須在手肘或膝蓋以上。
34. 完全及永久傷殘  
外籍家庭傭工於61歲前因受傷或患病導致完全及永久傷殘。在下列情況下，外籍家庭傭工將被視為完全及永久傷殘：  
(i) 完全及永久地沒有能力從事任何可獲得收入或利潤的職業、業務或活動。上述傷殘必須不間斷持續超過180日；或  
(ii) 外籍家庭傭工：  
  - 雙眼完全失去視力並無法復原；
  - 完全及不可復原地喪失使用兩肢（在手腕或足踝關節或以上）的能力；或
  - 一隻眼睛完全失去視力並無法復原，及完全及不可復原地喪失使用任何一肢（在手腕或足踝關節或以上）的能力。
「喪失使用能力」是指完全及永久性癱瘓或切斷。有關傷殘情況須由本公司認可接納的註冊醫生以書面證明。
35. 因輸血引致的愛滋病  
外籍家庭傭工在下列情況下感染人類免疫缺陷病毒（愛滋病毒）或後天免疫缺陷綜合症（愛滋病）：  
  - 該感染於保障生效後或在恢復本保障生效日期後因接受輸血引致，以較後者為準；及
  - 輸血是在註冊醫生的建議及正常照顧及護理下，於香港合法醫院進行；及
  - 受感染的外籍家庭傭工並非血友病患者；及
  - 進行輸血的註冊醫生，以及提供有關輸血所用的特定血液或血液製品的香港合法血液或血液製品供應商，證實外籍家庭傭工是由於輸血而感染了人類免疫缺陷病毒或愛滋病。
36. 障礙性貧血  
骨髓機能衰竭引致貧血、中性白血球減少或血小板減少，令外籍家庭傭工需進行下列最少一項的治療：  
  - 輸入血液產品
  - 骨髓刺激劑
  - 免疫抑制劑
  - 骨髓移植。
37. 象皮病  
由絲蟲病引起或其併發症，特徵為由於淋巴管循環阻塞而造成身體組織大範圍腫脹，必須由適當的專科醫生臨床確定診斷為象皮病，包括檢驗證實幼絲蟲屬存在，並須得到本公司醫學顧問支持診斷結果。  
本保障不包括由性接觸傳染的疾病、創傷、手術後疤痕、充血心臟衰竭或先天性淋巴系統異常引起的淋巴水腫。
38. 因職業感染人類免疫缺陷病毒  
指在執行正常職務中，因意外感染人類免疫缺陷病毒，並於意外發生起計六個月內，對人類免疫缺陷病毒抗體出現血清轉化為陽性。任何可能促成索償的意外，必須於發生起計30日內向本公司報告，並提供於意外後立刻進行的人類免疫缺陷病毒抗體陰性測試結果。假如研製出有效率及有效用的人類免疫缺陷病毒 / 愛滋病疫苗，本嚴重疾病承保範圍將終止。  
本保障不包括經由性接觸傳播的人類免疫缺陷病毒感染。
39. 嚴重類風濕關節炎  
廣泛之關節破壞並有嚴重的臨床變形，影響下列最少三個主要關節：手、手腕、手肘、脊椎、膝、足踝、足。診斷須經下列各項證實：  
  - 清晨僵硬
  - 對稱性關節炎
  - 類風濕性小結顯露
  - 類風濕因子滴度上升
  - 放射照相證實病情嚴重
診斷必須經由風濕病學專家證實。
40. 末期疾病  
根據有關專科醫生的意見，外籍家庭傭工很有可能於12個月內身故，並獲本公司之指定註冊醫生接納。



## 條件

### I. 詮釋

本保單及承保表須作為一份合約一併閱讀，在本保單或承保表任何部份所附加特別意義的字眼或詞句，在每次出現時應附帶該意義。

### II. 年齡限制

除非承保表另有註明，家庭傭工的年齡必須介乎18至65歲之間。本保單可續保至65歲。若任何家庭傭工於保險期屆滿時已屆66歲，本保單將不獲續保。

### III. 免責期

本保單生效日起計首15天，如屬項目二 - 「住院現金津貼」、項目七 - 「門診費用」、項目八 - 「住院及手術費用」、項目九 - 「牙醫費用」的索償將不獲賠償。

本保單生效日起計首15天，家庭傭工首次被診斷患有項目十五 - 「危疾附加醫療保障」下的危疾而引致的索償將不獲賠償，惟因意外及暴力因素單獨直接引致及於該意外後90天內引致的危疾則除外。

倘若同一外籍家庭傭工在本保單生效前，已獲其他相類似的保障，受保人在索償時能提供相關保障的原有保單作為證明，在此情況下本條件中就項目二 - 「住院現金津貼」、項目七 - 「門診費用」、項目八 - 「住院及手術費用」、項目九 - 「牙醫費用」及項目十五 - 「危疾附加醫療保障」所提及的免責期將可豁免。

如屬項目十三 - 「家庭傭工分娩保障」的索償，家庭傭工被診斷其受孕日期在本保單生效日起計首12個月內，將不獲賠償。

在任何情況下，項目十三 - 「家庭傭工分娩保障」的免責期均不可豁免。

如在保險期內更換及 / 或新增外籍家庭傭工，經本公司接納及背書後，上述所有項目的免責期將於有關背書生效日起重新計算。

### IV. 修改

受保人應就對本保單所保障的風險有重大影響或任何變動，即時向本公司發出書面通知。

### V. 成對及成套條款

倘若受保人的家居物品、電器或傢俬包含一對或一套時，則本保單將不會賠償多於任何損失部份的價值，亦不考慮該項目在作為一對或一套時的特別價值，更不會賠償超過其在該一對或一套中按比例計算出來的受保價值。

### VI. 預防損失

受保人及家庭傭工必須採取所有尋常合理的預防措施，以避免意外損失，以及遵守所有法定責任與任何主管當局所訂明的條例。

### VII. 欺騙

如任何索償是以欺騙或蓄意誇大方法提出，或有任何虛假宣言或聲明，本保單將會作廢及不會給付賠償。

### VIII. 索償

如出現任何可能根據本保單提出索償的情況，受保人：

- 應於事件發生後三十一日內向本公司發出書面通知並按本公司合理要求的形式及性質，向本公司提供所有有關證書、報告、資料及證明，以讓本公司儘快確定其責任，惟費用概由受保人承擔。
- 於每次收到與本保單索償有關的任何信件、申索狀、傳票或法律程序文件後，應立即將該文件告知或送交本公司，在未獲得本公司的書面同意下不應承認任何責任、作出要約、答應、付款或賠償。
- 按本公司不時提出的要求，確保家庭傭工出席由本公司委派的合資格註冊醫生所進行的檢查。如本公司對死亡索償案中的死因存有任何合理的懷疑，本公司有權委派一名合資格註冊醫生對家庭傭工遺體進行驗屍，費用由本公司支付。
- 於任何意外、損傷或疾病發生後，確保家庭傭工儘快獲得及遵從適當的醫療與手術建議。
- 倘若欲根據項目六 - 「家居物品保障」提出索償，須確保外籍家庭傭工於全險保險索償表格上「受保人簽署」一欄同時作出簽署。
- 倘若欲根據項目十三 - 「家庭傭工分娩保障」提出索償，須向本公司提供由香港的註冊醫生所簽發的書面證明外籍家庭傭工的受孕日期必須在保險期內，已懷孕外籍家庭傭工及額外外籍家庭傭工的有效僱傭合約。
- 倘若欲根據項目十四 - 「家庭成員被虐保障」提出索償，須向本公司提供警方報告及調查結果以證明外籍家庭傭工的過失及書面醫療報告。

- 倘若欲根據項目十四 - 「家庭成員被虐保障」提出索償，須向本公司提供受保人或家庭成員應診專科醫生或需要進行身體檢查時，由註冊醫生所簽發的轉介信。

### IX. 代位權 / 免除責任本公司有權

- 以受保人的名義，接受處理就針對受保人所提出的任何索償並進行抗辯、和解，或在任何索償、賠償、損毀或其他方面，以受保人的名義因應本公司的利益進行起訴，而受保人應按本公司提出的要求，提供一切有關資料和援助；
- 就因同一原因或起因而直接或間接產生的任何一件或多件事項所致針對受保人的一項或多項索償，於任何時間向受保人支付項目一 - 「僱員補償」之額外保障所適用之責任限額中載列的金額（扣除用作賠償並已經支付的任何款項）或任何可解決有關索償的較少金額；而在賠付後，本公司將放棄有關賠償的行為及對有關賠償的控制，且無須根據項目一 - 「僱員補償」之額外保障就有關索償承擔任何進一步責任。

### X. 不能轉移的受保人利益

除非有明確陳述，於此保單並不賦予受保人以外人士，向本公司作出索償的權利。再者，除了因為死亡或因法律原因而將利益轉移，否則本公司在轉移受保人的利益的情況下不須受到束縛，除非及直至本公司以背書形式宣佈本保險會被延續。本公司就除受保人以外任何人士之利益所延伸的責任，將不會給與此類人士根據本保單進行索償的權利，而受保人應於任何情況下代表該人士進行索償，其從本公司收訖賠款，將成為本公司就有關索償完成責任的證明。若受保人身故，本公司亦會根據項目一 - 「僱員補償」的條款以及限制，就受保人根據項目一所致之責任向受保人的合法遺產代理人作出賠償，但該遺產代理人須猶如受保人般遵守和履行本保單的條款、條件以及不保事項，並受該等適用條款所規限。

### XI. 保費

如選擇以信用卡作為付款方式，本保單的保費將根據承保表所示的收款日期從受保人的指定戶口中扣取。本公司保留更改收款日期之權利而毋須事先給予通知。如付款方法為按年以信用卡付款，受保人可要求更改其繳付保費的指定信用卡賬戶，方法為填妥更改付款資料申請表，並於保單屆滿日期前交回本公司。在確認已設立新的指定戶口後，本公司將於下一年度的收款日期從該戶口中收取保費。

就任何終止或更改本保單，本公司將按每保單收取港幣\$300的最低保費，然後在有餘下保費的情況下將所餘下部分退回予受保人。

就任何終止或更改短期保障之保單，保費於保單生效後將不獲退回。

### XII. 續保

如選擇以信用卡作為付款方式，在本公司標準核保的檢驗下，保單將於成功收取續保保費後每年自動續保，除非本公司於有關收款日期前收到終止保單的書面通知。

如付款方法為按年以信用卡支付，來年的續保保費將按續保文件上所列明的收款日期由受保人指定的賬戶中自動扣取。

在任何情況下於保單生效後更改短期保障之投保年期為一年或兩年均不獲接納。

短期保障將於保單屆滿日後終止及不能於保障期後續保。

本公司有權在沒有事先通知的情況下不時修改保費表和本保單的條款及條件，但本保單在下次續保前，有關修改將不適用。

### XIII. 司法權

本保單受香港法律約束並據其解釋。爭議雙方同意接受香港法院的專有司法裁判權管轄。

### XIV. 取消

#### 基本及綜合計劃

本公司可取消本保單，並將會以掛號信形式，向受保人最後登記的地址發出七天書面通知以取消本保單。受保人亦將按比例獲退回保險期未屆滿部份的已付保費。

受保人亦可發給本公司七天書面通知以取消本保單。在此情況下，本公司將按慣常採用的短期保費率計算保單至有效期結束前的應收保費，然後把餘下保費退回受保人，惟受保人須在該保險期內沒有作出索償為準。

在任何情況下，取消短期保障保單均不獲退回保費。

#### 陪月員計劃

(i) 惟受保人在任何情況下要求取消保單，當本保險簽發後則保費不得獲退回。

(ii) 本公司若要終止本保單，將會以掛號信形式，向投保人最後登記的地址發出7天書面通知以取消本保單。投保人亦將按比例獲退回保險期未屆滿部份的已付保費及保險費。

#### XV. 仲裁

凡因本保單所引起的或與之相關的任何爭議、糾紛、分歧或索賠，包括保單的存在、效力、解釋、履行、違反或終止，或因本保單引起的或與之相關的任何非合同性爭議，均應提交由香港國際仲裁中心管理的仲裁，並按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》最終解決。本仲裁條款適用的法律為香港法。仲裁地應為香港。仲裁員人數為一名。仲裁程式應按照英文來進行。若本公司拒絕就本保單項下的任何索賠向受保人承擔責任，而受保人並無把該項索賠在拒絕該項索賠起計十二個月內根據本仲裁條款提交仲裁，則就各方面而言該項索賠將被視為已經放棄及不能追討。

#### XVI. 其他保險

倘若受本保單所保障的事件發生時（項目十 - 「人身意外保障」提供的死亡及完全永久傷殘保障則除外），在其他保單保障相同或部份相同責任時，本公司將不會就該事件支付多於按比例計算而應付之金額。

#### XVII. 第三方權利

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。

#### XVIII. 估價

本保單條款內容以中文及英文載錄。倘若中文內容及英文內容互有衝突或不一致之處，均以英文內容為準。