



Blue Cross 藍十字

An **AIA** Company 友邦保險成員公司

Domestic Helper Protection Insurance 家傭綜合保

Terms and Conditions 條款及細則

Please read these terms and conditions carefully.
Should you have any queries, please contact us for assistance.
請詳細閱讀此條款及細則。如有任何查詢，請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

藍十字（亞太）保險有限公司乃友邦保險控股有限公司之子公司，與 Blue Cross and Blue Shield Association 及其任何關聯公司或持牌人並無任何關聯。

INSURING CLAUSE

The Policyholder and Blue Cross (Asia-Pacific) Insurance Limited (the "Company") agree that:

1. This Policy Jacket, the Policy Schedule, the Table of Benefits and any Endorsement to this Policy shall be read together as one contract (this "Policy").
2. The Terms, Conditions and Exclusions contained in the Policy Schedule shall be read in accordance with and shall not be construed so as to modify, add to or in any way vary the terms, conditions and exclusions contained herein.
3. The Proposal and Declaration is incorporated in and is the basis of this Policy.
4. The Policyholder shall pay the premium specified in the Policy Schedule.
5. The Company shall provide insurance subject to the limits, terms, conditions and exclusions of this Policy in respect of any insured event occurring during the Period of Insurance within the Geographical Area as specified in the Policy Schedule.
6. The due observance and fulfilment of the terms, conditions and endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Policyholder/Insured Person or any other person claiming to be indemnified; and the truth of the contents and statements in the Proposal and Declaration, shall be conditions precedent to any liability of the Company under this Policy.

DEFINITIONS

1. **"Accident"** shall mean an event occurring entirely beyond the Policyholder's or Insured Person's control and is caused by violent, external and visible means.
2. **"Chinese Medicine Practitioner"** shall mean a practitioner who is registered with the Chinese Medicine Council of Hong Kong according to the "Chinese Medicine Ordinance" Chapter 549 of the Laws of Hong Kong and is legally qualified to practise Chinese medicine in Hong Kong, but excluding a Chinese Medicine Practitioner who is the Policyholder/Insured Person himself/herself, an insurance agent, business partner(s) or employer/employee of the Policyholder/Insured Person or a member of the Policyholder's Family or the Insured Person's Family.
3. **"Chiropractor"** or **"Physiotherapist"** or **"Dentist"** shall mean a person duly licensed or registered to practice chiropractic/physiotherapy/dental services by the relevant governing authorities and statutes at the place in which the chiropractic/physiotherapy/dental service is given but excluding a Chiropractor / Physiotherapist / Dentist who is the Policyholder/Insured Person himself/herself, an insurance agent, business partner(s) or employer/employee of the Policyholder/Insured Person or a member of the Policyholder's Family or the Insured Person's Family.
4. **"Disability"** shall mean an Illness or an Injury arising from the same pathogenic cause including any and all complications therefrom, up to 365 days following the latest discharge from Hospital, or latest medical consultation, or laboratory test, or completion of prescribed drugs course to that disability. Any

subsequent disability from the same pathogenic cause after the said period shall be considered as a new disability.

5. **"Excess"** shall mean the first amount of the loss for each and every claim as specified in the Table of Benefits which You must bear as You are not insured for this amount.
6. **"Geographical Area"** shall mean the territorial limits of Hong Kong unless otherwise specified in the Policy Schedule.
7. **"Hong Kong"** shall mean the Hong Kong Special Administrative Region.
8. **"Hospital"** shall mean an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons as paying bed-patients, and which
 - a) has facilities for diagnosis procedures and major surgery;
 - b) provides 24-hour nursing services by registered nurses;
 - c) is under the supervision of a Physician; and
 - d) is not primarily a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home, or rehabilitation centre or home for the aged or similar establishment.
9. **"Illness"** or **"Disease"** or **"Sickness"** shall mean a condition marked by a pathological deviation from the normal healthy state of a human being.
10. **"Injury"** shall mean an abnormal bodily condition arising from an Accident, which solely and independently of any other cause and is not due to any Illness, Disease or Sickness, (i) results in death or Permanent Total Disablement or (ii) necessitates medical and/or surgical treatment, within 12 calendar months of the date of Accident.
11. **"Insured Person"** shall mean the named or unnamed domestic helper in the Policy Schedule or any subsequent endorsement who is lawfully employed by the Policyholder and eligible for and covered by the insurance provided in this Policy.
12. **"Insured Person's Family"** shall mean the spouse, children or relatives of the Insured Person.
13. **"Loss of Limb"** shall mean physical severance of a hand at or above the wrist, a foot at or above the ankle, an arm at or above the elbow or a leg at or above the knee.
14. **"Loss of Sight"** shall mean total and permanent loss of sight.
15. **"Medically Necessary"** shall mean treatment or services which in the opinion of the Company (as opposed to the Medical Practitioner providing medical services) are appropriate for the care or treatment of the Insured Person and which must
 - a) require the medical expertise of a Medical Practitioner;
 - b) be consistent with the diagnosis and necessary for the treatment of the condition;
 - c) be rendered in accordance with standards of good and prudent medical practice, and not rendered primarily for the convenience or the comfort of the

person receiving the treatment or services, his family, caretaker or his Physician; and

- d) be rendered in the most cost-efficient manner and setting appropriate in the circumstances.

16. **“Ordinance”** shall mean the “Employees’ Compensation Ordinance”, Chapter 282 of the Laws of Hong Kong.

17. **“Period of Insurance”** shall mean the period of time specified in the Policy Schedule during which this Policy is effective, and You have paid or agreed to pay the premium.

18. **“Permanent Total Disablement”** shall mean disablement resulting from an Accident that prevents the Insured Person from attending to his/her normal occupation for a minimum of 52 consecutive weeks and is certified at the end of that time by a Physician acceptable to the Company to be a condition beyond any hope of improvement or recovery and will permanently and totally disable the Insured Person from engaging in any gainful occupation.

19. **“Physician”** or **“Medical Practitioner”** shall mean a practitioner of western medicine duly registered at the place where he/she renders medical or surgical services but excluding a Physician/Medical Practitioner who is the Policyholder/Insured Person himself/herself, an insurance agent, business partner(s) or employer/employee of the Policyholder/Insured Person or a member of the Policyholder’s Family or the Insured Person’s Family.

20. **“Policy Year”** shall mean the 12-month period commencing from the date of inception of this Policy (referred to as “the Inception Date” in this definition) and ending on the day before the first anniversary of the Inception Date or the 12-month period commencing from the first anniversary of the Inception Date and ending on the day before the second anniversary of the Inception Date and “anniversary” shall mean the date in any subsequent year corresponding to the Inception Date.

21. **“Policyholder”** or **“You”** shall mean the person named as the Policyholder in the Policy Schedule and who is the lawful employer of the Insured Person.

22. **“Policyholder’s Family”** shall mean your spouse, children or relatives ordinarily residing with You.

23. **“We”** or **“Us”** or **“the Company”** shall mean Blue Cross (Asia-Pacific) Insurance Limited.

BENEFIT PROVISIONS

All sums payable to the Policyholder/Insured Person pursuant to Sections 1-10 below are subject to the maximum limits, sub-limits and sum insured as stated in the Table of Benefits for the plan selected for the Insured Person, and the terms, conditions, exclusions and Excess of this Policy.

SECTION 1 Employer’s Liability

If the Insured Person in the Policyholder’s immediate employ shall sustain injury or death by accident occurring or contract disease during the Period of Insurance within the Geographical Area and arising out of and in the course of his/her employment by the Policyholder the Company will subject to the below stated Limit of Indemnity and the terms

and conditions and exclusions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as “the Terms of this Policy”) indemnify the Policyholder against his/her legal liability in respect of such injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and the claimant’s costs and expenses and will also indemnify the Policyholder against costs and expenses incurred by or on behalf of the Policyholder with the Company’s written consent in connection therewith.

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

The Company will also in the event of the death of the Policyholder indemnify the Policyholder’s legal personal representatives subject to the Terms of this Policy in respect of liability incurred by the Policyholder provided that such legal personal representatives shall as though they were the Policyholder observe fulfill and be subject to the Terms of this Policy in so far as they are applicable.

Limit of Indemnity

The limit of indemnity of the Company under this Section shall not exceed the maximum limit as specified in the Table of Benefits.

Notwithstanding anything provided or defined in this Policy, for the purposes of this Section but not otherwise,

- a) “accident” shall mean an accident or a series of accidents arising out of one event and
- b) “disease” shall mean a disease contracted by an employee of the Policyholder due to the nature of his/her employment with the Policyholder.

Employees’ Compensation Insurance – Terrorism Endorsement

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto, in respect of any bodily injury or death by accident or disease (hereinafter in this endorsement referred to as “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 Limit of Indemnity shall be such amount which the Company actually receives from the Government of Hong Kong (“the Government”) pursuant to an Agreement for Provision of Facility 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 this endorsement 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 endorsement, the burden of proving the contrary shall be upon the Policyholder.

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

SECTION 2 Outpatient Benefit

The Company will reimburse the Policyholder the following actual out-patient charges reasonably incurred by the Insured Person for Medically Necessary treatment from a Medical Practitioner due to Illness, Sickness, Disease or Injury up to the maximum limit as specified in the Table of Benefits.

a) Clinical Expenses

The cost of the medical consultation and any charges for prescribed medicines and drugs from any legitimate source and any laboratory and x-ray charges incurred upon the advice of a Medical Practitioner up to the maximum limit as specified in the Table of Benefits.

b) Expenses for bone-setting treatment or physiotherapy or chiropractic treatment

Expenses for bone-setting treatment or physiotherapy or chiropractic treatment rendered by a Chinese Medical Practitioner or Physiotherapist or Chiropractor are also covered under this section up to the maximum limit as specified in the Table of Benefits.

Any sums recovered or recoverable from all other sources shall be deducted from the amount payable for the Outpatient Benefit.

SECTION 3 Hospital and Surgical Benefit

The Company will reimburse the Policyholder the following actual expenses reasonably incurred while the Insured Person is confined in a Hospital as an in-patient on the recommendation of a Physician for Medically Necessary treatment or surgery due to Illness, Sickness, Disease or Injury up to the maximum limit as specified in the Table of Benefits.

a) Room & Board

- i) Hospital accommodation charges including charges for meals and general nursing services incurred by the Insured Person who is registered as a bed patient in a Hospital; and
- ii) Hospital charges during the time that the Insured Person is an in-patient in a Hospital and is rendered any hospital services which is regularly given by the

Hospital for Medically Necessary treatment for that Disability.

b) Surgeon's Fee: charges for any Medical Necessary surgical procedures performed on the Insured Person in the Hospital by a Medical Practitioner.

c) Anaesthetist's Fee: charges incurred by the Insured Person for services rendered by an Anaesthetist in relation to the operation performed.

d) Operating Theatre Fee: charges for the Insured Person's use of the operation room and consumables and equipments used during the operation or procedures.

The Company shall not pay the applicable Excess as specified in the Table of Benefits.

SECTION 4 Loss of Service Cash Allowances

If the Insured Person shall be confined in a Hospital as an in-patient on the recommendation of a Physician for Medically Necessary treatment or surgery, the Company will pay to the Policyholder cash allowances for loss of service of the Insured Person ("Loss of Service Cash Allowances") commencing from the 4th day of the Insured Person's confinement in a Hospital, or if it shall fall within the Waiting Period the day that immediately follows the expiration of the Waiting Period while the Insured Person remains confined in a Hospital up to the maximum limit as specified in the Table of Benefits. In this connection, the burden of proof rests on the Policyholder to provide any medical report to the Company in support of a claim under this section.

Loss of Service Cash Allowances are not payable for the first 3 consecutive days of confinement of the Insured Person in a Hospital.

SECTION 5 Dental Benefit

The Company will reimburse the Policyholder actual expenses reasonably incurred by the Insured Person for Medically Necessary treatment rendered by a Dentist as a result of dental diseases, including oral surgery, treatment of abscesses, X-rays, extractions or fillings, up to the maximum limit as specified in the Table of Benefits.

SECTION 6 Replacement Helper Expenses

The Company will reimburse the Policyholder the extra employment agency fee and expenses for a scheduled flight economy class air-ticket and visa application reasonably and necessarily incurred for getting a new contract of overseas domestic helper ("Replacement Helper Expenses") in the event that the Insured Person dies or is repatriated to his/her country of residence due to serious Injury, Illness or death subject to the maximum limit as specified in the Table of Benefits.

SECTION 7 Repatriation Expenses

The Company will reimburse the Policyholder expenses incurred in connection with the following (collectively referred to as "Repatriation Expenses") up to the maximum limit as specified in the Table of Benefits:

- a) repatriation of the Insured Person to his/her country of origin as stipulated in the employment contract signed between the Policyholder and the Insured Person in the event of serious Illness or Injury resulting in his/her being certified by a Medical Practitioner as medically unfit to work provided that such repatriation shall be on a

scheduled flight in the economy class and shall include any transportation charges/ambulance charges to and from the airport;

- b) post-mortem treatment of the Insured Person and transportation of the mortal remains or body ashes to the airport nearest to the place of burial in his/her country of origin.

SECTION 8 Personal Accident

In the event that the Insured Person shall sustain Injury during his/her rest days and not in the course of performance of any duty for the benefit of the employer and such Injury shall result in accidental death or Permanent Total Disablement within 12 calendar months from the date of the Accident, the compensation payable under this benefit for the Insured Person is the maximum limit as specified in the Table of Benefits. If more than one of the following insured events occurs to the Insured Person, the total amounts payable under this section are limited to 100% of the sum insured and is equal to the maximum limit applicable to this section as specified in the Table of Benefits.

Benefit Table

Insured Events		Benefits Payable (Percentage of Sum Insured)
a)	Accidental death (which occurs within 12 calendar months from the date of Accident)	100%
b)	Permanent Total Disablement	100%
c)	Loss of two or more Limbs	100%
d)	Loss of Sight of both eyes	100%
e)	Loss of one Limb and Loss of Sight of one eye	100%
f)	Loss of one Limb or Loss of Sight of one eye	50%

Any sums payable in respect of claims arising from the disability of the Insured Person shall be payable to the Insured Person.

Any sums payable in respect of claims arising from the death of the Insured Person shall be payable to the Insured Person's legal personal representatives.

SECTION 9 Fidelity Protection

The Company will indemnify the Policyholder against financial loss caused directly to the Policyholder and Policyholder's Family by any fraudulent or dishonest act committed by the Insured Person during his/her employment up to the maximum limit specified in the Table of Benefits

Provided that:

- a) the fraudulent or dishonest act must have been committed during the Period of Insurance;
- b) the fraudulent or dishonest act must be discovered during the Period of Insurance or within 30 days after the expiry of this Policy; or within 30 days after the death or dismissal of the Insured Person or the expiry of his/her employment contract, whichever is the earliest; and
- c) the Insured Person must have been duly convicted of an offence by a court of Hong Kong as a result of commission of the fraudulent or dishonest act.

SECTION 10 Personal Liability

The Company will indemnify the Policyholder against all sums including all costs and expenses actually incurred for which the Policyholder shall become legally liable to pay as compensation to a third party arising out of negligence of the Insured Person whilst engaged in the Policyholder's employment up to the maximum limit as specified in the Table of Benefits for any one Accident in respect of

- a) accidental bodily injury or death to any person other than members of the Policyholder's Family;
- b) accidental loss of or damage to property belonging to any person other than members of the Policyholder's Family.

The Company shall not pay the applicable Excess as specified in the Table of Benefits.

EXCLUSIONS APPLICABLE TO EACH SECTION

The Company shall not be liable for:

Section 1 Employer's Liability

1. The Policyholder's liability to employees of contractors to the Policyholder.
2. Any liability of the Policyholder which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
3. Any sum which the Policyholder would have been entitled to recover from any party but for an agreement between the Policyholder and such party.
4. Any injury by accident or disease sustained by the Insured Person outside Hong Kong.
5. Any liability arising from pneumoconiosis or noise-induced deafness.
6. Any liability to any person who is not an "employee" within the meaning of the Ordinance.
7. Any late payment surcharge for which the Policyholder may become liable under the Ordinance.
8. Any injury by accident or disease attributable to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or civil commotion assuming the proportions of or amounting to an uprising military or usurped power.
9. Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) nuclear weapons material
 - b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exclusion, combustion shall include any self-sustained process of nuclear fission.
10. 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.

Sections 2, 3 and 4 Outpatient Benefit, Hospital and Surgical Benefit and Loss of Service Cash Allowances

1. Nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart diseases, cancers, cysts, tumours, or carcinoma in situ.

2. Rest cure or physical check-ups.
3. Cosmetic or plastic surgery unless the purpose of such surgery is to correct any Injury which is covered under this Policy.
4. Vaccinations, immunization, injections or preventive medication.

Section 5 Dental Benefit

1. Any routine examination, scaling, polishing or cleaning and crowning.
2. Cost of any bridges, braces and dentures.
3. Dental prosthesis involving precious alloy restorations.

Sections 6 and 7 Replacement Helper Expenses and Repatriation Expenses

1. Any charges, cost or expenses for repatriation or transportation of mortal remains originating outside Hong Kong.

Section 8 Personal Accident

1. Injury occurring outside the rest days of the Insured Person.
2. Engaging in a sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport.
3. Flying except as a fare-paying passenger in a fully licensed passenger aircraft.
4. Climbing or mountaineering necessitating the use of ropes or guides, hang gliding and parachuting.
5. Racing other than (i) on foot or (ii) swimming.
6. Diving to a sea-depth of more than 30 meters.

Section 10 Personal Liability

Any liability arising out of or in connection with the following:

1. Any agreement unless liability would have attached otherwise.
2. Any ownership, possession or use of any mechanically and/or electrically propelled vehicles and/or accessories, including but not limited to pedal cycles, motorcycles, aircraft and/or watercrafts.
3. Any ownership, possession of livestock, other domestic animals or living creatures, plants or trees and the like.
4. Any occurrence that happens at the Policyholder's residence.
5. Any food and drink poisoning.

GENERAL EXCLUSIONS

The following Exclusions are applicable to all Sections in this Policy. This Policy shall not cover the following:

1. War and Terrorism Exclusion (including Contamination and Explosives)

1.1. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a) 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, nationalization, confiscation, requisition, seizure or destruction by the government, municipal, local or any public authority or
- b) any act of terrorism.

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

1.2. This Policy also excludes loss, damage, cost or expense 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 (a) and/or (b) above.

Regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- a) biological or chemical contamination; or
- b) missiles, bombs, grenades, explosives due to any act of terrorism.

1.3. For the purpose of 1.2(a), "biological or chemical 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.

1.4. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Policyholder.

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

1.6. Exclusions 1.1(b) and 1.2 shall not apply to "Section 1 - Employer's Liability" of this Policy.

2. IT Clarification Clause

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 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 exclusion, loss of or damage to data or software which is the direct consequence of physical damage caused by insured perils 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.

3. Total Asbestos Exclusion

Any liability whatsoever in respect of loss or losses directly or indirectly arising out of, resulting in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

4. Intentional self-inflicted Injury or suicide (whether felonious or not) or any attempt thereof while sane or insane.
5. Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such events may have been accelerated or induced by an Accident.
6. Intoxication by alcohol, narcotics or drugs not prescribed by a Medical Practitioner and treatment in connection with addiction to drugs or alcohol.
7. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
8. Pre-existing Injury Illness Sickness or Disease of the Insured Person prior to inception of the Insured Person's insurance under this Policy. For the purpose of Outpatient Benefit, Hospital and Surgical Benefit, Loss of Service Cash Allowances and Dental Benefit, no sums shall be payable for Injury, Illness Sickness or Disease sustained prior to inception of the Insured Person's insurance and as a result of which medical treatment was received within 3 consecutive months immediately before inception of the Insured Person's insurance. Provided that if no medical treatment is rendered for such Injury, Illness Sickness or Disease within 3 consecutive months immediately after inception of the Insured Person's insurance, the benefits aforesaid shall upon the expiration of 3 consecutive months after inception of the Insured Person's insurance be covered under this Policy.
9. All medical expenses incurred, whether inside or outside the Geographical Area, in relation to Injury sustained or Illness Sickness or Disease contracted outside the Geographical Area.
10. All medical expenses incurred outside the Geographical Area.
11. Injury, death, damage or loss directly or indirectly caused by or contributed to or arising from any unlawful or illegal act of the Policyholder, members of the

Policyholder's Family and/or the Insured Person. (Notwithstanding anything to the contrary in this Policy, this exclusion 11 so far as it relates to the unlawful or illegal act of the Insured Person only is not applicable to Section 9 of this Policy.)

GENERAL CONDITIONS

The following terms and conditions are applicable to all Sections in this Policy:

1. Cancellation of Policy

- a) The Company may cancel this Policy by giving 7 days' written notice by registered letter to You at your last known address provided that the Company shall in that event return to You the unearned portion of premium on a pro-rata basis.
- b) This Policy may be cancelled at any time by You upon 7 days' written notice to the Company and provided that no claim has been made during the current Period of Insurance, the premium payable shall be adjusted on the basis that the Company shall retain the customary short-term premium in accordance with the following table and the balance will be refunded to You:

Short Period Rate Table

Policy Period		Premium to be charged	
Not exceeding	1 month	10%	of annual premium
	2 months	20%	
	3 months	30%	
	4 months	40%	
	5 months	50%	
	6 months	60%	
	7 months	70%	
	8 months	80%	
	9 months	90%	
10 months or above		Full annual premium	

The premium to be charged as listed in the table above is subject to the Minimum Premium as stipulated in the Policy Schedule. For 2-year coverage policies, (i) if cancellation shall take place in the 1st Policy Year, in addition to the balance of the 1st year premium refundable which is to be calculated in accordance with the above table, the 2nd year premium paid will also be fully refunded and in such cases reference to annual premium shall mean the 1st year premium paid; and (ii) if cancellation shall take place in the 2nd Policy Year, the balance of the 2nd year premium refundable is to be calculated in accordance with the above table and reference to annual premium shall mean the 2nd year premium paid.

2. Misrepresentation and Non-Disclosure

If the Proposal or Declaration or any part thereof is untrue, inaccurate or omitted in any material way thereby affecting the risk of this Policy or if any renewal thereof is obtained through any misstatement, misrepresentation or suppression or if any claim made shall be fraudulent or exaggerated or if any false declaration or statement shall be made in support thereof then in any of these cases this Policy shall be void.

3. Loss Prevention

The Policyholder shall take all reasonable precautions to prevent Accidents and contraction of Disease and shall comply with all statutory obligations.

4. Renewal Procedure

Where applicable, before renewing this Policy the Policyholder shall give written notice to the Company of any material fact affecting this Policy which has come to the Policyholder's notice during the preceding Period of Insurance including notice of any Disease, physical or mental defect or infirmity affecting the Insured Person.

5. Policy Not Assignable

This Policy is not assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.

6. Claims Conditions

6.1. When an accident occurs or there is a reasonable ground to believe that any occurrence is likely to give rise to a claim under this Policy, You must advise Us in writing within 30 days from the date of accident or date of discovery of the occurrence. You are required to cooperate with Us to provide information for investigation.

You must, at your own expenses, furnish Us with the loss circumstances in writing, all certified information and evidence as the Company may request. All claims shall be supported with documentary proof to the satisfaction of the Company.

In case of any event pertaining to any Accident to the Insured Person, third party liability or infidelity, You must report the loss to the police, building management office and/or any other relevant authorities and Us immediately and in any event not later than 24 hours after the above loss occurrence.

a) For employer's liability claim, You must:

- i) comply with the Ordinance to complete and give "Notice by Employer of the Death of an Employee or of an Accident to an Employee resulting in Death or Incapacity" to the Labour Department within the prescribed time limit;
- ii) give Us one copy of the above Notice at the same time;
- iii) furnish Us with all original medical receipts whereas one copy should be forwarded to the Labour Department and the other copy should be kept by You;
- iv) submit to Us all original documents and correspondences pertaining to the claim and certificates of assessment issued by the Employees' Compensation (Ordinary / Special Assessment) Board of the Labour Department.

b) For third party liability claims, You must:

- i) notify Us of the possible claim in writing pertaining to the nature of loss and circumstances of the incident;
- ii) furnish Us with any letter, claim, writ, summons, court documents, court orders or decree, correspondence exchanged between legal representatives, letters of

demand;

iii) advise Us immediately when You have knowledge of any impending prosecution inquest or inquiry;

iv) not to make any admission, offer or promise of payment or payment without our written consent and the Company shall be entitled if the Company does so desire to take over and conduct in your name the defence or settlement or handling of any claim and You shall give all such information and assistance as the Company may require.

c) For personal accident claims, You must:

i) send Us examination reports issued by Medical Practitioners giving details on the nature of Injury and the extent and period of disability;

ii) submit the police reports where relevant and if death shall have resulted, a copy of the death certificate and the relevant coroner's findings of the death inquest;

iii) assist Us to make a post-mortem examination of the dead body in the case of death where any reasonable doubt exists as to the cause thereof.

d) For infidelity claims, You must:

i) report any act of fraud or dishonesty to the police within 24 hours upon discovery;

ii) furnish Us with documentary proof on the prosecution and conviction of the Insured Person;

iii) deduct any monies due to the Insured Person when You report the claim;

iv) substantiate your financial loss sustained as a direct result of fraud or dishonest act committed by the Insured Person.

6.2. If any claim under this Policy shall be in any respect fraudulent or exaggerated or if any fraudulent means or devices shall be used by the Policyholder, the Insured Person or anyone acting on the Policyholder's/Insured Person's behalf to obtain benefit under this Policy, the Company shall be under no liability in respect of such claim.

6.3. The Company is entitled to take over and conduct the defence or settlement or handling of any claim or to decline any claim if there has been a breach of any terms and conditions of this Policy.

6.4. Incomplete claim forms will be returned to the Policyholder and any insufficiency of supporting information or documentation will induce delays in processing the claim.

6.5. The Company shall not accept liability for any claim if the required information is not received within 30 days from the issue date of any written request from the Company for such further information, and the claim is thereafter deemed to be abandoned.

6.6. All payments made are repayable to the Company upon demand in the event that the Policyholder becomes disqualified or is found not to be entitled to indemnity under this Policy due to any breach or violation of the terms and conditions of this Policy,

which the Company is or may not be aware of at the time of payment.

7. Proof of Loss

It is a condition precedent to any liability of the Company under this Policy that the Policyholder shall at his/her own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company, and that the Insured Person shall submit himself/herself for medical examination from time to time or in the case of death upon reasonable notice to the Insured Person's legal personal representative to have a post-mortem examination of the body. An official death certificate shall be sufficient evidence to establish the death of a person.

8. Arbitration

All differences arising out of this Policy shall be first determined by arbitration in accordance with the "Arbitration Ordinance", Chapter 341 of the Laws of Hong Kong. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Center. It shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Policyholder for any claim and such claim shall not within 12 months from the date of such disclaimer have been referred to arbitration under the provisions herein then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. Jurisdiction Clause

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

10. Avoidance of Certain Terms and Rights of Recovery

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

11. Non-Contribution

This Policy is not to be called upon in contribution and is only to pay any loss thereon if and so far as not recoverable under any other insurance.

12. Subrogation

The Policyholder shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its paying or making good any damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

13. Change of Risks

The Policyholder shall give immediate written notice to the Company of any material fact affecting this Policy which has come to the Policyholder's notice during the Period of Insurance including notice of any disease physical or mental defect or infirmity affecting the Insured Person and the Insured Person having reached her 66th birthday.

14. Change in Insured Person

In the event of any change in the identity of the Insured Person during the Period of Insurance, the same benefits less any amount already paid in respect of loss or damage sustained by the existing Insured Person shall be enjoyed by any new Insured Person replacing an existing Insured Person named in the Policy Schedule or any subsequent endorsement.

15. Plan Downgrade and Upgrade (not applicable to Plan A)

If the Policyholder gives a 7-day notice in writing to the Company, in a form prescribed by the Company, to change the plan type of this Policy, subject to the Company's approval such changes shall become effective on the Policy Anniversary date immediately following the date of the Company's receipt of the relevant notice, unless no claim whatsoever under this Policy has arisen during the current Period of Insurance, in which event such changes shall become effective on a date to be determined and notified by the Company. The additional premium payable or the premium refundable, if any, shall be calculated on a pro-rata basis.

16. Waiting Period

A 15-day waiting period from the effective date of this Policy shall be applied to Outpatient Benefit, Hospital and Surgical Benefit, Loss of Service Cash Allowances and Dental Benefit. No sums shall be payable under these sections for Illness Sickness or Disease contracted or Injury sustained during the waiting period unless it is a policy being transferred or taken over under the same benefit cover. In this regard, the Policyholder shall, upon the request of the Company, provide the Company with a copy of the policy being transferred or taken over for the purpose of processing the application/claim. Any new or replacement Insured Person is also subject to this waiting period.

17. Age Limit

Unless otherwise specified in the Policy Schedule, no coverage shall be provided for anyone who, at the time coverage would otherwise become effective, is under the age of 18 years or over 60 years of age and 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 the Insured Person shall have attained the age of 66 years.

18. Sanction Limitation and Exclusion Clause – It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:

- (a) The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured Person or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject to

any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured Person and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.

- (b) Without prejudice to paragraph (a) above, this Policy 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, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations.

NOTE: Should there be any discrepancy between the English and Chinese version, the English version shall prevail.

~ END OF THIS POLICY ~

Domestic Helper Protection Insurance – Table of Benefits

Maximum Limit Per Year (HK\$)			
Section	Plan A	Plan B	Plan C
1 Employer's Liability	HK\$100,000,000/any one event		
2 Outpatient Benefit (a) Clinical Expenses - Limit per day (b) Expenses for bone-setting treatment or physiotherapy or chiropractic treatment - Limit per day - Limit per year	Not applicable	3,000 150 100 500	3,000 200 100 500
3 Hospital and Surgical Benefit (a) Room & Board - Limit per day (b) Surgeon's Fee - Limit per Disability (c) Anaesthetist's Fee - Limit per Disability (d) Operating Theatre Fee - Limit per Disability	Not applicable	20,000 300 10,000 25% of the eligible Surgeon's Fee 12.5% of the eligible Surgeon's Fee	25,000 300 10,000 25% of the eligible Surgeon's Fee 12.5% of the eligible Surgeon's Fee
4 Loss of Service Cash Allowances - Limit per day	Not applicable	4,000 200	6,000 200
5 Dental Benefit - Limit per day	Not applicable	1,500 250	1,500 250
6 Replacement Helper Expenses	Not applicable	3,000	10,000
7 Repatriation Expenses	Not applicable	20,000	20,000
8 Personal Accident	Not applicable	100,000	150,000
9 Fidelity Protection	Not applicable	3,000	6,000
10 Personal Liability - Any one accident/any one period	Not applicable	Not applicable	200,000
Excess *			
Applicable to Section 3 - Hospital and Surgical Benefit	Not applicable	300	300
Applicable to Section 10 - Personal Liability	Not applicable	Not applicable	500

Note: * The Company shall not pay the first amount of the loss for each and every claim as specified in the above table.

保險條款

保單持有人與藍十字（亞太）保險有限公司（「本公司」）雙方同意：

1. 本保單、保單承保表、保障項目表、及任何附加批單須一同閱讀，並視為同一合約（「本保單」）。
2. 保單承保表上所列的條款、條件及不保事項，應依據本文所載的條款、條件及不保事項而詮釋，而不應解釋為對本文有任何修改，增補或歧異。
3. 投保書與聲明須一併收納於本保單內，並作為本保單的依據。
4. 保單持有人須繳付保單承保表內所列的保險費。
5. 本公司按照本保單內的賠償限額、條款、條件及不保事項為在保單承保表內所列的保險期及地理區域內發生的受保事故提供保險。
6. 保單持有人／受保人及有關索償人須適當遵守及履行本保單的條款、條件及批單；及保單持有人在投保書及聲明內容及陳述的真實性，乃本公司根據本保單承擔賠償責任的先決條件。

定義

1. 「意外」指因暴力、外在及可見因素引致並且完全非保單持有人或受保人所能控制之事故。
2. 「中醫」指根據香港法例第549章《中醫藥條例》於香港中醫藥管理委員會註冊成為中醫並有資格在香港合法行醫的人士，惟保單持有人／受保人本身、其保險代理、生意夥伴、或保單持有人／受保人的僱主／僱員、或保單持有人的家庭成員或受保人的家庭成員為中醫者除外。
3. 「脊醫」或「物理治療師」或「牙醫」指獲當地的監管當局及按有關法規發出正式牌照或合法註冊登記從事脊骨神經／物理治療／牙科診療的人士，惟保單持有人／受保人本身、其保險代理、生意夥伴、或保單持有人／受保人的僱主／僱員、或保單持有人的家庭成員或受保人的家庭成員為脊醫／物理治療師／牙醫者除外。
4. 「傷病」指最後一次因傷病經治療出院後，或最後一次接受有關傷病的診症、或化驗測試、或完成處方藥物療程後最多365天內由同一病因引致的病痛或受傷，包括任何及所有併發症。於上述限期後由同一病因引致的任何隨後出現的傷病，均作新的傷病論。
5. 「自付額」指保障項目表內註明每項及每次索償時閣下必須承擔的首筆損失金額，因該金額不在保障範圍之內。
6. 「地理區域」指香港的地域界限，除非保單承保表另作特別註明。
7. 「香港」指香港特別行政區。
8. 「醫院」指具適當規模並已註冊為醫院，向患病及受傷人士提供收費住院護理及治療服務的組織，並須設有下列各項：
 - a) 具備診斷及進行大型手術的設施；
 - b) 由註冊護士提供24小時護理服務；
 - c) 駐有醫生監督；及
 - d) 並非一般診所、戒酒或戒毒中心、護理療養院、康復中心、護老院或同類機構。

9. 「病痛」或「疾病」或「不適」指人類正常健康狀態因受到病理偏差的影響而表現出來的狀況。
10. 「受傷」指完全及單獨地由意外而非任何其他原因引致、而且並非因病痛、疾病或不適導致的異常身體狀況，並在意外發生後12個月內（i）導致死亡或永久完全傷殘或（ii）必需接受藥物及／或外科治療。
11. 「受保人」指保單承保表或任何後加批單上所載指名或未被指名，而為保單持有人合法僱用，並合資格及受保於本保單提供之保險的家傭。
12. 「受保人的家庭」指受保人的配偶、子女或親屬。
13. 「喪失肢體」指失去手腕或其以上部位的肢體、足踝或其以上部位的肢體、手肘或其以上部位的肢體、或膝蓋或其以上部位的肢體。
14. 「失明」指完全及永久喪失視力。
15. 「必需醫療」指本公司（相對於提供醫療服務的醫生）認為屬必需，且適合護理受保人的治療或服務，並必須符合下列條件：
 - a) 需要醫生的醫療專業知識；
 - b) 與診斷一致，並為治療有關狀況所必需；
 - c) 根據良好而審慎的醫療標準提供，而非主要以接受治療或服務者、其家庭成員、護理者或醫生的方便或舒適作考慮而進行；及
 - d) 在該情況下以最具成本效益的方式及設備提供。
16. 「條例」指香港法例第282章《僱員補償條例》。
17. 「保險期」指保單承保表列明本保單生效及閣下已繳交或同意繳交保費的時段。
18. 「永久完全傷殘」指因發生意外而令受保人不能從事其正常工作，而該情況持續至少52個星期後，經本公司許可的醫生檢定證明該情況將令受保人永久完全失去任何工作能力，並且無康復希望。
19. 「醫生」指於提供醫療或外科服務所在地正式註冊的西醫。惟保單持有人／受保人本身、其保險代理、生意夥伴、保單持有人／受保人的僱主／僱員、或保單持有人的家庭成員或受保人的家庭成員為醫生者除外。
20. 「保單年度」指由本保單生效日（在本定義中稱「生效日」）起至生效日後首個週年日之前一日的12個月、或由生效日後首個週年日起至生效日後第二個週年日之前一日為止的12個月。「週年日」指往後任何一年中與生效日相同的日子。
21. 「保單持有人」或「閣下」指本保單承保表註明為「保單持有人」並為受保人的合法僱主的人士。
22. 「保單持有人的家庭」指閣下的配偶、子女或通常與閣下同住於家居的親屬。
23. 「本公司」指藍十字（亞太）保險有限公司。

保障條款

以下第一至十部分應付予保單持有人／受保人的所有款項均受其選擇的保險計劃所設定於保障項目表內訂定的最高賠償額、分項賠償額及投保額所規限，並受制於本保單的條款、條件、不保事項及自付額。

第一部分 僱主責任

倘受保人在直接受僱於保單持有人時，在保險期及受保地理區域內，源於該僱傭關係並於受僱工作期間因意外受傷、死亡或染病，本公司會按下述賠償限額及載於或附註於本保單的條款、條件、不保事項（以下統稱為「本保單條款」），根據條例規定就保單持有人因此而需承擔的法律責任，向保單持有人作出有關賠償。本公司亦會向保單持有人就獨立於有關條例之賠償及索償者之訟費和支出作出彌償。此外本公司亦會就一切經本公司同意而由保單持有人或代表保單持有人支付的訟費和支出向保單持有人作出彌償。

倘於保險期內或保險期之後條例有任何變更而改變了根據條例保單持有人需承擔的法律責任，在這部分列明本公司所需承擔的責任將只限於條例未經改動時本公司需支付的金額。

倘保單持有人身故，本公司會就保單持有人招致的責任按本保單條款賠償予保單持有人的法定遺產代理人。惟該等法定遺產代理人必須如保單持有人一樣在可予適用的範圍內遵守及履行本保單條款，並受該等條款限制。

賠償限額

本公司就本部分所需承擔的賠償限額不得超過保障項目表內訂定的最高賠償額。
即使本保單內對下列名詞有任何其他定義，用於本保單的這部分時，

- a) 「意外」指由一事故引致的一宗意外或一連串意外；以及
- b) 「疾病」指保單持有人的僱員因其與保單持有人的僱傭關係而感染的疾病。

僱員補償保險 – 恐怖活動批單

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

- a) 保單的賠償限額應為本公司依據其與香港特別行政區政府（「港府」）於2002年1月11日簽訂的《提供財務安排協議》（「財務安排協議」）的規定，從港府實際取得的款項。依據財務安排協議，港府同意向本公司及其他獲准在香港經營僱員補償保險業務的直接保險公司提供財務安排，使保險公司能夠支付在僱員補償保單項下因恐怖主義事件導致的人命傷亡而提出的索償；
- b) 本公司在接獲港府發出的（i）批准書藉以確認本公司須結清申索及（ii）財務安排協議項下的款項後，始須支付賠款；及
- c) 為免生疑問，倘本公司基於任何理由（不論是否因為港府指稱該傷亡事故並不屬於財務安排協議所涵蓋的範圍，或是否因為本公司違反財務安排協議），沒有從港府收到財務安排協議項下的款項，則本公司毋須承擔支付賠款的責任。

就本批單而言，「恐怖主義行為」指任何人（不論是單獨行事，還是代表或聯同任何組織或政府行事）為達到政治、宗教或理念的目的（包括意圖影響任何政府及/或使公眾或當中任何人等陷入恐慌）而使用武力或暴力或其他手段的行為及/或以武力或暴力或通過其他手段作出威嚇的行為。如本公司指稱該傷亡事故屬於本批單的保障範圍，但保單持有人卻不同意，則保單持有人有責任舉證。

倘本批單的任何部分被裁定失效或不可強制執行，其餘條款仍具十足效力和作用。

第二部分 門診保障

本公司將向保單持有人償付以下受保人因病痛、疾病、不適或受傷而接受由醫生提供屬於必需醫療的治療而合理地招致的實際非住院費用，最高賠償額見保障項目表內所註明。

a) 門診費用

醫療診症的費用、經由合法來源而得的處方藥物的收費、經醫生建議而引致的任何化驗測試及X光診斷的費用，最高賠償額見保障項目表內所註明。

b) 跌打、物理治療或脊椎治療費用

由中醫、物理治療師或脊醫提供的跌打、物理治療或脊椎治療費用亦屬本部分保障範圍，最高賠償額見保障項目表內所註明。

任何已經或可以由其他來源支付的金額將從須付的門診保障賠償額中扣除。

第三部分 住院及手術保障

本公司將向保單持有人償付以下受保人因病痛、疾病、不適或受傷而按醫生建議住院以接受屬於必需醫療的治療或手術而合理地招致的實際費用，最高賠償額見保障項目表內所註明。

a) 病房費用

- i) 住院費用，包括受保人於醫院登記為住院病人期間所招致的膳食費用及接受一般護理服務的費用；及
- ii) 醫院雜項費用，指受保人為住院病人期間，由醫院定期就該傷病提供屬於必需醫療的任何醫院服務的費用。

b) 外科醫生費用：由醫生於醫院向受保人施行任何屬於必需醫療的手術程序的費用。

c) 麻醉科醫生費用：受保人由麻醉師就其接受的手術程序提供服務所招致的費用。

d) 手術室費用：受保人使用手術室的費用及受保人進行手術程序時所使用的消耗品及設施的費用。

本公司不會支付保障項目表內註明適用的自付額。

第四部分 中斷服務現金津貼

倘受保人按醫生建議需住院接受屬於必需醫療的治療或手術，由受保人住院第4天起；或倘受保人在等候期內住院，則由緊接等候期屆滿後而受保人仍然住院的一天起，本公司會因受保人提供的服務出現中斷而向保單持有人支付現金津貼（「中斷服務現金津貼」），最高賠償額見保障項目表內所註明。在此情況下，保單持有人有責任向本公司提交任何醫療報告作為本部分索償的理據。

本公司不會就受保人連續住院的首3天支付中斷服務現金津貼。

第五部分 牙科保障

本公司會向保單持有人償付受保人因牙齒疾患，包括口腔外科手術、治療膿腫、X光診斷、拔牙或補牙而需接受由牙醫施行屬於必需醫療的治療而合理地招致的實際費用，最高賠償額見保障項目表內所註明。

第六部分 補聘新家傭費用

倘受保人身故，或因嚴重受傷、重病或死亡而須被送回原居地，本公司會向保單持有人償付因補聘新海外家傭而合理及必需地招致的僱傭公司額外收取的介紹費、預定航班的經濟客位機票及申請簽證的費用（「補聘新家傭費用」），最高賠償額見保障項目表內所註明。

第七部分 送返費用

本公司會就以下事項向保單持有人償付有關費用（統稱「送返費用」），最高賠償額見保障項目表內所註明：

- 受保人因患重病或嚴重受傷並經醫生證明不適合工作而需被送返根據保單持有人與受保人簽訂的僱傭合約訂明的原居地，但有關送返必須採用預定航班的經濟客位，並包括任何往返機場的交通費用 / 救護車費用；
- 剖驗受保人遺體及運送遺體或骨灰回其原居地最近下葬地點的機場。

第八部分 人身意外

倘受保人在其休假期間且非於正在進行任何職務以令其僱主受惠時受傷，而該受傷在意外發生後12個月內導致其意外死亡或永久完全傷殘，本部分應付予受保人的保障為賠償保障項目表註明的最高賠償額。如多於一項下列受保事項發生在受保人身上，本部分應付的總賠償額以保額的100%為限，相等於保障項目表註明適用於本部分的最高賠償額：

保障表

受保事項		須付保障 (保障額之百分比)
a)	意外死亡（於意外後12個月內發生）	100%
b)	永久完全傷殘	100%
c)	喪失兩肢或以上肢體	100%
d)	雙眼失明	100%
e)	喪失一肢肢體及單眼失明	100%
f)	喪失一肢肢體或單眼失明	50%

就受保人傷殘而引起的索償，其應付賠償將付予受保人。

就受保人身故而引起的索償，其應付賠償將付予受保人的法定遺產代理人。

第九部分 家傭誠信保障

本公司將會向保單持有人賠償因受保人在受僱期間作出欺詐或不忠實行為而直接導致保單持有人及保單持有人的家庭蒙受的金錢損失，最高賠償額見保障項目表內所註明。惟有關保障須符合以下條件：

- 欺詐或不忠實行為必須在保險期內發生；
- 欺詐或不忠實行為必須在保險期內或本保單期滿後30日內、或在受保人身故、遭解僱或其僱傭合約約滿後30日內揭發，以最早者為準；及
- 受保人必須被香港法院正式裁定干犯有關欺詐或不忠實行為。

第十部分 個人責任

倘受保人在受僱於保單持有人期間因疏忽導致保單持有人須承擔法律責任而向第三者作出賠償，本公司將會就其向第三者支付的所有款項，包括一切實際招致的訟費及支出，向保單持有人作出彌償，以保障項目表內就任何一宗意外中的以下相關事項所註明的最高賠償額為限：

- 對任何人造成的意外身體受傷或死亡，但保單持有人的家庭成員則除外；
- 對任何人的財物造成的意外損失或毀壞，但保單持有人的家庭成員則除外。

本公司不會支付保障項目表內註明適用的自付額。

各部分的不保事項

本公司不會就下列事項承擔責任：

第一部分 僱主責任

- 保單持有人對其承辦商的僱員所需承擔的責任。
- 任何經協議規定保單持有人需負擔的責任，指若沒有該項協議，則原本不應負擔的責任。
- 保單持有人有權從其他一方獲得賠償，惟因保單持有人與該一方訂有協議以致未能獲得賠償的任何款項。
- 受保人在香港以外因意外所蒙受的任何損傷或感染疾病。
- 由肺塵埃沉著病或噪音所致失聰而引致的任何責任。
- 對任何不屬於條例中界定為「僱員」者的任何責任。
- 任何在條例下訂明保單持有人有責任繳付的逾期付款附加費。
- 因戰爭、入侵、外敵的行為、敵對或類似戰爭的行動（不論宣戰與否）、內戰、叛亂、革命、暴動、規模或情況相當於起義、軍事權力或篡權的內亂而導致的任何意外損傷或任何疾病。
- 直接或間接因以下各項導致、促成或引起的任何性質的責任：
 - 核子武器物料
 - 電離輻射、或因核燃料或燃燒產生的核廢料而引起的輻射導致的污染；就本不保事項而言，燃燒包括靠自力支持的核裂變。
- 由於本公司未有收到充分通知，因而未能讓本公司成為於法院或審裁處進行的訴訟的其中一方的任何意外損傷或疾病。

第二、三及四部分 門診保障、住院及手術保障及中斷服務現金津貼

- 精神或心理病或異常、性病、先天性異常或畸形、不育、不孕、心臟病、癌病、囊胞、腫瘤或原位癌。

2. 療養或體格檢查。
3. 美容或整形手術，惟因本保單保障範圍內受傷引致之矯形手術除外。
4. 疫苗注射、免疫注射、注射或預防藥品。

第五部分 牙科保障

1. 任何例行檢查、洗牙、磨牙或鑲裝牙冠。
2. 任何牙橋、牙箍及假牙之費用。
3. 貴重金屬合金修復的假牙。

第六及七部分 補聘新家傭費用及送返費用

1. 在香港境外為起點送返家傭或運送遺體的任何費用、成本及開支。

第八部分 人身意外

1. 投保人在休假日以外受傷。
2. 投保人參與職業運動或投保人可以透過參與而賺取收入的運動。
3. 飛行活動，惟以付費乘客身份乘搭合法領有牌照的客機者除外。
4. 須使用繩索或釘協助的攀石或攀山活動、滑翔及跳傘。
5. (i) 競跑或(ii) 游泳以外的比賽。
6. 水深超過30公尺的潛泳。

第十部分 個人責任

由下列事項引起或與其有關的任何責任：

1. 任何協議，惟若沒有該項協議仍需負擔的個人責任除外。
2. 擁有、管有或使用任何機械及 / 或電力推動的車輛及 / 或配件，包括但不限於腳踏車、電單車、飛機及 / 或船隻。
3. 擁有或管有任何牲畜、其他受飼養動物或生物、植物或樹木等。
4. 在保單持有人居所內發生的任何事故。
5. 任何食物及飲品中毒。

一般不保事項

下列不保事項適用於本保單的所有部分。本保單不保障下列各項：

1. 戰爭及恐怖活動不保事項 (包括污染及爆炸品)
 - 1.1. 由任何以下事項直接或間接造成或引起或相關的任何性質的損失、損毀、費用或支出，不論是否有任何其他原因或事件同時或以任何其他先後次序造成有關損失，均不屬本保單的保障範圍：
 - a) 戰爭、入侵、外敵的行為、敵對或類似戰爭的行動 (不論宣戰與否)、內戰、叛亂、革命、暴動、規模或情況相當於起義、軍事權力或篡權的內亂、國家獨立、政府或市政府或地方或任何公共主管機構進行沒收、徵用、查封或拆毀；或

b) 任何恐怖主義行為

就此不受保事項而言，「恐怖主義行為」指任何人或群體，不論是單獨行事，還是代表或聯同任何組織或政府行事，為達到政治、宗教、理念或類似的目的，包括意圖影響任何政府及 / 或使公眾或當中任何人等陷入恐慌而作出的行為，包括但不限於使用武力或暴力及 / 或以武力或暴力作出威嚇。

- 1.2. 凡為控制、防止或遏止上文第 (a) 及 / 或第 (b) 項的情況而採取的任何行動或在任何方面與上文第 (a) 及 / 或第 (b) 項的情況有關的行動所直接或間接造成或引起或相關的任何性質的損失、損毀、費用或支出，亦不屬本保單的保障範圍。

此外，不論是否有任何共分原因，本保單不承保任何因恐怖主義行為引致的以下事項所直接或間接造成或引致或與其相關的任何性質的損失、損毀、費用或支出：

- a) 生物或化學污染；或
- b) 導彈、炮彈、手榴彈、爆炸物品。

- 1.3. 就不保事項1.2 (a) 而言，「生物或化學污染」指因化學及 / 或生物物質的影響導致物品的污染、中毒或阻礙及 / 或限制其使用。
- 1.4. 倘若本公司基於此不保事項條款指稱任何損失、損毀、費用或支出不可根據本保單獲得彌償，則舉證責任落在保單持有人身上，由其證明該些損失、損毀、費用或支出可獲賠償。
- 1.5. 倘若此不保事項條款的任何部分被裁定失效或不可強制執行，其餘條款仍具十足效力和作用。
- 1.6. 不保事項1.1(b)及1.2 不適用於本保單的「第一部分 – 僱主責任」。

2. 資訊科技說明條款

本保單承保的財物損毀指財物本身的實質損毀。財物本身的實質損毀不包括數據或軟件的損毀，尤其是數據、軟件或電腦程式因原本結構受損或變形而產生的任何不良變化所造成的任何損失。

因此，本保單不承保以下事項：

- a) 數據或軟件的損失或損毀，尤其是數據、軟件或電腦程式因原本結構被刪減、受損或變形而產生的任何不良變化，以及因該項損失或損毀而導致業務中斷所造成的任何損失。儘管有此項不保事項條款規定，但假如數據或軟件的損失或損毀是因財物本身遭到受保風險造成的實質損毀而直接引致的，則屬本保險的保障範圍。
- b) 因數據、軟件或電腦程式的功能、供應、使用範圍或存取出現缺損而引致的損失或損毀，以及因該項損失或損毀而導致業務中斷所造成的任何損失。

3. 石棉的全面不保事項

有關因任何類型或數量的石棉直接或間接引起、導致或加劇損失的任何責任。

4. 自我毀傷、自殺 (不論嚴重程度) 或任何此等企圖，不論精神狀況是否正常。
5. 分娩、懷孕、流產、墮胎或因此而引發的併發症，儘管該等事件是因意外而惡化或因意外導致。
6. 因酒精、麻醉藥或服用未經醫生所處方之藥物引致之昏迷及中毒；或與酗酒或濫用藥物有關的治療。

7. 愛滋病及有關之疾病，不管此症狀如何感染或命名。
8. 受保人於本保單生效前已存在的受傷、病痛、疾病或不適。就「門診保障」、「住院及手術保障」、「中斷服務現金津貼」及「牙科保障」而言，所有受保人在保單生效前已存在並因此而導致在保單生效前連續3個月內接受治療的受傷、病痛、疾病或不適將不獲賠償。倘受保人在保單生效後連續3個月內沒有因該受傷、病痛、疾病或不適接受任何治療，上述不獲賠償的保障項目將可在保單生效後3個月期限屆滿後獲得賠償。
9. 因在地理區域以外受傷或感染的病痛、疾病或不適而在地理區域以內或以外引致的一切醫療費用。
10. 在地理區域以外引致的一切醫療費用。
11. 由保單持有人、保單持有人家庭成員及／或受保人的任何非法行為直接或間接導致、造成或引起的受傷、死亡、損毀或損失。(即使本保單中有任何相反規定，此第11項不保事項如只與受保人的非法行為有關，則不適用於本保單的第九部分。)

一般條款

以下條款及條件適用於本保單的所有部分：

1. 取消保單

- a) 本公司可於7天前給予閣下書面通知以取消本保單，該通知將以掛號信件形式郵寄往閣下最後所知的地址。在此情況下，未到期的保費將按比例退還。
- b) 閣下可於7天前給予本公司書面通知以取消本保單。如在該保險期內並無索償，本公司將按照下列短期保費率計算應收保費，在扣除保單生效期間之保費後將餘款退還閣下：

短期保費率表

保單生效期		應收保費	
不超過	1個月	全年保費的	10%
	2個月		20%
	3個月		30%
	4個月		40%
	5個月		50%
	6個月		60%
	7個月		70%
	8個月		80%
	9個月		90%
10個月或以上		全年保費的全額	

上表所列的應收保費在不抵觸保單承保表內註明的最低保費的情況下適用。就兩年保障計劃而言，(i) 如保單於第一個保單年度被取消，則在退回根據上表計算而應予退還的第一年保費餘額的同時，已繳付的第2年保費亦將會全數被退回，在這些情況下，全年保費指已繳的第一年保費；(ii) 如保單於第2個保單年度被取消，應予退還的第2年保費餘額將根據上表計算，而全年保費則指已繳的第2年保費。

2. 失實陳述及不予披露

如投保書或聲明或其任何部分屬重大程度的虛報、不準確或漏報，以致影響本保單的風險評估，或根據任何錯誤陳述、失實陳述或漏報而獲得續保，或提出任何有欺詐或誇

大成分的索償、或依據虛假聲明或陳述以作證明的索償，本保單在任何上述情況下將告無效。

3. 防止損失

保單持有人須遵守所有法定責任並採取所有合理步驟防止意外發生及疾病感染。

4. 續保手續

在適用情況下，於保單續期前，保單持有人須以書面通知本公司就其在前一個保險期所知悉並影響本保單的任何重要事實，包括影響受保人的任何身體疾病、精神缺陷或殘疾。

5. 保單不可轉讓

本保單不可轉讓，並且本公司將不受就任何本保單的信託、押記、留置權、轉讓或其他交易而向本公司作出的通知所影響。

6. 索償條件

6.1. 如一宗意外發生或有合理理由相信任何事故之發生有可能導致本保單項下的索償，閣下必須在意外發生當天或發現事故當天起計30天內以書面通知本公司。閣下需要與本公司合作提供有關資料作調查之用。

閣下必須自費以書面方式提交本公司所要求的意外經過、任何資料證明及證據。所有索償必須由令本公司信納的書面證明支持。

如受保人遭遇意外、發生任何與第三者責任有關或違反忠誠的事件，閣下必須立即向警方、物業管理處及／或任何其他有關部門及本公司報告損失，在任何情況下，閣下必須在以上損失發生24小時之內作出報告。

a) 就僱主責任索償而言，閣下必須：

- i) 遵從條例規定填寫並在指定時限前向勞工處呈交「僱主呈報僱員死亡或引致僱員死亡或喪失工作能力的意外的通知」；
- ii) 同時向本公司遞交上述通知的副本一份；
- iii) 向本公司提供一切醫療收據正本，而其副本一份應交予勞工處、另一份則由閣下保存；
- iv) 向本公司提交一切與該項索償有關的文件及往來書信的正本、以及由勞工處僱員補償（普通／特別評估）委員會發出的所有評估證明書。

b) 就第三者責任索償而言，閣下必須：

- i) 就可能的索償以書面通知本公司有關損失的性質及事故發生的情況；
- ii) 向本公司提供任何書信、索償、令狀、傳票、法院文件、法院命令或判令、法律代表之間的往來書信、索償信函；
- iii) 在知悉任何的起訴、研訊或調查後立即通知本公司；
- iv) 在沒有獲得本公司書面同意的情况下，不得作出任何承認、提議、承諾付款或付款；如有需要，本公司有權接管及以閣下的名義進行辯護或解決或處理任何索償；在本公司要求下，閣下應向本公司提供一切資料及協助。

c) 就人身意外索償而言，閣下必須：

- i) 向本公司遞交由醫生發出並詳細顯示受傷性質、傷殘程度及時期的檢查報告；

- ii) 提交有關的警方報告；如有死亡的情況，應提交死亡證及驗屍官的化驗結果；
- iii) 在本公司對死因有任何合理懷疑的情況下，協助本公司進行驗屍。

d) 就家傭違反誠信索償而言，閣下必須：

- i) 在揭發欺詐或不忠實行為後24小時內報警；
- ii) 向本公司提供受保人被起訴及定罪的書面證明；
- iii) 在閣下申報索償時扣減任何應付予受保人的金額；
- iv) 證實閣下由受保人欺詐或不忠實行為直接引致的金錢損失。

- 6.2. 如根據本保單作出的任何索償涉及欺詐或誇大成分，或受保人或代表保單持有人 / 受保人的任何人士使用任何欺詐手段或方法從本保單獲得利益，則本公司不會對該項索償負上任何責任。
- 6.3. 本公司有權接管任何索償及對其進行辯護或和解或處理有關索償，或在有違反本保單的任何條款及條件的情況拒絕任何索償。
- 6.4. 不完整的索償表格將會退還保單持有人；而證明資料或文件如有任何不充分之處，則會對索償程序造成延誤。
- 6.5. 如本公司發出任何書面要求提交進一步資料，而在發信日起計30天內仍未收到所需文件，則該索償將被視作放棄論，本公司將不會就該索償負上責任。
- 6.6. 如本公司於作出賠償時未知悉保單持有人因觸犯或違反保單條款而變得不合資格或喪失獲賠償的權利，所有已支付的賠償應按本公司要求全數退還予本公司。

7. 損失證明

本公司按本保單承擔任何責任的先決條件是保單持有人須向本公司遞交本公司不時合理地要求的證明書、資料及證據，並須以本公司指定的格式及性質作出，費用由保單持有人自行承擔，而受保人須不時接受身體檢查，或若屬身故的情況，經合理知會受保人的法定遺產代理人後進行驗屍。正式死亡證足以充分證明受保人身故。

8. 仲裁

本保單產生的任何歧異將首先根據香港法例第341章《仲裁條例》提交予仲裁裁決。若立約雙方未能就仲裁人的選擇達成共識，則應將選擇權交予香港國際仲裁中心當時的主席進行定奪。在本保單下享有任何索償權或訴訟權的先決條件是須先取得仲裁裁決。若本公司拒絕就任何索償向保單持有人承認責任，而該項索償在被拒之日起12個月內並無根據本保單的條文提交作仲裁，則該索償在任何方面而言將視為已予放棄，並且不可於其後根據本保單追索。

9. 司法管轄權條文

本保單提供的賠償不適用於並非首先由香港具司法管轄權的法院發送或從該處獲得的判決，亦不適用於從任何香港法院就執行在香港以外地區判決而獲得的命令，不論該命令是否以互惠協議作出。

10. 若干條款及追討權的廢止

倘條例規定本公司須支付一筆款項，而該筆款項根據本保單為毋須由本公司負責，則保單持有人應向本公司還付該筆款項。

11. 免分擔

本保單只應在其他保險未能作出償付的情況下作出賠償，不應用作承擔全部或分擔部分損失。

12. 代位權

保單持有人須按本公司要求並在本公司承擔費用的情況下，同意及允許本公司採取一切必需及合理的行動協助本公司向第三者執行權利、追討賠償或追究責任，以行使本公司按照本保單在支付賠款或修復保單之後而享有或代位取得的權利，不論該等行動是在本公司作出賠償之前或之後有所需要，保單持有人均應同意辦理或允許本公司辦理。

13. 風險變化

在本保單的保險期內，倘保單持有人知悉任何影響本保單的重要事實，包括影響受保人的任何身體疾病、精神缺陷或殘疾及受保人年滿66歲的事實，保單持有人須立即以書面通知本公司。

14. 受保人變更

在本保單的保險期內，倘受保人身份有任何改變，取代保單承保表或任何後加批單上註明的原有受保人的任何新受保人，可享有與原有受保人相同的保障，惟須扣減本公司因原有受保人而招致的損失或損毀而需支付的金額。

15. 降低或提高計劃級別（不適用於計劃A）

倘保單持有人於7天前以本公司指定格式的書面通知本公司，以更改本保單的計劃級別，在獲本公司批准後，該等變更會於緊隨本公司接獲有關通知後的保單週年日生效，除非在本保單的現行保險期內並無任何索償，則有關變更的生效日期將由本公司決定並會向閣下發出通知。如有任何應付的額外保費或應退還的保費，其金額將按比例計算。

16. 等候期

門診保障、住院及手術保障、中斷服務現金津貼、以及牙科保障均受制於由本保單生效日起計的15天等候期。除非該保單是按相同保障範圍經轉保至本公司或由本公司從其他保險商接收，否則在等候期內蒙受的病痛、疾病、不適或受傷，均不可獲得任何門診保障、住院及手術保障、中斷服務現金津貼及牙科保障。保單持有人須按本公司要求，向本公司提供被轉保或接收保單的副本作處理投保 / 索償之用。任何新聘、補聘或更換的受保人均須受此等候期限制。

17. 年齡限制

除非保單承保表內另有註明，受保人的年齡須介乎18至60歲之間，否則將不受本保單保障。本保單可續期至受保人65歲。當受保人年滿66歲，於該保險期屆滿後本保單將不可續期。

18. 制裁限制及不保條款 – 特此聲明並同意，儘管本保單中有任何相反的規定：

- (a) 如果保單持有人、受保人或其他與本保單有關的任何個人或實體令本公司面臨受到或即將受到根據聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制的風險或（本公司認為）可能令本公司面臨受到或即將受到任何前述的制裁、禁制或限制的風險，則本公司可在發出由本公司決定的書面通知時或後隨時

終止本保單 (無論是否自本保單生效日起計) 。此後，本公司無需再與保單持有人及/或受保人及/或其他與本保單有關的任何個人或實體進行任何業務往來，包括但不限於根據本保單支付或收取任何款項。

- (b) 在不影響上文第(a)段的前提下，如果提供保險、支付賠償或提供保障令本公司面臨受到聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制，或令本公司面臨受到任何前述的制裁、禁制或限制的風險，則本保單不應被視為提供保險，而本公司亦無責任支付任何賠償或提供任何保障。

註：此中文譯本只供參考之用，如與英文原文有任何歧異，概以英文本為準。

~ 保單完 ~

家傭綜合保 – 保障項目表

每年總賠償額 (HK\$)			
項目部分	計劃 A	計劃 B	計劃 C
1 僱主責任	每宗事故 - HK\$100,000,000		
2 門診保障		3,000	3,000
(a) 門診費用		150	200
- 每日限額	不適用		
(b) 跌打 / 物理治療 / 脊椎治療費用		100	100
- 每日限額			
- 每年限額		500	500
3 住院及手術保障		20,000	25,000
(a) 病房費用		300	300
- 每日限額			
(b) 外科醫生費用	不適用	10,000	10,000
- 每宗傷病限額			
(c) 麻醉科醫生費用		可償外科醫生費用的 25%	可償外科醫生費用的 25%
- 每宗傷病限額			
(d) 手術室費用		可償外科醫生費用的 12.5%	可償外科醫生費用的 12.5%
- 每宗傷病限額			
4 中斷服務現金津貼	不適用	4,000	6,000
- 每日限額		200	200
5 牙科保障	不適用	1,500	1,500
- 每日限額		250	250
6 補聘新家傭費用	不適用	3,000	10,000
7 送返費用	不適用	20,000	20,000
8 人身意外	不適用	100,000	150,000
9 家傭誠信保障	不適用	3,000	6,000
10 個人責任	不適用	不適用	200,000
- 每宗意外 / 每一保險期			
自付額*			
適用於第三部分	不適用	300	300
- 住院及手術保障			
適用於第十部分	不適用	不適用	500
- 個人責任			

註：* 本公司不會承擔就每項及每次索償於上述保障項目表內註明的首筆損失金額。