



ZURICH®

HomeHelperPlus Insurance Policy

Please read this policy carefully upon receipt and promptly request for any necessary amendments.

This policy together with the enclosed *schedule* and any *relevant documents* subsequently issued should be read as if they are one document and form the contract between *you* and *us*, and no variations shall be admitted except those acknowledged in writing by *us*. The Zurich HomeHelperPlus Insurance Plan enrolment form and declaration which *you* completed and provided to *us*, either verbal (if recorded by *us* or by *our* appointed authorized agent) or written are the basis of this contract.

We agree, in consideration of *your* payment of the premium and in reliance upon the statements, warranties or declarations *you* have made and subject to the terms and conditions of this policy and the attached *schedule*, we will insure the *domestic employee(s)* under those sections shown in the *schedule* during any *period of insurance* to pay the benefits defined to the *domestic employee* who sustain(ed) *injury* or *illness* incurs charges within the scope of coverage provided hereinafter.

This policy is an annual policy which will be renewed subject to subsequent premium payments and *our* acceptance. *You* are required to settle the annual premium for the concurrent policy year.

Should *you* wish to change any information given on *your* enrolment form (regardless verbally or in written format), please inform *us* of the changes immediately as the changes may affect the *domestic employee's* insurance cover.

This policy is a legal document and should be kept in a safe place.

PART 1 – DEFINITIONS

Certain words in this policy have specific meanings. These meanings are given below. To help *you* identify these words in this policy, we have printed them in italics throughout this policy. Words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.

Accident/ Accidental

A sudden and unforeseen event that happens unexpectedly and causes *injury* to the *domestic employee* during the *period of insurance*.

Cancer

The diagnosis of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The cancer must be confirmed by histological evidence of malignancy by a qualified oncologist or pathologist. The following are excluded:

- "carcinoma in situ", cervical dysplasia, cervix cancer CIN-1, CIN-2 & CIN-3, and all pre-malignant conditions or non-invasive cancers;
- early prostate cancer TNM classification T1 (including T1a and T1b) or equivalent classification;
- melanomas of the skin of Stage 1A (<=1mm, level II or III, no ulceration), according to the new AJCC classification of 2002;
- hyperkeratoses, basal cell and squamous skin cancers; and
- all tumours in the presence of HIV infection.

Civil War

An internecine war or a war carried on between or among opposing citizens of the same country or nation.

Confine or Confinement

The *domestic employee* is admitted to a *hospital* as a result of *illness* or *injury* with *medical necessity* for a minimum period of six (6) hours upon the recommendation of a *medical practitioner* and continuously stays in the *hospital* prior to his/her discharge from the *hospital*. *Hospital* confinement will be evidenced by a daily room and board charge by the *hospital*.

Day Patient

A patient who is admitted to a day patient unit of a *hospital* for the purpose of undergoing a surgical procedure, but does not require an overnight stay.

Domestic Employee

The *domestic employee* named in the *schedule* who is legally employed by *you* and covered by this policy.

Family Member

Your child or *your* relative who is aged at or below five (5) years and is living with *you* under the same roof.

Hong Kong

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

Hospital

An institution which

- is licensed in accordance with the applicable laws of the jurisdiction in which it is located;
- is primarily engaged in providing, for compensation from its patients, diagnostic, medical and surgical facilities for the care and treatment of injured or sick person,
- has staff of one (1) or more *medical practitioner* available at all times,
- has 24 hour-a-day nursing service by registered graduate nurses under the permanent supervision of the medical practitioner in charge,
- maintains well-equipped inpatient facilities, and
- maintains a daily medical record for each of its patients.

Hospital does not include any institution which is primarily a clinic, a nature care clinic, a health hydro, a rest or convalescent facility, a place for custodial care, a facility for the elderly or alcoholics or drug addicts or for treatment of mental disorders, or a nursing home, or similar establishment.

Illness

Sickness or disease of the *domestic employee* contracted and commencing after the beginning of the *period of insurance* and which results in a loss covered by this policy.

Immediate Family Member

Your or the *domestic employee's* spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister or grandchild.

Injury

Bodily injury sustained in an *accident* directly and independently of all other causes.

Loss of Limb

Loss by physical separation at or above the wrist or ankle joint.

Loss of Sight

The entire and permanent irrecoverable loss of sight.

Loss of Use

Permanent total functional disablement or complete and *permanent* physical separation at the limb or organ.

Medical Practitioner

A person other than *you* or the *domestic employee* or *immediate family member*, qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

Medically Necessary / Medical Necessity

The necessity to have a medical service which is

- consistent with the diagnosis and is the customary medical treatment for the condition; and
- in accordance with standards of good and prudent medical practice ; and
- not furnished primarily for the convenience of *medical practitioner* or any other medical service providers; and
- furnished at the most appropriate level sufficient to safely and adequately treat the *domestic employee's* disability and are performed in the least costly setting required for treatment of a covered disability; and
- not rendered primarily for diagnostic tests, diagnostic scanning purpose, imaging examination, laboratory test or physiotherapy in the event of a *confinement*.

Ordinance

Means the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).

Outpatient

A *domestic employee* who receives medical services and medicines in connection with treatment for a covered *illness* or *injury* given in the clinic or office of a *medical practitioner* or a specialist, outpatient department or emergency treatment room of a *hospital*.

Period of Insurance

The period of time as stated in the *schedule* during which this policy is effective and we have accepted *your* premium.

Permanent

Lasting not less than twelve (12) consecutive months from the date of an *accident* and at the expiry of that period being beyond hope of improvement.

Pre-existing Conditions

Any injury, illness or condition and/or directly related conditions for which the *domestic employee* showed symptoms or has received medical consultation, diagnosis, treatment or advice by a *medical practitioner* or took prescribed drugs or medicine for a period of time during which the *domestic employee* was aware of or could reasonably be expected to be aware of prior to the coverage effective date of the *domestic employee*, unless such conditions have been fully disclosed on the enrollment form and accepted by *us* in writing and the policy document does not expressly exclude treatment relating to such pre-existing condition.

Reasonable and Customary Charges

In relation to a fee, a charge or an expense, means any fee or expense which:

- is charged for treatment, supplies or medical services that are *medically necessary* and in accordance with standards of good medical practice for the care of an injured or ill person under the care, supervision or order of a *medical practitioner*;
- does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- does not include charges that would not have been made if no insurance existed.

We reserve the right to determine whether any particular hospital/medical charge is a reasonable and customary charge with reference including but not limited to any relevant publication or information made available, such as schedule of fees, by the government, relevant authorities and recognized medical association in the locality. We also reserve the right to adjust any or all benefits payable in relation to any hospital/medical charges which is not a reasonable and customary charge based on the above mentioned reference.

Relevant Documents

Relevant documents include *schedule*, enrollment form, declaration, riders, endorsements, attachments and amendments (regardless verbally or in written format).

Schedule

The schedule attached to and incorporated in this policy.

Total Disablement

When as the result of *injury* and commencing within twelve (12) consecutive months from the date of an *accident* the *domestic employee* is totally disabled and prevented from engaging in the duties of a domestic helper.

Waiting Period

For Section 2 and 3 of Part 2 – Benefits, fifteen (15) days from the coverage effective date of the *domestic employee*. During such period, no benefit will be payable for any cause, other than in respect of an *accident*.

For Option Benefit under Section 2 of Part 2 – Benefits, any heart disease or cancer of which, the signs or symptoms first occurred within ninety (90) days from the coverage effective date of the *domestic employee*. During such period, no benefit will be payable for any cause.

War

A contest by force between two (2) or more nations, carried on for any purpose; or an armed conflict of sovereign powers, in either case whether such contest or armed conflict is declared or undeclared and open hostilities; or the state of nations among whom there is (i) an interruption of pacific relations and (ii) a general contention by force, both authorized by the respective sovereigns of such nations.

We, Us, Our

Zurich Insurance Company Ltd.

You or Your

The person shown in the *schedule* as “The Insured” who is the applicant and/or the policyholder of this policy.

PART 2 – BENEFITS

Plans and sections contained hereunder are only applicable if it is shown as being operative in the *schedule*.

Table of benefits

Section	Coverage	Maximum Benefits (HKD)
1	Employer's Liability	100,000,000 per event
2	Medical Expenses (a) <i>Out-patient</i> Medical Expenses Inclusive of sublimit for : (i) <i>out-patient</i> visit - HKD200 /visit /day (ii) Chinese bone-setting visit - HKD100 /visit /day and up to HKD500 per policy year (b) Hospitalization Expenses Inclusive of sublimit for: (i) room and board charges – HKD300 /day (ii) each <i>hospital confinement</i> – HKD10,000 Optional Benefit - Heart Disease and Cancer Cover	4,000 per policy year 25,000 per policy year Classic Plan: 50,000 per policy year Deluxe Plan: 100,000 per policy year
3	Dental Expenses	1,500 per policy year
4	Personal <i>Accident</i>	100,000
5	Repatriation Cost	10,000 per event
6	Fidelity Protection	10,000 per policy year
7	Service Interruption (HKD200/day)	6,000 per policy year
8	Replacement <i>domestic employee</i> expenses (a) Replacement due to Repatriation of the <i>Domestic Employee</i> ; or (b) Replacement due to Missing of <i>Domestic Employee</i>	3,000 per policy year
9	Medical Expenses for <i>Family Member</i>	5,000 per policy year

Section 1 – Employer's Liability

If the *domestic employee* in your immediate employ shall sustain *injury* or death by *accident* occurring or *disease* contracted during the *period of insurance* and arising out of and in the course of his employment by you. We will, subject to *maximum benefits* as stated in the *table of benefits*, indemnify you against the legal liability in respect of such *injury* or *disease* under the *ordinance* and independently of the *ordinance* to pay compensation and damages and claimant's costs and expenses and also indemnify you against costs and expenses incurred by or on behalf of you with our written consent 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 you under the *ordinance*, the liability of us under this Policy shall be limited to such sums as the we would have been liable to pay if the *ordinance* had remained unaltered.

If you die we will indemnify your legal personal representatives in respect of liability incurred by you provided that such legal personal representatives shall as though they were you observe fulfill and be subject to the terms of this policy in as far as they can apply.

Special definition to Section 1

“Disease” means a disease contracted by your *domestic employee* as a result of his/her exposure to the nature of his/her employment with you. Such exposure may extend over a period of time and part of which period may fall outside the *period of insurance* under this policy.

Exclusions applicable to Section 1

This section does not cover:

- any liability assumed under a contract or agreement;
- any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness (“Pneumoconiosis” and Mesothelioma” have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma Compensation) Ordinance (Chapter 360 of the Laws of Hong Kong). “Noise-Induced Deafness” has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the Laws of Hong Kong);
- any liability resulting from existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos;
- 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*;
- any *injury* by *accident* or *disease* where we have not been given sufficient notice of the institution of proceedings in a court or tribunal to enable us to be added as a party to the proceedings.

- any *injury* or death by *accident* or *disease* sustained outside Hong Kong, unless covered under the *ordinance*.

Section 2 – Medical Expenses

(a) Outpatient Medical Expenses

If during the *period of insurance*, your *domestic employee* necessarily requires medical treatment due to *injury* or *illness* on *out-patient* basis. We will pay the *medically necessary* expenses inclusive of any charge for medical treatment, prescribed medical supplies and diagnostic X-ray and laboratory tests, subject to aggregate limit of HKD4,000 per policy year and a per visit and per day limit of the below:

- HKD200 for *out-patient* treatment by a *medical practitioner*; and
- HKD100 for Chinese medicine bone-setting and up to HKD500 per policy year.

In the event that all or part of such expenses is recoverable from any other source, we will only be liable for the excess of the amount recoverable from such other source subject to the above per visit per day limit.

(b) Hospitalization Expenses

If the *domestic employee* is *confined* in a *hospital* on the recommendation of an attending *medical practitioner* due to *injury* or *illness* occurring during the *period of insurance* which is *medically necessary*, upon receipt of proof acceptable to us and subject to the terms and conditions of this policy, we will pay for the *reasonable and customary charges* for such *confinement* up to HKD10,000 for each *hospital confinement* and sublimit on Room and Board charges at HKD300 /day.

Extension to day patient / outpatient surgery

This is an extension of the cover under Sections 2(b). We will pay the actual *reasonable and customary charges* for the surgical operation which is actually undertaken on *outpatient* or *day patient* basis by a *medical practitioner*, subject to a maximum of HKD10,000 for each surgical operation.

Optional Benefit to Section 2 - Heart Disease and Cancer Cover

This benefit is only applicable if it is shown as being operative in the *schedule*. If this benefit is being operative in the *schedule*, exclusion no. 3 under Section 2 – Medical Expenses is deemed to be deleted from the policy.

This optional benefit will provide supplementary cover to Section 2 – Medical Expenses (except Extension to *day patient / outpatient* surgery of Section 2(b)) under this policy. If your *domestic employee* suffers from heart disease or cancer during the *period of insurance*, the *out-patient* medical expenses and hospitalization expenses incurred shall be covered under Section 2(a) and Section 2(b) respectively. In the event that the actual amount paid under Section 2(a) or Section 2(b) in any one (1) policy year exceeded the *maximum benefits* stated in the *table of benefits*, we will pay the *out-patient* and hospitalization medical expenses incurred for heart disease or cancer under this optional benefit, subject to the same sub-limits and conditions set forth in the above Section 2(a) and 2(b) and up to the *maximum benefits* stated in the *schedule* under this optional benefit.

For medical treatment not classified as *out-patient* or hospitalization medical expenses is payable up to HKD1,000 per treatment.

In no event shall the aggregate amount payable under this option benefit for any one (1) policy year exceed the *maximum benefit* as stated in the *schedule*.

Special conditions for Optional Benefit to Section 2

The following documents are required upon submission of claims:

- a detailed medical report certified by *medical practitioner* on the diagnosis; and
- the pre-employment medical check-up report of your *domestic employee*.

Exclusions applicable to Section 2 and Optional Cover to Section 2:

This section does not cover:

- the first HKD300 per each and every loss arising from *injury* or *illness* under Section 2(b);
- any treatment or expenses incurred within the *waiting period*;
- medical treatment and/or surgery for cancer or heart disease;
- cosmetic surgery or plastic surgery for purposes of beautification except as necessitated by an *accident*; elective treatment; treatment for the purpose of weight reduction or gain regardless of the existence of morbid or comorbid conditions;
- any dental surgery of any nature whatsoever;
- hospital confinement* for the purpose of convalescence, custodial, rest care, palliative care, sanitarium care or rehabilitation; or medical expenses incurred not in accordance with the diagnosis and treatment of the condition for which the *confinement* is required;
- acquisition of the organ to be used for organ transplantation and all expenses incurred by the donor, who is someone other than the *domestic employee*, including all costs related to organ donation as the donor;
- vaccination or inoculations, general check-up, screening and preventive care; expenses relating to sleep test for sleep apnoea; routine eye test, refractive errors of the eyes or their corrective measures;
- procurement or use of appliances, equipment, including but not limited to hearing aids, brace, crutch, spectacle or any other similar kind;
- any claims or loss and expenses incurred outside Hong Kong.

Section 3 – Dental Expenses

If during the *period of insurance*, your *domestic employee* necessarily requires dental treatment in a legally registered dental clinic, we will pay two thirds (2/3) of the actual dental expense incurred. The following treatments are excluded in this Section:

- oral examination
- scaling, polishing or cleaning
- crowning and root canal treatment
- orthodontic treatment of any kind
- denture and prosthetic services such as bridges and crowns and braces

In no event shall the aggregate amount payable under this Section 3 for any one (1) policy year exceed the *maximum benefit* as stated in the *table of benefits*.

Exclusions applicable to Section 3

This section does not cover:

- any treatment or expenses incurred within the *waiting period*;
- any loss and expenses incurred outside Hong Kong.

Section 4 – Personal Accident

If during the *period of insurance*, your domestic employee sustains injury as a result of an accident during rest day in Hong Kong and shall within twelve (12) consecutive months result in death or disablement as defined under one (1) of the Events in the Compensation Table, we shall pay the maximum benefits as stated in the table of benefits.

Compensation Table

Events
1 Death
2 Permanent Total Disablement
3 Permanent Total Loss of Sight of one or both Eyes
4 Loss of or the Permanent Total Loss of Use of one Limb or two limbs

Compensation Conditions

- If a limb or organ which had been partially disabled prior to an injury becomes totally disabled as a result of such injury, the percentage of maximum benefits payable shall be determined by us having regard to the extent of disablement caused by the injury. The domestic employee shall not be entitled to any benefit under this Section in respect of the loss of a limb or organ which was totally disabled prior to the injury.
- Benefit shall not be payable for more than one (1) of the Events 1 to 4 in respect of the same accident. Should more than one (1) of the Events sustain from the same accident, our liability under this section is limited to pay for one (1) event only.
- In the event that 100% of the maximum benefits is paid under this section to the domestic employee, this Section shall then immediately cease to be in force with regard to the domestic employee.

Exclusions applicable to Section 2 and Optional Cover to Section 2:

This section does not cover any loss caused by an injury which is a consequence of any kind of disease and/or illness.

Section 5 – Repatriation Cost

We will pay:

- the cost of transportation as a result of repatriation of your domestic employee to his/her country of domicile up to a maximum of HKD10,000 if your domestic employee is certified by a medical practitioner in Hong Kong as medically unfit to continue his/her employment contract. Transportation cost includes one (1) economy class one-way travel fare on scheduled airline and the cost of ambulance transfer to and from the airport; or
- the cost of post-mortem examination and/or the cost of transportation of the domestic employee's mortal remains from Hong Kong to the airport which is nearest to the place of burial in your domestic employee's country of domicile in the event of his/her death up to a maximum of HKD10,000.

Section 6 – Fidelity Protection

We will pay your financial loss resulting from fraud or dishonest act committed by your domestic employee, provided that such fraud or dishonest act must be:

- committed during the period of insurance; and
- discovered during the period of insurance or within fifteen (15) days after the expiration of the period of insurance or within fifteen (15) days after the death, dismissal or expiry of employment contract of your domestic employee; and
- reported to the police within 24 hours upon discovery.

Sub-limit for unauthorized telephone calls is HKD3,000 per policy year.

You must provide the proof of your financial loss to us at your own cost, and any outstanding salary or payment due by you to your domestic employee shall be deducted from any amount payable under this section.

Section 7 – Service Interruption Cover

If your domestic employee is confined in a hospital in Hong Kong as an in-patient for treatment or surgery, we will pay you a daily allowance of HKD200 for each full day of confinement up to a maximum of thirty (30) full days.

We will not pay any benefit for the first three (3) days of hospital confinement.

Section 8 – Replacement Domestic Employee Expenses Cover

(a) Replacement due to Repatriation of the Domestic Employee

We will pay the necessary, reasonable and irrecoverable administrative expenses (except salary) actually incurred by you to employ a replacement domestic helper to in the event of the existing domestic employee is repatriated back to his/her country of domicile and a valid claim is payable under Section 5 - Repatriation Cost of this policy.

(b) Replacement due to Missing of Domestic Employee

We will pay the necessary, reasonable and irrecoverable administrative expenses (except salary) actually incurred by you to employ a replacement domestic helper in the event of the existing domestic employee's sudden leave without any prior notice to you. The incident must be reported to the Hong Kong Police and a missing person report is obtained and submits to us.

In no event shall the aggregate amount payable under this Section 8 for any one (1) policy year exceed the maximum benefit as stated in the table of benefits.

Section 9 – Medical Expenses for Family Member Cover

We will pay you the medically expenses incurred if your family member who sustains injury caused by intentional malicious act of your domestic employee, provided that the incident must be reported to the Hong Kong Police and a medical report is obtained and submits to us.

PART 3 – GENERAL EXCLUSIONS

This policy does not cover any loss or liability directly or indirectly arising as a result of or in connection with:

- any pre-existing condition and congenital abnormalities;
- war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, direct participation in strike, riot or civil commotion or any kinds of participation in any act of terrorism;
- suicide, attempted suicide, intentional self-injury, insanity or any functional disorder or psychiatric condition of the mind, including but not limited to psychoses, neuroses,

depression of any kind, anorexia nervosa, bulimia, gender reassignment, schizophrenia and other behavioral disorders;

- any condition under the influence of alcohol or drug (other than those prescribe by a qualified medical practitioner), alcoholism, drug addiction or solvent abuse;
- any condition resulting from childbirth, miscarriage, abortion, pregnancy, including but not limited to pregnancy test, pre-natal care as well as post-natal care and other complications arising from pregnancy, contraceptive or contraceptive devices, infertility or any other method of inducing pregnancy, sterilization of either sex; venereal diseases; any injury or illness known by you or your domestic employee which exists at the time of proposal or for which an operation is pending or treatment is being given at the commencement of this insurance;
- HIV (Human Immunodeficiency Virus) and/or HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused or however named;
- participation in any illegal activity, including but not limited to robbery, drug abuse or assault;
- air travel except as a fare-paying passenger in a properly licensed aircraft operated by a licensed commercial air carrier; riding or driving in any kind of motor racing, or engaging in a sport in a professional capacity or where the domestic employee would or could earn income or remuneration from engaging in such sport, trekking at an altitude greater than 5,000 meters above sea level or diving to a depth greater than 40 meters below sea level;
- any disabilities (except for Section 4 - Personal Accident and Section 7 - Service Interruption Cover) for which compensation is payable under any law, regulation or for which benefits are payable under any other insurance policies underwritten by any other insurer(s) except to the extent that such claim is not fully reimbursed under or pursuant to such law, regulation or other policies; and/or
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or from any nuclear weapons material.

PART 4 – GENERAL PROVISIONS

1. Entire Contract

This policy including relevant documents will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by our officer and evidenced by endorsement of amendment. For avoidance of doubt, the relevant documents will form part of the renewed policy contract and information contained are deemed to remain true and valid as at the time of renewal unless otherwise instructed by you.

2. Age Limit and Eligibility

Unless specifically mentioned to the contrary, the insurance afforded under this policy shall only apply to the domestic employee who is aged between eighteen (18) and sixty (60) years and renewal is allowed up to the age of sixty-five (65).

3. Status Change

You must take full responsibility to inform us forthwith of any change in respect of the information provided in the enrollment form for this policy (regardless verbally or in written format) or upon renewal, otherwise we reserve the right to refuse or invalidate all claims under this policy.

4. Notice of Claim

Written notice must be given to us within thirty (30) days upon the occurrence of any event likely to give rise to a claim under this policy. In the event of accidental death, immediate notice thereof must be given to us.

All other certificates, information and evidences required by us shall be furnished at your or your personal representative' expenses and shall be in such form and of such nature as we may prescribe. If you do not comply with this condition, we shall have the sole discretion to decide not to pay any benefits under this policy.

5. Proof of Loss

Written proof of loss must be furnished to us within thirty (30) days from our receipt of the claim form provided by us. Failure to furnish such proof within the prescribed time shall not invalidate any claims if it was not reasonably practicable to give proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as we may reasonably require shall be furnished without expense to us.

6. Claims Admittance

In no case shall we be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the injury giving rise to a claim, unless the claim has been admitted or is the subject of a pending legal action or arbitration.

7. Medical Examination

We shall be entitled in the case of non-fatal injury to call for examination by a medical referee appointed by us if we deem necessary and in the event of death of the domestic employee to have a post-mortem examination at our expense. The result of such examination shall be our property.

8. Payment of Claims

All indemnities are payable to you.

9. Misrepresentation or Non-disclosure

If you or the domestic employee, or anyone acting for you or the domestic employee makes a statement in the enrollment form and declaration or in connection with any claim knowing the statement is false, or fail to disclose pre-existing conditions or fail to act in utmost good faith, we will not be liable for any claim and all covers under this policy shall cease immediately. We will not be liable to refund any premium paid.

10. Misstatement of Age

If the domestic employee's age has been misstated, the premium difference would be returned or charged according to the correct age. In the event that the insured person's age has been misstated and if, according to the correct age, the coverage provided by this policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then our liability shall be limited to the refund of premiums paid for this policy, and we will be entitled to void or terminate this policy totally.

11. Premium Charge

This policy is an annual policy. The effect of the policy is subject to the settlement of the full premium for the entire policy year. We reserve the right to revise or adjust the premium in accordance with our applicable premium rate at the time of policy renewal by giving thirty (30) days' prior written notice to you.

12. Grace Period

We will allow *you* thirty-one (31) days for the payment of each premium after the first premium. During this period we will keep this policy in force. If after this period the premium remains unpaid, this policy will be deemed to have lapsed from the date that the unpaid premium was due.

13. Reinstatement of Policy

If we terminate this policy due to non-payment of premium, we may allow this policy to be reinstated if *you* provide us with a satisfactory written application for reinstatement including proof of insurability and subject to *our* approval. Benefits will not, however, be payable for any event likely to give rise to a claim under this policy which occurs while this policy has lapsed. Any *pre-existing conditions* shall include all such conditions existing prior to the reinstatement date.

14. Cancellation

14.1 We have the right to cancel this policy or any section or part of it by giving thirty (30) days' advance notice in writing by registered post to *your* last known address. Under no circumstances we will be obligated to reveal *our* reasons for cancellation. Whenever this policy is cancelled, pro-rata premium for the period starting at the time of cancellation or surrender to the last date of the *period of insurance* shall be refunded provided that no claim has been made during such *period of insurance* of this policy.

The payment or acceptance of any premium subsequent to such termination shall not create any liability on us but we shall refund any such premium received by us.

14.2 *You* have the right to cancel this policy by giving thirty (30) days' advance notice in writing to us. For one (1) year's policy, no refund of premium is payable in the event of such cancellation. For two (2) years' policy, refund of second year's premium will be allowed only before the effective date of the second year's cover. If the second year policy is effective, no refund premium is payable in the event of the cancellation.

Notwithstanding the above, *you* have the right to cancel this policy by giving notice in writing with signature and return the policy to us within fourteen (14) days from the delivery of this policy document if *you* are not satisfied with this policy and *you* have not made any claim during this *period of insurance*. We will refund to *you* all the premiums *you* have paid without interest.

15. Termination of Policy

This policy shall automatically terminate on the earliest of:

- 15.1 cover under this policy ceases pursuant to the Clause 9 – Misrepresentation or Non-disclosure of this Part;
- 15.2 *you* fail to pay after expiry of the 31-day grace period in accordance with Clause 12 – Grace Period of this Part; or
- 15.3 either party cancel this policy by giving thirty (30) days written advance notice pursuant to Clause 14 – Cancellation of this Part.

16. Renewal

The policy shall remain in force for a maximum of one (1) year from the policy effective date and this policy will be automatically renewed at *our* discretion. Yet we reserve the right to alter the terms and conditions, including but not limited to the premiums or exclusions of this policy at the time of renewal of any period of insurance of this policy by giving thirty (30) days' written notice to *you*, on the condition that the sum insured is not adjusted as permitted under this policy. We will not be obligated to reveal *our* reasons for such amendments. After all, such renewal will not have to take place eventually if such amendments are not acceptable to *you* before the policy effective date of any *period of insurance*.

17. Other Insurance

When a claim occurs, if there is any other policy covering any benefits insured by this policy (except as provided by Section 1 – Employer's Liability and Section 4 – Personal Accident), we will be liable only for *our* proportionate share only.

18. Clerical Error

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

19. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of claims has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless commenced within two (2) years from the expiration of the time within which proof of claims is required.

20. Subrogation

We have the right to proceed at *our* own expense in *your* name or in the name of the *domestic employee* against third parties who may be responsible for an occurrence giving rise to a claim under this policy.

21. Alternative Dispute Resolution

In the event of a dispute arising out of this policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of *Hong Kong* and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609), *Laws of Hong Kong* as amended from time to time. The arbitration shall be conducted in *Hong Kong* by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under this policy and *you* do not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of *our* disclaimer, *your* claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this policy.

22. Compliance with Policy Provisions

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

23. Governing Law

This policy shall be governed by and interpreted in accordance with the laws and regulations of *Hong Kong* and subject to the exclusive jurisdiction of the *Hong Kong* courts.

24. Statement of Purpose for Collection of Personal Data

All personal data collected and held by us will be used in accordance with *our* privacy policy, as notified to *you* from time to time.

25. Rights of Third Parties

Other than *you* or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this Policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

Terrorism Endorsement to Section 1 – Employer's Liability

Notwithstanding any provision to the contrary in this policy or any endorsement thereto, it is hereby agreed that in respect of any *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:

1. the Policy Limit of Indemnity shall be such amount which we 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 20th November 2003 between the Government and us under which the Government agreed to make available to us and other direct insurance companies authorized to underwrite employees' compensation insurance business in *Hong Kong* a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and *injury* arising out of an event of terrorism ("the Facility Agreement");
2. we will only be required to make payment after it has received from the Government (i) an approval letter confirming that we should settle the claim and (ii) payment under the Facility Agreement; and
3. for the avoidance of doubt, we shall have no obligation to make payment if for whatever reason we do 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 *our* breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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

Claims Procedures

Section 1: Employer's Liability

The claims procedure follows that required by the Employees' Compensation Ordinance on which *your* insurance is based.

A *domestic employee* who sustains *injury* by *accident* arising out of and in the course of his/her employment shall be eligible to receive compensation such as periodical payment(s) for the period of temporary incapacity (usually known as sick leave) and medical expenses from the employer irrespective of the duration of his/her sick leave.

For the compensation claims involving no permanent incapacity with sick leave period less than three (3) days, the following procedures should be adopted:

Notification of Accident

You are required to complete a specified Form (Form 2B) to notify the Commissioner of Labour Department of any work *accident* which incapacitates *your domestic employee* for a period of not more than three (3) days. The notification should be made within fourteen (14) days after the *accident*. A detailed circumstance of the *accident* should also be described in the space of the said Form. In normal situations, the *domestic employee* who has temporary incapacity of not more than three (3) days is not required to attend medical assessment of the Labour Department.

If it turns out that the period of sick leave subsequently exceeds three (3) days, *you* are required to give further notice to the Commissioner of Labour Department. Such notice should be given in a prescribed Form (Form 2) within fourteen (14) days after *you* have been informed of the longer period of sick leave. After recovery of the *domestic employee*, he/she is required to attend the medical assessment of the Labour Department. The Commissioner of Labour Department is empowered to issue a Certificate of Assessment and Certificate of Compensation Assessment to both employee and employer stating particulars of the assessment and the amount of compensation.

Immediately after the *accident*, we, as Insurers, need to have a copy of Form 2B and/or Form 2, which will serve as notification of the claim. If medical expenses are involved, the Certificate of Assessment with Certificate of Compensation Assessment and original sick leave certificate must be submitted together with the original medical bills once they are available.

Section 2 - 8

1. Notify us within thirty (30) days of any occurrence likely to give rise to a claim.
2. For simple out-patient medical claims, write *your* policy number and *your* name on the back of the *medical practitioner's* original receipt and send it to us.
3. For other claims, *you* should fill in a claim form and supply the original documents, invoices and receipts as appropriate to us.

Should *you* require any guidance in submitting *your* claim, please do not hesitate to call *our* claims hotline, Monday to Friday 9:00 a.m. to 5:30 p.m. on +852 2903 9388.

There are two versions of this policy, one in English and one in Chinese. If there is any discrepancy between the English and the Chinese versions, the English version shall prevail.

Zurich Insurance Company Ltd (a company incorporated in Switzerland)

25-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong

Customer Services Hotline: +852 2968 2288 Fax: +852 2968 0639 Website: www.zurich.com.hk



ZURICH®

蘇黎世

健樂保僱傭保險單

請細閱本保單，如有任何修正請求，並請盡快提出。

本保單連同「附表」及嗣後發出的任何「有關文件」應以整體文件形式一併閱讀，並構成「閣下」與「本公司」之間的合約。除非獲「本公司」書面同意，否則合約內容不得更改。而「閣下」完成及向「本公司」提供的蘇黎世健樂保投保表格及聲明，不論以口述(若是由「本公司」或「本公司」授權之代理錄音)或書面形式提供，均會構成本合約的依據。

「本公司」現與「閣下」協議，鑒於「閣下」支付保費及「本公司」信賴「閣下」各陳述、保證或聲明，以及遵從本保單及隨附之「附表」的條款與規章，「本公司」將於「保險期」內以「附表」所載之保障項目承保「家庭僱傭」，如「家庭僱傭」因「損傷」及/或「疾病」及/或招致在下文所訂承保範圍內的損失，「本公司」將支付指定的保障。

此乃全年保險保單，將於「本公司」收訖「閣下」繳交隨後的保費後而續保。「閣下」必須繳付同年度之全年保費。

「閣下」於投保表格內填報的資料如有任何更改(不論以口述或書面形式)，請盡早通知「本公司」，以免影響「家庭僱傭」於本保單的保障內容。

此保單乃一份有法律效力的文件，敬請妥為保存。

第一部份 — 定義

本保單內某些詞彙具有指定含意，釋義已分別列明如下。為方便「閣下」識別有關詞彙，特將此等詞彙全部加上引號。本保單內用詞如有性別或單複之分，均應視為概括性的描述，並無區別。

「意外」

於「保險期」內，任何不可預見或預料並導致「家庭僱傭」蒙受身體「損傷」之突發事件。

「癌症」

此診斷為呈現生長不受控制的惡性腫瘤和惡性細胞擴散，以致入侵及破壞正常組織。癌症必須由合資格的腫瘤科醫生或病理學專科醫生證明為惡性腫瘤的組織學證明。以下並不在保障範圍之內：

- “原位癌”、子宮頸細胞病變、子宮頸癌CIN-1、CIN-2及CIN-3，以及所有癌變前期症狀或非侵襲性病；
- 早期前列腺癌TNM分類法T1(包括T1a及T1b)，或相同的分類法；
- 第1A期皮膚黑色素瘤 (<=1毫米、第二或第三級、無潰瘍)，按照2002年全新的美國癌症聯合委員會(AJCC)分類法；
- 角化過度症、基細胞及鱗狀皮膚癌；及
- 與人體免疫力缺乏病毒同時存在的所有腫瘤。

「內戰」

相同國家的公民或民族互相對抗而發生互相攻擊的戰爭。

「住院」

「家庭僱傭」必須因為「疾病」或「損傷」而遵照「醫生」建議及基於「醫療必需」下入住「醫院」超過六小時及「家庭僱傭」在出院前，必須一直逗留在「醫院」內。住院須出示「醫院」發出的每日房間及膳食費用單據，以作證明。

「日症病人」

在「醫院」的日症手術部門進行手術，但不需要過夜的病人。

「家庭僱傭」

「附表」上的家庭僱傭合法地受僱於「閣下」，並在本保單內受到保障。

「家庭成員」

「閣下」的子女或親屬，年齡為五歲或以下及與「閣下」居住同一屋簷下。

「香港」

中華人民共和國香港特別行政區。

「醫院」

符合下列條件的機構：

- (i) 根據所在國家或司法管轄區規定領取牌照之持牌醫院；
- (ii) 主要業務為收取報酬的情況下為受傷或患病人士提供診斷、醫療護理及外科手術設備服務；
- (iii) 有一名或以上的「醫生」時刻駐院；
- (iv) 在負責「醫生」監督下，駐有註冊護士每天二十四小時提供看護服務；
- (v) 具有完善的住院病人設備；及
- (vi) 保存所有病人的每日醫療記錄。

醫院並不包括主要業務為診所、照料類別的診所、自然療法診所、健康水療院、療養院或復康院、保管照料的地方、照顧長者或嗜酒者或吸毒者或精神病患者的機構，或護理院，或類似的機構。

「疾病」

「家庭僱傭」於「保險期」內感染或開始患上的疾病或病症，以致構成本保單所承保的損失。

「直系親屬」

「閣下」或「家庭僱傭」的配偶、父母、配偶父母、祖父母、子女、兄弟姊妹、孫兒女或合法監護人。

「損傷」

純粹因「意外」而非任何其他事故下所蒙受之身體損傷。

「失肢」

手腕或足踝處或以上的肢體部份的完全分離。

「失明」

視力完全喪失及「永久」無法復原。

「殘廢」

肢體或器官的「永久」完全喪失功能或「永久」完全分離。

「醫生」

擁有西方醫藥學位及已獲准在其執業的地區合法提供醫療及外科服務的人士，惟「閣下」或「家庭僱傭」或「直系親屬」除外。

「醫療必需」

以下列各項作為接受醫療服務的必要性：

- (i) 因應有關診斷及有關狀況的治療所需；及
- (ii) 符合良好及謹慎的行醫標準；及
- (iii) 非純為「醫生」或任何其他醫療服務供應商之方便；及
- (iv) 以最適合的程度有效地為「家庭僱傭」之「傷疾」作出安全及足夠的治療及以最經濟之設備進行治療受保「傷疾」；及
- (v) 在「住院」的情況下，其主要的目的並非純為診斷檢查、診斷掃描、影像檢查、化驗檢查或物理治療。

「條例」

是指僱員補條例(「香港」法例第282章)。

「門診」

「家庭僱傭」因本保單承保的「疾病」或「損傷」在「醫生」或專科醫生的診所或辦事處、或「醫院」門診部或急症室接受醫療服務或藥物治療。

「保險期」

「附表」內所訂明之保險有效期，而「本公司」已接納「閣下」在「附表」內所訂明該保險期間之內所費。

「永久」

「意外」事故發生之日起計，損害情況持續至少十二個月，並於此段時間終結時沒有好轉之跡象。

「投保前已存在的傷疾」

在「家庭僱傭」之保障生效日前已存在之任何損傷、疾病或病況及/或「家庭僱傭」已呈現病徵或已接受「醫生」診療、確診、治療或醫療意見，或已服用處方藥物一段時間而「家庭僱傭」懂悉或理應知道之相關病況，除非「家庭僱傭」已於投保表格全面披露此等病況並獲「本公司」書面接受，而保單文件無明文規定不承保之前已存在之病況的治療，則屬除外。

「合理及慣常收費」

就任何費用、收費或開支而言，指符合以下規定的費用或開支：

- (i) 受傷或患病人士在「醫生」按照良好醫療守則的護理標準下所提供「醫療必需」的照顧，監管或指示而收取的治療、用品或醫療服務費用；
- (ii) 不超過當地同類治療、用品或醫療服務的正常收費水平；及
- (iii) 並不包括如非有投購保險便不會招致的費用。

「有關文件」

有關文件包括「附表」、投保表格、聲明、附加契約、批單、附件及修訂本(不論以口述或書面形式)。

「附表」

隨附本保單並構成保單一部份之附表。

「完全傷殘」

「家庭僱傭」遭遇「意外」而蒙受「損傷」，並且於事發後連續十二個月內完全不能從事任何家庭傭工需負責的工作。

「等候期」

就第二部份 — 保障的第二至三節而言，指在「家庭僱傭」之保障生效日起的十五日內。在該段時期內，「本公司」不會就任何原因提供保障，「意外」則除外。
就第二部份 — 保障的第二節的附加保障而言，「家庭僱傭」之保障生效日起九十日內，首次出現之病徵及徵狀的任何心臟病或「癌症」。在該段時期內，「本公司」不會就任何原因提供保障。

「戰爭」

兩國或多國因任何目的交戰，或主權國家之間的武裝衝突，又或正式宣戰或未正式宣戰的公開軍事衝突，又或與國之間經主權國正式授權而終止和平關係並陷入武裝敵對的局面。

「本公司」

蘇黎世保險有限公司。

「閣下」

本保單於「附表」內註明(“The Insured”)為保單之申請人及/或保單持有人。

第二部份 — 保障

以下各項計劃及保障必須於「附表」內訂明為有效，方為適用。

節數	保障項目	最高保障額 (港元)
1	僱主責任	每宗事故 100,000,000
2	醫療費用 (a) 「門診」醫療費用 包括以下限額： (i) 每日每次「門診」為200港元 (ii) 跌打治療每日每次診治為100港元及 每保單年度為500港元 (b) 入住醫院費用 包括以下限額： (i) 房租及膳食費用 — 每日300港元 (ii) 每次於「醫院」「住院」— 10,000港元 附加保障 — 心臟病及「癌症」保障	每保單年度 4,000 每保單年度 25,000 標準計劃：每保單年度50,000 特級計劃：每保單年度100,000
3	牙齒護理費用	每保單年度 1,500
4	個人「意外」	100,000
5	遣送費用	每宗事故 10,000
6	忠誠保障	每保單年度 10,000
7	服務中斷保障 (每日200港元)	每保單年度 6,000
8	補聘「家庭僱傭」費用保障 (a) 因遣送「家庭僱傭」而引致的補聘費用；或 (b) 因「家庭僱傭」失蹤而引致的補聘費用	每保單年度 3,000
9	「家庭成員」醫療費用保障	每保單年度 5,000

第一節 — 僱主責任

若「閣下」的「家庭僱傭」在「保險期」內，在受僱工作期間因工作遭遇「意外」而死亡或導致「損傷」或患上「疾病」，「本公司」將按照本保險單的保障表內列明之最高保障額，根據「法例」規定「閣下」要為該「損傷」或「疾病」的責任，賠償及支付有關的補償及索償人的法律費用及開支。此外，「本公司」亦會賠償經「本公司」書面同意的一切訴訟費用與開支。若「法例」於「保險期」內或之後有任何更改，令至「閣下」的法律責任有所變更，「本公司」的責任僅限於支付相等於「法例」未更改前「本公司」應支付的款項。

若「閣下」身故，「閣下」的合法遺產代理人可根據本保險單就「閣下」的責任提出索償，但該遺產代理人須(猶如「閣下」一樣)遵守及履行本保險單的所有適用條款，並受該等條款所規限，及於「閣下」身故後三十天內向「本公司」發出書面通知。

第一節的特別定義

「疾病」是指「閣下」的「家庭僱傭」於「閣下」的受僱工作期間因暴露於工作環境及性質而感染的疾病。有關之暴露或是因長時間及超過本保單的「保險期」。

第一節的不承保事項

本節並不承保：

- 任何合約或協議的責任；
- 肺塵埃沉着病或間皮瘤或因噪音引致的失聰所引致的責任(“肺塵埃沉着病”及“間皮瘤”的定義等同「香港」法例第360章肺塵埃沉着病及間皮瘤(補償)條例內的定義。“因噪音引致的失聰”的定義等同於「香港」法例第469章 - 職業性失聰(補償)條例內的定義)。
- 因已存在、開採、裝卸、處理、生產、銷售、分配、保存、或使用石棉、石棉產品及/或含有石棉的產品所引致的責任；
- 根據法例，「閣下」可能須就遲繳款項而支付的附加費；
- 任何因遭遇「意外」而死亡或導致「損傷」或患上「疾病」但「本公司」並未有收到足夠的法庭或法院的訴訟文件令到「本公司」可加入為訴訟的其中一方；
- 在「香港」以外地方因遭遇「意外」而死亡或導致「損傷」或患上「疾病」，但獲「法例」保障者除外。

第二節 — 醫療費用

(a) 「門診」醫療費用

如於「保險期」內，「閣下」的「家庭僱傭」因蒙受「損傷」或「疾病」而需於「門診」接受醫療診治，「本公司」會賠償有關之「醫療必需」費用，包括醫療服務費用，處方醫療用品及診斷上需要的X-光及實驗室試驗的任何費用，每保單年度的最高賠償額合共至4,000港元及根據以下之每日每次限額：

- 「門診」為200港元；及
- 跌打治療為100港元及每保單年度為500港元。

如以上之費用可從其他途徑獲得全數或部份退還，則「本公司」只會負責根據以上每日每次限額，賠償剩餘而無法從其他途徑追討的費用餘額。

(b) 入住醫院費用

若「家庭僱傭」在「保險期」內，因「疾病」或「損傷」，由主診「醫生」建議有「醫療必需」在「醫院」「住院」，「本公司」將會為該次「住院」支付有關的「合理及慣常收費」，每次「住院」最高至10,000港元及每日300港元的房租及膳食費用，惟必須向「本公司」提交「本公司」認為可接納的證明及受本保單之條款所限制。

「日症病人」或「門診」手術的伸延保障

這是第2節(b)的伸延保障。「本公司」將會就「醫生」為「家庭僱傭」於「門診」或以「日症病人」方式進行之手術，支付其實際收取的「合理及慣常收費」，每次手術之賠償上限為10,000港元。

在任何情況下，本節2(b)於每保單年度的合共賠償額將不會超過訂明於第二部份-保障表內列明之最高保障額。

附加保障 — 心臟病及「癌症」保障

此保障必須於「附表」中列明方才生效。如此保障在「附表」中列明為生效，第二節 - 醫療費用之不承保事項第三點則會被取消。

這是為本保單內第二節-醫療費用提供之附加保障(「日症病人」或「門診」手術的伸延保障除外)。如「閣下」的「家庭僱傭」於「保險期」內因患上心臟病或「癌症」，有關的「門診」醫療費用及「醫院」「住院」費用將會受保於本保單的第二節(a)及第二節(b)內。當第二節(a)及第二節(b)的實際已賠償的金額超出於保障表列明每保單年度的最高保障額，「本公司」將以第二節(a)及第二節(b)內的相同條款及限額，繼續支付因心臟病或「癌症」引致的「門診」醫療費用及「醫院」「住院」費用，最高至「附表」內列明本附加保障的最高保障額。

不被分類為「門診」或「醫院」「住院」的治療，每次治療費用限額為1,000港元。

在任何情況下，本附加保障於每保單年度的合共賠償額將不會超過訂明於第二部份-保障表內列明之最高保障額。

第二節附加保障的特別條款

如有任何索償，必須提供以下文件：

- 由「醫生」證實確診後的詳細醫療報告；及
- 「閣下」的「家庭僱傭」受僱前之醫療檢查報告作審查。

第二節的不承保事項

本節並不承保：

- 於第2節(b)的每宗因「疾病」或「損傷」索償的首300港元；
- 任何在「等候期」內招致之治療或費用；
- 心臟病或「癌症」的治療及/或手術；
- 以美容為目的之美容手術或整容手術，惟因「意外」導致而需要治療除外；選擇性的治療；所有目的為增加或減少體重之治療(無論是否病態或有並存病況)；
- 任何性質之牙科療程或手術；
- 於「醫院」「住院」的目的為療養、監護、休養、舒緩護理、衛生護理或復康；或與引致該次「住院」之診斷或治療無關之任何醫療費用；
- 疫苗或預防接種、一般身體檢查、篩檢及預防性檢查；睡眠窒息症之睡眠測試之有關費用；例行眼部測試、眼部屈光不正或矯正視力措施；
- 獲取器官以作器官移植或由捐贈者(非「家庭僱傭」)招致之任何費用，亦包括任何以捐贈者身份招致之費用；
- 購置或使用器具或設備，包括但不限於助聽器、支架、拐杖、眼鏡或其他類似項目；
- 任何於「香港」境外的索償或費用及損失。

第三節 — 牙齒護理費用

如於「保險期」內，「閣下」的「家庭僱傭」必須接受牙科診治，「本公司」將支付「閣下」的「家庭僱傭」接受合格及正式註冊牙醫提供牙齒護理服務之三份之二(2/3)費用，惟本節並不包括以下治療：

- 口腔檢查
- 洗牙、磨光或清潔牙齒
- 鑲牙及牙根治療
- 任何齒橋
- 矯正鋼絲架或假牙的費用。

在任何情況下，本第三節於每保單年度的合共賠償額將不會超過訂明於第三部份 — 保障表內列明之最高保障額

第三節的不承保事項

本節並不承保：

- 任何在「等候期」內招致之治療或費用；
- 任何於「香港」境外的索償或費用及損失。

第四節 — 個人「意外」

若「家庭僱傭」在「保險期」內於「香港」的休息日遭遇「意外」而蒙受本保單保障範圍內之「損傷」，並於「意外」日起計連續十二個月內導致死亡或以下賠償表內所載的任何一項保障項目，則「本公司」將按保障表內所選擇之計劃內之最高保障額賠償作出賠償。

賠償表

保障項目
1 死亡
2 「永久」「完全傷殘」
3 單眼或雙眼「永久」完全「喪失視力」
4 任何單肢或兩肢「永久」完全「殘廢」或「失肢」

賠償條件：

- 如蒙受「損傷」前手足或器官已喪失部份功能，而在「損傷」後變成全部「殘廢」，「本公司」會就該次「損傷」引致的傷殘程度決定及以百分比計算最高保障額，賠償該「損傷」所引致的「殘廢」部份。若「家庭僱傭」於「損傷」前該手足或器官已完全喪失功能，則不能就本節獲得任何賠償。
- 在同一宗「意外」事件中，「本公司」不會就上列保障項目作出多於一次賠償。若「家庭僱傭」就同一次「意外」中遭受多於一項上列保障項目，「本公司」亦只會賠償一項項目及按照本節訂明之最高保障額作出賠償。

3. 如「家庭僱傭」已於本節中獲得百分之一百(100%)的賠償額後，該「家庭僱傭」於本節之保障亦隨之終止。

第四節的不承保事項

本節並不承保一切由病毒及/或疾病引致的「損傷」。

第五節 — 遣送費用

「本公司」將支付以下費用：

1. 如「閣下」的「家庭僱傭」經「醫生」證明其健康狀況並不適合繼續履行他/她的僱傭合約，則「本公司」將支付該「家庭僱傭」送返原居地的費用。交通費用包括一張有定期航班班次及商業航空公司的單程經濟客位機票，以及往返機場之救護車接載費用，最高賠償為港幣10,000元；或
2. 如「家庭僱傭」身故，「本公司」將支付驗屍費用及/或將遺體運返其原居地內最鄰近殮葬場地的費用，最高賠償為港幣10,000元。

第六節 — 忠誠保障

「本公司」將賠償「閣下」因「家庭僱傭」的詐騙或不誠實行為，包括「家庭僱傭」未經許可而使用的電話費所招致的經濟損失，惟有關之詐騙或不誠實行為必須：

1. 在「保險期」內發生；及
2. 在「保險期」內或「保險期」完結後十五天內或在「家庭僱傭」死亡、被解僱或僱傭合約期滿後十五天內被揭發；及
3. 於被揭發後二十四小時內報警。

未經許可而使用的電話費賠償上限為每保單年度3,000港元。「閣下」必須提出證據證明因「家庭僱傭」的詐騙或不誠實行為而導致經濟損失，而「閣下」欠付「家庭僱傭」的任何薪金或款項將於本節的賠償額內扣除。

在任何情況下，本第六節於每保單年度的合共賠償額將不會超過訂明於第二部份-保障表內列明之最高保障額。

第七節 — 服務中斷保障

如「閣下」的「家庭僱傭」以病人身份於「醫院」「住院」接受治療或手術，「本公司」將於「家庭僱傭」「住院」期間，向「閣下」賠償每日200港元以補償中斷服務的損失，最長期限為30日。

於「醫院」「住院」的首三天及於此段期間不會獲「本公司」的任何賠償。

第八節 — 補聘「家庭僱傭」費用保障

(a) 因遣送「家庭僱傭」而引致的補聘費用

「本公司」將支付「閣下」補聘新的家傭的必需、合理及不可從其他途徑收回的行政費用（薪金除外），因「閣下」原有的「家庭僱傭」被遣送或將遺體運返原居地及已獲得本保單第五節-遣送費用的賠償。

(b) 因「家庭僱傭」失蹤而引致的補聘費用

「本公司」將支付「閣下」補聘新的家傭的必需、合理及不可從其他途徑收回的行政費用（薪金除外），因「閣下」原有的「家庭僱傭」在沒有預先通知「閣下」而突然離職。有關事故必需向香港警方報案及遞交有關之失蹤報告給「本公司」作為索償證明。

在任何情況下，本第八節於每保單年度的合共賠償額將不會超過訂明於第二部份-保障表內列明之最高保障額。

第九節 — 「家庭成員」醫療費用保障

「本公司」將支付「閣下」的「家庭成員」因「家庭僱傭」的蓄意行為蒙受身體「損傷」。有關事故必需向香港警方報案及遞交有關報告及醫療報告給「本公司」作為索償證明。

第三部份 — 一般不承保事項

本保單將不會承保因下列事故直接或間接引致的損失或責任：

1. 任何「投保前已存在之傷疾」及先天性缺陷；
2. 「戰爭」、侵略、外敵入侵、敵對局面(不論正式宣戰與否)、「內戰」、叛亂、革命、暴亂、軍事政變或奪權行動、直接參與罷工、暴動或內亂或以任何形式參與「恐怖活動」；
3. 自殺、企圖自殺、蓄意自我傷害、精神失常或神經系統失調或精神疾病，包括但不限於精神病、神經官能症、任何類別抑鬱症、厭食症、暴食症、變性手術、精神分裂症及其他行為失常病症；
4. 受酒精或非由「醫生」處方之藥物之影響；酗酒、沈迷或濫用毒品；
5. 任何因分娩、流產、墮胎、妊娠引致的狀況，包括但不限於妊娠測試、產前、產後護理及其他與妊娠、避孕、避孕儀器、不育或其他引致懷孕或絕育手術的方法有關之併發症；性病；
6. 「閣下」或「閣下」的「家庭僱傭」於申請投保時知悉或於「家庭僱傭」之保障生效日開始時正等候進行手術或正接受治療之身體損傷或疾病；
7. 人類免疫力缺乏病毒及/或人類免疫缺乏病毒有關，包括愛滋病及/或其任何突變、衍生或變異所引致或因此而命名；
8. 參與任何違法行為，包括但不限於搶劫、濫用藥物或傷人；
9. 飛行，除非以付費乘客身份乘搭由持牌航空公司營運之正式持牌空中運載工具；以乘客或司機身份參與任形式的賽車，又或參加職業體育活動或「家庭僱傭」可能或可以賺取收入或報酬的體育活動；在海拔五千米以上進行高山遠足，或在四十米水深以下潛水；
10. 任何受法律、條例或受保於其他保險公司所簽發之保單所保障而獲得補償之傷疾索償(第四節一個人「意外」及第七節-服務中斷保障除外)，除非「家庭僱傭」並不能就該等法律、條例或其他保單獲得全數賠償，則「本公司」只會負責賠償剩餘而無法從其他途徑追討的費用餘額；及/或

11. 任何核子燃料、核子燃料燃燒後所產生的核子廢料或任何核子武器所產生的電離子輻射或放射性污染。

第四部份 — 一般條款

1. 整體協議

本保單，包括所有「有關文件」，乃立約各方之間之整體協議。任何代理或其他人士均無權更改或豁免本保單的任何條款。本保單如有任何修改，必須獲得「本公司」授權人員的批准並簽發批單作實，方始生效。為免生疑，「有關文件」亦會組成續保合約的部份，除非收到「閣下」在續約時的通知，所有資料會於續保時被視為真確及有效。

2. 年齡及資格限制

除「本公司」另予書面同意，「家庭僱傭」的年齡必須為18至60歲，並可續保至65歲。

3. 現況改變

「閣下」或「家庭僱傭」就投保表格上(不論口頭或書面上)或續保時所提供予「本公司」之資料之任何變更，均須負全責通知「本公司」，否則「本公司」有權拒絕所有賠償或使其失效。

4. 索償通知

如要申請索償，應於事發之日起三十日內以書面通知「本公司」。倘因意外死亡之索償，必須立即通知「本公司」。

「本公司」所需之任何證明書、資料及證據，須依據「本公司」所定之形式及性質提交，而所需費用概由「閣下」或「閣下」之個人代表負責。如「閣下」不遵守本條款，「本公司」將不會支付本保單的任何保障。

5. 損失證明

所有損失證明文件需於「本公司」收到賠償申報表後三十日內呈交給「本公司」。倘有合理的緣由不能於限期內將有關證明文件送交「本公司」，但已盡可能於限期後立即送出，且不超過一百八十日之限，則不會被視為放棄申請賠償的權利。「本公司」所需之證書、資料及證據，須依據「本公司」所定之形式及性質提交，「本公司」概不會負責任何費用。

6. 索償時限

除索償已被「本公司」接納或為有待進行之未審結訴訟或仲裁外，於任何情況下，「本公司」概不會就「家庭僱傭」於蒙受任何「損傷」後滿十二個月方提出之有關索償支付賠償。

7. 身體檢查

如「家庭僱傭」蒙受非致命「損傷」，「本公司」有權按需要要求由「本公司」指定的醫療機構為「家庭僱傭」進行身體檢查。如「家庭僱傭」身故，「本公司」有權自費進行驗屍。「本公司」擁有該等調查結果之所有權。

8. 支付索償

所有賠償一律付予「閣下」。

9. 虛報或漏報資料

若「閣下」或「家庭僱傭」或任何代表「閣下」或「家庭僱傭」之人士在投保表格及聲明或就任何索償知情地作出任何虛假陳述、或未如實地申報任何「投保前已存在之傷疾」或未能遵行最高誠信，「本公司」概不就任何索償進行理賠責任，本保單規定之所有保障亦即時停止生效。「本公司」亦不會就已付保費作出任何退款。

10. 虛報「年齡」

如「家庭僱傭」「年齡」被虛報，「本公司」會按其正確「年齡」應付之保費退回或收回保費差額。倘「家庭僱傭」投保時虛報「年齡」而根據當時的正確「年齡」，本保單之保障應不能生效或應該在收取該次或每次保費前終止，「本公司」於任何情況下只會退回保費而不負責任何承保責任。

11. 保費

本保單為年度保單。「閣下」必須負責繳付同年度之全年保費，保單方惟有效。「本公司」保留權利，根據保費到期日適用的保費率以作調整，於調整保費前三十天內以書面通知「閣下」。

12. 寬限期

在首期保費後，「本公司」將於每次保費到期後給予「閣下」三十一日寬限期。在寬限期內，本保單仍維持生效，如於寬限期屆滿後尚未繳清保費，本保單將於欠繳保費之日期起被視為逾時失效。

13. 重訂保單

若「閣下」因欠繳保費而導致「本公司」宣佈保單逾時失效，惟事後「閣下」向「本公司」提交令「本公司」滿意之重訂申請書，並提供可保性證明，「本公司」可能允許「閣下」重訂保單。但於保單失效期間發生之索償則不會獲得任何保障。任何「投保前已存在之傷疾」將包括於復效日前已出現之傷疾。

14. 取消保單

14.1 「本公司」有權以三十日書面通知「閣下」取消保單或任何章節或部份，通知書將以掛號郵件形式寄至「閣下」最後登記地址。在任何情況下，「本公司」並無責任透露有關終止之原因。保障終止時，若有有關取消保單生效日至該「保險期」最後一天的期間沒有任何索償，保費會按比例退還。

在保障終止後，任何由「本公司」收取之有關保費將不對「本公司」構成任何責任，「本公司」亦會退還所收保費。

14.2 「閣下」可於三十日前向「本公司」提出書面通知以取消此保單，一年期保單的保費將不獲退還。兩年期保單的第二年的保費可獲退還，但必須在本保單的第二年生效前已終止本保單。如本保單的第二年已生效，保費將不獲退還。

儘管有上述規定，如本保單未符合「閣下」需要及在該「保險期」內無索償紀錄，「閣下」有權在保單交付「閣下」後十四日內以「閣下」簽署之書面通知「本公司」取消保單並向「本公司」交還保單。「本公司」將會把「閣下」已付之保費無息全數退還。

15. 保障終止

本保單之保障將會在遇到下列較早發生的一項時自動終止：

- 15.1 根據本部份第 9 項-虛報或漏報資料所述之情況；
- 15.2 「閣下」未能根據本部份第 12 項-寬限期所述之情況，在三十日寬限期內付款；或
- 15.3 任何一方根據本部份第 14 項-取消保單所述之情況，所以三十日內書面通知取消本保單。

16. 續訂保單

從保單生效日起計，本保單會維持最長一年(一年保單)或兩年(兩年保單)生效期及由「本公司」酌情自動續保，惟「本公司」保留權利在每個「保險期」之續保時間前三十日向「閣下」提供書面通知以更改條款，包括但不限於保費或不承保事項，前提是修改本保單中之保障額。「本公司」沒有責任透露有關更改之原因。儘管如此，「閣下」可於本保單任何一個「保險期」之保單生效日前表示不接納更改，最後可以不實行續保。

17. 其他保險

「閣下」提出索償時如有其他保障同類項目，「本公司」只負責按比例作出賠償(第一節-僱主責任、第四節-個人「意外」及第七節-服務中斷保障除外)。

18. 筆誤

「本公司」的筆誤不會令生效之保單因而失效，或令失效之保單因而生效。

19. 法律訴訟

當書面索償證明文件根據本保單規定送交「本公司」後，六十日內不得進行法律訴訟以求賠償。此外，「閣下」及「家庭僱傭」亦不得在「本公司」要求其提供索償證明之指定時限期屆滿兩年後提出訴訟。

20. 代位權

「本公司」有權自費以「閣下」或「家庭僱傭」名義對任何導致索償之承保事件之第三者進行追討。

21. 替代性爭議解決方案

如有任何關於本保單之爭議出現，爭議各方可根據香港司法機構為民事調解所訂立及爭議時所適用之有關實務指示，真誠進行調解。所有未能解決之爭議，一律按照「香港」法例第六零九章《仲裁條例》及不時生效之修訂本以仲裁方式裁定。整個仲裁過程必須在「香港」進行，並由爭議各方同意之單一仲裁人裁定。現明文述明，在爭議各方根據本保單行使任何法律權利前，必須先取得仲裁決定。不論任何類型爭議解決方案之任何狀況或結果，如「本公司」否認或否決「閣下」追索本保單之任何責任，而「閣下」並未能於「本公司」所發出之通知十二個月內按以上規定展開仲裁「閣下」之賠償申請即被視作已被撤回或放棄，並且不能根據本保單再次進行追討。

22. 遵從保單條款

如違反本保單任何條款，所有就本保單提出之索償均告無效。

23. 管轄法律

本保單受「香港」法律及條例管轄及按其詮釋，並且服從「香港」之專有司法裁判權。

24. 個人資料收集目的

「本公司」將根據「本公司」不時通知「閣下」的私隱政策使用所有已收集及持有個人資料。

25. 第三者權益

除「閣下」或本保單以明示方式指明以外，任何人士如非本保單之一方並沒有權利執行或享有本保單條款的保障。任何有關合約第三者權益之法例將不適用於本保單。不論本保單任何條款所列，任何保單變更(包括任何解除責任或責任妥協)或終止均不須第三者同意。

第一節 恐怖主義活動批單

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

- (1) 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2003年11月20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」)；
- (2) 「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，始須支付賠償；及
- (3) 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，或有關損失屬於任何適用的例外情況或不受保項目或存有任何其他情況導致有關損失不獲融資協議賠償，或融資協議因結餘用盡而結束，或政府終止融資協議，「本公司」亦毋須作出有關賠償。

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

若「本公司」宣稱有關損失屬於本批單所述範圍之內，提出任何相反舉證的責任須由「閣下」承擔。

倘若本條款的任何部份被視為無效或無法執行，其餘部份將仍具十足效力及有效。

本批單的字句與本保單的字句意思相同。

賠償程序

第一節 — 僱主責任

處理勞工賠償手續，基本上以本港勞工賠償法例為依歸。

「家庭僱傭」在受僱工作期間，因工遭遇「意外」而致身體「損傷」，不論喪失工作能力之期間(一般稱為病假)多久，均有資格向「閣下」領取該段期間的按期付款及醫療費用等補償。

如「家庭僱傭」沒有永久喪失工作能力而病假數目也不超三天，須按以下程序處理：

意外通知

「閣下」須以指明的表格(表格2B)通知勞工處處長有關任何導致「家庭僱傭」喪失工作能力不超過三天的意外，並需於該表格上的空白位置，詳述「意外」發生之經過及受傷「家庭僱傭」的職業，該通知必須於「意外」發生後十四天內發出。在一般情況下，如「家庭僱傭」的病假不超三天，毋需到勞工處銷假及判傷。

假如在發出通知後，「家庭僱傭」的病假延長至超過三天，「閣下」須於獲悉病假延長後十四天內，以訂明的表格(表格2)再通知勞工處處長，「家庭僱傭」於康復後，亦需到勞工處銷假及判傷，後由勞工處處長簽發評註證明書和評定賠償證明書給予受傷「家庭僱傭」及「閣下」，並闡明判傷資料和賠償款額。

「意外」發生後，「閣下」亦須同時以表格2B或第2號表格副本一份給予本公司以作為知會賠償，至於醫療費用賠償，更要附上有關票據之正本，連同評註證明書和評定賠償證明書及病假證明書之正本，以作為處理賠償根據。

第二節至第八節

1. 於可能導致索償的事件發生後三十天內通知「本公司」。
2. 申請普通門診醫療費用賠償時，將「閣下」的保單號碼及名字寫在「醫生」的正本證明書背面，寄回「本公司」。
3. 其他索償申請，「閣下」須填寫賠償申報表及提交適當的正本證明文件、票據及收據。

如「閣下」對上述賠償手續有不明之處或需要協助，請於星期一至五上午9:00 至下午5:30 致電索償熱線，電話：+852 2903 9388。

(此保單分別有英文及中文版本，如中文與英文版本有異，均以英文為準)