



# DOMESTIC HELPER PROTECTOR POLICY

## 1. COVER

1.1 Whereas the Insured has made to **CMB Wing Lung Insurance Co. Ltd.** (hereinafter called “the Company”) a written Proposal and Declaration which together with all statements made in writing including Renewal Declarations by the Insured shall be the basis of this contract and be considered as incorporated herein.

1.2 In consideration of:

- (a) the payment of the Premium;
- (b) the due observance and fulfilment of the terms and conditions of this Policy or of any renewal thereof insofar as they relate to anything to be done or complied with by the Insured and/or the Insured Person; and
- (c) the truth of the statements and answers in the Proposal and Declaration

and subject to the terms, conditions, exclusions and memoranda contained herein or endorsed hereon if any of the events hereinafter mentioned in the Schedule of Benefits shall happen during the Period of Insurance, the Company shall provide indemnity or compensation as specified in the respective sections to the Insured or in the case of death or disablement of the Insured Person to the Insured Person or Insured Person’s legal personal representative.

1.3 For the purpose of this Policy, and where the context permits, words importing the singular number only also include the plural and vice versa. Words importing the masculine gender also include the feminine and neuter genders.

## 2. MONEY BACK GUARANTEE

2.1 If for any reason the Insured is not satisfied with the Policy, it may be returned to the Company within 30 days from the date of issue of the Policy. The Company will refund all the premium that the Insured has already paid. In such event, this Policy shall be deemed to have been void from the commencement date of this Policy and the Company shall not be liable to pay any claim.

## 3. DEFINITIONS

For the purpose of this Policy:

- 3.1 “**Accident**” means an accident or a series of accidents arising out of one event.
- 3.2 “**Benefit**” means the sum set out in the Schedule of Benefits against the relevant event which represents the annual aggregate limits, unless otherwise specified, that the Company is liable under a 12-month period. In the event that the Period of Insurance varies, the Benefits payable under Sections 2, 3 and 4 shall be proportionately adjusted on a pro-rata time basis.
- 3.3 “**Chinese Medicine Practitioner**” means any person whose name appears on the List of Registered or Listed Chinese Medicine Practitioner as approved and qualified practitioner administrated by the Chinese Medicine Council of Hong Kong, but excluding the Insured himself, his spouse or relatives.
- 3.4 “**Clinical Expenses**” means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred by the Insured Person during the Period of Insurance for outpatient medical consultation, treatment and/or medication received from a Registered Medical Practitioner, and shall also include for general consultation, specialist consultation, physiotherapist treatment followed by the first medical treatment was received from a Registered Medical Practitioner, and/or Chinese Medicine Practitioner treatment (including bone-setting and acupuncture).
- 3.5 “**Dental Expenses**” means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred by the Insured Person for oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease during the Period of Insurance provided such treatment and services are received from a legally qualified and registered dentist in Hong Kong.
- 3.6 “**Disability**” means all medical conditions resulting from Injury or sickness arising from the same cause, including any complication arising therefrom or closely related thereto. Successive disabilities are treated as the same disability unless they are due to causes that are independent and unrelated to each other or separated by at least 90 days from the date of discharge from a Hospital or the last consultation at a Registered Medical Practitioner, whichever is the latter.
- 3.7 “**Effective Date**” means the commencement date of the Period of Insurance in this Policy Schedule or the date of change of Insured Person in the endorsement whichever is later.
- 3.8 “**Employer’s Liability**” means legal liability of the Insured for accidental injury, disease of sickness of the Insured Person occurring during the Period of Insurance and arising out of and in the course of the Insured Person’s employment.
- 3.9 “**Hospital**” means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which
  - (a) has organised facilities for diagnosis, treatment and major surgery;
  - (b) provides twenty-four hours a day nursing services by registered nurses;
  - (c) is under the supervision of a Registered Medical Practitioner; and
  - (d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
- 3.10 “**Hospital Confinement**” means the registration for admission and confinement of the Insured Person as an in-patient in a Hospital upon recommendation of a Registered Medical Practitioner for necessary medical treatment for a minimum of 12 hours and for continuous stay in the Hospital which incurs a charge for daily room and board.
- 3.11 “**Injury**” means bodily injury to the Insured Person caused solely and directly by sudden unforeseen and unexpected event of violent accidental external and visible nature which injury shall independently of any other cause, and shall exclude bodily injury caused by sickness or disease, bacterial or viral infection not occurring through an accidental cut or wound.
- 3.12 “**In-patient Allowance**” means daily cash allowance payable for the period the Insured Person is confined in a Hospital as a registered in-patient for treatment or surgery.

- 3.13** “**Insured**” means the person named in the Policy Schedule who is the legal employer of the Insured Person.
- 3.14** “**Insured Person**” means the domestic helper named in the Policy Schedule who is legally employed by the Insured and who is eligible for and covered by the insurance provided in this Policy.
- 3.15** “**Period of Insurance**” means the period specified in the Policy Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted an additional or renewal premium.
- 3.16** “**Personal Accident Benefits**” means accidental death and permanent disablement benefits as specified in the Schedule of Benefits occurring within 365 days after the date of accident.
- 3.17** “**Policy**” means this policy document, the Policy Schedule, endorsement(s) or amendment(s) signed by an authorized representative of the Company and any other schedule attached hereto from time to time.
- 3.18** “**Policy Schedule**” means the details including the names of Insured and Insured Person, Period of Insurance, address, sum insured and limit of indemnity on the insurance document issued to the Insured.
- 3.19** “**Registered Medical Practitioner**” means any person who is legally qualified and registered medical practitioner administrated by the Medical Council of Hong Kong, but excluding the Insured himself, his spouse or relatives.
- 3.20** “**Repatriation Expenses**” means in the event of death, serious sickness or Injury to the Insured Person resulting in her being unable to perform the service contract and certified by a Registered Medical Practitioner as medically unfit to work leading to the early termination of her employment contract, the actual, necessary and reasonable expenses incurred under (a) or (b) below:
- (a) the repatriation of the Insured Person to her county of residence by scheduled flight (economy class) including any transportation for ambulance transfer to and from the airport; or
  - (b) the treatment of Insured Person’s post-mortem and transportation of mortal remains to the airport nearest to the place of burial in her country of residence.
- 3.21** “**Replacement Expenses**” means the expenses (after deduction of any sums recovered or recoverable from all other sources) actually reasonably and necessarily incurred by the Insured to employ a new domestic helper for the replacement of the Insured Person during the Period of Insurance in the event that the Insured repatriated the Insured Person or returned her mortal remains to her country of residence and a valid claim is payable under Section 6 “Repatriation Expenses” of this Policy.
- 3.22** “**Surgical and Hospitalisation Expenses**” means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred by the Insured Person during the Period of Insurance for Hospital Confinement as an in-patient of a Hospital undergoing medical treatment or surgery.

#### 4. EXCLUSIONS

##### 4.1 Applicable to all Sections

**4.1.1** This Policy does not cover any claim, death, bodily injury, loss, damage, liability, cost and expense whatsoever directly or indirectly caused by, contributed to by, arising from, happening through or in consequence of:

- (a) any consequence of declared or undeclared war or any act thereof, invasion or civil war;
- (b) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat while sane or insane;
- (c) childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident;
- (d) intoxication by alcohol, narcotics or drugs not prescribed by a Registered Medical Practitioner and treatment in connection with addiction to drugs or alcohol;
- (e) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named;
- (f) any Injury, sickness, accident or disease sustained by the Insured Person outside the geographical area of Hong Kong unless such Injury is arising out of and in the course of employment whilst the Insured Person is accompanying the Insured an overseas trip; and if the Insured Person is recruited from outside Hong Kong the Insured Person has obtained a valid domestic helper working permit to enter that overseas country for work; and such overseas working permit is endorsed by the Immigration Department of the Hong Kong Special Administrative Region;
- (g) the Insured Person being in any violation of the laws or resistance to arrest;
- (h) any pre-existing Injury, sickness or disease already existed or with sign or symptom presented whether or not the Insured Person is or should have reasonably been aware of prior to the Effective Date. For the purpose of Sections 2, 3, 5 and 7, no benefits shall be payable for claim arising from any such pre-existing conditions which resulting in medical treatment being received within three (3) consecutive months immediately prior to the Effective Date. In the event that no medical treatment is sought for on such pre-existing conditions within three (3) consecutive months immediately after the Effective Date on the Insured Person, benefits under these Sections shall subsequently become effective;
- (i) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) nuclear weapons material;
  - (ii) ionising radiations 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-sustaining process of nuclear fission;
- (j) any actual or alleged liability for bodily injury (including illness, disease or death) or personal injury directly or indirectly contributed to, arising out of or resulting from:
  - (i) mining, processing, testing, remediation, transportation, disposal, sale, use, removal, distribution and/or storage of asbestos or any materials containing asbestos;
  - (ii) manufacture of asbestos products;
  - (iii) the existence of or exposure to asbestos or asbestos containing materials.

The above subsections (i), (ii) & (iii) exclusion apply only to those claims arising in consequence of inhalation and/or ingestion of asbestos fibre or damage to or loss of use property due to the presence of asbestos or any materials containing asbestos in whatever form or quantity.

##### 4.1.2 Terrorism Exclusion Endorsement (not applicable to Section 1)

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This endorsement 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 any act of terrorism.

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

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

#### **4.1.3 War and Civil War Exclusion Clause (not applicable to Section 1)**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any liability assumed by the Insured on loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

#### **4.1.4 Nuclear Energy Risks Exclusion Clause (not applicable to Section 1)**

This exclusion clause excludes Nuclear Energy Risks, for all purpose of this exclusion the term "Nuclear Energy Risks" shall mean all first party and/or third party insurances (other than Workers' Compensation or Employers' Liability) in respect of:

- (a) All Property on the site of a nuclear power station.  
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (b) All Property, on any site (including but not limited to the sites referred to in (a) above) used or having been used for:-
  - (i) the generation of nuclear energy or
  - (ii) the Production, use or Storage of Nuclear Material.
- (c) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (d) The supply of goods and services to any of the sites, described in (a) to (c) above, unless such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- (a) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (a) to (c) above (including contractors' plant and equipment).
- (b) any Machinery Breakdown or other Engineering insurance not coming within the scope of (a) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material. However, the above exemption shall not extend to:

- A. The provision of any insurance whatsoever in respect of:
  - (i) Nuclear Material,
  - (ii) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- B. The provision of any insurance for the undernoted perils:
  - fire, lightning, explosion,
  - earthquake,
  - aircraft and other aerial devices or articles dropped therefrom,
  - irradiation and contamination,
  - any other perils insured by the relevant local Nuclear Insurance Pool and/or Association,

in respect of any other property not specified in (A) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

#### Definitions

"Nuclear Material" means:-

- (a) nuclear fuel, other than natural uranium and depleted uranium, capable of production energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and
- (b) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:-

- a) any Nuclear Reactor,
- b) any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including and factory for the reprocessing of irradiated nuclear fuel, and
- c) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, Use or Storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials or whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:-

- a) for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and
- b) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

#### **4.2 Applicable to Section 1 (Employer’s Liability)**

This Policy does not cover any claim, death, bodily injury, loss, damage, liability, cost and expense whatsoever directly or indirectly caused by, contributed to by, arising from, happening through or in consequence of:

- 4.2.1** the Insured’s liability to employees of contractors to the Insured;
- 4.2.2** any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 4.2.3** any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- 4.2.4** 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 military or usurped power;
- 4.2.5** any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- 4.2.6** any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- 4.2.7** the Insured’s liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- 4.2.8** 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.

#### **4.3 Applicable to Section 2 (Clinical Expenses), Section 3 (Surgical and Hospitalisation Expenses) and Section 7 (In-patient Allowance)**

This Policy does not cover any claim, death, bodily injury, loss, damage, liability, cost and expense whatsoever directly or indirectly caused by, contributed to by, arising from, happening through or in consequence of:

- 4.3.1** nervous or mental disease or disorder, venereal disease, congenital anomalies or deformities, infertility, sterilisation and contraception;
- 4.3.2** Cancer and heart disease unless Cancer and Heart Disease Extension is insured. In the event of Cancer and Heart Disease Extension is insured, any claim arising from cancer and heart disease already existed or with sign or symptom presented whether or not the Insured Person is or should have reasonably been aware of prior to the Effective Date;
- 4.3.3** rest cure or physical check-ups;
- 4.3.4** cosmetic or plastic surgery unless to correct an injury for which this Policy covers;
- 4.3.5** vaccinations, immunization, injections or preventive medication.

#### **4.4 Applicable to Section 4 (Dental Expenses)**

This Policy does not cover any claim, death, bodily injury, loss, damage, liability, cost and expense whatsoever directly or indirectly caused by, contributed to by, arising from, happening through or in consequence of:

- 4.4.1** one-third of the amount of each and every adjusted claim payable;
- 4.4.2** any routine examination, scaling, polishing or cleaning and crowning;
- 4.4.3** cost of any bridges, braces and dentures.

#### **4.5 Applicable to Section 5 (Personal Accident Benefits)**

This Policy does not cover any claim, death, bodily injury, loss, damage, liability, cost and expense whatsoever directly or indirectly caused by, contributed to by, arising from, happening through or in consequence of:

- 4.5.1** Injury occurring outside the rest days of the Insured Person;
- 4.5.2** the Insured Person engaging or taking part in aeronautics other than as a ticket-holding passenger in an aeroplane operated by a regular air line or a multi-engined aeroplane operated by a recognised air charter company;
- 4.5.3** the Insured Person engaging or playing or practising boxing wrestling any form of unarmed combat winter sports ice hockey association or rugby football polo underwater activities requiring breathing apparatus water skiing climbing or mountaineering requiring ropes or guides pot holing and caving parachuting hang-gliding steeplechasing point to point show jumping hunting (either with gun or camera) motor cycling racing of any kind other than on foot boating or yachting beyond five kilometres off any coastline;
- 4.5.4** the Insured Person participating in a criminal act;
- 4.5.5** Injury of the Insured Person arising out of and in the course of the Insured Person’s employment. No claim will be entertained under this Section when liability is admitted under Section 1 of this Policy.

#### **4.6 Applicable to Section 6 (Repatriation Expenses) and Section 8 (Replacement Expenses)**

This Policy does not cover any claim, death, bodily injury, loss, damage, liability, cost and expense whatsoever directly or indirectly caused by, contributed to by, arising from, happening through or in consequence of:

- 4.6.1** any repatriation or transportation of mortal remains originating outside Hong Kong.

### **5. THE SCHEDULE OF BENEFITS**

#### **5.1 SECTION 1 – EMPLOYER’S LIABILITY**

If the Insured Person shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the geographical area of Hong Kong and arising out of and in the course of his employment by the Insured, the Company will subject to Limit of Indemnity and to the terms exceptions and conditions contained in or endorsed on this Policy indemnify the Insured against his legal liability in respect of such bodily injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant’s costs and expenses and also indemnify the Insured against

costs and expenses incurred by or on behalf of the Insured with the Company's written consent 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 Insured 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.

Further provided that:

- (a) the due observance and fulfillment of the terms exceptions and conditions contained in or endorsed on this Section in so far as they relate to anything to be done or not to be done or to be complied with by the Insured; and
- (b) the truth of the statements and answers in the Proposal and Declaration shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Section.

The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the terms exceptions and conditions contained in or endorsed on this Section in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the terms exceptions and conditions contained in or endorsed on this Section in so far as they can apply.

DEFINITIONS (Applicable to Section 1)

- (a) **"Disease"** means a disease contracted by the Insured Person as a result of her exposure to the nature of her employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.
- (b) **"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).
- (c) **"Ordinance"** means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- (d) **"Pneumoconiosis"** and **"Mesothelioma"** have the same meaning as assigned to that expression in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

LIMIT OF INDEMNITY

- (a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to the amount specified in the Policy Schedule as "Limit of Indemnity" irrespective of the number of Insured Person who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of the Insured in respect of a Disease contracted by an Insured Person due to the nature of his employment with the Insured which nature of employment applies during a period that extends over more than one policy period of insurance:
  - (i) the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the Limit of Indemnity of this Section that was in force at the time the nature of the Insured Person's employment to which such Disease was due first affected the Insured Person; and
  - (ii) subject to the limitation of paragraph (b)(i) hereof, the Company's indemnity to the Insured under this Section including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Insured Person's period of employment falling within the Period of Insurance of this Policy bears to the total period of his employment to the nature of which such Disease was due.
- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

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 Insured shall forth repay such amount to the Company.

TERRORISM ENDORSEMENT

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

- (a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employee's compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.

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

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

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

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

**5.2 SECTION 2 – CLINICAL EXPENSES**

The Company shall reimburse the Clinical Expenses incurred by the Insured Person up to:

- 5.2.1** Medical treatment from Registered Medical Practitioner (other than 5.2.2)..... HK\$200 per visit per day
- 5.2.2** Physiotherapist treatment followed by the first medical treatment was received from a Registered Medical Practitioner, and/or Chinese Medicine Practitioner treatment (including bone-setting and acupuncture)..... HK\$100 per visit per day and HK\$500 per year
- 5.2.3** Total maximum amount payable under this Section ..... HK\$4,000 per year

**5.3 SECTION 3 – SURGICAL AND HOSPITALISATION EXPENSES**

The Company shall reimburse the Surgical and Hospitalisation Expenses incurred by the Insured Person for Hospital Confinement as an in-patient of a Hospital undergoing medical treatment or surgery in accordance with the following benefit schedule:

- 5.3.1** Room, board and other miscellaneous hospital charges ..... HK\$300 per day
- 5.3.2** Surgical fee ..... HK\$10,000 per Disability
- 5.3.3** Anesthetist's fee ..... 25% of surgical fee but not exceeding HK\$2,500 per Disability
- 5.3.4** Operating theatre fee ..... 12.5% of surgical fee but not exceeding HK\$1,250 per Disability
- 5.3.5** Total maximum amount payable under this Section ..... HK\$30,000 per year

**5.4 SECTION 4 – DENTAL EXPENSES**

The Company shall reimburse two-thirds of the Dental Expenses incurred by the Insured Person up to HK\$1,500 per year.

**5.5 SECTION 5 – PERSONAL ACCIDENT BENEFITS**

The Company shall pay compensation provided hereunder in respect of an Injury which occurs during the rest days of the Insured Person and during the Period of Insurance, which, resulting in the Insured Person's death or disablement as stated and qualified hereunder, within 365 days after the date of accident:

- 5.5.1** Accidental Death ..... HK\$200,000
- 5.5.2** Loss of two or more limbs ..... HK\$200,000
- 5.5.3** Loss of sight of both eyes ..... HK\$200,000
- 5.5.4** Loss of one limb and sight of one eye ..... HK\$200,000
- 5.5.5** Total and Permanent Disablement ..... HK\$200,000
- 5.5.6** Loss of one limb ..... HK\$100,000
- 5.5.7** Loss of sight of one eye ..... HK\$100,000

Loss of limb shall mean physical severance of a hand or foot at or above the wrist or ankle or of an arm or leg at or above elbow or knee.

Loss of sight shall mean total and irrecoverable loss of all sight.

The Benefit under this Section is not applicable to any Insured Person who is a Hong Kong Permanent Resident.

**5.6 SECTION 6 – REPATRIATION EXPENSES**

The Company shall reimburse the Repatriation Expenses (after deduction of any sum recovered or recoverable from any other sources) reasonably and necessarily incurred up to HK\$20,000 per year.

**5.7 SECTION 7 – IN-PATIENT ALLOWANCE**

The Company shall pay In-patient Allowance of HK\$200 per day as a compensation on the loss of services to the Insured commencing from the 4th day of each uninterrupted Hospital Confinement of the Insured Person as an in-patient of a Hospital undergoing medical treatment or surgery during the Period of Insurance provided that the total amount payable under this Section shall not exceed HK\$6,000 per year.

**5.8 SECTION 8 – REPLACEMENT EXPENSES**

The Company shall reimburse the Replacement Expenses incurred up to HK\$5,000 per year.

**5.9 SECTION 9 – FIDELITY GUARANTEE**

The Company will pay the Insured for a pecuniary loss up to the maximum limit of HK\$3,000 for each year directly resulting from the act of fraud or dishonesty committed by the Insured Person.

Provided that:

- (a) the act of fraud or dishonesty must be committed during the Period of Insurance;
- (b) the act of fraud or dishonesty must be discovered during the Period of Insurance or within 30 days after the Policy expiry or within 30 days after death, dismissal or expiry of employment contract of the Insured Person, whichever is the sooner;
- (c) moneys due by the Insured to the Insured Person shall be deducted from any amount otherwise payable under this Section;
- (d) discovery of any act of fraud or dishonesty must be reported to the Police within 24 hours; and
- (e) the Insured should have duty to prove that the pecuniary loss is a direct result of the act of fraud or dishonesty committed by the Insured Person.

**6. WAITING PERIOD (applicable to Sections 2, 3, 4 & 7)**

- 6.1** A 10-day waiting period from the Effective Date for each Insured Person shall be applicable to Sections 2, 3, 4 and 7 of the Schedule of Benefits for the Insured Person. No benefits shall be payable under these Sections in respect of any event occurring during the waiting period.

**7. CONDITIONS**

**7.1 Applicable to all Sections**

- 7.1.1 Age Limit.** Unless otherwise specified in the Policy Schedule, the Insured Person shall be at age 18 to 65 at the time of Effective Date. The Policy shall not be renewable upon expiry when the Insured Person has attained the age of 66.
- 7.1.2 Precautions.** The Insured shall take all reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
- 7.1.3 Fraud.** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the benefits under this Policy, the Company shall have no liability in respect of such a claim.
- 7.1.4 Renewal Procedure.** Before renewing this Policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the preceding Period of Insurance including notice of any disease physical or mental defect or infirmity affecting the Insured Person.
- 7.1.5 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.
- 7.1.6 Claims Procedure.** Immediate notice shall be given to the Company of any occurrence likely to give rise to a claim under this Policy. Within thirty days of any occurrence likely to give rise to a claim under this Policy a detailed statement in writing describing the occurrence shall be delivered to the Company. All expenses shall, in the first instance, be paid by the Insured and original invoices and receipts submitted with the claim form to the Company for reimbursement.
- 7.1.7 Other Insurance.** If at the time a claim is made by the Insured under this Policy there is any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.
- 7.1.8 Waiver of Claims.** The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.
- 7.1.9 Subrogation.** The Company shall be entitled at its sole discretion to prosecute in the name of the Insured any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.
- 7.1.10 Proof of loss.** It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably required in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Person 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. The death of the Insured Person shall be established by an official death certificate. Any claim arising from the death of the Insured Person shall be payable to the Insured Person's legal personal representative.
- 7.1.11 Cancellation.** The Insured may at any time cancel this Policy by delivering to the Company a notice in writing whereupon the Company shall retain the short period premium (as shown hereunder) for the period the Policy has been in force provided that no claim has been made during the Covered Period.

Sections Insured: Section 1 to 9  
Period of Insurance: 1 Year

Covered Period	Short Period Premium
Not Exceeding 5 months	HK\$300.00
Not Exceeding 6 months	HK\$354.00
Not Exceeding 7 months	HK\$413.00
Not Exceeding 8 months	HK\$472.00
Over 8 months	Full Premium

Sections Insured: Section 1 to 9 plus Cancer and Heart Disease Extension  
Period of Insurance: 1 Year

Covered Period	Short Period Premium
Not Exceeding 4 months	HK\$300.00
Not Exceeding 5 months	HK\$370.00
Not Exceeding 6 months	HK\$444.00
Not Exceeding 7 months	HK\$518.00
Not Exceeding 8 months	HK\$592.00
Over 8 months	Full Premium

Sections Insured: Section 1 to 9  
Period of Insurance: 2 Years

First Year	
Covered Period	Short Period Premium
Not Exceeding 5 months	HK\$300.00
Not Exceeding 6 months	HK\$312.00
Not Exceeding 7 months	HK\$364.00
Not Exceeding 8 months	HK\$416.00
Over 8 months	HK\$520.00
Second Year	
Covered Period	Short Period Premium
Not Exceeding 5 months	HK\$780.00
Not Exceeding 6 months	HK\$832.00
Not Exceeding 7 months	HK\$884.00
Not Exceeding 8 months	HK\$936.00
Over 8 months	Full Premium

Sections Insured: Section 1 to 9 plus Cancer and Heart Disease Extension  
Period of Insurance: 2 Years

First Year	
Covered Period	Short Period Premium
Not Exceeding 4 months	HK\$300.00
Not Exceeding 5 months	HK\$327.50
Not Exceeding 6 months	HK\$393.00
Not Exceeding 7 months	HK\$458.50
Not Exceeding 8 months	HK\$524.00
Over 8 months	HK\$655.00
Second Year	
Covered Period	Short Period Premium
Not Exceeding 5 months	HK\$982.50
Not Exceeding 6 months	HK\$1,048.00
Not Exceeding 7 months	HK\$1,113.50
Not Exceeding 8 months	HK\$1,179.00
Over 8 months	Full Premium

Sections Insured: Section 1 to 9 plus 5 Star Top-up Cover  
Period of Insurance: 1 Year

Covered Period	Short Period Premium
Not Exceeding 3 months	HK\$300.00
Not Exceeding 4 months	HK\$380.00
Not Exceeding 5 months	HK\$475.00
Not Exceeding 6 months	HK\$570.00
Not Exceeding 7 months	HK\$665.00
Not Exceeding 8 months	HK\$760.00
Over 8 months	Full Premium

Sections Insured: Section 1 to 9 plus 5 Star Top-up Cover  
Period of Insurance: 2 Years

First Year	
Covered Period	Short Period Premium
Not Exceeding 3 months	HK\$300.00
Not Exceeding 4 months	HK\$342.00
Not Exceeding 5 months	HK\$427.50
Not Exceeding 6 months	HK\$513.00
Not Exceeding 7 months	HK\$598.50
Not Exceeding 8 months	HK\$684.00
Over 8 months	HK\$855.00
Second Year	
Covered Period	Short Period Premium
Not Exceeding 5 months	HK\$1,282.50
Not Exceeding 6 months	HK\$1,368.00
Not Exceeding 7 months	HK\$1,453.50
Not Exceeding 8 months	HK\$1,539.00
Over 8 months	Full Premium

Sections Insured: Section 1 & 5 only  
Period of Insurance: 1 Year

Covered Period		Short Period Premium
From	To	
Inception	Date of cancellation	Full Premium

Sections Insured: Section 1 & 5 only  
Period of Insurance: 2 Years

First Year		
Covered Period		Short Period Premium
From	To	
Inception	Date of cancellation	HK\$327.50
Second Year		
Covered Period		Short Period Premium
From	To	
Inception	Date of cancellation	Full Premium

Sections Insured: Section 1 only  
Period of Insurance: 1 Year

Covered Period		Short Period Premium
From	To	
Inception	Date of cancellation	Full Premium

The Company may at any time cancel this Policy by giving seven days' written notice to the Insured. This notice is to be posted by registered mail to the Insured at the address last notified to the Company. Proof of mailing shall be sufficient proof of notification. After the Policy has been cancelled by the Company, the Company will refund to the Insured the proportionate part of any premium paid in respect of the unexpired period of the Policy.

- 7.1.12 Contracts (Rights of Third Parties) Ordinance Clause.** Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
- 7.1.13 Arbitration.** All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 7.1.14 Governing Law.** This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.
- 7.1.15 Minimum Retained Premium.** Notwithstanding anything contained herein to the contrary of this Policy, in the event of any Policy amendment including cancellation requested by the Insured after Policy inception, the premium retained by the Company shall be subject to a minimum and non-refundable premium stated otherwise in the Policy Schedule or endorsement.
- 7.1.16 Sanction Limitation and Exclusion Clause.** The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

招商永隆保險有限公司  
CMB Wing Lung Insurance Company Limited

招商永隆銀行有限公司全資附屬公司  
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