



中銀集團保險有限公司

BANK OF CHINA GROUP INSURANCE COMPANY LIMITED

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SMART DOMESTIC HELPER INSURANCE PLAN POLICY

Whereas the Policyholder by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to BANK OF CHINA GROUP INSURANCE COMPANY LIMITED (hereinafter called "the Company") for the insurance hereinafter contained and has paid the premium as consideration for such insurance.

Now this Policy witnesses that subject to the terms, exclusions, conditions, limit of liability contained herein, affixed hereto or endorsed herein (all of which are deemed to be incorporated herein and collectively referred to as the Terms and Conditions of this Policy), the Company agrees to indemnify the Policyholder or the Insured Person in respect of any or all the contingencies hereinafter mentioned happening during the Period of Insurance.

Provided always that the truthfulness, accuracy and completeness of all information provided or declared in the proposal and declaration by the Policyholder, the due observance and fulfillment by the Insured Person of all the terms and conditions contained or incorporated herein shall be a condition precedent to any liability on the part of the Company under this Policy.

For the purpose of this Policy and where the context permits, words importing the singular number only also include the plural and vice versa and words importing the masculine gender only also include the feminine (except the Policyholder) and vice versa

PART I – DEFINITIONS

Any of the following words and expressions to which a specific meaning has been attached in this Policy, the Schedule, endorsement and any memoranda shall bear such specific meanings wherever it may appear.

- 1. Accident:** means a sudden, unexpected and unforeseen event which occurs in an involuntary manner.
- 2. 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.
- 3. Benefit Effective Date:** means in respect to any addition or upgrade of benefits after the Policy Effective Date, the commencement date of such benefit, subject to the respective waiting period (if any). The respective benefit effective date is specified in the Schedule or the subsequent endorsement to this Policy.
- 4. Bodily Injury:** means injury caused solely and directly by Accident via external, violent and visible means and which are independent of any other cause and not by Sickness or Disease or gradual physical or mental disorder.
- 5. Burglary:** means theft consequent upon actual forcible and violent entry into the Policyholder's Home.
- 6. Chinese Medical Practitioner:** means a listed or registered Chinese medical practitioner under the Chinese Medicine Ordinance of Hong Kong, Cap.549 but excluding the Policyholder, the Insured Person,

relatives or business partner of the Policyholder/ or the Insured Person.

- 7. Chiropractor/ Dentist/ Physiotherapist:** means a person duly qualified, licensed and legally registered as a Chiropractor/ Dentist/ Physiotherapist as a practitioner of chiropractic/ dental/ physiotherapy in Hong Kong, but excluding the Policyholder, the Insured Person, relatives or business partner of the Policyholder and/ or the Insured Person.
- 8. Confined/ Confinement/ Hospitalization:** means confinement in a Hospital which must be for a minimum period of six (6) consecutive hours before any Medical Benefits hereunder are payable, except that no minimum period of hospital confinement is required in respect of any expenses incurred at a Hospital in connection with any Emergency Treatment required as a result of (and within twenty four (24) hours following) Bodily Injury or in respect of fees charged by a Medical Practitioner as a result of an Bodily Injury for the performance of a surgical procedure or operation, or in respect of an operation received in a clinic or in a recognized "Day Care Surgical Centre" owned and operated as such by a Hospital.
- 9. Disability:** means Bodily Injury, Sickness or Disease and shall include all disabilities arising from the same cause including any and all complications arising therefrom, except that where after ninety (90) days following the latest medical Treatment or consultation no further Treatment for the said disability is required, any subsequent disability from the same cause shall be considered a separate disability.
- 10. Emergency:** means an event or a situation that Treatment is needed immediately in order to prevent death or permanent impairment of the Insured Person's health.
- 11. Eligible Expenses:** means Medically Necessary expense incurred in respect of a covered Disability,

which is Reasonable and Customary, incurred with respect to a Medical Condition that shall be reimbursed by the Company, but shall not exceed the actual charges incurred and the relevant maximum benefit limits specified in the Schedule and the Limit of Indemnity Table of this Policy.

- 12. Employees' Compensation Ordinance:** means Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- 13. Excess:** The amount of a claim, specified in this Policy, that the Policyholder must bear before any liability falls upon the Company.
- 14. Family Member:** means the Policyholder's spouse, child(ren), or relatives who permanently reside at Home during the Period of Insurance.
- 15. Home:** means the place of employment which is an address where the Insured Person is working in and specified in the employment contract and the Schedule or any subsequent endorsement.
- 16. Hong Kong:** means the Hong Kong Special Administrative Region of the People's Republic of China.
- 17. Hospital:** means a legally constituted establishment operated pursuant to the laws of the country in which it is based, and meeting all of the following requirements in that it
- (1) operates primarily for the reception and medical care and Treatment of sick, ailing or injured persons on an in-patient basis;
 - (2) admits in-patient only under the supervision of a Medical Practitioner one of whom is available for consultation at all times;
 - (3) maintains organized facilities for medical diagnosis and Treatment of such persons, and provides (where appropriate) facilities for major surgery within the Confinement of the establishment or in facilities controlled by or available to the establishment;
 - (4) provides full-time nursing service by and under the supervision of a staff of nurses;
 - (5) maintains at least one (1) legally licensed Medical Practitioner in residence;
- "Hospital" shall not include the following:
- (1) a mental institution; an institution Confined primarily to the Treatment of psychiatric disease including sub-normality; the psychiatric department of a hospital;
 - (2) a place for the aged; a rest home; a place for drug addicts or alcoholics;
 - (3) a health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, convalescent, rehabilitation, extended-care facility or rest home;
- 18. Insured Person Effective Date:** means the first day on which Insured Person is covered by this Policy. The respective Insured Person effective date is specified in the Schedule or the subsequent endorsement to this Policy.
- 19. Limit of Indemnity Table:** means the maximum limits of the covered benefit items that the Company is liable to pay under this Policy.
- 20. Insured Domestic Helper/ Insured Person:** means the named or unnamed Insured Person in the Schedule or any subsequent endorsement who is lawfully employed by the Policyholder and is eligible for and covered by the insurance provided in this Policy. The Insured Person must not be the relative of the Policyholder.
- 21. Loss of Eye:** means the complete and irrecoverable and irremediable loss of the sight of the eye.
- 22. Loss of Hearing:** means permanent irrecoverable loss of hearing rendering the Insured Person absolutely deaf in both ears irremediable by surgical or other means of Treatment.
- 23. Loss of Limb:** means loss by physical severance or total and permanent loss of use of a hand at or above the wrist or of a foot at or above the ankle.
- 24. Loss of Speech:** means total and permanent irrecoverable loss of speech irremediable by surgical or other means of Treatment.
- 25. Medical Condition:** means in respect to the Insured Person, the Bodily Injury and Sickness or Disease covered by this Policy.
- 26. Medically Necessary:** means the necessity to have a medical service which are:
- (1) consistent with the diagnosis and customary medical Treatment for the condition; and
 - (2) in accordance with standards of good and prudent medical practice; and
 - (3) not for the convenience of the Policyholder, the Insured Person, or any person coming within the scope of Chinese Medical Practitioner, Chiropractor, Dentist, Physiotherapist, Medical Practitioner, Anaesthetist and Specialist defined in this Policy; and
 - (4) performed at a Reasonable and Customary charge on Treatment of a covered Disability.
 - (5) Performed in the least costly Setting required for Treatment of a covered Disability.
- Experimental, screening test and preventive services or supplies are not considered Medically Necessary.
- 27. Medical Practitioner/ Anaesthetist:** means any person legally authorized by the government as a Western medical practitioner with jurisdiction in the geographical area of his practice to render medical or surgical service, but excluding the Policyholder, the Insured Person, relatives or business partner of the Policyholder and/or the Insured Person.
- 28. Money:** means cash, currency notes, bank notes, banker's drafts, securities, cheques, bonds, negotiable instruments, current postage stamps, traveler's cheques, postal or other money orders, travel tickets, gift tokens, coupons or luncheon voucher.
- 29. Period of Insurance:** means the period starting from the date of commencement of insurance as stated in the Schedule or any subsequent endorsement and terminating on the date of termination in accordance with "Part IV – Termination of Insurance" under this Policy.

- 30. Permanent Total Disablement:** means absolute continuous disablement from engaging in or giving alteration to any gainful occupation or carrying out normal duties in daily life for twelve (12) calendar months and at the end of that time being beyond hope of improvement.
- 31. Pneumoconiosis:** same meaning as the same as assigned to that expression in the Pneumoconiosis (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).
- 32. Policy Effective Date:** means the commencement date of the first Period of Insurance.
- 33. Policy Year:** means each continuous twelve (12) months period starting from the effective date of this Policy as specified in the Schedule.
- 34. Policyholder:** means the person named in the Schedule who is the legal employer of the Insured Person.
- 35. Pre-existing Condition:** means any Bodily Injury, Sickness or Disease, illness or physical condition which a) has existed before Policy Effective Date, Insured Person Effective Date or Benefit Effective Date (as the case may be) in respect of the Insured Person, and b) has manifested signs or symptoms regardless of whether the Insured Person or the Policyholder know or does not know or should have been reasonably known or aware of such illness.
- 36. Reasonable and Customary:** means, in relation to fees, a sum not exceeding a reasonable average of the fees charged under similar conditions by persons of equivalent experience and professional status in the area in which the service was provided; and in relation to material or services, shall mean a sum not exceeding a reasonable average of the charges for similar material or services in equivalent circumstances of quality and economic consideration in the same area as that in which any such material or services were obtained.
- 37. Schedule:** means the schedule attached to and forms part of this Policy.
- 38. Setting:** means a Hospital out-patient department, Hospital accommodation or clinical services as appropriate for Treatment.
- 39. Sickness or Disease:** means unforeseen sickness or disease commencing or contracted by the Insured Person during the Period of Insurance which is the direct and independent cause of loss for which the claim is made and which requires the attendance of a Medical Practitioner.
- 40. Specialist:** means a person who has completed western specialist course and been granted a qualified specialist certificate and is licensed to legally practice as particular medical specialists in Hong Kong, but excluding the Policyholder, the Insured Person, relatives or business partners of the Policyholder and/or the Insured Person.
- 41. Treatment:** means surgical or medical procedures, the sole purpose of which is the cure or relief of Bodily Injury or Sickness or Disease.

- 42. You, Your or Yourself:** means the Policyholder and/or the Insured Person.

PART II – INSURED BENEFITS

The Policyholder and each Insured Person's benefit shall be subject to the maximums (or maximum percentage), the limits, the respective covered benefits of the Insured Plan as applicable and as specified in the Schedule and the "Limit of Indemnity" table of this Policy. Any insured event must occur during the Period of Insurance in Hong Kong.

Section 1 - Basic Benefits

1. Clinical Expenses (Applicable to Essential Plan and Comprehensive Plan only)

The Company will reimburse the Policyholder (after deduction of any sums recovered or recoverable from all other sources) for the actual outpatient Eligible Expenses incurred for Medically Necessary Treatment provided by a Medical Practitioner in the event the Insured Person suffered from Sickness, Disease or Bodily Injury during the Period of Insurance in Hong Kong. The maximum benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

- (1) Outpatient Expenses and Prescribed Medicines and Drugs:
Outpatient medical consultation expenses, charges for prescribed medicines and drugs from any legitimate source and any laboratory and x-ray charges are incurred upon the advice of a Medical Practitioner.
- (2) Chinese Bone-setting, Physiotherapy and Chiropractic Treatment:
Expenses for Chinese Bone-setting, Physiotherapy and Chiropractic Treatment rendered by a Chinese Medical Practitioner, Physiotherapist and Chiropractor respectively.

2. Hospital and Surgical Expenses (Applicable to Essential Plan and Comprehensive Plan only)

The Company will reimburse the Policyholder for the actual Eligible Expenses incurred while the Insured Person is Confined in a Hospital as an inpatient on the recommendation of a Medical Practitioner for Medically Necessary Treatment or surgery due to Sickness, Disease or Bodily Injury during the Period of Insurance in Hong Kong. The maximum benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

- (1) Room and Board Fee
 - i. Room and Board
Benefit shall be payable when, upon recommendation of a Medical Practitioner, the Insured Person is registered as an inpatient in a Hospital for the Treatment of a Disability and incurs charges thereof. Benefit shall be payable in an amount equal to the actual charges made by the Hospital in respect of Room and Board, general nursing charges and the daily meal expenses incurred during the Confinement.
 - ii. Hospital Charges
Hospital charges shall be payable during the time the Insured Person is registered and staying as an inpatient in a Hospital for Treatment of a Disability and incurs charges thereof. Benefit shall be payable in an amount equal to the normal, proper and actual charges made by the Hospital in respect of Hospital

- charges during the Confinement.
- (2) **Surgical Fee (Including Outpatient Surgery Fee)**
If a surgical procedure or operation is performed on the Insured Person by a Medical Practitioner in a Confinement as recommended in writing by his Medical Practitioner, the Company shall reimburse the charges incurred for such surgical procedure or operation.
- (3) **Anesthetist's Fee**
Benefit shall be payable in an amount equal to the actual charges made as a result of the Insured Person using the service of Anaesthetist for surgical procedure.
- (4) **Operating Theatre Fee**
Benefit shall be payable for the use of the operating theatre for the carrying out of any surgical procedure during the Insured Person's Confinement.

Exclusions for item 1 "Clinical Expenses" and item 2 "Hospitalization and Surgical Expenses"

The Company shall not be liable for:

- (1) nervous or mental disease or disorder, venereal diseases, congenital anomalies and deformities, infertility or sterilisation;
- (2) rest cure or physical check-up;
- (3) cosmetic or plastic surgery unless to correct any Bodily Injury for which this Policy covers;
- (4) vaccinations, immunization, injection or preventive medication.
- (5) any expenses incurred and treatment received outside Hong Kong.

3. Dental Expenses (Applicable to Essential Plan and Comprehensive Plan only)

The Company will reimburse the Policyholder for two-thirds of the actual Eligible Expenses for Medically Necessary incurred by the Insured Person due to dental disease for oral surgery, Treatment of abscesses, X-ray, extractions or fillings rendered by the Dentist during the Period of Insurance in Hong Kong. The maximum benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

Exclusions for item 3 "Dental Expenses"

The Company shall not be liable for:

- (1) any routine examination, scaling, polishing or cleaning and crowning;
- (2) cost of any bridges, braces, dentures or dental prosthetics involving precious alloy restoration.
- (3) any expenses incurred and treatment received outside Hong Kong.

Waiting Period

A 15-day waiting period from the commencement of this Policy shall be applicable under Section 1 - item 1 "Clinical Expenses", item 2 "Hospitalization and Surgical Expenses" and item 3 "Dental Expenses" arising out of illness, disease or sickness (except arising from Accident) for the Insured Person during which no benefit shall be payable.

4. Personal Accident Benefit (Applicable to Essential Plan and Comprehensive Plan only)

If the Insured Person sustain Bodily Injury during his/her rest days in Hong Kong and not in the course of performance of any duty and such Bodily Injury shall result in Accidental death or Permanent Total Disablement within 12 calendar months from the date of the Accident, the Company will provide compensation to the Insured Person or the Insured Person's personal representatives. The maximum

benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy and in accordance with the followings items:

Benefits	Percentage of the maximum benefit payable under the Schedule and the Limit of Indemnity Table	
	Essential Plan	Comprehensive Plan
(1) Accidental Death	100%	100%
(2) Permanent Total Disablement	100%	100%
(3) Loss of both Limbs or both Eyes	100%	100%
(4) Loss of one Limb and one Eye	100%	100%
(5) Loss of one Limb or one Eye	50%	50%
(6) Permanent Loss of Hearing by both Ears	N/A	50%
(7) Permanent Loss of Hearing by one Ear	N/A	20%
(8) Permanent Loss of Speech	N/A	50%

Provisions for item 4 "Personal Accident Benefit":

- (1) No benefits will be payable unless any one of the above benefit items occurs within twelve (12) months from the date of Bodily Injury.
- (2) The maximum amount of all benefits payable for one or more Bodily Injuries sustained by the Insured Person within the Period of Insurance shall not exceed 100% of the amount up to the maximum benefits payable under this item specified in the Schedule and as stated in the Limit of Indemnity Table of this Policy.

Exclusions for item 4 "Personal Accident Benefit":

The Company shall not be liable for:

- (1) any bodily injury occurring within the working days of the Insured Person;
- (2) engaging in a sport in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sport;
- (3) engaging in flying activities other than as a fare-paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers;
- (4) Climbing, hang gliding and parachuting;
- (5) racing other than on foot or swimming;
- (6) diving to a sea-depth of more than 30 meters;
- (7) the Insured Person engaging in or taking part in driving.

5. Domestic Helper Personal Property Benefit (Applicable to Comprehensive Plan only)

The Company will reimburse the Insured Person's Personal Belongings and the replacement cost of personal travelling documents, where the accidental loss or damage occurred in the Policyholder's Home during the Period of Insurance. The maximum benefits payable by the Company under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

Excess: HK\$200 for each claim event.

Exclusions for item 5 "Domestic Helper Personal Property Benefit":

The Company shall not be liable for:

- (1) theft or Burglary if it occurs as a result of the

following circumstance:

- i if the Home is Unoccupied;
 - ii if the Home or any part is lent or let;
 - iii by deception unless deception is used to enter the Home.
- (2) intentional or malicious damage if it occurs as a result of the following circumstance:
- i if the Home is Unoccupied;
 - ii by a person lawfully in the Home.
- (3) loss of Money and Valuables, loss of or unauthorized use of credit cards and cash cards.
- (4) contact or corneal lenses.
- (5) mobile phone, pager, and their accessories.
- (6) records, discs and recording tapes.
- (7) sports equipment whilst in use.
- (8) detention, seizure, or confiscation by customs or other officials.
- (9) any Uninsurable Risks.

Definitions of item 5 “Domestic Helper Personal Property Benefit”

- (1) Personal Belongings: means clothing and articles of personal use that are specifically designed to be either worn or carried excluding portable phones of any kind, pagers, spectacles, contact lenses, Money, , Valuables and Specially Held Items.
- (2) Specially Held Items: means items which are held or used in connection with any profession business or employment or items which are insured under a separate policy.
- (3) Uninsurable Risks: means wear and tear or depreciation; rot, fungus, woodworm, beetle, moth, insects or vermin; mechanical or electrical fault or breakdown; any process of cleaning, dyeing, renovation, re-styling, repairing or restoring; any other gradually operating cause.
- (4) Unoccupied: means the Home has not been lived in for more than thirty (30) consecutive days.
- (5) Valuables: means watches, jewellery, gold, goldware, silver, silverware, antiques, sports equipment, precious metals/stones, camera, video cameras, furs, pictures or other works of art, photographic equipment, binoculars, telescopes, microscopes, curios, stamps or coins forming part of a collection.

6. Domestic Helper Personal Liability Benefit

The Company will indemnify the Policyholder against the Insured Person’s legal liability in Hong Kong to a third party including all costs and expenses actually incurred by the Policyholder for any one accident arising during the Period of Insurance as a result of the negligence of the Insured Person causing

- (1) Accidental Bodily Injury including death or disease to any person other than a member of the Policyholder’s Family Member; and
- (2) Accidental loss of or damage to property belonging to any person other than Family Member of the Policyholder.

The maximum benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

Exclusions for item 6 “Domestic Helper Personal Property Benefit”:

The Company shall not be liable for:

- (1) any agreement unless liability would have attached otherwise.
- (2) any ownership, possession or use of any mechanically and/or electrically propelled

vehicles and/or accessories, including but not limited to pedal cycles, motorcycles, aircraft and/or watercraft.

- (3) any ownership, possession of livestock, other domestic animals or living creatures, plants or trees and the like.
- (4) any occurrence happens at the Policyholder’s residence.
- (5) any food and drink poisoning.

7. Employer’s Liability Benefit

The Company will indemnify the Policyholder against liability under the Employees’ Compensation Ordinance of Hong Kong in the event the Insured Person suffers from Sickness or Disease or Bodily Injury arising out of and in the course of his/her employment during the Period of Insurance. The maximum benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

Exclusions for item 7 “Employer’s Liability Benefit”

The Company shall not be liable for:

- (1) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (2) any sum which the Policyholder would have been entitled to recover from any party but for an agreement between the Policyholder and such party;
- (3) any liability arising from Pneumoconiosis or noise-induced deafness;
- (4) any late payment surcharge for which the Policyholder may become liable under the Employees’ Compensation Ordinance;
- (5) any bodily injury, illness, disease or sickness sustained by the Insured Person outside Hong Kong.
- (6) any bodily injury by accident, illness, disease or sickness 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.

Provisions for item 7 “Employer’s Liability Benefit” Terrorism Clause:

In respect of any Bodily Injury or death by Accident or disease 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 any Bodily Injury or death by Accident or disease:

- (1) the Policy Limit of Indemnity under this item 7 shall be such amount the Company actually receives from the Government of the HKSAR (“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 HKSAR a facility to enable them to meet claims under Employees’ Compensation insurance policies in respect of Bodily Injury or death arising out of an event of terrorism (“the Facility Agreement”);
- (2) the Company will only be required to make

payment after it has received from the Government (1) an approval letter confirming that the Company should settle the claims and (2) payment under the Facility Agreement;

- (3) 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 any Bodily Injury or death by Accident or disease 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 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public, or any section of the public, in fear.

If the Company alleges that any Bodily Injury or death by Accident or disease falls within the scope of this clause, the burden of proving the contrary shall be upon the Policyholder.

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

8. Repatriation Expenses (Applicable to Essential Plan and Comprehensive Plan only)

In the event of serious Sickness or Disease or Bodily Injury of the Insured Person which is certified by a registered Medical Practitioner as medically unfit to work or death, the Insured Person's employment contract has to be terminated during the Period of Insurance. The Company will reimburse Policyholder for the reasonable and necessary expenses incurred with respect to the following:

- (1) the cost of repatriation for the Insured Person to his/her place of residence by scheduled flight (economy class) including the cost of ambulance transfer to and from the airport; or
- (2) the actual cost of repatriation for the Insured Person's body or ashes to the Insured Person's place of residence in the event of the death of the Insured Person.

The maximum benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

Exclusions for item 8 "Repatriation Expenses"

The Company shall not be liable for any expenses incurred if the Insured Person is medically unfit to work due to nervous or mental disease or disorder, venereal diseases, congenital anomalies and deformities, infertility, sterilisation.

9. Temporary Domestic Helper Allowance (Applicable to Essential Plan and Comprehensive Plan only)

If the Insured Person is Confined in the Hospital for four (4) consecutive days or above as an inpatient on the recommendation of a Medical Practitioner for Medically Necessary Treatment or surgery and unable to work, the Company will provide an allowance to

the Policyholder from the 4th day of the Confinement to cover the reasonable and necessary expenses actually incurred for the engagement of service of a temporary helper during the Period of Insurance. The Policyholder will provide any medical certificate/report to the Company. The maximum benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

Exclusions for item 9 "Temporary Domestic Helper Allowance"

The Company shall not be liable for:

- (1) nervous or mental disease or disorder, venereal diseases, congenital anomalies and deformities, infertility, sterilisation;
- (2) rest cure or physical check-up;
- (3) cosmetic or plastic surgery unless to correct any Bodily Injury which is covered under this Policy.

10. Replacement of Domestic Helper Expenses (Applicable to Comprehensive Plan only)

In the event of serious Sickness or Disease, Bodily Injury or death of the Insured Domestic Helper in Hong Kong result in the repatriation of the Insured Domestic Helper to his/her place of residence and his/her contract of service with the Policyholder has to be terminated during the Period of Insurance. The Company will reimburse the Policyholder for the reasonable and necessary expenses incurred for hiring a new domestic helper in Hong Kong. The maximum benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

Exclusions for item 10 "Replacement of Domestic Helper Expenses"

The Company shall not be liable for:

- (1) any expenses incurred if the Insured Domestic Helper is medically unfit to work for the reason of nervous or mental disease or disorder, venereal diseases, congenital anomalies and deformities, infertility, sterilisation;
- (2) medical check-up fee for the new Insured Domestic Helper;
- (3) flight ticket for new Insured Domestic Helper;
- (4) wages or salaries of the Insured Domestic Helper or the new Insured Domestic Helper.

11. Fidelity Protection Benefit (Applicable to Comprehensive Plan only)

The Company will reimburse the Policyholder for the actual pecuniary loss directly resulting from the act of fraud or dishonesty committed by the Insured Person. The maximum benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

Extension Benefits:

(1) Unauthorized Use of IDD

The Company will indemnify the Policyholder against international telephone call charges actually incurred resulting from unauthorized telephone calls committed by the Insured Person residing at the Home.

(2) Lock Replacement

The Company will reimburse the Policyholder for the reasonable and necessary expenses actually incurred for the replacement and installation of main door lock or metal gate lock, for the Home following the termination of employment contract with the Insured Person during the Period of Insurance due to discovery of any act of

dishonesty or fraud of the Insured Person and provided that

- i. a valid claim is payable under this item 11 "Fidelity Protection Benefit"; and
- ii. the replacement and installation of the said lock must be undertaken within seven (7) days after the termination of employment contract; and
- iii. sufficient supporting documents for the termination of employment contract to the satisfaction of the Company must be rendered; and
- iv. police report must be provided to the Company.

Provisions for item 11 "Fidelity Protection Benefit":

- (1) The act of fraud or dishonesty must be committed during the Period of Insurance;
- (2) The act of fraud or dishonesty must be discovered during the Period of Insurance or within thirty (30) days after the Policy expiry or within thirty (30) days after death, dismissal or expiry of employment contract of the Insured Person, whichever is the sooner;
- (3) Money due by the Policyholder to the Insured Person shall be deducted from any amount otherwise payable under this item 11 "Fidelity Protection";
- (4) Discovery of any act of fraud or dishonesty must be reported to the police within twenty-four (24) hours of the discovery;
- (5) It is the duty of the Policyholder to prove that his actual loss is a direct result of the act of fraud or dishonesty committed by the Insured Person.

12. Family Member Medical Expenses (Applicable to Comprehensive Plan only)

The Company will indemnify the Policyholder against the actual Eligible Expenses incurred by the Policyholder's Family Member who is living with the Policyholder and:

- (1) aged five (5) years old or below;
- (2) aged over seventy-five (75) years old;

if such Family Member sustains Bodily Injury caused by intentional or malicious act of the Insured Person during the Period of Insurance, provided that the incident must be reported to the police and a medical report being filed. The maximum benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

Provisions for item 12 "Family Member Medical Expenses":

It is the duty of the Policyholder to prove that the incident is caused by intentional or malicious act of the Insured Person.

Section 2 – Optional Enhanced Benefits (Each of the below benefits is operative if so stated in the Schedule)

13. Critical Illness Benefit

If the Insured Person is Confined for first diagnosed by a Specialist for any of forty (40) Critical Illnesses defined as below for the Treatment of a Disability recommended in writing by his attending Medical Practitioner during the Period of Insurance, the Company shall reimburse the Policyholder for the actual Eligible Expenses incurred for Medically Necessary Treatment. The maximum benefits payable under this item is specified in the Schedule and the

Limit of Indemnity Table of this Policy, but subject to deduction of any claimed benefit under Part II - Section 1, item 2 "Hospital and Surgical Expenses" of this Policy and the limit of hospital charges per day and the limit of surgical expense per event as specified in Part II - Section 1, item 2 "Hospital and Surgical Expenses" shall no longer apply in respect of such Critical Illness claim.

Provisions for item 13 "Critical Illness Benefit":

- (1) Benefit will be payable only if
 - i. this Policy and such covered benefit was in force at the date of onset of such Critical Illness and
 - ii. the date of onset of such Critical Illness occurred before the expiry of the Period of Insurance at which the Insured Person's age is sixty-five (65) and such covered benefit was in force.
- (2) Upon up to the maximum benefits payable under this item specified in the Schedule and as stated in the Limit of Indemnity Table of this Policy has been fully paid, the Company will be relieved from all further liability for that Insured Person and such Insured Person's Critical Illness benefit under item will be immediately terminated.

Exclusions for item 13 "Critical Illness Benefit"

The Company shall not be liable for:

- (1) resulting (directly or indirectly) from, or related to, or caused or contributed by (in whole or in part), any of the followings:
 - i. AIDS or HIV;
 - ii. a self-inflicted Injury or attempted suicide while sane or insane;
 - iii. any Pre-existing Condition (regardless of whether the Insured Person or the Policyholder has known or should have reasonably known or aware of such illness);
 - iv. intoxication by alcohol or drugs not prescribed by a Specialist;
 - v. violation or attempted violation of the law or resistance to arrest or participation in any criminal act;
- (2) where the signs or symptoms of which or the diagnosis of which first occurred within the ninety (90) days immediately following the Insured Person Effective Date or the effective date of last reinstatement of the Policy, whichever is later.
- (3) for which the Insured Person has been diagnosed prior to the Insured Person Effective Date, whether or not the earlier diagnosis is related to such Critical Illness giving rise to the claim.
- (4) Chinese herbalist's treatment expenses.

Definitions of Critical Illness

Critical Illness means one of the following:

(1) Alzheimer's Disease

Deterioration or loss of intellectual capacity or abnormal behavior as evidenced by the clinical state and accepted standardized questionnaires or tests arising from "Alzheimer's Disease" or irreversible organic degenerative brain disorders, excluding neurosis, psychiatric illness and any drug or alcohol related organic disorder, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the Insured Person. The diagnosis must be clinically confirmed by an appropriate consultant.

(2) Aplastic Anaemia

Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring Treatment with at least one of the following:

- i. blood product transfusion;
- ii. marrow stimulating agents;
- iii. immunosuppressive agents;
- iv. bone marrow transplantation.

The diagnosis must be confirmed by a Specialist haematologist.

(3) Bacterial Meningitis

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit persisting for at least one hundred and eighty-three (183) days. The diagnosis must be confirmed by a Specialist neurologist.

(4) Benign Brain Tumor

A non-cancerous tumor in the brain which either requires surgical excision or causes significant permanent neurological deficit persisting for at least one hundred and eighty-three (183) consecutive days. Cysts, granulomas, malformations in, or of the arteries or veins of the brain, haematomas and tumors in the pituitary gland or spine are not covered.

(5) Blindness

The total and irrecoverable loss of sight of both eyes due to traumatic Injury or disease. The diagnosis must be clinically confirmed by a Specialist ophthalmologist.

(6) Brain Damage

Irrecoverable impairment or total loss of intellectual capacity as a result of brain damage sustained in an Accident, such that permanent supervision or assistance is required to maintain survival.

(7) Cancer

Cancer is the presence of uncontrolled growth and spread of malignant cells and invasion of tissue.

Incontrovertible evidence of the invasion of tissue of definite histology of a malignant growth must be produced. The term "cancer" also includes leukemia, lymphomas and "Hodgkin's disease".

Excluded are non-invasive carcinomas in situ, any skin cancer except malignant melanomas, localized non-invasive tumors showing only early malignant changes and tumors in the presence of any Human-immunodeficiency virus.

(8) Cardiomyopathy

Condition of impaired ventricular function (of variable aetiology) resulting in permanent and irreversible physical impairment of at least "Class IV" on the "New York Heart Association (NYHA)" classification of cardiac impairment. The diagnosis of cardiomyopathy must be confirmed by a Specialist cardiologist. Cardiomyopathy includes dilated, hypertrophic and restrictive cardiomyopathy. Cardiomyopathy secondary to alcohol or drug abuse is excluded.

(9) Coma

A state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of life support systems for a period of at least ninety-six (96) hours, resulting in permanent neurological deficit and in the opinion of a Specialist neurologist.

(10) Coronary Artery Bypass Grafting

Open heart surgery to correct narrowing or blockage of two or more coronary arteries by the use of saphenous vein grafts or internal mammary grafting,

but excluding all non-surgical procedures such as balloon angioplasty or lasertechniques. Angiographic evidence of the underlying disease must be provided.

(11) Elephantiasis

The result and complication of filariasis, characterized by massive swelling in the tissues of obstructed circulation in lymphatic vessels. Unequivocal diagnosis of elephantiasis must be clinically confirmed by an appropriate Specialist including laboratory confirmation of microfilaria. The benefit does not cover "Lymphedema" caused by infection with a sexually transmitted disease, trauma, postoperative scarring congestive heart failure, or congenital lymphatic system abnormalities.

(12) Encephalitis

Severe inflammation of brain substance which results in significant and permanent neurological deficit persisting for at least one hundred and eighty-three (183) days as certified by a Specialist neurologist.

(13) End Stage Lung Disease

Either of the following conditions must be fulfilled

- i. all of the following
 - proof of necessary and permanent oxygen therapy for at least 8 hours/day and
 - "FEV1" test results of less than 1 litre
- or
- ii. all of the following
 - "FEV1" test results of less than 1 litre and
 - increase of resistance in the respiratory tracts to at least "0.5 kPa/l/s" and
 - residual volume greater than 60% of "TLC (total lung capacity)" and
 - increase of the intrathoracic gas volume to more than 170 (in percentage of the basic value).

(14) Fulminant Viral Hepatitis

A submassive to massive necrosis of the liver caused by the hepatitis virus, leading precipitously to liver failure excluding alcohol and drug abuse as certified by a Registered Medical Practitioner. The diagnostic criteria to be met are

- i. a rapidly decreasing liver size;
- ii. necrosis involving entire lobules, leaving only a collagen reticular framework;
- iii. rapidly degenerating liver function tests;
- iv. deepening jaundice.

(15) Heart Attack

Heart attack is the death of a portion of the heart muscle as a result of abrupt interruption of adequate blood supply to the area. The diagnosis should be based upon all of the following criteria:

- i. a history of typical chest pain,
- ii. new electrocardiographic changes characteristic of myocardial infarction;
- iii. an elevation in cardiac enzyme levels.

(16) Heart Valve Replacement

The actual undergoing of the replacement of one or more heart valves with artificial valves due to stenosis or incompetence. Heart valve repair and valvotomy are specifically excluded.

(17) HIV Through Blood Transfusion

The Insured Person being infected by "Human Immunodeficiency Virus" provided that:

- i. the infection is due to a blood transfusion received after the Insured Person Effective Date or the reinstatement date of this benefit, whichever is later; and
 - ii. the institution which provided the transfusion admits liability or there is a final court verdict that cannot be appealed indicating such liability; and
 - iii. the infected Insured Person is not a haemophiliac.
- This benefit will not apply in the event that any

medical cure is found for AIDS or the effects of the HIV virus.

(18) Kidney Failure

End stage renal failure due to chronic irreversible failure of both kidneys to function. This must be evidenced by the Insured Person undergoing regular renal dialysis or having had renal transplantation.

(19) Liver Failure

End stage liver failure with permanent jaundice that in general medical opinion will not improve in future and resulting in either ascites and encephalopathy.

(20) Loss of Hearing

Total and irreversible loss of hearing for all sounds as a result of traumatic injury or disease. Medical evidence is to be supplied by a Specialist otolaryngologist and to include audiometric and sound-threshold test.

(21) Loss of Independent Existence

Confirmation by a consultant Physician of the loss of independent existence, resulting in a permanent inability to perform any three (3) of the Activities of Daily Living. Activities of Daily Living are defined as:

- i. Dressing – the ability to put on and take off clothing without assistance;
- ii. Toileting – the ability to use the toilet, including getting on and off without assistance;
- iii. Mobility – the ability to get in and out of bed and a chair without assistance;
- iv. Continence – the ability to control bowel and bladder function;
- v. Feeding – the ability to get food from a plate into the mouth without assistance;
- vi. Bathing and showering – the ability to bathe and shower without assistance.

(22) Loss of Limbs

The irreversible severance from the body of two or more limbs where severance is above the knee or elbow.

(23) Loss of Speech

Total and irrecoverable loss of the ability to speak which must be established for a continuous period for three hundred and sixty five (365) days. Medical evidence is to be supplied by a Specialist otolaryngologist and to confirm Injury or disease to the vocal chords. All psychiatric related causes are excluded.

(24) Major Burns

Third degree burns resulting in full thickness skin destruction of at least 20% of the total skin area.

(25) Major Organ Transplant

The actual undergoing of a transplant of heart, lung, liver, kidney, pancreas or bone marrow as a recipient.

(26) Motor Neurone Disease

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

(27) Multiple Sclerosis

Unequivocal diagnosis by a Specialist neurologist and confirmed by image scanning investigation indicating more than one episode of well-defined neurological symptoms with persistent signs of involvement of the optic nerves, brain stem and spinal cord together with impairment of coordination and motor and sensory function.

(28) Muscular Dystrophy

The diagnosis of muscular dystrophy will require confirmation by a Specialist neurologist and will have to be based on all of the following

- i. family history of other affected individuals;
- ii. clinical presentation including absence of sensory

disturbance, normal cerebrospinal fluid, mild tendon reflex reduction;

iii. characteristic electromyogram;

iv. clinical suspicion confirmed by muscle biopsy and which in the opinion of the Company confirms the diagnosis of muscular dystrophy;

v. results in the inability of the Insured Person to perform without assistance three (3) or more Activities of Daily Living (same definitions applies as in the above item 21).

(29) Paraplegia/Paralysis

The complete and permanent loss of use of two or more limbs through paralysis.

(30) Parkinson’s Disease

Unequivocal diagnosis of “Parkinson’s Disease” by a Specialist neurologist where the condition

- i. cannot be controlled with medication;
- ii. shows signs of progressive impairment;
- iii. results in the inability of the Insured Person to perform without assistance three (3) or more Activities of Daily Living (same definitions applies as in the above item 21).

Only idiopathic “Parkinson’s Disease” is covered. Drug-induced or toxic causes of “Parkinsonism” are excluded.

(31) Poliomyelitis

Unequivocal diagnosis by a Specialist neurologist of infection by the polio virus leading to paralytic disease as evidenced by impaired motor function or respiratory weakness. Cases not involving paralysis will not be eligible for benefit. Other causes of paralysis are specifically excluded.

(32) Progressive Bulbar Palsy

Degenerative wasting of the muscles including the bulbar muscles as diagnosed by a Specialist neurologist.

(33) Primary Pulmonary Arterial Hypertension

Primary pulmonary arterial hypertension as established by clinical and laboratory investigations including cardiac catheterization and as diagnosed by a cardiology Specialist. The following diagnostic criteria must be met

- i. dyspnoea and fatigue;
- ii. increase in left atrial pressure (by at least 20 units);
- iii. pulmonary resistance of at least three units above normal;
- iv. pulmonary artery pressures of at least 40 mm Hg;
- v. pulmonary wedge pressure of at least 8 mm Hg;
- vi. right ventricular end-diastolic pressure of at least 8 mm Hg;
- vii. right ventricular hypertrophy, dilation and signs of right heart failure and decompensation.

(34) Severe Rheumatoid Arthritis

Widespread joint destruction with major clinical deformity of three (3) or more of the following joint areas: hands, wrists, elbows, cervical spine, knees, ankles, metatarsophalangeal joints in the feet. The Insured Person is then completely unable to engage in any gainful occupation or employment for the remainder of his life. Diagnosis should be confirmed by Specialist rheumatologist with evidence of the following:

- i. morning stiffness in and around joints lasting at least 1 hour before maximal improvement;
- ii. symmetric arthritis;
- iii. subcutaneous rheumatoid nodules observed by a Physician;
- iv. serum rheumatoid factor positive;
- v. radiographic changes of erosions or unequivocal bony decalcification localized in or most marked adjacent to the involved joints.

(35) Stroke

Any cerebrovascular incident (or Accident) producing neurological sequelae lasting more than 24 hours and permanent neurological deficit as confirmed by Specialist neurologist, including:

- i. infarction of brain tissue,
- ii. haemorrhage from an intracranial vessel and
- iii. embolisation from an extracranial source.

(36) Surgery To Aorta

The actual undergoing of open heart surgery for disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta, but not its branches. Traumatic Injury to the aorta is excluded.

(37) Terminal Illness

The Insured Person must be suffering from a disease which in the opinion of a medical Specialist and supported by a Registered Medical Practitioner specified by us, is likely to lead to death within three hundred and sixty five (365) days from the date of notification.

(38) Total And Permanent Disability

After twelve (12) calendar months of continuous total disability which has resulted from Bodily Injury or Sickness or Disease the Insured Person is completely unable to engage in any gainful occupation or employment for the remainder of his life.

(39) Tuberculous Meningitis

Inflammation of the membranes of the brain or spinal cord by "TB" infection resulting in significant neurological deficit which leads to the permanent inability to perform at least three (3) out of the six (6) Activities of Daily Living (same definitions applies as in the above item 21) without the assistance of another person.

(40) Vegetative State (persistent)

A clinical state of unconsciousness with no cerebral cortical function, no reaction or response to external stimuli or internal needs, but with remaining function of the brainstem, persisting continuously with the use of life support system for a period of at least thirty (30) days. Permanent neurological deficit, as certified by a Specialist neurologist, must be present.

The Company reserves the right to change any definition of Critical Illness as found in the above from time to time to reflect advancement in medical technology associated with the diagnosis or Treatment in that Critical Illness.

14. Early Termination of Employment Contract Benefit

If the early termination of employment contract has occurred twice within Policy Year, either the Insured Domestic Helper resigns or being dismissed by the Policyholder, the Policyholder will be reimbursed for the reasonable and necessary expenses incurred for hiring a new Domestic Helper in Hong Kong. The maximum benefits payable under this item is specified in the Schedule and the Limit of Indemnity Table of this Policy.

Excess: HK\$500 of each claim event.

Provisions for item 14 "Early Termination of Employment Contract Benefit":

The Policyholder, who claims for this item, will be required to provide all related documents including the confirmation document of Termination of Employment Contract with the Domestic Helper from Immigration Department of the Government of the Hong Kong Special Administrative Region.

Exclusions for item 14 "Early Termination of Employment Contract Benefit":

The Company shall not be liable for the Insured Domestic Helper, who has been employed before the Policy Effective Date, in the event that he/she either resigns or being dismissed for early termination of employment contract within the first sixty (60) days from the commencement of Policy Effective Date.

PART III – GENERAL EXCLUSIONS (Applicable to the whole of this Policy)

The Company shall not be liable in respect of

1. War and Terrorism Exclusion (Including Contamination and Explosive)

- (1) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - i. war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - ii. any act of terrorism

(Not applicable to "Employees Compensation Insurance - Terrorism Clause under item 7, SECTION 1 of PART II)

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

This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, prevention, suppressing or in any way relating to (i) and/or (ii) above.

(2) TERRORISM EXCLUSION CLAUSE FOR CONTAMINATION AND EXPLOSIVES (Not applicable to "Employees Compensation Insurance - Terrorism Clause under item 7, SECTION 1 of PART II)

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

1. biological or chemical contamination;
2. missiles, bombs, grenades, explosives.

due to any act of terrorism.

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

including the intention to influence any government and/or put the public, or any section of the public, in fear.

For the purpose of 1 “contamination” means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

- (3) If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Policyholder.
- (4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
2. any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (3) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
3. any claim arising from intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereof whether sane or insane;
4. any claim arising from childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident;
5. any claim arising from intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with drugs or alcohol;
6. any claim arising from HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused;
7. any claim arising from pre-existing condition for which the Insured Person had received medical treatment, diagnosis, consultation or prescribed drugs prior to this Period of Insurance;
8. all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - (1) Asbestos, or
 - (2) Any actual or alleged asbestos-related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
9. any Insured Person is aged below 18 or over 65 at the date of inception of this insurance under general exclusion, unless specially mentioned to the contrary.
10. any bodily injury, illness, disease, sickness, accident or insured event occurred outside Hong Kong.

11. IT CLARIFICATION CLAUSE

Property damage covered under this Policy shall mean

physical damage to the substance of property. Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure. Consequently, the following are excluded from this Policy:

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

PART IV – TERMINATION OF INSURANCE

1. Termination by the Policyholder

During the Period of Insurance, the Policyholder can terminate this Policy by giving seven (7) days notice in writing to the Company provided that no claim has arisen or paid under this Policy during a particular Period of Insurance. Such termination shall become effective on the date the notice is received by the Company, or the date specified in the notice, whichever is later. The premium payable shall be adjusted on the basis that the Company shall retain in accordance with the period covered under the following table and the balance will be refunded to the Policyholder.

Period Covered (not exceeding)	Premium Refund
5 months	50%
6 months	40%
7 months	30%
8 months	20%
9 months	10%
Over 9 months	0%

- (1) For “Local Domestic Helper Plan”, no premium refund shall be made under any circumstance for the termination or cancellation of this Policy, and full premium shall be paid by the Policyholder.
- (2) For payment made in each year, all premium paid annually for that particular Policy Year will at all time be subject to the above premium refund rules. In the event that any claim has arisen or paid under this Policy during a particular Policy Year, the Policyholder is required to pay 100% of annual premium as the minimum premium required by the Company.
- (3) For 2-year coverage policies, (i) if termination shall take place in the 1st Policy Year, in addition to the balance of the 1st year premium refundable which is to be calculated in accordance with the above table, the 2nd year premium paid will also be fully refunded and in such cases reference to annual premium shall mean the 1st year premium paid; and (ii) if termination shall take place in the 2nd Policy Year, the balance of the 2nd year premium refundable is to be calculated in accordance with the above table and reference to annual premium shall mean the 2nd year premium

paid.

2. Termination by the Company

- (1) The Company shall be entitled at any time to terminate this Policy, or to subject this Policy to different terms, if the Policyholder and/or Insured Person has at any time failed to observe the Terms of this Policy or failed to act with utmost good faith.
- (2) The Company may terminate this Policy by giving seven (7) days notice in writing to the Policyholder and such notice shall be delivered to the Policyholder or sent by letter to the Policyholder at his last known address.. The cancellation shall become effective from the seventh (7th) day after such notice has been issued for payment made in each Period of Insurance. For payment made in each Period of Insurance, the Policyholder shall be entitled to the return of a proportionate part of the premium for the unexpired period of coverage provided no claim has arisen or paid under the Policy during a particular Period of Insurance.

3. Automatic Termination

This Policy shall terminate forthwith upon the death of the Policyholder or no replacement of the Insured Person.

4. Termination due to non-payment of premium

In the event that initial premium charged to the Policyholder is not paid, this Policy shall be deemed to be void from the commencement date of insurance as specified in the Schedule. If any subsequent premium is not paid on its due date, this Policy will be terminated on that due date.

PART V – PREMIUM

1. This Policy shall become effective upon payment of the premium.
2. Premium shall be paid in accordance with the amount stated in the Schedule, endorsement and any memoranda and shall be paid on the commencement date of this Policy and each subsequent Period of Insurance for premium settled.
3. If the Policyholder requests to change the premium payment mode, Policyholder shall give notice in writing to the Company at least thirty (30) days before the expiry date of the coming Period of Insurance and such change shall become effective only on the first day of the subsequent renewal Period of Insurance.

PART VI – RENEWAL (Applicable to Local Domestic Helper Plan (1 Year), Essential Plan and Comprehensive Plan only)

1. Payment of the required renewal premium by the Policyholder upon each renewal Period of Insurance for payment, will continue this Policy to be in force until the expiry date of that Period of Insurance.
2. This Policy will be automatically renewed upon payment of premium by the Policyholder unless written notice of changes in Policy Terms and conditions or cancellation has been given by the Company prior to the renewal date of the coming Period of Insurance. No renewal documents are issued and the Policyholder's existing Policy plus premium payment is the evidence of valid cover under this Policy.
3. The Company reserves the right to cease offering this plan, revise the benefits, premiums and other terms and conditions of this Policy upon expiry date of each renewal. If the Company decides to cease offering this plan, the Company shall provide alternative insurance

option(s) to the Policyholder and Insured Person at the same time.

4. Revision of Benefit Structure

The Company reserves the right to revise the benefit structure under this Policy. The Company shall give the Policyholder a written notice no less than thirty (30) days prior to the end of a Period of Insurance of such revision specifying the revised Schedule and the Limit of Indemnity Table, the new premium and its effective date. The revised Schedule and the Limit of Indemnity Table and new premium shall take effect on the date specified unless the Policyholder declines in writing in which case this Policy shall automatically terminate on the next premium due date following the date of such written notification. Following each revision, an endorsement shall be issued together with the revised Schedule and the Limit of Indemnity Table.

PART VII – CHANGE INSURED PLAN (Applicable to Essential Plan and Comprehensive Plan only)

Thirty (30) days before the expiry date of each Period of Insurance, the Policyholder can give written notice to the Company for any changes of insured Plan in PART II. Subject to the approval by the Company, the new insured Plan and premium will be effective only on the first day of the subsequent renewal Period of Insurance.

PART VIII – DUPLICATE APPLICATION, ALTERATION OF INSURED PERSON

1. Duplicate Application

The Policyholder or Insured Person shall not be covered under more than one "Smart Domestic Helper Insurance Plan" Policy issued by the Company for the same insured period. In the event that the Policyholder or Insured Person is covered under more than one such policy under the Company, the Company will consider that person to be insured under the policy that provides the highest amount of benefit. Where the benefit under each such policy is identical, the Company will consider that person to be insured under the policy first issued. The Company will refund any duplicated insurance premium payment that may have been made by or on behalf of that person and the duplicated Policy shall be void in respect of such particular Insured Person.

2. Alteration of Insured Person

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

PART IX - CLAIMS CONDITIONS (Applicable to whole Policy unless specifically provided in the individual PART/SECTION when such provision will prevail)

1. In the event of any happening which may give rise to a claim under this Policy, the Policyholder and/or Insured Person
 - (1) shall give notice as soon as possible in writing to the Company;
 - (2) shall make a formal report to the police immediately if there has been Burglary, theft or robbery or any attempt thereof;
 - (3) shall at his own expense supply the Company with full particulars in writing as soon as possible and in any case not later than thirty (30) days after the occurrence of the Accidental physical loss or damage. The Policyholder and/or Insured Person should render his full co-operation during the course of investigation or

assessment of the claim;

- (4) shall immediately send to the Company any writ, summons or other legal proceedings issued or commenced against the Policyholder and/or Insured Person and shall at his own expense give all necessary information and assistance whenever being requested by the Company to enable the Company to settle or resist any claim or to institute proceedings, if a claim may arise from legal liability or Employees' Compensation;
 - (5) shall not incur any expenses in making good any Accidental physical loss or damage and shall not negotiate, pay, settle, admit or repudiate any claim without the written consent of the Company;
 - (6) shall at his own expense give the Company all such records, books of account or document or other such information or medical report issued by a Registered Medical Practitioner as the Company may reasonably require for investigating or verifying a claim;
 - (7) shall pay and obtain an official receipt issued by a Registered Medical Practitioner together with a "Medical Certificate" showing the nature of the Bodily Injury or Sickness or Disease if medical attention is received for Bodily Injury or Sickness or Disease;
 - (8) shall report to the police at the place of loss within twenty-four (24) hours of discovery and a report must be obtained for any loss of Money or property;
 - (9) shall at his own expense give the Company the death certificate in case of the death of the Policyholder and/or Insured Person.
2. The Company shall be entitled
- (1) to take over in the name and on behalf of the Policyholder and/or Insured Person the absolute conduct, control and settlement of any proceedings instituted by a third party against the Policyholder and/or Insured Person in respect of any liability covered by this Policy;
 - (2) to take proceedings at its own expense and for its own benefit, but in the name of the Policyholder and/or Insured Person to recover compensation or secure indemnity from any third party in respect of anything covered by this Policy;
 - (3) to pay at anytime to the Policyholder the limit of liability under legal liability or Employees' Compensation or any lesser amount for which any claim or claims can be settled and upon such payment the Company shall relinquish conduct and control of and be under no further liability under that SECTION(S) in connection with such claim or claims except for costs and expenses incurred with the written consent of the Company in respect of the conduct of such claim or claims before the date of such payment.
3. If at the time of any happening giving rise to any Accidental physical loss, damage, expense or liability for which indemnity is provided under this Policy (except PART II - SECTION 1, item 4 Personal Accident Benefit), there shall be any other insurance against such Accidental physical loss, damage, expense or liability or any part thereof the Company shall not be liable for more than its rateable proportion thereof.
4. It is a condition precedent to any liability of the Company under this Policy that the Policyholder shall at his own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Policyholder 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 postmortem examination of the body.

PART X – GENERAL CONDITIONS (applicable to whole Policy unless specifically provided in the individual PART/ SECTION when such provision will prevail)

1. Interpretation

This Policy and the Schedule, memoranda and endorsement hereto shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy, Schedule, memoranda or endorsement shall bear such specific meaning wherever it may appear. If there is any inconsistency in the English and Chinese versions, the English version shall prevail.

2. Compliance with Conditions

The due observance and fulfillment of all the Terms of this Policy by the Policyholder and/or Insured Person or anyone acting on his behalf insofar as they relate to anything to be done or complied with by the Policyholder or anyone acting on his behalf shall be a condition precedent to any liability of the Company to make any payment under this Policy.

3. Entire Contract and Changes

This Policy, including the Schedule, certificate, Limit of Indemnity Table, endorsements, any memoranda, appendix and amendments (if any), will constitute the entire contract between the parties. Any change in this Policy is not valid unless evidenced by the Company's endorsement or amendment. The Company reserves the right to underwrite, amend the terms and/or adjust the premium and maximum limit for coverage under this Policy.

4. Reasonable Preventions

The Policyholder and/or Insured Person shall exercise all reasonable precautions to

- (1) prevent Accidents, Bodily Injury, Sickness or Disease, loss or damage;
- (2) avoid incurring liabilities;
- (3) comply with obligations and regulations imposed by any "Statute or Authority"; and
- (4) select and supervise competent the Insured Person.

5. Forfeiture

If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Policyholder and/or Insured Person or anyone acting on his behalf to obtain any benefit under this Policy; or, if the Accidental physical loss or damage be occasioned by the willful act, or with the connivance of the Policyholder and/or Insured Person or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in case of an arbitration taking place in pursuance of "Part X – General Conditions – 10" of this Policy) within three (3) months after the arbitrator or arbitrators or umpire shall have made their award, all benefit under this Policy shall be forfeited.

6. Time Limit

In no case whatever shall the Company be liable for any Accidental loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

7. Non-transfer of the Policyholder's right

Unless otherwise expressly stated nothing contained herein shall give any rights against the Company to any person other than the Policyholder. Further the Company shall not be bound by any passing of the interest of the Policyholder otherwise than by death or operation of law unless and until the Company shall by endorsement declare the insurance to be continued. The

extension of the Company's liability in respect of the property of any person other than the Policyholder shall give no right of claim under this Policy to such person, the intention being that the Policyholder shall in all cases claim for and on behalf of such person and the receipt of the Policyholder shall in any case absolutely discharge the Company's liability under this Policy in respect of such loss.

8. Reinstatement

If this Policy is terminated for any reasons, acceptance and approval of a subsequent proposal form by the Company shall reinstate this Policy. The reinstated Policy shall provide benefits only for Accidental physical loss or damage that occurs after the date of reinstatement.

9. Alteration in Risk

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

(2) This Policy may be voided if there is any alteration on the Policyholder and/or Insured Person's interest, unless any such alteration has been agreed in writing by the Company or due to the operation of law.

10. Arbitration

All difference 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 the arbitrators, 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 Policyholder and/or Insured Person for any claim hereunder and such claim shall not within twelve (12) 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 hereafter be recoverable hereunder.

11. Warranty

It is warranted that whenever the Home are left unattended all locks bolts and other security protections fitted to the Home including any security measures that may be required by the Company, are in full and effective operations.

12. Proper Law and Jurisdiction

This Policy shall be subject to the jurisdiction of Hong Kong Special Administrative Region and shall in all respects be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the Courts of Hong Kong Special Administrative Region shall have sole and exclusive jurisdiction in relation to any dispute, claim or legal proceedings arising from anything or matter in connection with this Policy.

13. Interest

No claim payment under this Policy shall carry interest.

14. Prohibition on Trust or Assignment:

This Policy is not assignable and the Policyholder warrants that this Policy is not subject to a trust and will not be made subject to a lien or charge and that this Policy will be kept in the Policyholder's possession throughout the effective period of this Policy.

15. Avoidance of certain Terms and rights of recovery

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

16. Currency

Premium and benefits payable under this Policy shall be in the currency of Hong Kong and based on the exchange rate prevailing at the date of loss.

17. Errors and Omissions

Clerical errors in keeping the records shall not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated. If the age or date of birth or other relevant facts relating to the Insured Person shall be found to have been inadvertently misstated, and if such misstatement affects the scale of benefits or has anything to do with the coverage or any provisions or Terms under this Policy, the true age and facts shall be used in determining whether benefits are secured under the Terms of this Policy, and if so, in what amount, and an adjustment of premium shall be made by the Company in its absolute discretion in the event it considers benefits are payable under this Policy.

NOTICE: Notwithstanding anything contained herein to the contrary, in the event of cancellation or alteration of this Policy, the minimum premium will be charged at the discretion of the Company.

Limit of Indemnity Table

Insured Items & Coverage	Maximum Limit (HK\$)		
	Local Domestic Helper ¹	Foreign Domestic Helper	
	Local Domestic Helper Plan	Essential Plan	Comprehensive Plan
Basic Benefits			
Domestic Helper Benefit Items			
1. Clinical Expenses Suffered from Sickness, Disease or Bodily Injury of the Insured Domestic Helper. (1) Out-patient expenses, prescribed medicines and drugs (2) Chinese Bone-setting, Physiotherapy and Chiropractic Treatment Waiting period: 15 days (except arising from Accident)	Not applicable	\$2,000/ year ² \$150/ visit/ day \$500/ year ² (\$100/ visit/ day)	\$3,500/ year ² \$200/ visit/ day \$500/ year ² (\$100/ visit/ day)
2. Hospital and Surgical Expenses Medical expenses arising from Sickness, Disease or Bodily Injury of the Insured Domestic Helper. (1) Room and board fee (2) Surgical fee (including outpatient surgery) (3) Anesthetist's fee (4) Operating theatre charges Waiting period: 15 days (except arising from Accident)		\$20,000/ year ² \$300/ day \$10,000/ event \$2,500/ event \$1,250/ event	\$35,000/ year ² \$300/ day \$16,000/ event \$4,000/ event \$2,000/ event
3. Dental Expenses Two-thirds of dental expenses actually incurred for oral surgery, Treatment of abscesses, X-ray, extractions or fillings for the Insured Domestic Helper, provided that such Treatment is received from a legally qualified and registered Dentist. Waiting period: 15 days (except arising from Accident)		\$1,000/ year ²	\$1,500/ year ²
4. Personal Accident Benefit Arising from Bodily Injury of the Insured Domestic Helper during rest day in Hong Kong. (1) Accidental death (2) Permanent Total Disablement (3) Loss of use of both Limbs or Eyes (4) Loss of use of one Limb and one Eye (5) Loss of use of one Limb or one Eye (6) Permanent Loss of Hearing by both ears (7) Permanent Loss of Hearing by one ear (8) Permanent Loss of Speech		\$100,000 \$100,000/ event \$100,000/ event \$100,000/ event \$50,000/ event Not applicable Not applicable Not applicable	\$200,000 \$200,000/ event \$200,000/ event \$200,000/ event \$100,000/ event \$100,000/ event \$40,000/ event \$100,000/ event
5. Domestic Helper Personal Property Benefit Covers the accidental loss or damage of personal property and the replacement cost or travel document of the Insured Domestic Helper happened at Policyholder's Home. (Excess: the first HK\$200 per claim event)		Not applicable	\$10,000/ year ² (\$1,000/ item/ pair/ set)
6. Domestic Helper Personal Liability Benefit Third party liability arising out of negligence of the Insured Domestic Helper in Hong Kong.	\$50,000/ each Period of Insurance	\$100,000/ year ²	\$200,000/ year ²

Insured Items & Coverage	Maximum Limit (HK\$)		
	Local Domestic Helper ¹	Foreign Domestic Helper	
	Local Domestic Helper Plan	Essential Plan	Comprehensive Plan
Basic Benefits			
Employer Benefit Items			
7. Employer's Liability Benefit Protects the Policyholder against liability under the Employees' Compensation Ordinance arising from Sickness, Disease or Bodily Injury of the Insured Domestic Helper.	\$100,000,000/ event	\$100,000,000/ event	\$100,000,000/ event
8. Repatriation Expenses Repatriation of the Insured Domestic Helper to the place of residence from Hong Kong due to serious Sickness, Disease or Bodily Injury or death and termination of the contract of service with the Policyholder. (1) Cost of scheduled flight (economy class) (2) Actual cost of transportation for the body or ashes.	Not applicable	\$10,000/ year ²	\$20,000/ year ²
9. Temporary Domestic Helper Allowance Cover the reasonable and necessary expenses incurred for engagement of service of a temporary domestic helper if the Insured Domestic Helper is confined in the Hospital and unable to work for 4 consecutive days or above. (The allowance is paid from the 4th day of the Confinement.)		\$3,000/ year ² (\$150/ day)	\$7,500/ year ² (\$250/ day)
10. Replacement of Domestic Helper Expenses Actual replacement expenses reasonably and necessarily incurred for the Policyholder employing a new domestic helper due to serious Sickness, Disease or Bodily Injury or death of the Insured Domestic Helper in Hong Kong causing the repatriation to the place of residence and the termination of the contract of service with the Policyholder.		Not applicable	\$10,000/ year ²
11. Fidelity Protection Benefit The financial loss from any fraudulent or dishonest acts committed by the Insured Domestic Helper. Extension Benefits: (1) Unauthorized use of long distance phone call or IDD (2) Replacement of lock of main door The expenses of replacement of main door lock for Policyholder's Home following with the termination of domestic helper employment contract by the Policyholder due to dishonesty or fraud committed by the Insured Domestic Helper.			\$10,000/ year ²
			\$3,500/ year ²
			\$500/ year ²
12. Family Member Medical Expenses Medical expenses for Bodily Injury caused by the Insured Domestic Helper's intentional or malicious act to Family Member who is 5 years old or below or over the age of 75, living with the Policyholder.			\$5,000/ year ²

Insured Items & Coverage	Maximum Limit (HK\$)		
	Local Domestic Helper ¹	Foreign Domestic Helper	
	Local Domestic Helper Plan	Essential Plan	Comprehensive Plan
Optional Enhanced Benefits			
13. Critical Illness Benefit The Insured Domestic Helper has been diagnosed with any one of the covered 40 critical illnesses ³ for hospital and surgical expenses. The maximum limit of item 2 “Hospital and Surgical Expenses” will be increased up to the maximum limit under this item and the limit of hospital charges per day and the limit of surgical expenses per event shall no longer apply. Waiting period: 90 days	Not applicable	\$70,000/ year ²	\$150,000/ year ²
14. Early Termination of Employment Contract Benefit If the early termination of employment contract has occurred twice in a year ² , either the Insured Domestic Helper resigns or being dismissed by the Policyholder, the policyholder will be reimbursed for the reasonable and necessary expenses incurred for hiring a new Domestic Helper in Hong Kong. (Excess: the first HK\$500 per claim event)		\$2,500/ year ²	\$5,000/ year ²

Remarks:

1. It includes local domestic helper and post-natal care helper.
2. It means each continuous 12 months period starting from the effective date of this Policy.
3. Covered 40 critical illnesses: Cancer, Cardiomyopathy, Coronary Artery Bypass Grafting, Heart Valve Replacement, Primary Pulmonary Arterial Hypertension, Surgery To Aorta, Heart Attack, Alzheimer’s Disease, Bacterial Meningitis, Tuberculous Meningitis, Benign Brain Tumor, Coma, Encephalitis, Brain Damage, Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Paraplegia/Paralysis, Parkinson’s Disease, Poliomyelitis, Stroke, Progressive Bulbar Palsy, Blindness, Loss of Hearing, End Stage Lung Disease, Fulminant Viral Hepatitis, Kidney Failure, Loss of Independent Existence, Loss of Speech, Major Burns, Major Organ Transplant, Loss of Limbs, Total And Permanent Disability, Liver Failure, HIV Through Blood Transfusion, Aplastic Anaemia, Elephantiasis, Severe Rheumatoid Arthritis, Terminal Illness, Vegetative State (persistent).

PERSONAL INFORMATION COLLECTION STATEMENT

The information You provide to Bank of China Group Insurance Company Limited ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

- (i) processing and evaluating Your insurance application and any future insurance application You may make;
- (ii) administering Your insurance policy and providing services in relation to Your insurance policy;
- (iii) analysis or investigating, processing and paying claims made under Your insurance policy;
- (iv) invoicing and collecting premiums and outstanding amounts from You;
- (v) any alterations, variations, cancellation or renewal of any insurance related product or service;
- (vi) contacting You for any of the above purposes;
- (vii) exercising any right of subrogation;
- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) complying with applicable laws, regulations or any industry codes or guidelines.

The Company may disclose Your personal data for the above purposes to the following classes of transferees:

- (a) third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist the Company to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- (b) in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- (c) in the event of default, debt collectors and recovery agents;
- (d) insurance reference bureaus or credit reference bureaus;
- (e) reinsurers and reinsurance brokers;
- (f) Your insurance broker (if You have one);
- (g) the Company's legal and professional advisors;
- (h) the Company's related companies (as that term is defined in the Companies Ordinance);
- (i) any association, federation or similar organization of insurance companies ("Federation") and its members that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- (j) any member(s) of the "Federation" by the "Federation" for any of the above or related purposes;
- (k) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- (l) the Insurance Claims Complaints Bureau and similar industry bodies; and
- (m) government agencies and authorities as required or permitted by law.

The Company is hereby authorized to obtain access to and/or to verify any of Your data with the information collected by the Federation from the insurance industry.

Moreover, the Company may also use and disclose Your personal data otherwise with Your consent.

You have the right to obtain access to and to request correction of any personal information concerning Yourself held by the Company. Requests for such access can be made to the Company's Legal and Compliance Department

USE OF PERSONAL DATA IN DIRECT MARKETING

With Your written consent given for direct marketing purpose (which includes an indication of no objection), the Company intends to use Your data in direct marketing. The Company will only act in accordance with the rules about direct marketing contained in the Ordinance. Please note that:

- (1) Your name, contact details, products and services portfolio information and demographic data held by the Company may be used by the Company in direct marketing from time to time;
- (2) the following classes of services, products and subjects may be marketed:
 - (i) financial, insurance and related services and products;
 - (ii) reward, loyalty or privileges programmes and related services and products;
 - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (iv) donations and contributions for charitable and/or non-profit making purposes;
- (3) the above services, products and subjects may be provided to or (in the case of donations and contributions) contributed to by the Company and/or:
 - (i) the Company or BOC Hong Kong (Holdings) Limited or any of its subsidiaries;
 - (ii) third party reward, loyalty, co-branding or privileges programme providers;
 - (iii) co-branding partners of the Company and BOC Hong Kong (Holdings) Limited (the names of such co-branding partners can be found on the application form(s) for the relevant services and products, as the case may be); and
 - (iv) charitable or non-profit making organisations;
- (4) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (1) above to all or any of the persons described in paragraph (3) above for use by them in marketing those services, products and subjects, and the Company requires Your written consent (which includes an indication of no objection) for that purpose;

If You do not wish the Company to use or provide to other persons Your data for use in direct marketing as described above, You shall exercise Your opt-out right by notifying the Legal and Compliance Department of the Company (Tel.:2867 0888, Fax no.:3906 9939).



中銀集團保險有限公司

BANK OF CHINA GROUP INSURANCE COMPANY LIMITED

香港中環德輔道中 71 號永安集團大廈 9 樓

9/F., Wing On House, 71 Des Voeux Road Central, Hong Kong.

Tel: 3187 5100 Fax: 3906 9906

智幫手家傭保障計劃保單

保單持有人以一份投保書及聲明謹向中銀集團保險有限公司（下稱“本公司”）申請下述保險。該份投保書及聲明已被納入本合約內，成為本合約之基礎。保單持有人已繳付保費，作為本保險的代價。

茲證明本保單或批單上所列之承保條件、除外條款、基本條款、責任限額（當中全被當作納入其內）為依歸下，本公司同意賠償給保單持有人或受保人任何或所有以下所列在保險期內所發生之承保事項。

但在任何情況下，受保人須完全遵守及履行保單所載條件及承保條款，以及保單持有人確保投保書及聲明內所提供或申報的所有資料是準確、真實及完整的，是為本公司在保單的任何責任的先決條件。

在本保單內，如內容許可，只表達單數的字詞亦可包括眾數，反之亦然。只表達男性的字詞亦可包括女性（保單持有人的字詞除外），反之亦然。

第一部份一定義

以下任何字詞或字句應用於本保單、承保表、批註或備忘錄均具有該意義。

1. 「意外」意指在突發並在不能預測及非自願的情況下發生的意外。

2. 「恐怖主義活動」

意指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及令公眾人士或其任何部份感到惶恐。

3. 「保障生效日期」

意指就保單生效日期後任何新增或提升的保障的起始日，惟必須受限於有關保障之等候期（如有）。保障生效日期載明於承保表或隨後附加於本保單的批註內。

4. 「身體損傷」

意指因意外、外在、暴力及可見事件完全及直接構成的傷害，並不牽涉任何其他因素及並非由病痛或疾病或逐步生理或精神失調構成。

5. 「爆竊」

意指賊人使用暴力強行進入保單持有人的住所盜竊。

6. 「中醫」

意指根據《中醫藥條例》香港法例第 549 章註冊之表列中醫或註冊中醫，但不包括投保單持有人、受保人、以及保單持有人及／或受保人的親屬或其業務夥伴。

7. 「脊醫師」/「牙醫」/「物理治療師」

意指在香港擁有資格、獲發正式牌照、依法註冊為脊醫師/牙醫/物理治療師的正式合資格人士，並可以於香港執行骨科治療/牙科/物理治療，但不包括保單持有人、受保人、以及保單持有人及／或受保人的親屬或其業務夥伴。

8. 「住院」

意指入住醫院之內至少連續 6 小時，方可獲得本保單規定的醫療賠償。不過，如受保人因身體損傷而（於 24 小時內）接受急症治療，並因而引致醫院費用支出，或醫生為受保人因身體損傷而進行外科手術收取費用，又或在診所或在醫院擁有和經營的認可日間護理手術中心接受手術，則有關最低住院期的規定便不適用。

9. 「傷病」

意指身體損傷、病痛或疾病，並包括由同一原因造成的所有傷病及其一切併發症。不過，如在最後一次診療後 90 日內所述傷病不需要再作任何治療，則其後源自同一原因的任何傷病將作為新的傷病論。

10. 「急症」

意指意指受保人需要立即接受治療以防止受保人死亡或其健康遭永久損害的事件或情況。

11. 「合理支出」

意指就治療某受傷病或某醫療狀況所產生並符合正常及慣常原則並由本公司賠償的醫療必要費用，惟不得超過實際產生的費用以及承保表內及本保單賠償限額表載明的所有相關的最高賠償額。

12. 「僱員補償條例」

意指僱員補償條例（香港特別行政區法例第 282 章）。

13. 「自負額」

意指本公司對每宗索償承擔任何責任之前，保單持有人必須自行承擔在保單中規定的金額。

14. 「家庭成員」

意指保單持有人的配偶、子女或親屬在保險期內永久居住於住所。

15. 「住所」

意指僱傭合約內及承保表或任何後加批單內所載受保人的工作地址。

16. 「香港」

意指中華人民共和國香港特別行政區。

17. 「醫院」

意指合法成立及按其所在地法律運作的機構，並符合以下所有要求：

- (1) 主要以住院病人形式接待、治療及護理不適、患病或受傷的人士；
 - (2) 只在可隨時向其諮詢的醫生監管下始能接納住院病人入院；
 - (3) 為有關人士提供系統化的醫療設施以進行醫療診斷和治療，並在醫院範圍或醫院可使用或控制的設施下提供進行大型手術的設施（如適用）；
 - (4) 在護理人員的監督下提供全日護理服務；
 - (5) 維持至少一名合法註冊的駐院醫生。
- 「醫院」的含義並不包括：
- (1) 精神護理機構，泛指為精神病者包括弱智人士提供護理的機構、醫院精神病部門；
 - (2) 老人院、療養院、戒毒或戒酒治療所；
 - (3) 保健或天然療養診所、護理或療養院、醫院特為戒毒或戒酒而設的部門、或護理、療養、復康、特別護理或靜養所。

18. 「受保人生效日期」

意指受保人受保的起始日。受保人生效日期載明於承保表或隨後附加於本保單的批註內。

19. 「賠償限額」

意指本公司於本保單每項受保章節內須承擔之最高金額。

20. 「受保家屬」、「受保人」

意指承保表或任何後加批單內所載指明或未被指明，並合法受聘於保單持有人及合資格受保於本保單的受保人。該受保人並非保單持有人的親屬。

21. 「喪失一目」

意指一目完全及無法復原及不能醫治下喪失視力。

22. 「失聰」

意指永久及完全無法復原地雙耳失去聽覺能力，並不可以手術或其他治療方法補救。

23. 「喪失一肢」

意指失去手掌或手腕以上部份，或足部或足踝以上部份，或完全及永久失去功能。

24. 「喪失語言能力」

意指永久及完全無法復原地失去語言能力，並不可以手術或其他治療方法補救。

25. 「醫療狀況」

意指就任何受保人於本保單受保範圍內的身體損傷及病痛或疾病。

26. 「醫療必要」

意指必須的醫療服務：

- (1) 符合病情的診斷及慣常治療；及
 - (2) 符合良好和謹慎的行醫標準；及
 - (3) 並非為了方便保單持有人、受保人或本保單所界定的中醫、脊醫師、牙醫、物理治療師、醫生、麻醉科醫生、專科醫生；及
 - (4) 以正常及慣常支出之下進行受保傷病的治療；及
 - (5) 以最低收費環境之下進行受保傷病的治療。
- 實驗性、普查及屬預防性質的服務及物品均不被視為醫療必

要。

27. 「醫生」、「麻醉科醫生」

意指依據當地政府司法下合法註冊，可提供西醫治療、手術服務的任何人士，但不包括保單持有人、受保人、以及保單持有人及／或受保人的親屬或其業務伙伴。

28. 「現金」

意指現金、流通鈔票、銀行錢幣、銀行匯票、證券、支票、債券、可轉讓票據、郵票、旅行支票、郵政或其他現金匯票、旅行票、禮券、代用券或午餐券。

29. 「保險期」

意指由承保表內所載或任何後加批單內的保險生效日期開始至根據此保單“第四部份-終止保單”的終止日期。

30. 「永久完全傷殘」

意指意外發生後 12 個月內持續完全傷殘，不可從事任何可賺取收入的工作，並完全不能進行一般日常生活活動及在該段期間屆滿時並無任何改善的希望。

31. 「肺塵埃沉著病」

意指肺塵埃沉著病(補償)條例(香港特別行政區法例第 360 章)合同等釋義。

32. 「保單生效日期」

意指首個保險期的起始日。

33. 「保單年度」

意指在承保表所述的保單起保日起，每一連續 12 個月的時間。

34. 「保單持有人」

意指載於承保表內為“保單持有人”並為受保人的合法僱主的人士。

35. 「已存在的病狀」

意指 a) 受保人於保單生效日期、受保人生效日期或保障生效日期（按情況而定）前已存在的身體損傷、病痛、疾病、不適、或身體狀況，b) 無論是否受保人或保單持有人當時知悉或不知悉或按合理情況下應知悉出現的病徵或症狀。

36. 「正常及慣常」

意指收費不超過同等經驗或資歷人士在相類似情況及地方下提供服務所收取的平均合理費用；有關物料或服務不超過在同一類別及相同質素及經濟因素考慮及地方下所需的物料或服務所收取的平均合理費用。

37. 「承保表」

意指附於本保單的承保表，並為本保單的一部份。

38. 「環境」

意指醫院門診部或適合作治療的醫院或門診服務的設施。

39. 「病痛」或「疾病」

意指受保人在保險期內所罹患或感染不可預知的病痛或疾病，該病痛或疾病必須直接及單獨地導致索償及須接受醫生的治療。

40. 「專科醫生」

意指完成西醫專科課程及具有正式有關的西醫專科證書，並在香港依法註冊為專科西醫身份的人士，但不包括保單持有人、受保人、以及保單持有人及／或受保人的親屬或其業務伙伴。

41. 「治療」

意指外科或內科醫療程序，其唯一目的為治癒或減輕身體損傷或病痛或疾病。

42. 「您」

意指保單持有人及／或受保人。

第二部份－保障範圍

保單持有人及每名受保人的保障必須受承保表及本保單賠償限額表內所列最高賠償額(或最高百分比)、限額、適用的受保保障及保障計劃所規限，受保事故必須在保險期內於香港發生。

第一章 - 基本保障

1. 門診費用 (只適用於精選計劃及全面計劃)

若受保人在保險期內於香港因病痛、疾病或身體損傷而需要接受由醫生提供的治療，其產生醫療必要而合理支出的實際門診費用，本公司將會賠償予保單持有人，惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額（扣除從其他所有途徑追討或可予追討的任何賠償額）。

(1) 門診費用及處方藥物

門診診症費用、經合法來源得到的處方藥物的費用、經醫生建議而引致的任何化驗測試及X光診斷的費用。

(2) 跌打、物理治療及脊椎治療

中醫的跌打診療費用、物理治療師的物理治療費用或脊醫的脊椎診療費用。

2. 住院及手術費用 (只適用於精選計劃及全面計劃)

若受保人在保險期內於香港因病痛、疾病或身體損傷而按醫生建議住院接受必要的治療，其產生醫療必要而合理支出，本公司將賠償予保單持有人，惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額。

(1) 病房費

i. 病房膳宿費

若受保人在醫生的建議下，登記為住院病人以治療傷病及引致費用支出，此保障便可獲賠償。賠償額將相當於受保人在住院期內醫院實際收取病房、一般護理及膳食費用。

ii. 醫院雜費

受保人因治療傷病而登記為住院病人及引致費用支出，此住院服務保障便可獲賠償。賠償額將相當於在受保人住院期內，醫院就正常、適當和實際醫院服務向受保人收取的費用。

(2) 外科手術費(包括門診手術)

若受保人按其醫生書面建議接受醫生進行之外科程序或手術，本公司將賠償該外科程序或手術所產生之相關費用。

(3) 麻醉師費

若受保人接受外科手術需要麻醉科醫生服務而引致實際支出，此保障便可獲賠償。

(4) 手術室費

若受保人在住院期內使用手術室來進行任何外科程序，此保障便可獲賠償。

第1項「門診費用」及第2項「住院及手術費用」的除外責任

本公司不承保以下事項：

- (1) 神經病或精神錯亂、性病、先天性畸形及缺陷、不育、

絕育；

- (2) 療養或身體檢查；

- (3) 整容或整形手術，但用以修復本保單所包括的身體損傷除外；

- (4) 接種、免疫接種、注射或防疫針藥；

- (5) 在香港以外引致的費用及接受的治療。

3. 牙科費用 (只適用於精選計劃及全面計劃)

若受保人在保險期內於香港因牙患需由牙醫提供醫療必要進行口腔手術、治療膿腫、X光檢查、脫牙或補牙，其醫療必要而合理支出的實際牙科費用的三分之二，本公司將賠償予保單持有人。惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額。

第3項「牙科費用」的除外責任

本公司不承保以下事項：

- (1) 任何例行檢查、清除牙石、磨牙或洗牙及鑲牙；

- (2) 任何牙橋、牙齒矯正、假牙或牙齒美容包括鑲嵌貴金屬的費用。

- (3) 在香港以外引致的費用及接受的治療。

等候期

第1項「門診費用」、第2項「住院及手術費用」及第3項「牙科費用」保障均設有等候期，由本保單生效日期起計15日，受保人在有關期間內因不適、病痛或疾病（因意外引起除外）引致的索償將不獲賠償。

4. 人身意外保障 (只適用於精選計劃及全面計劃)

若受保人於香港在假期期間並非於正在進行任何職務因意外而身體損傷，該身體損傷在意外發生後12個月內導致其意外死亡或永久完全傷殘，本公司將賠償受保人或受保人的遺產代理人，惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額及按照下列項目賠償：

保障	承保表及賠償限額表	
	最高賠償額百分率	
	精選計劃	全面計劃
(1)意外死亡	100%	100%
(2)永久完全傷殘	100%	100%
(3)喪失雙肢或雙目	100%	100%
(4)喪失一肢及一目	100%	100%
(5)喪失一肢或及一目	50%	50%
(6)永久喪失雙耳聆聽能力	不適用	50%
(7)永久喪失單耳聆聽能力	不適用	20%
(8)永久喪失說話能力	不適用	50%

第4項「人身意外保障」條款

- (1) 除非從身體損傷日期起的 12 個月內出現上述任何一項損傷，否則將不獲賠償。
- (2) 每名受保人在保險期內遭受一次或多次身體損傷，最高賠償額合共不得超過本保單的承保表及賠償限額表就此項所列的最高賠償額的 100%。

第4項「人身意外保障」的除外責任

本公司不承保以下事項：

- (1) 受保人在工作天內的任何身體損傷；
- (2) 受保人參與職業運動或受保人透過參與而賺取收入的運動；
- (3) 參加飛行活動，但購票乘搭由正式持牌作定期運輸購票乘客的航空或包機公司所提供及經營的飛機則

除外；

- (4) 攀山活動、滑翔及跳傘；；
- (5) 比賽但競跑或游泳則除外；；
- (6) 水深超過30公尺的潛水；；
- (7) 受保人從事或參與駕駛；。

5. 家傭個人財物保障 (只適用於全面計劃)

本公司將賠償受保人的個人物品及個人旅遊證件補領費用於保單持有人的住所在保險期內遭受意外遺失或損毀，惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額。

自負額：每宗索償事故的首港幣200元。

第5項「家傭個人財物保障」的除外責任

本公司不承保以下事項：

- (1) 如因以下情況發生之偷竊或爆竊：
 - i. 若住所無人居住；
 - ii. 若分租或借出住所或其部分地方予他人；
 - iii. 以欺騙手段進行，但以欺騙手段進入住所則不在此限。
- (2) 如因以下情況發生之故意或惡意損毀：
 - i. 若住所無人居住；
 - ii. 由合法在住所內居住或逗留的人士所造成。
- (3) 遺失金錢及貴重物品、遺失或遭他人未經授權而使用信用卡及提款卡。
- (4) 隱形眼鏡或角膜晶體。
- (5) 手提電話、傳呼機及其各種配件。
- (6) 唱片、光碟及錄音帶。
- (7) 使用中的運動設備。
- (8) 遭海關或其他官員拘留、扣押或查封充公的物品。
- (9) 任何不承保風險。

第5項「家傭個人財物保障」的定義

- (1) 「個人物品」
意指衣服及私人使用的物品，以供穿著或攜帶使用，惟不包括各類手提電話、傳呼機、眼鏡、隱形眼鏡、金錢、貴重物品及特別物品。
- (2) 「特別物品」
意指任何持有或使用的專業、商用或職業性質及已另行投保於其他保單的物品。
- (3) 「不承保風險」
意指自然損耗或折舊；腐爛、發霉、蝕木蟲、甲蟲、飛蛾、昆蟲或害蟲蛀蝕；機械或電子故障或損壞；任何清潔、染色、修葺、修改、修理或修補過程；任何其他逐漸形成的原因。
- (4) 「無人居住」
意指住所連續 30 天以上無人居住。
- (5) 「貴重物品」
意指手錶、珠寶、黃金、金器、白銀、銀器、古董、運動設備、貴重金屬/寶石、攝影機、攝錄機、皮草、油畫或其他藝術品、攝影設備、望遠鏡、顯微鏡、美術古董、用作收藏的郵票或錢幣。

6. 家傭個人責任保障

受保人在保險期內因疏忽而引致下列的意外，並在香港對第三者負上法律責任時，本公司將向保單持有人賠償保單持有人就每項意外實際承擔的所有費用及開支，惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額：

- (1) 導致保單持有人家庭成員以外任何人士意外身體損傷，包括死亡或感染疾病；及
- (2) 意外遺失或損毀保單持有人家庭成員以外任何人士擁有的財物。

第6項「家傭個人責任保障」的除外責任

本公司不承保以下事項：

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

7. 僱主責任保障

本公司將根據香港法例之補償條例內所需承擔的責任對保單持有人作出賠償，若受保人於保險期內在受僱的工作期間引致病痛、疾病或身體損傷，惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額。

第7項「僱主責任保障」的除外責任

本公司不承保以下事項：

- (1) 任何因訂立協議而附加的責任，若沒有該項協議，該等責任便不存在；
- (2) 保單持有人本來有權向有關方面追討的款項，卻由於保單持有人與該有關方面所訂立的協議而無法執行；
- (3) 任何因肺塵埃沉著病或噪音所致失聰的任何責任；
- (4) 根據僱員補償條例的規定，保單持有人可能須就遲繳款而支付的任何附加費；
- (5) 受保人在香港以外地區引致的任何身體損傷、不適、疾病或病痛。
- (6) 因本公司未有收到充份通知，致使本公司未能成為於法院或審裁處進行的訴訟的其中一方相關的任何意外損傷、不適、疾病或病痛。

第7項「僱主責任保障」- 恐怖活動條款

若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導致或造成受保人因意外或疾病而身體損傷或死亡，不論有關意外或疾病所造成的身體損傷或死亡是否由其他原因或事件同時或以任何時序所引致：

- (1) 保單上本項目7的賠償上限將為本公司接獲香港特別行政區政府(「政府」)的實際款額，即根據政府與本公司在2002年1月11日訂立的融資協議條文，政府同意向本公司及其他獲授權在香港特別行政區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，就恐怖活動事件所造成的死亡及身體損傷事故作出賠償(「融資協議」)；
- (2) 本公司只會於獲政府發出(1)批准通知書，確認本公司應作出有關賠償；及(2)收到政府根據融資協議所支付的賠款後，始須支付賠款；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任何由意外或疾病所造成的身體損傷或死亡並不納入融資協議的賠償範圍之內，或因本公司違反融資協議，本公司並毋須作出有關賠償。

就上述而言，恐怖主義活動指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及令公眾人士或其任何部份感到惶

恐。

倘若本公司聲稱任何因意外或疾病而導致身體損傷或死亡屬於本條款所述範圍之內，提出任何相反舉證的責任須由保單持有人承擔。

倘若此條款的任何部份被證實為失效或無法履行，其餘部份仍保持全面生效及有效。

8. 送返費用(只適用於精選計劃及全面計劃)

若受保人於保險期內，獲註冊醫生證明在香港因患嚴重病痛、疾病或身體損傷導致其健康狀況不適合工作或身故須要終止僱傭合約，本公司將賠償保單持有人以下合理及必須的開支。

- (1) 使用固定航機(經濟客位)遣返受保人回其原居地的費用，包括救護車往返機場的費用；或
- (2) 若受保人身故，運送其遺體或骨灰至其原居地的實際費用。

惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額。

第8項「送返費用」的除外責任

本公司不承保受人因神經病或精神錯亂、性病、先天性畸形及缺陷、不育、絕育導致其不適宜繼續工作而產生的任何費用。

9. 臨時替工津貼(只適用於精選計劃及全面計劃)

若受保人在保險期內，在醫生建議下住院連續4天或以上以接受醫療必要的治療或手術而不能工作，本公司將由住院第4天開始提供津貼予保單持有人用作聘用臨時傭工，以代替受保人工作。所需費用必須是合理及實際費用。保單持有人需向本公司提供任何醫療證明/報告。惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額。

第9項「臨時替工津貼」的除外責任

本公司不承保以下事項：

- (1) 神經病或精神錯亂、性病、先天性畸形及缺陷、不育、絕育；
- (2) 療養或身體檢查；
- (3) 美容或整容手術，但用以修復本保單所包括的身體損傷除外；

10. 補聘家傭費用(只適用於全面計劃)

若受保家傭於保險期內在香港因嚴重病痛、疾病、身體損傷或身故，而須遣返受保家傭回其原居地及與保單持有人終止僱傭合約，本公司將賠償保單持有人在香港另聘新家傭的合理及必須的實際費用，惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額。

第10項「補聘家傭費用」的除外責任

本公司不承保以下事項：

- (1) 受保家傭因神經病或精神錯亂、性病、先天性畸形及缺陷、不育、絕育導致其健康狀況不適宜繼續工作而產生的任何費用；
- (2) 新受保家傭的身體檢查；
- (3) 新受保家傭的機票；
- (4) 受保家傭或新受保家傭的新水或薪金。

11. 家傭誠信保障(只適用於全面計劃)

本公司將賠償保單持有人在保險期內因受保人直接的欺詐或不誠實行為而引致的實際金錢損失。惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額。

延伸保障：

(1) 盜用長途電話費用

在保險期內，若受保人在住所居住期間未經許可使用長途電話，本公司將賠償保單持有人實際承擔的國際長途電話費用。

(2) 更換門鎖費用

在保險期內，受保人的僱傭合約終止後，因發現受保人的不誠實或欺詐而更換和安裝住所的大門鎖或鐵閘鎖所引致實際的合理和必要費用，本公司將賠償予保單持有人。但須符合下列條件：

- i. 根據本11項「家傭誠信保障」獲得有效的賠償；及
- ii. 更換和安裝上述大門鎖或鐵閘鎖必須在僱傭合約終止後7天內進行；及
- iii. 必須提供本公司信納的足夠證明文件證明已終止僱傭合約；及
- iv. 必須向本公司提供警方報告。

第11項「家傭誠信保障」條款

- (1) 欺詐或不誠實行為必須發生在保險期內；
- (2) 欺詐或不誠實行為必須在保險期內或本保單屆滿後30日內或受保人身故、被解僱或僱傭合約屆滿後30日內發現，以較早者為準；
- (3) 根據此第11項「家傭誠信保障」支付的任何金額須先扣除保單持有人拖欠受保人的款項；
- (4) 發現任何欺詐或不誠實行為後，必須在24小時內報警；
- (5) 保單持有人有責任證明其實際金錢損失是直接因受保人的欺詐或不誠實行為而引致。

12. 家庭成員醫療費用(只適用於全面計劃)

本公司將賠償保單持有人，在保險期內因受保人的故意或不當行為導致與保單持有人同住的

- (1) 5歲或以下；
- (2) 75歲以上；

的家庭成員身體損傷而產生的醫療合理支出。惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額，有關事件需通知警方及提供醫療報告。

第12項「家庭成員醫療費用」條款

保單持有人有責任證明有關事故是直接因受保人故意或惡意不當行為導致。

第二章 - 自選升級保障 (此項保障列於承保表內才適用)

13. 危疾保障

如受保人於保險期內被專科醫生診斷證實首次患上任何符合以下定義之40種危疾住院，並按其主診醫生書面建議接受治療傷病，本公司將賠償保單持有人實際支付因醫療必要所引致相關合理支出的醫療費用，惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額，但須扣除於本保單的第二部份第一章 - 第2項「住院及手術費用」中已獲得的賠償；以及就有關危疾索償而言，本保單的第二部份第一章 - 第2項「住院及手術費用」的賠償，就每天住院賠償限額及每宗手術賠償限額將不適用。

第13項「危疾保障」條款

- (1) 危疾只會在下列情況支付
 - i. 在發病日本保單及此保障仍然生效；及
 - ii. 發病日是在受保人之受保年齡達65歲的保險期前發生及此保障仍然生效。

- (2) 當受保人的危疾的最高賠償限額全數賠付後，本公司將立即獲解除對受保人於危疾保障的其他任何責任，而該受保人於此項目便立即終止。

第13項「危疾保障」的除外責任

本公司不承保以下事項：

- (1) 因以下任何一項直接或間接引起、與其有關、導致或產生(全部或部分)：
- i. 後天免疫力缺乏或愛滋病(AIDS)或人體免疫力缺乏病毒(HIV)；
 - ii. 自我毀傷或企圖自殺(不論當時神智是否清醒)；
 - iii. 任何已存在的病狀(無論受保人或保單持有人是否當時已知悉或按合理情況下應知悉出現的病徵或症狀)。
 - iv. 酒精或非由專科醫生處方開列的藥物引致中毒；
 - v. 違反或企圖違反或拒捕或參與任何犯罪活動。
- (2) 受保人生效日期或保單最後復效日期(以較後者為準)的首90 日內首次顯現有關徵狀或病徵或任何首次診斷患上的危疾。
- (3) 受保人生效日期前已確診的同類危疾，不論該早期確診是否與現提出索償的危疾有關。
- (4) 中醫治療費用。

危疾定義

危疾指下列其中一種疾病：

(1) 阿耳滋海默氏症

因患上阿耳滋海默氏症或不可復原的機能變性腦部失調而出現智力退化或喪失智力或不正常的行為，並由臨床狀態及認可的標準問卷或測驗證實，但不包括神經病、精神病及任何與藥物或酒精有關的機能失調，導致精神和社交機能嚴重減少，而受保人需要不斷接受監護。診斷必須由合適的註冊醫生臨床證實。

(2) 再生障礙性貧血

慢性及永久性的骨髓衰竭而導致貧血、嗜中性白血球減少及血小板減少之出現，須接受下列最少一項的治療：

- i. 輸血；
- ii. 刺激骨髓藥物；
- iii. 免疫系統抑制性藥物；
- iv. 骨髓移植。

診斷必須經有關血病科專科醫生確認。

(3) 細菌性腦膜炎

細菌性腦膜炎引致腦部或脊髓膜炎，導致最少連續 183 日的永久性腦神經科缺陷，而有關診斷須由腦神經專科醫生證實。

(4) 良性腦腫瘤

需要接受切除手術或引致最少連續存在 183 日的嚴重永久性神經科缺陷的腦內非癌症腫瘤。腦動脈或靜脈囊腫、肉芽腫和畸形、腦垂體或脊椎血腫和腫瘤並不在受保範圍內。

(5) 失明

由眼專科醫生診斷證實，兩眼的視力因創傷或疾病導致完全和不可復原地喪失。

(6) 腦部損傷

因意外產生的腦部損傷而引致不可復原的智力受損或完全喪失，並因此需要永久監護或援助以維持生命。

(7) 癌症

癌症指體內存在不受控制地生長和擴散的惡性細胞，而這些細胞會侵襲人體組織。

患者必須提供明確的證據，以確定細胞惡性生長並侵襲人體組織。「癌症」亦包括白血病、淋巴瘤及霍奇金氏病。

「癌症」不包括非侵襲性的原位癌瘤、惡性黑瘤以外任何皮膚癌、只出現早期惡性病變的局部非侵襲性腫瘤，以及存在任何人體免疫力缺乏病毒的腫瘤。

(8) 心肌疾病

心室功能永久性及其不可復原的受損，受損程度達至紐約心臟協會所訂定之最少第四級程度。有關診斷必須獲心臟科專科醫生確認。心肌疾病乃包括擴張性、肥厚或收縮性心肌疾病。如因濫用酒精或藥物所引起之心肌疾病，將不在保障範圍之內。

(9) 昏迷

處於不省人事的狀態，對外界刺激或內在需要毫無反應，需要不斷使用生命輔助器不少於 96 小時，引致其患上永久性的腦神經科缺陷並獲腦神經科專科醫生確認。

(10) 冠狀動脈搭橋移植手術

利用隱靜脈移植或內乳移植術，用以矯正兩條或以上收窄或阻塞的冠狀動脈之剖開心臟手術，但一切非外科手術程序，如氣脹血管造形術或激光技術，則不包括在內。必須提供有關疾病的心臟血管造影片。

(11) 象皮病

由絲蟲病引起或其併發症，特徵為由於淋巴血管循環阻塞而造成身體組織大範圍腫脹，必須由適當的專家臨床確定診斷為象皮病，包括檢驗證實幼絲蟲屬存在。惟保障不包括由性接觸傳染的疾病、創傷、手術後疤痕、充血性心臟衰竭或先天淋巴系統異常引起的淋巴水腫。

(12) 腦炎

由腦神經專科醫生證明腦質嚴重發炎，導致最少連續 183 日的嚴重和永久性神經科缺陷。

(13) 末期肺病

必須符合下列兩項標準中的一項：

i. 符合以下所有條件

- 必需永久吸氧治療，達每天至少 8 小時的證據，及

- 第一秒鐘用力呼氣容積(FEV1)低於 1 公升或者

ii. 符合以下所有條件

- 第一秒用力呼氣容積(FEV1)低於 1 公升，及
- 氣道內阻力增加，至少達到 0.5 kPa/l/s，及
- 殘氣容積佔肺總量(TLC)的 60%以上，及
- 胸內氣體容積升高，超過 170 (基值的百分比)

(14) 暴發性病毒性肝炎

由肝炎病毒引致的肝臟次廣泛性至廣泛性壞死，導致突發性肝衰竭，惟保障不包括經註冊醫生證明因濫用酒精或藥物而引致之情況。有關診斷必須符合以下準則：

- i. 肝臟體積急劇縮少；
- ii. 整塊肝葉壞死，只剩下膠質網狀支架；
- iii. 肝功能測驗急劇惡化；
- iv. 黃疸不斷加深。

(15) 突發性心臟病

突發性心臟病指某部分心肌因突然供血不足而壞死。病症的診斷必須基於下列所有準則：

- i. 典型的胸痛病歷；
- ii. 心電圖出現心肌梗塞特有的新變化；及
- iii. 心臟酵素水平上升。

(16) 心瓣置換

因心瓣狹窄或關閉不全而實際將一塊或以上心瓣換

上人造心瓣的手術，但不包括心瓣修補和切斷手術。

(17) 因輸血而感染人體免疫力缺乏病毒

受保人感染上人體免疫力缺乏病毒（HIV）並且符合下列全部條件：

- i. 在受保人生效日期或復效日期之後，以較後者為準，受保人因輸血而感染 HIV，而且
- ii. 提供輸血治療的機構出示該項輸血感染屬醫療責任事故的報告，或者經法院終審裁定為醫療責任並且不准上訴，而且
- iii. 受感染的受保人不是血友病患者。

在任何治療愛滋病（AIDS）或阻止 HIV 病毒作用的方法被發現以後，本保障將不再予以賠付。

(18) 腎衰竭

因兩個腎臟出現不可復原的慢性功能衰竭而導致的末期腎衰竭。受保人必須定期接受腎臟透析治療或已接受腎臟移植手術。

(19) 肝衰竭

末期肝衰竭，永久性黃疸，普遍醫學觀點認為不會有好轉的機會，並且導致腹水及肝性腦病。

(20) 失聰

因創傷或疾病而導致完全和不可復原地喪失對所有聲音的聽力。患者必須由耳鼻喉科專科醫生提供醫療證據，包括聽力和音域測驗。

(21) 喪失獨立生活能力

經主診專科醫生鑑定，受保人證實缺乏獨立處理「每日起居活動」的其中最少三種活動的能力；「每日起居活動」的定義為：

- i. 更衣 — 在毋須協助的情況下，可自己穿衣及脫衣；
- ii. 如廁 — 可使用洗手間，包括在毋須協助的情況下自行往返洗手間；
- iii. 行動 — 在毋須協助的情況下，可自行往返睡床或座椅；
- iv. 自制 — 自我控制大、小便能力；
- v. 進食 — 在毋須協助的情況下自行進食已準備之食物；
- vi. 沐浴 — 在毋須協助的情況下沐浴及洗澡方法清潔身體的能力。

(22) 喪失肢體

兩條或以上肢體從身體不可復原地分離，而斷肢處在膝部或肘部以上。

(23) 喪失語言能力

持續 365 日完全和不可復原地喪失說話的能力。患者必須由耳鼻喉科專科醫生提供醫療證據，以證實聲帶的損傷或疾病。一切與精神有關的因素除外。

(24) 嚴重燒傷

3 級程度嚴重燒傷引致皮膚總面積 20% 或以上的皮層全部破壞。

(25) 主要器官移植

作為受贈者接受心臟、肺、肝臟、腎臟、胰臟或骨髓移植手術。

(26) 運動神經元疾病

確實出現適當和有關的神經科病徵，並由神經專科註冊醫生明確診斷為患上運動神經元疾病。

(27) 多發性硬化

出現多於一次明顯的神經科徵狀，並持續有跡象顯示涉及視覺神經、腦幹和脊髓，加上共濟、運動和感覺機能受損，及後由神經專科註冊醫生作出明確診斷，並經影像掃描描症報告確實。

(28) 肌肉營養不良症

肌肉營養不良症的診斷須由神經專科醫生證實，並須根據下列全部情況作出診斷：

i. 其他家族成員有同樣的家庭病歷；

ii. 臨床表現，包括並無感覺失調、腦脊髓液正常、腱反射輕微減少；

iii. 特殊的肌電圖；

iv. 肌肉活組織檢查證實臨床上的懷疑，及本公司認為該項檢查證實患上肌肉營養不良症。

v. 引致受保人在缺乏援助的情況下，不能進行「每日起居活動」的其中最少三種活動。(有關定義與上述第 21 點相同)。

(29) 截癱／癱瘓

因癱瘓而引致兩條或以上肢體完全和永久喪失功能。

(30) 柏金遜症

因出現下列病情，由神經專科註冊醫生明確診斷為患上柏金遜症：

- i. 不能以藥物控制；
- ii. 出現逐步的機能障礙之徵狀；
- iii. 引致受保人在缺乏援助的情況下，不能進行「每日起居活動」的其中最少三種活動。(有關定義與上述第 21 點相同)；

只受保原發性柏金遜症，由藥物或毒性因素引致的柏金遜症皆不在受保範圍之內。

(31) 脊髓灰質炎

由神經專科醫生明確診斷為感染脊髓灰質炎病毒，引致患上令運動機能受損或呼吸衰弱的癱瘓性疾病。不涉及癱瘓的個案將不獲得賠償。因其他原因而引致的癱瘓不在受保範圍之內。

(32) 延髓性逐漸癱瘓

由神經專科醫生診斷及確認為退化性肌肉，包括延髓肌肉萎縮。

(33) 肺動脈高血壓

臨床和實驗診查，包括心導管插入檢查，由心臟科專科醫生證實患上原發性肺動脈高血壓。

有關診斷必須符合下列準則：

- i. 呼吸困難和疲勞；
- ii. 左心房血壓上升（最少 20 個單位）；
- iii. 肺阻力比正常水平高出最少三個單位；
- iv. 肺動脈血壓最少為 40 mm Hg；
- v. 肺楔壓力最少為 8 mm Hg；
- vi. 右心室的終舒張壓最少為 8 mm Hg；
- vii. 右心室肥大、擴張及出現右心衰竭和代償機能衰敗的徵狀。

(34) 嚴重類風濕性關節炎

下列之關節部位有三個或以上出現廣泛性關節損壞及嚴重臨床變形：手、手腕、手肘、頸椎、膝、足踝及足部；受保人必須是永久及完全喪失從事任何工作的能力。診斷須經下列各項證實並由風濕病科專科醫生確認：

- i. 於關節部份有不少於 1 個小時之清晨僵硬；
- ii. 對稱性關節炎；
- iii. 經註冊醫生證實之類風濕性小結；
- iv. 類風濕因子滴度呈陽性反應並上升；
- v. 放射照相證實關節受損及磨損。

(35) 中風

任何腦血管病發事件（或意外），引致持續超過 24 小時的腦神經科後遺症及有永久性之神經功能缺陷，包括：

- i. 腦組織梗塞；
- ii. 腦內血管出血；及
- iii. 腦外因素引起的栓塞。

(36) 主動脈手術

因主動脈疾病而需要接受切除手術並以移植物置換

病變的主動脈之剖開心臟手術。就定義而言，主動脈指胸和腹主動脈而非其分支。不包括主動脈創傷。

(37) 末期疾病

受保人必須患上經專科醫生及獲本公司指定的註冊醫生確認之疾病，而很可能在通知日期後 365 日內死亡。

(38) 永久完全傷殘

受保人因身體損傷或病痛或疾病導致的完全傷殘持續十二個月後，受保人在餘下的生活期間，完全不能從事任何可賺取收入的職業或工作。

(39) 結核性腦膜炎

因結核桿菌感染造成的覆蓋腦和脊髓的腦脊膜的炎症，引起顯著的神經功能障礙，導致永久無法獨立完成六項「每日起居活動」中的三項或三項以上(有關定義與上述第 21 點相同)。

(40) 植物性狀況(持續性)

完全失去知覺及腦皮質功能，對外界刺激或內在需要毫無反應，惟腦幹仍然運作，需要持續性輔助以維持生命最少 30 日。永久性神經系統損傷被有關腦神經科專科醫生確認。

本公司保留隨時更改上述危疾定義的權利，以反映對有關危疾診斷或治療在醫療科技方面之發展。

14. 提早終止僱傭合約保障

保單年度內若發生受保家傭辭職或被解僱而提早終止僱傭合約共兩次後，將賠償保單持有人在香港另聘新家傭的合理及必須的實際費用，惟受限於本保單的承保表及賠償限額表就此項所列的最高賠償額。

自負額：每宗索償事故的首港幣500元。

第14項「提早終止僱傭合約保障」條款

保單持有人索償本項目需提供所有有關文件包括香港特別行政區政府入境事務處終止僱傭合約的確定文件。

第14項「提早終止僱傭合約保障」的除外責任

本公司不承保保單生效日期前已聘用的受保家傭於保單生效日期起計首60天內辭職或被解僱而提早終止僱傭合約事故。

第三部份 - 一般不承保項目(適用於整份本保單)

本公司無須對以下項目負責：

1. 戰爭及恐怖主義活動不承保事項(包括污染及爆炸品)

- (1) 因下列任何情況直接或間接引致、產生或造成的任何死亡、傷殘、損失、損害、損毀、任何法律責任、費用或開支，包括任何性質的後果損失（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）：
 - i. 在程度上相當於軍事政變或奪權的戰爭、侵略、外敵入侵、戰鬥、戰事（不論是否已宣戰）、內戰、叛亂、革命、起義、或民間騷亂；或
 - ii. 任何恐怖主義活動（不適用於第二部份第一章項目7「家傭員補償保險」的“恐怖活動條款”）

就此不承保事項而言，恐怖主義活動指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及令公眾人士或其任何部份感到惶恐。

本保單亦排除為了控制、阻止、鎮壓，或以上(i)及/或(ii)以任何方式所採取的行動，而直接或間接所導致、引起，或與之有關的任何性質損失、損壞、費用或支出。

(2) 恐怖主義涉及污染及爆炸品的除外責任條款

(不適用於第二部份第一章項目7「家傭員補償保險」的“恐怖活動條款”)

不論是否同時受任何其他原因或事件影響，本保單不包括任何因恐怖主義活動直接或間接產生的：

1. 生物或化學污染；
 2. 導彈、炸彈、手榴彈、爆炸品；
- 而導致之損失、損壞或費用支出。

就本保單而言，恐怖主義活動指任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，所採取的一項行動，包括但不限於使用武力或暴力，或以作為威脅，以達到政治、宗教、意識形態或類似目的，包括意圖影響任何政府，以及令公眾人士或其任何部份感到惶恐。

就 1 “污染”而言指由於化學及/或生物物質的影響而導致的污染、毒害、或妨礙及/或限制物品的使用。

- (3) 倘若本公司聲稱基於本除外責任，本保單不保障任何損失、損壞、費用或支出，提出任何相反舉證的責任須由保單持有人承擔。

- (4) 倘若本保單的任何部份被證實為失效或無法履行，其餘部份仍須保持全面生效及有效。

2. 因下列任何情況直接或間接引致、產生或造成任何性質的法律責任、損失、損害、費用或開支（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) 核燃料或燃燒核燃料後的核廢料之放射性所產生的電離輻射或污染；
 - (2) 任何核裝置、反應堆或其他核組裝或零件的放射性、毒性、爆炸性或其他危險或污染屬性；
 - (3) 應用原子核裂變及/或聚變或其他類似反應或放射性力量或物質的任何戰爭武器。
3. 在神志正常或精神失常的情況下蓄意自殘或自殺（無論是否屬於重罪），或做出任何企圖威脅自身的行為所引致的任何索償；
4. 分娩、懷孕、流產、墮胎及所有相關併發症所引致的任何索償，即使有關受傷乃由意外促使或導致；
5. 酗酒、吸毒或濫用藥物所引致的任何索償，而有關藥物並非由合資格的註冊西醫處方，亦非與治療有關的藥物或含酒精飲品；
6. 人體免疫力缺乏病毒及/或其有關的任何疾病，包括愛滋病（後天免疫力缺乏症）及/或因愛滋病而產生的任何突變、衍化或變異（不論任何成因）所引致的任何索償；
7. 由受保人的已存在病狀所引致的任何索償。已存在病狀指受保人在保險期之前已存在的病狀，並接受治療、診斷、會診或處方藥物。
8. 根據下列各項而提出、直接或間接產生、引致或涉及的所有索償及損失：
 - (1) 石棉；
 - (2) 任何實際或聲稱與石棉有關的受傷或損害，包括使用、處身、發現、探測、移走、消除或清理石棉，或接觸或可能接觸石棉。
9. 除非另有規定，否則不承保在保單訂立時的年齡為18歲以下或65歲以上的受保人。

10.在香港以外引致的任何受傷、不適、疾病、病痛、意外或受保事故。

11. 資訊科技澄清條款

本保單所保障的財產損壞須指財產本體的實質損壞。財產本體的實質損壞並不包括數據或軟件的損壞，尤其是由於原本結構遭刪除、破壞或變形，以致數據、軟件或電腦程式發生任何不利的改變。因此，下列事項排除於本保單的保障範圍以外：

- (1) 數據或軟件的損失或損毀，尤其是由於原本結構遭刪除、破壞或變形，以致數據、軟件或電腦程式發生任何不利的改變，及由於該等的損失或損毀而導致的任何商業停頓損失。雖然有此除外責任，因財產本體受保障的實質損壞，而直接導致的數據或軟件損失或損毀，將會受到保障。
- (2) 由於數據、軟件或電腦程式的功能、可用性、使用範圍或可讀取性受損，而導致損失或損毀，以及因該等損失或損毀而導致的任何商業停頓損失。

第四部份 - 終止保單

1. 保單持有人終止保單

若不曾某保險期就本保單提出任何索償或獲支付賠償，保單持有人可以於保險期內以書面7日通知本公司終止保單。有關終止生效日為本公司接獲有關通知當日或按通知書列明的日子，以較後者為準。本公司以將按照下列計算應收保費，在扣除已受保期之保費後將餘款退還保單持有人。

已受保期（不超過）	退還保費
5 個月	50%
6 個月	40%
7 個月	30%
8 個月	20%
9 個月	10%
超過9 個月	0%

- (1) 「本地家務助理計劃」於任何情況下終止或取消本保單，不設退回保費，且保單持有人需支付全部保費。
- (2) 保費以年繳支付，所有在某保單年度已繳付的年繳保費將按以上比例退還，若曾在某保單年度內就本保單提出任何索償或獲支付賠償，保單持有人需要向本公司支付100%的全年保費作為最低保費。
- (3) 保費以兩年期支付，(i) 如保單的第一個保單年度被終止，則在退回根據上表計算而應予退還的第一年保費餘額的同時，已繳付的第二年保費亦將會全數被退回，在這情況下，全年保費指已繳的第一年保費；(ii)如保單於第二個保單年度被終止，應予退還的第二年保費餘額將根據上表計算，而全年保費則指已繳的第二年保費。

2. 本公司終止保單

- (1) 若保單持有人及/或受保人在任何時候未能履行本保單的條款或未能本著絕對真誠行事，本公司有權隨時終止本保單或更改本保單的條款。
- (2) 本公司可向保單持有人以書面發出7日通知以終止本保單。該通知將送出或郵寄至保單持有人最後通知地址。保單將於該通知書發出後7日終止。而某保險期內就本保單沒有提出任何索償或獲支付賠償，可獲得按比例退回尚未屆滿該保險期的保費。

3. 自動終止保單

本保單將於保單持有人死亡或保單持有人沒有補聘受保

人時終止。

4. 由於未繳保費而終止

保單持有人如未能支付所須首期保費，本保單將由承保表所載的保單起保日起作廢。若在任何保單付款到期日未能繳付保費，本保單將由該應付保費到期日起終止。

第五部份 - 保費

1. 保單持有人在繳交保費後，本保單方可生效。
2. 保費需按承保表、批單或備忘錄上所列繳付，保費亦需在保單起保日時及其後每段保險期滿日時繳交保費。
3. 若保單持有人要求更改保單的保費付款模式，須於保單期滿日前最少30 日向本公司作出書面通知，有關更改只會在隨後續保的保險期的首日開始生效。

第六部份 - 續保(只適用於本地家務助理計劃(一年期)、精選計劃及全面計劃)

1. 若保單持有人在每一個續保保險期，繳交所須的續保保費，本保單將繼續生效，直至保險期滿日為止。
2. 本保單將於保單持有人繳付保費時自動續保，除非保單持有人於下個保險期續保前接獲本公司更改保單條款或取消保單的書面通知。本公司不會再繕發續保文件，保單持有人現有的保單及繳交保費是本保單有效的證明。
3. 本公司保留於保單每一續保之到期日時終止本計劃或修改本保單之保障、保費及其他條款及細則的權利。若本公司決定停止提供本計劃，本公司將同時為保單持有人及受保人提供另一個可供選擇的保險計劃。
4. 保障利益架構修訂
本公司將保留不時修訂本保單之保障利益架構的權利。本公司應於保險期完結前不少於三十（30）天以書面形式通知保單持有人有關修訂並列明經修訂的承保表、賠償限額表、新保費及其生效日期。除非保單持有人以書面拒絕有關修訂，否則經修訂的承保表、賠償限額表及新保費應於所定明的日期生效。若保單持有人以書面拒絕有關修訂，本保單會於該通知日期後的第一個保費到期日自動終止。於每次修訂後，本公司應發出有關批單，並附隨經修訂的承保表及賠償限額表一併發出。

第七部份 - 轉換保障計劃(只適用於精選計劃及全面計劃)

保單持有人在保單的每段保險期期滿日30日前，可向本公司發出書面申請轉換第二部份的保障計劃。經本公司批核後，新保障計劃及保費將於隨後的續保保險期的首日開始生效。

第八部份 - 重複投保、更改受保人

1. 重複投保

保單持有人或受保人不得投保多於一份由本公司承保相同保險期的「智幫手家傭保障計劃」保單。若保單持有人或受保人於本公司投保多於一份相同保險，本公司將視受保人受其中最高保障額的保單所保障。如各保單的保障額相同，本公司將視受保人受最先發出之保單所保障。本公司將向受保人或其代表人發還重複支付的保費，而重複投保的保單則由起保日開始作廢。

2. 更改受保人

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

第九部份 - 索償條款(適用於整份保單，於個別部份/章節內

特別聲明的除外)

1. 倘若發生任何事故以致可能根據本保單提出索償，保單持有人及/或受保人
 - (1) 應該盡速以書面通知本公司；
 - (2) 若遇有爆竊、偷竊、行劫或任何此等企圖，必須立即通知警方；
 - (3) 自費盡速向本公司提供書面詳情，在任何情況下不得遲於有關意外損失或損毀發生後30天；保單持有人及/或受保人須於調查或評估索償的過程中提供充分合作；
 - (4) 若遇上可能牽涉法律責任或僱傭索償時，須立即送交本公司任何由保單持有人及/或受保人接獲或針對保單持有人及/或受保人而發出的告票、傳票或其他已展開的法律程序，並在本公司任何時候的要求下，保單持有人及/或受保人自費提供所有必須資料及協助，以便本公司了結、拒賠任何索償或發起訴訟程序；
 - (5) 在未得本公司書面同意前，不應支付任何費用補救任何意外損失或損毀，亦不得就任何索償進行商議、支付、了結、承認或否認責任；
 - (6) 應自費向本公司提供所有由本公司合理要求的有關記錄、賬目、簿冊或文件或其他類似資料或由註冊醫生發出的醫療報告作調查及核證索償之用；
 - (7) 因身體損傷或病痛或疾病接受治療，須先行支付有關費用及取得由註冊醫生發出列有身體損傷或病痛或疾病性質的正式收據；
 - (8) 如有任何現金或財物的遺失，必須於發現遺失後24小時內在當地報警及取得報告；
 - (9) 若保單持有人及/或受保人身故，應自費向本公司提供死亡報告。
2. 本公司有權
 - (1) 以保單持有人及/或受保人名義承擔全面處理、控制及結束任何由第三者就本保單保障之任何責任，向保單持有人及/或受保人提出的訴訟；
 - (2) 為保障本公司的利益，由本公司自費但以保單持有人及/或受保人之名義，就任何受本保單保障之事採取訴訟行動向任何由第三者追回補償或取得賠償；
 - (3) 在任何時間根據法律責任及僱傭賠償之責任限額或可以解決索賠之較小數額付款給保單持有人，而在付款後放棄與該章有關之所有索償之處理及控制及結束及不再負任何責任，惟在付款日前經本公司書面同意之索償或多項索償費用及支出則屬例外。
3. 如發生任何事件導致出現由本保單賠償之任何意外損失、毀壞、支出或責任時，亦存在任何其他與該等損失、毀壞、支出或責任或任何部份有關之保險，本公司僅負擔不超過按比例應分擔之責任(第二部份第一章項目4 - 「人身意外保障」除外)。
4. 這是本保單中一項凌駕於本公司任何責任的條件，即在本公司的合理要求下，保單持有人須向本公司提交指定格式及性質的證明書、資料及證據，並須承擔所需費用。本公司向保單持有人作出合理通知後，可不時要求索取受保人的醫療報告，或若屬死亡事故，本公司在作出合理通知後，可向受保人的法定個人代表要求取得驗屍報告，費用概由本公司承擔。

第十部份 - 一般保單條文(適用於整份保單，於個別部份/章節內特別註明除外)

1. 解釋

本保單應與其承保表、備忘錄及批單一併閱讀，而本保單、其承保表、備忘錄或批單任何部份內之任何字詞或字句如帶有特定解釋，在任何情況下出現都視作帶有此種解釋。如中、英文版本有任何歧異，概以英文版本為準。

2. 遵循條款

保單持有人及/或受保人或其任何代表完全遵守及履行保單所載條件，是為本公司在保單的任何賠償責任的先決條件。

3. 完整合約及修改

本保單包括承保表、保險證、賠償限額表、批單、備忘錄、附錄與修訂(如有)，將構成雙方之間的完整合約。除經本公司批准，並得批單和修訂本為證，否則本保單的任何修改均屬無效。本公司將保留對所有本保單作核保、修改條款及/或調整保費及最高賠償額的權利。

4. 合理預防措施

保單持有人及/或受保人須履行合理的預防措施

- (1) 避免意外、身體損傷、病痛或疾病、損失或損毀；
- (2) 避免招致責任；
- (3) 履行法律或有關當局所定之「義務及規例」；
- (4) 挑選及監管稱職之受保人。

5. 利益喪失

就本保單提出之索償如在任何方面有欺詐，或就索償作出虛假聲明，或保單持有人及/或受保人或其代表利用任何欺詐手法或方式在本保單下取得任何利益；或意外損失或毀壞是由於保單持有人及/或受保人故意或縱容行為所致；或索償被拒後3個月內並未有任何起訴行動、或(據本保單「第十部份 - 一般保單條文第10項條款」，仲裁行動進行中)由仲裁人或公斷人作出裁決起計3個月內並未有任何起訴行動，保單持有人及/或受保人於本保單所有利益均會喪失。

6. 時間限制

本公司對於任何由意外引致的損失或損毀起計超過12個月的索償概不負責，除非該項索償正處於訴訟或仲裁的狀況。

7. 保單持有人權益不可轉移

除非另有註明，否則本保單一切權利均只為保單持有人擁有。此外，本公司將不受制於保單持有人權益轉移，除非因死亡或因法律的實施及本公司發出批單證明此保險仍然有效。雖然本公司承擔附加受保人的財物責任，但本保單賠償的權益仍然歸於保單持有人擁有。目的是所有索償均須由保單持有人代替其他受保人申報，保單持有人所簽定的收據將視為本公司完全履行所有因是次損失的法律責任。

8. 保單復效

若本保單基於任何原因而終止，其後遞交的投保書，如獲本公司接納及批准，本保單便得復效。經復效的保單只提供在復效日後因意外損失或損毀的保障。

9. 風險改變

- (1) 在本保單的保險期內，如保單持有人知悉任何影響本保單的重要事實，包括影響受保人的任何身體疾病、精神缺陷或殘疾及受保人年滿66歲的事實，保單持有人須立即以書面通知本公司。
- (2) 如有任何更改保單持有人及/或受保人之利益，本保單可被作廢，除非該等更改已得本公司之書面同意或因法律運作。

10. 仲裁

所有因本保單而引起之歧見須根據仲裁條例(及不時之修訂)作出決定。若然雙方對委任一名仲裁人不能達成協議，則有關選擇需交由香港國際仲裁中心之主席作出決定，在這裏明確申明，取得仲裁裁決為任何有關本保單之訴訟權利或官司之先決條件。若然本公司對保單持有人及/或受保人就任何依本保單提出之索償表示無須負責，而該索償又未在作出拒賠日後12個月內轉交仲裁，則無論如何，該索償將被視作已被放棄，而此後亦不得再追討。

11. 保證

茲保證任何時間有關住所空置無人看管時，所有鎖、螺

栓及其他本公司要求裝嵌於住所內之保安裝置，包括任何保安措施，都全面有效運作。

12. 法律及司法管轄權

本保單在所有方面均受香港特別行政區法律管限，並按香港特別行政區法律釋義。對於本保單有關的任何事項所產生的爭議、索償或法律訴訟，香港特別行政區法院將具有唯一和獨有的司法管轄權。

13. 利息

本保單支付的賠償不附帶利息。

14. 信託或轉讓之禁制

本保單不可轉讓，同時保單持有人保證本保單並不隸屬於任何信託，亦不涉及任何留置權或押記。本保單將於保險期內由保單持有人擁有。

15. 若干條款無效及追討權利

若本公司須按法例規定支付一筆款項，但根據本保單所示本公司乃毋須為該筆款項負責時，保單持有人須向本公司償還該筆款項。

16. 貨幣

在本保單內的保費及保障賠償均以港幣計算，賠償亦將根據損失當日之兌換率計算。

17. 錯誤與遺漏

整理記錄時的文書錯誤不應使在其他方面均有效的保障項目失效，亦不會使在其他方面均已有效地終止的保障項目繼續有效。若受保人的年齡或出生日期或其他有關資料無意中報錯，以致影響賠償或保障範圍或本保單任何條款，則本公司將按真實的年齡及資料來決定是否就本保單的條款給予賠償，並決定賠償額。若本公司認為應按本保單支付賠償，則絕對有權酌情調整保費。

注意：儘管本文另有規定，當本保單被取消或更改時，本公司所收取之最低保費將由本公司決定。

賠償限額表

保障項目及承保範圍	最高賠償額(HK\$)		
	本地家傭 ¹	外籍家傭	
	本地家務助理計劃	精選計劃	全面計劃
基本保障			
家傭保障項目			
1. 門診費用 因受保家傭病痛、疾病或身體損傷 (1) 門診費用及處方藥物 (2) 跌打、物理治療及脊椎治療 等候期:15 天 (因意外引起除外)	不適用	\$2,000/每年 ² \$150/每天/每次 \$500/每年 ² (\$100/每天/每次)	\$3,500/每年 ² \$200/每天/每次 \$500/每年 ² (\$100/每天/每次)
2. 住院及手術費用 因受保家傭病痛、疾病或身體損傷引致的住院費用 (1) 病房及雜費 (2) 外科手術費(包括門診手術) (3) 麻醉師費 (4) 手術室費 等候期:15 天 (因意外引起除外)		\$20,000/每年 ² \$300/每天 \$10,000/每宗事故 \$2,500/每宗事故 \$1,250/每宗事故	\$35,000/每年 ² \$300/每天 \$16,000/每宗事故 \$4,000/每宗事故 \$2,000/每宗事故
3. 牙科費用 因受保家傭牙患而需由註冊牙醫脫牙、補牙、X 光檢查、治療膿腫及口腔手術(賠償牙科費用的 3 分之 2) 等候期:15 天 (因意外引起除外)		\$1,000/每年 ²	\$1,500/每年 ²
4. 人身意外保障 因受保家傭於香港休假期間身體損傷 (1) 意外死亡 (2) 永久完全傷殘 (3) 喪失雙肢或雙目 (4) 喪失一肢及一目 (5) 喪失一肢或一目 (6) 永久喪失雙耳聆聽能力 (7) 永久喪失單耳聆聽能力 (8) 永久喪失說話能力		\$100,000 \$100,000/每宗事故 \$100,000/每宗事故 \$100,000/每宗事故 \$50,000/每宗事故 不適用 不適用 不適用	\$200,000 \$200,000/每宗事故 \$200,000/每宗事故 \$200,000/每宗事故 \$100,000/每宗事故 \$100,000/每宗事故 \$40,000/每宗事故 \$100,000/每宗事故
5. 家傭個人財物保障 受保家傭於保單持有人的住所內，其個人財物遭受意外遺失或損毀及個人旅遊證件補領費用 (自負額：每宗索償事故的首 HK\$200)		不適用	\$10,000/每年 ² \$1,000/每件/每對/每套
6. 家傭個人責任保障 受保家傭於香港因疏忽所牽涉的第三者法律責任	\$50,000/每段保險期	\$100,000/每年 ²	\$200,000/每年 ²

保障項目及承保範圍	最高賠償額(HK\$)		
	本地家傭 ¹	外籍家傭	
	本地家務助理計劃	精選計劃	全面計劃
基本保障			
僱主保障項目			
7. 僱主責任保障 保障根據《僱員補償條例》下，保單持有人需為受保家傭蒙受病痛、疾病或身體損傷承擔的法律責任	\$100,000,000/每宗事故	\$100,000,000/每宗事故	\$100,000,000/每宗事故
8. 送返費用 因受保家傭嚴重病痛、疾病或身體損傷或身故而導致僱傭合約被終止，需由香港運返原居地 (1) 航機費用(經濟客位) (2) 運送遺體或骨灰的實際費用	不適用	\$10,000/每年 ²	\$20,000/每年 ²
9. 臨時替工津貼 因受保家傭住院連續 4 天或以上而不能工作，保單持有人需另聘替工合理及必須的實際費用 (津貼由住院第 4 天開始賠償)		\$3,000/每年 ² (\$150/每天)	\$7,500/每年 ² (\$250/每天)
10. 補聘家傭費用 受保家傭因嚴重病痛、疾病或身體損傷或身故而需由香港送返原居地，並導致僱傭合約被終止，而保單持有人需補聘新家傭合理及必須的實際費用			\$10,000/每年 ²
11. 家傭誠信保障 因受保家傭不誠實或欺詐行為引致的經濟損失 伸延保障: (1) 未經許可的長途電話費用 (2) 更換門鎖 保單持有人終止家傭合約，因受保家傭不誠實或欺詐行為，所引致保單持有人住所需要更換大門鎖的費用		不適用	\$10,000/每年 ² \$3,500/每年 ² \$500/每年 ²
12. 家庭成員醫療費用 因受保家傭的故意或惡意行為，導致與保單持有人同住的 5 歲或以下或 75 歲以上的家庭成員身體損傷的醫療費用			\$5,000/每年 ²

保障項目及承保範圍	最高賠償額(HK\$)		
	本地家傭 ¹	外籍家傭	
	本地家務助理計劃	精選計劃	全面計劃
自選升級保障			
13. 危疾保障 若受保家傭患上 40 種受保危疾 ³ 其中之一所引致的住院及手術費用。於第 2 項「住院及手術費用」的最高賠償額，將提升至於本項的最高賠償額，而每天住院賠償限額及每宗手術賠償限額將不適用 等候期:90 天	不適用	\$70,000/每年 ²	\$150,000/每年 ²
14. 提早終止僱傭合約保障 一年 ² 內因受保家傭辭職或被解僱，而提早終止僱傭合約共兩次後，將賠償保單持有人在香港另聘新家傭的合理及必須的實際費用 (自負額：每宗索償事故的首 HK\$500)		\$2,500/每年 ²	\$5,000/每年 ²

註：

1. 包括本地家務助理及陪月員。
2. 指本保單起保日起，每一連續 12 個月的時間。
3. 40 種受保危疾: 癌症、心肌疾病、冠狀動脈搭橋移植手術、心瓣置換、原發性肺動脈高血壓、主動脈手術、突發性心臟病、阿耳滋海默氏症、細菌感染腦膜炎、結核性腦膜炎、良性腦腫瘤、昏迷、腦炎、腦部損傷、運動神經元疾病、多發性硬化、肌肉營養不良症、截癱/癱瘓、帕金森症、脊髓灰質炎、中風、延髓性逐漸癱瘓、失明、失聰、末期肺病、暴發性病毒肝炎、腎衰竭、喪失獨立生活能力、喪失語言能力、嚴重燒傷、主要器官移植、喪失肢體、永久完全傷殘、肝衰竭、因輸血而感染人體免疫力缺乏病毒、再生障礙性貧血、象皮病、嚴重類風濕關節炎、末期疾病、植物性狀況(持續性)。

收集個人資料聲明

您提供的資料，為中銀集團保險有限公司(“本公司”)提供保險業務所需，並可能使用於下列目的：

- (i) 處理及審批您的保險申請或您將來提交的保險申請；
- (ii) 執行您保單的行政工作及提供與您保單相關的服務；
- (iii) 分析或調查、處理及支付您保單有關的索償；
- (iv) 發出繳交保費通知及向您收取保費及欠款；
- (v) 任何與保險有關的產品或服務的任何更改、變更、取消或續期；
- (vi) 就以上用途聯絡您；
- (vii) 本公司行使任何代位權；
- (viii) 其它與上述用途有直接關係的附帶用途；及
- (ix) 遵循適用法律，條例及業內守則及指引。

本公司亦可因應上述用途將您的個人資料移轉予下列各方：

- (a) 就上述用途，向本公司提供行政、通訊、電腦、付款、保安及其它服務的第三方代理、承包商及顧問(包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商)；
- (b) 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- (c) 追討欠款的收數公司或索償代理；
- (d) 保險資料服務公司及信貸資料服務公司；
- (e) 再保公司及再保經紀；
- (f) 您的保險經紀(若有)；
- (g) 本公司的法律及專業業務顧問；
- (h) 本公司的關連公司(以《公司條例》內的定義為準)；
- (i) 現存或不時成立的任何保險公司協會或聯會或類同組織(「聯會」)及其會員，以達到任何上述或有關目的，或以便「聯會」執行其監管職能，或其他基於保險業或任何
- (j) 透過「聯會」移轉予任何「聯會」的會員，以達到任何上述或有關目的；
- (k) 任何有關的公司，或任何其他從事與保險或再保險業務有關的公司，或與保險業務有關的中介人或索償或調查或其他服務提供者，以達到任何上述或有關目的；
- (l) 保險索償投訴局及同類的保險業機構；及
- (m) 法例要求或許可的政府機關。

您在此授權本公司可向「聯會」從保險業內收集的資料中查

閱及/或核對您任何資料。

此外，經您同意，本公司可能會以其它方式使用及披露您的個人資料。

您有權查閱及要求更正由本公司持有有關您的個人資料。如有需要，可向本公司法律與合規部提出

(電話：2867 0888，傳真：3906 9939)。

使用資料作直接促銷

在取得您的有關書面同意下(包括您不反對之表示)，本公司擬使用您的資料作直接促銷。本公司會遵從條例內有關直接促銷的規定。請注意以下：

- (1) 本公司持有您的姓名、聯絡詳情、產品及服務組合信息及統計資料可不時被本公司用於直接促銷；
- (2) 以下服務類別可作推廣：
 - (i) 財務、保險及相關服務和產品；
 - (ii) 獎賞、年資獎勵或優惠計劃及相關服務和產品；
 - (iii) 本公司的聯名合作夥伴提供之服務和產品(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定))；及
 - (iv) 為慈善及或非牟利的目的之捐款及資助；
- (3) 上述服務、產品及標的可由本公司及/或下述人士提供或(如涉及捐款及資助)募捐：
 - (i) 本公司或中銀香港(控股)有限公司或其附屬公司之任何成員；
 - (ii) 第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商；
 - (iii) 本公司及本集團之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定))；及
 - (iv) 慈善或非牟利組織；
- (4) 除本公司推廣上述服務、產品及標的外，本公司同時擬提供列明於上述第(1)段之資料至上述第(3)段的所有或其中任何人士，該等人士藉以用於推廣上述服務、產品及標的，並本公司須為此目的取得您的同意(其中包您不反對之表示)；

若您不同意本公司使用或提供其資料予其他人士，藉以用於以上所述之直接促銷，您應通知本公司法律與合規部(電話：2867 0888, 傳真：3906 9939)以行使其不同意此安排的權利。