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# DOMESTIC HELPER INSURANCE POLICY

## 家庭僱傭保險單

**Please read this insurance carefully and see that it meets your requirements.**

**If you find anything missing or have any query, please do not hesitate to contact your insurance adviser or our Company.**

The Domestic Helper Insurance Policy is an insurance contract between Assicurazioni Generali S.p.A. (hereinafter referred to as “the Company”) and the Insured named in the Schedule. The contract is evidenced by this document and is hereinafter referred to as this Policy.

Section 1 - Employees' Compensation is the primary cover of this Policy, coverage under this Section is operative on payment of Premium as stated in the Schedule.

Section 2 - Personal Accident is provided, together with Section 1, at no extra Premium.

Section 3 - Hospitalisation Expenses is provided, together with Section 1, at no extra Premium.

Section 4 - Out-patient (Clinical) Expenses is an optional cover of this Policy and is operative only if so specified in the Schedule on payment of extra Premium.

The insurance coverage under each Section is stated in the relevant parts of this Policy. In addition to the Exclusions applicable to the individual Section, the coverage of each Section is further subject to the General Definitions, the General Exclusions and the General Conditions.

The Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereon will be considered as one document and any word or expression to which a specific meaning has been attached in any of them will bear such meaning throughout. In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.



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## General Definitions

Certain words in this Policy have special meanings. These words have the same meaning wherever they are used in this Policy, the Schedule or any Endorsement or Memorandum hereon. These are given below or defined in the appropriate Section of this Policy.

**Accident, Accidental**

means sudden and unforeseen event which happens unexpectedly.

**Domestic Helper**

means the person (named in the Schedule) in the Insured's immediate service and under a contract of service with the Insured and in the course of employment legally by the Insured as a domestic helper in accordance with the Employees' Compensation Ordinance of Hong Kong.

**Hong Kong**

means The Hong Kong Special Administrative Region.

**Insured**

means the Person (named in the Schedule) who is the legal employer of the Domestic Helper.

**Legislation**

means the Employees' Compensation Ordinance of Hong Kong.

**Period of Insurance**

means the duration (specified in the Schedule) for which this Policy is to operate and in force.

**Proposal**

means signed proposal form, any declaration and information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

**Schedule**

means the typed sheet, which sets out the details of this insurance, attaching to and forming part of this Policy.  
The Schedule should be read in conjunction with this Policy.

The Company will, subject to the terms of this Policy, indemnify the Insured named in the Schedule in respect of the events (as specified herein) occurring during the Period of Insurance for which the Insured has submitted the Proposal (that will be the basis of this contract and is deemed to be incorporated herein) and has paid or agreed to pay the Premium specified in the Schedule provided that all the terms of this Policy are complied with by the Insured and/or the Domestic Helper.

## Section 1 - Employees' Compensation

### COVER

WHEREAS the Insured carrying on the Business by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance herein contained and has paid or agreed to pay the Premium specified herein as consideration for such insurance

NOW THIS POLICY WITNESSETH that if any Employee in the Insured's immediate employ shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his employment by the Insured in the Business

THE COMPANY WILL subject to Policy Limit of Indemnity and to the terms exceptions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against his legal liability in respect of such bodily injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith

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

FURTHER PROVIDED THAT:

- (a) the due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with the Insured; and



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- (b) the truth of the statements and answers in the Proposal and Declaration and the Estimated Earnings Declaration and the Actual Earnings Declaration

shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Policy.

THE COMPANY WILL ALSO in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the Terms of this Policy in as far as they can apply.

## DEFINITIONS

For the purposes of this Policy:

- (a) "Accident" means an accident or a series of accidents arising out of one event.
- (b) "The Business" means the usual work and activities carried on by the Insured pertaining to his business as specified in the Schedule and no others.
- (c) "The Company" means Assicurazioni Generali S.p.A.
- (d) "The Company's Indemnity" means indemnity provided under this Policy including costs and expenses incurred by or on behalf of the Insured with the Company's written consent.
- (e) "Disease" means a disease contracted by an Employee of the Insured as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.
- (f) "Earnings" means all gross wages salaries remunerations commissions bonuses overtime termination payments allowances and the like directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by the Insured to his Employees.
- (g) "Employee" has the same meaning as assigned to that expression in the Ordinance.
- (h) "The Insured" means only the person or persons specified as such in the Schedule and no others.
- (i) "Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).
- (j) "The Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- (k) "Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).
- (l) "The Policy" means this Employees' Compensation Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read together as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (m) "The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (n) Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

## POLICY LIMIT OF INDEMNITY

- (a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company's Indemnity to the Insured shall in the aggregate be limited to the amount specified in the Schedule as "Policy Limit of Indemnity" irrespective of the number of Employees who may sustain bodily injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of the Insured in respect of a Disease contracted by an Employee due to the nature of his employment with the Insured which nature of employment applies during a period that extends over more than one policy period of insurance:
- (i) the aggregate of the Company's Indemnity to the Insured under all insurance policies shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and
- (ii) subject to the limitation of paragraph (b)(i) hereof, the Company's Indemnity to the Insured under this Policy shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Employee's period of employment falling within the Period of Insurance of this Policy bears to the total period of his employment to the nature of which such Disease was due.



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- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.
- (e) If there should be any shortfall in the actual Earning declared in accordance with paragraph (b) of INSURANCE PREMIUM of this Policy from the respective actual Earnings, the extent of the Company's Indemnity shall be reduced proportionately by the extent of under-insurance; and the balance shall be borne by the Insured himself. If no declaration of the actual Earnings by the Insured is received by the Company as prescribed, for the purpose of this clause the Earnings estimated by the Insured as at the commencement of the Period of Insurance shall be used in lieu of the actual Earnings that should have been declared to determine the extent of the under-insurance if any.

#### JURISDICTION CLAUSE

The Company shall not be liable under this Policy in respect of judgments against the Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong

#### EXCEPTIONS

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

- (a) the Insured's liability to employees of contractors to the Insured;
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (d) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- (e) the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- (f) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- (g) any injury by Accident or Disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power;
- (h) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (i) nuclear weapons material;
  - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission;
- (i) any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings.

#### AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

#### INSURANCE PREMIUM

- (a) Prior to the commencement of the Period of Insurance, the Insured shall supply the Company with a declaration estimating the Earnings of the Employees employed in the Business during the Period of Insurance (which Declaration is referred to herein as "the Estimated Earning Declaration") on the basis of which a deposit premium becomes payable to the Company.
- (b) The Insured shall within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of the Policy supply the Company with a completed Premium Adjustment and Declaration of Earnings Form stating the actual Earnings of Employees and provide the relevant supporting documents during the Period of Insurance (which declaration is referred to herein as "the Actual Earnings Declaration"). If the



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actual Earnings shall differ from the estimated Earnings the difference in premium shall be met by a further proportionate adjustment premium to be paid to the Company or by a premium refund to the Insured as the case may be.

- (c) It is hereby declared that the Premium payable by the Insured in consideration of the indemnity provided under this Policy is the sum of the deposit premium and the adjustment premium calculated pursuant to paragraphs (a) and (b) hereof.
- (d) The name Hong Kong Identity Card number class of employment and Earnings of every Employee of the Insured employed in the Business from time to time during the Period of Insurance shall be properly recorded by the Insured and retained in a safe place so that a record exists of all persons who are Employees of the Insured for the purposes of this Policy and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records.
- (e) If the Insured fails to cooperate with the Company in submitting the completed Premium Adjustment and Declaration of Earnings Form, without prejudice to any other rights of the Company, the Company shall retain the discretion not to renew this insurance upon expiry of the Policy.

#### CLAIMS SETTLEMENT CONDITIONS

- (a) **Claims Notification Demands etc.** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately give notice thereof in writing to the Company with full particulars.

The Insured shall also give the Company notice in writing immediately the Insured becomes aware of any intention to prosecute the Insured any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter claim writ summons and process shall be forwarded to the Company immediately on receipt.

- (b) **Claims Control by the Company.** The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In that event:
  - (i) the Insured shall provide all such information and assistance including the latest earnings of all employees duly certified as being correct by an independent auditor and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and
  - (ii) the Insured shall not without the written consent of the Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.
- (c) **Claims Payments by the Insured.** Where the Insured pays all or any part of a claim for which he is liable and for which indemnity is provided by this Policy the Insured shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records and documents.
- (d) **Other Insurance.** If at the time a claim is made by the Insured under this Policy there is any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.
- (e) **Waiver of Claims.** The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.
- (f) **Subrogation.** The company shall be entitled at its sole discretion to prosecute in the name of the Insured any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

#### GENERAL CONDITIONS

- (a) **Notices.** Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company and in the case of notice or communication to the Insured to his address specified in the Schedule.
- (b) **Precautions.** The Insured shall take all reasonable precautions to prevent Accidents and Diseases and shall comply with all relevant statutory requirements and obligations including but not limited to the provisions of the Factories and Industrial Undertakings Ordinance (Chapter 59 of the laws of Hong Kong) and any Regulations Rules or Notices issued made or promulgated thereunder.
- (c) **Changes in Risks.** The Insured shall immediately notify the Company in writing of any material change in the risk insured hereunder made by the Insured or any other person during the Period of Insurance including but not limited to:
  - (i) any merger with or acquisition of another company or business;



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- (ii) the Insured or any subsidiary or holding company of the Insured being placed in voluntary liquidation receivership or liquidation or entering into a composition with its creditors or being unable to pay its debts from its own resources; or
- (iii) any material change in the nature of the Business or in the number of the Insured's Employees.
- (d) **Right of Inspection.** The Company shall have the right and opportunity at all reasonable times to inspect the works machinery plant and appliances used in the Business.
- (e) **Assignment.** No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed hereon.
- (f) **Cancellation.** This Policy may be cancelled by the Company or the Insured by written notice of cancellation from one party to the other. Cancellation shall take effect seven (7) days after the date of posting the notice of cancellation and in such event the Premium shall be adjusted in accordance with the provisions of "Insurance Premium".
- (g) **Arbitration.** All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- (h) **Governing Law.** This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

## Section 2 - Personal Accident

### COVER

#### Item 1 - Death

The Company will pay the benefit in accordance with the Sum Insured specified in the Schedule if the Domestic Helper sustains death as a direct result of Accidental bodily injury caused by external violent and visible means in Hong Kong during the rest days and during the Period of Insurance provided that the death occurs within twelve (12) months of the date of Accident.

#### Item 2 - Permanent Disability

The Company will pay the benefit in accordance with the Sum Insured specified in the Schedule and the Table of Permanent Disability Benefits (as below) if the Domestic Helper sustains Permanent Disability as a direct result of Accidental bodily injury caused by external violent and visible means in Hong Kong during the rest days and during the Period of Insurance provided that the Permanent Disability occurs within twelve (12) months of the date of Accident.

#### Permanent Disability

means Permanent Total Disability (as defined below) or any partial and permanent disability as stated in the Table of Permanent Disability Benefits. Such disability must occur within twelve (12) months of the date of Accident and be proved to the Company's satisfaction to be permanent.

#### Permanent Total Disability

means total and permanent disability that prevents the Insured Person from attending to occupation of any kind. Such disability must occur within twelve (12) months of the date of Accident and be proved to the Company's satisfaction to be permanent.

### Table of Permanent Disability Benefits

The Company will pay the respective percentage of the Sum Insured specified in the Schedule as described below.

<i>Permanent Disability</i>	<i>Scale of Sum Insured Payable</i>
Permanent Total Disability	100%
Loss or permanent loss of use of both hands or feet	100%
Total and irrecoverable loss of sight in both eyes	100%
Loss or permanent loss of use of one hand or foot	75%
Total and irrecoverable loss of sight in one eye	75%
Total and irrecoverable loss of speech and hearing	75%
Total and irrecoverable loss of hearing in	
a) both ears	50%
b) one ear	25%
Total and irrecoverable loss of speech	25%

#### Memoranda under Item 2



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- a) Loss of a limb or member or part thereof will mean loss by actual physical severance or total and permanent loss of use.
- b) When a limb or an organ which was partially useless prior to an Accident becomes completely useless as a result of such Accident, the benefit payable will be equivalent only to the loss occasioned by the Accident. No payment however will be made in respect of the loss of a limb or an organ which was useless prior to the Accident.
- c) The aggregate benefit payable of various Disabilities will not exceed 100% in respect of any one Accident.
- d) The Sum Insured under this Item will be reduced by the benefit paid from the date of Accident.

#### **PROVISIONS** (under Section 2)

- a) If the Domestic Helper disappears as a direct result of sinking or wrecking of the common carrier in which the Domestic Helper was a fare-paying passenger during the Period of Insurance and the body of the Domestic Helper has not been found within twelve (12) months of the date of disappearance, the death of the Domestic Helper as the sole and direct result of such Accident may reasonably be presumed upon receipt of evidence to the Company's satisfaction. The Company will then pay the benefit under Item 1 - Death provided that the Domestic Helper's legal personal representatives will sign an undertaking to refund the benefit to the Company should the Domestic Helper be subsequently found to be living.
- b) The Company will only pay for either Item 1 - Death or Item 2 - Permanent Disability in respect of any one Accident.
- c) Any benefit payable under this Section will be paid to the Domestic Helper or to the Domestic Helper's legal personal representatives. Receipt of the benefit by the Domestic Helper or the legal personal representatives will discharge the Company's liability under this Section. This insurance will not be assignable and may not be made subject to any lien or charge or trust.
- d) The cover under this Section will cease on the renewal date of this Policy coincident with or immediately following the Domestic Helper's 60<sup>th</sup> birthday.

#### **EXTRA BENEFIT** (under Section 2)

##### **Accidental Dental Expenses**

The Company will, subject to the terms, exclusions and conditions, pay the reasonable and necessary dental expenses up to HK\$2,500 for any one Period of Insurance actually incurred by the Domestic Helper for oral treatment as a direct result of Accidental bodily injury caused by external violent and visible means in Hong Kong during the rest days and during the Period of Insurance provided that such treatment is received in Hong Kong from legally qualified and registered dentists.

If the Domestic Helper is entitled to benefit payable under any other sources or insurance policies, the benefit payable will be limited to the balance of expenses not covered by such other sources or insurance policies.

Claim for the expenses must be supported by official receipts from legally qualified and registered dentists in Hong Kong.

#### **EXCLUSIONS** (applicable to Section 2)

This Section will not cover death, Disabilities or expenses arising directly or indirectly from

- a) disease, illness or sickness of any kind.
- b) physical or mental defect or infirmity of any kind.
- c) the Domestic Helper engaging in any kind of sport in a professional capacity or where the Domestic Helper would or could earn any remuneration from engaging in such sport.
- d) the Domestic Helper engaging in or taking part in the following activities:
  - 1) racing or competition of any kind (other than on foot or whilst swimming or whilst sailing within Hong Kong territorial waters), or
  - 2) mountaineering or rock climbing using ropes or guides, pot-holing, or
  - 3) underwater activities necessitating the use of underwater breathing apparatus, or
  - 4) parachuting, sky diving, hand-gliding, ballooning, or
  - 5) bungee jumping of any kind, or
  - 6) winter sports of any kind (other than ice-skating), or
  - 7) motor cycling as driver or passenger, or
  - 8) any other dangerous sports or activities.
- e) Accident or bodily injury
  - 1) insured by Section 1 - Employees' Compensation of this Policy; or
  - 2) occurring during the working days of the Domestic Helper.

## **Section 3 - Hospitalisation Expenses**

### **COVER**



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The Company will, in accordance with the Limits of Indemnity as specified in the Schedule, pay the reasonable and necessary hospitalisation expenses actually incurred in Hong Kong by the Domestic Helper during the Period of Insurance while as a registered in-patient being confined in the Hospital for treatment or surgery.

The cover under this Section will cease on the renewal date of this Policy coincident with or immediately following the Domestic Helper's 60<sup>th</sup> birthday. If the Domestic Helper is entitled to benefit payable under any other sources (including Section 1 - Employees' Compensation of this Policy) or insurance policies, the benefit payable will be limited to the balance of expenses not covered by such other sources or insurance policies.

Claim for the expenses must be supported by official statement of accounts and official receipts from the Hospital.

#### Hospital

means any institution lawfully operated in Hong Kong for the care and treatment of injured persons with organised facilities for diagnosis and surgery, having twenty-four (24) hours per day nursing services by legally qualified registered nurses and medical supervision under legally qualified registered medical practitioners, but not including any institution used primarily as a clinic, a nursing or convalescent home, a place of rest, a geriatric care facility, a mental institution, a rehabilitation or extended care facility, or a place for the care or treatment of alcoholics or drug addicts.

### **EXTRA BENEFITS** (under Section 3)

#### **Repatriation Expenses**

The Company will, subject to the terms, exclusions and conditions, pay the reasonable and necessary expenses actually incurred up to HK\$25,000 for any one Period of Insurance in respect of

- 1) the repatriation of the Domestic Helper to the country of origin in the event of serious sickness or injury resulting in the Domestic Helper's being certified by legally qualified and registered medical practitioners as medically unfit to work, provided that such repatriation will be on a scheduled flight (economy class) and will include any transportation for ambulance transfer to and from the airport; or
- 2) the Domestic Helper's post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in the Domestic Helper's country of origin.

This Extra Benefit does not cover nor apply to any event which is caused directly or indirectly by or which results from any repatriation or transportation of mortal remains originating outside Hong Kong.

Claim for the expenses must be supported by official receipts from recognised service providers.

#### **Replacement Helper Expenses**

The Company will pay the reasonable and necessary expenses actually incurred up to HK\$5,000 for any one Period of Insurance to employ a new domestic helper if the Insured repatriates the Domestic Helper or returns the mortal remains to the Domestic Helper's country of origin and a valid claim is payable under the Extra Benefit - "Repatriation Expenses" of this Section.

Claim for the expenses must be supported by official receipts from recognised service providers.

#### **Temporary Domestic Helper Expenses**

The Company will pay the reasonable and necessary expenses actually incurred up to HK\$250 per day and a maximum of HK\$5,000 for any one Period of Insurance to hire a temporary domestic helper during the period that the Domestic Helper being confined in the Hospital as a registered in-patient for treatment or surgery, provided that the period of hospitalisation is longer than three (3) consecutive days and a valid claim in respect of hospitalisation expenses is payable under this Section.

The Company will not pay any expense for the first three (3) days of each period that the Domestic Helper being confined in the Hospital.

Claim for the expenses must be supported by official receipts from the temporary domestic helper or such service providers.

### **EXCLUSIONS** (applicable to Section 3)

This Section does not cover

- a) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilisation, heart disease or cancer.
- b) rest cure, routine check-up or routine test of any kind.
- c) cosmetic or plastic surgery.
- d) vaccinations, immunisation injections or preventive medication.
- e) dental treatment of any kind.
- f) charge for the procurement or use of special brace, appliance, spectacles, hearing aid, wheel chair, crutch or other equipment.
- g) expenses incurred outside Hong Kong.
- h) disease, illness or sickness which originated before or on the fifteenth (15<sup>th</sup>) day from the inception of this insurance.

## **Section 4 - Out-patient (Clinical) Expenses (Optional Cover)**

**Section 4 is an optional cover of this Policy. It is operative only if so specified in the Schedule.**





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## COVER

The Company will pay the reasonable and necessary clinical expenses actually incurred in Hong Kong by the Domestic Helper during the Period of Insurance from a clinic for medical treatment carried out by a legally qualified and registered medical practitioner, up to a maximum of HK\$200 per visit per day. This also covers bonesetters' fees up to HK\$100 per visit per day with a maximum of HK\$500 per policy year.

The Company will not pay more than HK\$5,000 for Out-Patient Expenses during the Period of Insurance.

The cover under this extension will cease on the renewal date of this Policy coincident with or immediately following the Domestic Helper's 60<sup>th</sup> birthday. If the Domestic Helper is entitled to benefit payable under any other sources (including Section 1 - Employees' Compensation of this Policy) or insurance policies, the benefit payable will be limited to the balance of expenses not covered by such other sources or insurance policies.

Claim for the expenses must be supported by official receipts from the clinic.

## ADDITIONAL BENEFITS (under Section 4)

### Loan Protection

The amount of any financial loan the Insured makes to the Domestic Helper which cannot be repaid due to death or Permanent Total Disability of the Domestic Helper provided that satisfactory documented evidence of the loan is provided.

The Company will not pay more than HK\$10,000 for Loan Protection during any one Period of insurance.

### Permanent Total Disability

means total and permanent disability that prevents the Domestic Helper from attending to occupation of any kind. Such disability must occur within twelve (12) months of the date of Accident and be proved to the Company's satisfaction to be permanent.

### Fidelity Protection

The Company will provide indemnity to the Insured for loss of Insured's Home Contents due to theft from the place of employment by the Domestic Helper during the employment of the Domestic Helper with the Insured. The Company shall pay up to HK\$3,000 any one Accident of Home Contents.

#### Home Contents

means furniture, household goods, personal effects, valuables, household property of the Insured or any member of the family normally residing with the Insured, fixtures and fittings furnished by the Insured, but excluding

- money, deeds, bonds, bills of exchange, promissory notes, securities for money, documents of any kind, manuscripts, medals and the like;
- pedal cycles, motor vehicles and/or accessories, motorcycles and/or accessories, aircraft and/or accessories, water crafts and/or accessories, other mechanically and/or electrically propelled vehicles and/or accessories;
- pets or animals or livestock, growing plants or crops and the like;
- models, spectacles, lens and the like;
- structure of the building, outbuildings, fences, gates, posts and walls relating to the building, masts and related fittings fixed to the building, landlord's fixtures and fittings, foundations and drains, external television and radio antennae, aerials, aerial fittings, satellite dishes and the like;
- property contained in or on verandahs, balconies, patios, terraces, forecourts and in the open generally;
- the value of any kind of information;
- mobile or portable telecommunication equipment, mobile telephones, pagers, portable computers, portable data equipment, electronic diaries or personal data assistants and the like while away from the place of employment;
- sports equipment whilst in use;
- property primarily used for business or employment purposes;
- property more specially insured by any other insurance policy.

The Company will not pay the loss if such loss is not reported to the police within 24 hours of discovery and such loss is not discovered within 30 days after the termination of employment contract between the Insured and the Domestic Helper.

The Company will also indemnify the Insured up to HK\$500 any one Accident for the costs of replacing lock due to theft of Insured's Home Contents incurring damage to door / cabinet / drawer.

The Company will not pay more than HK\$8,000 for Fidelity Protection during any one Period of Insurance.

## EXCLUSIONS (applicable to Section 4)

This Section does not cover

- a) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilisation, heart disease or cancer.
- b) rest cure, routine check-up or routine test of any kind.
- c) cosmetic or plastic surgery.
- d) vaccinations, immunisation injections or preventive medication.
- e) dental treatment of any kind.
- f) charge for the procurement or use of special brace, appliance, spectacles, hearing aid, wheel chair, crutch or other equipment.



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- g) expenses incurred outside Hong Kong.
- h) disease, illness or sickness which originated before or on the fifteenth (15<sup>th</sup>) day from the inception of this insurance.

## General Exclusions (applicable to all Sections)

The Company will not be liable in respect of

- a) any injury by accident or disease attributable to war, invasion act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power.
- b) any liability, injury by accident or disease of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - 1) nuclear weapons material;
  - 2) ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel and for the purposes of this exclusion combustion will include any self-sustaining process of nuclear fission.
- c) any Accident, injury, disease, illness or sickness sustained outside Hong Kong.
- d) committing crime, taking part in unlawful act or illegal activities, resistance to arrest, fighting of any kind (except in bona fide self-defence).
- e) suicide or attempted suicide, intentional self-injury, wilful exposure to danger (other than in an attempt to save human life).
- f) effect or influence of alcohol or drugs, unless the drugs are taken in accordance with the authorised medical prescription from legally qualified and registered medical practitioners.
- g) Human Immunodeficiency Virus (HIV), HIV related illness including Acquired Immune Deficiency Syndrome (AIDS), any mutant derivatives or variations however caused.
- h) pregnancy, miscarriage, or childbirth or complications arising from any of them.
- i) pre-existing injury, disease, illness or sickness prior to the date of Proposal to this insurance.
- j) the Domestic Helper being no longer employed by the Insured.

## General Conditions (applicable to all Sections)

- 1) The Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereto will be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Proposal, this Policy, the Schedule and any Endorsement or Memorandum hereto will bear such specific meaning wherever it may appear.
- 2) The due observance and fulfilment of the terms, exclusions and conditions of this Policy in so far as they relate to anything to be done or not to be done by the Insured and/or the Domestic Helper and the truth of the statements and answers in the Proposal will be conditions precedent to any liability of the Company to make any payment under this Policy.
- 3) Every notice or communication to be given or made under this Policy will be delivered in writing to the Company.
- 4) The Insured and the Domestic Helper will take all reasonable steps
  - a) to prevent Accidents and disease;
  - b) to comply with statutory obligations.
- 5) The Insured must give written notice to the Company immediately or before renewal of this Policy of any change in health or work activities of the Domestic Helper which materially affect this insurance.
- 6) In the event of any occurrence which may give rise to a claim under this Policy, the Insured will as soon as possible give notice thereof to the Company with full particulars. Every letter, claim, writ, summons and process will be notified or forwarded to the Company immediately on receipt. Notice will also be given to the Company immediately the Insured will have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any such occurrence.
- 7) No admission, offer, promise or payment will be made by or on behalf of the Insured without the written consent of the Company which will be entitled if the Company so desires to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for the Company's own benefit, any claim for indemnity or damages or otherwise and will have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured will give all such information and assistance as the Company may require.
- 8) It is a condition precedent to any liability of the Company under this Policy that the Insured will, at the Insured's 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 will be allowed, at the Company's own expense, upon reasonable notice to the Insured to have a medical examination of the Domestic Helper from time to time or in case of death upon reasonable notice to the Domestic Helper's legal personal representative to have a post-mortem examination of the body.



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The death of the Domestic Helper will be established by an official death certificate. Any claim arising from the death of the Domestic Helper will be payable to the Domestic Helper's legal personal representative.

- 9) If at the time any claim arises under this Policy there be any other insurance covering the same liability, benefit or expenses, the Company will not be liable to pay or contribute more than the Company's rateable proportion of any such claim and costs and expenses in connection therewith.
- 10) All benefits under this Policy will be forfeited
  - a) if any claim made be in any respect fraudulent;
  - b) if any fraudulent means or devices are used by the Insured or any one acting on the Insured's behalf to obtain benefit under this Policy.
- 11) The indemnity will not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction within the territory of Hong Kong.
- 12) All differences arising out of this Policy will be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators, one to be appointed in writing by each of the parties within one (1) calendar month after having been required in writing so to do by either of the parties or in case the arbitrators do not agree of an umpire appointed in writing by the arbitrators before entering upon the reference. The umpire will sit with the arbitrators and preside at their meetings and the making of an award will be a condition precedent to any right of action against the Company. If the Company will disclaim liability to the Insured for any claim hereunder and such claim will 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 will for all purposes be deemed to have been abandoned and will not thereafter be recoverable hereunder.
- 13) This Policy may be cancelled at any time
  - a) by the Insured on seven (7) days advance notice to that effect being given in writing to the Company in which case the Company will retain the customary short period rate for the time this Policy has been in force subject to the minimum Premium;
  - b) by the Company on seven (7) days advance notice to that effect being given in writing to the Insured's last known address, in which case the Company will be liable to return a rateable proportion of the Premium for the unexpired term from the date of cancellation.  
Provided that
    - i) no claim has been made in the then current Period of Insurance;
    - ii) the Insured will return this Policy and all related documents to the Company prior to a refund Premium to the Insured.
- 14) This Policy will be subject to a minimum Premium of HK\$300 plus Levies and related charge(s).

## Clause(s) & Endorsement(s)

This insurance is also subject to the following Clause(s) and Endorsement(s).

### War And Terrorism Exclusion Endorsement (applicable to all Sections)

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

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (2) any act of terrorism.

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

This Endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

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 Insured.

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

### Terrorism Endorsement (applicable to Section 1)

- 1) Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:
  - a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11<sup>th</sup> January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorised to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
  - b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
  - c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.



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- 2) For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organisation or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.
- 3) This Policy does not cover any bodily injury, death, disease, loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any act of terrorism (including the action taken to control, suppress or prevent any act of terrorism) which is
  - i) beyond the scope and limit of liability provided under the Facility Agreement, or
  - ii) of a wider scope of meaning as defined in paragraph 2 above.
- 4) If the Company alleges that by reason of the above paragraph 3 any loss, damage, cost or expense is not covered under this Policy, the burden of proving the contrary shall be upon the Insured.
- 5) In the event any part of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 6) Words and phrases in this Endorsement shall have the same meaning as in this Policy.

**Self-employed Person or Sole Proprietor Exclusion Endorsement** (applicable to Section 1)

The Company shall not be liable in respect of the Insured's liability to self-employed person or sole proprietor under the employ of the Insured or with whom the Insured has a contractual relationship.

For the purpose of this Endorsement such self-employed person or sole proprietor is not deemed to be an employee of the Insured within the meaning of this Policy.

**Asbestos Exclusion Endorsement** (applicable to Section 1)

The Company shall not be liable under this Policy in respect of any liability resulting from existence, mining, handling, removal, testing, remediation, disposal, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos.

**IT Clarification Clause** (applicable to Section 4 - Fidelity Protection)

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

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

**Sanctions Clause** (applicable to all Sections except Section 1)

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition, or restriction, under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United States of America or any other country, state or territory which has jurisdiction in the matter.

**Territorial Exclusion Clause**

The Company shall not indemnify the Insured/policyholder for any liability: (i) in respect of any judgment, award, payment, legal costs and expenses or settlement delivered, made or incurred where legal actions are brought in a court of law within countries which operate under the laws of <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>, or any order made anywhere in the world to enforce such judgment, award, payment, legal costs and expenses or settlement either in whole or in part; (ii) incurred by the government of <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>, or resulting from activities that involve or benefit the government of <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>, or where the payment of such indemnity by the Insurer will benefit the government of <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>; (iii) in respect of any settlement agreed or incurred outside of a court of law, prior to any legal actions being brought, by, or to the benefit of, persons or entities resident in <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>; Entities shall include any parent company, direct or indirect holding company owned or controlled by the government of <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>, persons or entities resident in <Fully Embargoed and Comprehensive Sanctioned Countries/ Territories>.

For the purposes of this territorial exclusion clause, the Insured/policyholder hereby acknowledges and agrees that Fully Embargoed and Comprehensive Sanctioned Countries/Territories shall be listed under Generali Corporate website at <[https://www.generali.com.hk/EN\\_US/sanctioned\\_countries](https://www.generali.com.hk/EN_US/sanctioned_countries)>, with such list to be updated from time to time, and incorporated into the policy.

**Rights of Third Parties** (applicable to all Sections)

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

**Important Notice** (applicable to Section 1)

The Employees' Compensation Ordinance requires an employer to take out an insurance policy cover **ALL** employees engaged in his business with a **Minimum Amount** of insurance coverage. The Insured should ensure that this Policy complies with the Ordinance requirements. A subsequent change in number of employees may result in a higher amount of insurance coverage being required under the Ordinance. In this event, the Insured should consult the Company immediately.



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### **Personal Information Collection Statement**

- (a) From time to time, it is necessary for you to supply Generali Life (Hong Kong) Limited/ Assicurazioni Generali S.p.A. Hong Kong Branch (where applicable) (the "Company") with data about yourself(ves), policyholder(s), life insured(s), beneficiary(ies), claimant(s), and/ or other relevant individuals (the "Personal Data") in connection with the provision of insurance and/ or related products and services to you, the processing of claims under insurance policies issued and/ or arranged by the Company, and/ or the processing of any or all other requests, enquiries and complaints from you.
- (b) Provision of the Personal Data to the Company by you is voluntary. However, failure to supply the Personal Data may result in the Company being unable to provide insurance and/ or related products and services to you, process claims under insurance policies issued and/ or arranged by the Company, and/ or process any or all other requests, enquiries, or complaints from you.
- (c) The purposes for which the Personal Data may be used are as follows:
- (i) processing your insurance application, arranging and executing insurance contract, and managing your account with the Company;
  - (ii) customer services and other related activities;
  - (iii) conducting data matching procedures;
  - (iv) designing insurance and/ or related products and services for customers' use;
  - (v) marketing insurance and/ or other related products and services of the Company and/ or its parent company and group companies (hereinafter referred to as the "Group Entities");
  - (vi) direct marketing of insurance and/ or other related products and services subject to your prior prescribed consent (if any), and you can exercise the right of opt-out by notifying the Company at any time;
  - (vii) statistical or actuarial research of the Company, its Group Entities, insurance industry associations or federations, governments and/ or regulatory entities;
  - (viii) complying with the requirements under any laws, rules, regulations, codes, guidelines, court orders, compliance policies and procedures, and any other relevant requirements which the Company and/ or its Group Entities are expected to comply with, including, without limitation, performing due diligence on customers and making disclosures of the relevant information; and
  - (ix) fulfilling any other purposes directly relating to (i) to (viii) above.
- (d) The Personal Data held by the Company shall be kept confidential, but the Company may provide the Personal Data to the following parties (whether within or outside the Hong Kong Special Administrative Region) for the purposes set out in paragraph (c) above, without prior notification to you and/ or any other relevant individuals to whom the Personal Data is related:
- (i) intermediaries, claims service providers, coinsurers, reinsurers, banks and credit-card companies, health and medical organizations, business partners, and/ or any other relevant parties, as appropriate, who provide administrative, telecommunication, computer, payment, marketing, investigation, advisory and/ or other services to the Company in connection with the operation of its business;
  - (ii) relevant insurance industry associations or federations, and/ or members of such industry associations or federations;
  - (iii) overseas locations, as appropriate, of the Company and/ or its Group Entities;
  - (iv) persons to whom the Company and/ or its Group Entities are under an obligation to make disclosure under the requirements as mentioned in (c) (viii);
  - (v) any court, government or regulatory entity (including, without limitation, tax authority, insurance authority, etc.) under any laws binding on the Company and/ or its Group Entities;
  - (vi) lawful successors or assigns of the Company; and
  - (vii) persons who owe a duty of confidentiality to the Company and/ or its Group Entities.
- (e) The Company may verify any or all of the Personal Data by using information collected and released or transferred by relevant insurance industry associations or federations, and/ or members of such industry associations or federations.
- (f) In accordance with the Personal Data (Privacy) Ordinance:
- (i) any individual has the right to:
    - (A) check whether the Company holds data about him/ her and, if so, obtain a copy of such data;
    - (B) require the Company to correct any data relating to him/ her that is inaccurate; and
    - (C) ascertain the Company's policies and practices in relation to data and to be informed of the kind of data held by the Company; and
  - (ii) the Company has the right to charge a reasonable fee for the processing of any data access request.
- (g) The person to whom requests for access to data and/ or correction of data and/ or for information regarding policies and practices and kinds of data held are to be addressed as follows:
- (i) Personal Data Protection Officer,
  - (ii) Generali Life (Hong Kong) Limited/ Assicurazioni Generali S.p.A. Hong Kong Branch (where applicable)
  - (iii) 21/F, Cityplaza One  
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