

FOREIGN DOMESTIC HELPER INSURANCE POLICY

招商局 保 險 有 限 公 司

CHINA MERCHANTS INSURANCE COMPANY LIMITED

香港黃竹坑道8號 South Island Place 2303-04 室

Suites 2303-04, 23/F., South Island Place, 8 Wong Chuk Hang Road, Hong Kong.

Tel 電話: 2890 5940 Fax 傳真: 2576 2292 Email 電郵: cmi@cmhk.com Website 網址: www.cm-insurance.com





Please read this Policy carefully and ensure that it meets your requirements

WHEREAS the Insured named in the Schedule, by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to China Merchants Insurance Company Limited (hereinafter called "CMI") for the insurance hereinafter contained and has paid or agreed to pay the Premium mentioned in the Schedule as consideration for such insurance

NOW THIS POLICY WITNESSETH that in respect of any Event mentioned in the Schedule occurring during the Period of Insurance and subject to the terms, exceptions and conditions contained in or endorsed on this Policy (hereinafter referred to as "the Terms"), CMI will pay the respective Benefits to the Insured, the Domestic Helper, or in the case of death of the Domestic Helper, the Domestic Helper's legal personal representative

PROVIDED THAT the due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal and Declaration shall be conditions precedent to any liability of CMI to make any payment under this Policy.

DEFINITIONS

The following terms shall have the below-mentioned meaning when used in this Policy unless otherwise attached in respective Sections :

Accident

As referred to in the definition of Injury means a sudden unforeseen and fortuitous event.

Benefit

The sum set out in each Section against the relevant Event.

Bonesetter

A person who is a registered Chinese medicine practitioner (Bone-setting) under the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) and is legally qualified to provide bone-setting medical treatment in Hong Kong, but excluding Bonesetter who is the Insured, the Insured Person or a person related to the Insured or the Insured Person in anyway.

Chiropractor

A person who is a registered chiropractor under the Chiropractors Registration Ordinance (Cap. 428 of the Laws of Hong Kong) and is legally qualified to provide chiropractic treatment in Hong Kong, but excluding Chiropractor who is the Insured, the Insured Person or a person related to the Insured or the Insured Person in anyway.

Dentist

A person who is a registered dentist under the Dentists Registration Ordinance (Cap. 156 of the Laws of Hong Kong) and is legally qualified to provide dental treatment in Hong Kong, but excluding a Dentist who is the Insured, the Insured Person or a person related to the Insured or the Insured Person in anyway.

Domestic Helper

The helper named in the Schedule who is lawfully employed under an employment contract as governed by the Immigration Ordinance (Chapter 115) by the Insured as a foreign domestic helper in the Insured's Residence, provided that she is between 18 and 65 years of age, and not related to the Insured, and who is eligible for and covered by the insurance provided in this Policy.

Event

The occurrence or any one of occurrence of the event stated in the Policy against which the relative Benefit is stated.

Family Member

The person who is a relative of the Insured and resides with the Insured at the same premises at the Place of Employment as stated in the Schedule.

Geographical Area

Hong Kong Special Administrative Region ("HKSAR") of the People's Republic of China.

Hospital

Any institution operated pursuant to law for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision, but not including any institution used primarily as 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.

Hospital Patient

A patient necessarily and continuously confined to a Hospital, under the care of a medical practitioner for more than 24 hours, confinement being certified as necessary by the attending medical practitioner.

Injury

Bodily injury resulting solely, directly and independently of all other causes from an Accident caused by external violent and visible means.

The Insured

The person specified as such in the Schedule.



Local Helper

A person employed under an employment contract (either written or verbal) as governed by the Employees' Compensation Ordinance by the Insured as a local helper (not a foreign Domestic Helper as defined above) in the Insured's Residence.

Period of Insurance

The period specified in the Schedule and any subsequent period for which the Insured shall have paid the premium and CMI shall have accepted the renewal premium, as the case may be.

Permanent Total Disablement

Disablement resulting directly solely and independently of other cause from Injury during the Period of Insurance, which has lasted for an uninterrupted period of twelve (12) calendar months from the date of Injury, and at the expiry of that period, is beyond hope of improvement and recovery and will continue for the remainder of the Domestic Helper's life, and which physically entirely and permanently prevents the Domestic Helper from engaging in or attending to all duties of an usual domestic helper, the foregoing being duly certified by a Qualified Medical Practitioner.

Physiotherapist

A person who is a registered physiotherapist under the Physiotherapist (Registration and Disciplinary Procedure) Regulation, (Cap. 359 subsidiary legislation J of the Laws of Hong Kong) and is legally qualified to provide physiotherapy treatment in Hong Kong, but excluding Physiotherapist who is the Insured, the Insured Person or a person related to the Insured or the Insured Person in anyway.

Policy Year

A period which is construed to be twelve calendar months counting from the date of inception of this Policy or day immediately after expiry of the said twelve months as far as applicable.

Pre-existing Condition

Any physical or medical condition which has been suffered, diagnosed, caused or originated before the original inception date of the Policy.

Qualified Medical Practitioner

A person who is a registered medical practitioner under Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) and is legally qualified to render western medical or surgical service in Hong Kong, but excluding a medical practitioner who is the Insured, the Insured Person or a person related to the Insured or the Insured Person in anyway.

Residence

The Place of Employment specified in the Schedule.

Unless the context otherwise requires, words and expressions importing any gender also include reference to all other genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

SCHEDULE OF BENEFITS

Section	The Coverage	Maximum Limit (HK\$)	
		Plan 1	Plan 2
Basic Cover			
1	Employers' Liability Section Limit any one event	100 million	100 million
2	Hospitalisation and Surgical Expenses (a) Room, board and other miscellaneous hospital charges Limit per day (b) Surgical operation expenses Limit per operation Section Limit per Policy Year	300 15,000 35,000	300 12,000 25,000
3	Clinical Expenses (a) Out-patient Limit per visit per day (b) Bone-setting, physiotherapy or chiropractic treatment Limit per visit per day Limit per Policy Year Section Limit per Policy Year	200 100 500 4,000	150 100 500 3,000
4	Dental Expenses Section Limit per Policy Year	2,000	1,500
5	Personal Accident Section Limit per Policy Year	150,000	100,000
6	Repatriation Expenses Section Limit per Policy Year	25,000	15,000



7	Loss of Services Cash Subsidy Limit per day Section Limit per Policy Year	200 6,000	200 6,000
8	Re-hiring Expenses Section Limit per Policy Year	10,000	5,000
9	Fidelity Protection Section Limit per Policy Year	10,000	5,000
10	Personal Liability Section Limit per Policy Year	200,000	100,000
11	Replacement of Lock Section Limit per Policy Year	500	Not applicable
12	Medical Expenses due to Abuse of Family Member Section Limit per Policy Year	5,000	Not applicable
13	Loan Protection Section Limit per Policy Year	10,000	Not applicable
OPTIONAL COVER			
14	Cancer and Heart Disease Supplementary Benefit (Operative only if this cover is shown in the Policy Schedule) (a) Hospital Top-Up Benefit Limit per Policy Year (b) Special Medical Test and Treatment Expenses Limit per Policy Year	65,000 5,000	25,000 2,500
	Section Limit per Policy Year	65,000	25,000
	Aggregate Limit per Policy Year for Section 2 and Section 14	100,000	50,000

THE COVERAGE

The benefit amount payable to the Insured or the Domestic Helper or her legal personal representatives are subject to all limits and sub-limits of the pursuant Section as shown under the Plan selected in the Schedule of Benefits, and are subject to the Terms of the Policy.

SECTION 1 – EMPLOYER’S LIABILITY

If the Domestic Helper 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 her employment by the Insured

CMI will subject to the Limit of Indemnity and to 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 CMI'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 CMI under this Section shall be limited to such sums as CMI would have been liable to pay if the Ordinance had remained unaltered.

Definitions Applicable To Section 1

1. **Accident** means an accident or a series of accidents arising out of one event.
2. **Disease** means a disease contracted by the Domestic Helper as a result of her exposure to the nature of her employment with the Insured.
3. **Noise-Induced Deafness** has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of the Hong Kong Special Administrative Region).
4. **The Ordinance** means the Employees' Compensation Ordinance (Chapter 282 of the laws of the Hong Kong Special Administrative Region).
5. **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 the Hong Kong Special Administrative Region).

Limit of Indemnity

1. In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section, CMI's Indemnity to the Insured shall in the aggregate be limited to the Section Limit as specified in the Schedule of Benefits.



2. At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section, CMI may pay to the Insured the full amount of CMI's liability specified in paragraph 1. 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 CMI shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of CMI in connection therewith or of CMI relinquishing such conduct.
3. **Terrorism Endorsement**
Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by Accident or Disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:
 - (a) the Limit of Indemnity under this Section shall be such amount which CMI actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and CMI under which the Government agreed to make available to CMI 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) CMI will only be required to make payment after it has received from the Government (i) an approval letter confirming that CMI should settle the claim and (ii) payment under the Facility Agreement;
 - (c) for the avoidance of doubt, CMI 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 CMI's breach of the Facility Agreement, or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss under the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under Facility is exhausted, or the termination of the Facility Agreement by the Government; and
 - (d) this Section shall in no event compensate any amount in excess of the minimum statutory cover required under the Employees' Compensation Ordinance notwithstanding the limits and coverage provided by this Section.

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.

If CMI alleges that the Loss falls within the scope of this endorsement the burden of proving the contrary shall be upon the Insured.

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

Words and phrases in this endorsement shall have the same meaning as in this Section.

Special Provision To Section 1

Avoidance of Certain Terms and Rights of Recovery

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

Exceptions To Section 1

CMI shall not be liable under this Section in respect of:

1. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
2. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
3. any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
4. the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
5. 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;
6. any injury by Accident or Disease where CMI has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable CMI to be added as a party to the proceedings;
7. any liability arising directly or indirectly from any judgement which is not at first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong;
8. any liability arising directly or indirectly from any judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.

SECTION 2 – HOSPITALISATION AND SURGICAL EXPENSES

CMI will subject to the Terms of the Policy reimburse the Insured in respect of medical expenses necessarily and reasonably incurred from a Hospital for surgery or treatment of sickness or Injury of the Domestic Helper including:



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- (a) Room, board and other miscellaneous hospital charges; and
(b) Surgical operation expenses
while she is a Hospital Patient, up to the Maximum Limit as specified in the Schedule of Benefits.

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits.

SECTION 3 – CLINICAL EXPENSES

CMI will subject to the Terms of the Policy reimburse the Insured in respect of medical expenses necessarily and reasonably incurred from a clinic for sickness or Injury including consultation, prescribed medicine, laboratory and X-ray charges incurred by the Domestic Helper where treatment is carried out by a Qualified Medical Practitioner up to the Maximum Limit as specified in the Schedule of Benefits. This Section also covers the necessary and reasonable expenses incurred for bone-setting or physiotherapy or chiropractic treatment rendered by Bonesetter, Physiotherapist or Chiropractor, up to the Maximum Limit as specified in the Schedule of Benefits.

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits.

Exceptions To Section 2 and Section 3

CMI will not pay for loss caused by or contributed to:

1. death, Injury, illness, charges, costs or liability caused directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
2. sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them;
3. suicide or attempted suicide, intentional self-injury, willful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act;
4. mental or nervous disorders, alcoholism, or drug addiction;
5. cosmetic surgery unless due to Injury;
6. Pre-existing Conditions;
7. correction for visual impairment;
8. X-ray, ultrasound, routine physical examinations, health check-ups or tests not incidental to treatment;
9. vaccination, immunization, injection or preventive medication;
10. dental care or surgery unless due to Injury;
11. Injury or illness caused or sustained outside the Geographical Area;
12. any expenses or charges for special nursing care, wheel-chair, iron lung, artificial limbs, braces, crutches or other prosthetic devices or hospital equipment except for the rental of such devices or equipment during the hospital confinement period;
13. any expenses incurred outside the Geographical Area.

SECTION 4 – DENTAL EXPENSES

CMI will subject to the Terms of the Policy reimburse the Insured up to two-thirds of the emergency dental expenses necessarily and reasonably incurred by the Domestic Helper for oral surgery, treatment of abscesses, extractions or fillings as a result of dental disease where such dental work is carried out by a Dentist.

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits.

Exceptions To Section 4

CMI will not pay for loss caused by or contributed to:

1. routine examination;
2. scaling, polishing or cleaning;
3. crowning, bridges, braces and dentures;
4. dental prosthetics involving precious alloy restorations;
5. any expenses incurred outside the Geographical Area.

SECTION 5 – PERSONAL ACCIDENT

If the Domestic Helper shall suffer Injury during rest days, resulting directly and solely from an Accident occurring within the Geographical Area and if such Injury shall within twelve (12) calendar months result in death or permanent disablement, CMI will pay compensation for one of the following losses to the Domestic Helper or to her legal personal representatives in case of her death.

<u>Losses</u>		<u>Percentage of Maximum Limit as specified in the Schedule of Benefits</u>
(a)	Accidental death	100%
(b)	Loss of two or more limbs	100%
(c)	Loss of sight of both eyes	100%
(d)	Loss of one limb and sight of one eye	100%
(e)	Permanent Total Disablement	100%
(f)	Loss of one limb	50%
(g)	Loss of sight of one eye	50%



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Loss of limb shall mean physical severance or total and permanent loss of use of a hand or foot at or above wrist or ankle. Loss of sight shall mean total and irrecoverable loss of all sight.

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits.

Exceptions To Section 5

CMI will not pay for loss caused by or contributed to:

1. Death or Injury caused:
 - (a) by suicide or attempted suicide, intentional self-injury, willful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act;
 - (b) by Pre-existing Conditions;
 - (c) by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription;
 - (d) directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
 - (e) by sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them.
2. Death or Injury arising from:
 - (a) air travel except as a passenger in a fully licensed, scheduled, passenger carrying aircraft;
 - (b) regular or temporary, military or police duties.
3. Death or Injury caused by the Insured's Domestic Helper taking part in:
 - (a) mountaineering or rock climbing using ropes or guides;
 - (b) underwater activities necessitating the use of underwater breathing apparatus;
 - (c) parachuting;
 - (d) pot-holing;
 - (e) racing (other than on foot or while swimming);
 - (f) bungee jumping;
 - (g) professional sports;
 - (h) winter sports;
 - (i) motor cycling.
4. Death or Injury outside the Geographical Area.
5. Death or Injury arising out of and in the course of employment activities.

SECTION 6 – REPATRIATION EXPENSES

CMI will subject to the Terms of the Policy indemnify the Insured in respect of his contractual liability to repatriate the Domestic Helper to her home country before the expiry of the employment contract with the Domestic Helper in the following circumstances:

1. the actual cost of returning the remains in case of the death of the Domestic Helper occurring during the Period of Insurance and within the Geographical Area;
2. the economy class airfare from Hong Kong to the home country of the Domestic Helper in case of her inability to complete the contract with the Insured due to medical unfitness as certified by a Qualified Medical Practitioner.

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits.

Exceptions To Section 6

CMI will not pay for loss caused by or contributed to:

1. expenses, charges, costs or liability caused directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
2. sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them;
3. suicide or attempted suicide, intentional self-injury, willful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act;
4. mental or nervous disorders, alcoholism, or drug addiction;
5. Pre-existing Conditions;
6. Injury or illness caused or sustained outside the Geographical Area.

SECTION 7 – LOSS OF SERVICES CASH SUBSIDY

CMI will subject to the Terms of the Policy subsidise the Insured the expenses in hiring a temporary domestic helper in an amount as specified in the Schedule of Benefits commencing from the fourth day for loss of services if the Domestic Helper is hospitalised as an in-patient for treatment or surgery for a period of three (3) consecutive days or more and a valid claim is payable under Section 2 of this Policy.

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits.

Exceptions To Section 7

CMI will not pay for loss caused by or contributed to events not covered under Sections 2 and 3 of this Policy.



SECTION 8 – RE-HIRING EXPENSES

CMI will subject to the Terms of the Policy reimburse the Insured in respect of re-hiring expenses necessarily and reasonably incurred in hiring a replacement domestic helper, including air ticket, agency fees and processing fees, in the event that the Domestic Helper is repatriated or her mortal remains are returned to her home country and a valid claim is payable under Section 6 of this Policy.

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits.

Exceptions To Section 8

CMI will not pay for loss caused by or contributed to events not covered under Section 6 of this Policy.

SECTION 9 – FIDELITY PROTECTION

CMI will subject to the Terms of the Policy indemnify the Insured in respect of any actual pecuniary loss directly resulting from the act of fraud or dishonesty committed by the Domestic Helper

provided that:

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 Domestic Helper, whichever is the sooner;
3. moneys due by the Insured to the Domestic Helper shall be deducted from any amount otherwise payable under this Section;
4. discovery of any act of fraud or dishonesty must be reported to the police within twenty-four (24) hours of the discovery.

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits.

Exceptions To Section 9

CMI will not pay for any cost incurred by the Insured in connection with any legal proceedings; and any consequential loss.

SECTION 10 – PERSONAL LIABILITY

CMI will subject to the Terms of the Policy indemnify the Insured against his legal liability up to the Maximum Limit as specified in the Schedule of Benefits in the event that the Domestic Helper, while performing her duties, becomes legally liable to a third party arising out of an occurrence during the Period of Insurance as a result of:

1. accidental bodily injury, including death or disease, to any person other than the Insured, the Insured's Family Member or the Domestic Helper's Family Member;
2. accidental loss of or damage to their property.

CMI will also, within the limit of liability under this Section, pay the legal costs and expenses recoverable by any claimant and all costs and expenses agreed by CMI in writing.

Exceptions To Section 10

CMI will not pay for loss caused by or contributed to:

1. liability in respect of loss or damage to property belonging to the Insured or under the Insured's custody or control;
2. any willful or malicious act;
3. the ownership, possession or use of aircraft, watercraft or mechanically propelled vehicles which include motor cycles;
4. any agreement where such liability would not have attached in the absence of such agreement;
5. any criminal activity;
6. food and drink poisoning;
7. liability arising directly or indirectly from any judgement which is not at first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong;
8. liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere;
9. any occurrence that happen at the Insured's Residence;
10. any occurrence outside the Geographical Area.

SECTION 11 – REPLACEMENT OF LOCK

CMI will subject to the Terms of the Policy reimburse the Insured in respect of the actual expenses necessarily and reasonably incurred for replacement of main door lock and/or metal gate lock following the termination of employment contract with the Domestic Helper due to discovery of any act of fraud or dishonesty of the Domestic Helper and a valid claim is payable under Section 9 of this Policy, provided that:

1. such replacement must be taken within 14 days after the termination of the employment contract; and
2. sufficient supporting document for the termination of employment contract to the satisfaction of CMI must be rendered.

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits.



Exceptions To Section 11

CMI will not pay for loss caused by or contributed to events not covered under Section 9 of this Policy.

SECTION 12 – MEDICAL EXPENSES DUE TO ABUSE OF FAMILY MEMBER

CMI will subject to the Terms of the Policy reimburse the Insured in respect of medical expenses necessarily and reasonably incurred for the Family Member who sustains bodily Injury caused by intentional malicious act of the Domestic Helper in Hong Kong, provided that the incident was reported to the Hong Kong Police and a medical report was filed.

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits.

SECTION 13 – LOAN PROTECTION

CMI will subject to the Terms of the Policy reimburse the Insured the amount of any financial loan the Insured make to the Domestic Helper which cannot be repaid if the Domestic Helper is repatriated or her mortal remains are returned to her home country and a valid claim is payable under Section 6 of this Policy, provided that satisfactory documented legal evidence of the loan is provided.

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits.

Exceptions To Section 13

CMI will not pay for loss caused by or contributed to events not covered under Sections 6 of this Policy.

SECTION 14 – CANCER & HEART DISEASE SUPPLEMENTARY BENEFIT (Operative only if this cover is shown in the Policy Schedule)

(a) Hospital Top-Up Benefit

CMI will subject to the Terms of the Policy reimburse the Insured in respect of medical expenses necessarily incurred in excess of the amount payable under Section 2 for surgery or treatment of cancer and/or heart disease of the Domestic Helper while she is a Hospital Patient, up to the Maximum Limit as specified in the Schedule of Benefits, provided that the sub-limits of items (a) and (b) of Section 2 remain unchanged.

(b) Special Medical Test and Treatment Expenses

CMI will subject to the Terms of the Policy reimburse the Insured in respect of medical expenses necessarily incurred in Hong Kong by the Domestic Helper for consultation, diagnosis, examination, or treatment of cancer and/or heart disease received in a Hospital other than as a Hospital Patient, or from any licensed medical laboratory or imaging centre referred by a Qualified Medical Practitioner, up to the Maximum Limit as specified in the Schedule of Benefits

CMI's limit of liability under this Section shall not exceed the Section Limit as specified in the Schedule of Benefits; and CMI's total limit of liability under Section 2 and this Section 14 shall not exceed the Aggregate Limit as specified in the Schedule of Benefits.

Exceptions To Section 14

CMI will not pay for loss caused by or contributed to events not covered under Section 2 and 3 of this Policy.

WAITING PERIOD

A 10-day waiting period from the inception date of the Domestic Helper's insurance shall be applicable to Sections 2, 3, 4, 7 and 14 of this Policy for any Domestic Helper. No benefits shall be payable under these Sections during the waiting period. This requirement however is not applicable to the renewed policy for the same Domestic Helper.

GENERAL EXCEPTIONS

1. CMI shall not be liable under this Policy in respect of:

- (a) any loss occasioned by or through or in consequence directly or indirectly of:
 - (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war;
 - (ii) mutiny, riot, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.In any action, suit or other proceeding where CMI alleges that by reason of the provisions of this exception any losses are not covered by this insurance, the burden of proving that such losses are covered shall be upon the Insured;
- (b) any loss directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - (i) nuclear weapons material;
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
 - (iii) chemical or biological substances;
- (c) any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity;
- (d) any Accident, Injury, loss or liability to Local Helper.



2. Terrorism Exclusion Endorsement

Except as otherwise stated in Section 1 of this Policy, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If CMI alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance 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.

3. Terrorism Exclusion for Contamination and Explosives

Except as otherwise stated in Section 1 of this Policy, it is agreed that regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- (a) biological or chemical contamination;
- (b) missiles, bombs, grenades, explosives

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

For the purpose of (a) "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.

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

4. Cyber Loss Absolute Exclusion

- (a) Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.
- (b) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - (i) the use or operation of any Computer System or Computer Network;
 - (ii) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - (iii) access to, processing, transmission, storage or use of any Data;
 - (iv) inability to access, process, transmit, store or use any Data;
 - (v) any threat of or any hoax relating to (i) to (iv) above;
 - (vi) any error or omission or accident in respect of any Computer System, Computer Network or Data.
- (c) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- (d) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- (e) Data means information used, accessed, processed, transmitted or stored by a Computer System.
- (f) When this clause forms part of a reinsurance contract, Insured shall be amended to read as Original Insured.

5. Sanction Limitation and Exclusion

CMI shall not 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 CMI to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



GENERAL CONDITIONS

1. Identification

This Policy and the Schedule (which forms an integral part of the Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

2. Policy Voidable

This Policy shall be voidable by CMI in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured or anyone acting on his behalf.

3. Change in Risk

During the currency of this Policy the Insured must advise CMI of any change of domestic helper or any circumstance which would increase the possibility of loss covered under this Policy.

4. Forfeiture of Benefits

All benefits under this Policy shall 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 his behalf to obtain benefit under this Policy;
- (c) in respect of any claim made and rejected if an action or suit be not commenced within twelve (12) months after such rejection;
- (d) in respect of any claim where arbitration takes place pursuant to General Condition 11 of this Policy and an action or suit be not commenced within twelve (12) months after the making of an arbitration award;
- (e) in respect of any claim where settlement proposal has been offered by CMI to the Insured and thereafter no action or reply be received from the Insured within twelve (12) months after such offer.

5. Reasonable Precautions

The Insured shall take all reasonable precautions to prevent Accident and disease and shall comply with all statutory obligations.

6. Claims (Action by the Insured)

In the event of any happening which may give rise to a claim under this Policy, the Insured or the Insured's legal personal representatives shall:

- (a) give immediate notice in writing to CMI;
- (b) notify CMI immediately of any impending prosecution, inquest or fatal Inquiry;
- (c) ensure that proper medical and surgical advice is obtained and followed by the Domestic Helper as soon as possible after any Accident, Injury or illness;
- (d) if a claim may arise under Section 1 and Section 10, send to CMI immediately any writ summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable CMI to settle or resist any claim or to institute proceedings;
- (e) not negotiate, pay, settle, admit or repudiate any claim without the written consent of CMI;
- (f) at the Insured's expense, or at the expense of any person representing the Insured, provide CMI with certificates, information and other documents as CMI may reasonably require.
- (g) submit the original medical or any other claim receipts to CMI within thirty (30) days from the date of issue of such receipts.

7. Claims (Control by CMI)

CMI shall be entitled to:

- (a) take benefit of any rights of the Insured against any other party before or after the Insured has received payment under this Policy;
- (a) take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured;
- (b) request an examination of the Domestic Helper by a medical referee appointed by CMI for a non-fatal Injury or a post-mortem examination of the body of the Domestic Helper in the case of death upon reasonable notice to the Domestic Helper's legal personal representative.

8. Non-Contribution

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

9. Renewal

Before renewing this policy the Insured shall give written notice to CMI of any material fact affecting this insurance which has come to the Insured's notice during the preceding Period of Insurance including notice of any disease, physical or mental defect or infirmity affecting the Domestic Helper.

If the Domestic Helper reaches the age of 65 during the Period of Insurance, this Policy will not be renewable at the end of that period (unless stated otherwise in the Schedule).

**10. Cancellation**

This Policy may be cancelled:

- (a) by CMI on seven (7) days' advance notice to that effect being given in writing to the Insured's last known address, in which case CMI shall be liable to repay a ratable proportion of the premium for the unexpired term from the date of the cancellation.
- (b) at any time by the Insured on notice to that effect being given in writing to CMI and provided no claim has arisen during the Period of Insurance, in which case CMI will retain the customary short period premium for the Policy has been in force or the customary minimum premium of HK\$500 whichever is the greater amount;

Short Period Premium :

Policy Period Covered		Premium to be charged	
Not exceeding	1 month	50%	of annual premium
	2 months	60%	
	3 months	60%	
	4 months	60%	
	5 months	70%	
	6 months	80%	
	7 months	80%	
7 months or above		Full annual premium	

Annual premium of 2-year Policy :

	Plan 1		Plan 2	
	Basic Cover	Basic + Optional Cover	Basic Cover	Basic + Optional Cover
First Policy Year	HK\$730	HK\$1,050	HK\$650	HK\$950
Second Policy Year	HK\$580	HK\$830	HK\$520	HK\$730

In the event of cancellation within the first Policy Year for 2-year Policy, CMI shall charge Short Period Premium as above for the first Policy Year and the Premium for the second Policy Year will be refunded in full and in such case, annual premium means annual premium of the first Policy Year. In the event of cancellation in the second Policy Year, CMI shall charge Short Period Premium as above for the second Policy Year and in such case, annual premium means annual premium of the second Policy Year.

11. Arbitration

If any difference shall arise as to the amount to be paid under this Policy such difference shall be determined by arbitration in accordance with the Arbitration Ordinance and subsequent amendments. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is hereby 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.

12. Jurisdiction

Any disputes arising in connection with this Policy shall be subject to the law of and the jurisdiction of the courts of Hong Kong.

13. Rights of Contract Third Parties

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.



China Merchants Insurance Company Limited - Personal Information Collection Statement

China Merchants Insurance Company Limited ("the Company") may use the personal data the Company collect about you for the following purposes:

Insurance Services (mandatory)

- (i) processing, assessing, and determining of applications for any insurance products and daily operation of the related services;
- (ii) administering, processing and assessing your insurance policy and providing services in relation to your insurance policy;
- (iii) any alterations, variations, cancellation or renewal of any insurance and related services;
- (iv) investigating, analyzing, processing and paying claims made under your insurance policy;
- (v) invoicing and collecting premiums and outstanding amounts from you;
- (vi) exercising the Company's right under the insurance policy including right of subrogation, if applicable;
- (vii) contacting you for any of the above purposes;
- (viii) other ancillary purposes which are directly related to the above purposes; and
- (ix) complying with the requirements under any law and regulation, industry codes, guidelines, requests from regulators, industry bodies, government agencies and court order.

The personal data you provide to the Company may be provided or transferred to the following parties in Hong Kong or outside of Hong Kong for the purposes set out in the above paragraph:

- (a) any agent, advisor, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection, security, data processing or storage or related services or any other company carrying on insurance or reinsurance related business, or an intermediary, or a claim or investigation or other service provider providing services relevant to insurance business, for any of the above or related purposes;
- (b) any association, federation or similar organization of insurance companies ("Federation") 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;
- (c) any members of the Federation by the Federation for any of the above or related purposes;
- (d) regulators;
- (e) lawyers;
- (f) auditors; and
- (g) The Company's related companies (as defined in the Companies Ordinance).

If you do not agree to the use of your personal data for above purposes, it would not be possible for the Company to process your application and render the services.

You have the right to ascertain the Company's policies and practices in relation to personal data, obtain access to and to request correction of any personal information concerning yourself held by the Company. To process the said request, the Company has the right to charge a reasonable administrative fee. Requests for such access or correction can be made in writing to the Data Protection Officer, China Merchants Insurance Company Limited, Suites 2303-04, 23/F., South Island Place, 8 Wong Chuk Hang Road, Hong Kong. Fax: (852)2576 2292.

If you do not want to receive any sale or marketing of any of the products or services from the Company at any time, you may also contact the Company's Data Protection Officer.

[English version shall prevail should there be any discrepancies between the English and Chinese version of this statement]



招商局保險有限公司- 收集個人資料聲明

招商局保險有限公司 (本公司) 將所收集閣下的個人資料，可能用作下列的用途：

保險服務 (必須)

- (i) 處理、評核及確定任何保險產品之申請，及有關服務之日常運作；
- (ii) 執行、處理及評核閣下的保單及為閣下的保單提供相關服務；
- (iii) 有關保險產品及服務的任何更改、變更、取消或續保；
- (iv) 閣下保單索償的調查、分析、處理及賠償；
- (v) 發出保費通知、收集保費和未償還款項；
- (vi) 行使本公司有關保險單賦予的任何權利包括代位權，如適用；
- (vii) 為上述任何用途與閣下聯絡；
- (viii) 與上述用途直接有關之其他附帶的目的；
- (ix) 遵守及符合任何法例及條例規定的要求、行業守則、指引、監管機構、相關行業認可機構、政府機構及法庭頒令的要求。

閣下向本公司提供的個人資料可能會提供或轉移予下列各方在香港或香港以外單位作前段所述的用途：

- (a) 任何代理、諮詢人、承辦商或提供行政、電訊、電腦、付賬、債務追討、保安、數據處理或儲存或有關服務的第三者服務供應商或任何其他從事與保險或再保險業務有關的公司，或中介人，或索償或調查或其他提供與保險業務有關的服務供應商，以達到任何上述或有關的用途；
- (b) 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)，以達到任何上述或有關的用途，或以便聯會執行其監管職能，或其他基於保險業或任何聯會會員的利益而不時在合理要求下賦予聯會的職能；
- (c) 或透過聯會提供予任何聯會的會員，以達到任何上述或有關的用途；
- (d) 監管機構；
- (e) 執業律師；
- (f) 認可核數師；及
- (g) 本公司的關連公司 (以《公司條例》內的定義為準)。

如果閣下不同意本公司使用閣下的個人資料於上述用途上，本公司可能不能處理閣下之申請及為閣下提供服務。

閣下有權查明本公司就個人資料的政策和實務，並有權要求查閱及更正由本公司持有有關閣下的個人資料，而本公司有權就閣下的要求收取合理的行政費用。有關查閱或更正的要求，可致函香港黃竹坑道 8 號 South Island Place 23 樓 2303-04 室，傳真：(852) 2576 2292 向招商局保險有限公司資料保護主任提出。

如閣下於任何時間不欲收取本公司的任何產品或服務的任何銷售或推廣，閣下亦可聯絡上述資料保護主任。

[中文譯本僅供參考，文義如與英文本有歧異，概以英文版為準。]