

# HelperCare Insurance Policy



This Policy is a contract between We, FWD General Insurance Company Limited (hereinafter also called “the Company”) and You, the Insured.

The Proposal Form and Declaration which You signed is the basis of this contract.

We will insure You under those sections shown in the Schedule during any Period of Insurance for which We have accepted Your premium.

We will provide insurance in accordance with the terms, conditions and exclusions set out in this Policy. The Schedule and any subsequent endorsements including clauses and memoranda attached are forming part of this Policy. This Policy covers accidental loss, damage or legal liability, which may occur during any Period of Insurance.

The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You and the truth of the statements and answers in the said Proposal Form and Declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy.

## **IMPORTANT**

1. Please examine this Policy carefully. If there are any errors or if it does not meet Your requirements, please contact the Company or Your Insurance Broker/Agent immediately.
2. Pursuant to the Cancellation Condition of this Policy, the Company will charge a minimum premium of HK\$500 if the Policy is terminated at the request of the Insured.

## **注意**

1. 請貴保戶詳細查閱此保單之內容，如有任何疑問，請從速與本公司或閣下之保險經紀/代理人聯絡。
2. 根據取消保險單條款，若投保人終止保單，本公司將收取不少於港幣五百元正保費。

## **ONLINE SECURITY**

FWD is always concerned about security. It is important that you should be alert to any emails asking for your personal information; here we provide some information to help you to protect yourself:-

“Phishing attack” is an online fraud technique which involves sending official-looking email messages with return addresses, links and branding that all appear to come from legitimate banks, insurance companies, retailers, credit card companies, etc. Such emails typically contain a hyperlink to a spoof website and mislead account holders to enter customer names and security details on the pretence that security details must be updated or changed. Once you give them your information it can be used on legitimate sites to take your personal information.

To protect yourself, you should be aware of the following:

- FWD will not send you emails asking you to update, verify or confirm your personal security details e.g. PIN, bank account number, ID Card number and passport number.
- You should pay close attention to the URL (website address) of the site you are visiting to make sure it is actually the site you believe it to be.

Should you have further enquiries, or you would like to report on suspected phishing cases relating to FWD, please refer to FWD website [www.fwd.com.hk](http://www.fwd.com.hk) or call our Customer Service Hotline at (852) 3123 3123.



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Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

## 1. DEFINITIONS

Certain words in the Policy have special meaning. These words have the same meaning wherever they are used in the Policy or Schedule.

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|--|---|
| <b>1.1 You/Your/The Insured</b>          | The person named as the Insured in the Schedule.  |
| <b>1.2 We/Us/The Insurer/The Company</b> | FWD General Insurance Company Limited   |
| <b>1.3 Period of Insurance</b>           | The period specified in the Schedule and any subsequent period for which the Insured shall have paid the premium and the Company shall have accepted the renewal premium, as the case may be.   |
| <b>1.4 Hong Kong</b>                     | Hong Kong Special Administrative Region   |
| <b>1.5 Domestic Helper</b>               | The helper named in the Schedule who is lawfully employed by the Insured and who is eligible for and covered by the insurance provided in this Policy.  |
| <b>1.6 Overseas Helper</b>               | A person employed under an Employment Contract as governed by the Immigration Ordinance (Chapter 115) by You as an overseas domestic helper in Your Home, provided that he/she is between 18 and 60 years of age, and not related to You (unless stated otherwise in the Schedule).   |
| <b>1.7 Local Helper</b>                  | A person employed under an Employment Contract (either written or verbal) as governed by the Employees' Compensation Ordinance by You as a local helper (not an Overseas Helper as defined in 1.6 above) in Your Home, provided that he/she is between 18 and 60 years of age, and not related to You (unless stated otherwise in the Schedule).  |
| <b>1.8 Legislation</b>                   | The Employees' Compensation Ordinance in force at the time of the Accident.   |
| <b>1.9 Home</b>                          | The Place of Employment specified in the Schedule.  |
| <b>1.10 Benefit</b>                      | The sum set out in the Schedule against the relevant Section.   |
| <b>1.11 Hospital</b>                     | Any institution lawfully operated for the care and treatment of injured persons with organised facilities for diagnosis and surgery, having 24 hours per day 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. |
| <b>1.12 Hospital Patient</b>             | 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.   |
| <b>1.13 Medical Practitioner</b>         | A person duly qualified and registered to practise western medicine in Hong Kong.   |
| <b>1.14 Bonesetters' Fees</b>            | Fees and charges necessarily and reasonably incurred for medical professional services of a Chinese Bonesetter carrying on business and having its service provided in Hong Kong.   |
| <b>1.15 Injury</b>                       | Bodily injury resulting solely, directly and independently of all other causes from an Accident caused by external violent and visible means.   |
| <b>1.16 Accident</b>                     | As referred to in the definition of Injury means a sudden unforeseen and fortuitous event.  |
| <b>1.17 Total Disablement</b>            | The inability of the Domestic Helper to engage in, or attend, any business or occupation.   |
| <b>1.18 Permanent</b>                    | Having lasted for 12 consecutive months and, at the expiry of that period, being beyond hope of improvement.  |

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## 2. CONDITIONS (WHICH APPLY TO THE WHOLE POLICY)

You must comply with the following Conditions to have the full protection of Your Policy. If You do not comply with them We may cancel the Policy or refuse to deal with Your claim.



## 2.1 Claim Prevention

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

## 2.2 Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this Policy, the Company shall have no liability in respect of such a claim.

## 2.3 Renewal

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).

## 2.4 Claims

If any accident, injury, loss or liability happens which may give rise to a claim, the Insured must

- give written notification to the Company as soon as reasonably possible
- send to the Company immediately any writ or summons and as soon as possible any letter, claim, or other documents
- notify the Company immediately of any impending prosecution, inquest or fatal inquiry
- 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
- at the Insured's expense, or at the expense of any person representing the Insured, provide the Company with certificates, information and other documents as the Company may reasonably require

the Insured must NOT

- admit or deny any claim made by someone else against the Insured or make any agreement with them

The Company has the right to negotiate, settle or defend any such claim in the Insured's name and on his/her behalf. The Company can also use legal right of recovery the Insured has.

The Company is entitled to request

- an examination by a medical referee appointed by the Company for a non-fatal injury
- a post mortem examination in the event of death

## 2.5 Proof of Loss

It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his/her own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Domestic Helper from time to time or in the case of death upon reasonable notice to the Domestic Helper's legal personal representative to have a post-mortem examination of the body.

The death of the Domestic Helper shall be established by an official death certificate.

Any claim arising from the death of the Domestic Helper shall be payable to the Domestic Helper's legal personal representative.

## 2.6 Cancellation

The Insured may at any time cancel this Policy by delivering to the Company a notice in writing and, provided no claim has arisen during the Period of Insurance, the Insured shall be entitled to a return of premium less the premium calculated at the Company's short period rates for the period the Policy has been in force subject to a minimum premium of HK\$500 to be retained by the Company.

Period of Insurance already cover

<u>Period of Insurance already cover</u>	<u>Refund Premium</u>
Not exceeding 1 month	90% of Premium Paid
2 months	80% of Premium Paid
3 months	70% of Premium Paid
4 months	60% of Premium Paid
5 months	50% of Premium Paid
6 months	40% of Premium Paid
7 months	30% of Premium Paid
8 months	20% of Premium Paid
9 months	10% of Premium Paid
Over 9 months	No refund

The Company may at any time cancel this Policy by giving seven (7) days' writing notice to the Insured. This notice is to be posted by registered mail to the Insured at the address last notified to the Company. Proof of mailing shall be sufficient proof of notification.

After the Policy has been cancelled by the Company, the Company will refund to the Insured the proportionate part of any premium paid in respect of the unexpired period of the Policy.

## 2.7 Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. 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 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.



## 2.8 Jurisdiction Clause

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

## 2.9 Avoidance of Certain Terms and Rights of Recovery

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

## 2.10 Other Insurance

If at the time any claim arises 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 rateable proportion of any such claim and costs and expenses in connection therewith.

## 2.11 Notification of changes

The Insured must notify The Company as soon as possible in writing of any change which may affect this insurance, including notice of changing of the Domestic Helper and notice of any disease or physical or mental defect or infirmity affecting the Domestic Helper.

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## 3. GENERAL EXCLUSIONS

### 3.1 War and Terrorism Exclusion Endorsement (apply to Section 2 – 6 only)

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy 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.

### 3.2 Terrorism Exclusion for Contamination & Explosives (apply to Section 2 – 6 only)

It is agreed that, regardless of any contributory causes, this policy 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 the Company 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.

### 3.3 Radioactive Exclusion Clause (apply to Section 2 – 6 only)

This Policy does not cover loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 3.4 Sanction Exclusion

Notwithstanding anything to the contrary in the Policy the following shall apply:



If, by virtue of any law or regulation which is applicable to the Company at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America or The People's Republic of China/Hong Kong SAR, that the Company shall provide no coverage or benefit or have no liability whatsoever to the Insured, to the extent that it would be in breach of such law or regulation.

#### 4. THE SCHEDULE OF BENEFITS

##### 4.1 SECTION 1 – EMPLOYER'S LIABILITY

###### 4.1.1 We will cover

Any amount that You become legally liable to pay under the Legislation as damages for injury (including death or disease) to Your Domestic Helper arising out of, and in the course of, his/her employment by You.

We will not pay more than the total amount shown in Limit of Liability Endorsement in this section for liability to Domestic Helpers, for any one event.

We will also, within the limit of liability, pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing.

###### Limit of Liability Endorsement

Policy Limit of Liability: HK\$100 million any one event inclusive of all costs and expenses in pursuant to subsection 40(1) of the Employees' Compensation Ordinance

1. In respect of any one claim or a series of claims resulting from or arising out of one event, the Insurer's indemnity to the Insured under this Policy, including costs and expenses incurred with the Insurer's written consent, and irrespective of the number of persons or Insureds claiming to be indemnified under this Policy, shall not in the aggregate exceed the amount specified above as the policy limit of liability.

The term "any one event" has the meaning assigned to it by the Legislation.

2. At any time after the happening of any event giving rise to a claim or a series of claims under this Policy, the Insurer may pay to the Insured the Policy Limit of Liability (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of the defence settlement or proceedings to the Insured and the Insurer shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Insurer in connection with such defence settlement or proceedings or of the Insurer relinquishing such conduct nor shall the Insurer be liable for any costs or expenses whatsoever incurred by the Insured or by any claimant or other person after the Insurer shall have relinquished such conduct.

3. Notwithstanding Condition (2.11) of this Policy, if at the time of any claim under this Policy there is any other insurance indemnifying any person or Insured or Insureds who are entitled to be indemnified under this Policy. This Policy is not to be called upon in contribution and, subject to the Policy Limit of Liability, is only to pay any amount if and so far as not recoverable under other insurance.

4. Where this "Limit of Liability Endorsement" is at variance with or inconsistent with anything contained in this Policy, this "Limit of Liability Endorsement" shall prevail and take precedent.

5. Terrorism Endorsement

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

(a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite Employees' Compensation Insurance business in Hong Kong a facility to enable them to meet claims under 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.

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

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

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

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



#### 4.1.2 We will not cover

- (a) Liability accepted under an agreement unless the liability would have existed anyway.
- (b) Any sum which You would have been entitled to recover from any party but for an agreement between You and such party.
- (c) Any late payment surcharge for which You may become liable under the Employees' Compensation Ordinance.
- (d) Liability arising directly or indirectly from any judgment which is not at first delivered by, or obtain from, a Court of competent jurisdiction in Hong Kong.
- (e) Liability arising directly or indirectly from a judgment or order obtained in Hong Kong for the enforcement of a judgment obtained elsewhere.
- (f) Liability arising directly or indirectly from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness.
- (g) 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.
- (h) Any person who is not an employee of the Insured within the meaning of the Legislation.
- (i) Liability for any claim or claims directly or indirectly arising out of, resulting from or in consequence of 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
- (j) 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.

## 4.2 SECTION 2 – HOSPITAL & SURGICAL CLINICAL AND OTHER EXPENSES

### 4.2.1 Hospitalisation & Surgical Expenses

#### We will cover

Necessary medical treatment expenses from a Hospital for surgery or treatment of sickness, or injury resulting from an Accident, including all daily room and board expenses incurred by Your Domestic Helper while he/she is a Hospital Patient, up to a maximum of HK\$350 per day.

All surgical and all other miscellaneous expenses incurred by Your Domestic Helper for procedures involving surgery performed in the Hospital and for which surgery Benefits are payable under hospital treatment expenses, up to a maximum of HK\$15,000 per operation.

We will not pay more than HK\$30,000 for Hospitalisation and Surgical Expenses, during any one year.

### 4.2.2 Out-Patient (Clinical) Expenses

#### We will cover

Necessary medical treatment expenses from a clinic for sickness or injury resulting from an Accident including consultation, prescribed medicine, laboratory and x-ray charges, incurred by Your Domestic Helper where treatment is carried out by a legally qualified and registered medical practitioner, up to a maximum of HK\$200 per visit per day. Also this section covers Bonesetters' Fees up to HK\$100 per visit per day with a maximum of HK\$500 during any one year.

We will not pay more than HK\$4,000 for Out-Patient Expenses, during any one year.

### 4.2.3 We will not cover

- (a) 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.
- (b) Sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them.
- (c) 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.
- (d) Mental or nervous disorders, alcoholism, or drug addiction.
- (e) Cosmetic surgery unless due to Injury.
- (f) Pre-existing ailments or conditions (applicable to Section 4.2.1 of this Section only).
- (g) Routine physical examinations, health check-ups or tests not incidental to treatment.
- (h) Dental care or surgery unless due to Injury.
- (i) Injury or illness caused or sustained outside Hong Kong.
- (j) Any expenses incurred outside Hong Kong.
- (k) Local Helper.

## 4.3 SECTION 3 – DENTAL EXPENSES

### 4.3.1 We will cover

75% of emergency dental expenses incurred by Your Domestic Helper where such dental work is carried out by a legally qualified and registered dentist, up to HK\$2,000, during any one year.

### 4.3.2 We will not cover

- (a) Routine examination.
- (b) Scaling, polishing or cleaning.



- (c) Crowning, bridges, braces and dentures.
- (d) Dental prosthetics involving precious alloy restorations.
- (e) Any expenses incurred outside Hong Kong.
- (f) Local Helper

#### 4.4 SECTION 4 – PERSONAL ACCIDENT

##### 4.4.1 We will cover

Up to HK\$120,000 in the event that Your Domestic Helper sustains Injury, during rest days, resulting directly and independently from an Accident within one year in death loss or disablement.

The Benefits payable are as per the scale on percentage applied to HK\$120,000 shown as below:

- Accidental Death .....	100%
- Permanent Total Disablement .....	100%
- Loss by severance of one or more limbs .....	100%
- Total and irrecoverable loss of all sight in one or both eyes .....	100%

We will not pay more than HK\$120,000 for Personal Accident, during any one year.

Payment will be made to Your Domestic Helper or his/her legal personal representative.

Special Conditions

You must notify Us in writing as soon as reasonable possible and always within three months of any Accident likely to give rise to a claim.

We are entitled to request

- (a) an examination by a medical referee appointed by Us for a non-fatal Injury.
- (b) a post-mortem examination in the event of death.

##### 4.4.2 We will not cover

- (a) Death, injury, charges, costs, or expenses caused
  - 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;
  - by pre-existing physical or mental defect, illness, or infirmity;
  - by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription;
  - 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;
  - by sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them.
- (b) Death, injury, charges, costs, or expenses arising from
  - air travel except as a passenger in a fully licensed, scheduled, passenger carrying aircraft;
  - regular or temporary, military or police duties.
- (c) Death, injury, charges, costs, or expenses caused by Your Domestic Helper taking part in
  - mountaineering or rock climbing using ropes or guides
  - underwater activities necessitating the use of underwater breathing apparatus
  - parachuting
  - pot-holing
  - racing (other than on foot or while swimming)
  - bungee jumping
  - professional sports
  - winter sports
  - motor cycling
- (d) Death or injury outside Hong Kong.
- (e) Death or injury arising out of and in the course of employment activities.
- (f) Local Helper.

#### 4.5 SECTION 5 – REPATRIATION EXPENSES

##### 4.5.1 We will cover

Your contractual liability to repatriate Your Domestic Helper to his/her home country before expiry of the domestic helper's contract in the following circumstances

- (a) Death – the actual cost of returning the remains.
- (b) Inability to complete the contract due to medical unfitness as certified by a registered medical practitioner. We will pay for the economy class airfare from Hong Kong to the Domestic Helper's home country.

We will not pay more than HK\$25,000 for Repatriation Expenses, during any one year.

##### 4.5.2 We will not cover

- (a) 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.
- (b) Sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them.
- (c) 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.



- (d) Mental or nervous disorder, alcoholism, or drug addiction.
- (e) Pre-existing ailments or conditions.
- (f) Injury or illness caused or sustained outside Hong Kong.
- (g) Local Helper.

#### 4.6 SECTION 6 – ADDITIONAL BENEFITS

##### 4.6.1 Re-Hiring Expenses

**We will cover**

Necessary expenses incurred in hiring a replacement domestic helper, including air ticket, agency fees and processing fees, in the event that Your Domestic Helper is repatriated or his/her mortal remains are returned to his/her home country and a valid claim is payable under Section 5 of this Policy.

We will not pay more than HK\$10,000 for Re-Hiring Expenses, during any one year.

**We will not cover**

- (a) Local Helper.
- (b) Events not covered under Section 5 of this Policy.

##### 4.6.2 Hospital Cash Subsidy

**We will cover**

Loss of service expenses if Your Domestic Helper is hospitalized as an in-patient for treatment or surgery and a valid claim is payable under 4.2.1 of Section 2 of this Policy. An amount of HK\$200 per day will be payable commencing from the third day of such confinement up to HK\$6,000 for Hospital Cash Subsidy during any one year.

**We will not cover**

- (a) Local Helper.
- (b) Events not covered under Section 2 of this Policy.

##### 4.6.3 Loan Protection

**We will cover**

The amount of any financial loan You make to Your Domestic Helper which cannot be repaid if Your Domestic Helper is repatriated or his/her mortal remains are returned to his/her home country and a valid claim is payable under Section 5 of this Policy, provided that satisfactory documented evidence of the loan is provided.

We will not pay more than HK\$10,000 for Loan Protection, during any one year.

**We will not cover**

- (a) Local Helper.
- (b) Events not covered under Section 5 of this Policy.

##### 4.6.4 Fidelity Protection

**We will cover**

Your actual financial loss directly resulting from the act of fraud or dishonesty committed by Your Domestic Helper provided that

- (a) The act of fraud or dishonesty must be committed during the Period of Insurance;
- (b) The act of fraud or dishonesty must be discovered during the Period of Insurance or within 30 days after the Policy Expiry or within 30 days after death, dismissal or expiry of employment contract of Your Domestic Helper, whichever is the sooner;
- (c) Moneys due by You to Your Domestic Helper shall be deducted from any amount otherwise payable under this Section 4.6.4;
- (d) Discovery of any act of fraud or dishonesty must be reported to the Police within 24 hours of the discovery.

We will not pay more than HK\$5,000 for Fidelity Protection, during any one year.

**We will not cover**

- (a) Local Helper



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Placing through Sun Flower Insurance Agency Limited

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Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.



### **Personal Information Collection Statement**

1. From time to time, it is necessary for you to supply FWD General Insurance Company Limited (the "Company") with personal information and particulars in connection with the provision, continuation and administration of insurance or other financial services and products by the Company. Failure to provide the necessary information and particulars may result in the Company being unable to provide or continue to provide these services and products to you.
2. The Company may also generate and compile information about you. Personal information and particulars provided by you and all information generated and compiled by the Company about you from time to time is collectively referred to as "Your Personal Data".
3. The purposes for which Your Personal Data may be used are as follows:
  - (i) offering and providing services and products to you, and administering, implementing, maintaining, managing and operating such services and products which may include, without limitation, insurance, financial and wealth management services and products;
  - (ii) processing, assessing and determining any applications or requests made by you in connection with the Company's services or products, issuing or arranging insurance contracts and maintaining your account with the Company;
  - (iii) designing insurance and other financial services and products for customers;
  - (iv) marketing services and products to you (please see further details in paragraphs 5 to 8 below);
  - (v) operating, maintaining and providing subsequent services in relation to the applications for services and/or products;
  - (vi) creating and maintaining the credit and risk related models of the Company;
  - (vii) processing and implementing payment instructions;
  - (viii) determining any amount of indebtedness owing to or from you, and collecting and recovering any amount owing from you or any person who has provided any security or undertaking for your liabilities;
  - (ix) exercising any rights that the Company may have in connection with the services and/or products provided to you;
  - (x) verifying and conducting any eligibility, credit, physical, medical, security, underwriting and/or identity checks in connection with provision of services or products;
  - (xi) any purposes in connection with any claims made by or against or otherwise involving you in respect of any services and/or products provided by the Company, including, without limitation, making, defending, analysing, investigating, processing, assessing, determining, responding to, resolving or settling such claims;
  - (xii) performing policy review and needs analysis (whether or not on a regular basis);
  - (xiii) meeting disclosure obligations or requirements imposed by or for the purposes of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) binding on the Company or any of its subsidiaries, holding companies, associated or affiliated companies of, or companies controlled by, or under common control with the Company (collectively, "the Group") including, without limitation, making disclosure to any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers;
  - (xiv) meeting any present or future contractual or other commitment with any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers in Hong Kong or any other jurisdictions that is assumed by or imposed on the Company or any member of the Group by reason of its financial, commercial, business or other interests or activities in or related to the relevant jurisdiction;
  - (xv) complying with any obligations, requirements, policies, procedures, measures or arrangement for sharing data and information within the Group and/or other use of data and information in accordance with any group-wide programmes from time to time for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; and
  - (xvi) fulfilling any other purposes directly related to (i) to (xv) above.
4. To facilitate the purposes set out in paragraph 3 above, the Company may transfer, disclose, grant access to or share Your Personal Data with the following parties (whether within or outside Hong Kong) and Your Personal Data may be transferred outside Hong Kong:
  - (i) members of the Group;
  - (ii) any person or company which is acting for or on behalf of the Company, or jointly with the Company, in respect of a purpose or a directly related purpose for which Your Personal Data was provided;
  - (iii) any person or company which is under a duty of confidentiality to the Company and has undertaken to keep such information confidential, provided that such person or company has a legitimate right to access such information (e.g. professional advisors of the Company);
  - (iv) any person or company carrying on insurance-related and/or reinsurance-related business which is engaged by the Company in connection with the Company's business;
  - (v) any physicians, hospitals, clinics, medical practitioners, laboratories, technicians, loss adjustors, risk intelligence providers, claim investigation companies, administrators or other professional advisors which are engaged by the Company in connection with the Company's business;
  - (vi) any business partners of the Company ("Our Partners");
  - (vii) any agents, contractors or service providers which provide administrative, credit reference, debt collection, telecommunications, computer, payment, printing, redemption or other services in relation to the operation of businesses of the Company; and/or
  - (viii) any person or company to whom the Company or the Group is under an obligation or otherwise required or expected to make disclosure under the requirements of any law, rules, regulations, codes of practice or guidelines (whether applicable in or outside Hong Kong) including, without limitation, any legal, regulatory, governmental, tax, law enforcement or other authorities, self-regulatory or industry bodies such as federations or associations of insurers.
5. The Company is allowed to (i) use Your Personal Data in direct marketing only if you consent or do not object, or (ii) provide Your Personal Data to another person or company for its use in direct marketing only if you consent or do not object in writing.
6. In connection with direct marketing, the Company intends:
  - (i) to use your name, contact details, services and products portfolio information, financial background and demographic data held by the Company from time to time in direct marketing;
  - (ii) to market the following classes of services and products offered by the Company, other members of the Group and/or Our Partners from time to time:
    - a. insurance services and products;
    - b. wealth management services and products;
    - c. financial services and products;
    - d. reward, loyalty or privileges programmes and related services and products; and
    - e. donations and contributions for charitable and/or non-profit making purposes.
  - (iii) to provide Your Personal Data described in paragraph 6(i) above to any members of the Group and/or Our Partners for their use in direct marketing the classes of services and products described in paragraph 6(ii) above.
7. **If you do NOT wish the Company to use Your Personal Data in direct marketing or provide Your Personal Data to other persons or companies for their use in direct marketing, you may write to the Company at the address below to opt out from direct marketing at any time.**
8. You may also write to the Company at the address below to opt out from direct marketing at any time.
9. Under the Personal Data (Privacy) Ordinance:
  - (i) you have the right to request access to Your Personal Data held by the Company and request correction of any of Your Personal Data which is incorrect; and
  - (ii) the Company has the right to charge you a reasonable fee for processing and complying with your data access request.
10. Requests for access to or correction of Your Personal Data should be made in writing to:

Corporate Data Protection Officer  
FWD General Insurance Company Limited  
1st Floor, FWD Financial Centre  
308 Des Voeux Road Central  
Hong Kong
- Should you have any queries, please do not hesitate to call our Customer Service Hotline 3123 3123.
11. In case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

## 收集個人資料聲明

1. 在富衛保險有限公司（「本公司」）提供、延續及管理保險或其他金融服務及產品時，閣下需要不時向本公司提供個人資料及詳情。如未能提供所需資料及詳情，可能會導致本公司無法向閣下提供或繼續提供有關服務及產品。
2. 本公司亦可製作及匯編與閣下有關的資料。閣下提供的個人資料及詳情以及本公司不時製作及匯編與閣下有關的所有資料，以下統稱為「閣下的個人資料」。
3. 閣下的個人資料可能用於以下用途：
  - (i) 向閣下要約及提供服務及產品，管理、執行、維持、處理及運作有關服務及產品，包括但不限於保險、金融及財富管理服務及產品；
  - (ii) 處理、評估及決定閣下就本公司的服務或產品而提出的任何申請或要求；發出或安排保險合約，以及維持閣下在本公司的賬戶；
  - (iii) 為客戶設計保險及其他金融服務及產品；
  - (iv) 向閣下提供服務及產品銷售（有關詳情，請參閱下文第 5 至 8 段）；
  - (v) 運作、維持有關申請之服務及／或產品及提供相關之後續服務；
  - (vi) 建立及維持本公司的信貸及風險相關模型；
  - (vii) 處理及執行付款指示；
  - (viii) 釐訂任何欠付閣下或閣下所欠的負債金額，及向閣下或任何為閣下的債務提供擔保或承諾的人士收取及追討欠款；
  - (ix) 行使本公司就向閣下提供服務及／或產品而可能享有的任何權利；
  - (x) 就提供之服務或產品作出及進行資格、信貸、身體、醫療、擔保、承保及／或身份核証；
  - (xi) 用於任何因本公司提供的產品及／或服務而由閣下提出或本公司對閣下提出的申索，包括但不限於作出、抗辯、分析、調查、處理、評核、決定、回應、解決或和解有關申索；
  - (xii) 進行保單審閱及需求分析（不論是否定期進行）；
  - (xiii) 本公司或其任何附屬公司、控股公司、聯營或聯屬公司，或本公司控制的公司或與本公司受共同控制的公司（統稱「本集團」）根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）要求而須作出披露，包括但不限於向任何法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等）作出披露；
  - (xiv) 履行任何本公司或本集團任何成員機構現有或將來之合約義務或與其他在香港或其他區域的法定機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等），因其相關之金融、商業、業務或其他利益或活動而承擔之義務；
  - (xv) 遵守任何於本集團內進行的數據及資料共享及／或其他數據及資料用途的責任、要求、政策、程序、措施或安排以符合任何制裁、防止或偵查洗黑錢、恐怖分子資金籌集或其他非法活動；及
  - (xvi) 履行與上文第(i)至(xv)段直接有關的其他用途。
4. 為達成上文第 3 段列出的用途，本公司可能將閣下的個人資料轉移、披露、讓其查閱或與以下各方（不論在香港境內或境外者）共同使用，而閣下的個人資料有可能被轉移往香港境外：
  - (i) 本集團的成員機構；
  - (ii) 任何人士或公司受本公司指示或代表本公司或與本公司共同處理閣下提供的個人資料以達到提供有關資料之目的或直接相關之目的；
  - (iii) 對本公司負有保密責任並承諾將有關資料保密的任何人士或公司，而此人士或公司須有合法權利查閱有關資料（例如：本公司的專業顧問）；
  - (iv) 任何因本公司業務而聘用之經營保險相關及／或再保險相關業務之人士或公司；
  - (v) 任何因本公司業務而聘用的治療師、醫院、診所、醫生、化驗所、技師、損失理算人、風險情報供應商、索賠調查公司、行政管理人士或其他專業顧問；
  - (vi) 任何本公司的業務夥伴（「本公司之夥伴」）；
  - (vii) 向本公司之經營業務提供行政、信貸資料庫、債務追討、電訊、電腦、付款、印刷、贖回或其他服務的任何代理人、承包商或服務供應商；及／或
  - (viii) 任何本公司或本集團負有責任或須要或預期要根據任何法律、規則、規例、實務守則或指引（不論在香港境內或境外適用）作出披露的人士或公司，包括但不限於任何法律機構、監管機構、政府機構、稅務機構、執法機構或其他機構、獨立監管或行業團體（如保險業聯會或協會等）。
5. 容許本公司 (i) 在閣下同意或不反對的情況下，使用閣下的個人資料作直接促銷用途，或 (ii) 在閣下以書面方式同意或不反對的情況下，將閣下的個人資料提供予其他人士或公司作其直接促銷用途。
6. 就直接促銷而言，本公司擬：
  - (i) 使用本公司不時持有的閣下姓名、聯絡資料、服務及產品組合資料、財務背景及人口統計資料作直接促銷用途；
  - (ii) 銷售本公司、本集團其他成員機構及／或本公司之夥伴不時提供的下列服務及產品：
    - a. 保險服務及產品；
    - b. 財富管理服務及產品；
    - c. 金融服務及產品；
    - d. 獎賞、客戶忠誠或優惠計劃及相關服務及產品；及
    - e. 為慈善及／或非牟利用途的捐款及捐贈。
  - (iii) 將上文第 6(i)段所載閣下的個人資料提供予本集團成員機構及／或本公司之夥伴，讓其用於直接促銷上文第 6(ii)段所載的服務或產品。
7. **若閣下不希望本公司使用閣下的個人資料，或將閣下的個人資料提供予其他人士或公司作直接促銷用途，閣下可於任何時間致函本公司以下地址，藉以拒絕直接促銷。**
8. 閣下亦可於任何時間致函本公司以下地址，藉以拒絕直接促銷。
9. 根據《個人資料（私隱）條例》：
  - (i) 閣下有權要求查閱本公司所持有閣下的個人資料，並要求改正閣下的不正確個人資料；及
  - (ii) 本公司有權就處理及進行閣下的查閱資料要求而收取合理費用。
10. 查閱或改正閣下的個人資料要求，應以書面形式向下列人士提出：

資料保護主任  
富衛保險有限公司  
香港德輔道中 308 號富衛金融中心 1 樓

如閣下有任何疑問，敬請致電本公司之客戶服務熱線 3123 3123。
11. 中英文本如有歧異，概以英文本為準。