

## HONG LEONG DOMESTIC HELPER INSURANCE

This Policy, the Certificate of Insurance and any Endorsement or Memoranda thereon shall be considered one document (together "Policy") and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

### Whereas:

1. The Policyholder by an application form or statements made to the Company, including a declaration made to the Company, which shall be the basis of and shall form part of this Policy, has applied for insurance; and
2. Hong Leong Insurance (Asia) Ltd ("Company") has agreed to provide such insurance.

The Company agrees only on the basis of the Terms and Conditions contained in this Policy to provide insurance cover to the Policyholder for those risks insured against to the extent and in the manner stated in this Policy and the Certificate of Insurance and subject to payment of the relevant premium.

### Section 1

#### Employees' Compensation Insurance

If any Domestic Helper in Your immediate service shall sustain bodily injury by accident or disease during the Period of Insurance and arising out of and in the course of his or her employment by You, We will subject to the Terms and Conditions contained in this Policy, indemnify You against liability under the Legislation and/or Common Law for an amount not exceeding the applicable amount specified in the Fourth Schedule under the Legislation to pay compensation and claimant's costs and expenses in respect of such injury and will in addition pay all costs and expenses incurred with Our prior written consent.

If You die Your legal personal representatives may claim under this Policy in respect of Your liability provided that they shall (as though they were the Policyholder) have observed fulfilled and become subject to all applicable terms of this Policy and such death has been notified to us in writing within 30 days thereof.

If there is any change in the Legislation affecting Your liability, the Policy shall remain in force but Our liability shall be limited to such sums as We would have been liable to pay if Your liability remained unaltered.

The total maximum amount pay by Us under this Cover is HK\$100 million per occurrence.

We shall not be liable in respect of:

1. any liability, which attaches by virtue of any contract (formal or informal) or other agreement but which would not have attached in the absence of such agreement.
2. any sum which You would have been entitled to recover from any party but for an agreement between You and such party.
3. any injury by accident or disease sustained outside Hong Kong SAR, unless covered under the Legislation.
4. any person who is not an 'employee' within the meaning of the Legislation.
5. any liability arising from Pneumoconiosis.
6. any late payment surcharge for which You may become liable under the Legislation.

If We are obliged by the Legislation to pay an amount for which We would not otherwise be liable under this item of the Policy, You shall repay the amount to Us.

### Section 2

#### Personal Accident Benefits

We will pay the following benefits, computed as a percentage of the Principal Sum Insured in respect of bodily injury caused solely and directly by accidental, violent, external and visible means being sustained by the Domestic Helper while in Your employment during the Period of Insurance.

	Percentage of Principal Sum Insured
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and Incurable Paralysis of all Limbs	100%
4. Permanent Total Loss of Sight of one or both eyes	100%
5. Loss of or Permanent Total Loss of Use of one or two Limbs	100%
6. Permanent Total Loss of Speech and Hearing	100%
7. Permanent Total Loss of Hearing in	
(a) both ears	75%
(b) one ear	15%
8. Permanent Total Loss of Speech	50%

The Principal Sum Insured is HK\$200,000. The Principal Sum Insured will be reduced to HK\$100,000 in respect of any accident occurring outside Hong Kong SAR.

#### Disappearance Clause

If the body of the Domestic Helper has not been found within 365 days after the date of the disappearance, forced landing, stranding, sinking or wrecking of the common carrier in which such Domestic Helper was a fare-paying passenger, the

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Domestic Helper shall be presumed to have suffered accidental death on the date of the aforesaid occurrence, subject always to any contrary provisions of this Policy.

Any claim for Death benefit shall be payable to the Domestic Helper's legal representative.

We shall not be liable to pay if the injury to the Domestic Helper arises directly or indirectly from:

1. Suicide, attempted suicide, willful or self-inflicted injury, mental disease or disorder, geriatric nursing, the consumption of intoxicating liquor and/or drugs, use of behavior modifying substances, addiction, venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex or infection.
2. employment where compensation is payable under the Legislation.
3. any violation or attempted violation of the law or resistance to arrest.
4. any aerial activities, except as a fare paying passenger in an aircraft operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers.
5. any consequence of pregnancy, childbirth, miscarriage, abortion, vasectomy or sterilization.
6. any sickness or disease.
7. bacterial infection (except pyrogenic infections which shall occur through an accidental cut or wound).
8. medical or surgical treatment (except if necessary due solely by injuries covered by this Policy and performed within 12 months of the occurrence of such injury).
9. engaging in or taking part in driving or riding in any kind of race, any underwater activities involving the use of breathing apparatus, water-skiing, mountaineering, skiing, motor-cycling, and bungee jumping.

### Section 3

#### Medical Expenses Cover

##### (a) Surgical and Hospital Expenses Cover

In the event of accident disease or sickness sustained by the Domestic Helper during the Period of this Policy in Your employment resulting in hospitalization in the Hong Kong SAR, We shall pay the following costs necessarily incurred as a result of such hospitalization in a general ward inclusive of:

1. room and board and Hospital Expenses up to HK\$300 per day.
2. surgical expenses up to HK\$15,000 per disability.
3. anaesthesia and its administration expenses up to 25% of the surgical expenses payable, but not more than HK\$3,750 per disability.
4. operating theatre fees up to 12.5% of surgical expenses payable, but not more than HK\$1,875 per disability.

The total maximum amount pay by Us under this Cover is HK\$25,000 per year.

##### (b) Clinical Expenses Cover

In the event of accident, disease or sickness of the Domestic Helper sustained during the Period of Insurance in Your employment, We will pay the Clinical Expenses incurred by the Domestic Helper for out-patient visit to a Legally Qualified and Registered Medical Practitioner in Hong Kong SAR up to HK\$180 per visit per day.

Provided that the first medical treatment was received from a Legally Qualified and Registered Medical Practitioner in Hong Kong SAR, We shall also pay the expenses for treatment by bonesetter, registered physiotherapist or registered chiropractor up to HK\$100 per visit per day, and subject to a maximum of HK\$500 per year.

The total maximum amount pay by Us under this Cover is HK\$3,000 per year.

##### (c) Dental Expenses Cover

We will pay two-third of the Dental Expenses incurred by Your Domestic Helper up to HK\$1,500 per year.

We do not pay Dental Expenses incurred for:

1. one-third of the amount of each and every adjusted claim payable.
2. any routine examination, scaling, polishing or cleaning and crowning.
3. costs of any bridges, braces and dentures.

#### **(d) Repatriation Expenses Cover**

If repatriation before expiry of Your Domestic Helper's terms of employment with You becomes unavoidable, We will indemnify You for repatriation expenses of the Domestic Helper to his/her country of origin.

1. In the event of the Domestic Helper's death, the Policy provides the actual cost for returning the remains back to the Domestic Helper's country of origin, subject to a maximum limit of HK\$20,000.
2. In the event of a Legally Qualified and Registered Medical Practitioner certifying the Domestic Helper to be medically unfit to complete the term of the contract of employment with You otherwise than by reason of pregnancy or complications therefrom, this Policy will provide the economy class air fare from Hong Kong SAR to the Domestic Helper's country of origin.

We do not pay expenses for repatriation or transportation of remains from any place outside Hong Kong SAR.

#### **Section 4**

##### **Personal Liability Cover**

We will provide indemnity to Your Domestic Helper while in Your employment for legal liability arising out of an occurrence during the Period of Insurance for:

1. accidental death of or bodily injury to any person other than You or a member of Your Family or the Domestic Helper's family member.
2. accidental damage to property but We do not cover property belonging to or under the custody of You or any member of Your Family or Your Domestic Helper or the Domestic Helper's family member.

Liability arising from the following is not covered:

1. any agreement unless liability would have attached otherwise.
2. the ownership or use of any:
  - (a) motor vehicle;
  - (b) watercraft or aircraft; and
  - (c) livestock and other domestic animals.
3. any occurrence that happen at Your Home.
4. occurrence outside Hong Kong SAR.
5. food and drink poisoning.
6. any judgment which is not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong SAR.

The total maximum amount that We will pay under this Cover is HK\$100,000 per year.

#### **Section 5**

##### **Domestic Helper's Personal Belongings Cover**

Personal Belongings and personal travelling documents of Your Domestic Helper while inside Your Home will be covered for accidental loss or damage up to HK\$10,000 per year.

We do not cover:

1. theft/burglary
  - (a) if the Home is Unoccupied;
  - (b) if the Home or any part is lent or let;
  - (c) by deception unless deception is used to enter the Home.
2. malicious damage or vandalism
  - (a) if the Home is Unoccupied;
  - (b) by a person lawfully in the Home.
3. loss of Money and Valuables, loss of or unauthorized use of Credit Cards and Cash Cards.
4. contact or corneal lenses.
5. portable/mobile telephone, pager, and their accessories.
6. records, discs and recording tapes.
7. sports equipment whilst in use.
8. detention, seizure, or confiscation by customs or other officials.
9. any Uninsurable Risks.
10. the first HK\$200 of each and every loss.

#### **Section 6**

##### **Indemnity to Employer**

###### **(a) Infidelity of Employee Cover**

We will provide indemnity to You for loss of Your Household Contents due to unauthorized removal from your Home by the Domestic Helper during his/her employment with You. We shall pay up to HK\$5,000 for each item of Household Contents.

We will also indemnify you up to HK\$3,000 per year for telephone charges as a result of unauthorized International Direct Dial (IDD) telephone calls made by the Domestic Helper to his/her country of origin during his/her employment with You.

We do not pay for the following:

1. loss of Household Contents not discovered within 30 days after the termination of employment contract between You and Your Domestic Helper.
2. unauthorized use of IDD telephone call not discovered within 30 days of making the call.

The total maximum amount that We will pay under this Cover is HK\$10,000 per year.

###### **(b) Replacement Expenses Cover**

We shall pay up to HK\$5,000 per year for Replacement Expenses incurred by You.

###### **(c) Daily Cash Allowance for Domestic Helper's Hospitalization**

We will provide a daily cash allowance of HK\$200 per day up to a maximum of HK\$6,000 per year while the Domestic Helper is confined in a Hospital within Hong Kong SAR as a registered in-patient for medical treatment deemed necessary by a Legally Qualified and Registered Medical Practitioner.

This daily cash allowance is not payable for the first three days of the Domestic Helper's hospital confinement.

###### **Waiting Period**

A 15 days waiting period for each Domestic Helper shall be applicable to Sections 3(a), 3(b), 3(c) and 6(c) unless otherwise stated in the Certificate of Insurance.

The waiting period starts on the Inception Date of this Policy or the date which the employment contract with You first commenced, whichever is the later.

No benefit under these Sections shall be payable for any disease or sickness occurring within the waiting period.

###### **Conditions Which Apply to the Whole Policy**

1. In respect of those Sections where indemnity or benefits are being provided to Your Domestic Helper directly, it is a condition precedent to liability that both You and Your Domestic Helper duly observe and fulfill all the terms and conditions of this Policy in so far as they relate to anything to be done or not to be done or to be complied with.
2. You and Your Family must comply with all statutory requirements and take all reasonable precautions to prevent loss damage accidents and disease.
3. If any claim under this Policy shall be in any event fraudulent or if any fraudulent means or devices shall be used to obtain benefit under this Policy, We shall have no liability in respect of such a claim.
4. This Policy is non-assignable and We shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.
5. 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 SAR) to enforce any terms of this Policy.
6. No Claim Bonus  
In the event of no claim being made or arising during the Period of Insurance under this Policy, the next renewal premium shall be reduced by 20% of the prevailing premium. If a claim has been made or arisen during the Period of Insurance under this Policy, the No Claim Bonus shall be forfeited.
7. Claims
  - (a) When a claim occurs or is likely to occur You must advise Us in writing not more than 30 days after its occurrence, or if earlier, Your discovery that it is likely to occur.
  - (b) You are required to co-operate with Us to provide information for investigation of the claim.
  - (c) For loss or damage claims You must:
    - i. at Your own expense provide Us with all certified information and evidence as We may request; and
    - ii. notify the police immediately of any loss by deception theft burglary malicious damage acts or riot and civil commotion.
  - (d) For liability claims You/Your Domestic Helper must:
    - i. send to Us any letter, claim writ or summons immediately it is received;
    - ii. advise Us immediately once You have any knowledge of any impending prosecution, inquest or fatal injury; and
    - iii. not make any admission, offer or promise of payment without Our consent and We shall be entitled if We so desire to take over and have conduct in Our name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.
  - (e) For medical and repatriation expenses claims You must forward at Your own expense all certificates and information evidence required by Us.
  - (f) If at the time of any happenings giving rise to any loss, damage, expense or liability for which indemnity provided under this Policy there will be any other policy(ies) issued by Us covering such loss, damage, expenses or liability or any part thereof, the maximum

amount payable by Us will be limited to the greatest amount of benefits provided by any one such policy. This condition is not applicable to Section 2.

- (g) Except as provided in Condition (f) above, if at the time of any occurrence or claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in Your favour or effected by You or on Your behalf applicable to such occurrence or claim the Company shall not be liable under this Policy to indemnify You in respect of such occurrence or claim except so far as concerns any excess beyond the amount which would have been payable under such other indemnity or insurance had this Policy not been effected. This condition is not applicable to Section 2.
- (h) If there is a loss of an article which is part of a pair or set, the measure of the loss shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of the said article, but such loss shall not be construed to mean total loss of the pair or set.
8. Effective Date  
This Policy shall become effective and commences on the date specified in the Certificate of Insurance.
9. Cancellation  
This Policy may be cancelled at Your request at any time by written notice and such cancellation shall become effective upon the actual receipt of the notice by Us. Provided that no claim has been made under the Policy, We will refund to you the proportionate part of the premium paid by you in respect of the unexpired period of the Policy but subject to a minimum premium mentioned in the Certificate of Insurance / Policy Schedule.  
We may at any time cancel this Policy by giving seven days' written notice to You. This notice will be sent by registered mail to Your address last notified to Us. Proof of mailing shall be sufficient proof of such notification. After the Policy is cancelled by Us, We will refund to You the proportionate part of any premium paid by You in respect of the unexpired period of the Policy.
10. Governing Law & Jurisdiction  
This Policy shall be governed by and construed in accordance with the laws of Hong Kong SAR. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Hong Kong SAR in respect of any and all matters, disputes or judicial proceedings arising out of this Policy.
11. Arbitration  
All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against Us. If We shall disclaim liability to You 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.
12. Language  
In the event of any discrepancy between the English version and the Chinese version of this Policy, the English version shall prevail.

#### Exclusions Applicable to the Whole Policy

- Radioactive contamination
  - ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- War risks  
War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- Sonic bangs  
Pressure waves caused by aircraft and other aerial devices.
- Any judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction with Hong Kong SAR.
- Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereof while sane or insane.
- Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident.
- Intoxication by alcohol, narcotics or drugs not prescribed by a Legally Qualified and Registered Medical Practitioner and treatment in connection with addiction to drugs or alcohol.
- Acquired Immune Deficiency Syndrome (AIDS) OR AIDS Related Complex (ARC), howsoever this syndrome has been contacted.
- Pre-existing injury sickness or disease of the Domestic Helper prior to the inception of this Policy. For the purpose of Sections 3(a), 3(b), 3(c) and 6(c), no benefits shall be payable for injury sickness or disease sustained prior to inception of this Policy and for which result medical treatment was received with three (3) consecutive months immediately before inception of this Policy, provided no medical treatment is incurred on such injury

sickness or disease within three (3) consecutive months immediately after inception of this Policy, benefits under these Sections shall subsequently become payable.

#### Exclusions Applicable to Sections 3(a) Surgical & Hospital Expenses Cover, 3(b) Clinical Expenses Cover, and 6(c) Daily Cash Allowance for Employees' Hospitalization

- Nervous or mental disease or disorder, venereal diseases, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer, palpitation, renal calculus, gall bladder stone, hypertension, arthritis.
- Rest cure or physical check-ups.
- Cosmetic or plastic surgery unless directly arising from sickness or injury which this policy covers.
- Vaccinations, immunization, injection or preventive medication.

#### Definitions

**'Certificate of Insurance'** means details of the Policyholder Name, Policy Number, Limit(s) and the Sections of the Policy, which apply. The Certificate of Insurance forms part of the Policy.

**'Clinical Expenses'** means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred by the Domestic Helper during the Period of Insurance for medical treatment and prescribed medical supplies received from a Legally Qualified and Registered Medical Practitioner.

**'Company/Us/We/Our'** means Hong Leong Insurance (Asia) Limited

**'Credit Cards and Cash Cards'** means credit cheque bankers and cash dispenser cards

**'Daily Cash Allowance for Domestic Helper's Hospitalization'** means daily amount payable for the hospital confinement during which the Domestic Helper necessarily resides in a hospital exceeding 3 consecutive days as a registered in-patient for medical treatment received from a Legally Qualified and Registered Medical Practitioner.

**'Dental Expenses'** means expenses reasonably and necessary incurred by the Domestic Helper for oral surgery, treatment of abscesses, x-rays extractions or fillings as a result of dental disease during the Period of Insurance provided such treatment and services are received from a Legally Qualified and Registered Dentist.

**'Domestic Helper'** means the Domestic Helper named in the Certificate of Insurance, being employed by You for full time domestic service which has been legally approved by Immigration Department.

**'Home'** means the building or house apartment or flat situated in Hong Kong SAR and named in the Certificate of Insurance being Your principle resident address.

**'Hong Kong SAR'** means the Hong Kong Special Administrative Region of the People's Republic of China.

**'Hospital'** means an establishment duly constituted and registered as a hospital for the care and treatment of sickness and injured persons and which:

- has organized facilities for diagnosis, treatment and major surgery.
- provides twenty-four hours a day nursing services by registered nurses; is under the supervision of a Legally Qualified and Registered Medical Practitioner.
- is not primarily a clinic, a place for custodial care, alcoholic or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

**'Household Contents'** means anything in or on the building forming the Home belonging to You or Your Family for which You or Your Family are responsible but we do not cover:

- motor vehicles watercraft, trailers and their accessories.
- plants and living creatures.
- landlord's fixtures and fittings except tenants/leasehold/landlord improvements.
- landlord's fixtures and fittings unless You or Your Family are responsible under the tenancy agreement.
- securities, certificates, documents, computer software, data files.
- Specialty Held Items.
- contact or corneal lenses.
- portable/mobile telephone, pager, portable/laptop computers, and their accessories.
- aerial devices, antenna, satellite dish and anything in the open.

**'Injury'** means bodily injury which is sustained by a Domestic Helper during the Period of Insurance and is caused by an accident solely and independently of any other cause where death or permanent disablement of the Domestic Helper results within twelve (12) calendar months from the date of such accident. This definition is not applicable to Section 1 Employees' Compensation Insurance.

**'Legally Qualified and Registered Medical Practitioner, Dentist or Physiotherapist'** means any person other than Yourself legally authorized by the Government with jurisdiction in the geographical area of his or her practice to render medical, surgical, dental or physiotherapy services.

**'Legislation'** means Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong SAR).

**'Loss of Hearing'** means the entire and irrecoverable loss of hearing.

**'Loss of Limb'** means loss by physical separation at or above the wrist or ankle joint.

**'Loss of Sight'** means the total and irrecoverable loss of all sight of an eye or eyes rendering the Domestic Helper absolutely blind beyond remedy by surgical or other treatment.

**'Loss of Speech'** means the entire and irrecoverable loss of speech.

**'Loss of Use'** means total functional disablement and is treated like the total loss of said limb or organ.

**'Money'** means bank or currency notes, coins, cheques, premium bonds, travelers cheques, travel tickets, postal or money orders, postage, stamps, national savings stamps or certificates record or book or similar tokens luncheon vouchers.

**'Period of Insurance'** means the period specifies in the Certificate of Insurance and any subsequent period for which the You shall have paid and We shall have accepted a renewal premium.

**'Permanent'** means lasting twelve (12) calendar months from the date of accident and at the expiry of that period being beyond hope of improvement.

**'Permanent Total Disablement'** means that after twelve (12) calendar months of continuous total disability in engaging in any gainful occupation or employment for the remainder of his/her life.

**'Personal Belongings'** means articles of personal use that are designed to be either worn or carried but not Valuables or Money.

**'Policyholder/You/Your/Yourself'** means the person or persons named in the Certificate of Insurance.

**'Replacement Expenses'** means reimbursement of the expenses actually reasonably and necessarily incurred by You to employ a new Domestic Helper in the event that You have repatriated the Domestic Helper or returned his/her mortal remains to his/her country of original and such repatriation expenses is payable under Section 3(d) Repatriation Expenses Cover of this Policy.

**'Specialty Held Item'** means items which are held or used in connection with any profession business or employment or items which are insured under a separate policy.

**'Uninsurable Risks'** means (1) wear and tear or depreciation; (2) rot, fungus, woodworm, beetle, moth, insects or vermin; (3) mechanical or electrical fault or breakdown; (4) any process of cleaning, dyeing, renovation, re-styling, repairing or restoring; (5) any other gradually operating cause.

**'Unoccupied'** means the Home has not been lived in for more than 30 consecutive days.

**'Valuables'** means jewellery, gold, silver, precious metals, watches, furs, pictures, work of art, antiques, sports equipment, collections of porcelain, stamps, coins and other items.

**'Your Family'** means Your spouse, children, parents and other relatives permanently residing with You at Your Home.

#### **THE FOLLOWING CLAUSES SHALL FORM AN INTEGRAL PART OF YOUR POLICY**

##### **Employees' Compensation Insurance – Terrorism Endorsement**

(applicable to Section 1 of this Policy)

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 SAR ("the Government") pursuant to an Agreement for Provision of Facility dated 20th June 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 SAR 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.

##### **War and Terrorism Exclusion Endorsement**

(applicable to Section 2 to Section 6 of this Policy)

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

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

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

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

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

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

##### **Terrorism Exclusion Clause for Contamination and Explosives**

(applicable to Section 2 to Section 6 of this Policy)

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 the 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.

## 豐隆家傭綜合保險

本保險單、保險證明書及任何批註或附件均應視為同一份文件(統稱「保險單」),載於該等文件而附特定意義的任何詞彙或字句,在整份文件中均具有該意義。

鑑於:

1. 保單持有人已申請保險而向本公司呈交之投保申請書或陳述,包括向本公司之聲明,將構成本保險單的基準;及
2. 豐隆保險(亞洲)有限公司「本公司」已接受投保。

在支付有關之保險費之條件下,本公司僅同意根據本保險單所載的條款及條件,按本保險單及保險證明書所述的程度及方式,向保單持有人就受保範圍內的風險提供保障。

### 項目1

#### 僱員補償保險

若您僱用的家傭在受保期內,以及在受僱工作期間因工遭遇意外或患上疾病而導致身體受傷,我們將按照本保險單的條款及條件,根據法例及/或普通法規定的責任對您就該受傷事宜所支付的補償及索償人的法律費用及開支予以賠償,該賠償款項不超過法例附表四規定的適用金額。此外,我們亦會賠償經我們事先書面同意的一切訴訟費用與開支。

若您身故,您的合法遺產代理人可根據本保險單就您的責任提出索償,但該遺產代理人須(猶如保險單持有人一樣)遵守及履行本保險單的所有適用條款,並受該等條款所規限,以及於您身故後三十天內向我們發出書面通知。

若涉及您的責任之法例有任何改動,本保險單仍然生效,但我們的責任僅限於支付相等於您的責任維持不變時我們應支付的款項。

我們根據本項保障就每項事件支付的賠償金額最高為港幣 100,000,000 元。

我們毋須對下列各項負責:

1. 任何因訂立正式或非正式合約或其他協議所衍生但若沒有該項協議不存在的責任。
2. 您本應有權向有關方面追討的款項,卻被您與對方所訂立的協議所限制者。
3. 在香港特別行政區以外地方因遭遇意外或患上疾病而導致的身體受傷,但獲法例保障者除外。
4. 並非法例所指「僱員」的任何人士。
5. 因肺塵埃沉着病而引致的責任。
6. 根據法例,您可能須就遲繳款項而支付的附加費。

若我們須按法例規定支付款項,但根據本項保障範圍我們毋須為該筆款項負責時,您便須付還該筆款項予我們。

### 項目2

#### 個人意外賠償

若家傭在您的僱用期及受保期內純粹並直接因意外、暴力、外在及可見事故導致身體受傷,我們將支付按基本保額某個百分比計算的下列賠償:

#### 基本保額百分比

- |                         |      |
|-------------------------|------|
| 1. 身故                   | 100% |
| 2. 永久性完全傷殘              | 100% |
| 3. 無法治療的永久性四肢癱瘓         | 100% |
| 4. 單目或雙目永久性完全失明         | 100% |
| 5. 單肢或雙肢殘缺或永久性完全喪失其使用功能 | 100% |
| 6. 永久性完全喪失說話及聆聽能力       | 100% |
| 7. 永久性完全喪失聆聽能力          |      |
| (a) 雙耳                  | 75%  |
| (b) 單耳                  | 15%  |
| 8. 永久性完全喪失說話能力          | 50%  |

基本保額為港幣 200,000 元。若上述意外事故並非在香港特別行政區發生,基本保額將減至港幣 100,000 元。

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#### 失蹤條款

在不抵觸本保險單任何相反條文的規限下,若家傭購票乘坐的公共交通工具被迫強行著陸、擱淺、沉沒或失事令家傭失蹤,且未能於失蹤之日起計 365 天內尋回遺體,則假定家傭於發生上述事件當日起意外身故。

任何身故賠償的索償將支付予家傭的法定遺產代理人。

若家傭直接或間接因下列情況受傷,我們將毋須支付賠償:

1. 因自殺、企圖自殺、蓄意或自傷身體、精神病或精神錯亂、老人科護理、服用烈酒及/或藥物、使用改變行為的物質、吸毒、性病或後天免疫力缺乏症(愛滋病)、與愛滋病有關的併發症或感染。
2. 根據法例應獲得僱傭賠償。
3. 違反或企圖違反法律或拒捕。
4. 任何航空活動,但購票乘搭由正式持牌定期運載乘客的航空或包機公司所經營的飛機則不在此限。
5. 任何因懷孕、分娩、流產、墮胎、切除輸精管或絕育而引致的後果。
6. 任何不適或疾病。
7. 細菌感染(因意外切傷或傷口引致的化膿性感染除外)。
8. 醫療護理或外科手術(不包括只因本保險單承保的受傷所引致(如需要)並於受傷後 12 個月內進行者)。
9. 從事或參與任何種類的駕車、策騎比賽、任何使用供氣設備的潛水活動、滑水、攀山、滑雪、駕駛或乘坐電單車及高空彈跳。

### 項目3

#### 醫療費用保障

##### (a) 外科手術及住院費用保障

若您僱用的家傭在本保單期內因意外、疾病或不適而須在香港特別行政區入住醫院,我們將支付入住醫院普通病房所需的費用,包括:

1. 病房、膳食及住院雜項費用,每天最高港幣 300 元。
2. 外科手術費,每項傷病最高港幣 15,000 元。
3. 麻醉費及其手續費,最高為應付外科手術費的 25%,但每項傷病不超過港幣 3,750 元。
4. 手術室使用費,最高為應付外科手術費的 12.5%,但每項傷病不超過港幣 1,875 元。

我們根據本項保障每年支付的金額最高為港幣 25,000 元。

##### (b) 門診費用保障

若您僱用的家傭在本保單期內因意外、疾病或不適,我們將支付由具法定資格的註冊醫生在香港特別行政區內為家傭診治的門診費用,每天每次最高港幣 180 元。

若首次診療由具法定資格的註冊醫生在香港特別行政區內處理,我們也會支付跌打醫師、註冊物理治療師或註冊按脊治療師的診療費用,每天每次最高港幣 100 元,每年最高港幣 500 元。

我們根據本項保障每年支付的金額最高為港幣 3,000 元。

### (c) 牙科費用保障

我們將支付家傭三分之二的牙科費用，每年最高港幣 1,500 元。  
在下列情況下，我們不會支付有關牙科費用：

1. 每項經調整後應付索償金額的三分之一。
2. 任何定期檢查、刮牙垢、磨牙或洗牙及鑲牙冠。
3. 任何牙橋、牙箍及假牙費用。

### (d) 送返原居地費用保障

若在僱用期滿之前，您須將家傭送返其原居地，我們將賠償有關的費用如下：

1. 若家傭身故，我們將按本保險單條款支付將遺體運回其原居地所需的實際費用，最高賠償港幣 20,000 元。
2. 若經具法定資格的註冊醫生證明該家傭的健康狀況不適宜繼續履行與您訂立的僱傭合約(因懷孕或有關併發症除外)，我們將按本保險單條款支付由香港特別行政區出發至家傭原居地的經濟客位機票所需費用。

我們不會支付由香港特別行政區以外地方送返家傭或運送其遺體的費用。

## 項目 4

### 個人責任保障

在本保險單期內，若您僱用的家傭因下列情況而負上法律責任時，我們將就此向該家傭作出賠償：

1. 意外導致任何人士身故或身體受傷，但您或您家人或家傭的家人除外。
2. 意外導致財物損毀，但您、您家人、家傭或家傭的家人所擁有或保管的財物除外。

因下列情況導致的責任不在承保之列：

1. 任何協議，但不論協議存在與否亦須負上的責任則不在此限。
2. 擁有或使用任何：
  - (a) 汽車；
  - (b) 船舶或飛機；及
  - (c) 禽畜及其他家禽。
3. 在您住所發生的事件。
4. 在香港特別行政區以外地方發生的事件。
5. 飲食中毒。
6. 任何非經由香港特別行政區具司法管轄權的法院初審時裁定的判決。

我們根據本項保障每年支付的金額最高為港幣 100,000 元。

## 項目 5

### 家傭個人財物保障

若家傭的個人財物及個人旅遊證件在您住所遭意外遺失或損毀，每年可獲賠償最高港幣 10,000 元。

本保險單不承保：

1. 偷竊 / 爆竊
  - (a) 若住所無人居住；
  - (b) 若分租或借出住所或其部分地方予他人；
  - (c) 以欺騙手段進行，但以欺騙手段進入住所則不在此限。
2. 惡意損毀或破壞
  - (a) 若住所無人居住；
  - (b) 由合法在住所內居住或逗留的人士所造成。
3. 遺失金錢及貴重物品、遺失或遭他人未經授權而使用信用卡及提款卡。
4. 隱形眼鏡或角膜晶體。
5. 手提 / 流動電話、傳呼機及其各種配件。
6. 唱片、光碟及錄音帶。
7. 使用中的運動設備。
8. 遭海關或其他官員拘留、扣押或查封充公的物品。

9. 任何不予承保風險。
10. 每次損失索償的首港幣 200 元自負額。

## 項目 6

### 僱主的損失賠償

#### (a) 僱員誠信保障

若家傭於受僱期間擅取您的家居財物而導致財物遺失，我們將向您作出賠償。每件家居財物可獲賠償最高港幣 5,000 元。

若家傭於受僱期間擅自撥打國際長途電話(IDD)致電其原居地，我們亦會向您賠償此等電話費用，每年最高港幣 3,000 港元。

我們不會就下列情況作出賠償：

1. 您並非在與家傭訂立的僱傭合約終止後三十天內發現家居財物遺失。
2. 您並非在家傭擅自撥打國際長途電話後三十天內發現該等撥電。

我們根據本項保障每年支付的金額最高為港幣 10,000 元。

#### (b) 另聘費用保障

我們會賠償您另聘家傭的費用，每年最高港幣 5,000 元。

#### (c) 家傭住院的每天現金津貼

若具法定資格的註冊醫生認為家傭必須住院接受治療，在家傭登記入住香港特別行政區內的醫院期間，我們每天支付港幣 200 元現金津貼，每年最高港幣 6,000 元。

家傭入住醫院的首三天不獲此項每日現金津貼。

### 等候期

除保險證明書另有訂明外，上述項目 3(a)、3(b)、3(c)及 6(c)均附設有 15 天及適用於每名家傭的等候期。

等候期自本保險單起保日期或自有關與您訂立的僱傭合約最初生效之日期(以較遲者為準)開始。

等候期內任何疾患不獲上述各項所述的賠償。

### 適用於整份保險單的條件

1. 就直接向家傭提供補償或賠償的各項保障而言，您及家傭須先行妥善遵守並履行本保險單所載的一切須進行，不得進行或須予遵守的條款及條件，此乃本公司承擔任何責任的先決條件。
2. 您及您家人必須遵守所有法定責任，並採取一切合理步驟，以防財物遺失或損毀及意外或疾病發生。
3. 若您根據本保險單提出的索償有任何欺騙成份，或採取任何欺騙手段或方法獲取本保險單項下的賠償，我們將毋須就該等索償承擔任何責任。
4. 本保險單不得轉讓，我們將不受任何信託、抵押、留置權、轉讓或其他買賣本保險單的通知所影響。
5. 任何不是本保險單某一方的人士或實體，不能根據《合約（第三者權利）條例》（香港特別行政區法例第 623 章）強制執行本保險單的任何條款。
6. 無索償獎勵  
若受保期間內並無根據本保險單作出或提出索償，下期續保費將按現行保費享有 20%折扣。若受保期內曾根據本保險單作出或提出索償，我們將不發無索償獎勵。
7. 索償
  - (a) 若出現或可能出現索償的情況，您必須在事發後三十天內以書面通知我們，或在較早前察覺可能發生有關情況時，以書面通知我們。
  - (b) 您須要協助我們提供有關資料，以便我們調查索償事項。
  - (c) 申請財物遺失或損毀索償，您必須：
    - i. 自費提供我們可能要求的所有經核實資料及證據；及

- ii. 若因欺騙手段、偷竊、爆竊、惡意損毀行為或暴動及民間騷動而引致的任何損失，立即通知警方。
- (d) 申請責任索償，您 / 您家傭必須：
- i. 在收到任何信件、申索狀或傳票後，立即將該文件送交我們；
- ii. 在知悉任何快將執行的檢控、死因研訊或致命傷害後，立即通知我們；及
- iii. 未經我們同意，不得作出任何供認、建議或付款承諾。如我們有此要求，我們有權接手處理並以我們的名義進行抗辯或理賠事項或為我們本身的利益，就任何損毀賠償或其他事項以您的名義提出檢控，並可全權決定進行任何訴訟及理賠。您必須提供我們可能要求的一切有關資料及援助。
- (e) 若申請醫療及送返原居地費用索償，您必須自費提交我們所要求的一切證明文件及資料證據。
- (f) 若因任何事故引致本保險單承保的損失、損毀、開支或責任出現，且當時該等損失、損毀、開支或責任或其任何部分亦獲本公司發出的其他一份或多份保險單承保，則我們應付的最高賠償額，將以保額最高的保險單為限。此情況不適用於項目 2。
- (g) 除上文條件(d)所列明者外，若出現任何情況或索償時已有任何其他賠償保證或保險計劃，或若非訂立本保險單則會有任何其他計劃，且該等計劃以您為受益人，或由您訂立或代表您訂立，並適用於上述情況或索償，則我們在本保險單並無責任就上述情況或索償向您賠償，但假使本保險單並無訂立，有關索償金額超出上述其他賠償保證或保險計劃本應支付的部分，則作別論。此情況不適用於項目 2。
- (h) 若損失一對或一套物品的其中部分，計算損失時將考慮該等部分的重要性，並以該對或該套物品總值的公平合理比例為準，惟該等損失不應當作該對或該套物品的全部損失。
8. 生效日期  
本保險單將在保險證明書所列的日期開始生效。
9. 取消本保險單  
本保險單可應您書面通知的要求隨時取消，並有關取消將於我們正式接獲通知後生效。倘若本保險單並無任何索償紀錄，我們將按本保險單未屆滿期間的比例向您發還已繳付的保費，惟本保險單必須收取不少於保險證明書 / 承保表所印示的最低保費。  
我們可隨時向您發出七天書面通知取消本保險單。通知書將以掛號郵件寄往您最後填報的地址。郵寄證明足以構成發出該通知的證據。我們取消本保險單後，將按本保險單未屆滿期間的比例向您發還已繳付的保費。
10. 規管法例及司法管轄權  
本保險單受香港特別行政區法律規管並按其詮釋。本保險單各方不可撤回地同意香港特別行政區法院就本保險單引起的一切及所有事宜、糾紛或司法程序具有非專屬司法管轄權。
11. 仲裁  
所有因本保險單而引起的分歧，將交由分歧雙方書面委任的仲裁人決定，或若有關雙方不能協議委任某名仲裁人，則各自於其中一方以書面提出有關要求後一個曆月內以書面委任一名仲裁人，並交由該兩名仲裁人決定；又或該等仲裁人出現意見分歧，則交由仲裁人於進行轉介之前以書面委任的仲裁長決定。仲裁長須與仲裁人就此會談，並由仲裁長作主持，有關裁定將會是對我們採取任何法律行動的先決條件。若我們宣稱不對您就本保險單提出的任何索償負責，且有關索償並非於該拒賠聲明作出之日期後十二個曆月內根據本條文所示轉介仲裁處理，則該索償在各方面而言均將視為已放棄論，其後不得再根據本保險單提出索償。
12. 語言  
倘本保險單之英文本及中文本出現歧異時，以英文本為準。

#### 適用於整份保險單的不承保項目

- 輻射污染
  - 核燃料或燃燒核燃料後的核廢料，放射出電離輻射或污染；
  - 任何爆炸性能組合或其核能部分的放射性、毒性、爆炸性或其他危險特性。
- 戰爭風險

- 戰爭、侵略、外敵入侵、戰鬥(不論是否已宣戰)、內戰、叛亂、革命、起義或軍事政變或奪權。
- 音波  
飛機或其他航空裝置所引致的壓力音波。
- 任何非經由香港特別行政區具司法管轄權的法院初審時裁定的判決。
- 蓄意自傷身體或自殺(不論屬重罪與否)或任何類似企圖，不論神智是否清醒。
- 分娩、懷孕、流產、墮胎及由此引致的所有併發症，儘管可能因意外加劇或造成。
- 服用烈酒或非由具法定資格的註冊醫生開列的迷幻藥或藥物而引致中毒，以及有關毒癮或酗酒的治療。
- 後天免疫力缺乏症(愛滋病)或其相關的併發症(不論如何染病)。
- 家傭在本保險單起保日期前已有的任何損傷、不適或疾病。就上述第 3(a)、3(b)、3(c)及 6(c)項保障而言，本保險單生效前已有的任何損傷、不適或疾病，並因而在緊接本保險單起保前連續三(3)個月內曾接受治療者，將不獲任何賠償；若於緊接本保險單起保後連續三(3)個月內並無因上述損傷、不適或疾病接受治療者，則可獲得上述各項的保障賠償。

#### 適用於項目 3(a)「外科手術及住院費用保障」、項目 3(b)「門診費用保障」及項目 6(c)「家傭住院的每天現金津貼」的不承保事項

- 精神病、神經病或精神錯亂、性病、先天畸形或異常、不育、絕育、心臟病或癌症、心悸、腎石、膽石、高血壓、關節炎。
- 療養或體格檢查。
- 美容或整容手術，惟直接由本保險單承保的疾病或損傷所引致者除外。
- 防疫注射、免疫注射或預防療法。

#### 定義

「**保險證明書**」指有關保單持有人姓名、保險單編號、本保險單限額及各項適用之保障等詳情。保險證明書乃本保險單的一部分。

「**門診費用**」指家傭於受保期間接受具法定資格的註冊醫生診治及開列處方所須的合理費用(扣除從所有其他來源索取收回或可索取的款項)。

「**本公司 / 我們 / 我們的**」指豐隆保險(亞洲)有限公司。

「**信用卡及現金卡**」指銀行信用卡及提款卡。

「**家傭住院的每天現金津貼**」指若家傭須登記入住醫院連續三天以上，以接受具法定資格的註冊醫生診治，我們應當支付的每天住院現金津貼。

「**牙科費用**」指家傭於受保期間，因牙患而須進行口腔手術、治療膿瘡、X光檢查、脫牙或補牙而引致的合理及必須費用，惟上述治療及服務須由具法定資格的註冊牙醫進行。

「**家傭**」指名列於保險證明書的家傭，由您僱用以提供全職家政服務，並獲得入境事務處合法批准。

「**住所**」指位於香港特別行政區並名列於保險證明書內為您的主要住址的建築物、屋宇或單位。

「**香港特別行政區**」指中華人民共和國香港特別行政區。

「**醫院**」指依法成立並註冊為醫院的機構，用以治療受傷、患病人士，並且：

- 設有診斷、醫療及施行大型手術的設施。
- 由註冊護士提供每日二十四小時的護理服務，並由具法定資格的註冊醫生負責監督。
- 基本上不是診所、看護所、酗酒或吸毒者的治療所、護理、休養或復康院、老人院或類似機構。

「**家居財物**」指屬於您或您家人所擁有並放在住所內的任何物件，或您或您家人須負責任的任何物件，但我們的保障範圍不包括：

- 汽車、船舶、拖車及其有關附件。
- 植物及生物。
- 業主的固定裝置和陳設，但租客 / 業主所作的改良除外。
- 業主的固定裝置和陳設，但您或您家人在租約上列明須負責者除外。
- 股票、證書、文件、電腦軟件、資料檔案。
- 特別持有物品。
- 隱形眼鏡或角膜晶體。
- 手提 / 流動電話、傳呼機、手提 / 可攜式電腦及其有關配件。
- 天線裝置、圓盤式衛星電視天線及室外任何物品。

「**受傷**」指家傭在本保單期內，純粹由於意外且獨立於任何其他因素而導致身體損傷，並會因而在發生意外之日起計十二(12)個曆月內導致該家傭死亡或傷殘。本定義不適用於項目 1「僱員補償保險」。

「具法定資格的註冊醫生、牙醫或物理治療師」指獲執業地區擁有司法管轄權的政府合法授權，以提供醫療、外科手術、牙科或物理治療服務的任何人士，但不包括您本人。

「**法例**」指僱員補償條例(香港特別行政區法例第 282 章)。

「**喪失聆聽能力**」指完全及永久失去聆聽能力。

「**肢體損失**」指肢體自手腕或足踝或以上之處從身體分離。

「**喪失視力**」指完全及永久失去單目或雙目的所有視力，致使家傭絕對失明及無法以外科手術或其他治療作出補救。

「**喪失說話能力**」指完全及永久失去說話能力。

「**喪失使用功能**」指完全機能性傷殘，並視為等同於完全喪失有關的肢體或器官。

「**金錢**」指銀行或流通鈔票、硬幣、支票、有獎公債、旅行支票、旅行機 / 船 / 車票、郵政或銀行匯票、郵票、國民儲蓄券或證明書、同類代用券或午餐券。

「**受保期**」指保險證明書指定的期間，以及其後您已繳付且我們已收取續保費的期間。

「**永久**」指由發生意外之日起計持續十二(12)個曆月內及在該期間屆滿時並無任何改善的希望。

「**永久性完全傷殘**」指完全傷殘持續十二(12)個曆月後，家傭在餘下的生活期間，完全不能從事任何可賺取收入的職業或工作。

「**個人財物**」指用以穿著或攜帶的個人物品，但不包括貴重物品或金錢。

「**保單持有人 / 您 / 您的**」指名列於保險證明書內的人士。

「**另聘費用**」指若您送返家傭至其原居地，或將其遺體運回其原居地後(該等送返費用可根據本保險單第 3(d)項「送返原居地費用保障」獲得賠償)，您另聘一名家傭實際所引致的合理及必須費用。

「**特別持有物品**」指為任何職業、業務或受僱工作而持有或使用的物品，或以另一份保險單投保的物品。

「**不予承保風險**」指(1)自然損耗或折舊；(2)腐爛、發霉、蝕木蟲、甲蟲、飛蛾、昆蟲或害蟲蛀蝕；(3)機械或電子故障或損壞；(4)任何清潔、染色、修葺、修改、修理或修補過程；(5)任何其他逐漸形成的原因。

「**無人居住**」指住所連續 30 天以上無人居住。

「**貴重物品**」指珠寶、黃金、白銀、貴重金屬、手錶、皮草、圖畫、藝術品、古董、運動設備、瓷器收藏品、郵票、錢幣及其他類似物品。

「**您家人**」指長期與您在住所共同生活的配偶、子女、父母及其他親屬。

#### 下列條款構成保險單的一部分

#### 僱員補償保險 – 恐怖主義批註

(適用於本保險單項目 1)

儘管本保險單或附帶的任何批註可能載有相反的條文，惟現謹此同意就因任何恐怖主義活動或採取任何行動以控制、預防或遏止任何恐怖主義活動，或以任何方式與任何恐怖主義活動有關而直接或間接導致或造成因意外或疾病，繼而身體受傷或死亡(「**損失**」)，不論有關損失是否因由其他緣故或事件同時或按任何時序引致：

- 保險單的賠償上限將為根據香港特別行政區政府(「**政府**」)與本公司在 2002 年 6 月 20 日訂立的財務安排(「**財務安排**」)條文，本公司接獲政府的實際款額，根據財務安排，政府同意向本公司及其他獲授權在香港特別行政區從事僱員賠償承保業務的其他直接保險公司提供資金，以便有關公司按照僱員賠償保險保單，就恐怖主義活動事件所引致的傷亡事故作出賠償；
- 本公司僅會在接獲政府發出(i)批准通知書，確認本公司應作出有關賠償；及(ii)收到政府根據財務安排支付的賠款後，方須支付賠款；及
- 為免生疑，若本公司因任何原因而未接獲政府根據財務安排提供的賠款，則不論是否由於政府認為有關損失並不屬於財務安排的賠償範圍內，又或由於本公司違反財務安排，本公司亦毋須作出有關賠償。

就上述者而言，恐怖主義活動指任何一名或多名人士單獨、代表或聯同任何組織或政府使用武力、暴力、其他手段或威嚇以達致政治、宗教、意識形態或類似目的(包括企圖影響任何政府及 / 或引致公眾或部分公眾產生恐慌)。

若本公司宣稱損失不屬本批註的保障範圍之內，受保人須承擔提出任何相反舉證的責任。

若本批註的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及作用。

本批註所採用的詞彙及字句與本保險單所用者具備相同涵義。

#### 戰爭及恐怖主義不承保批註

(適用於本保險單項目 2 至 6)

儘管本保險單或附帶的任何批註可能載有相反的條文，惟現謹此同意本保險單亦毋須賠償因下列任何原因而直接或間接導致或造成的任何損失、損壞、費用或開支，不論有關損失是否因其他緣故或事件同時或按任何時序所引致：

- 戰爭、侵略、外敵入侵、戰鬥、戰事(不論是否已宣戰)、內戰、叛亂、革命、起義、構成或導致起義、軍事行動或奪權的民間騷亂；或
- 任何恐怖主義活動，  
就本批註而言，恐怖主義活動指(包括但不限於)任何一名或多名人士單獨、代表或聯同任何組織或政府使用武力、暴力及/或威嚇以達致政治、宗教、意識形態或類似目的(包括企圖影響任何政府及 / 或引致公眾或部分公眾產生恐慌)。

本批註亦毋須賠償因採取任何行動以控制、預防或遏止上文(1)及/或(2)，或以任何方式與其有關而直接或間接導致或造成的任何損失、損毀、費用或開支。

若本公司因此項不承保條款而宣稱任何損失、損毀、費用或開支均不屬本保險單的保障範圍之內，受保人須承擔提出任何相反舉證的責任。

若本批註的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及作用。

#### 有關污染及爆炸的恐怖主義不承保條款

(適用於本保險單項目 2 至 6)

現謹此同意不論是否有其他因由，本保險單亦毋須賠償因下列任何恐怖主義活動而直接或間接導致的任何損失、損壞、費用或開支：

- 生物或化學污染；
- 導彈、炸彈、手榴彈、爆炸品。

就本批註而言，恐怖主義活動指(包括但不限於)任何一名或多名人士單獨、代表或聯同任何組織或政府使用武力、暴力及/或威嚇以達致政治、宗教、意識形態、種族目的或理由(包括企圖影響任何政府及/或引致公眾或部分公眾產生恐慌)。

就 a)而言，「**污染**」指由於化學及/或生物物質的影響，污染、毒害或防礙及 / 或限制物品的用途。

若本公司因此項不承保條款而宣稱任何損失、損壞、費用或開支不屬本保險單的保障範圍之內，受保人須承擔提出任何相反舉證的責任。

若本批註的任何部分被視為無效或無法執行，其餘部分將仍具十足效力及作用。