

HONG LEONG HOME ASSISTANT 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 Home Assistant 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 of 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 Home Assistant who is a member of Your Family.
6. any Home Assistant who is employed under an illegal employment contract.
7. any liability arising from Pneumoconiosis.
8. 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 Section 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 Home Assistant while working 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 eye	100%
5. Permanent Total Loss or 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\$20,000.

Any claim for Death benefit shall be payable to the Home Assistant's legal representative.

We shall not be liable to pay if the injury to the Home Assistant 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; or
2. any occurrence outside Hong Kong SAR; or
3. any violation or attempted violation of the law or resistance to arrest; or
4. any consequence of pregnancy, childbirth, miscarriage, abortion, vasectomy or sterilization; or
5. any sickness or disease; or

6. bacterial infection (except pyrogenic infections which shall occur through an accidental cut or wound); or
7. medical or surgical treatment (except if necessary due solely to injury covered by this Policy and performed within 12 months of the occurrence of such injury).

Section 3

Personal Liability Cover

We will provide indemnity to Your Home Assistant while working in the course of Your employment for legal liability arising out of an occurrence during the Period of this Policy for

1. accidental death of or bodily injury to any person other than You or a member of Your Family or the Home Assistant'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 Home Assistant or the Home Assistant'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 outside Hong Kong SAR;
4. food and drink poisoning;
5. any wilful act or misconduct of the Home Assistant

The total maximum amount that We will pay under this Section is HK\$50,000 for each Period of Insurance.

Conditions Which Apply to the Whole Policy

1. In respect of those Sections where indemnity or benefits are being provided to Your Home Assistant directly, it is a condition precedent to liability that both You and Your Home Assistant 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/Your Family/Your Home Assistant 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. 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 liability claims You/Your Home Assistant must:

- i. send to Us any letter claim writ or summons immediately it is received;
- ii. advise Us immediately once You/Your Home Assistant have/has 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/Your Home Assistant's 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/Your Home Assistant shall give all such information and assistance as We may require.

(d) If at the time of any happenings giving rise to any expense or liability for which indemnity is provided under this Policy there will be any other policy issued by Us covering such expense 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.

(e) Except as provided in Condition (d) 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/Your Home Assistant's favour or effected by You/Your Home Assistant or on Your/Your Home Assistant's behalf applicable to such occurrence or claim, We shall not be liable under this Policy to indemnify You/Your Home Assistant 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.

7. Effective Date

This Policy shall become effective and commences on the date specified in the Certificate of Insurance.

8. 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.

9. 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. The indemnity shall not apply in respect of any judgement which is not in the first instance delivered by or

obtained from a court of competent jurisdiction within Hong Kong SAR.

10. Arbitration

All difference 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.

11. 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 Whole Policy

1. Radioactive contamination
 - (a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
2. 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.
3. Sonic bangs
Pressure waves caused by aircraft and other aerial devices.
4. Any judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction with Hong Kong SAR.
5. Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat while sane or insane.
6. Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident.
7. 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.
8. Acquired Immune Deficiency Syndrome (AIDS) OR AIDS Related Complex (ARC), howsoever this syndrome has been contacted.
9. Any Home Assistant who is not aged between 18 and 65.

Definitions

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

'Home Assistant' means the person being employed by You to perform domestic duties at the Place of Employment.

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

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

'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 Home Assistant 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.

'Legislation' means Employees' Compensation Ordinance.

'Period of Insurance' means the period specified in the Certificate of Insurance.

'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.

'Place of Employment' means the building, house apartment or flat situated in Hong Kong SAR and named in the Certificate of Insurance.

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

'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 and 3 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.

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 and 3 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.

豐隆家務助理保險

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

若您僱用的家務助理在受保期內，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，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便不存在的責任。
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. 任何家務助理是為您的家人。
6. 任何家務助理受僱於不合法的僱用合約。
7. 因肺塵埃沉著病而引致的責任。
8. 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

若家務助理在您的受僱工作期間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喪失視力 | 100% |
| 5. 單肢或雙肢永久性完全肢體損失或殘廢 | 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 20,000 元。

任何身故賠償的索償將支付予家務助理的法定遺產代理人。

若家務助理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；或
2. 在香港特別行政區以外地方發生的事件；或
3. 違反或企圖違反法律或拒捕；或
4. 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；或
5. 任何不適或疾病；或
6. 細菌感染(因意外切傷或傷口引致的化膿性感染除外)；或
7. 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)。

項目 3 個人責任保障

在本保險單期內，若您僱用的家務助理在受僱工作期間因下列情況而負上法律責任時，我們將就此向該家務助理作出賠償

1. 意外導致任何人士身故或身體受傷，但您或您家人或家務助理的家人除外；
2. 意外導致財物損毀，但您、您家人、家務助理或家務助理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. 在香港特別行政區以外地方發生的事件；
4. 飲食中毒；
5. 家務助理的任何蓄意或惡意行為。

我們根據本項保障在每段受保期支付的金額最高為港幣 50,000 元。

適用於整份保險單的條件

1. 就直接向家務助理提供補償或賠償的各項保障而言，您及家務助理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/您家人/您的家務助理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以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. 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) 申請責任索償，您/您家務助理必須：
 - 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. 當您/您的家務助理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/您的家務助理的名義提出檢控，並可全權決定

進行任何訴訟及理賠。您/您的家務助理必須提供我們可能要求的一切有關資料及援助。

- (d) 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。
 - (e) 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/您的家務助理為受益人，或由您/您的家務助理訂立或代表您/您的家務助理訂立，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。
7. 生效日期
本保險單將在保險證明書所列的日期開始生效。
 8. 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。
 9. 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。本保單之賠償將不生效於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。
 10. 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事會談，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。

11. 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

1. 輻射污染
 - (a) 核燃料或燃燒核燃料後的核廢料，放射出電離輻射或污染。
 - (b) 任何爆炸性核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。
2. 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。
3. 音波
飛機或其他航空裝置所引致的壓力音波。
4. 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。
5. 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。
6. 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。
7. 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。
8. 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)。
9. 任何家務助理之年齡並非介乎 18 至 65 歲。

定義

「本公司 / 我們 / 我們的」指豐隆保險(亞洲)有限公司
「家務助理」指受您僱用於工作地址內提供家政服務的人士。
「香港特別行政區」指中華人民共和國香港特別行政區。
「受傷」指家務助理在本保單期內，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)個曆月內導致該家務助理死亡或傷殘。本定義不適用於項目 1「僱員補償保險」。
「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，致使家務助理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。
「殘廢」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。
「法例」指僱員補償條例。
「受保期」指保險證明書指定的期間。
「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，家務助理在餘下的生活期間，完全不能從事任何可賺取收入的職業或工作。
「工作地址」指位於香港特別行政區並名列於保險證明書內的建築物、屋宇或單位。
「保單持有人/您 /您的」指名列於保險證明書內的人士。
「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：

- (a) 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；
- (b) 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
- (c) 為免生疑，若本公司因任何原因而未有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 及 3)

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：

- (1) 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
- (2) 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 及 3)

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

- (a) 生物或化學污染
- (b) 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。