



中銀集團保險有限公司  
BANK OF CHINA GROUP INSURANCE COMPANY LIMITED

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## DOMESTIC HELPER COMPREHENSIVE POLICY

Whereas the Insured named in the Schedule hereto has applied to BANK OF CHINA GROUP INSURANCE COMPANY LIMITED (hereinafter called “the Company”)

Now this Policy witnesses that in consideration of the payment by the Insured to the Company of the premium the Company hereby agrees, subject to the terms, limitations, provisions, exclusions and conditions contained herein, affixed hereto or endorsed herein (all of which are deemed to be incorporated herein) to indemnify the Insured in respect of any or all the contingencies hereinafter mentioned happening during the Period of Insurance.

Provided always that the due observance and fulfillment by the Insured of all the conditions contained or incorporated herein shall be a condition precedent to any liability on the part of the Company under this Policy.

The Proposal and Declaration made by the Insured are the basis of and form part of this Policy.

### SECTION 1 – EMPLOYER’S LIABILITY

The Company will indemnify the Insured against liability at law including liability under the Employees’ Compensation Ordinance in the event the Domestic Helper suffers injury and/or disease arising out of and in the course of his or her employment. The maximum liability of the Company is up to HK\$100,000,000 per event.

### EXCLUSIONS APPLICABLE TO SECTION 1

This section does not cover:

1. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
2. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party
3. any liability arising from Pneumoconiosis
4. any late payment surcharge for which the Insured may become liable under the Employees’ Compensation Ordinance

## **SECTION 2 – CLINICAL EXPENSES**

The Company will reimburse the Insured in respect of actual expenses reasonably and necessarily incurred by the Domestic Helper up to HK\$150 per visit per day and subject to a maximum of HK\$2,500 per Policy Year during the Period of Insurance whilst as an out-patient for medical treatment and for prescribed medical supplies received from a legally qualified and registered medical practitioner.

### **EXCLUSIONS APPLICABLE TO SECTION 2**

This section does not cover any expenses arising from:

1. nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer
2. rest cure or physical check-up
3. cosmetic or plastic surgery unless to correct an Injury for which this Policy covers
4. vaccinations, immunization, injections or preventive medication

## **SECTION 3 – SURGICAL AND HOSPITALISATION EXPENSES**

The Company will reimburse the Insured in respect of actual expenses reasonably and necessarily incurred by the Domestic Helper up to HK\$25,000 per Policy Year during the Period of Insurance whilst as a patient confined in a Hospital for treatment or surgery up to:

|   | Maximum Indemnity     |
|---|-----------------------|
|   | HK\$                  |
| 1. Room, Board & other miscellaneous Hospital charges | 300 per day           |
| 2. Surgical fee                                       | 10,000 per Disability |
| 3. Anaesthetist's fee                                 | 2,500 per Disability  |
| 4. Operating theatre fee                              | 1,500 per Disability  |

### **EXCLUSIONS APPLICABLE TO SECTION 3**

This section does not cover any expenses arising from:

1. nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer
2. rest cure or physical check-up
3. cosmetic or plastic surgery unless to correct an Injury for which this Policy covers
4. vaccinations, immunization, injections or preventive medication

## **SECTION 4 – DENTAL EXPENSES**

The Company will reimburse the Insured in respect of two-third of the actual expenses reasonably and necessarily incurred by the Domestic Helper up to HK\$1,500 per Policy Year during the Period of Insurance for oral surgery, treatment of abscesses, X-ray, extractions or fillings as a result of dental disease, provided that such treatment is received from a legally qualified and registered dentist.

#### EXCLUSIONS APPLICABLE TO SECTION 4

This section does not cover:

1. any cost of routine examination, scaling, polishing, cleaning and crowning
2. any cost of bridges, braces and dentures

#### SECTION 5 – PERSONAL ACCIDENT

In the event of the Domestic Helper sustaining personal Injury during his or her rest days within the Period of Insurance, the Company will pay to the Domestic Helper or the Domestic Helper's legal personal representatives the following compensation provided that such Injury occurs within 12 calendar months from the date of such accident resulting in one of the following losses:

|   | Maximum Indemnity |
|---|-------------------|
|   | HK\$              |
| 1. Accidental death                     | 100,000 per event |
| 2. Loss of both limbs or sight          | 100,000 per event |
| 3. Loss of one limb and one sight       | 100,000 per event |
| 4. Loss of either one limb or one sight | 50,000 per event  |

Loss of limb shall mean physical severance of an entire hand or foot at or above the wrist or ankle or of an arm or leg at or above elbow or knee. Loss of sight shall mean total and irrecoverable loss of all sight.

Provided that

1. in the event of a valid claim under 'Accidental death', all liability of the Company under this section shall thenceforth cease.
2. the maximum indemnity of the Company in this section is up to HK\$100,000 per Policy Year during the Period of Insurance.

#### EXCLUSIONS APPLICATION TO SECTION 5

This section does not cover:

1. any Injury occurring within the working days of the Domestic Helper
2. the Domestic Helper engaging in or taking part in driving or riding in any kind of race or any activities involving the use of breathing apparatus

#### SECTION 6 – REPATRIATION EXPENSES

In the event of serious sickness or Injury or death to the Domestic Helper resulting in his or her being certified by a legally qualified and registered medical practitioner as medically unfit so that his or her contract of service with the Insured cannot be continued, the Company will reimburse the Insured the following expenses reasonably and necessarily incurred up to a maximum of HK\$ 10,000 per Policy Year during the Period of Insurance:

1. the cost of repatriating the Domestic Helper from Hong Kong to his or her country of domicile by a scheduled

- flight (economy class) including the cost of ambulance transfer to and from the airport or
2. the cost of post mortem treatment and transportation of mortal remains from Hong Kong to his or her country of domicile in the event of the death of Domestic Helper

#### **SECTION 7 – TEMPORARY HELPER ALLOWANCE**

The Company will reimburse the Insured in respect of actual expenses reasonably and necessarily incurred when a temporary helper is required to replace the Domestic Helper's duty up to HK\$150 per day provided that the Domestic Helper is unable to work for at least 5 consecutive days due to Hospitalization. The maximum indemnity of the Company is up to HK\$5,000 per Policy Year during the Period of Insurance.

#### **EXCLUSIONS APPLICABLE TO SECTION 7**

This section does not cover:

1. any expenses incurred due to Hospitalization directly or indirectly caused by
  - (a) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer
  - (b) rest cure or physical check-up
  - (c) cosmetic or plastic surgery unless to correct an injury for which this Policy covers
2. when the Domestic Helper is unable to work for less than 5 consecutive days due to Hospitalization

#### **SECTION 8 – REPLACEMENT EXPENSES**

The Company will reimburse the Insured in respect of actual expenses reasonably and necessarily incurred to hire another Domestic Helper if and only if the Domestic Helper is medically unfit to work as certified by a legally qualified and registered medical practitioner so that his or her contract of service with the Insured has to be terminated. This policy will indemnify the Insured in respect of costs arising from change of Domestic Helper subject to a maximum of HK\$5,000 per Policy Year during the Period of Insurance.

#### **EXCLUSIONS APPLICABLE TO SECTION 8**

This section does not cover:

1. any expenses incurred by the Domestic Helper if he or she is medically unfit to work for the reason of nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer
2. medical check-up fee for new Domestic Helper
3. the cost of repatriating the Domestic Helper to the country of domicile
4. flight ticket for new Domestic Helper
5. wages or salaries of the Domestic Helper or new Domestic Helper

#### **DEFINITIONS**

1. "Disability" means Injury to or sickness of the Domestic Helper. Successive disabilities are treated as one disability unless they result from causes unrelated to each other or are separated by at least 90 days from the

date of discharge from the Hospital or the last consultation at the doctor's office whichever is the later.

2. "Domestic Helper" means the person named in the Schedule who has entered into a full-time work under a written contract of domestic services recruited from outside Hong Kong Special Administrative Region with the Insured provided that the person is not a member or a relative of the Insured.
3. "Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which
  - (a) has organized facilities for diagnosis, treatment and major surgery;
  - (b) provides twenty-four hours a day nursing services by registered graduate nurses;
  - (c) is under the supervision of a physician; and
  - (d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.
4. "Hospitalization" means a Hospital confinement must be for a minimum period of six consecutive hours or when the Domestic Helper is confined to undergo surgical operation in operating theatre or when the Domestic Helper is charged by a Hospital for daily room and board.
5. "Injury" means bodily injury to the Domestic Helper caused solely and directly by violent accidental external and visible means.
6. "Insured" means the person named in the Schedule who is the legal employer of the Domestic Helper.
7. "Period of Insurance" means the period specified in the Schedule.
8. "Policy Year" means a period which is construed to be twelve calendar months counting from the date of inception of this Policy or day immediately after expiry of the said twelve months as far as applicable.

## **GENERAL EXCLUSIONS**

This Policy does not cover any loss which is caused directly or indirectly by or which results from:

1. any consequence of declared or undeclared war or any act thereof, invasion or civil war.
2. any liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
  - (a) nuclear weapons material;
  - (b) ionizing radiations 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-sustained process of nuclear fission.
3. any act of terrorism (not applicable to section 1)

For the purpose of this exception 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. If the Company allege that by reason of this exception, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
4. intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat while sane or insane.
5. childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding

that such event may have been accelerated or induced by accident.

6. 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.
7. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
8. pre-existing sickness or disease of the Domestic Helper prior to inception of this insurance. For the purpose of sections 2, 3, 4, 6, 7 and 8, no indemnity shall be payable for Injury sickness or disease sustained prior to inception of the Domestic Helper's insurance, where medical treatment was received within three consecutive months immediately before inception of the Domestic Helper's insurance. Provided no medical treatment is incurred on such Injury sickness or disease within three consecutive months immediately after inception of the Domestic Helper's insurance, benefits under these sections shall subsequently become payable.
9. any injury, sickness, accident or event occurring outside the territorial limits of Hong Kong Special Administrative Region.
10. Domestic Helper is aged below 18 or over 60 at the date of inception of this insurance.

## **CONDITIONS**

### **1. CLAIMS PREVENTION**

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

### **2. FRAUD**

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

### **3. RENEWAL PROCEDURE**

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

### **4. POLICY NOT ASSIGNABLE**

This Policy is not assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.

### **5. CLAIMS PROCEDURE**

The Insured shall give immediate notice to the Company of any occurrence likely to give rise to a claim under this Policy and deliver a detailed statement in writing describing the occurrence within thirty days. The Insured shall pay all expenses, in the first instance, and then submit the original invoices and receipts together with the claim form to the Company for reimbursement.

### **6. PROOF OF LOSS**

It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his 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.

#### 7. CANCELLATION

The Insured may at any time cancel this Policy by delivering to the Company a notice in writing (provided that no claim has arisen during the current Period of Insurance) whereupon the Company shall retain the customary short period rate for the time the Policy has been in force.

The Company may at any time cancel this Policy by giving seven days' written 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 this 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 this Policy.

#### 8. ARBITRATION

All difference arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrators, 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 and/or the Domestic Helper for any claim hereunder and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not hereafter be recoverable hereunder.

#### 9. JURISDICTION

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

#### 10. AVOIDANCE CERTAIN TERMS AND RIGHTS OF RECOVERY

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

#### 11. TERMINATION DUE TO NON-PAYMENT OF PREMIUM

In the event initial premium charged to the Insured is not paid, this Policy shall be deemed to be void from the commencement date of insurance as specified in the Schedule. If any subsequent premium is not paid on its due date, this Policy will be terminated on that due date.

## ENDORSEMENTS

The following clauses and/or endorsements only apply when specified in the Schedule

### 063 Total Asbestos Exclusion Clause

It is hereby understood and agreed that this Policy shall not apply to and does not cover 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, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

### 096 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 11<sup>th</sup> January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies 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.



**NOTICE:** Notwithstanding anything contained herein to the contrary, in the event of cancellation or alteration of this Policy, the minimum premium will be charged at the discretion of the Company.

## **PERSONAL INFORMATION COLLECTION STATEMENT**

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of:

- any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service;
- any claim or investigation or analysis of such claim;
- exercising any right of subrogation; and

may be transferred to:

- any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;
- any association, federation or similar organization of insurance companies (“Federation”) that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation; and
- any member(s) of the “Federation” by the “Federation” for any of the above or related purposes.

Moreover, Bank of China Group Insurance Company Limited is hereby authorized to obtain access to and / or to verify any of your data with the information collected by the Federation from the insurance industry.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by Bank of China Group Insurance Company Limited. Requests for such access can be made to our Legal and Compliance Department (Tel: 2867 0888 / Fax: 3906 9939).