

Domestic Helper Plus Policy

Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

Whereas the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company named above (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance, the Company will pay the Benefit to the Insured or in the case of death of the Insured to the Insured's legal personal representative, or in respect of events covered under Section 5 (Personal Accident) other than death to the Insured Person.

Definition

The Company

CHONG HING INSURANCE COMPANY LIMITED

The Insured

As named in the Schedule

Insured Person

The domestic servant(s) named in the Schedule who is legally employed by the Insured and who is aged between 18 and 65 eligible for and covered by the insurance provided in this Policy.

Injury

Bodily injury to the Insured Person caused solely and directly by accidental means.

Period of Insurance

The period specified in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.

Hospital

An establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:

- (a) has organised 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.

General Exclusions applicable to ALL Sections

This Policy does not apply to any event 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) Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereof while sane or insane.
- 3) Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident.
- 4) Intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with drugs or alcohol.
- 5) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- 6) Pre-existing condition for which the Insured Person had received medical treatment, diagnosis, consultation or prescribed drugs prior to this Period of Insurance. For the purpose of Sections 2, 3, 4, and 5 of the Schedule of Benefits, no benefits shall be payable for injury sickness or disease sustained prior to inception of the Insured Person's insurance and resulting in medical treatment received within three (3) consecutive months immediately before inception of the Insured Person's insurance. It being understood that if no medical treatment is incurred on such injury, sickness or disease within three (3) consecutive months immediately after inception of the Insured Person's insurance, benefits under these sections shall subsequently become effective.
- 7) Nuclear weapons material or ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.

- 8) Unless otherwise specified in the Schedule, no coverage shall be provided for any Insured Persons who are not aged between 18 and 65 during the period of insurance.

Section 1) Employees' Compensation Cover

If at any time during the period of insurance any Insured Person in the Insured's immediate service shall sustain bodily injury by accident or disease arising out of and in the course of his or her employment by the Insured, the Company will subject to the Jurisdiction Clause and other terms exclusions and conditions contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the Terms of this Policy) to indemnify the Insured against liability at Law (including liability under the legislation stated below) 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 written consent.

The Company will also in the event of death of the Insured indemnify the Insured's personal representatives in the terms of this section of the Policy in respect of the Insured's liability provided that such personal representatives shall as though they were the Insured observe fulfill and be subject to the terms of this section of the Policy in so far as they can apply.

Provided always that in the event of any change in the legislation or the substitution of other legislation therefore this section of this Policy shall remain in force but the liability of the Company in respect of the Insured's liability under such legislation shall be limited to such sums as the Company would have been liable to pay if the legislation had remained unaltered.

Legislation

Employees' Compensation Ordinance as amended by the Employees' Compensation (Amendment) Ordinance, 1996.

Limit of Liability

HK\$100,000,000.00 per any one event.

Geographical Area

Worldwide excluding USA and Canada.

Exclusions Applicable To Section 1

Section 1 under this Policy does not apply to any event which is caused directly or indirectly by or which results from :

- 1) Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- 2) Any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement.
- 3) Any injury by accident or disease sustained in the USA or Canada.
- 4) Any judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong.
- 5) Any person who is not an "Employee" within the meaning of the legislation.

- 6) Any late payment surcharge for which the Insured may become liable.
- 7) Any liability arising from Pneumoconiosis.

Section 2) Clinical Expenses

In the event the Insured Person requires medical treatment from a clinic for sickness or injury resulting from an accident, the Company will pay the actual, necessary and reasonable expenses (after deduction of any sums recovered or recoverable from all other sources) incurred upto HK\$180 per visit per day and upto a maximum of HK\$2,000 per period of insurance, provided such treatment is received from a legally qualified and registered medical practitioner.

Section 3) Surgical And Hospitalization Expenses

In the event the Insured Person while as a patient is confined in a hospital for surgery or treatment of sickness or injury resulting from an accident, the Company will pay the actual, necessary and reasonable expenses incurred up to:

- a) HK\$300 per day for room and board and other hospital miscellaneous services,
- b) HK\$10,000 per surgical operation,
- c) 25% of the amount payable under b) above for anesthesia and its administration,
- d) 12.5% of the amount payable under b) above for use of the operating theatre.

The Maximum payable under Section 3 per period of insurance is HK\$30,000.

Section 4) Loss Of Services Cash Allowance

If the Insured Person is confined as an in-patient in a hospital for treatment or surgery insured under Section 3) Surgical and Hospitalisation Expenses of this Policy, the Company will pay the Insured a cash allowance of HK\$200 for each day of confinement up to a maximum of 15 days per period of insurance.

Exclusions Applicable To Section 2, 3 And 4

Sections 2, 3 and 4 under this Policy do not apply to any event which is caused directly or indirectly by or which results 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 ups.
- 3) Cosmetic or plastic surgery unless to correct an injury for which this policy covers.
- 4) Vaccinations, immunization, injections or preventive medication.
- 5) Outside the territorial limits of Hong Kong.

Section 5) Dental Expenses

In the event of the Insured Person requires oral surgery, treatment of abscesses, X rays, extractions or fillings as a result of dental disease, the Company will pay two-thirds of the actual, necessary and reasonable expenses incurred upto a maximum of HK\$1,500 per period of insurance, provided such treatment is received from a legally qualified and registered dentist.

Exclusions Applicable To Section 5

Section 5 under this Policy does not apply to any event which is caused directly or indirectly by or which results from :

- 1) Any routine examination, scaling, polishing or cleaning and crowning.
- 2) Cost of any bridges, braces and dentures.
- 3) Outside the territorial limits of Hong Kong.

Section 6) Personal Accident Benefits

In the event of an accident to the Insured Person during his or her rest days not in the course of and arising out of employment with the Insured and/or not covered by legislation resulting in accidental death or permanent disablement occurring within 12 months from the date of such accident, the following compensation shall be payable:

Accidental death	HK\$100,000
Loss of or permanent total loss of use of two or more limbs	HK\$100,000
Loss of sight of both eyes	HK\$100,000
Loss of or permanent total loss use of one limb and loss of sight of one eye	HK\$100,000
Loss of or permanent total loss of use of one limb	
Loss of sight of one eye	HK\$50,000

Loss of limb shall mean physical severance of a hand or foot at or above the wrist or ankle or an arm of leg or above elbow or knee.

Loss of sight shall mean entire and irrecoverable loss of all sight.

The Maximum payable under Section 6 is HK\$100,000 per period of insurance.

Exclusions Applicable To Section 6

Section 6 under this Policy dose not apply to any event which is caused directly or indirectly by or which results from :

- 1) Injury occurring outside the rest days of the Insured Person.
- 2) The Insured Person engaging in or taking part in driving or riding in any kind of race or in any underwater activities involving the use of breathing apparatus.
- 3) Outside the territorial limits of Hong Kong.

Section 7) Repatriation Expenses

In the event the Insured Person suffers serious sickness or injury and has been certified to be medically unfit to continue employment with the Insured, the Company will pay the actual, necessary and reasonable expenses incurred in repatriating the Insured Person to her home country.

In case of death, the Company will pay for the repatriation of mortal remains.

The Maximum payable under Section 7 is HK\$20,000 per period of insurance.

Exclusion Applicable To Section 7

The Company shall not be liable in respect of any repatriation or transportation of mortal remains originating outside Hong Kong.

Section 8) Fidelity Guarantee

The Company will pay the financial loss sustained by the Insured as a result of any act of fraud or dishonesty committed by the Insured Person. The maximum the Company will pay is HK\$5,000 per period of insurance.

Conditions:

- a) the act of fraud or dishonesty must be committed on or after the commencement of this Policy and during uninterrupted service with the Insured,
- b) the act of fraud or dishonesty must be discovered during the continuance of the Policy or within fifteen days after its expiration,
- c) In the case of death, dismissal or expiry of employment contract of the Insured Person, the act must be discovered the earlier of the following:
 - i) within fifteen days after such death, dismissal or expiry of employment contract, and
 - ii) within fifteen days after the expiration of the Policy,
- d) any moneys in the hands of the Insured which but for the act of fraud or dishonesty would have been due to the Insured Person shall be deducted from the amount otherwise payable under this section, and
- e) all losses must be reported to the police within 24 hours of discovery.

Conditions

1) Jurisdiction Clause

The indemnity shall not apply in respect of judgments which are not on the first instance delivered by or obtained from a Court of competent jurisdiction in Hong Kong.

2) Avoidance of certain terms and right of recovery

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

3) Claim Prevention

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

4) Fraud

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

5) 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.

6) 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 defector infirmity affecting the Insured Person.

7) Claims Procedure

Immediate notice shall be given to the Company of any occurrence likely to give rise to a claim under this Policy. Within thirty (30) days of any occurrence likely to give rise to a claim under this Policy, a detailed statement in writing describing the occurrence shall be delivered to the Company. All expenses shall, in the first instance, be paid by the Insured and original invoices and receipts submitted with the claim form to the Company for reimbursement and no admission offer promise or payment shall be made by the Insured without the written consent of the Company.

8) Proof of Loss

It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expenses 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 expenses upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death upon reasonable notice to

Insured Person's legal personal representative to have a post-mortem examination of the body.

The death of the Insured Person shall be established by an official death certificate.

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

9) Cancellation

The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and the Company will refund to the Insured the proportionate part of any premium paid in respect of the unexpired period of the Policy.

The Insured may at any time cancel this Policy by delivering to the Company a notice in writing whereupon the Company shall retain the customary short period rate for the time the Policy has been in force.

10) Arbitration

All disputes disagreements and difference arising out of or in connection with this Policy shall be referred to and determined by the decision of an Arbitrator in Hong Kong 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 in Hong Kong 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 in Hong Kong appointed in writing by the Arbitrators before entering upon the reference. All Arbitration proceedings hereunder shall be conducted in Hong Kong. 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 the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11) Contribution

If at the time any claim arises under this Policy there be any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

Waiting Period

A 14 Day waiting period from the effective date of the insurance shall be applicable under Section 2) Clinical Expenses, Section 3) Surgical & Hospitalization Expenses, Section 4) Loss of Services Cash Allowance and Section 5) Dental Expenses for each Insured Person during which no benefits shall be payable.