

# DOMESTIC HELPER INSURANCE PACKAGE

## 1. COVER

1.1 Whereas the Insured has made to China Ping An Insurance (Hong Kong) Co. Ltd. (hereinafter called "CPA") a written Proposal and Declaration which together with all statements made in writing including Renewal Declarations by the Insured shall be the basis of this contract and be considered as incorporated herein.

1.2 In consideration of

- (a) the payment of the Premium, and
- (b) the due observance and fulfillment of the terms and conditions of this Policy or of any renewal thereof insofar as they relate to anything to be done or complied with by the Insured and/or the Insured Person and subject to the terms, conditions, exclusions and memoranda contained herein or endorsed hereon if any of the Events referred to in the Schedule of Benefits shall happen. CPA will pay the Benefits to the Insured or in the case of death of the Insured Person to the Insured Person's Legal personal representative.

This policy is not valid unless the Schedule has been signed by an authorized person of CPA or its authorized agents.

## 2. DEFINITIONS

In this Policy:

- 2.1 "The Benefit means the sum set out in the Schedule of Benefits against the relevant Event.
- 2.2 "Employer's Liability" means legal liability of the insured for accidental injury, disease or sickness of the Insured Person occurring during the Period of Insurance and arising out of and in the course of the Insured Person's employment.
- 2.3 "Clinical Expenses" means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred by the Insured Person during the Period of Insurance for medical treatment and prescribed medical supplies received from a legally qualified and registered medical practitioner.
- 2.4 "Surgical and Hospitalisation expenses" means expenses reasonably and necessarily incurred by the Insured person during the Period of Insurance while as a patient confined in a Hospital for treatment or surgery.
- 2.5 "Dental Expenses" means expenses reasonably and necessarily incurred by the Insured Person 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.
- 2.6 "Personal Accident Benefits" means accidental death and permanent disablement benefits as specified in the Schedule of Benefits occurring within 365 days after the date of injury.
- 2.7 "Emergency Medical Assistance" means the services granted by EUROP ASSISTANCE HONG KONG LIMITED in respect of:
  - (a) the repatriation of the Insured Person to her country of residence in the event of serious sickness or injury resulting in her being certified by a legal qualified and registered medical practitioner as medically unfit to work provided that such repatriation shall be on a scheduled flight (economy class) and shall include any transportation for ambulance transfer to and from the airport.
  - (b) The Insured Person's post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in her country of residence.
- 2.8 "Period of Insurance" means the period specified in the Schedule and any subsequent period for which the Insured shall have paid and CPA shall have accepted a renewal premium.
- 2.9 "Insured Person" means the domestic helper named in the Schedule who is legally employed by the Insured and who is eligible for and covered by the Insurance provided in this Policy
- 2.10 "Insured" means the person named in the Schedule who is the legal employer of the Insured Person.
- 2.11 "Injury" means bodily injury to the Insured Person caused solely and directly by violent accidental external and visible means.
- 2.12 "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.
- 2.13 "Legislation" means the Employees' Compensation Ordinance of Hong Kong.

## 3. THE SCHEDULE OF BENEFITS

### SUM INSURED

### 3.1 SECTION A

#### 3.1.1 A1 EMPLOYER'S LIABILITY

Indemnity the Insured against Liability at law under the Hong Kong Employee's Compensation Ordinance in the event the Insured Person suffers injury or disease arising out of and in the course of employment.

according to the Legislation and maximum indemnity up to HK\$100,000,000 any one event

#### 3.1.2 A2 PERSONAL ACCIDENT BEBEFITS

Lump sum of Capital Sum in accordance with the percentages specified in the table of Personal accident benefits

HK\$100,000 or HK\$50,000 Capital Sum as detailed hereunder

#### TABLES OF PERSONAL ACCIDENT BENEFITS

Injury occurring during the rest days of the Insured Person and during the Period of Insurance resulting solely and independently within 365 days after the date of injury in one of the following losses:

3.1.2.1	Accidental Death .....		
3.1.2.2	Loss of two or more limbs .....	}	HK\$100,000
3.1.2.3	Loss of sight of both eyes .....		
3.1.2.4	Loss of one limb and sight of one eye .....		
3.1.2.5	Loss of one limb .....	}	HK\$ 50,000
3.1.2.6	Loss of sight of one eye .....		

Injury occurring during overseas travel with the employer resulting solely and independently within 365 days after the date of injury in one of the following losses, subject to a limit of HK\$50,000 any one accident/any one period

3.1.2.7	Accidental Death .....		
3.1.2.8	Loss of two or more limbs .....	}	HK\$50,000
3.1.2.9	Loss of sight of both eyes .....		
3.1.2.10	Loss of one limb and sight of one eye .....		
3.1.2.11	Loss of one limb .....	}	HK\$25,000
3.1.2.12	Loss of sight of one eye .....		

Loss of limb shall mean physical severance of a 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.

## 3.2 SECTION B

### 3.2.1 B1 CLINICAL EXPENSES

Reimbursement of expenses incurred by the insured Person up to HK\$200 per visit per day and maximum HK\$4,000 per 12 months Period of Insurance  
Provided that the first medical treatment was received from a legally qualified and registered medical practitioner, expenses for bonesetting or physiotherapy are also covered up to \$100 per visit per day \$500 per year

### 3.2.2 B2 SURGICAL AND HOSPITALISATION EXPENSES

Reimbursement of expenses incurred by the Insured Person up to Room, Board & other miscellaneous Hospital charges HK\$300 per day  
Surgical fee per disability HK\$10,000  
Anaesthetists fee per disability 25% of surgical fee but not exceeding HK\$2,500  
Operating theatre Fee pay disability 12.5% of surgical fee but not exceeding HK\$1,250  
Total maximum amount payable per 12 months period of insurance HK\$25,000

### 3.2.3 B3 DENTAL EXPENSE

Reimbursement of two-thirds of the expenses incurred up to HK\$1,500 per 12 months Period of Insurance

### 3.2.4 B4 EMERGENCY MEDICAL ASSITANCE

Reimbursement of expenses incurred up to HK\$20,000 per 12 months Period of Insurance

### 3.2.5 B5 FIDELITY PROTECTION

CPA will pay Insured's Financial loss resulting from fraud or dishonest act committed by Insured person.

- Provided that
- (1) the fraud of dishonest act must be committed during the period of insurance; HK\$3,000 unauthorised telephone calls.
  - (2) the fraud or dishonest act must be discovered during the period of insurance or within 15 days after the expiration of this policy; HK\$10,000 per year
  - (3) the fraud or dishonest act must be discovered within 15 days after the death, dismissal or expiry of employment contract of the employee.
  - (4) monies due by Insured to Insured person shall be deducted from any amount;
  - (5) discovery of any fraud or dishonest act must be reported to the police within 24 hours;
  - (6) it is limited to HK\$3,000 in total for any unauthorized telephone calls; and
  - (7) the burden of proof tests on Insured that Insured's financial loss is a result of fraud Or dishonest act committed by the Insured Person

### 3.2.6 B6 TEMPORARY HELPER SUBSIDY

If Insured person is confined in a hospital as an in-patient for treatment or surgery, CPA will pay you HK\$200 as a compensation for each full day of confinement up to a maximum of 30 full days for such loss or interruption of service to insured.

### 3.2.7 B7 PERSONAL ACCIDENT BENEFITS

CPA will pay insured's extra expense reasonably and necessarily incurred up to a maximum HK\$3,000 per year for getting a new helper in the event the insured Domestic Helper is repatriated due to serious injury, illness or death.

### 3.2.8 B8 PERSONAL EFFECTS

CPA will indemnify the Insured Person for accidental loss of or damage to the property belonging to the Insured Person occurring in Hong Kong while employed by the Insured during the Period of Insurance up to HK\$3,000 each period of Insurance.

Provided that:

- 3.2.8.1 The limit for any one item of such personal effects is HK\$1,000.
- 3.2.8.2 The property shall be physical items excluding live plant or animal.
- 3.2.8.3 The property is kept at the Home or worn by or carried on the Insured Person at the time of loss.
- 3.2.8.4 Pair and set clause: Where a property consists of articles in a pair or set, CPA's

liability shall not be more than the proportionate value of the particular part or parts which may be lost or damaged.

#### 4. EXCLUSIONS

This policy does not cover nor apply to any Event which is caused directly or indirectly by or which results from:

##### 4.1 Applicable to all sections

- 4.1.1 Any consequence of declared or undeclared war or any act thereof, invasion or civil war.
- 4.1.2 International self-inflicted injury or suicide (whether felonious or not) or any attempt threat while sane or insane.
- 4.1.3 Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident.
- 4.1.4 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.
- 4.1.5 Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- 4.1.6 Pre-existing injury sickness or disease of the Insured Person prior to inception of this insurance. For the purpose of Section 3.2.1, 3.2.2, 3.2.3 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 for which result medical treatment was received within three (3) consecutive months immediately before inception of the Insured Person's insurance. Provided 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 payable.
- 4.1.7 injury, sickness, accident or event occurring outside the territorial limits of Hong Kong, except death or injury sustained whilst on overseas travel with the employer.

##### 4.2 Applicable to A1 (Employer's Liability)

- 4.2.1 Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- 4.2.2 Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- 4.2.3 Any injury by accident or disease sustained by the Insured Person outside Hong Kong unless such injury is arising out of and in the course of employment whilst the Insured Person is accompanying the Insured on overseas trips.
- 4.2.4 Any liability arising from Pneumoconiosis.
- 4.2.5 Any late payment surcharge for which the Insured may become liable under the Legislation.
- 4.2.6 Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) nuclear weapons material
  - (ii) ionising radiations or contamination by radio activity 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.

##### 4.3 Applicable to Section B7 (Personal Accident Benefits)

- 4.3.1 Injury occurring outside the rest days of the Insured Person.
- 4.3.2 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.
- 4.3.3 Death or injury outside Hong Kong other than death or injury sustained whilst on overseas travel with the employer.

##### 4.4 Applicable to Section B1(Clinical Expenses) and Section B2 (Surgical and Hospitalisation Expenses)

- 4.4.1 Nervous or mental (disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer.
- 4.4.2 Rest cure or physical check-ups.
- 4.4.3 Cosmetic or plastic surgery unless to correct an injury for which this policy covers.
- 4.4.4 Vaccinations, immunization, injections or preventive medication

##### 4.5 Applicable to Section B3(Dental Expenses)

- 4.5.1 One-third of the amount of each and every adjusted claim payable.
- 4.5.2 Any routine examination, scaling, polishing or cleaning and crowning.
- 4.5.3 Cost of any bridges, braces and dentures.

##### 4.6 Applicable to Section B4 (Emergency Medical Assistance)

- 4.6.1 Any repatriation or transportation of mortal remains originating outside Hong Kong

##### 4.7 Applicable to Section B8 (Personal Effects)

This section does not cover loss of or damage arising out of:

- 4.7.1 Detention or Seizure or confiscation by customs or other officials; any unexplained loss; property left unattended in the public; property in or on veranda, balcony and in the open generally.
- 4.7.2 Loss of money caused by shortages due to error or omission or depreciation in value or the use of counterfeit money or deception.
- 4.7.3 Theft or robbery not reported to the police within 24 hours of the loss unless it was not reasonably practicable to report the same.
- 4.7.4 Goods of perishable nature; wear and tear or depreciation; goods in transit; goods held in trust or on commission; china, glass, earthenware and other items of fragile nature; mobile phone or equipment with such function; computer.
- 4.7.5 Any deliberate act or willful neglect unless caused by an unlawful visitor to the Home.
- 4.7.6 Theft from any:
  - 4.7.6.1 Unattended vehicle unless all windows were securely closed and all doors and the boot were locked;
  - 4.7.6.2 Open or convertible car or a car with the sunroof opened unless the items were kept in a locked boot.

#### 5. WAITING PERIOD

- 5.1 A-15 day waiting period from the inception date of the Insured Person's insurance shall be applicable to sections B1, B2, B3 and B6 of the Schedule of Benefits for the Insured Person. No benefits shall be payable under these sections during the waiting period. Any new or replacement domestic employee is also subject to this waiting period.

#### 6. CONDITION

##### 6.1 CLAIM PREVENTION

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

##### 6.2 FRAUD

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

##### 6.3 RENEWAL PROCEDURE

Before renewing this policy the Insured shall give written notice to CPA 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 Insured Person.

##### 6.4 POLICY NOT ASSIGNABLE

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

##### 6.5 CLAIMS PROCEDURE

Immediate notice shall be given to CPA of any occurrence likely to give rise to a claim under this Policy. Within thirty 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 CPA.

All expenses shall, in the first instance, be paid by the Insured and original invoices and receipts submitted with the claim form to CPA for reimbursement.

##### 6.6 PROOF OF LOSS

It is a condition precedent to any liability of CPA under this Policy that the Insured shall at his own expense furnish to CPA such Certificate information and evidence as CPA may from time to time reasonably require in the form and of the nature described by CPA. CPA shall be allowed at its own expense 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 the 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.

##### 6.7 SANCTION LIMITATION AND EXCLUSION CLAUSE

CPA shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose CPA to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, The People's Republic of China / Hong Kong SAR or any jurisdiction or regulation or specific national law applicable to CPA or CPA's reinsurers panel.

##### 6.8 RIGHTS OF THIRD PARTIES EXCLUSION CLAUSE

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) to enforce any terms of this policy.

##### 6.9 STRIKE, RIOT, CIVIL COMMOTION AND MALICIOUS DAMAGE EXCLUSION CLAUSE

Notwithstanding any provision to the contrary contained in this Policy or the Clause referred to therein, it is agreed that this policy does not cover any accident, injury, disease, loss or liability due to strike, riot, civil commotion or malicious damage.

##### 6.10 COMMUNICABLE DISEASE EXCLUSION (LMA5396)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where.

3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3 the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

##### 6.11 CYBER EXCLUSION

1. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this agreement excludes any:

- 1.1 Cyber Loss;
- 1.2 loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

Definitions

- 3. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

4. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
5. Cyber Incident means
  - 5.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 5.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
6. Computer System means:
  - 6.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
7. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**6.12 CANCELLATION**

Insured may cancel this certificate by 14 days notice in writing to CPA. No refund of premium is payable in the event of such cancellation. CPA have the right to cancel the certificate or any part of it by giving 14 days notice in writing by registered letter to Insured's last known address. CPA will return to Insured the premium for the unexpired period on a pro-rata amount of the annual premium if no claim involved.

**6.13 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 in difference 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 CPA. If CPA 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 claims shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**6.14 JURISDICTION CLAUSE**

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

**6.15 AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY**

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

**6.16 DISCLAIMER**

CPA makes every effort to see that only high quality services are offered by EUROP ASSISTANCE HONG KONG LTD to the Insured Person. However, CPA is not the supplier of the services and does not accept any liability whatsoever in respect of the services provided or for any consequences arising thereof.

**7. EMERGENCY MEDICAL ASSISTANCE SPECIAL CONDITIONS**

**7.1 IN THE EVENT OF AN EMERGENCY**

The Insured or his representative must call the EUROP ASSISTANCE HONG KONG LIMITED in Hong Kong at telephone number 2861 9289 before undertaking any personal action or payment. The Insured or his representative is required to state:-

- (a) The Insured's name
- (b) The Insured Person's name
- (c) The Policy number
- (d) Nature of injury or sickness
- (e) Details of attending doctor, if available
- (f) Present location and contact particulars

**7.2 MEDICAL AUTHORISATION**

EUROP ASSISTANCE HONG KONG LIMITED will repatriate the Insured person only with medical authorization from a legally qualified and registered medical practitioner certifying the Insured Person as medically unfit to continue working and unable to complete the term of the contract of employment with the insured.

**7.3 IN GOOD FAITH**

EUROP ASSISTANCE HONG KONG LIMITED shall undertake to provide all the necessary assistance and services in good faith and shall make every possible attempt to perform as efficiently as possible but shall not be held liable for circumstances and conditions beyond its control.