



**Liberty**  
**Insurance™**



## **Platinum Maid Insurance Policy**

### **「尊尚家傭」保險單**

Please read this Policy carefully and have it returned immediately, but no later than 14 days from its date of issue, for amendment of any error and/or mis-description; otherwise this Policy will be treated as correct and intended. It is emphasized that any non-disclosure and/or mis-representation deliberate or negligent of a material fact to the proposal of this insurance and/or breach of any warranty or condition(s) of this Policy will render this Policy voidable.

請小心查閱此保單，如有任何錯漏，請即於出保單日後十四天內擲回更正為荷，否則此保單被視為正確無誤，更鄭重聲明對此保單所提供之一切資料，如有任何隱瞞或錯失之錯誤表達者或違反此保單之規條或章則者，會導致此保單無效

JUL 2020

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## Personal Information Collection Statement

Liberty International Insurance Limited (referred to hereinafter as the "Company") recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (the "Ordinance"). The Company will take all practicable steps to ensure security of the Personal Data and to avoid unauthorised or accidental access, erasure or other use.

For the purpose of this Statement, "Personal Data" means any data:

- a) relating directly or indirectly to a living individual
- b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and
- c) in a form in which access to or processing of the data is practicable

The Company's products and services are intended for persons residing in Hong Kong and all payments are made in Hong Kong Dollars. The Company does not intend to or knowingly collect, hold, process, use or transfer Personal Data of any individual living within the European Union ("EU") or monitor the behaviour of any EU-based individuals.

### Purpose

From time to time it is necessary for the Company to collect, or be provided by your agents and/or representatives, your Personal Data (including personal information such as but not limited to your credit, motor and health records and insurance claims history) such as Personal Data of our customers (including but not limited to our online account holders, policy owners, insureds, trustees, policy assignees, claimants and beneficiaries) collected, transferred to or held by the Company which may be used, stored, processed, transferred or disclosed or shared by

us for the following obligatory and other purposes ("Purposes"), such as:

1. Offering, providing and marketing to you the products/services of the Company, including related companies of the Company ("our affiliates") or our business partners (see "Direct Marketing" below), and administering, supporting, maintaining, managing and operating such products/services including policies and handling your mobile and internet accounts
2. Processing and determining any insurance applications, requests, insurance claims and providing ongoing insurance services
3. Processing requests for payment and for direct debit authorisation including evaluating your financial needs
4. Managing, investigating and analysing any claim, action and/or proceedings made by or against or otherwise involving you, and to exercise the Company's rights as more particularly defined in applicable policy wording, including but not limited to subrogation rights
5. Compiling statistics or using for accounting purposes
6. Meeting disclosure requirements of any local or foreign law, regulations, codes or guidelines binding on the Company, its parent and affiliated companies ("Liberty Mutual Group of Companies")
7. Complying with the legitimate requests or orders of the courts of Hong Kong Special Administrative Region and regulators including but not limited to the Insurance Authority, Hong Kong Federation of Insurers, auditors, governmental bodies and governmental-related establishments binding the Liberty Mutual Group of Companies



8. Enabling an actual or proposed assignee of the Company to evaluate the transaction intended to be the subject of the assignment
9. Conducting identity and/or credit checks and/or debt collection
10. Conducting medical or health reference checks for relevant insurance products
11. For management of IT environment and business operation
12. Ensuring security of our IT environment
13. Detecting and investigating illegal activity, including fraud, money laundering or terrorism financing (whether such detecting and investigating is in relation to an application or insurance policy of the Company)
14. Comply with legal, regulatory and other good governance obligations, including respond to requests from public and governmental authorities (including those outside your country of residence) or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere
15. For monitoring and assessing compliance with the Company and Liberty Mutual Group of Companies policies and standards
16. Achieve other legitimate business purposes, for example, to carry out insurance surveys, research and analysis, including analysis of our customer base and other individuals whose personal information we to analyze behaviour, preferences and interests, develop new products, improve our services, identify usage trends, understand the interests of our users, to plan and execute business transactions (including joint ventures and business sales) and for other legitimate business purposes
17. Establishing, exercising or defending legal rights of any member of the Liberty Mutual Group of Companies
18. Assisting financial institutions with interests related to you and/or the products/services you have with the Company including enable an actual or proposed assignee/mortgagee to evaluate the transactions you have with the Company intended to be the subject of the assignment/mortgage
19. To facilitate authorised service providers to provide services to the Company and/or the customers for the above Purposes
20. Providing third party administration services and carrying out other services in connection with the operation of the Company's business
21. Facilitating the Company's authorised service providers to provide services to the Company and/or customers for the above purposes
22. Other purposes directly relating to any of the above; and
23. Any other purposes we notify you at the time of obtaining your consent

Please note that if you do not provide us with your Personal Data, we may not be able to issue your policy, process claims or provide insurance products or services to you or process your request.

Please also ensure that you provide complete and accurate Personal Data to us and keep us updated on any changes to your Personal Data. Kindly note that if you do not provide complete and accurate personal information to us as and when it is required, it may have adverse consequences for you.

### **Direct Marketing**

Your Personal Data collected or held by the Company, in particular, names and contact



information such as telephone number, email address and postal address may be used by the Company and/or the Liberty Mutual Group of Companies to provide marketing materials and conduct direct marketing activities (including but not limited to promoting, marketing or selling of the Company, Liberty Mutual Group of Companies or co-branded insurance or financial or investment related products or services by electronic or other means) in relation to insurance and/or financial products and services of the Company, the Liberty Mutual Group of Companies and/or other financial services providers.

This may include the use of your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing and to conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes of products and services that the Company, our affiliates, Liberty Mutual Group of Companies, our co-branding partners and our business partners may offer.

If you do not consent to receive such marketing communications, you may at any time withdraw your consent to the use and provision of your Personal Data for direct marketing by downloading the form below.

<https://www.libertyinsurance.com.hk/download/Liberty-Insurance-Opt-Out-Form.pdf>

In the absence of any “opt-out” request from the customer, the Company shall treat the application and continuation of his/her policy(ies) held with the Company as an indication of no objection to the Company’s use of such Personal Data for this voluntary marketing purpose.

### **Transfer of Personal Data**

Your Personal Data will be kept confidential and may be held or stored locally, regionally or globally, whether in Hong Kong or out of Hong Kong.

Subject to the provisions of any applicable law, we may need to disclose your Personal Data to third parties, whether located within or outside Hong Kong for one or more of the above Purposes.

Your Personal Data may be made available to:

- 1. Our Liberty Mutual Group of Companies:**  
Other Liberty Mutual affiliates may have access to and use of Personal Data in connection with the conduct of our business where appropriate in order to fulfill one or more of the above Purposes
- 2. Our Liberty Mutual Group of Companies,** or any other company carrying on insurance or reinsurance related business, or an intermediary
- 3. Our Service Providers: External third-party service providers** such as but not limited to agent, contractor, banker or third party service provider who provides administrative, telecommunications, computer, payment, banking or other services to the Company in connection with the operation of its business and Liberty Mutual affiliates in a service provider role, such as accountants, auditors, lawyers and other outside professional advisors; call center service providers; IT systems and management, IT support and security service providers; cloud providers, research and analytics service providers; claim investigators and adjusters; and similar third-party service providers that assist us in carrying out business activities
- 4. Other Third Parties Service Providers** including brokers; employers; healthcare professionals; hospitals; organisations that consolidate claims and underwriting information for the insurance industry; fraud prevention organisations; other insurance companies (whether directly or through fraud prevention organisation or others named herein), the police and databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information; legal



advisors, investigators, loss adjusters, reinsurers, medical and rehabilitation consultants, emergency assistance companies, medical doctor panel groups, medical advisory consultants, surveyors, specialists, repairers, accountants, financial institutions, and data processors including any interested parties with legitimate legal and/or beneficial interests in your policies, the subject matter of your policies, and/or the products/services you have with the Company

5. **Other Third Parties:** To a third party in the event of any reorganisation, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings); to reinsurance companies
6. Credit reference agencies, financial institutions, and in the event of default, any debt collection agencies or companies carrying on claim or investigation services
7. Any person to whom the Company is under an obligation to make disclosure under the requirements of any law binding on the Company or any of its associated companies for the purposes of any regulations, codes or guidelines issued by governmental, regulatory or other authorities with which the Company or any of its associated companies are expected to comply
8. Any person pursuant to any order of a court of competent jurisdiction
9. Any actual or proposed assignee of the Liberty Mutual Group of Companies or transferee of the Liberty Mutual Group of Companies' rights in respect of the policy owners
10. Supplied to the Data Center of Liberty Mutual Group of Companies or Liberty Mutual Group of Companies in the USA may host such

respective servers or may utilise third party servers which Liberty Mutual Group of Companies would be the controller for processing, storage, and/or backup of Personal Data. Such Data Centers and/or servers are/may be located in Singapore, elsewhere in Asia, the United States of America, Europe and Latin America or such other countries/territories as determined by the Liberty Mutual Group of Companies from time to time

11. Providers of risk intelligence for the purpose of customer due diligence or anti-money laundering screening
12. Other banking/financial institutions, commercial or charitable organisations with whom the Company maintains business referral or other arrangements for marketing communication if "no objection" is provided
13. Third party marketing service providers and insurance intermediaries for marketing communication if "no objection" is provided
14. Made available to any actual or proposed purchaser of Company business or, in the case of a merger, acquisition or other public offering, the purchaser or subscriber for shares in Liberty Mutual Group of Companies
15. Supplied to an organisation involved in maintaining, reviewing and developing our business systems, procedures and infrastructure including testing or upgrading our computer systems
16. Provided to your representatives including your legal advisers
17. Made available to anyone to whom you have given your consent
18. Made available to other Company's authorised service providers to provide services to you for the above purposes for which the Personal Data are to be used





19. As we believe to be necessary or appropriate: To comply with legal process, to respond to requests from public and government authorities including public and government authorities outside your country of residence, to enforce our terms and conditions, to protect our operations, to protect our rights, privacy, safety or property, and/or that of you or others; to detect and prevent fraud; and to allow us to pursue available remedies or limit the damages that we may sustain

### **Data Processing Outside Hong Kong**

We may share Personal Data with one or more of our affiliated Liberty Mutual Group Companies, service providers or with third parties for the Purposes described above. Some of these affiliated companies, service providers and third parties may be based in other countries and may not be subject to the laws of Hong Kong.

By sharing personal information with the Company, you consent to the collection, use, processing and transfer of such information in accordance with our Privacy Policy to the United States (where the Company's headquarter is located) or other countries. We will take all steps reasonably necessary to ensure that your Personal Data is treated securely and in accordance with our Privacy Policy. However, you should note that where your Personal Data is disclosed to or accessed by parties located outside of Hong Kong as provided above, your personal information may not be afforded the same protections as it is under Hong Kong law.

### **Access and Correction of Personal Data**

According to the Ordinance, you have the right to ascertain whether the Company holds your Personal Data, to access, obtain, correct and/or change any of your Personal Data held by the Company by contacting the Company's Personal Data Privacy Officer. Requests for access and

correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer  
Liberty International Insurance Limited,  
13/F Berkshire House,  
25 Westlands Road,  
Quarry Bay, Hong Kong

using the Data Access Request Form found at: <https://www.pcpd.org.hk/english/publications/files/Dforme.pdf>

In accordance with the Ordinance, a reasonable fee may be charged by the Company to offset the Company's administrative and actual costs incurred in complying with your data access requests.

**In the event of any discrepancy or inconsistencies between the English and Chinese versions of this notice, the English version shall prevail.**

### **The Policy**

The Platinum Maid Insurance Proposal Form and Declaration signed by You together with any information supplied by You or on Your behalf will be the basis of this Policy. In consideration of the payment of the premium specified in the Schedule We undertake and agree, subject to the Terms, Exclusion and Conditions specified in the Policy, to cover You to the extent and in the manner stated in the Sections specified to be operative in the Schedule occurring during the Period of Insurance.

The Platinum Maid Insurance Policy is an insurance contract between Liberty International Insurance Limited and You. The contract is evidenced by this document with the Schedule attached.



## General Definitions

Whenever these words are used this is what they mean unless specified meanings have been attached in any part of this Policy or of the Schedule.

Term	Meaning
1. Accident/Accidental	a sudden, unforeseen and unexpected event happening by chance or a series of accidents arising out of one event during the Period of Insurance.
2. Confine or Confinement	admission in a Hospital for medical treatment for a minimum period of 6 (six) hours upon the recommendation of a Medical Practitioner and continuous stay in the Hospital prior to his/her discharge. Hospital confinement will be evidenced by a daily room and board charge by the hospital
3. Disease	a disease contracted by an employee of the Insured as result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy
4. Domestic Helper	the person who is an overseas employee shown in the Schedule who is legally employed by you and covered by this Policy
5. Family Member	the person who is the relative of you and is living with you under the same roof
6. Hong Kong SAR	the territorial limits of the Hong Kong Special Administrative Region of the People's Republic of China
7. Hospital	a lawfully operating institution which has 24 hours a day nursing services by registered graduate nurses, one or more Medical Practitioners available at all times and organised facilities for diagnosis and major surgery, and shall not primarily be a clinic, a place for alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged for similar establishment
8. Medical Practitioner or Physician	a registered medical practitioner under Medical Registration Ordinance, Chapter 161, Laws of Hong Kong, other than You, the Domestic Helper, or immediate Family Member qualified by degree in western medicine, legally licensed and duly qualified in the geographical area of his/her practice to render medical and surgical services
9. Part Time Domestic Helper	each domestic employee who is legally employed by You during the Period of Insurance and whose duties under such contract are to perform part time domestic duties at your home
10. Period of Insurance	the period of time stated in the Schedule and each subsequent period for which the Policy is renewed for which You agree to pay, and the Company agree to accept Your premium
11. Pre-Existing Conditions	the medical treatment, diagnosis consultation or prescribed drugs that the Domestic Helper received, or a condition for which medical advice or treatment was recommended by a Physician, or any illness, disease or physical condition which presents signs or





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Term	Meaning
	symptoms which would have caused an ordinary prudent person to be aware and to seek diagnosis or treatment before the effective date of this Policy
<b>12.</b> "We", "Us", "Our" or "The Company"	Liberty International Insurance Limited
<b>13.</b> "You", "Your" or "Insured"	the person named in the Schedule who is the legal employer of the Domestic Helper



## Section I Employer's Liability

If at any time during the Period of Insurance, any Domestic Helper/Part Time Domestic Helper in Your immediate employ shall sustain bodily injury by Accident or Disease arising out of and in the course of his or her employment by You, We will indemnify You against Your liability in respect of such bodily injury or death under the Ordinance, and independently of the Ordinance to pay compensation and damage and claimant's costs and expenses, and also indemnify You against costs and expenses incurred by or on Your behalf with Our written consent in connection therewith provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering Your legal liability under the Ordinance, Our liability shall be limited to such sums as We would have been liable to pay if the Ordinance had remained unaltered.

It is further provided that due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by You shall be conditions precedent to Our liability to make payment or to provide indemnity under this Policy.

In the event of Your death, we will indemnify Your legal personal representatives in the terms of this Policy in respect of liability incurred by You provided that such personal representatives shall as though they were You observe, fulfil and be subject to the terms of this Policy in so far as they can apply.

### Provisions

1. In respect of any Accident or Disease giving rise to a claim or claims against You for which indemnity is provided under this Section, Our indemnity to You including costs and expenses incurred by or on Your behalf with Our written consent shall in the aggregate be limited to HK\$100 million, irrespective of the number of Domestic Helper(s)/Part Time Domestic Helper(s) who may sustain bodily injury or death

consequent on or attributable to the same occurrence of Accident or Disease

2. In relation to any of Your liability in respect of a Disease contracted by Your Domestic Helper/Part Time Domestic Helper(s) due to the nature of his/her employment with You during a period that extends over more than one policy period of insurance:
  - a) The aggregate of Our indemnity to You under all insurance policies including costs and expenses incurred by or on Your behalf shall not exceed HK\$100 million that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and
  - b) Subject to the limitation of paragraph 2 (a) hereof, Our indemnity to You under this Section including costs and expenses incurred by or on Your behalf shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Domestic Helper's period of employment falling within the Period of Insurance of this Policy bears to the total period of his employment to the nature of which such Disease was due
3. If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of Our liability specified in paragraphs 1 and 2 hereof shall apply to the aggregate of indemnity to all Insureds
4. At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against You for which indemnity is provided under this Section, We may pay to You the full amount of the Our liability specified in paragraph 1 and 2 hereof (after the deduction of any sum already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or



proceedings relating to such claim or claims, and shall not thereafter be responsible for any compensation, damages or costs in respect thereof or for any costs or expenses whatsoever incurred by You after We shall have relinquished such conduct or for any loss, damage or expenses caused to You in consequence of any of Our act or omission in connection therewith or of Our relinquishing such conduct

## Exclusions

You are not covered in respect of:

1. liability arising from pneumoconiosis or mesothelioma or noise-induced deafness
2. liability which attaches by virtue of an agreement but would not have attached in the absence of such agreement
3. any late payment, surcharge, fines, penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance
4. any injury by Accident or Disease where We have not been given sufficient notice of the institution of proceedings in a court or tribunal to enable Us to be added as a party to the proceedings
5. any amount which You would have been entitled to recover from another party but for an agreement made by You and that party
6. any person who is not an "employee" within the meaning of the Legislation

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

## Terrorism Endorsement

Notwithstanding any provision to the contrary in this Section 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 We actually receives from the Government of the Hong Kong Special Administrative Region of People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11 January 2002 between the Government and Us under which the Government agreed to make available to Us and other direct insurance companies authorised 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) We will only be required to make payment after it has received from the Government (i) an approval letter confirming that We should settle the claim and (ii) payment under the Facility Agreement; and
- c) For the avoidance of doubt, We 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 Our breach of the Facility Agreement or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination



of the Facility Agreement by the Government

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 organisation 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 We alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon You.

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

**Section II Clinical, Surgical & Hospitalisation Expenses**

We will pay the actual expenses reasonably and necessarily incurred by Your Domestic Helper during the Period of Insurance less any sums recovered or recoverable from other sources:

Benefits	Limits
i) for medical treatment and prescribed medical supplies received from a legally qualified and registered Medical Practitioner	<ul style="list-style-type: none"> <li>Up to HK\$180 per visit per day for Benefit (i)</li> <li>Expenses for treatment by bonesetter or registered physiotherapist are payable up to HK\$100 per visit per day and HK\$500 in annual aggregate</li> <li>The maximum amount payable in respect of Benefit (i) under this Section will not be more than HK\$3,000 per year.</li> </ul>

ii) whilst as a patient confined in a Hospital for treatment or surgery	<ul style="list-style-type: none"> <li>Up to HK\$300 per day for rooms, board &amp; other miscellaneous hospital charges for Benefit (ii)</li> <li>Up to HK\$10,000 for in-hospital doctor's call fees, surgical operation for Benefit (ii)</li> <li>The maximum amount payable in respect of Benefit (ii) under this Section will not be more than HK\$25,000 per year</li> </ul>
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**Exclusions**

This Section will not cover any claims arising out of:

- i) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility or treatment thereof, and sterilisation
- ii) rest cure or physical check-ups
- iii) cosmetic or plastic surgery unless to correct an injury covered by this Policy
- iv) vaccinations, immunisation, injections or preventive medication

For each period of Hospital confinement, We will not pay the first HK\$300 of each agreed claim (except for Government Hospital).

**Section III Dental Express**

We will pay two thirds of the actual expenses, up to HK\$1,500 per year, reasonably and necessarily incurred by Your Domestic Helper during the Period of Insurance for oral surgery, treatment of abscesses, costs of dental work given by a legally



qualified and registered dentist to your Domestic Helper.

### Exclusions

This Section will not cover any claims arising out of oral examination, scaling, polishing or cleaning, crowning and root canal treatment, any cost of bridge, braces or dentures

## Section IV Personal Accident

### Definition

Term	Meaning
“Loss of Limb”	loss by physical separation at or above the wrist or ankle joint or permanent Loss of Use as a result of an Accident.
“Loss of Sight”	the entire and permanent irrecoverable loss of sight.
“Loss of Use”	total functional disablement and is treated like the total loss of said limb or organ.
“Permanent Total Disablement”	absolute disablement of the Domestic Helper preventing him/her from engaging in the duty as Your Domestic Helper for twelve (12) consecutive months from the date of the Accident and at the end of that period being beyond hope of improvement in the opinion of a competent Medical Practitioner.

### Cover

If during the Period of Insurance Your Domestic Helper is injured accidentally by a violent external and visible cause during rest days in Hong Kong SAR resulting in death, Loss of Limbs, Sight or Permanent Total Disablement, We will pay to Your Domestic Helper or her legal personal representative the following Benefits:

	Benefit Limit
Accidental Death	HK\$100,000
Loss of one limb or more limbs	HK\$100,000
Loss of sight of one eye or both eyes	HK\$100,000
Permanent Total Disablement	HK\$100,000

### Provisions

1. The injury must occur within twelve (12) calendar months from the date of Accident
2. The aggregate amount of all Benefits payable during the Period of Insurance will not exceed HK\$100,000

### Exclusions

This Section will not cover death or injury directly or indirectly consequent upon or related to:

1. suicide, self-destruction, self-inflicted injury or any attempt thereof committed by the Domestic Helper whether sane or insane
2. childbirth or pregnancy notwithstanding that such injury may have been accelerated or induced by accident
3. the Domestic Helper’s pre-existing physical or mental defect or infirmity, intoxication, drug addiction or whilst he/she is under the influence of alcohol



4. the Domestic Helper is engaging in aviation other than as a fare-paying passenger in an aircraft provided and operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers
5. the Domestic Helper engaging in motor rallies or any kind of race (other than on foot) or trial of speed or reliability test
6. the Domestic Helper engaging in a sport in a professional capacity or where the Domestic Helper would or could earn income or remuneration from engaging in such sport
7. the Domestic Helper engaging in parachuting, hang gliding, motor cycling, steeple chasing, ski-jumping, ice hockey, pot-holing, underwater activities requiring the use of compressed air or gas, mountaineering or rock climbing requiring the use of guides or ropes

### **Section V Emergency Medical Assistance**

We will pay up to HK\$20,000 per year,

1. the cost of repatriating Your Domestic Helper to the country of residence by scheduled flight including the cost of ambulance transfer to and from the airport if Your Domestic Helper is certified by a registered Medical Practitioner as medically unfit to continue the contract in the event of serious injury
2. the cost of post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in Your Domestic Helper's country of residence in the event of death

### **Section VI Loss of Service Allowance**

Your Domestic Helper is Confined in a Hospital as a registered in-patient for treatment and surgery,

We will pay You a daily cash allowance of HK\$200 for each full day of Confinement and up to HK\$6,000 per year, as a compensation for such loss of service to You, commencing If from the forth day of Hospital Confinement of Your Domestic Helper.

### **Section VII Replacement Helper Expenses**

We will pay up to HK\$3,000 per year for expenses actually, reasonably and necessarily incurred by You to employ a new Domestic Helper in the event that You repatriate Your Domestic Helper or returned his/her mortal remains to his/her country of residence and a valid claim is payable under Section V Emergency Medical Assistance of this Policy.

### **Section VIII Fidelity Guarantee**

We will pay up to HK\$10,000 per year for financial loss resulting from fraud or dishonest act committed by Your Domestic Helper including up to HK\$3,000 per year in respect of expenses incurred by You for long distance telephone calls made by Your Domestic Helper without Your prior approval, provided that:

- i) the fraud or dishonest act must be committed during the Period of Insurance
- ii) the fraud or dishonest act must be discovered during the Period of Insurance or within fifteen (15) days after the expiration of the Period of Insurance or within fifteen (15) days after death, dismissal or expiry of employment contract of Your Domestic Helper
- iii) any money due by You to Your Domestic Helper shall be deducted from any amount of loss





- iv) discovery of any fraud or dishonest act must be reported to the police within 24 hours
- v) the burden of proof that Your financial loss is a result of fraud or dishonest act committed by Your Domestic Helper rests on You

### Section IX Medical Expenses for Family Member

We will pay up to HK\$5,000 per year for medical expenses incurred by Your Family Member who is aged four (4) years or below if he/she sustains bodily injury caused by intentional, malicious act of Your Domestic Helper, provided that the incident must be reported to the police and a medical report being filed.

### Section X Personal Liability

We will indemnify You for Your Domestic Helper's legal liability in Hong Kong to a third party including all costs and expenses actually incurred by You up to limit of HK\$200,000 for any one Accident arising during the Period of Insurance as a result of the negligence of Your Domestic Helper causing:

- a) Accidental bodily injury including death or disease to any person other than member of your household; and
- b) Accidental loss of or damage to property belonging to any person other than member of your household

You shall bear the first HK\$500 of each and every claim under Section X (b).

### General Exclusions

This policy shall not cover:

1. This Policy does not cover any loss, destruction, damage, liability or bodily injury directly or indirectly occasioned by or

through or in consequence of war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, nationalisation, confiscation, requisition seizure or destruction by the government, municipal, local or any public authority, mutiny, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

2. We shall not be liable for loss, destruction of or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss and/or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

3. Any claim caused to Your Domestic Helper/Part Time Domestic Helper whilst he/she is insane or under the influence of drink or drugs, committing suicide or act of intentional self exposure to unnecessary danger, being or having been pregnant or taking part in riot or civil labour or political disturbance
4. Any injury or illness known by You or Your Domestic Helper/Part Time Domestic Helper(s) to exist prior to the inception of this Policy or for which an operation is pending or treatment is being given at the commencement of this insurance
5. Expenses incurred in respect of Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this



syndrome has been acquired or may be named

6. Any injury sustained or expenses incurred outside Hong Kong SAR unless arising whilst Your Domestic Helper/Part Time Domestic Helper(s) is accompanying You on vacation
7. Any liability which attaches by the virtue of an agreement but which would not have attached in the absence of such agreement

### **In respect of Section II to VIII**

Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. 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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exclusion 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 any act of terrorism.

If We allege that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon You.

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

## **General Conditions**

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or not to be done by You and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of Us to make any payment under this Policy.
2. No benefit will be payable under Section II, III or VI in respect of claims during the first fifteen (15) days of cover. No waiting period will be applicable to policies which have been renewed without interruption following the expiry of a preceding policy.
3. You shall take all reasonable care to prevent Accidents and Disease and shall comply with all statutory obligations.
4. If You or anyone acting for You makes a claim under this Policy knowing the claim to be false, We are not liable to pay the claim and all cover under this Policy ceases.
5. In case You know any circumstances which are likely to give rise to a claim, You must:
  - a) inform Us as soon as reasonably possible
  - b) give Us all the details within thirty (30) days of the incident together with any supporting evidence
  - c) forward any letter, claim, writ or summons to Us immediately on receipt
6. We shall be entitled to:
  - a) call for an examination by a medical referee appointed by Us for a non-fatal injury or a post mortem examination if death occurs
  - b) take the benefits of Your rights against another person before or after We pay a claim



- c) take over the defence or settlement of claim or any proceedings against You by another person
7. We shall not be liable under this Policy in respect of judgements against You which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong.
8. You may cancel this policy by giving fourteen (14) days' notice in writing to Us. No premium refund shall be made for one-year Policy. In respect of two-years' Policy, if the Policy is cancelled within the first year of the Policy period, You shall be entitled to a return of premium less the premium payable for a standard one-year policy. However, no premium refund shall be made if the policy is cancelled during the second year of the policy period. We may cancel this Policy or any part of it at any time by giving fourteen (14) days' notice in writing to Your last known address. We will return to you the premium for the unexpired period on a pro-rata basis.
9. This Policy is valid only for Domestic Helper/Part Time Domestic Helper aged between eighteen (18) to sixty (60) on the effective date of the first policy year, subsequent renewals of the Policy applicable for Domestic Helper up to the age of sixty-five (65) Should Domestic Helper turn sixty-six (66) during the Period of Insurance of any subsequent renewals, the Policy shall be valid until the end date of that Period of Insurance.
10. If at the time of a claim there is in force any other insurance covering the same or similar benefits as under this Policy, We will only pay, subject to the limits of this Policy, the balance of expenses not covered under such other insurance. This General Condition does not apply to Section I and IV.
11. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material facts.
12. All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, 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 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.

### Claim Procedure

- Notify Us within 30 days of any occurrence likely to give rise to a claim.
- For simple out-patient medical claims, write Your policy number and Your name on the back of the medical practitioner's original receipt and send it to Us.
- For other claims, You should fill in a claim form and supply the original documents, invoices and receipts as appropriate to Us.



## 個人資料收集聲明

利寶國際保險有限公司（以下簡稱『本公司』）根據『個人資料（私隱）條例』（香港法例第486章）（以下簡稱『條例』）就收集、持有、處理、使用和/或轉移個人資料承擔有關責任。本公司將採取一切可行措施以確保個人資料安全，避免未經授權或意外存取、刪除或其他用途。就本聲明而言，「個人資料」是指符合以下說明的任何資料：

- a) 直接或間接與一名在世人士有關的
- b) 從該資料直接或間接地確定有關的個人的身份是切實可行的；及
- c) 該資料的存在形式令予以查閱及處理均是切實可行

本公司產品及服務擬向居於香港者提供，且所有款項均以港元支付。本公司不擬亦不會明知而收集、持有、處理、使用或傳輸任何居於歐盟人士的個人資料或監察任何歐盟個人的行為。

### 目的

本公司不時有必要收集由你或你的代理和/或代表而得來的個人資料（包括但不限於你的信貸、汽車和健康紀錄和索償紀錄），例如，本公司可能就以以下強制或其他目的（「目的」）使用、儲存、處理、傳輸、披露或分享所收集或持有的客戶（包括但不限於網上帳戶持有人、保單擁有人、受保人、受託人、保單承讓人、索償人及受益人）個人資料，例如：

1. 向你建議、提供及推銷本公司（包括本公司相關公司（「本公司聯屬公司」）或商業夥伴）產品/服務（請參閱下文「直接營銷」）、行政管理、支援、維持、管理及經營該等產品/服務（包括保單）、處理你的流動及互聯網帳戶
2. 處理和確定任何保險申請書、要求、保險索償及持續提供保險服務
3. 處理付款事宜和直接付款授權書

4. 管理、調查和分析任何索償事宜、訴訟和/或針對客戶的訴訟，以及行使本公司根據保險條款賦予的權利，包括但不限於代位權
5. 從事統計資料或用於會計事務
6. 履行任何對本公司、母公司和附屬公司（『利寶互助保險集團公司』）具有約束力的本地或海外法律、法規、守則或指引之披露要求
7. 遵守香港特別行政區的法院命令和包括但不限於保監處、香港保險業聯會、核數師、政府機構和政府成立之相關監管機構對利寶互助保險集團公司具有約束力的合法要求
8. 協助本公司的實質或建議承讓人能夠評核擬進行涉及有關轉讓的交易
9. 從事核實身份和/或信貸審查和/或追收債務
10. 為相關保險產品進行具參考用途之醫療或健康調查
11. 資訊科技管理及商業營運
12. 保障資訊科技的安全
13. 偵察及調查非法活動，包括欺詐、洗黑錢及與恐怖主義有關的經濟活動（不論該偵察及調查是否與本公司的申請或保單有關）
14. 遵從法定、監管以及其他良好管治義務，包括回應由公營及政府機構的要求（包括你居住以外的國家），或協助香港或其他地方的警察或其他政府或監管機構為執法而調查
15. 協助本公司和利寶互助保險集團之公司政策及其標準監察及評估違規事宜
16. 實現其他合法的商業目的，例如開展保險調查、研究和分析，包括分析本公司的客戶群和其他個人資料，分析他們的行為、偏好和興趣、開發新產品、改進本公司的服務、識別客戶使用趨勢、了解本公司客戶的利益、計劃和執行商業交易（包括合資企業和業務銷售）以及其他合法商業目的



17. 建立、行使或維護任何利寶互助保險集團公司成員的法律權利
18. 協助擁有與你相關權益及/或於你所持本公司產品/服務中擁有權益的金融機構，包括於你與本公司之間交易擬用作轉讓/按揭標的時，使實際或擬定承讓人/承按人得以評估該等交易
19. 促使獲授權服務供應商就上述目的向本公司及/或客戶提供服務
20. 提供第三方管理服務，並執行其他與本公司經營業務有關的服務
21. 促進協助利寶互助保險公司的全球性配合，溝通和團隊合作
22. 直接涉及任何上述的其他目的；及
23. 當獲得閣下同意時提及的任何其他目的

如閣下不向我們提供個人資料，我們未必能夠簽訂保單、處理索償、提供保險產品、服務或處理你的要求。

請確保你向本公司提供完整準確的個人資料，並隨時更新你個人資料的任何變更。請注意，如果你需要在需要時不向本公司提供完整和準確的個人資料，可能會對你造成不良後果。

### 直接營銷

本公司所收集或持有的客戶個人資料，特別是姓名和聯繫資料，如電話號碼、電子郵件地址和郵政地址，可能會用以提供本公司和/或利寶互助保險集團的公司的營銷材料，並進行有關本公司、利寶互助保險集團公司的保險及/或金融產品及服務和/或其他金融服務供應商的直接營銷活動（包括但不限於通過電子或其他手段促銷，推廣或銷售本公司、利寶互助保險集團公司或聯營公司有關保險或財務或投資產品或服務）。

此或包括使用你的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及本公司所持有的人口資料作直接營銷及執行直接營銷（包括但不限於本公司、本公司聯屬公司、利寶互助保險集團的公司、合作品牌夥伴及業務夥伴所提供產品及服務的回贈、長期客戶或專享計劃）。

若你不同意收取上述營銷通訊，可隨時透過下載以下表格撤回對使用、提供你個人資料作直接營銷之用的同意。或者你可以在

<https://www.libertyinsurance.com.hk/download/Liberty-Insurance-Opt-Out-Form.pdf>

下載「拒絕接受直銷推廣表格」。

如保客戶沒有“選擇退出”的要求，本公司持有之保單持續生效將被視為不反對本公司將其個人資料使用於此自願性的營銷目的。

### 個人資料的轉移

本公司所持有的個人資料將予以保密，並可能會本地、區域或全球性地保留或存儲。

根據任何適用的法律條例，本公司可能根據一種或多種上述的目的需要向香港境內或境外的第三方透露閣下提供/披露的個人資料。

你的個人資料可能會提供給：

1. **其他利寶互助公司**：其他利寶互助附屬公司可能會在適當的情況下取得和使用與本公司的業務相關的個人資料，以實現上述一項或多項目的
2. **任何利寶互助保險集團公司**，或任何其他從事與保險或再保險業務有關的公司，或中介人
3. **我們的服務供應商**：任何向本公司提供行政、電訊、電腦、付款、銀行或其他與業務運作有關服務，包括但不限於向本公司的代理人、承辦人、銀行家及第三方服務供應商，與本公司業務營運及利寶互助附屬公司提供服務的角色，例如會計師、審計師、律師及其他外部專業顧問、電話客務中心服務、電腦系統和管理，電腦技術支援和保安服務、雲端、研究和分析服務供應商，辦理索償理賠或調查服務和公証行，以及協助我們展開商業活動的第三方服務提供商
4. **其他第三方服務供應商包括保險經紀**；僱主；醫護專業人士；醫院；整合保險業申索和承保資料的組織；防欺詐組織；其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）；警察；和保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊（及其運營者）；法律顧問、調查員、損失理算師、再保險公司、醫療及康復顧問





問、緊急援助公司、網絡醫生集團、醫療諮詢顧問、測計員、專家、維修人員、會計師、金融機構及數據處理員（包括任何於你保單、保單標的及/或所持本公司產品/服務中擁有合法法定及/或實益權益者）

5. **其他第三方**：對於任何重組、合併、出售、合資、委托、轉讓或其他處置的全部或任何部分的情況下的第三方業務、資產或股票（包括任何破產或類似訴訟）；再保險公司
6. 信貸資料服務機構，在違約情況下，任何債務追收機構或辦理索償理賠或調查服務公司
7. 本公司或任何聯營公司在遵守由政府、監管機構或其他當權者推行的法規、守則或指引及履行法律責任時需要向其披露之任何人士
8. 根據有司法管轄權的法院命令受權之任何人士
9. 利寶互助保險集團公司的實質或建議受讓人或利寶互助保險集團公司與保單持有人相關權利的承讓人
10. 提供給美國利寶互助保險集團公司或利寶互助保險集團公司的數據中心可以託管相應的服務器，或者可以利用利寶互助保險集團公司將成為處理、存儲和/或備份的控制器的第三方服務器個人資料。這些數據中心和/或服務器可能位於新加坡、亞洲其他地區、美國、歐洲和拉丁美洲或由利寶互助保險集團公司集團公司確定的其他國家/地區
11. 為客戶盡職調查或打擊清洗黑錢的篩選之風險智能供應商
12. 如保客戶沒有“選擇退出”的要求，與本公司保持業務轉介或其他安排上之其他銀行/金融機構、商業或慈善組織作為直銷通訊用途
13. 第三方營銷服務供應商和保險中介機構作為直銷通訊用途
14. 任何實際或建議購買者提供給公司業務，在合併、收購或其他公開發行的情況下，購買者或認購者為利寶互助保險集團公司的股份

15. 提供給參與維護、審查和開發本公司的業務系統、程序和基礎設施的組織，包括測試或電腦升級系統
16. 提供你的代表，包括你的法律顧問
17. 提供給已獲得你同意的人
18. 提供獲其他公司受權的服務供應商，在需使用個人資料向你提供有關上述項目之服務
19. 本公司認為必要或適當的：遵守法律程序，回應公共和政府機構（包括居住國以外的公共和政府機構）的要求，執行我們的細則及條款，保護本公司的業務營運，及保護本公司的權利、私隱、安全或財產，以及/或你或他人的；偵察和防止欺詐行為；並允許本公司補救措施或限制本公司可能遭受的損害

### 香港以外的資料處理

本公司可能會與本公司的一家或多家聯屬利寶互助保險集團公司、服務供應商或第三方共享個人資料，以達到本公司隱私政策中所述的目的。其中一些附屬公司、服務供應商和可能位於其他國家的第三方，可能不受香港法律的約束。

通過與公司分享個人資料，你同意根據我們的隱私政策向美國（公司總部所在地）或其他國家收集、使用、處理和轉讓此類資料。我們將採取一切合理必要的措施，確保你的個人資料得到安全處理，並符合我們的私隱政策。請注意如果你的個人資料於香港以外的單位取得或使用，你的個人資料可能不會獲得與香港法律相等的保護。

### 查閱及更正個人資料

根據條例，你有權聯絡本公司個人資料私隱主任，以查證本公司是否持有你的個人資料，存取、獲得、更正及/或修改本公司所持有關於你的個人資料。如要求查閱、更正資料或索取有關本公司政策及慣例、所持資料類別的資訊，應以書面方式向以下收件人提出：

資料私隱主任

利寶國際保險有限公司

香港鰂魚涌華蘭路 25 號栢克大廈 13 樓





你可在以下網址下載查閱資料要求表格：

[https://www.pcpd.org.hk/tc\\_chi/resources\\_centre/publications/forms/files/Dformc.pdf](https://www.pcpd.org.hk/tc_chi/resources_centre/publications/forms/files/Dformc.pdf)

根據條例的規定，本公司在處理個人資料查閱申請時可向客戶收取合理的費用。

如中、英文版本有任何歧義或不相符之處，概以英文版本為準。

### **保單**

經「閣下」簽署的「尊尚家傭」保險計劃申請表格及/或聲明，以及「閣下」或「閣下」的代表提供的任何資料，將作為本「保單」的依據。鑒於「閣下」支付「附表」註明的保費，「本公司」承諾並同意遵從本「保單」的規章及「不承保事項與條款」規定，按照「附表」訂明可執行各節指定的範圍及方式，在「保障期」內為「閣下」提供保障。

「尊尚家傭」保險計劃是利寶國際保險有限公司與「閣下」之間的合約，本文件乃合約的憑證，以下簡稱本「保單」



## 一般釋義

除非相關各節另有指定解釋，否則以下詞語在本文將如下詮釋：

詞語	詮釋
1. 意外	於「保障期」內一宗突然、突發、不可預見及偶然發生的事故
2. 住院	依照「醫生」建議入住「醫院」接受醫藥治療最少6小時，並連續在「醫院」留醫直至出院。「家傭」需出示「醫院」發出的每日病房及住房收費單據以作「住院」證明
3. 疾病	「閣下」的「家傭」因從事其受僱的工作性質而感染的疾病。該感染的情況可能持續一段時間，而其中部份時間可能會延至本保險所訂的保險期以外
4. 家傭	「附表」上合法地受僱於「閣下」及受本「附表」保障之海外僱員
5. 家庭成員	「閣下」的親屬及現時與「閣下」同住
6. 香港特別行政區	中華人民共和國香港特別行政區境內
7. 醫院	合法持牌機構駐有註冊護士每天24小時提供看護服務，亦均有一名或以上持牌「醫生」駐院及提供有組織的設施進行醫學診斷及大型外科手術，而其主要業務並非用作診所、戒酒所或戒毒所、護理院、療養院、復康院或同類機構
8. 醫生	任何根據香港法例第161章《醫生註冊條例》，持有合格西方醫學學位及合法持牌在其執業地區合格行醫及提供手術服務的人士，「閣下」本身、「家傭」或直系「家庭成員」則除外
9. 兼職家傭	並非「閣下」的家人且合法受僱於「閣下」「家居」完成家務的人士
10. 保障期	「附表」中所述的時期，以及「閣下」同意支付保費及「本公司」接納「閣下」的保費後保單續保的每個後續時期
11. 投保前已存在的病症	在本「保單」生效日前，「家傭」曾接受的醫藥治療、診斷、診治或處分藥物，或「醫生」曾給予醫學意見或建議治療的傷病，或已呈現徵狀或病症的任何疾病、病症或病況，以致任何慎謹人士均會意識到並尋求診斷或治療
12. 本公司	利寶國際保險有限公司
13. 閣下 / 投保人	指「附表」上「家傭」的合法僱主



## 第 I 節 — 僱主責任

如在「保障期」內，「閣下」直接僱用的「家傭」在受聘工作期間因意外或感染疾病導致身體損傷，以致「閣下」需根據「條例」就上述身體損傷或死亡事件承擔責任，「本公司」將遵從本「保單」條款作出賠償，並按照「條例」以外另行支付賠償金、損害賠償及「索償」人費用與開支，以及支付「閣下」或「閣下」的代表經「本公司」書面同意就此招致的費用與開支。然而若「條例」於「保障期」內或其後有任何修訂，以致「閣下」根據規定需承擔的法律責任有所改變，「本公司」的賠償責任亦只限於「條例」未修訂時「本公司」理應支付的金額。

謹此聲明「本公司」根據本「保單」支付款項或作出賠償，先決條件是「閣下」必須全面遵從及履行本「保單」所訂明關乎「閣下」應作出、依從及不應作出、依從行為的條款。

如「閣下」不幸身故，「本公司」將依據「保單」條款就「閣下」招致的責任向「閣下」的合法個人代表作出賠償，然而「閣下」的個人代表必須猶如「閣下」一般遵從、履行及受制於本「保單」所有的適用條款。

### 條款規定

1. 因「意外」或「疾病」引致一宗針對「閣下」的索償，「本公司」會根據本「保單」的條款對「閣下」作出賠償，並包括在「本公司」的書面同意下，由「閣下」或「閣下」的代表所招致的訟費與開支，最高總額為港幣1億元。無論因同一「意外」或「疾病」而引致身體受傷或死亡的「家傭」/「兼職家傭」人數若干，仍以本「保單」賠償限額為準。
2. 當「閣下」的「家傭」/「兼職家傭」因從事受僱的工作性質而感染「疾病」，且因該工作性質而受感染的情況持續超過一份保單的「保障期」，因而對「閣下」產生的有關法律責任：
  - a) 根據所有保單規定，「本公司」對「閣下」作出的彌償總限額，包括「閣下」或「閣下」的代表所招致的訟費及開支，將不會超過該「家傭」/「兼職家傭」在從事受僱的工作性質期間首次感染到「疾病」時，該份有效保單內所訂的賠償限

額；及

- b) 在符合第 2 (a) 段的規限之下，如果「疾病」的成因是由於「家傭」/「兼職家傭」從事受僱的某種的工作性質所致，則根據本「保單」規定，「本公司」對「閣下」的有關賠償限額，包括「閣下」或「閣下」的代表所招致的訟費及開支，只限於該「家傭」/「兼職家傭」從事該受僱工作並感染該「疾病」的整段時期，而以該「家傭」/「兼職家傭」於本「保單」「保障期」內的受僱年期所佔感染該「疾病」的整段年期比例為限。

3. 倘若因同一「意外」或「疾病」，以致須向多於一位「家傭」/「兼職家傭」作出賠償，則上述第 1 及 2 段中訂明有關「本公司」的法律責任限額，將適用於所有「家傭」/「兼職家傭」，而所有「家傭」/「兼職家傭」的總賠償額皆以此賠償額為限。
4. 在任何「意外」或「疾病」發生後引致的一宗或多宗針對「閣下」的索償，而本「保單」應對此提供賠償的情況下，「本公司」可以隨時向「閣下」全數支付上述第 1 及 2 段中規定的責任限額(但需扣除任何已繳付之數額)或支付因達成和解而議定的較少款額，並放棄對該一宗或多宗索償進行任何抗辯、和解或司法程序，從而令「本公司」毋須再就以下各事項負責：向索償人支付的損害賠償及索償人的訟費；或在「本公司」採取上述抗辯、和解或司法程序後，「閣下」才招致的任何訟費或開支；或因「本公司」在此有關連的情況下所作的任何為或不作為，或因「本公司」放棄上述行為而對「閣下」造成的任何損失、損害賠償或開支。

### 不承保事項

以下事項不受保障：

1. 因肺塵埃沉病或間皮瘤或噪音所致失聰之責任。
2. 協議訂明的任何責任，如非有該協議則不會出現有關的責任。
3. 「受保人」根據「條例」或不涉及「條例」所招致的逾期付款、附加費、罰款、刑罰、懲罰或懲戒性損害。



4. 就任何因「意外」或「疾病」而引致的傷患，「本公司」因沒有收到有關法院或審裁處提出法律程序的分通知，而無法加入為該法律程序的其中一方。
5. 「閣下」因與他人協議而影響向該人士追索的權力，導致未能追討的任何款項。
6. 任何以「法例」釋義並非僱員的人士。

如「法例」規定「本公司」支付「本公司」原本毋須支付的款項，「閣下」需悉數向「本公司」償付。

### 恐怖活動條款

儘管本「保單」或其任何責任的條款另有任何相反規定，現協議關於任何由恐怖活動或為控制、防止、鎮壓或回應任何行為或恐怖活動所採取措施直接或間接造成、引起或導致的意外或疾病以致身體損傷或死亡（「損失」），不論是否同時有其他成因或事故接連引起「損失」：

- a) 保單賠償限額是根據中華人民共和國香港特別行政區政府（「政府」）於2002年1月11日與「本公司」簽訂的「提供財務安排協議」（「財務安排協議」）向「本公司」支付的實際款項。協議訂明「政府」同意向「本公司」及其他獲授權在香港特別行政區承保僱員賠償保險業務的直接保險公司提供財務安排，以便保險公司支付投保人因恐怖活動所造成的死亡及受傷事故作出僱員賠償
- b) 「本公司」必須待至「政府」（i）發出批准書確認「本公司」應支付「索償」；及（ii）接獲政府根據「財務安排協議」付款後，方會賠償；及
- c) 為免存疑，現聲明倘「本公司」無法接獲「政府」根據「財務安排協議」支付的款項，不論是否「政府」認為「損失」不屬於「財務安排協議」的範圍內或因「本公司」違反「財務安排協議」，或「損失」屬於「不承保事項」或基於任何「損失」不應按照「財務安排協議」付款，或「財務安排協議」因「財務安排」結餘用盡而停止，或「政府」終止「財務安排協議」，「本公司」均無責任支付任何賠

償。

於上述事宜上，恐怖活動指任何人士或人等獨自行動或代表任何組織或政府，為達到政治、宗教或理想目的所作出的行為，包括使用武力或暴力或威脅使用武力或暴力，而企圖影響任何政府及/或令公眾或任何個別公眾社群產生恐慌。

如「本公司」宣稱「損失」屬於本「條款」的保障範圍之內，「閣下」有責任提出相反舉證。

如本「條款」任何部份被發現無效或不可強制執行，其餘部份亦會繼續全面生效。

## 第 II 節 — 門診、手術及住院費用

「本公司」將支付「閣下」的「家傭」在「保險期」內招致的合理及必要的實際費用，但需扣除可以或經已從其他渠道討回的任何款項：

保障	最高限額
i) 經由符合法例規定合格及正式註冊「醫生」所提供的治療、處方藥物及醫療用品	<ul style="list-style-type: none"> <li>● 每天每次最高為港幣 180 元</li> <li>● 跌打或註冊物理治療費用每天每次最高為港幣 100 元</li> <li>● 每年最高賠償金額為港幣 500 元</li> <li>● 本節「保障」每年最高賠償金額為港幣 3,000 元</li> </ul>
ii) 以「住院」病人方式入住「醫院」接受治療或手術	<ul style="list-style-type: none"> <li>● 每天住宿、膳食費用及其他醫院服務雜費最高為港幣 300 元</li> <li>● 「醫院」巡房及手術費最高為港幣 10,000 元</li> <li>● 本節「保障」每年最高賠償金額為港幣 25,000 元</li> </ul>

### 不承保事項

本節不保障由下列事故引致的索償：

- i) 神經或精神疾病或失調、性病、先天性疾病及畸型、不育或相關治療、絕育



- ii) 療養或身體檢查
- iii) 整容或矯型手術，除非矯正之受傷部份由本「保單」承保則屬例外
- iv) 防疫、免疫注射或預防性藥物

「本公司」不會支付每個「住院」期每宗協議索償的首港幣 300 元(政府「醫院」除外)。

### 第 III 節 — 牙科費用

「本公司」將支付「閣下」的「家傭」在「保險期」內由合格及正式註冊牙醫提供之口腔手術、牙瘡膿腫治療、牙齒護理所需費用的三分之二，每年最高賠償金額為港幣 1,500 元。

#### 不承保事項

本節不保障口腔檢查、洗牙、去牙石或清潔服務、牙冠及牙根治療、任何牙橋、牙箍或假牙的費用。

### 第 IV 節 — 個人意外

#### 釋義

詞語	註釋
1. 斷肢	因「意外」失去手腕或足踝以關節位置或以上的肢體部份為準，或永久喪失其使用能力
2. 失明	完全及永久喪失視力，不可復原
3. 殘廢	完全喪失機能，並視作完全喪失相關肢體或器官
4. 永久及完全傷殘	「家傭」在發生意外當日後連續12個月內完全喪失從事或進行「家傭」的職務，而在上述期限後經「醫生」亦確認為無望好轉

#### 保障

如在「保險期」內，「閣下」的「家傭」於休假日在香港特別行政區境內因外來可見的暴力事故「意外」受傷，以致死亡、「斷肢」、「失明」或「永久及完全傷殘」，「本公司」將向「閣下」的「家傭」或其合法個人代表支付以下保障：

	保障限額
1. 意外死亡	港幣 100,000 元
2. 喪失單「斷肢」或更多肢「斷肢」	港幣 100,000 元
3. 單目或雙目失明	港幣 100,000 元
4. 永久及完全傷殘	港幣 100,000 元

#### 條款

1. 身體損傷必須在「意外」當日12個月內發生
2. 「保險期」內所有應付「保障」的最高賠償總金額為港幣100,000元

#### 不承保事項

本節不保障由下列事故直接或間接引起或相關的死亡或身體損傷：

1. 「家傭」自殺、自毀、自殘或以任何方式企圖自殺，不論是否精神錯亂
2. 分娩或妊娠，儘管損傷可能因為「意外」加劇或誘發亦然
3. 「家傭」「投保前已存在病症、精神障礙、中毒、濫藥或受酒精影響
4. 「家傭」進行飛行活動，但以付費乘客身份乘坐持牌經營定期航班接載付費乘客的航空公司班機或包機公司班機則屬例外
5. 「家傭」參加賽車或任何形式的競賽(競步除外)、速度或性能測試
6. 「家傭」以職業選手身份參與體育運動，或將會或可以由此獲取收益或報酬
7. 「家傭」進行跳傘、滑翔、駕駛電單車、越野障礙賽、高台滑雪、冰上曲棍球、探穴、需使用壓縮空氣或氣體的潛水活動、需用導遊或繩索的爬山或攀石活動

### 第 V 節 — 緊急醫療支援服務

每年最高賠償金額為港幣20,000元：

1. 如「閣下」的「家傭」蒙受嚴重身體損傷，經「醫生」確認其健康狀況不宜繼續從事合約職務，「本公司」將支付以定期航班將「家傭」運回原居國家的費用，包括往來機場的救護車之費用



2. 如「閣下」的「家傭」死亡，「本公司」將支付遺體處理及運送遺體返回至其原居國家最接近殮葬地點的機場所需之費用

## 第 VI 節 — 中斷服務現金津貼

如「閣下」的「家傭」以「住院」方式在「醫院」接受治療及手術，「本公司」將於「家傭」「住院」第四天開始，在其「住院」每足一天向「閣下」支付每日港幣200元之現金津貼，每年最高賠償金額為港幣6,000元，作為「閣下」家務助理服務中斷的補償。

## 第 VII 節 — 補聘家傭費用

如「閣下」需運送「家傭」回國或運送其遺體回原居國家，並已根據本「保單」第V節 — 緊急醫療支援服務提出有效索償，「本公司」將賠償「閣下」補聘新「家傭」的一切合理及必要之實際費用，每年最高賠償金額為港幣3,000元。

## 第 VIII 節 — 忠誠保障

「本公司」將賠償「閣下」因「家傭」作出詐騙或不忠誠行為而蒙受之財務損失，每年最高賠償金額為港幣10,000元，其中包括「家傭」事前未經「閣下」許可擅自使用長途電話的費用，每年賠償最高港幣3,000元，然而：

- i) 詐騙或不忠誠行為必須在「保險期」內發生。
- ii) 詐騙或不忠誠行為必須是在「保險期」內或「保險期」屆滿後15天內或「閣下」「家傭」死亡、被解僱或約滿後15天內發現。
- iii) 賠償金額將扣除「閣下」欠「家傭」的任何款項。
- iv) 如發現任何詐騙或不忠誠行為必須在24小時內報警。
- v) 「閣下」有責任舉證證明因「家傭」作出詐騙或不忠誠行為蒙受之財務損失。

## 第 IX 節 — 「家庭成員」「醫療費用」

「本公司」將賠償「閣下」4歲或以下之「家庭成員」如因「閣下」的「家傭」作出蓄意或惡意行為而蒙受身體損傷，必須提供警方及醫學報告作實，每年最高賠償金額為港幣5,000元。

## 第 X 節 — 「個人責任」

「本公司」將賠償「閣下」受保「家傭」在「保障期」因疏忽而引致下列的意外，並在香港對第三者負上法律責任時，「本公司」將向「閣下」賠償「閣下」就每項意外實際承擔的所有費用及開支，最高達港幣200,000元：

- a) 導致「閣下」家庭成員以外任何人士意外身體受傷，包括死亡或感染疾病；及
- b) 意外遺失或損毀「閣下」家庭成員以外任何人士擁有的財物。

在符合第 X 節 (b) 段之下，投保人須承擔每次第三者財物損毀索償最初港幣500元的費用。

## 一般不承保事項

下列事項不受保障：

1. 本「保單」不承保因下列事故直接或間接引起或導致的任何損失、毀壞、損害、責任或身體損傷：戰爭、侵略、外敵行動、敵對或戰爭局面(不論正式宣戰與否)、內戰、造反、革命、叛亂、國有化、政府、市、地方或任何公共機關沒收、徵用、扣押或銷毀，或達到起義、武裝叛亂或篡權規模的暴亂、暴動或內亂。
2. 「本公司」不承保以下事故導致、所引起的任何財物損失、損毀或損壞或任何開支，又或直接或間接由以下事故造成或引致的間接損失及/或任何性質的法律責任：
  - a) 任何核子燃料或核子燃料燃燒後產生的核廢料所引致的電離子輻射或放射性污染；
  - b) 任何爆炸性核子裝置或其核子元件所含的放射性有毒爆炸物質或其他危害性物質。
3. 因「閣下」的「家傭」精神失常或受酒精或藥物影響、自殺或蓄意作出不必要之危





險行為、現時或曾經懷孕或參與內亂或民事勞資糾紛或政治動亂所招致的索償。

4. 「閣下」或「閣下」的「家傭」在本「保單」生效前已知悉的身體損傷或疾病，或於本「保單」開始生效時正等候進行手術或現正接受治療的身體損傷或疾病。
5. 由愛滋病 (AIDS) 或愛滋病相關併發症 (ARC) 所招致的費用，不論如何染病或採用病症名稱如何亦然。
6. 在香港特別行政區境外招致的身體損傷或費用，除非「閣下」的「家傭」當時正陪同「閣下」度假則屬例外。
7. 因某項協議而附帶的責任，如無該協議則不會存在。

### 關於第 II 至 VIII 節

儘管本「保單」或其任何批註的條款另有任何相反規定，現協議本「保單」不承保任何由恐怖活動直接或間接造成、引起或導致的損失、損壞、費用及開支，不論是否同時有其他成因或事故接連引起損失亦然。於本條款，恐怖活動指任何人士或人等獨自行動或代表任何組織或政府，為達到政治、宗教、理想或同類目的所作出的行為，其中包括但不限於使用武力或暴力及/或威脅使用武力或暴力，而企圖影響任何政府及/或令公眾或任何個別公眾社群產生恐慌。

本條款亦指定不承保或為控制、防止、鎮壓或回應任何行為或恐怖活動而採取措施所直接或間接造成、導致或相關的損失、損壞、費用或開支。

如「本公司」基於本條款宣稱任何損失、損壞、費用或開支不屬於本「保單」承保範圍，「閣下」有責任提出相反舉證。

如本條款任何部份被發現無效或不可強制執行，其餘部份亦會繼續全面生效。

### 一般條款

1. 「本公司」根據本「保單」支付任何款項，先決條件是「閣下」必須全面遵守及履行本「保單」所訂關於「閣下」應作出或不應作出行為的條款，以及「閣下」作出真確無訛的聲

明和如實回答投保書的問題。

2. 本「保單」生效後首15天，「本公司」恕不賠償第II、III或VI節的索償。在保單期滿後不間斷地續保，便不會設有任何等候期。
3. 「閣下」應採取所有合理預防措施防止「意外」及「疾病」發生，並需履行所有法定責任。
4. 如「閣下」或「閣下」的任何代表提出任何虛假索償，「本公司」不會支付任何賠償，本「保單」所有保障均會終止。
5. 如「閣下」獲悉任何可能導致索償的情況，必須：
  - a) 盡快通知「本公司」
  - b) 在事發後30天內提交詳盡資料及證明
  - c) 如接獲任何函件、索償、令狀或傳票，則即時轉交「本公司」
6. 「本公司」有權：
  - a) 就非致命性之身體損傷個案安排由「本公司」指定的醫學公證人進行檢驗，如屬死亡個案則進行驗屍
  - b) 在「本公司」支付賠償之前或之後對任何人士行使「閣下」的權利
  - c) 接手執行其他人士對「閣下」提出索償或其他訴訟的抗辯或和解
7. 任何就本「保單」作出的判決如非由香港特別行政區具司法裁判權法院先行傳遞或發出，「本公司」概不承擔相關責任。
8. 「閣下」可向「本公司」發出14天事前通知書取消本保單。在該情況下，一年期保單的保費恕不退還，兩年期保單如在「保單期」首年內取消，「閣下」可獲退還保費，但需扣除標準一年期保單保費的金額。然而若在保單期第二年取消保單，則不會退還任何保費。

「本公司」可向「閣下」發出14天事前通知書及寄送至「閣下」最後登記的地址，以取消本「保單」或其任何部份。尚未期滿的保費將按



比例退還「閣下」。

9. 本「保單」只適用於第一個保險年度生效日期年齡界乎18至60歲的「家傭」/「兼職家傭」。本「保單」隨後續保，只適用於「家傭」/「兼職家傭」年齡不超過65歲。如果「家傭」/「兼職家傭」在任何後續續保期間年齡滿66歲，則本「保單」有效期至本「保單」「保障期」結束日期為止。
10. 「閣下」提出索償時如有任何其他承保相同或類同事項的保險生效，「本公司」只會支付此等其他保險以外之餘額費用，並需遵從本「保單」的最高限額。本「一般條款」不適用於第 I 及 IV 節。
11. 如「閣下」作出虛假聲明、錯誤陳述或隱瞞任何重大事實，本「保單」將宣告無效。
12. 本「保單」引起的所有爭議將按照現行《仲裁條例》交由仲裁處理。如爭議各方未能協定仲裁人或公證人人選，則由香港國際仲裁中心現任主席選任。現明確規定任何一方根據本「保單」提出訴訟或起訴的權利必須遵從一項先決條件，即首先要取得仲裁裁決才可進行。如「本公司」卸免責任不向「閣下」支付本「保單」任何「索償」，而有關「索償」並未在「本公司」免責後根據本文規定在12個月內轉交仲裁處理，該宗「索償」將全面被視作了結，此後再不能根據本文作出追討。

## 索償程序

- 在發生可能導致索償的事件後30天內通知「本公司」。
- 申請普通門診醫療費用索償，只需在「醫生」收據正本背面寫上「閣下」的保單號碼及姓名，寄回「本公司」。
- 其他索償申請，請填寫索償表格，並提交適當的正本文件、發票及收據，寄回「本公司」。

本中文版譯本僅供參考之用，惟有關條文解釋及引用，概以英文版保單含義為準。

