

DOMESTIC HELPER POLICY

1 COVER

- 1.1 Whereas the Insured has made to **Wing Lung Insurance Co Ltd** (hereinafter called "the Company") 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 in so far 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, the Company will pay the Benefits to the Insured or in the case of death or disablement of the Insured Person to the Insured Person or the Insured Person's legal personal representative.

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 bodily injury or disease of the Insured Person occurring during the Period of Insurance and arising out of and in the course of 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, and shall also include expenses incurred for treatment by bonesetter or physiotherapist provided that the first medical treatment was received from a legally qualified and registered medical practitioner.
- 2.4 "Surgical and Hospitalization 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 "Loss of Services Cash Allowance" means daily amount payable for the period during which the Insured Person is confined in a hospital as a registered in-patient for treatment or surgery.
- 2.8 "Repatriation Expenses" means the reimbursement of expenses actually reasonably and necessarily incurred by the Insured 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 legally qualified and registered medical practitioner as medically unfit to work leading to the termination of her employment contract 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; or
 - (b) the treatment of the Insured Person's post-mortem and transportation of her mortal remains to the airport nearest to the place of burial in her country of residence.
- 2.9 "Replacement Helper Expenses" means reimbursement of the expenses actually reasonably and necessarily incurred by the Insured to employ a new domestic helper in the event that the Insured repatriates the Insured Person or returns her mortal remains to her country of residence and a valid claim is payable under Section 7 "Repatriation Expenses" of this Policy.
- 2.10 "Period of Insurance" means 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.
- 2.11 "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.
- 2.12 "Insured" means the person named in the Schedule who is the legal employer of the Insured Person.
- 2.13 "Injury" means bodily injury to the Insured Person caused solely and directly by violent accidental external and visible means and shall exclude bodily injury caused by sickness or disease, bacterial or viral infection not occurring through an accidental cut or wound.
- 2.14 "Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sickness 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 nurses;
 - (c) is under the supervision of a legally qualified and registered medical practitioner; 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.
- 2.15 "Accident" means an accident or a series of accidents arising out of one event.
- 2.16 "Disease" means a disease contracted by the Insured Person due to the nature of her employment with the Insured.
- 2.17 "Legally Qualified and Registered Medical Practitioner, Dentist or Physiotherapist" means any person other than the Insured legally authorized by the Government with jurisdiction in the geographical area of his or her practice to render medical, surgical, dental or physiotherapy service.

2.18 "Disability" means an injury or sickness. Successive disabilities are treated as one disability unless they are due to causes unrelated to each other or separated by at least 90 days from the date of discharge from the Hospital or the last consultation at the legally qualified & registered medical practitioner's office, whichever is the later.

3 EXCLUSIONS

This Policy does not cover nor apply to any loss which is caused directly or indirectly by or which results from:-

3.1 Applicable to all Sections

- 3.1.1 Any consequence of declared or undeclared war or any act thereof, invasion or civil war.
- 3.1.2 Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat while sane or insane.
- 3.1.3 Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident.
- 3.1.4 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.
- 3.1.5 Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- 3.1.6 Pre-existing injury sickness or disease of the Insured Person prior to inception of this insurance. For the purpose of Sections 2, 3 and 4 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.
- 3.1.7 Any injury, sickness, accident or event occurring and/or medical treatment or surgery received outside the territorial limits of Hong Kong.
- 3.1.8 any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) nuclear weapons material;
 - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this Exception combustion shall include any self-sustaining process of nuclear fission;

3.2 Applicable to Section 1 (Employer's Liability)

- 3.2.1 The Insured's liability to employees of contractors to the Insured.
- 3.2.2 Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- 3.2.3 Any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness.
- 3.2.4 The Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance.
- 3.2.5 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.
- 3.2.6 Any injury by accident or disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings.
- 3.2.7 Any injury by accident or disease sustained by the Insured Person outside the Geographical Area unless such injury arises out of and in the course of employment whilst the Insured Person is accompanying the Insured on an overseas trip.

3.3 Applicable to Section 2 (Clinical Expenses) and Section 3 (Surgical and Hospitalization Expenses)

- 3.3.1 Nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer.
- 3.3.2 Rest cure or physical check-ups.
- 3.3.3 Cosmetic or plastic surgery unless carried out subsequent to an injury for which this policy covers to correct such injury.
- 3.3.4 Vaccinations, immunization, injections or preventive medication.

3.4 Applicable to Section 4 (Dental Expenses)

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

3.5 Applicable to Section 5 (Personal Accident Benefits)

- 3.5.1 Injury occurring other than on the rest days of the Insured Person.
- 3.5.2 The Insured Person engaging or taking part in driving or riding in any kind or race or in any underwater activities involving the use of breathing apparatus.

3.6 Applicable to Section 6 (Loss of Services Cash Allowances)

- 3.6.1 Nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer.
- 3.6.2 Rest cure or physical check-ups.
- 3.6.3 Cosmetic or plastic surgery unless carried out subsequent to an injury for which this policy covers to correct such injury.
- 3.6.4 Vaccinations, immunization, injections or preventive medication.

3.7 Applicable to Section 7 (Repatriation Expenses) & Section 8 (Replacement Helper Expenses)

Any repatriation or transportation of mortal remains originating outside Hong Kong.

4 THE SCHEDULE OF BENEFITS

4.1 SECTION 1 - Employer's Liability

If the Insured Person shall sustain bodily injury or death by Accident or Disease occurring during the Period of Insurance within the Geographical Area and arising out of and in the course of her employment with the Insured, the Company will subject to Limit of Indemnity and to the Terms of this Policy indemnify the Insured against his legal liability in respect of such bodily injury or death under the Ordinance

and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's 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 the legal liability of the Insured under the Ordinance the liability of the Company under this Section shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

Further provided that:

- (a) the due observance and fulfilment of the Terms of this Section in so far as they relate to anything to be done or not to be done or to be complied with by the Insured; and
- (b) the truth of the statements and answers in the Proposal and Declaration

shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Section.

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

DEFINITIONS (Applicable to Section 1)

- (a) "Noise-Induced Deafness" has the same meaning as assigned to the expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).
- (b) "The Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- (c) "Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

Limit of Liability : HK\$100 million any one event.

- 1) In respect of any one claim or a series of claims resulting from or arising out of one event, the Company's indemnity to the Insured under this Policy, including costs and expenses incurred with the Company's written consent and irrespective of the number of persons or Insureds claiming to be indemnified under this Policy, shall not in the aggregate exceed the amount specified above as the Policy Limit of Liability.

The term "any one event" has the meaning assigned to it by the Legislation specified in the Schedule.

- 2) At any time after the happening of any event giving rise to a claim or a series of claims under this Policy, the Company may pay to the Insured the Policy Limit of Liability (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of the defense settlement or proceedings to the Insured and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Company in connection with such defense settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by any claimant or other person after the Company shall have relinquished such conduct.
- 3) Where this is at variance with or inconsistent with anything contained in this Policy, this Endorsement shall prevail and take precedent.

4.2 SECTION 2 - Clinical Expenses

Reimbursement of clinical expenses incurred by the Insured Person up to	HK\$150 per visit per day
Provided that the first medical treatment is received from a legally qualified and registered medical practitioner, expenses for treatment by bonesetter or registered physiotherapist are payable up to	HK\$100 per visit per day and HK\$500 per year
Total maximum amount payable per year under this Section	HK\$3,000

4.3 SECTION 3 - Surgical and Hospitalization Expenses

Reimbursement of expenses incurred by the Insured Person up to	
Room, board & other miscellaneous hospital charges	HK\$300 per day
Surgical benefit per disability	HK\$10,000
Anaesthesia and its administration benefit per disability	25% of payable surgical benefit but not exceeding HK\$2,500
Operating theatre benefit per disability	12.5% of payable surgical benefit but not exceeding HK\$1,250
Total maximum amount payable per year under this Section	HK\$20,000

4.4 SECTION 4 - Dental Expenses

Reimbursement of two-thirds of the expenses incurred up to	HK\$1,500 per year
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4.5 SECTION 5 - Personal Accident Benefits

Pays benefit provided hereunder in respect of an injury caused by accident which occurs during the rest days of the Insured Person, during the Period of Insurance and within the Geographical Area, which, solely and independently of all other causes, resulting in the Insured Person's death and disablement as stated and qualified hereunder, within 365 days after the date of the accident:

- 4.5.1 Accidental Death
 - 4.5.2 Loss of two or more limbs
 - 4.5.3 Loss of sight of both eyes
 - 4.5.4 Loss of one limb and sight of one eye
 - 4.5.5 Permanent Total Disablement
 - 4.5.6 Loss of one limb
 - 4.5.7 Loss of sight of one eye
- | | |
|---|-------------|
| } | HK\$200,000 |
| } | HK\$100,000 |

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.

4.6 SECTION 6 - Loss of Services Cash Allowance

Cash allowance commencing from the 4th day of each hospital confinement of the Insured Person	HK\$200 per day and maximum HK\$6,000 per year
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4.7 SECTION 7 - Repatriation Expenses

Reimbursement of expenses incurred up to	HK\$20,000 per year
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4.8 SECTION 8 - Replacement Helper Expenses

Reimbursement of expenses incurred up to

HK\$3,000 per year

5 WAITING PERIOD

A 15-day waiting period from the inception date of the Insured Person's insurance shall be applicable to Section 2, 3, 4 and 6 of the Schedule of Benefits for the Insured Person. No benefits shall be payable under these Sections during the waiting period.

6 CONDITIONS

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 devices shall be used to obtain the Benefits under this Policy, then the Company 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 the Company of any material fact affecting this insurance which has come to the Insured's notice during the preceding Period of Insurance including notice of any disease physical or mental defect or infirmity affecting the Insured Person.

6.4 POLICY NOT ASSIGNABLE

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

6.5 CLAIM PROCEDURE

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

6.6 PROOF OF LOSS

It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the 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 CANCELLATION

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. The Company may at any time cancel this Policy by giving seven days' written notice to the Insured. The notice is to be posted by registered mail to the Insured at the address last notified to the Company. Proof of mailing shall be sufficient proof of notification. After the Company has canceled the Policy, the Company will refund to the Insured the proportionate part of any premium paid in respect of the unexpired period of the Policy.

6.8 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 to 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 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.

6.9 JURISDICTION CLAUSE

This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong Special Administrative Region.

6.10 AVOIDANCE OF CERTAIN TERMS AND RIGHTS 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 such amount to the Company.

6.11 Other Insurance

If at the time a claim is made by the Insured under this Policy there is 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.

6.12 Subrogation

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

永隆保險有限公司
Wing Lung Insurance Company Limited

永隆銀行有限公司全資附屬機構
A Wholly Owned Subsidiary of Wing Lung Bank Limited

香港中環德輔道中 45 號
45 Des Voeux Road Central, Hong Kong

APPLICABLE TO OPTIONAL COVER
(EXTENDED TO COVER MAJOR ILLNESS MEDICAL INSURANCE)

THIS POLICY IS EXTENDED TO COVER MAJOR ILLNESS MEDICAL INSURANCE AS PER THE BENEFITS AND MAXIMUM LIMIT MENTIONED AS BELOW :-

<u>BENEFITS</u>	<u>MAXIMUM LIMIT</u>
CLINICAL EXPENSES	HKD3,000.00 PER YEAR - HKD150.00 PER VISIT PER DAY
SURGICAL & HOSPITALIZATION EXPENSES	
BENEFITS PAYABLE DUE TO CANCER, HEART DISEASE OR STROKE ROOM AND BOARD	HKD300 PER DAY
HOSPITAL SPECIAL SERVICES	HKD15,000 PER DISABILITY
SURGICAL BENEFIT	HKD30,000 PER DISABILITY
ANAESTHESIA	35% OF PAYABLE SURGICAL BENEFIT BUT NOT EXCEEDING HKD7,000 PER DISABILITY
OPERATION THEATRE	25% OF PAYABLE SURGICAL BENEFIT BUT NOT EXCEEDING HKD5,000 PER DISABILITY
TOTAL MAXIMUM AMOUNT PAYABLE PER YEAR UNDER THIS SECTION	HKD120,000.00 PER YEAR