

DOMESTIC HELPER INSURANCE POLICY

IMPORTANT NOTICE

This Policy is an important document. You are requested to examine it carefully, with particular attention to the detailed terms, exclusions and conditions. If anything is unclear, incorrect or it is not in accordance with your intentions, please contact us or your Insurance Broker/Agent immediately.

PERSONAL INFORMATION COLLECTION STATEMENT

The information you provided to The Tokio Marine and Fire Insurance Co. (HK) Ltd. ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

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

and may be transferred to

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

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

You have the right to obtain, to access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made in writing to our Compliance Officer, 27A, United Centre, 95 Queensway, Hong Kong.



Sun Flower Insurance Brokers Limited

Room 1105-08, Hing Yip Commercial Centre, 282 Des Voeux Road Central, Hong Kong
Tel: 2521 1881 Fax: 2521 1919 Email: vip@sunflowergroup.com.hk www.sunflowerVIP.com

Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

WHEREAS the Insured, by a Proposal and Declaration, has applied to The Tokio Marine and Fire Insurance Co. (HK) Ltd. (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

The Company agrees to provide insurance to the extent of and subject to the terms and conditions contained in or endorsed on this Policy during any Period of Insurance. The Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and, unless particularly stated to the contrary, any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning whenever it may appear.

NOW THIS POLICY WITNESSETH that if any of the Event referred to in the Schedule of Benefits shall happen within the Period of Insurance specified in the Schedule of Policy.

THE COMPANY WILL subject to terms, conditions, exclusions and memoranda contained in or endorsed on this policy to pay the Benefits to the Insured, the Domestic Helper or, in the case of death of the Domestic Helper, the Domestic Helper's legal personal representative.

DEFINITIONS

Accident means in relation to Section 1, an accident or a series of accidents arising out of one event.

Benefits means the sum set out in the Schedule of Benefits against the Event.

Clinical Expenses means expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred by the Domestic Helper during the Period of Insurance for medical treatment and prescribed medical supplies received from a legally qualified and registered medical practitioner, Chinese medical practitioner or physiotherapist; or bonesetter.

Dental Expenses means expenses reasonably and necessarily incurred by the Domestic Helper 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.

Disease means in relation to Section 1, a disease contracted by an Employee of the Insured as a 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.

Noise-Induced Deafness has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).

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).

Domestic Helper 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 provide in this Policy.

Fidelity Guarantee means the Insured's actual pecuniary loss directly resulting from the act of fraud or dishonesty:

- (a) committed by the Domestic Helper during the Period of Insurance and
- (b) discovered during the Period of Insurance or within fifteen (15) days after the expiration of this policy or within fifteen (15) days after death, dismissal or expiry of employment contract of the Domestic Helper whichever is the sooner.

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 organised facilities for diagnosis, treatment and major surgery;
- (b) provides twenty-four hours a day nursing services by registered graduate nurses;
- (c) is under the supervision of a physician; and
- (d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

Injury means bodily injury to the Domestic Helper caused solely and directly by violent accidental external and visible means and which are independent of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

Insured means the person named as the Insured in the Schedule.

The Ordinance means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).

Loan Protection means insurance protection for the amount of the outstanding loan if the Insured's financial loan to the Domestic Helper could not be collected in the event that the Domestic Helper is repatriated or his/her mortal remains are returned to his/her home country and a valid claim is payable under Section 7.

Loss of Limb means 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 Service Cash Allowance means a daily payment in the event that the Domestic Helper is confined in a hospital as a registered in-patient for surgery treatment of bodily injury or sickness causing loss or interruption of service to the Insured during the Period of Insurance.

Loss of Sight means total and irrecoverable loss of all sight.

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.

Personal Accident Benefits means accidental death or permanent disablement benefits as specified in the Schedule of Benefits occurring within 12 months after the date of Injury as a result of an accident which occurs during the Period of Insurance.

Rehiring Expenses means the expenses (except salary) reasonably and necessarily incurred by the Insured to employ a new domestic helper in the event that the Insured repatriates the Domestic Helper or returns the mortal remains to the country of residence and a valid claim is payable under Section 7.

Repatriation Expenses means the expenses reasonably and necessarily incurred in repatriating the Domestic Helper or his/her mortal remains to the country of residence for the Insured's contractual liability to repatriate the Domestic Helper before the expiry of the Domestic Helper's term of employment under the following circumstances and conditions:

- (a) in the event of serious sickness or Injury resulting in his/her being certified by a legally 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 costs for ambulance transfer to and from the airport.
- (b) in the event of the Domestic Helper's death and such repatriation expenses shall include the Domestic Helper's post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in his/her country of residence.

Surgical and Hospitalisation Expenses means expenses reasonably and necessarily incurred by the Domestic Helper during the Period of Insurance while as a patient confined in a Hospital for treatment or surgery or sickness, or Injury resulting from an accident.

SCHEDULE OF BENEFIT

Event	Limit of liability of the Company
Section 1 - Employer's Liability	
If the Domestic Helper in the Insured's immediate employ shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the territories of Hong Kong and arising out of and in the course of his/her employment, the Company will subject to Limit of Indemnity indemnify the Insured against his/her 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 always that in the event of any change to the Ordinance during or subsequent to the Period of Insurance of this Section 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	HK\$100,000,000 any one event in respect of 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
Section 2 - Clinical Expenses	
Reimbursement of expenses incurred by the Domestic Helper up to	
(a) Clinical Treatment	HK\$200 per visit per day
(b) Bonesetter or Physiotherapist Treatment	HK\$100 per visit per day
	HK\$500 per 12 month period of insurance
Total maximum amount payable per 12 month period of insurance	HK\$3,000



Section 3 - Surgical and Hospitalisation Expenses

Reimbursement of expenses incurred by the Domestic Helper up to:-

(a) Room, Board & other miscellaneous Hospital charges	HK\$300 per day
(b) Surgical operation	HK\$15,000 per disability
Total maximum amount payable per 12 month period of insurance	HK\$30,000

Section 4 - Loss of Services Cash Allowance

Cash allowance each day commencing from the fourth (4th) day of each hospital confinement	HK\$200 each day
	HK\$6,000 per 12 month period of insurance

Section 5 - Dental Expenses

Reimbursement of two-third of the expenses incurred up to	HK\$1,500 per 12 month period of insurance
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Section 6 - Personal Accident Benefits

Lump sum of the Capital Sum in accordance with the percentages specified in the Table of Personal Accident Benefits	HK\$100,000 Capital Sum
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Section 7 - Repatriation Expenses

Reimbursement of the expenses incurred up to	HK\$20,000 per 12 month period of insurance
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Section 8 - Rehiring Expenses

Reimbursement of the expenses incurred up to	HK\$10,000 per 12 month period of insurance
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Section 9 - Loan Protection

Reimbursement of uncollectible loan to the Domestic Helper	HK\$5,000 per 12 month period of insurance
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Section 10 - Fidelity Guarantee

Reimbursement of the loss resulting from fraud or dishonest act committed by the Domestic Helper	HK\$5,000 per 12 month period of insurance
- sub-limit for unauthorised telephone calls	HK\$1,000 per 12 month period of insurance

TABLE OF PERSONAL ACCIDENT BENEFITS

Injury occurring during the rest days of the Domestic Helper and during the Period of Insurance resulting directly and independently of any other cause within 12 months in one of the following losses:-

Accidental Death.....	} 100% of the Capital Sum
Loss of two or more limbs.....	
Loss of sight of both eyes.....	
Loss of one limb and sight of one eye.....	} 50% of the Capital Sum
Loss of one limb.....	
Loss of sight of one eye.....	

EXCLUSIONS

The Company shall not be liable in respect of:-

1. Applicable to all Sections

- 1.1 Any consequence of any contingency caused by or happening through or in consequence of:-
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (b) mutiny, riot, military or popular rising, insurrection, revolution, military or usurped power, martial law or state of siege or any of the events of causes which determine the proclamation or maintenance of martial law or state of siege
- 1.2 Any accident, injury, disease, loss, damage or liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) nuclear weapons material;
 - (b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception, combustion shall include any self-sustained process of nuclear fission
- 1.3 Any act of terrorism

For the purpose of this exclusion 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 purpose 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 this Company alleges 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 the Insured.

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

This exclusion does not apply to Section 1.

- 1.4 Intentional self-inflicted Injury or suicide (whether felonious or not) or any attempt thereat
- 1.5 Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident
- 1.6 Intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with addiction to drugs or alcohol
- 1.7 Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and/or any mutant derivative or variations thereof howsoever caused or howsoever this syndrome has been acquired or may be named
- 1.8 Any liability arising directly or indirectly out of, caused by or in connection with the existence, handling, processing, manufacturing, mining, sale, transportation, distribution, storage, use, removal, remediation, treatment, disposal or escape of (1) asbestos or silica dust and (2) asbestos, asbestos products or any product containing asbestos
- 1.9 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 that Insurer 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 or United States of America.

2. Applicable to Section 1 (Employer's Liability)

The Company shall not be liable under this Section in respect of:

- 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;
- 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;
- 2.3 any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- 2.4 the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- 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;
- 2.6 any injury by Accident or Disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power;
- 2.7 any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - 2.7.1 nuclear weapons material;
 - 2.7.2 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;
- 2.8 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. Applicable to Section 2 (Clinical Expenses), Section 3 (Surgical and Hospitalisation Expenses) and Section 4 (Loss of Services Cash Allowance)

- 3.1 Nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility or sterilization.
- 3.2 Rest cure or physical check-up
- 3.3 Cosmetic or plastic surgery unless to correct an Injury for which this policy covers
- 3.4 Vaccinations, immunization, injections or preventive medication
- 3.5 Pre-existing Injury sickness or disease of the Domestic Helper 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 Domestic Helper's insurance and for which result medical treatment was received with three (3) consecutive months immediately before inception of the Domestic Helper's insurance. Provided no medical treatment is incurred on such Injury sickness or disease within three (3) consecutive months immediately after inception of the Domestic Helper's insurance, benefits under these sections shall subsequently become payable



- 3.6 sexually transmitted disease
- 3.7 Any Injury, sickness, accident or event occurring outside the territorial limits of Hong Kong
- 3.8 Expenses incurred or treatment received outside the territorial limits of Hong Kong
4. **Applicable to Section 5 (Dental Expenses)**
 - 4.1 Any routine examination, scaling, polishing or cleaning and crowning
 - 4.2 Cost of any bridges, braces and dentures or dental prosthetics involving previous alloy restorations
 - 4.3 Expenses incurred or treatment received outside the territorial limits of Hong Kong
5. **Applicable to Section 6 (Personal Accident Benefits)**
 - 5.1 Injury occurring outside the rest days of the Domestic Helper
 - 5.2 The Domestic Helper engaging in or taking part in bungee jumping, racing of any kind (other than on foot) or in any underwater activities involving the use of breathing apparatus
 - 5.3 injury or death outside the territorial limits of Hong Kong
6. **Applicable to Section 7 (Repatriation Expenses)**
 - 6.1 Any repatriation or transportation of mortal remains originating outside Hong Kong
7. **Applicable to Section 9 (Loan Protection)**
 - 7.1 A loan which is not documented as if a contract recognized by the law in Hong Kong
8. **Applicable to Section 10 (Fidelity Guarantee)**
 - 8.1 Any money due by Insured to the Domestic Helper, which shall be deducted from any amount of loss

CONDITION - Applicable to all sections (unless otherwise stated)

1. **Terrorism Endorsement** (applicable to Section 1 Only)
Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by Accident or Disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:
 - (a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
 - (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
 - (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement, or the Loss does fall within the Exceptions or any other conditions leading to no payment for the Loss under 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 organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Company alleges that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon the Insured.

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

Words and phrases in this Endorsement shall have the same meaning as in the Policy.
2. **Age Limit**
Any Domestic Helpers who are aged between 16 and 65 during the Period of Insurance unless otherwise agreed and specified in the Schedule.
3. **Claim Prevention**
The Insured and the Domestic Helper shall take all reasonable precautions to prevent accident and disease and shall comply with all statutory obligations.
4. **Fraud**
If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain the Benefits under this Policy, the Company shall have no liability in respect of such a claim.

5. **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.
6. **Assignment**
This Policy is not assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with the Policy.
7. **Claims Procedure**
Immediate notice shall be given to the Company of any occurrence likely to give rise to a claim under this Policy. Within ninety 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 or within twenty-four (24) hours must be reported to the police if the Insured's discovery of any fraud or dishonest act by Domestic Helper
All expenses shall, in the first instance, be paid by the Insured and original invoices and receipts submitted with the claim form to the Company for reimbursement.
8. **Proof of Loss**
 - (a) In respect of a claim under Section 10, the burden of proof of the financial loss being a result of fraud or dishonest act committed by the Domestic Helper rests on the Insured.
 - (b) It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his/her own expenses furnish to the Company such certificate, information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Domestic Helper from time to time or in the case of death upon reasonable notice to the Domestic Helper's legal personal representative to have a post-mortem examination of the body.
 - (c) In case of a claim for death benefit under Section 6, the death of the Domestic Helper shall be established by an official death certificate and the death benefit shall be payable to the Domestic Helper's legal personal representative whose receipt is a valid discharge of the liability of the Company under the Section of the Policy.
9. **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 day's written notice to the Insured. This notice is to be posted by registered mail to the Insured at the address last notified to the Company. Proof of mailing shall be sufficient proof of notification. After the Policy has been cancelled by the Company, the Company will refund to the Insured the proportionate part of any premium paid in respect of the unexpired period of the Policy.
10. **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 the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the Provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. **Jurisdiction**
This Policy is subject to the exclusive jurisdiction of the Hong Kong and is to be construed according to the laws of the Hong Kong.
The Company shall not be liable under this Policy in respect of judgments against the Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong SAR.
12. **Avoidance of Certain Terms and Rights of Discovery**
If the Company is obliged by the Ordinance 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.
13. **Scale up/down of Benefits for Prolonged/Odd Insurance Period**
For Policy effected on the basis of 24 month's cover, the Period of Insurance where applied to Sum Insured as specified against each line of benefit in the Schedule hereof is construed to be twelve calendar months counting from the date of inception of this policy or day immediately after expiry of the said twelve months as far as applicable. For Period of Insurance other than that provided above, benefits under Section 2, 3 and 4 shall be proportionately adjusted on a pro-rata basis.
14. **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.**

