



Asia Superior Helper INSURANCE

INSURING CLAUSE

WHEREAS the Insured has made to the Company a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein and has paid or agreed to pay the Premium stated in the Schedule as consideration for the insurance.

NOW THIS POLICY WITNESSES that in respect of events described hereinafter occurring during the Period of Insurance and subject to the terms exclusions limits and conditions contained herein or endorsed hereon, the Company will indemnify or pay compensation to the Insured to the extent and in the manner hereinafter provided, or any subsequent period for which the Insured shall have paid and the Company shall have accepted the required Premium.

Provided that this Policy shall not be in force unless it has been signed in the Schedule by a person authorized by the Company.

DEFINITIONS

For the purposes of this Policy:

- (1) "Accident" means an Accident or a series of Accidents arising out of one event.
- (2) "Bodily Injury" means Bodily Injury sustained by the Insured Person including death resulting solely and directly from an Accident caused by external violent and visible means and which are independent of any other cause and not by sickness, disease or gradual physical or mental wear and tear.
- (3) "Chinese Medicine Practitioner" means a practitioner registered under the Chinese Medicine Ordinance (Cap. 549 of the Laws of Hong Kong) and is legally qualified to practise Chinese medicine in Hong Kong, but excluding a Chinese Medicine Practitioner who is the Insured, business partner(s) or employer/employee of the Insured or a member of the Insured's Family or the Insured Person's Family.
- (4) "Company" means Asia Insurance Co., Ltd.
- (5) "Disease", for the purpose of Section 1, means a disease contracted by the Insured Person as a result of his/her exposure to the nature of his/her 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.
- (6) "Geographical Area", for the purpose of Section 1, means:
 - (a) anywhere within the territories of Hong Kong;
 - (b) worldwide when the Insured Person travels in the employ of the Insured, but only for the trip of period not exceeding 15 consecutive days, and provided that the Insured Person travels with the Insured on any such trip.
- For other Sections under this Policy, shall mean anywhere within the territories of Hong Kong.
- (7) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
- (8) "Hospital" means an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:
 - (a) has organized facilities for diagnosis treatment and major surgery;
 - (b) provides 24-hour a day nursing services by qualified and registered nursing staff;
 - (c) is under the supervision of a Medical Practitioner; and
 - (d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, or a nursing, rest or convalescent home or home for the aged or similar establishment.
- (9) "Insured" means the person named in the Schedule who is the legal employer of the Insured Person.
- (10) "Insured's Family" shall mean the spouse, children or relatives ordinarily residing with the Insured.
- (11) "Insured Person" means the domestic helper named in the Schedule who is legally employed by the Insured and whose duties are mainly in relation or incidental to the household chores, excluding the driving of any motor vehicle on a regular basis, unless specifically declared to and agreed by the Company. Provided that he/she is not a family member or a relative of the Insured.
- (12) "Insured Person's Family" shall mean the spouse, children or relatives of the Insured Person.
- (13) "Medical Practitioner" shall mean a practitioner of western medicine duly registered under the Medical Registration Ordinance (Cap. 161 of the Laws of Hong Kong) and is legally qualified to render medical or surgical services in Hong Kong, but excluding a Medical Practitioner who is the Insured, business partner(s) or employer/employee of the Insured or a member of the Insured's Family or the Insured Person's Family.
- (14) "Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Cap. 469 of the Laws of Hong Kong).
- (15) "Ordinance" means the Employees' Compensation Ordinance (Cap. 282 of the Laws of Hong Kong).
- (16) "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.
- (17) "Permanent Total Disablement" means when as the result of Bodily Injury and commencing within 12 consecutive months from the date of an Accident causing the injury, the Insured Person is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which the Insured Person is reasonably qualified by reason of his/her education, training or experience.
- (18) "Physiotherapist" or "Dentist" shall mean a person duly registered and is legally qualified to practise physiotherapy/dental services in Hong Kong but excluding a Physiotherapist/Dentist who is the Insured, business partner(s) or employer/employee of the Insured or a member of the Insured's Family or the Insured Person's Family.
- (19) "Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Cap. 360 of the Laws of Hong Kong).
- (20) In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa and words and expressions importing the masculine gender also include the feminine and vice versa.

SCHEDULE OF INSURANCE BENEFITS

SECTION 1 EMPLOYEES' COMPENSATION

If the Insured Person in the Insured's immediate employ shall sustain Bodily Injury or death by Accident or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his/her employment by the Insured.

The Company will subject to Policy Limit of Indemnity and to the terms exclusions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") 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 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 Policy shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

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 Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in as far as they can apply.

Policy Limit of Indemnity under Section 1

- (a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to HK\$100,000,000 irrespective of the number of Insured Person who may sustain Bodily Injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of the Insured in respect of a Disease contracted by an Insured Person due to the nature of his/her employment with the Insured during a period that extends over more than one policy Period of Insurance:
 - (i) the aggregate of the Company's indemnity to the Insured under all insurance benefits including costs and expenses incurred by or on behalf of the Insured shall not exceed the limit of indemnity of the Insurance policy that was in force at the time the nature of the Insured Person's employment to which such Disease was due first affected the Insured Person, and
 - (ii) subject to the limitation of paragraph (b)(i) hereof, the Company's indemnity to the Insured under this Policy including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Insured Person's period of employment falling within the Period of Insurance of this Policy bears to the total period of his/her employment to the nature of which such Disease was due.
- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums 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 of thereof or for any costs and expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

Terrorism Endorsement

Notwithstanding any provision to the contrary in the Policy or any endorsement thereto it is hereby agreed that in respect of any Bodily Injury or death by Accident or Disease directly or indirectly caused by, resulting from, in connection with or arising out of an event of Terrorism (hereinafter referred to as "the Loss") regardless of any other cause or event contributing concurrently or in any other sequence of the Loss, the Company shall only be liable to make any payment in respect of the Loss subject to the following terms and conditions:

- (a) the Policy Limit of Indemnity in respect of the Loss shall be limited to such amount which the Company actually receives from the Government of Hong Kong ("the Government") in respect of the Loss 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 in respect of the Loss 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 in respect of the Loss;
- (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 in

- respect of the Loss, 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; and
- (d) this Policy shall in no event compensate any amount in excess of the minimum statutory cover required under the Ordinance notwithstanding the limits and coverage provided by this Policy.

For the purpose of this Endorsement, "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.

SECTION 2 HOSPITALIZATION AND SURGICAL EXPENSES

In the event the Insured Person while being a patient is confined in a Hospital for surgery or treatment of Bodily Injury or sickness during the Period of Insurance in Hong Kong, the Company will pay the necessary and reasonable expenses actually incurred up to

- (a) HK\$350 per day for room and board and other miscellaneous hospital services;
- (b) HK\$15,000 per operation for all surgical expenses, including X-ray, laboratory tests, anaesthetical and operating room charges for the surgical operation incurred by the Insured Person for surgical procedures performed in the Hospital for which benefits are payable under paragraph (a) above.

The maximum amount payable under this Section for each Insured Person shall not exceed HK\$30,000 per year during the Period of Insurance.

SECTION 3 CLINICAL EXPENSES

The Company will pay the actual expenses necessarily and reasonably incurred by the Insured Person as a result of Bodily Injury or sickness during the Period of Insurance in Hong Kong less any sums recovered or recoverable from other sources for medical treatment and prescribed medical supplies received from a Medical Practitioner including physician's consultation fee cost of prescribed drugs and medicines, X-rays and laboratory tests up to HK\$220 per visit per day during the Period of Insurance.

The Company will also pay the necessary and reasonable expenses actually incurred for treatment by a Chinese Medicine Practitioner (including bone-setting and acupuncture) or a Physiotherapist up to HK\$100 per visit per day and up to a maximum of HK\$500 per year for each Insured Person during the Period of Insurance.

Total maximum amount payable under this Section for each Insured Person shall not exceed HK\$3,000 per year during the Period of Insurance.

SECTION 4 DENTAL EXPENSES

The Company will pay two-thirds of the actual expenses necessarily and reasonably 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 that such treatment and service are received from a Dentist in Hong Kong.

The maximum amount payable under this Section for each Insured Person shall not exceed HK\$2,500 per year during the Period of Insurance.

SECTION 5 REPATRIATION EXPENSES

The Company will pay the necessary and reasonable expenses actually incurred in repatriating the Insured Person or his/her mortal remains to the country of residence for the Insured's contractual liability to repatriate the Insured Person before the expiry of the Insured Person's term of employment under the following circumstances and conditions:

- (a) in the event of serious sickness or Bodily Injury resulting in the Insured Person being certified by a Medical Practitioner as medically unfit to complete the term of contract of employment with the Insured provided that such repatriation shall be on a scheduled flight (economy class) and such repatriation shall include any transportation costs and ambulance transfer to and from the airport.
- (b) in the event of the Insured Person's death and such repatriation expenses shall include the Insured Person's post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in the country of residence.

The maximum amount payable under this Section for each Insured Person shall not exceed HK\$20,000 per year during the Period of Insurance.

SECTION 6 REPLACEMENT HELPER EXPENSES

The Company will pay the necessary and reasonable expenses (except salary) actually incurred by the Insured to employ a new domestic employee as replacement in the event that the Insured repatriates the Insured Person or returns his/her mortal remains to his/her country of residence and a valid claim is payable under Section 5 of this Policy.

The maximum amount payable under this Section for each Insured Person shall not exceed HK\$10,000 per year during the Period of Insurance.

SECTION 7 PERSONAL ACCIDENT

In the event that the Insured Person sustains Bodily Injury during his/her rest days in Hong Kong and during the Period of Insurance and such Bodily Injury is not covered by the Ordinance resulting in accidental death or permanent disablement as described hereunder occurring within 12 consecutive months from the date of such Accident, the following compensation shall be payable:

- | | |
|---|-------------|
| (a) Accidental death | HK\$100,000 |
| (b) Permanent Total Disablement | HK\$100,000 |
| (c) Loss of or permanent total loss of use of two or more limbs or loss of sight of both eyes | HK\$100,000 |
| (d) Loss of or permanent total loss of use of one limb and loss of sight of one eye | HK\$100,000 |
| (e) Loss of or permanent total loss of use of one limb or loss of sight of one eye | HK\$50,000 |

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

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

Provided always that:

1. The maximum amount payable under this Section for each Insured Person shall not exceed HK\$100,000 per year during the Period of Insurance.
2. In the event that 100% of the maximum benefits is paid under this Section, this Section shall then immediately cease to be in force with regard to the Insured Person.

SECTION 8 SERVICE INTERRUPTION COVER

If the Insured Person is confined in a Hospital as an in-patient on the recommendation of a Medical Practitioner for surgery or treatment of Bodily Injury or sickness causing loss or interruption of service to the Insured during the Period of Insurance and a valid claim is payable under Section 2 of this Policy, commencing from the 4th day of the Insured Person's confinement in a Hospital, the Company will pay the Insured HK\$200 for each full day of confinement.

The maximum amount payable under this Section for each Insured Person shall not exceed HK\$6,000 per year during the Period of Insurance.

This benefit is not payable for the first 3 consecutive days of confinement of the Insured Person in a Hospital.

SECTION 9 FIDELITY PROTECTION

The Company will pay the Insured's pecuniary loss directly resulting from the act of fraud or dishonesty committed by the Insured Person provided that:

- (a) the act of fraud or dishonesty must be committed during the Period of Insurance;
- (b) the act of fraud or dishonesty must be discovered during the Period of Insurance or within 30 days after the Policy expiry or within 30 days after death, dismissal or expiry of employment contract of the Insured Person, whichever is the sooner;
- (c) moneys due by the Insured to the Insured Person shall be deducted from any amount otherwise payable under this benefit;
- (d) discovery of any act of fraud or dishonesty must be reported to the Hong Kong Police within 24 hours;
- (e) it is the duty of the Insured to prove that his/her pecuniary loss is a direct result of the act of fraud or dishonesty committed by the Insured Person;
- (f) the maximum amount payable under this Section for each Insured Person shall not exceed
 - (i) HK\$3,000 for unauthorized telephone calls per year during the Period of Insurance;
 - (ii) HK\$10,000 per year during the Period of Insurance inclusive of paragraph (i) above.

SECTION 10 DOMESTIC HELPER LIABILITY

The Company will indemnify the Insured against legal liability in respect of

- (a) accidental death or bodily injury to any person not being a member of the Insured's Family nor a person who at the time of accident is engaged in and upon the service of the Insured; or
- (b) accidental damage to property not belonging to nor held in trust by nor in the custody or control of the Insured or a member of the Insured's Family or a person acting on behalf of the Insured

caused by the negligence of the Insured Person in the course of his/her employment with the Insured, occurring during the Period of Insurance within Hong Kong.

For the purpose of this Section 10 only, "the Insured" is deemed to mean the Insured and the Insured Person as specified in the Schedule.

In the event of the death of the Insured, the Company will in respect of liability incurred by the Insured indemnify the Insured's legal personal representative provided that such legal personal representative shall, as though he/she were the Insured, observe fulfil and be subject to the terms, exclusions and conditions of this Policy so far as they can apply.

The maximum amount payable under this Section in respect of legal liability caused by each Insured Person including costs and expenses shall not exceed HK\$100,000 per year during the Period of Insurance.

SECTION 11 REPLACEMENT COST OF MAIN DOOR LOCK OR METAL GATE LOCK

The Company will pay the necessary and reasonable expenses actually incurred for the replacement of main door lock or metal gate lock following the termination of employment contract with the Insured Person during the Period of Insurance due to:

- (a) discovery of any act of infidelity of the Insured Person and a valid claim is payable under Section 9 of this Policy; or
 - (b) serious sickness or Bodily Injury or death of the Insured Person resulting in repatriation and a valid claim is payable under Section 5 of this Policy
- provided that the replacement of the main door lock or metal gate lock must be undertaken within 7 days after the termination of employment contract and sufficient supporting documents of the termination of employment contract must be rendered and police report for paragraph (a) above or medical report for paragraph (b) above must be provided to the Company.

The maximum amount payable under this Section for each Insured Person shall not exceed HK\$500 per year during the Period of Insurance.

SECTION 12 FAMILY MEMBER MEDICAL EXPENSES

The Company will pay the actual medical expenses necessarily and reasonably incurred as a result of bodily injury of the Insured's Family member, living with the Insured and under 6 years old, caused by intentional malicious act of the Insured Person. Provided that:

- (a) the incident must be reported to the Hong Kong Police immediately and a medical report is filed;
- (b) the Insured Person must have been duly convicted of an offence by a court of Hong Kong as a result of commission of the malicious act; and
- (c) the maximum amount payable under this Section shall not exceed HK\$5,000 per year during the Period of Insurance.

SPECIAL EXCLUSIONS

APPLICABLE TO SECTION 1

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

- (1) the Insured's liability to employees of contractors to the Insured;
- (2) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (3) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (4) liability towards any person other than the Insured Person specified in this Policy;
- (5) any liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- (6) 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;
- (7) any liability arising from Pneumoconiosis or Noise-Induced Deafness or Mesothelioma;
- (8) any injury by Accident or Disease sustained by the Insured Person outside the Geographical Area;
- (9) 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.

APPLICABLE TO SECTIONS 2, 3, 5 AND 8

This Policy does not cover nor apply to any claim caused by or contributed to or resulting from:

- (1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization;
- (2) rest-cure or physical check-ups;
- (3) cosmetic surgery or plastic surgery, dental diagnosis, or optical consultation or treatment, or the provision of hearing aids or wigs unless necessitated by Bodily Injury for which this Policy offers indemnity;
- (4) vaccinations, immunization injections or preventive medication;
- (5) pulmonary tuberculosis after diagnosis as such geriatric nursing.

APPLICABLE TO SECTION 4

This Policy does not cover nor apply to any claim caused by or contributed to or resulting from:

- (1) one-third of the amount of each adjusted claim;
- (2) any routine examination, scaling, polishing or cleaning and crowning;
- (3) cost of any bridges, braces and dentures.

APPLICABLE TO SECTIONS 5 AND 6

The Company shall not be liable for any expenses for the transportation or repatriation of mortal remains of the Insured Person that does not originate from Hong Kong.

APPLICABLE TO SECTION 7

No benefits shall be payable under Section 7:

- (1) if the same event of Bodily Injury results in a claim under Section 1;
- (2) if the event of Bodily Injury does not occur during the rest days of the Insured Person;
- (3) if the Insured Person flying or taking part in any aerial activities except whilst travelling as a passenger in an aircraft and not a pilot or aircrew nor for the purpose of any trade or technical operation in or on the aircraft;
- (4) if the Insured Person engaging in or practicing for aqualung-diving, boxing, bungee jumping, climbing necessitating the use of ropes or guides, hang-gliding, hunting, ice-hockey, motor competition, parachuting, polo, potholing, racing (other than foot-racing), rafting, show-jumping, skydiving, steeple-chasing, water-ski jumping and tricks, winter sports, or sports in a professional capacity;
- (5) if the Insured Person taking part in illegal activities.

APPLICABLE TO SECTION 10

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

- (1) any liability which attached by virtue of an agreement but which would not have attached in the absence of such agreement;
- (2) the ownership or use or control of horses, mechanically-propelled vehicles, boats, lifts, aircraft model, aircraft or any kind of water craft;
- (3) any liability to the Insured or the Insured's Family members or relatives;
- (4) loss of or damage to property belonging to or in the custody or control of the Insured, Insured's Family members, Insured Person or Insured Person's Family members;
- (5) any liability arising from wilful act, malicious acts or intentional vandalism by the Insured Person;
- (6) fines, penalties, punitive aggravated or exemplary damages;
- (7) any food and drink poisoning.

GENERAL EXCLUSIONS (applicable to all Sections)

This Policy does not cover:

- (1) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - (b) any act of terrorism (except under Section 1) including but not limited to
 - (i) the use or threat of force, violence and/or
 - (ii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to nuclear radiation and/or contamination by chemical and/or biological agents by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to paragraph (a) or (b) above.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
 - (2) any liability, loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - (3) any liability whatsoever in respect of loss or losses directly or indirectly arising out of, resulting in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.
 - (4) any claim nor provide any benefits hereunder to the extent that the provision of such cover or payment of such claim or provision of such benefits would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws and/or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanctions, laws and/or regulations.
- If the Company alleges that by reason of this Exclusion, any loss, damage, liability, benefit, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
- (5) any claim arising from psychiatric or psychological disturbance;
 - (6) any routine or general medical check-ups;
 - (7) any claim arising from violation or attempted violation of the law or resistance to arrest;
 - (8) any claim arising from suicide or intentional self-inflicted injury (whether felonious or not) or any attempt thereof whether sane or insane;
 - (9) any claim arising from childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by an Accident;
 - (10) any claim arising from intoxication by alcohol, narcotics or drugs not prescribed by a Medical Practitioner and treatment in connection with addiction to drugs or alcohol;
 - (11) any claim arising from Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC) howsoever such syndrome or condition has been acquired or may be named;
 - (12) the Insured Person undergoing any treatment not prescribed or carried out by a Medical Practitioner;
 - (13) any claim arising from Bodily Injury or Accident or illness suffered by the Insured Person outside the Geographical Area;
 - (14) any claim or loss and expenses incurred outside the Geographical Area;
 - (15) any Insured Persons who are not aged between 18 - 65 during the Period of Insurance unless otherwise agreed and specified in the Schedule; and
 - (16) any claim arising from pre-existing injury, sickness or disease of the Insured Person prior to the inception of this Policy.

For the purpose of General Exclusions (16), "pre-existing injury, sickness or disease" means Bodily Injury, sickness or disease sustained by the Insured Person prior to the inception of this Policy and as a result of which medical treatment was received during the 3 consecutive months immediately preceding inception of this Policy but the said definition does not apply to Bodily Injury, sickness or disease for which no medical treatment is received during the first 3 consecutive months immediately following the inception of this Policy.

GENERAL CONDITIONS

(1) Interpretation

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

- (2) **Waiting Period**
A 14-day waiting period from the effective date of the insurance shall be applicable under Sections 2, 3, 4 & 8 during which no benefit shall be payable.
Waiting Period will be counted afresh from the attachment date of insurance cover effected on new replacement or additional Insured Person as if a new Policy had been taken out.
- (3) **Age Limit**
Unless otherwise specified in the Schedule, no coverage shall be provided for anyone who, at the time coverage would otherwise become effective, is under the age of 18 years or over 60 years of age and this Policy will be renewable up to the age of 65. This Policy shall not be renewable at the expiry of the Period of Insurance when the Insured Person shall have attained the age of 66 years.
- (4) **Conditions Precedent to Liability**
The due observance and fulfillment of the terms and conditions 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 the Insured, and the truth of the statements and answers in the Proposal and/or Declaration shall be conditions precedent to any liability of the Company to make any payment or to provide indemnity under this Policy.
- (5) **Precautions**
The Insured and the Insured Person shall take all reasonable precautions to prevent accidents and diseases and shall comply with all statutory obligations.
- (6) **Alteration in Risk**
The Insured shall give immediate written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the Period of Insurance including notice of changing of the Insured Person and notice of any disease physical or mental defect or infirmity affecting the Insured Person.
- (7) **Jurisdiction Clause**
This Company shall not be liable under this Policy in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong.
- (8) **Fraud**
If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Insured or the Insured Person to obtain any benefit under this Policy, all benefits hereunder shall be forfeited.
- (9) **Change in Insured Person**
In the event of any change in the identity of the Insured Person during the Period of Insurance, the same benefits less any amount already paid in respect of loss or damage sustained by the existing Insured Person shall be enjoyed by any new Insured Person replacing an existing Insured Person named in the Schedule or any subsequent endorsement.
- (10) **Claims Settlement**
Upon the occurrence of any event likely to give rise to a claim under this Policy,
(a) the Insured shall give immediate notice thereof in writing to the Company and shall within 30 days provide the Company with a detailed statement describing the occurrence of the event;
(b) the Insured shall at his/her own expenses furnish to the Company such certificate information and evidence as the Company may reasonably require;
(c) all expenses to be indemnified under this Policy shall in the first instance, be paid by the Insured and the original invoices and receipts are to be submitted with the claim form to the Company for reimbursement;
(d) any writ summons or other legal proceedings issued or commenced against the Insured or the Insured Person in relation to any event which may give rise to a claim under this Policy shall be notified to the Company in writing and forwarded to the Company immediately on receipt;
(e) the Company shall be entitled to undertake in the name and on behalf of the Insured or the Insured Person the absolute conduct, control and settlement of any proceedings instituted against the Insured or the Insured Person and the Insured or the Insured Person shall give all necessary information and assistance to enable the Company to settle or resist any such claim or proceedings;
(f) the Insured or the Insured Person shall not make any admission of liability offer promise payment or indemnity without the written consent of the Company.
- (11) **Other Insurance**
If at the time of the happening of any occurrence under this Policy there is any other insurance indemnifying the Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance. The provisions of this Condition (11) however shall not apply to any claim under Section 7 of this Policy.
- (12) **Subrogation**
The Company shall be entitled at its sole discretion to prosecute in the name of the Insured regarding 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.
- (13) **Proof of Loss**
It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his/her 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.
Death of the Insured Person shall be established by an official death certificate.
- (14) **Discharge of Liability**
Benefits payable under this Policy shall be paid to the Insured. Accrued benefits unpaid at the time of the Insured's death shall be paid to the Insured's legal personal representative. Receipt of payment of benefits by the Insured or the Insured's legal personal representative shall be a final and complete discharge of all liabilities of the Company under this Policy. The Insured Person or the Insured Person's legal personal representative shall have no right to claim from or sue the Company.
In the event of a claim under Section 1 of this Policy, the Company shall be entitled to effect claim payments directly to the claimant and such payment shall be a final and complete discharge of the Company's liability under this Policy in respect of such claim.
- (15) **Cancellation**
(a) The Policy may be cancelled at any time at the request of the Insured in writing to the Company. In the event of such cancellation, the Insured shall be then entitled to a refund of premium for an amount calculated in accordance with the Short Period Rates set out below subject to minimum premium of this Policy at HK\$400. The date of cancellation shall be the date that the Company actually receives the said request in writing.
Short Period Rates are defined as:

<u>Policy Period covered</u>	<u>Premium Refund</u>
Not exceeding 4 months	50% of annual rate
Not exceeding 5 months	40% of annual rate
Not exceeding 6 months	30% of annual rate
Not exceeding 7 months	20% of annual rate
Exceeding 7 months	Nil
- (i) In the event of cancellation for 1-year Policy, the premium refundable shall be calculated in accordance with the above Short Period Rates and in such case, annual rate means the first year premium paid.
(ii) In the event of cancellation within the 1st policy year for 2-year Policy, the 1st year premium refundable shall be calculated in accordance with the above Short Period Rates and the 2nd year premium paid shall be fully refunded. In the event of cancellation in the 2nd policy year, the 1st year premium shall not be refunded and the balance of the 2nd year premium refundable shall be calculated in accordance with the above Short Period Rates and annual rate means the premium of the second year premium paid.
Notwithstanding anything stated to the contrary above, in the event any claim has arisen under this Policy prior to the date of cancellation, no refund of premium shall be made by the Company.
- (b) The Company may at any time cancel this Policy by giving 7 days' written notice to the Insured posted by registered mail to the Insured's address last notified to the Company. Proof of mailing shall be sufficient proof of notification. The Company will thereupon refund to the Insured the proportionate part of any premium paid in respect of the unexpired Period of Insurance and subject to a minimum retaining premium of HK\$400.
- (16) **Assignment**
This Policy is not assignable and the Company shall not be bound to accept or be affected by any notice of any trust charge lien assignment dealing with this Policy.
- (17) **Arbitration**
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 arbitrator, 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 the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 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 have been abandoned and shall not thereafter be recoverable hereunder.
- (18) **Avoidance of Certain Terms and Right of Recovery**
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 the amount to the Company.
- (19) **Governing Law**
This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.
- (20) **Exclusion of Rights of Third Parties under Contracts (Rights of Third Parties) Ordinance**
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.

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