



HELPER INSURANCE POLICY

1 COVER

- 1.1 The Insured or the proposer on behalf of the Insured having applied for Insurance expressed herein and completed the Proposal Form and Declaration which shall be the basis of this contract and is deemed to be incorporated herein and having paid or agreed to pay the Premium as consideration for the Insurance, CMB Wing Lung Insurance Company Limited ("the Company") will subject to the terms conditions and exclusions contained herein and endorsed hereon indemnify or pay the Benefits as referred to in the Schedule to the Insured or in the case of death of the Insured to the Insured's legal personal representative in respect of any or all of the contingencies hereinafter defined happening during the Period of Insurance provided the due observance and fulfilment of all the terms conditions obligations and exclusions contained herein or endorsed hereon by the Insured shall be a condition precedent to any liability on the part of the Company under this Policy.
- 1.2 For the purpose of this Policy and where the context permits, words and expressions importing the masculine gender include the feminine and neuter genders.

2 DEFINITIONS

- 2.1 "Accident" means an accident or a series of accidents arising out of one event.
- 2.2 "Bodily Injury" means injury to the Insured Helper caused solely and directly by sudden unforeseen and unexpected event of violent accidental external and visible nature which injury shall independently of any other cause, and shall exclude bodily injury caused by sickness or disease, bacterial or viral infection not occurring through an accidental cut or wound.
- 2.3 "Clinic" means any clinic registered under the Medical Clinics Ordinance (Chapter 343 of the laws of Hong Kong) as amended from time to time, any general out-patient clinic, any specialist out-patient clinic managed by the Hospital Authority, the out-patient department of any Hospital, and any facility or centre operated and managed by one (1) or more than one (1) Registered Medical Practitioner, Registered Chinese Medicine Practitioner or Registered Physiotherapist.
- 2.4 "the Company" means CMB Wing Lung Insurance Company Limited.
- 2.5 "Disease" means a disease contracted by the Insured Helper due to the nature of his/her employment with the Insured.
- 2.6 "Geographical Area" means the territorial limits of Hong Kong SAR unless otherwise specified in the schedule.
- 2.7 "Hospital" means any public hospital or prescribed hospital within the meaning of the Hospital Authority Ordinance (Chapter 113 of the laws of Hong Kong) as amended from time to time and any hospital registered under the Hospitals, Nursing Homes and Maternity Homes Registration Ordinance (Chapter 165 of the laws of Hong Kong) as amended from time to time, but excluding any or all nursing homes and maternity homes.
- 2.8 "Hospitalization" means a Hospital confinement of a minimum period of twelve (12) consecutive hours as recommended by a Registered Medical Practitioner or when the Insured Helper is confined to undergo surgery in an operating theatre in a Hospital or when the Insured Helper is charged by a Hospital for daily room and board.
- 2.9 "Insured" means the person named in the schedule who is the legal employer of the Insured Helper.
- 2.10 "Insured Helper" means the domestic helper named in the schedule who is legally employed by the Insured and is eligible for and covered by the insurance provided in this Policy.
- 2.11 "Loss of Limb" means loss by physical severance or total and permanent loss of use of a hand or foot at or above the wrist or ankle or of an arm or leg at or above elbow or knee.
- 2.12 "Loss of Sight" means complete and irrecoverable and irremediable loss of all sight of an eye.
- 2.13 "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) as amended from time to time.
- 2.14 "the Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong) as amended from time to time.
- 2.15 "Period of Insurance" means the period specified in the schedule and any subsequent period for which the Insured shall have paid the premium and the Company shall have accepted a renewal premium.
- 2.16 "Permanent Total Disablement" means disablement that results from Bodily Injury and occurs within twelve (12) months from the date of such Bodily Injury in which the Insured Helper is permanently and totally disabled and prevented from engaging in any occupation or employment for remuneration or profit for which the Insured Helper is reasonably qualified by reason of his/her education, training or experience and any activities which would normally be carried out by the Insured Helper in his/her daily life for a continuous period of not less than twelve (12) calendar months.
- 2.17 "Policy" means this Policy, the proposal form, the schedule, endorsement(s) or amendment(s) signed by an authorized representative of the Company and any other schedule attached hereto from time to time.
- 2.18 "Pre-existing Condition" means sickness, illness, injury or medical condition that already existed before the effective date of the Period of Insurance of which treatment was received and/or signs or symptoms already presented and/or are known to the Insured Helper or should have reasonably been aware.
- 2.19 "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) as amended from time to time.
- 2.20 "Registered Chinese Medicine Practitioner" means a registered Chinese medicine practitioner (other than the Insured, Insured's or Insured Helper's immediate family member, business partner, employer or employee, unless prior written approval from the Company has been obtained) registered under the Chinese Medicine Ordinance (Chapter 549 of the laws of Hong Kong) as amended from time to time.
- 2.21 "Registered Dentist" means a registered dentist of the Dental Council of Hong Kong (other than the Insured, Insured's or Insured Helper's immediate family member, business partner, employer or employee, unless prior written approval from the Company has been obtained) registered pursuant to the Dentists Registration Ordinance (Chapter 156 of the laws of Hong Kong) as amended from time to time.

- 2.22 "Registered Medical Practitioner" means a registered medical practitioner of the Medical Council of Hong Kong (other than the Insured, Insured's or Insured Helper's immediate family member, business partner, employer or employee, unless prior written approval from the Company has been obtained) registered pursuant to Medical Registration Ordinance (Chapter 161 of the laws of Hong Kong) as amended from time to time.
- 2.23 "Registered Physiotherapist" means a registered physiotherapist (other than the Insured, Insured's or Insured Helper's immediate family member, business partner, employer or employee, unless prior written approval from the Company has been obtained) registered pursuant to the Supplementary Medical Professions Ordinance (Chapter 359 of the laws of Hong Kong) as amended from time to time.
- 2.24 "Registered Pharmacist" means a registered pharmacist of the Pharmacy and Poisons Board of Hong Kong (other than the Insured, Insured's or Insured Helper's immediate family member, business partner, employer or employee, unless prior written approval from the Company has been obtained) registered pursuant to the Pharmacy and Poisons Ordinance (Chapter 138 of the laws of Hong Kong) as amended from time to time.
- 2.25 "Sickness" means Disease or illness contracted by the Insured Helper during the Period of Insurance under this Policy and shall exclude any Pre-existing Condition.

3. EVENTS/BENEFITS LIMIT

Section 1 – EMPLOYEES' COMPENSATION

If the Insured Helper in the Insured's immediate employ 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 his/her employment with the Insured, the Company will subject to Policy Limit of Indemnity hereunder and to terms conditions and exclusions as contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "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 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 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 the truth of the statements and answers in the Proposal Form 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 indemnifies the Insured's legal personal representatives pursuant to 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 so far as they can apply.

Policy Limit of Indemnity

- (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 Helper 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 the Insured Helper due to the nature of his/her employment with the Insured during a period that extends over more than one Period of Insurance:
- the aggregate of the Company's indemnity to the Insured under all insurance policies issued by the Company including costs and expenses shall not exceed the policy limit of indemnity of the insurance policy that was in force at the time the nature of the Insured Helper's employment to which such Disease was due first affected the Insured Helper; and
 - 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 Helper'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 in respect of more than one Insured, the limitations of the Company's indemnity 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 thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss, damages 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 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 11 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.

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 Terrorism Endorsement, the burden of proving the contrary shall be upon the Insured.

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

Words and phrases in this Terrorism Endorsement shall have the same meaning as in this Policy.

Section 2 – CLINICAL EXPENSES

In the event the Insured Helper requires medical treatment from a Clinic for Bodily Injury or sickness, and if such clinical expenses are payable by the Insured pursuant to the employment contract of the Insured Helper the Company will pay the necessary and reasonable expenses actually incurred (after deduction of any sums recovered or recoverable from all other sources) up to HK\$300 per visit per day during the Period of Insurance, provided such treatment is received from a Registered Medical Practitioner.

This includes expenses incurred for medicines and medical supplies that are dispensed by a Registered Pharmacist with a prescription issued by a Registered Medical Practitioner.

The Company will also pay the necessary and reasonable expenses actually incurred for treatment by a Registered Physiotherapist (provided that the first medical treatment was received from a Registered Medical Practitioner) or treatment (including bone-setting and acupuncture) by a Registered Chinese Medicine Practitioner up to HK\$100 per visit per day and the total maximum amount payable by the Company is HK\$500 per year.

Provided that the total maximum amount payable by the Company under this section is HK\$3,000 per year.

Section 3 – HOSPITALIZATION AND SURGICAL EXPENSES

In the event the Insured Helper while being admitted as an inpatient in a Hospital for surgery or treatment of Bodily Injury or Sickness during the Period of Insurance, and if such Hospital expenses are payable by the Insured pursuant to the employment contract of the Insured Helper, the Company shall reimburse the Insured for necessary and reasonable medical expenses actually incurred (after deduction of any sums recovered or recoverable from all other sources) up to:

- (i) HK\$300 per day for room and board and other miscellaneous Hospital services;
- (ii) HK\$10,000 per surgery or surgical operation and/or disability;
- (iii) 25% of the amount payable under (ii) above for anesthesia and its administration but not exceeding HK\$2,500 per disability;
- (iv) 12.5% of the amount payable under (ii) above for the use of operating theatre but not exceeding HK\$1,250 per disability.

Provided that:

- (a) The total maximum amount payable by the Company under this Section is HK\$20,000 per year.
- (b) The Hospitalization is a direct result of Bodily Injury occurring or sickness contracted and commencing during the Period of Insurance.

Section 4 – TEMPORARY HELPER ALLOWANCE

The Company shall reimburse the Insured for reasonable and actual expenses incurred due to engagement of service of a temporary helper necessitated by the Insured Helper's Hospitalization as an in-patient for treatment or surgery up to HK\$200 per day commencing from the 4th day of each continuous Hospital confinement of the Insured Helper.

Provided that:

- (a) This temporary helper allowance is not payable for the first three days of the Insured Helper's Hospital confinement.
- (b) A valid claim is payable under Section 3 – Hospitalization and Surgical Expenses or Section 10 – Additional Major Illness Medical Coverage (Optional) of this Policy.
- (c) The temporary helper engaged is not an immediate family member of the Insured or related to the Insured by blood or a person residing with the Insured.
- (d) The maximum amount payable by the Company under this Section is HK\$6,000 per year.

Section 5 – DENTAL EXPENSES

In the event the Insured Helper requires dental attention such as oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease during the Period of Insurance, and if such dental expenses are payable by the Insured pursuant to the employment contract of the Insured Helper, the Company will pay two-thirds of the necessary and reasonable expenses actually incurred, provided such treatment is received from a Registered Dentist, except for:

- (i) Routine dental examination;
- (ii) Scaling, polishing or cleaning;
- (iii) Any cost of bridges, crowns, braces or dentures; or
- (iv) Dental prosthetics involving precious alloy restorations.

Provided that the maximum amount payable by the Company under this Section is HK\$1,500 per year.

Section 6 – PERSONAL ACCIDENT BENEFITS

In the event the Insured Helper sustains Bodily Injury during his/her rest days not arising out of employment within the Geographical Area and within the Period of Insurance and such Bodily Injury solely and directly results in the following events within twelve (12) consecutive calendar months from the date of Accident thereof, the Company will pay to the Insured Helper or his/her legal personal representatives as the case may require:

| INSURED EVENT | MAXIMUM COMPENSATION |
|---|----------------------|
| Accidental Death | HK\$200,000 |
| Permanent Total Disablement | HK\$200,000 |
| Loss of two or more Limbs | HK\$200,000 |
| Loss of Sight of both eyes | HK\$200,000 |
| Loss of one Limb and Loss of Sight of one eye | HK\$200,000 |
| Loss of one Limb or Loss of Sight of one eye | HK\$100,000 |

Provided that the maximum amount payable by the Company under this Section is HK\$200,000 per year.

Section 7 – REPATRIATION EXPENSES

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

- (i) In the event of serious sickness or Bodily Injury resulting in the Insured Helper being certified by a Registered Medical Practitioner as medically unfit to complete the term of contract of employment with the Insured, the cost of repatriating the Insured Helper by a scheduled economy class flight and the cost of ambulance transfer to and from the airport.
- (ii) In the event of the Insured Helper's death, the actual cost incurred in returning the mortal remains to the airport nearest to the place of burial in his/her country of residence.

Provided that the maximum amount payable by the Company under this Section is HK\$20,000 per year.

Section 8 – REPLACEMENT HELPER EXPENSES

The Company will reimburse the Insured necessary and reasonable expenses (except salary) actually incurred by the Insured to employ a new domestic helper in the event that the Insured repatriates the Insured Helper or returns his/her mortal remains to his/her country of residence and a valid claim is payable under Section 7 – Repatriation Expenses of this Policy.

Provided that the maximum amount payable by the Company under this Section is HK\$3,000 per year.

Section 9 – FIDELITY PROTECTION

The Company will reimburse the Insured for financial loss directly resulting from fraud or dishonest act committed by the Insured Helper.

Provided that:

- (a) The fraud or dishonest act must be committed during the Period of Insurance.
- (b) The fraud or dishonest act must be discovered during the Period of Insurance or within fifteen (15) days after the expiry of this Policy.
- (c) The fraud or dishonest act must be discovered within fifteen (15) days after the death, dismissal or expiry of contract of employment of the Insured Helper.
- (d) Moneys due by the Insured to the Insured Helper shall be deducted from any amount otherwise payable under this Section.
- (e) Discovery of any fraud or dishonest act must be reported to the police within twenty-four (24) hours of discovery.
- (f) The burden of proof rests on the Insured to substantiate that his/her direct financial loss is a result of fraud or dishonest act committed by the Insured Helper.
- (g) The maximum amount payable by the Company under this Section is HK\$5,000 per year.

Section 10 – ADDITIONAL MAJOR ILLNESS MEDICAL COVERAGE (OPTIONAL)

(Applicable only if the schedule shows that the cover has been selected)

The Company agrees that if the Insured Helper is diagnosed as suffering from cancer, heart disease and/or stroke by a Registered Medical Practitioner during the Period of Insurance, the Company shall reimburse the Insured for necessary and reasonable medical expenses actually incurred up to:

(a) Clinical Expenses

HK\$300 per visit per day, provided such treatment is received from a Registered Medical Practitioner.

Provided that the maximum amount payable by the Company under "Clinical Expenses" of this Section is HK\$3,000 per year.

(b) Hospitalization and Surgical Expenses

- (i) HK\$300 per day for room and board;
- (ii) HK\$15,000 for miscellaneous Hospital charges per disability;
- (iii) HK\$30,000 per surgery or surgical operation per disability;
- (iv) 35% of the amount payable under (iii) above for anesthesia and its administration but not exceeding HK\$7,000 per disability;
- (v) 25% of the amount payable under (iii) above for the use of operating theatre but not exceeding HK\$5,000 per disability;

Provided that the total maximum amount payable by the Company under this Section is HK\$120,000 per year.

Exclusions applicable to Section 1

The Company shall not be liable under Section 1 – Employees' Compensation of this Policy in respect of:

- (a) Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (b) Any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (c) Any injury by Accident or Disease sustained outside the Geographical Area;
- (d) The Insured's liability to any person who is not an employee of the Insured pursuant to the Ordinance;
- (e) Any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness;
- (f) 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; or
- (g) 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.

Asbestos Exclusion Clause

Notwithstanding anything contained to the contrary, this insurance does not apply to and does not cover any actual or alleged liability for Bodily Injury (including illness, Disease or death) or personal injury directly or indirectly contributed to, arising out of or resulting from:

- (A) Mining processing, testing, remediation, transportation, disposal, sale, use, removal, distribution and/or storage of asbestos or any materials containing asbestos;
- (B) Manufacture of asbestos products;
- (C) The existence of or exposure to asbestos or asbestos containing materials.

The above sub-sections (A), (B) & (C) exclusions apply only to those claims arising in consequence of inhalation and/or ingestion of asbestos fibre or damage to or loss of use of property due to the presence of asbestos or any materials containing asbestos in whatever form or quantity.

Self-employed Person & Sole Proprietor Exclusion

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in this Policy or endorsed thereon, the Company shall not indemnify the Insured in respect of liability for death of or Bodily Injury or Disease or illness to any self-employed person and/or sole proprietor arising out of or in the course of performance of the business or occupation or contract work of the Insured.

Exclusions applicable to Sections 2, 3, 4, 5, 6, 7, 8, 9 and 10

The Company shall not be liable for any claim for loss which arises directly or indirectly, wholly or partly from:

- (a) Any violation or attempted violation of the law or resistance to arrest;
- (b) Strikes or taking part in civil labour or political disturbance under restoration of public order;
- (c) Engaging in boxing, wrestling or any form of unarmed combat, winter sports, ice hockey, rugby, polo, underwater activities requiring breathing apparatus, water ski-jumping, windsurfing, climbing or mountaineering requiring ropes or guides, pot-holing and caving, parachuting, hang-gliding, bungee-jumping, show-jumping, hunting, boating or yachting beyond five (5) kilometers of any coastline, motor cycling (or traveling on motor cycle), racing of any kind or playing any sports professionally and any other hazardous activities or pursuits unless the written consent of the Company has been obtained and the appropriate additional premium, if any, has been paid;
- (d) Engaging in air travel except as a passenger in a properly licensed aircraft operated by a licensed commercial passenger airline on a regular scheduled passenger trip over its established passenger route;

- (e) Any Pre-existing Condition;
- (f) Cosmetic or plastic surgery unless due to Bodily Injury resulting from an Accident for which this Policy covers;
- (g) Venereal disease, congenital anomalies and deformities, infertility or sterilization;
- (h) Vaccinations, immunization or preventive medication;
- (i) Expenses incurred for treatment of injury after one hundred and eighty (180) days of from the date of Accident;
- (j) Rest cure or general physical check-up;
- (k) Installation and cost of hearing aids, eye examination for the correction of vision or fitting of glasses;
- (l) Nervous or mental disease or disorder;
- (m) Alcohol and/or drug addiction; or
- (n) Kidnap and/or ransom.

Exclusion applicable to Sections 2, 3

The Company shall not be liable for any claim for loss which arises directly or indirectly, wholly or partly from heart disease, cancer or stroke.

Exclusions applicable to Section 6

The Company shall not be liable under Section 6 – Personal Accident Benefits of this Policy in respect of any Bodily Injury or death:

- (a) Arising out of and in the course of employment;
- (b) Consequent upon Sickness or Disease (not resulting from Bodily Injury resulting from an Accident); or
- (c) Due to a gradually operating cause.

Exclusion applicable to Section 10

The Company will not make any payment for cancer, heart disease or stroke which already existed before the effective date of the Period of Insurance of which treatment was received and/or signs or symptoms already presented and/or are known to the Insured Helper or should have reasonably been aware.

4. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The Company shall not be liable for any loss, damage or liability whatsoever directly or indirectly, wholly or partly from:

- (a) war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- (b) nuclear weapons material or ionizing radiation or contamination by radioactivity from nuclear waste or from the combustion of nuclear fuel; for the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or fusion;
- (c) Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat, whether sane or insane;
- (d) Childbirth, pregnancy, miscarriage, abortion and/or associated complications notwithstanding that such event may have been accelerated or induced by an Accident;
- (e) Intoxication by alcohol, narcotics or drugs not prescribed by a Registered Medical Practitioner, and treatment in connection with addiction to drugs or alcohol;
- (f) Sexually transmissible diseases including Acquired Immune Deficiency Syndrome (“AIDS”) or AIDS Related Complex (“ARC”);
- (g) An opportunistic infection of malignant neoplasm if, at the time of the claim, the Insured Helper is diagnosed as having AIDS, ARC or as having an antibody positive blood test to Human Immune Virus (HIV-1 or HIV-2);
- (h) Any Bodily Injury, Sickness, Accident or event which occurred outside of the Geographical Area; or
- (i) Expenses incurred or treatment (whether medical or dental) received outside of the Geographical Area.

5. SPECIAL EXCLUSION ENDORSEMENTS (NOT APPLICABLE TO SECTION 1)

5.1 WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any liability assumed by the Insured on loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

5.2 TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, death, injury, illness, 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 the Company alleges that by reason of this exclusion, any loss, damage, death, injury, illness, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured Helper.

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

5.3 NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This exclusion clause excludes Nuclear Energy Risks, for all purpose of this exclusion the term “Nuclear Energy Risks” shall mean all first party and/or third-party insurances (other than Workers’ Compensation or Employers’ Liability) in respect of:

- (i) All Property on the site of a nuclear power station.
Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- (ii) All Property, on any site (including but not limited to the sites referred to in (i) above) used or having been used for:
 - (a) the generation of nuclear energy or
 - (b) the Production, Use or Storage of Nuclear Material.

- (iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (iv) The supply of goods and services to any of the sites, described in (i) to (iii) above, unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:

- (i) Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (i) to (iii) above (including contractors' plant and equipment).
- (ii) Any Machinery Breakdown or other Engineering insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- (1) The provision of any insurance whatsoever in respect of:
 - (a) Nuclear Material,
 - (b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or – for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- (2) The provision of any insurance for the undernoted perils:
 - fire, lightning, explosion,
 - earthquake,
 - aircraft and other aerial devices or articles dropped therefrom,
 - irradiation and radioactive contamination,
 - any other perils insured by the relevant local Nuclear Insurance Pool and/or Association,

in respect of any other property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

"Nuclear Material" means:

- (i) nuclear fuel, other than natural uranium and depleted uranium, capable of production energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and
- (ii) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- (i) any Nuclear Reactor,
- (ii) any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and
- (iii) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials or whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (i) for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and
- (ii) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

6 WAITING PERIOD

6.1 Number of Days

A 15-day waiting period from the effective date of the Insured Helper's insurance shall be applicable to Sections 2, 3, 4, 5 and 10 during which no benefit shall be payable by the Company arising out of sickness of the Insured Helper.

6.2 Waiver of Waiting Period

Notwithstanding anything contained herein to the contrary, the 15-day waiting period (as per the above 6.1) shall not apply to the Insured Helper who has been employed by the Insured and also already insured with the Company for more than 15 consecutive days prior to the effective date of the renewal Policy.

7 CONDITIONS

7.1 Age Limit

The Insured Helper who is:

- (i) aged between 18 and 60 on the effective date of this insurance or
- (ii) aged below 66 on subsequent insurance renewal.

7.2 Due Observance

The due observance and fulfilment of all the terms, conditions and endorsements of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any person acting on his/her behalf claiming to be indemnified shall be conditions precedent to any liability of the Company to make any payment under this Policy.

7.3 Misrepresentation/Fraud

If the Proposal Form and/or Declaration of the proposer or the Insured are untrue in any respect or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom or if this Policy or any renewal thereof shall have been obtained through any misstatement misrepresentation or suppression then this Policy shall be void and no claim shall be payable by the Company.

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 to make any payment in respect of such claim.

7.4 Claim Prevention

The Insured and the Insured Helper shall take all reasonable precautions to prevent any Accident, Disease and/or claim under this Policy and shall comply with all statutory obligations.

7.5 Assignment

No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed thereon.

7.6 Renewal Agreement and Procedure

Payment of premium, as specified by the Company, when due will renew this Policy for another one (1) or two (2) year(s) (as the case may be) until the next renewal premium due date, but subject to review or revision by the Company at the end of the Period of Insurance, unless this Policy has otherwise been cancelled as set out below under Condition 7.7.

The Company reserves the right to amend any terms and conditions, including but not limited to the renewal premium rates or compensation benefits or exclusions of this Policy at the time of renewal of this Policy. The Company will not be obliged to reveal the reasons for such amendments or non-renewal.

Prior to renewal of this Policy, the Insured must 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 Helper.

7.7 Cancellation

- (a) The Company may cancel this Policy by giving 7 days written notice by registered letter to the Insured at his/her last known address provided that the Company shall in that event return to the Insured the unearned portion of premium on a pro-rata basis.
- (b) This Policy may be cancelled at any time by the Insured by giving 7 days written notice to the Company and provided that no claim has been made during the current Period of Insurance, the premium payable shall be adjusted on the basis that the Company shall retain the customary short-term premium in accordance with the following table and the balance will be refunded to the Insured as follows:

Short Period Rate Table

| Policy Period | | Premium to be charged | |
|--------------------|----------|-----------------------|-------------------|
| Not exceeding | 1 month | 10% | of annual premium |
| | 2 months | 20% | |
| | 3 months | 30% | |
| | 4 months | 40% | |
| | 5 months | 50% | |
| | 6 months | 60% | |
| | 7 months | 70% | |
| | 8 months | 80% | |
| | 9 months | 90% | |
| 10 months or above | | Full annual premium | |

The premium to be charged as listed in the table above is subject to the Minimum Premium and annual premium as stipulated in the Policy Schedule. For 2-year coverage policies, (i) if cancellation shall take place in the 1st Policy Year, in addition to the balance of the 1st year premium refundable which is to be calculated in accordance with the above table, the 2nd year premium paid will also be fully refunded and in such case reference to annual premium shall mean the 1st year premium paid; and (ii) if cancellation shall take place in the 2nd Policy Year, the balance of the 2nd year premium refundable is to be calculated in accordance with the above table and reference to annual premium shall mean the 2nd year premium paid.

7.8 Claims Settlement

(a) Claims Notification

Written notice shall be given to the Company within thirty (30) days of any occurrence likely to give rise to a claim under this Policy, containing a detailed statement describing the loss circumstances, all relevant information with full particulars and evidence as the Company may request. All claims shall be supported with documentary proof to the satisfaction of the Company.

For claims under Section 1 of Event/Benefit, the Insured must:

- (i) comply with the Ordinance to complete and give "Notice by Employer of the Death of an Employee or of an Accident to an Employee resulting in Death or Incapacity" ("Notice") to the Labour Department within the prescribed time limit;
- (ii) submit to the Company one (1) copy of the above Notice at the same time;
- (iii) submit to the Company all original sick leave certificates and medical receipts whereas one copy should be kept by the Insured;
- (iv) submit to the Company all original documents and correspondence pertaining to the claim and certificates of assessment issued by the Employees' Compensation (Ordinary/Special Assessment) Board of the Labour Department; and
- (v) give notice to the Company in writing immediately if and when the Insured becomes aware of any intention to prosecute the Insured or of any impending prosecution or any inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter, claim, writ, summons and process in relation to a claim under this Policy must be forwarded to the Company immediately on receipt.

For claims under Section 6 of Event/Benefit, the Insured must:

- (i) submit to the Company examination reports issued by Registered Medical Practitioners giving details on the nature of Bodily Injury and the extent and period of disability;
- (ii) submit to the Company the police reports where relevant and if death shall have resulted, a copy of the death certificate and the relevant coroner's findings of the death inquest; and
- (iii) assist the Company to make a post-mortem examination of the dead body in the case of death where any reasonable doubt exists as the cause thereof.

(b) Claims Control by the Company

The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim, demand or proceedings against the Insured. In that event:

- (i) the Insured shall provide all such information and assistance and forward all such documents and other records to the Company for the conduct of such claim, demand or proceedings as the Company in its discretion may from time to time require; and
- (ii) the Insured shall not without the written consent of the Company incur any expenditure in connection with any such claim, demand or proceedings or make any payment, admission offer or enter into any settlement whatsoever.

(c) Waiver of Claims

The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way. No benefit will be payable by the Company under this Policy if there is any breach of this provision.

(d) 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 Helper from time to time or in the case of death upon reasonable notice to the Insured Helper's legal personal representative to have a post-mortem examination of the body. The death of the Insured Helper shall be established by an official death certificate. Any claim arising from the death of the Insured Helper shall be payable to the Insured Helper's legal personal representative.

7.9 Entire Contract: Changes

This Policy, including the Policy schedule, and the endorsements and amendments, if any, will constitute the entire contract between the parties in respect of its content. No change in this Policy shall be valid unless approved by the Company and evidenced by endorsement or amendment.

7.10 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 such amount to the Company.

7.11 Change in Risk

The Insured shall give immediate written notice to the Company of any material fact affecting this Policy which has come to the Insured's notice during the Period of Insurance including notice of any disease, physical or mental defect or infirmity affecting the Insured Helper and the Insured Helper will soon reach his/her 66th birthday.

7.12 Change in Insured Helper

During the Period of Insurance, same benefits shall be payable for any new Insured Helper replacing an existing Insured Helper named in the schedule less any amount already paid in respect of loss or damage sustained by the existing Insured Helper.

7.13 Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609 of the laws of Hong Kong) as amended from time to time. If the parties fail to agree upon the choice of the 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 twelve (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 to have been abandoned and shall not thereafter be recoverable hereunder.

7.14 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.

7.15 Other Insurance

If at the time of the happening of any occurrence covered by this Policy, there is any other insurance covering the same liability or any part thereof the Company shall not be liable to pay or contribute more than its ratable proportion of any sum payable in respect of such occurrence.

7.16 Jurisdiction Clause

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.

7.17 Governing Law

This Policy shall be governed by and construed in accordance with the laws of Hong Kong and any disputes or differences that arise under this Policy shall be settled in accordance with the laws of Hong Kong SAR and the exclusive jurisdiction of Hong Kong SAR.

7.18 Contracts (Rights of Third Parties) Ordinance Clause

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

7.19 Minimum Retained Premium Clause

Notwithstanding anything contained herein to the contrary of this Policy, in the event of any Policy amendment including cancellation requested by the Insured on or after the effective date of the Policy, the premium retained by the Company shall be subject to a minimum and non-refundable premium stated otherwise in the Policy schedule or endorsement.

7.20 Sanction Limitation and Exclusion Clause

The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company 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.

7.21 Language

The Chinese version of this Policy is for reference only. Should there be any discrepancies between the Chinese version and the English version, the English version shall prevail.

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

招商局集團成員公司
A Member Company of China Merchants Group

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