



Sompo Insurance (Hong Kong) Co., Ltd.

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HELPERJOY INSURANCE POLICY

Please read this Policy carefully upon receipt and promptly request for any necessary amendments

This Policy is a contract entered into between The Policyholder and the Company on the basis of the information in the application, proposal and declaration, whether submitted in a written form or by any electronic mean. Subject to the terms of the Policy and any endorsements to it, the Company will indemnify the Policyholder in the manner and to the extent described in the Policy.

Please read this Policy together with Your Policy Schedule to make sure You know what cover is provided.

DEFINITIONS

The definitions below apply to the following words and phrases wherever they appear in this Policy, the policy schedule or any subsequent endorsements attached to this Policy.

Accident

An event occurring entirely beyond the Policyholder's or Insured Helper's control and is caused by violent, external and visible means.

Anaesthetist

A registered Medical Practitioner (other than the Policyholder, the Insured Helper, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policyholder and/or Insured Helper) who is registered under Anaesthesiology of Specialist Register of the Medical Council of Hong Kong or a person with at least an equivalent qualification to practice in the place where medical expenses are incurred.

Chinese Medical Practitioner

A practitioner (other than the Policyholder, the Insured Helper, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policyholder and/or Insured Helper) who is registered with the Chinese Medicine Council of Hong Kong according to the Chinese Medicine Ordinance Chapter 549 of the Laws of Hong Kong and is legally qualified to practice Chinese medicine in Hong Kong.

Chiropractor

A person (other than the Policyholder, the Insured Helper, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policyholder and/or Insured Helper) who is (i) duly qualified and legally registered with the Chiropractors Council pursuant to the Chiropractors Registration Ordinance (Chapter 428, Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and (ii) legally authorized for practicing chiropractic in the locality where the treatment is provided to an Insured Helper.

Dentist

A person (other than the Policyholder, the Insured Helper, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policyholder and/or Insured Helper) who is (i) duly registered with the Dental Council of Hong Kong pursuant to the Dentists Registration Ordinance (Chapter 156, Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and (ii) legally authorized for rendering dental treatments or services in the locality where the treatment is provided to an Insured Helper.

Geographical Area

The territorial limits of Hong Kong

Hong Kong

The Hong Kong Special Administrative Region of the People's Republic of China.

Hospital

An establishment duly constituted and registered as a hospital for the care and treatment of sickness and injured persons and which

- (1) has organized facilities for diagnosis, treatment and major surgery;
- (2) provides 24 hours a day nursing services by registered nurses; is under the supervision of a legally qualified and registered Medical Practitioner;
- (3) is not primarily a clinic, a place for custodial care, alcoholic or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

Illness or Disease or Sickness

A condition marked by a pathological deviation from the normal healthy state of a human being.

Injury

An abnormal bodily condition arising from an Accident, which solely and independently of any other cause and is not due to any Illness, Disease or Sickness, (i) results in death or Permanent Total Disablement or (ii) necessitates medical and/or surgical treatment, within 12 calendar months from the date of Accident.

Insured Helper

The named domestic helper in the Schedule or any subsequent endorsement who is lawfully employed by You and eligible for and covered by the insurance provided in this Policy

Legislation

The "Employees' Compensation Ordinance", Chapter 282 of the Laws of Hong Kong

Loss of Sight

Mean total and permanent loss of sight.

Loss of Limb

Mean physical severance of a hand at or above the wrist, a foot at or above the ankle, an arm at or above the elbow or a leg at or above the knee.

Loss of Hearing

Mean the entire and irrecoverable loss of hearing.

Loss of Speech

Mean the entire and irrecoverable loss of speech.

Loss of Use

Mean total functional disablement and is treated like the total loss of said limb or organ.

Medical Practitioner

A person (other than the Policyholder, the Insured Helper, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policyholder and/or Insured Helper) who is (i) duly registered with the Medical Council of Hong Kong pursuant to the Medical Registration Ordinance (Chapter 161, Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and (ii) legally authorized for rendering medical and surgical service as a practitioner of western medicine in the locality where the treatment is provided to an Insured Helper.

Policy

The entire policy contract among the Policyholder, the Insured Helper and the Company including this policy document, application, proposal and declaration form submitted or made by the Policyholder or his/her authorized representatives, the Policy Schedule and any endorsements thereto

Period of Insurance

The period of time specified in the Policy Schedule during which this Policy is effective, and You have paid or agreed to pay the premium.

Permanent Total Disablement

Mean disablement resulting from an Accident that prevents the Insured Helper from attending to his/her normal occupation for a minimum of 52 consecutive weeks and is certified at the end of that time by a Medical Practitioner acceptable to the Company to be a condition beyond any hope of improvement or recovery and will permanently and totally disable the Insured Helper from engaging in any gainful occupation.

Physiotherapist

A person (other than the Insured Helper, the Policyholder, or an insurance intermediary, employer, employee, immediate family member or business partner of the Policyholder and/or Insured Helper) who is (i) duly qualified and legally registered with the Supplementary Medical Professions Council of Hong Kong pursuant to the Supplementary Medical Professions Ordinance (Chapter 359, Laws of Hong Kong) or in relation to jurisdictions outside of Hong Kong, a body of equivalent standing; and (ii) legally authorized for practicing physiotherapy in the locality where the treatment is provided to an Insured Helper.

We/Us/The Insurer/ The Company

Sompo Insurance (Hong Kong) Co., Ltd.

You/Your/The Policyholder

The person named as the policyholder in the Policy Schedule and who is the lawful employer of the Insured Helper.

Your Family/The Policyholder's Family

Your spouse, children, parents and relatives ordinarily residing with You.

TABLE OF BENEFITS

Unless otherwise stated and subject to sub-limit as stated in any Section, the maximum liability in respect of each of the Insured Helper is shown under the Table of Benefits below:

Section	Summary of Benefits and Sub-Limits	Maximum Limits (HK Dollars)		
		Comprehensive Plan	Superior Plan	Basic Plan
1	Employees' Compensation Protect you, as the employer, against liability under the Employees' Compensation Ordinance if the Insured Helper sustains bodily injury by accident or disease arising out of and in the course of employment	100,000,000 per occurrence	100,000,000 per occurrence	100,000,000 per occurrence
2	Out-patient Benefit (a) Medical consultation (including prescription of medicines and drugs) provided by registered medical practitioner (b) Bonesetting, physiotherapy or chiropractic treatment provided by registered Chinese medical practitioner, physiotherapist or chiropractor	3,500 (a) 3,000 per year/ 150 per day (b) 500 per year/ 100 per day	4,000 (a) 3,000 per year/ 250 per day (b) 1,000 per year/ 150 per day	Not applicable
3	Hospitalisation and Surgical Benefit (a) Room and Board (including miscellaneous hospital charges) (b) Surgical Expenses (c) Anaesthetist's Fee (d) Operating Theatre Fee	20,000 (a) 300 per day (b) 12,000 per disability (c) 3,000 or 25% of surgical expenses (d) 1,800 or 15% of surgical expenses	25,000 (a) 350 per day (b) 15,000 per disability (c) 3,800 or 25% of surgical expenses (d) 2,300 or 15% of surgical expenses	
4	Dental Benefit Cover expenses on oral surgery, treatment of abscesses, X-rays, extractions or fillings provided by registered dentist for the Insured Helper as a result of dental disease	1,500 Limit per day: 2/3 of dental expenses	1,500 Limit per day: 2/3 of dental expenses	
5	Service Interruption Allowance Loss of service due to hospitalization of the Insured Helper for medical treatment	4,000 200 per day	6,000 300 per day	
6	Replacement Helper Expenses Extra employment agency fee and other replacement expenses due to the death or repatriation of the Insured Helper as a result of serious Injury, Illness or death	3,000	10,000	
7	Repatriation Expense Repatriation of the Insured Helper if certified as medically unfit to complete the contract, or in the event of death	20,000	20,000	
8	Personal Accident Accidental death or permanent total disablement of the Insured Helper resulting from injury during rest days in Hong Kong	100,000	150,000	
9	Personal Liability Cover the Insured Helper's legal liability towards third parties for their bodily injury or property damage caused by his/her negligence	100,000	200,000	
10	Fidelity Guarantee Cover the financial loss from any fraudulent or dishonest act committed by the Insured Helper	3,000	6,000	
11	Medical Expenses Cover for Abuse of Child Cover medical expenses for bodily injury (with evidence of police report and medical report) to your child under the age of 3 caused by the Insured Helper's intentional act	N/A	5,000	

Section 1 – Employees' Compensation

If the Insured Helper in the Policyholder's immediate service shall sustain bodily Injury by accident or disease during the Period of Insurance and arising out of and in the course of his or her employment by the Policyholder, the Company will subject to the Terms and Conditions contained in this Policy, indemnify the Policyholder against liability under the Legislation and/or Common Law for an amount not exceeding the applicable amount specified in the Schedule under the Legislation to pay compensation and claimant's costs and expenses in respect of such Injury and will in addition pay all costs and expenses incurred with the Company's prior written consent.

We shall also in the event of the death of the Policyholder indemnify the Policyholder's legal personal representatives subject to the Terms of this Policy in respect of liability incurred by the Policyholder provided that such legal personal representatives shall as though they were the Policyholder observe fulfill and be subject to the Terms of this Policy in so far as they are applicable.

Provided that in the event of any change in the Legislation affecting the Policyholder's liability, the Policy shall remain in force but the liability of the Policyholder shall be limited to such sums as the Company would have been liable to pay if the Legislation had remained unaltered.

The total maximum amount pay by the Company under this Section is HK\$100 million per occurrence.

We shall not be liable in respect of:

- i) any liability, which attaches by virtue of any contract (formal or informal) or other agreement but which would not have attached in the absence of such agreement.
- ii) any sum which the Policyholder would have been entitled to recover from any party but for an agreement between the Policyholder and such party.
- iii) any injury by accident or disease sustained outside Hong Kong, unless covered under the Legislation.
- iv) any person who is not an "employee" within the meaning of the Legislation.
- v) any liability arising from Pneumoconiosis and Mesothelioma or Noise-Induced Deafness.
- vi) any late payment surcharge for which the Policyholder may become liable under the Legislation.

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

Employees' Compensation Insurance - 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 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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

Section 2 – Out-patient Benefit

We will reimburse the Policyholder the following actual out-patient charges reasonably incurred by the Insured Helper for medically necessary treatment from a Medical Practitioner due to Illness, Sickness, Disease or Injury up to the maximum limit as stated in the Table of Benefits.

- a) The cost of the medical consultation and any charges for prescribed medicines and drugs from any legitimate source and any laboratory and x-ray charges incurred upon the advice of a Medical Practitioner up to the maximum limit as stated in the Table of Benefits.

- b) Expenses for bone-setting treatment or physiotherapy or chiropractic treatment rendered by a Chinese Medical Practitioner or Physiotherapist or Chiropractor are also covered under this section up to the maximum limit as stated in the Table of Benefits.

Any sums recovered or recoverable from all other sources shall be deducted from the amount payable for the Out-patient Benefit.

Section 3 – Hospitalisation and Surgical Benefit

In the event of Accident, disease or sickness sustained by the Insured Helper during the Period of Insurance in Your employment resulting in hospitalization in Hong Kong, We will pay the costs necessarily incurred as a result of such hospitalization in a general ward inclusive:

- a) Room and Board (including miscellaneous hospital charges) - the actual charges for room and board and inpatient hospital services expenses incurred while Insured Helper as a resident inpatient in Hospital, subject to maximum limit as stated in the Table of Benefits.
- b) Surgical Expenses – the fees charged by Medical Practitioner in performing the surgical procedures for the Insured Helper while the Insured Helper as a resident inpatient in Hospital, subject to maximum limit as stated in the Table of Benefits.
- c) Anaesthetist 's Fee – the charges for the services of Anesthetist in relation to the surgical procedures, subject to maximum limit as stated in the Table of Benefits.
- d) Operating Theatre Fee – the charges for the services of operation room, consumables and equipment used in relation to the surgical procedures, subject to maximum limit as stated in the Table of Benefits.

We will not pay the first HK\$500 of each and every loss under this section.

Section 4 – Dental Benefit

We will pay the Policyholder actual expenses reasonably and necessarily incurred by the Insured Helper for medically necessary treatment rendered by a registered Dentist as a result of dental diseases, including oral surgery, treatment of abscesses, x-rays, extractions or filling, up to the maximum limit as stated in the Table of Benefits.

We will not pay Dental Expenses incurred for:

- i) One-third of the amount of each and every adjusted claim payable.
- ii) Any routine examination, scaling, polishing or cleaning and crowning.
- iii) Costs of any bridges, braces and dentures.

Section 5 – Service Interruption Allowance

We will provide a daily cash allowance, as stated in the Table of Benefits, while the Insured Helper is confined in a Hospital within the Geographical Area of Hong Kong, as a registered in-patient for medical treatment deemed necessary by a registered Medical Practitioner.

This daily cash allowance is not payable for the first three days of the Insured Helper's hospital confinement.

EXCLUSIONS (Applicable to Section 2, 3 and 5 regarding Outpatient Benefit, Hospitalization and Surgical Benefit and Service Interruption Allowance)

1. Nervous or mental disease or disorder, venereal diseases, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer, palpitation, renal calculus, gall bladder stone, hypertension, arthritis.
2. Rest cure or physical check-ups.
3. Cosmetic or plastic surgery unless directly arising from sickness or injury which this policy covers.
4. Vaccinations, immunization, injection or preventive medication.

Section 6 – Replacement Helper Expenses

The Company will reimburse the Policyholder the extra employment agency fee and expenses for a scheduled flight economy class air-ticket and visa application reasonably and necessarily incurred for getting a new contract of overseas domestic helper ("Replacement Helper Expenses") in the event that the Insured Helper dies or is repatriated to his/her country of residence due to serious Injury, Illness or death subject to the maximum limit as stated in the Table of Benefits.

Section 7 – Repatriation Expenses

If repatriation before expiry of Your Helper's terms of employment with You becomes unavoidable, We will indemnify You for repatriation expenses of the Insured Helper to his/her country of residence.

- a) In the event of Insured Helper's death, the Policy provides the actual cost for returning the remains back to the Insured Helper's country of residence, subject to maximum limit as stated in the Table of Benefits.
- b) In the event of a registered Medical Practitioner certifying the Insured Helper to be medically unfit to complete the term of the contract of employment with You otherwise than by reason of pregnancy or complications therefrom, this Policy will provide a scheduled flight economy class air-ticket from Hong Kong to the Insured Helper's country of residence.

We do not pay expenses for repatriation or transportation of remains from any place outside the Geographical Area of Hong Kong.

Section 8 – Personal Accident

In the event that the Insured Helper shall sustain Injury during his/her rest days and not in the course of performance of any duty for the benefit of the Policyholder and such Injury shall result in accidental death or Permanent Total Disablement within 12 calendar months from the date of the Accident, the following compensation shall be payable to the Insured Helper or, in the case of death, to his legal personal representative, subject to maximum limits as stated in the Table of Benefits.

	Percentage of Maximum Limits
a. Death	100%
b. Permanent Total Disablement	100%
c. Permanent Total Loss of Sight of one or both eyes	100%
d. Loss of or Permanent Total Loss of Use of one or two Limbs	100%
e. Permanent Total Loss of Speech and Hearing	100%
f. Permanent Total Loss of Hearing in	
- both ears	75%
- one ear	15%
g. Permanent Total Loss of Speech	50%

We shall not be liable to pay if the Injury to the Insured Helper arises directly or indirectly from:

- i) Suicide, attempted suicide, willful or self-inflicted injury, mental disease or disorder, geriatric nursing, the consumption of intoxicating liquor and/or drugs, addiction, venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex or infection.
- ii) Employment where compensation is payable under the Legislation.
- iii) Any violation or attempted violation of the law or resistance to arrest.
- iv) Any aerial activities, unless such Insured Helper is at the relevant time travelling as a fare paying passenger on a regular scheduled flight or licensed chartered aircraft operated by a recognized airline. .
- v) Any consequence of pregnancy, childbirth, miscarriage, abortion, vasectomy or sterilization.
- vi) Any sickness or disease.
- vii) Bacterial infection (except pyrogenic infections which shall occur through an accident cut or wound).
- viii) Medical or surgical treatment (except if necessary due solely by injuries covered by this Policy and performed within 12 months of the occurrence of such injury).
- ix) Engaging in or taking part in driving or riding in any kind of race, any underwater activities involving the use of breathing apparatus, water-skiing, mountaineering, skiing, motor-cycling, and bungee jumping.

Section 9 – Personal Liability

We will indemnify the Policyholder against all sums including all costs and expenses of litigation actually incurred for which the Policyholder shall become legally liable to pay as compensation to a third party arising out of negligence of the Insured Helper whilst engaged in the Policyholder's employment up to the maximum limit as stated in the Table of Benefits for any one Accident in respect of:

- a) Accidental bodily injury or death to any person other than members of the Policyholder's Family;
- b) Accidental loss of or damage to property belonging to any person other than members of the Policyholder's Family.

We shall not be liable for any liability arising out of or in connection with the following:

- i) Liability assumed by the Policyholder by agreement unless such liability would have attached to the Policyholder notwithstanding such agreement.
- ii) Any ownership, possession or use of any mechanically and/or electrically propelled vehicles and/or accessories, including but not limited to pedal cycles, motorcycles, aircraft and/or watercrafts.
- iii) Any ownership, possession of livestock, other domestic animals or living creatures, plants or trees and the like.
- iv) Any occurrence that happens at the Policyholder's residence.
- v) Any food and drink poisoning.

We will not pay the first HK\$500 of each and every loss under this section.

Section 10 – Fidelity Guarantee

We will indemnify the Policyholder against financial loss caused directly to the Policyholder and Policyholder's Family by any fraudulent or dishonest act committed by the Insured Helper during his/her employment, up to the maximum limit as stated in the Table of Benefits.

Provided that :

- a) The fraudulent or dishonest act must have been committed during the Period of Insurance.
- b) The fraudulent or dishonest act must be discovered during the Period of Insurance or within 30 days after the Policy expiry or within 30 days after death or dismissal or expiry of the employment contract of the Insured Helper, whichever is the sooner.
- c) Discovery of any fraudulent or dishonest act must be reported to the Hong Kong Police within 24 hours.

Section 11 – Medical Expenses Cover for Abuse of Child

If Your child below three (3) years of age sustain injury caused by intentional malicious act of the Insured Helper, We will pay the medical expenses, up to the maximum limit as stated in the Table of Benefits, resulting from such bodily injury provided that the incident was reported to the Hong Kong Police and a medical report was filed.

GENERAL EXCLUSIONS (these Exclusions apply throughout Your Policy)

We shall not liable for any benefit under this Policy in respect of or is directly or indirectly caused by or in relation to or consequent upon any one of the following:

1. (a) war, invasion, acts 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 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 persons or groups 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 (a) or (b) above.
2. any of the following occurrences, namely:
 - (a) nationalisation commandeering or requisition by any lawfully constituted authority;
 - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person; or
 - (c) the destruction of property by order of any public authority.
3. (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exclusion "combustion" shall include any self-sustaining process of nuclear fission; or
(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
(c) nuclear weapon material, any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
4. Intentional self-inflicted injury or suicide (whether felonious or not) or any attempt threat while sane or insane.
5. Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by Accident.
6. Intoxication by alcohol, narcotics or drugs not prescribed by a Medical Practitioner and treatment in connection with drugs or alcohol.
7. Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex or infection, howsoever this syndrome has been acquired or may be named.
8. Pre-existing Injury, Illness, Sickness or Disease of the Insured Helper prior to inception of the Insured Helper's insurance under this Policy. For the purpose of Outpatient Benefit, Hospitalization and Surgical Benefit, Dental Benefit and Service Interruption Allowance, no sums shall be payable for Injury, Illness, Sickness or Disease sustained prior to inception of the Insured Helper's insurance and as a result of which medical treatment was received within 3 consecutive months immediately before inception of the Insured Helper's insurance.
Provided that if no medical treatment is rendered for such Injury, Illness, Sickness or Disease within 3 consecutive months immediately after inception of the Insured Helper's insurance, the benefits aforesaid shall upon the expiration of 3 consecutive months after inception of the Insured Helper's insurance be covered under this Policy.
9. All medical expenses incurred, whether inside or outside the Geographical Area of Hong Kong, in relation to Injury sustained or Illness Sickness or Disease contracted outside the Geographical Area of Hong Kong.
10. Contracts (Right of Third Parties) Ordinance Exclusion – Person or entity that is not a party to this insurance contract shall have no right to enforce any terms in this Policy pursuant to the Contracts (Right of Third Parties) Ordinance.

11. Total Asbestos Exclusion - This Policy does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
12. 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 be in violation of any trade or economic sanctions, laws or regulations applicable in the company's jurisdiction of domicile, or with which the company is legally obligated to comply.

CONDITIONS (these Conditions apply throughout Your Policy)

You must comply with the following Conditions to have the full protection of Your Policy. If You do not comply with them We may cancel the Policy or refuse to deal with Your claim.

1 Precautions

You must

- take all reasonable precautions to prevent Accidents and losses.
- comply with all statutory obligations.

2 Claims

When a claim occurs or is likely to occur,

You must

- i. Advise Us in writing within 30 days from the date of loss or date of discovery of the loss.
- ii. You are required to cooperate with Us to provide information for investigation.
- iii. You must, at your own expenses, furnish Us with the loss circumstances in writing, all certified information and evidence as We may request. All claims shall be supported with documentary proof to the satisfaction of Us.
- iv. In case of any event pertaining to any Accident to the Insured Helper, third party liability or infidelity, You must report the loss to the police, building management office and/or any other relevant authorities and Us immediately and in any event not later than 24 hours after the loss occurrence.
- v. For liability claims, You must:
 - a) Send to Us any letter, claim writ or summons immediately it is received;
 - b) Advise Us immediately once You have any knowledge of any impending prosecution, inquest or fatal injury; and
 - c) Not make any admission, offer or promise of payment without Our consent and We shall be entitled if We so desire to take over and have conduct in Our name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all such information and assistance as We may require.
- vi. For medical and repatriation expenses claims You must forward at Your own expense all certificates and information evidence required by Us

3 Cancellation

You may cancel the Policy at any time by sending 7 days written notice to Us. If there has been no claim during the current Period We will return the unearned portion of premium on short period rate basis, subject to Minimum Premium Clause Where necessary, We may cancel the Policy by sending 7 days notice by registered letter to You at Your last known address. We will return a proportionate part of the premium for the remaining Period providing no claims have been made.

4 Our right to recovery

If We are obliged by legislation to pay an amount for which We would not otherwise be liable, You must repay such amount to Us.

5 Fraud

If You or anyone acting for You makes a claim under the Policy knowing the claim to be false or fraudulently inflated We will not pay the claim and all cover under the Policy will be forfeited.

6 Arbitration

If We admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator in Hong Kong. The arbitrator will be appointed jointly by You and Us in accordance with the law at the time.

If a single arbitrator cannot be agreed upon, two arbitrators will be appointed, one by You and one by Us. If the two arbitrators are unable to agree, they will appoint an umpire who will preside at their meetings.

You may not take legal action against Us over the dispute before the arbitrator has reached a decision.

7 Other insurance

If at the time of the happening of any loss or damage covered by this Policy there is any other insurance covering such loss or damage or any part of it, the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

8 Notification of changes

You must notify Us as soon as possible in writing of any change which may affect this insurance.

9 Jurisdiction

The Company shall not be liable in respect of any judgments that are delivered by or obtained from a court outside Hong Kong. Furthermore the indemnity shall not apply to a judgment or order obtained in Hong Kong for the enforcement of a judgment obtained elsewhere.

10 Minimum Premium Clause

Notwithstanding anything contained herein to the contrary, this Policy will be subject to a minimum basic premium of HK\$300 (for Basic Plan) and HK\$600 (for Comprehensive and Superior Plan).

11 Change in Insured Helper

In the event of any change in the identity of the Insured Helper during the Period of Insurance, the same benefits less any amount already paid in respect of loss or damage sustained by the existing Insured Helper shall be enjoyed by any new Insured Helper replacing an existing Insured Helper named in the policy schedule or any subsequent endorsement.

12 Waiting Period

A 15 days waiting period for each Insured Helper shall be applicable to Section 2, 3, 4 and 5 (Out-patient Benefit, Hospitalization and Surgical Benefit, Dental Benefit and Service Interruption Allowance). The waiting period starts on the effective date of this Policy or the date which the employment contract with You first commenced, whichever is the later. No benefit under these Sections shall be payable for any Disease or Sickness occurring within the waiting period.

13 Age Limit

No coverage shall be provided for anyone who is under the age of 18 years or over 65 years of age. This Policy shall not be renewable at the expiry of the Period of Insurance when the Insured Helper shall have attained the age of 66 years of age.

14 Language

In the event of any discrepancies between the English version and the Chinese version of this Policy, the English version shall prevail.