

# Helper Insurance

## The Policy

*Please read this policy carefully*

## **Your right to change your mind**

If you are not completely satisfied, or our plan's coverage overlaps with your other existing protection plans coverage or exceed your needs, then please return the policy to us within 30 days. We will cancel this plan and refund any premium you have paid. Otherwise, we will assume you have accepted this plan subject to its terms and conditions.

### **Your right to cancel the policy is based on the following conditions:**

- Your request to cancel must be signed by you and received directly by any HSBC branch or by AXA General Insurance Hong Kong Limited within 30 days of receipt of your policy.
- No refund can be made if a claim has already been paid.

Should you have any queries or need further explanation, you may contact Insurance Service Hotline on (852) 2867 8678 (please note that tele-conversations may be recorded to ensure service quality) or write to us.

## **AXA General Insurance Hong Kong Limited**

Mailing Address: P.O. Box No. 90918 Tsim Sha Tsui Post Office, Kowloon, Hong Kong  
Office Address: 5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong  
Insurance Service Hotline: (852) 2867 8678



# Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the “**Company**”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“**PDPO**”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

**Purpose:** From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“**Purposes**”), including:

1. offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“**our affiliates**”) or our business partners (see “**Use and provision of personal data in direct marketing**” below), and administering, maintaining, managing and operating such products/services;
2. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
3. providing subsequent services to you, including but not limited to administering the policies issued;
4. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
5. detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
6. evaluating your financial needs;
7. designing products/services for customers;
8. conducting market research for statistical or other purposes;
9. matching any data held which relates to you from time to time for any of the purposes listed herein;
10. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
11. conducting identity and/or credit checks and/or debt collection;
12. complying with the laws of any applicable jurisdiction;
13. carrying out other services in connection with the operation of the Company’s business; and
14. other purposes directly relating to any of the above.

**Transfer of personal data:** Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

1. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
2. \*The Hongkong and Shanghai Banking Corporation Limited (“**HSBC**”) for any of the Purposes and for the following additional bank related purposes: ensuring ongoing credit worthiness of customers, creating and maintaining credit and risk related models, providing the personal data to credit reference agencies for the purposes of conducting credit checks and other directly related purposes, determining the amount of indebtedness owed to or by customers and collection of amounts outstanding from customers and those providing security for customers’ obligations;
3. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
4. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
5. credit reference agencies or, in the event of default, debt collection agencies;
6. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
7. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
8. the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below “**Use and provision of personal data in direct marketing**”.

Transfer of your personal data will only be made for one or more of the Purposes specified above.

**Use and provision of personal data in direct marketing:** The Company intends to:

1. use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;

2. conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
  - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
  - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
3. the above products and services may be provided by the Company and/or:
  - a) any of our affiliates;
  - b) third party financial institutions;
  - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in 2. above;
  - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
4. in addition to marketing the above products and services, the Company also intends to provide the data described in 1. above to all or any of the persons described in 3. above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on **“Access and correction of personal data”**. The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

**Access and correction of personal data:** Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer  
AXA General Insurance Hong Kong Limited  
5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company’s administrative and actual costs incurred in complying with your data access requests.

\* This is applicable only if you are applying for a product and/or service of, or making a request to, the Company through HSBC as the Company’s distribution agent. Your personal data will not be provided to HSBC for any of the Purposes and the additional purposes and for direct marketing by HSBC set out in the paragraphs above if you do not apply for the product and/or service of, or make a request to, the Company through HSBC as the Company’s distribution agent.

*Attach Policy Schedule*



# Helper Insurance

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IMPORTANT – Please read this Policy carefully to see that it meets your requirements

This Policy, the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any part of them shall bear such specific meaning throughout.

This Policy is a contract between AXA General Insurance Hong Kong Limited (hereinafter referred to as “the Company”) and you, the Insured. The policy application form and declaration made by you shall form the basis of this contract and are deemed to be incorporated herein. In consideration of the Insured has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as specified for such insurance, the Company will pay the Benefits to the Insured or in the case of death of the Insured to the Insured’s legal personal representative in the manner and to the extent provided for in the respective Sections specified in the Schedule, in respect of events occurring during the Period of Insurance, or any subsequent period for which the Insured shall have paid and the Company shall have accepted the required Premium.

## PART 1: SCHEDULE OF BENEFITS

The following sections 1-13 of this Part 1 will apply based on the type of plan you have chosen. Unless otherwise specified in your Policy Schedule, the following sections of this Part 1 shall apply to the following plan:

- (a) Basic Plan: Sections 1, 2, 6 and 12.
- (b) Comprehensive Plan: Sections 1-13 inclusive.

### 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 (as defined later in this Section) and arising out of and in the course of her employment by the Insured.

THE COMPANY WILL subject to Policy Limit of Indemnity (as defined later in this Section) 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 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

- (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 an Insured Helper due to the nature of 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 policies 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 Helper’s employment to which such Disease was due first affected the Insured Helper, 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 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 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 thereof or for any costs or 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 Clause

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 Hong Kong of the China ("the Government") pursuant to an Agreement for Provision of Facility dated 1 July, 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement or the Loss falls within any applicable exceptions or exclusions or there exist any other conditions leading to no payment for the Loss under of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

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

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

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

## Geographical Area

- (a) Hong Kong
- (b) Worldwide when accompanying the Insured or the Insured's family members on overseas trips.

## Exclusions applicable to Section 1

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

- (1) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (2) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (3) any liability arising from Pneumoconiosis or Noise-Induced Deafness where:
  - (a) "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).
  - (b) "Pneumoconiosis" has the same meaning as assigned to that expression in the Pneumoconiosis (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).
- (4) the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- (5) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- (6) any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings;
- (7) any liability in excess of HK\$500,000 arising out of Bodily Injury or death by Accident sustained or Disease occurred in the USA or Canada, without prejudice to the Governing Law clause under Part 5 General Conditions Applicable to All Sections.

## Section 2 – HOSPITAL 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 up to:

- (a) HK\$300 per day for room and board and other miscellaneous Hospital services;
- (b) HK\$12,000 per surgical operation;
- (c) 25% of the amount payable under (b) above for anaesthesia and its administrations;

- (d) 12.5% of the amount payable under (b) above for use of the operating theatre;
- (e) The Company shall not be liable for the first HK\$300 of a claim in respect of any one Hospital confinement.

Provided that:

- (a) The maximum amount payable under this Section for the Insured Helper is HK\$25,000 each Period of Insurance.
- (b) The Hospital confinement is a direct result of Bodily Injury occurring or sickness contracted and commencing during the period of Insurance.

### Section 3 – 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\$150 per visit per day for the Insured Helper during the Period of Insurance, provided such treatment is received from a legally qualified and registered practitioner of Western medicine.

Total maximum amount payable under this Section for the Insured Helper is HK\$3,000 each Period of Insurance.

#### Exclusions applicable to Section 2 and Section 3

Section 2 and Section 3 under this Policy do not apply to any expenses incurred which is caused directly or indirectly by or which results from:

- (1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
- (2) rest-cure or physical check-up;
- (3) cosmetic or plastic surgery unless to correct an injury for which this Policy covers;
- (4) vaccinations, immunisation, injections or preventive medication;
- (5) expenses incurred or treatment received outside the territorial limits of Hong Kong.

### Section 4 – DENTAL EXPENSES

In the event the Insured Helper requires emergency dental attention 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 legally qualified and registered dentist.

The maximum amount payable under this Section for the Insured Helper is HK\$1,500 each Period of Insurance.

#### Exclusions applicable to Section 4

Section 4 under this Policy does not apply to any expenses incurred which is caused directly or indirectly by or which results from:

- (1) any routine examination, scaling, polishing or cleaning and crowning;
- (2) cost of any bridges, braces, dentures or dental prosthetics involving precious alloy restoration;
- (3) expenses incurred or treatment received outside the territorial limits of Hong Kong.

#### Waiting Period

A 14-day waiting period from the commencement of the Insured Helper's insurance shall be applicable under Section 2 "Hospital Expenses", Section 3 "Clinical Expenses" and Section 4 "Dental Expenses" arising out of illness or sickness for the Insured Helper during which no benefit shall be payable.

### Section 5 – PERSONAL ACCIDENT BENEFITS

In the event the Insured Helper sustains Bodily Injury at the Home during the Period of Insurance and such Bodily Injury shall be the sole and direct cause of death and disability which occurs within 12 months from the date of such accident, one of the following compensation shall be payable to the Insured Helper:

- |   |             |
|---|-------------|
| (a) Accidental death                      | HK\$100,000 |
| (b) Loss of two or more limbs             | HK\$100,000 |
| (c) Loss of sight of both eyes            | HK\$100,000 |
| (d) Loss of one limb and sight of one eye | HK\$100,000 |
| (e) Loss of one limb                      | HK\$50,000  |
| (f) Loss of sight of one eye              | HK\$50,000  |

#### Double Indemnity:

In respect of any sum payable under events (a), (b), (c) or (d), the Company shall pay 200% of the stated amount in the event the death or disability is solely and directly caused by Bodily Injury sustained in a robbery at Home during the Period of Insurance.

For the purpose of this Section:

- (a) Loss of limb shall mean physical severance of a hand or a foot at or above the wrist or ankle or of an arm or a leg at or above elbow or knee.
- (b) Loss of sight shall mean entire and irrecoverable loss of all sight.

## Section 6 – REPATRIATION EXPENSES

The Company will reimburse the Insured the necessary and reasonable expenses actually incurred by the Insured pursuant to the Insured's contractual liability in repatriating the Insured Helper or 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 legally qualified and registered practitioner of Western medicine as medically unfit to complete the term of contract of employment with the Insured provided that such repatriation expenses shall be on a scheduled economy class flight and such repatriation shall include any transportation costs for ambulance transfer to and from the airport.
- (ii) in the event of the Insured Helper's death and such repatriation expenses shall include the Insured Helper'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 the Insured Helper is HK\$15,000 each Period of Insurance.

## Section 7 – REPLACEMENT OF HELPER EXPENSES

The Company will reimburse the 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 her mortal remains to her country of residence and a valid claim is payable under Section 6 "Repatriation Expenses" of this Policy.

The maximum amount payable under this Section for the Insured Helper is HK\$5,000 each Period of Insurance.

## Section 8 – TEMPORARY HELPER ALLOWANCE

The Company shall reimburse the Insured for actual expenses incurred due to engagement of service of a temporary helper necessitated by the Insured Helper's:

- (a) Death during the Period of Insurance.
- (b) Hospitalisation as an inpatient for treatment or surgery for a period of at least 2 weeks in a row.
- (c) Repatriation to the home country following certification by a registered practitioner of Western medicine that she is medically unfit to complete the employment contract with the Insured.

Provided that:

- (a) The expenses incurred by the Insured shall not exceed HK\$200 a day.
- (b) The maximum amount payable under this Section for the Insured Helper is HK\$6,000 each Period of Insurance.

## Exclusions applicable to Section 8

Section 8 under this Policy does not apply to any expenses incurred which is caused directly or indirectly by or which results from:

- (1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
- (2) rest-cure or physical check-up;
- (3) cosmetic or plastic surgery unless to correct an injury for which this Policy covers;
- (4) vaccinations, immunisation, injections or preventive medication;
- (5) expenses incurred or treatment received outside the territorial limits of Hong Kong.

## Section 9 – INFIDELITY COVER

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

- (i) the act of fraud or dishonesty must be committed during the Period of Insurance;
- (ii) 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 Helper, whichever is the sooner;
- (iii) moneys due by the Insured to the Insured Helper shall be deducted from any amount otherwise payable under this Section 9;
- (iv) discovery of any act of fraud or dishonesty must be reported to the Police within 24 hours of the discovery;
- (v) it is the duty of the Insured to prove that his actual loss is a direct result of the act of fraud or dishonesty committed by the Insured Helper;
- (vi) the maximum amount payable for the Insured Helper is HK\$10,000 each Period of Insurance.

## Section 10 – PERSONAL LIABILITY

The Company shall indemnify the Insured for the Insured Helper's legal liability in Hong Kong to a third party including all costs and expenses actually incurred by the Insured up to a limit of HK\$200,000 for any one accident arising during the Period of Insurance as a result of the negligence of the Insured Helper causing

- (a) Accidental bodily injury including death or disease to any person other than member of the Insured's household; and
- (b) Accidental loss of or damage to property belonging to any person other than member of the Insured's household.

The Insured shall bear the first HK\$500 in each and every third party property damage claim.

## Section 11 – UNAUTHORISED USE OF IDD

The Company shall indemnify the Insured for international telephones charges actually incurred by the Insured resulting from unauthorised telephone calls committed by the Insured Helper during the Period of Insurance while residing at the Home up to a limit of HK\$3,000 each Period of Insurance.

Provided that:

- (a) This unauthorised act is discovered during the Period of Insurance or within 30 days after expiration of this Policy or 30 days after death, dismissal or expiry of employment contract of the Insured Helper;
- (b) Money due by the Insured to the Insured Helper shall be deducted from the any amount otherwise payable under this section 11; and
- (c) Discovery of any unauthorised act must be reported to the police within 24 hours of the discovery.

## Section 12 – PERSONAL EFFECTS

The Company shall indemnify the Insured Helper for accidental loss of or damage to the property belonging to the Insured Helper occurring in Hong Kong while employed by the Insured during the Period of Insurance up to HK\$10,000 each Period of Insurance.

Provided that:

- (a) The Insured Helper shall bear the first HK\$300 in each and every claim.
- (b) If such personal effects is money, the limit each claim is HK\$3,000.
- (c) The limit for any one item of such personal effects is HK\$1,000.
- (d) The property shall be physical items excluding live plant or animal.
- (e) The property is kept at the Home or worn by or carried on the Insured Helper at the time of loss.
- (f) Pair and set clause:  
Where a property consists of articles in a pair or set, the Company's liability shall not be more than the proportionate value of the particular part or parts which may be lost or damaged.

This Section does not cover loss of or damage arising out of:

- (a) Detention or Seizure or confiscation by custom or other officials; any unexplained loss; property left unattended in the public; property in or on veranda, balcony and in the open generally.
- (b) Loss of money caused by shortages due to error or omission or depreciation in value or the use of counterfeit money or deception.

- (c) Theft or robbery not reported to the police within 24 hours of the loss unless it was not reasonably practicable to report the same.
- (d) Goods of perishable nature; wear and tear or depreciation; goods in transit; goods held in trust or on commission; china, glass, earthenware and other items of fragile nature; mobile phone or equipment with such function; computer.
- (e) Any deliberate act or wilful neglect unless caused by an unlawful visitor to the Home.
- (f) Theft from any:
  - (f1) unattended vehicle unless all windows were securely closed and all doors and the boot were locked;
  - (f2) open or convertible car or a car with the sunroof opened unless the items were kept in a locked boot.

## Section 13 – LOCK REPLACEMENT

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

- (1) discovery of any act of infidelity of the Insured Helper and a valid claim is payable under Section 9 "Infidelity Cover" of this Policy; or
- (2) serious sickness or Bodily Injury or death of the Insured Helper resulting in repatriation and a valid claim is payable under Section 6 "Repatriation Expenses" of this Policy.

Provided that:

- (a) the replacement and installation of the said lock must be undertaken within seven (7) days after the termination of employment contract; and
- (b) sufficient supporting documents of the termination of employment contract to the satisfaction of the Company must be rendered; and
- (c) Police report for (1) or medical report for (2) must be provided to the Company;
- (d) The maximum amount payable under this Section for the Insured Helper is HK\$500 each Period of Insurance.

## PART 2: RENEWAL AGREEMENT

Payment of premium, as specified by the Company, when due will renew this Policy for another one year until the next annual premium due date, unless the Policy has otherwise been cancelled as set out below.

The Company agrees that no adjustment in premium shall be made on this Policy alone. The Company reserves the right to amend premiums in respect of like categories, such as by type

of plan for all Helper Insurance Policies issued, or based on such other categorisation as determined by the Company.

### PART 3: DEFINITIONS

The Company/We/us means:-

AXA General Insurance Hong Kong Limited.

Home means:-

The place of employment, which is a residential address where the Insured Helper is working in and specified in the proposal or application and/or the Schedule.

Hong Kong means:-

The Hong Kong Special Administrative Region

The Insured/you means: -

The person as named in the Schedule.

Insured Helper means:-

Each domestic employee named in the Schedule who is legally employed by the Insured and is eligible for and covered by the insurance provided in this Policy.

The Ordinance means:-

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

Period of Insurance means:-

The 12-month period from the Commencement Date specified in the Schedule, or each subsequent period of 12 months (if any), for which the Insured shall have paid the premium and the Company shall have accepted the renewal premium, as the case may be.

Hospital means:-

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

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

The word "hospitalization" shall be construed accordingly.

Bodily Injury means:-

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

Accident means:-

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

Disease means:-

In relation to Section 1, a disease contracted by the Insured Helper due to the nature of 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.

### PART 4: 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:
  - (i) 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
  - (ii) any act of terrorism including but not limited to
    - a. the use or threat of force, violence and/or
    - b. 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
  - (iii) any action taken in controlling, preventing, suppression or in any way relating to (i) or (ii) above.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

It is hereby noted that the terrorism exclusion mentioned under (ii) above does not apply to Section 1 "Employees' Compensation". The Company may amend this provision according to market changes by giving 7 days notice to the Insured.

- (2) any liability, loss, damage, cost or expense 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:
  - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;



- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (3) any claim arising from intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat whether sane or insane;
  - (4) 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 accident;
  - (5) any claim arising from intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with drugs or alcohol;
  - (6) any claim arising from HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused;
  - (7) any claim arising from pre-existing condition for which the Insured Helper had received medical treatment, diagnosis, consultation or prescribed drugs prior to this Period of Insurance. For the purpose of Sections 2, 3, 4 and 8, no benefits shall be payable for Bodily Injury sickness or disease sustained prior to inception of the Insured Helper's insurance and resulting in medical treatment received within three (3) consecutive months immediately before inception of the Insured Helper's insurance, it being understood that if no medical treatment is incurred on such Bodily Injury sickness or disease within three (3) consecutive months immediately after inception of the Insured Helper's insurance, benefits under these Sections shall subsequently become effective;
  - (8) all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
    - (i) Asbestos, or
    - (ii) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
  - (9) all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving loss of or damage to data or software.

Consequently, the following are excluded from the policy:

- (i) Any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance from property shall be covered.

- (ii) Loss of or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.
- (10) any Insured Helpers who are:
    - (a) not aged between 18 and 59 on inception of the Insured Helper's insurance or
    - (b) aged above 64 on subsequent insurance renewal.
  - (11) Sanction Limitation and Exclusion Clause  
No insurer shall be deemed to provide cover and no insurer shall 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 that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **PART 5: GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS**

### **(1) Conditions Precedent to Liability**

The due observance and fulfillment of the Terms 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, declarations and answers in the proposal and/or application of this Policy shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Policy.

### **(2) 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.

### **(3) Notices**

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company and in the case of notice or communication to the Insured to his address specified in the Schedule.

### **(4) 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 of Hong Kong.

**(5) 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.

**(6) Claim Prevention**

The Insured and the Insured Helper shall take all reasonable precautions to prevent accidents loss and disease and any claim under this Policy and shall comply with all statutory obligations.

**(7) Fraud**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used to obtain any benefit under this Policy, the Company shall have no liability in respect of such a claim.

**(8) Assignment**

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

**(9) 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 having reached her 64th birthday.

**(10) 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.

**(11) Plan down grade and upgrade**

If the Insured gives a seven-day notice in writing to the Company, in a form prescribed by the Company, to change the plan type of this Policy, subject to the Company's approval, such changes shall become effective on the annual premium due date immediately following the date of the Company's receipt of the relevant notice, unless no claim has arisen during the current Period of Insurance, in which event such changes shall become effective on a date determined by the Company. The additional or refund premium, if any, shall be calculated on a pro-rata basis.

**(12) Claims Settlement**

**(a) Claims Notification**

Immediate notice shall be given to the Company of any occurrence likely to give rise to a claim under this Policy. Within thirty (30) days of any occurrence likely to give rise to a claim under this Policy, a detailed statement in writing describing the occurrence shall be delivered to the Company.

All expenses shall, in the first instance, be paid by the Insured followed by submission original invoices and receipts together with the claim form to the Company for reimbursement.

The Insured shall also give the Company notice in writing immediately upon the Insured becomes aware of any intention to prosecute the Insured 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 shall be forwarded to the Company immediately on receipt.

**(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) Other Insurance:**

(c1) Not being another Helper Insurance issued by the Company

If at the time any claim arises under this Policy (other than Section 5 "Personal Accident Benefits") and there is any other insurance indemnifying the Insured in respect of the same claim, this Policy is not to be called on in contribution and, subject to the applicable Policy Limit of Liability, the Company shall pay any amount under this Policy only if and so far as such amount is not already covered by any indemnity under other insurance.

(c2) Another Helper Insurance issued by the Company  
In the event the Insured Helper is covered under more than one Helper Insurance policy issued by the Company at the time of any loss, any claim payable shall be based on the policy providing the greatest amount of benefit. If such policies are identical, the Company will consider the policy first issued. Any premium paid for any duplicated policy shall be returned to the Insured.

**(d) 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.

(e) 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 (or under Section 12 "Personal Effects", the Insured Helper) shall at his/her own expense furnish to the Company such certificate, information and evidence in the form and of the nature described and reasonably required 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.

Further, in the event of death of the Insured Helper:

- (a) Her death shall be established by an official death certificate.
- (b) Any claim shall be payable to her legal personal representative.

**(14) GENDER**

Unless the context otherwise requires:

- (a) Words importing any particular gender shall include all other gender;
- (b) Words importing the singular shall include the plural and vice versa.

**(15) Cancellation**

The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and the Company will refund to the Insured the proportionate part of any premium paid in respect of the unexpired Period of Insurance.

The Insured may at any time cancel this Policy by delivering to the Company a seven days' prior notice in writing. Provided no claim has arisen during the Period of Insurance, the Insured shall be entitled to a partial refund of the total premium paid during the current Period of Insurance as follows:

| Period Covered Before Cancellation (not exceeding) | Premium Refund            |
|--|---------------------------|
| 4 months   | 50% of total premium paid |
| 5 months   | 40% of total premium paid |
| 6 months   | 30% of total premium paid |
| 8 months   | 20% of total premium paid |
| Over 8 months                                      | Nil                       |

**(16) Arbitration**

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance 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 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.

**(17) 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.

**(18) 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.

Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate. For further information, please visit [www.axa.com.hk/ia-levy](http://www.axa.com.hk/ia-levy) or

**Important Notes:**

The above policy is underwritten by **AXA General Insurance Hong Kong Limited ("AXA")**, which is authorised and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR.

In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.