



**EMPLOYEES' COMPENSATION INSURANCE POLICY**  
**[IMPORTANT NOTE: PLEASE READ THIS POLICY CAREFULLY]**

WHEREAS the Insured named in the Schedule, by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein, has applied to AIG Insurance Hong Kong Limited (hereinafter referred to as the "Company") for the insurance hereinafter contained and has paid or agreed to pay the premium as consideration for such insurance, the Company hereby agrees to provide insurance to the extent of and subject to the terms and conditions contained in or endorsed on this Policy during the Period of Insurance and providing the liability of the Company shall not exceed the limits expressed in this Schedule.

This Policy, the Proposal Form, Declaration and Schedule shall be read together as the entire contract and unless specifically stated to the contrary any word or expression to which specific meaning has been given shall have such specific meaning wherever it may appear.

#### **EMPLOYEES' COMPENSATION**

If at any time during the Period of Insurance the Domestic Worker in the Insured's immediate employ shall sustain bodily injury by accident or disease arising out of and in the course of employment by the Insured, the Company will subject to the Jurisdiction Clause and the other terms, exceptions and conditions contained herein or endorsed hereon (all of which are hereinafter collectively referred to as Terms of this Policy) indemnify the Insured against liability at law (including liability under the Legislation set out below) to pay compensation for such injury and will in addition pay all costs and expenses incurred with its written consent. The maximum liability of the Company is limited to HK\$100 million per event.

In the event of the Domestic Worker's death, the Company shall indemnify the Domestic Worker's legal personal representatives according 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 so far as they can apply.

Provided always that in the event of any change after the effective date of this Policy under the Legislation this Policy shall remain in force but the liability of the Company shall be limited to such sums as the Company would have been liable to pay if the Legislation had remained unaltered.

**LEGISLATION** – Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong)

**JURISDICTION CLAUSE** - The indemnity provided by this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong.

**GEOGRAPHICAL AREA** – (1) Hong Kong (2) Elsewhere as may be agreed by the Company

**AVOIDANCE OF CERTAIN TERMS AND RIGHT OF**

**RECOVERY** – If the Company is obliged by the Legislation 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.

#### **EXCEPTIONS**

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

- (a) the Insured's liability to employees of contractors to the Insured;
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (d) any injury by accident or disease sustained outside Hong Kong;
- (e) any person who is not an "employee" within the meaning of the Legislation;
- (f) any liability arising from Pneumoconiosis or Noise-Induced Deafness;
- (g) 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;
- (h) any injury by accident or disease attributable to war, invasion hostilities of foreign enemy or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection or military or usurped power;

- (i) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) nuclear weapons material;
  - (ii) ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purposes of this exception combustion shall include any self-sustaining process of nuclear fission;
- (j) 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.

#### **CONDITIONS**

##### **(1) MEANING OF WORDS**

"Domestic Worker" shall mean an employee of the Insured whose duties are mainly in relation or incidental to the household chores, excluding the driving of any motor vehicle on a regular basis, unless specifically declared to and agreed by the Company.

"Inception Date" shall mean the date as stipulated under the Period of Insurance column of the Policy Schedule.

"Accident" means an accident or a series of accidents arising out of one event.

"Disease" means a disease contracted by an Employee of the Insured due to the nature of his employment with the Insured.

"Employee" has the same meaning as assigned to that expression in the Ordinance.

"The Insured" means only the person or persons specified as such in the Schedule and no others.

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

"Pneumoconiosis" has the same meaning as assigned to that expression in the Pneumoconiosis (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong). Words in the masculine gender shall include the feminine.

##### **(2) CLAIM PREVENTION**

The Insured shall take all reasonable steps :

- (a) to prevent accidents and disease;
- (b) to comply with statutory obligations.

##### **(3) FRAUD**

If any claim is made under this Policy wherein fraudulent means or devices have been used to obtain compensation under this Policy the Company shall have no liability in respect of any and all claims whatsoever under this Policy.

##### **(4) POLICY TERMINATION**

This Policy may be cancelled at any time at the request of the Insured in writing to the Company and the Premium shall be adjusted on the basis of the Company receiving or retaining the customary short-term premium or minimum premium. The Policy may also be cancelled by the Company by seven (7) days' notice given in writing to the Insured at his last known address and the Premium shall be adjusted on the basis of the Company receiving or retaining pro-rata premium.

##### **(5) CLAIMS PROCEDURE**

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified and forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately upon the Insured having knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence.

##### **(6) WRITTEN CONSENT OF THE COMPANY**

No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Company



which shall be entitled if it so desires to take over and conduct in its name the defence or settlement of any claim or to prosecute in its name for its 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 the Insured shall give all such information and assistance and execute any necessary documents as the Company may require.

(7) OTHER INSURANCE

If at the time any claim arises under this Policy there are other insurance covering the same liability the Company shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.

(8) POLICY ALTERATIONS

No alteration in the terms of this Policy shall be valid unless endorsed hereon and signed by an officer or duly authorized attorney or General Agent of the Company.

(9) AGE LIMIT

The benefits under this Policy apply only to Domestic Worker between the ages of eighteen (18) and sixty (60) years.

(10) ARBITRATION

If any differences arise as to the amount to be paid under this Policy, such differences shall be settled by arbitration under the Domestic Arbitration Rules of the Hong Kong International Arbitration Centre and subsequent amendments thereof. If the parties fail to agree upon the choice of an arbitrator, then the choice shall be referred to the Chairman for the time being of Hong Kong International Arbitration Centre. It shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre.

(11) SUBROGATION

The Company shall be entitled at its sole discretion to prosecute in the name of Insured 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.

(12) ACTION AGAINST THE COMPANY

No action, suit or proceeding shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, nor until sixty (60) days after the required proofs of loss have been filed with the Company. No action, suit or proceeding for the recovery of any claim under this Policy shall be maintainable in any court of law or equity unless the same be commenced within twelve (12) months after the calendar date of the happening of the physical loss out of which the said claim arose. Provided, however, that if by the laws of the state or country within which this Policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding be commenced with the shortest limit of time permitted, by the laws of such state or country, to be fixed herein.

(13) TERRORISM CLAUSE

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<sup>th</sup> 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 clause, 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.

(14) PERSONAL DATA (PRIVACY) ORDINANCE

The Insured agrees that:

- (a) the personal data collected during the application process or administration of this policy may be used by AIG HK for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation).
- (b) AIG HK may use the Insured's contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the Insured to use such contact details for this purpose).
- (c) AIG HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:
  - i) third parties providing services related to the administration of this policy, including reinsurers (per (a) above);
  - ii) financial institutions for the purpose of processing this policy and obtaining policy payments (per (a) above);
  - iii) in the event of a claim, loss adjusters, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above);
  - iv) for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;
  - v) another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or
  - vi) other parties referred to in AIG HK's Data Privacy Policy for the purposes stated therein.
- (d) The Insured may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time,



by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or [cs.hk@aig.com](mailto:cs.hk@aig.com). The same addresses may be used to contact AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at [www.aig.com.hk](http://www.aig.com.hk).

(15) SANCTIONS EXCLUSION

The Company will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

(16) CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

Nothing in this Policy is intended to confer a direct enforceable benefit on any party other than the Insured and the Company, whether pursuant to the Contracts (Rights of Third Parties) Ordinance or otherwise. Further, it is hereby noted and agreed that the Company and the Insured named in the Schedule alone have the right to amend this Policy by agreement or (if any such rights exist in the Policy) to cancel or terminate the Policy, without giving notice, or requiring the consent of any other person.

(17) GOVERNING LAW

The Insurance contract of which this Policy forms part is subject to the laws of Hong Kong Special Administrative Region of the People's Republic of China.

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