



## DOMESTIC WORKER INSURANCE POLICY

### IMPORTANT NOTE: PLEASE READ THIS POLICY CAREFULLY

#### PREAMBLE

WHEREAS the Insured, by a Proposal and Declaration which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to the 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 any Period of Insurance and providing that the liability of the Company shall not exceed the sums insured or other limits expressed in the 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.

#### SECTION I – 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 for each Period of Insurance.

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 TO SECTION I**

The Company shall not be liable under this Section 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 the Geographical Area;
- (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.

#### **SECTION II – 24 HOURS ACCIDENT INSURANCE**

(A) This Policy will insure the Domestic Worker in respect of the following events as per the percentage of the Principal Sum of HK\$100,000.00, in accordance with the defined Injury, resulting in :

- 1. Death.....100%
- 2. Permanent Total Disablement.....100%
- 3. Permanent and Incurable Paralysis of All Limbs.....100%
- 4. Permanent Total Loss of Sight of Both Eyes ...100%
- 5. Permanent Total Loss of Sight of One Eye.....100%
- 6. Loss of or the Permanent Total Loss of Use of Two Limbs.....100%
- 7. Loss of or the Permanent Total Loss of Use of One Limbs.....100%
- 8. Loss of Speech and Hearing.....100%
- 9. Permanent Total Loss of Hearing in
  - (a) Both Ears.....75%
  - (b) One Ear.....15%
- 10. Loss of Speech.....50%

Provided always that

- (a) No compensation shall be payable for more than one of the greatest losses provided in the Compensation Table in respect of the same injury;
- (b) After the occurrence of any one of the Events 2 to 9 as stated in this Section save for the liability already incurred hereunder there shall be no further liability under this Section in respect of the same Domestic Worker for any Injury sustained thereafter.

#### **DEFINITIONS**

- (a) “INJURY” shall mean bodily injury which is sustained by a Domestic Worker during the Period of Insurance and is caused solely and directly by violent accidental external and visible means, excluding any sickness or disease, bacterial or viral infection not occurring through an accident or wound where death or disablement of the Domestic Worker results within twelve (12) calendar months from the date of such accident.
- (b) “PERMANENT TOTAL DISABLEMENT”  
When as a result of Injury and commencing within twelve (12) calendar months from the date of the accident causing the Injury, a Domestic Worker is totally and permanently disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which he is reasonably qualified by reason of his education, training or experience, or if he has no business or occupation from attending to any duties which would normally be carried out by



him in his daily life, the Company will pay, provided such disability has continued for a period of twelve (12) consecutive months the Permanent Total Disablement Benefit less any other amount paid or payable under this Policy as the result of the same accident. The disability must be total, continuous and permanent at the end of the period.

- (c) "PERMANENT" shall mean lasting twelve (12) calendar months from the date of accident and at the expiry of that period being beyond hope of improvement.
- (d) "LOSS OF LIMB" shall mean loss by physical severance of a hand at or above the wrist or of a foot at or above the ankle.
- (e) "LOSS OF SIGHT OF EYE" shall mean the entire and irrecoverable Loss of Sight.
- (f) "LOSS OF USE" shall mean total functional disablement and is treated like the total loss of said limb or organ.
- (g) "MEDICAL EXPENSES" wherever used herein shall mean the actual medical expenses paid by a Domestic Worker or by the Insured on behalf of a Domestic Worker to a duly qualified and registered medical practitioner, physician, surgeon, nurse, hospital and/or ambulance service for medical, surgical, x-ray, hospital or nursing treatment, the cost of medical supplies and ambulance hire including the cost of dental treatment which is necessarily incurred to sound and natural teeth and is caused by Injury. Provided that in the event of a Domestic Worker becoming entitled to a refund of all or part of such expenses from any other source, the Company will only be liable for the excess of the amount recoverable from such other source.
- (h) "LOSS OF SPEECH" shall mean the entire and irrecoverable Loss of Speech.
- (i) "LOSS OF HEARING" shall mean the entire and irrecoverable Loss of Hearing.

### SECTION III – HOSPITALIZATION AND SURGICAL EXPENSES

When the Domestic Worker as a result of illness occurring more than fourteen (14) days after the Effective date of this Policy, or as a result of Injury is confined as a resident patient in a licensed hospital in Hong Kong, on the recommendation of a registered medical practitioner, the Company shall pay the Insured :

- (A) the Daily Hospital Income Benefit of HK\$300 up to a maximum of fifty (50) consecutive days; and
- (B) the Surgical Benefit up to HK\$10,000 per accident / sickness for hospital expenses actually charged for any surgical operation, including doctor's fees, anaesthesia, and operation theatre charges.

Provided always that

- (a) the Company's liability under this Section shall not exceed HK\$25,000 per each 12-month period
- (b) the Insured shall be responsible for the first HK\$300 for each period of hospital confinement on each surgical operation.

### SECTION IV – REPATRIATION EXPENSES

The Company will indemnify the Insured for contractual liability to repatriate the Domestic Worker before the expiry of the Domestic Worker's term of employment under the following circumstances and conditions :

- (A) in the event of a Domestic Worker being certified by a registered Medical Practitioner as being medically unfit to complete the term of the contract of employment with the Insured, the company will pay the cost of repatriating your domestic worker to his/her country of domicile up to a maximum of HK\$10,000. Repatriation shall be on schedule flight (economy class) and shall include the cost of ambulance transfer to and from the airport.

# Medical Unfitness means injury or sickness which prevents the Domestic worker from performing the duties he was hired for, as certified by legally qualified medical practitioner. The Company will have a right to appoint another medical practitioner at its own discretion for the certification. The decision of the Company's appointed medical practitioner will be final and binding.

- (B) in the event of the Domestic Worker's death, the actual incurred cost of post mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in your

domestic worker's country of domicile shall not exceed HK\$10,000 which may be indemnified hereunder.

### EXCEPTIONS TO SECTION II (24 HOURS ACCIDENT INSURANCE) SECTION III (SURGICAL AND HOSPITAL EXPENSES) AND SECTION IV (REPATRIATION EXPENSES)

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

- (i) self-destruction or intentionally self-inflicted injury or any attempt thereof while sane or insane;
- (ii) any violation or attempted violation of the law or resistance to arrest;
- (iii) the employee engaging in air travel, except as a passenger in a properly licensed aircraft operated by a licensed commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
- (iv) pre-existing sickness or disease of the Domestic Worker prior to the inception of this Policy;
- (v) dental care, rest care, medical check-up; gingivitis, eye refractions, fitting of glasses, hearing aids;
- (vi) nervous or mental disease or disorder, venereal disease, congenital anomalies, circumcision, infertility or sterilization, heart disease or cancer;
- (vii) cosmetic or plastic surgery unless to correct an injury covered by this Policy;
- (viii) pregnancy whether resulting in childbirth or otherwise, miscarriage, abortion or disease arising out of or resulting therefrom, birth control;
- (ix) X-ray therapy, radium therapy, radium and isotopes;
- (x) Racing of any kind, climbing, motorcycling, hunting, flying and any sport activities, skin diving and any underwater activities;
- (xi) Special nursing care, services of pathologist, physiotherapists, special nursing services or their board;
- (xii) Expenses incurred for treatment of injury after 180 days from the date of accident;
- (xiii) An opportunistic infection of malignant neoplasm if, at the time of the claim, the Domestic Worker is diagnosed as having Acquired Immune Deficiency Syndrome (AID), AIDS Related Complex (ARC) or as having an antibody positive blood test to Human Immune Virus (HIV-1 or HIV-2);
- (xiv) Medical treatment in relation to Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC);
- (xv) Riot, terrorism, war, declared or undeclared, revolutions or any war-like operations;
- (xvi) Radioactivity, atomic fission or atomic fusion, either controlled or not, or nuclear incident;
- (xvii) Accident caused by and whilst under the influence of drugs or alcohol.

### SECTION V – FIDELITY

The Company will reimburse the Insured for direct loss of money or property, through any dishonest or criminal act committed by the Domestic Worker, whilst residing with the Insured and during his period of employment with the Insured.

- (1) The Company will not be liable for any loss unless the Company is notified within fifteen (15) days of the discovery of the loss.
- (2) The Insured must report such dishonest or criminal act committed by the Domestic Worker to the police immediately. Based on the verdict of the Domestic Worker being guilty of such act, the Company will then indemnify the Insured subject to a limit of HK\$10,000 per annum including HK\$3,000 unauthorized telephone calls.

### SECTION VI – CLINICAL EXPENSES

The Company shall reimburse the Insured the actual clinical expenses incurred by the Domestic Worker occurring more than fourteen (14) days after the effective date of this policy including the cost for consultation, prescription of drugs and injection at a registered medical practitioner's office in Hong Kong not exceeding HK\$150 per visit per day and up to a maximum of HK\$3,000 for each 12-month period, provided that such expenses are reasonably



and necessarily incurred at a registered medical practitioner's office in Hong Kong. The Company shall reimburse the Insured the cost of Chinese Medicine bone-setting expenses up to HK\$100 per visit per day and HK\$500 per year.

#### **EXCEPTIONS TO SECTION VI**

The Company shall not be liable under this Section in respect of any loss arising from

- (i) pregnancy whether resulting in childbirth or otherwise, miscarriage, abortion or disease arising out of or resulting therefrom, birth control;
- (ii) medical treatment in relation to Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC);
- (iii) pre-existing sickness or disease of the Domestic worker prior to the Inception of this Policy;
- (iv) nervous or mental disease or disorder, venereal disease, congenital anomalies, circumcision, infertility or sterilization;
- (v) rest cure or physical check-ups;
- (vi) cosmetic or plastic surgery or related treatment;
- (vii) vaccinations, immunization, injections or preventive medication;
- (viii) X-ray, laboratory or any diagnostic test(s), ultra-sound, C.T. or any diagnostic scans, physiotherapy or the like therapy received, herbalist;
- (ix) occupational disease developed during or prior to the employment;
- (x) any accident or accidents for which a claim has been or could be made under Accidental Medical Expenses in Section II of the Policy;
- (xi) the 2<sup>nd</sup> or afterward clinical visit within the same day;
- (xii) dental care whether or not resulting from dental disease or accident, including but not limited to routine dental check-up.

#### **SECTION VII – DENTAL EXPENSES**

The Company will indemnify the Insured, in the event the Domestic Worker requires oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease occurring more than fourteen (14) days after the Effective date of this Policy. This Policy pays two-thirds of the actual necessary and reasonable dental expenses incurred up to, but not exceeding, a maximum of HK\$1,500 for each 12 months period, provided such treatment is received from a legally qualified and registered dentist in Hong Kong. This Policy shall not cover any routine dental examination, scaling, polishing or cleaning, crowning, bridges, braces and dentures.

#### **SECTION VIII – REPLACEMENT EXPENSES**

The Company will indemnify the Insured, in the event the Domestic Worker is certified by a registered Medical Practitioner as being Medically Unfit to complete his term of employment with the Insured, up to a maximum of HK\$3,000 per year, for the actual necessary cost of replacing the Domestic Worker.

#Medical Unfit means injury or sickness which prevents the Domestic Worker from performing the duties he was hired for, as certified by a legally qualified medical practitioner. The Company has the right to appoint a medical practitioner at its own discretion, and the decision of the Company's appointed medical practitioner will be final and binding.

#### **SECTION IX – TEMPORARY WORKER SUBSIDY**

The Company will indemnify the Insured, in the event the Domestic Worker being hospitalized as a resident patient in excess of 3 days, for the actual cost of employing a temporary worker, subject to a maximum of HK\$200 per day and a maximum of thirty (30) days per year.

#### **SECTION X – MEDICAL EXPENSES FOR FAMILY MEMBER**

The Company will reimburse the Insured the medical expenses for your family member who is aged 5 years or below and he/she sustains bodily injury caused by intentional malicious act of your domestic worker, provided that the incident was reported to the Hong Kong Police and a medical report was filed. The maximum amount payable for this section shall not exceed HK\$5,000 per year.

#### **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. 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 or 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 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 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 the 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 the Hong Kong International Arbitration Centre.



(11) SUBROGATION

If the Company shall make any payment or otherwise make good any loss applying under this Policy, it shall be subrogated to all the Insured's rights of recovery against any other person or persons and the Insured shall complete, sign and deliver any documents necessary to secure such rights. The Insured shall not take any action following a loss to prejudice such rights of subrogation.

(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) 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 adjustors, 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. 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).

(14) 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.

(15) 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.

(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.

*Copyright in this Policy is reserved. No part of this Policy may be reproduced in whole or part without the express consent of AIG Insurance Hong Kong Limited.*

**AIG Insurance Hong Kong Limited**  
**7/F, One Island East, 18 Westlands Road,**  
**Island East, Hong Kong**  
**Tel: 3666-7033 Fax: 2832-9514**