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# Domestic Worker Protector

[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 (MACAU BRANCH) (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, 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 1: UNIFORM POLICY OF EMPLOYEES' COMPENSATION INSURANCE AND OCCUPATIONAL DISEASES

### TERMS OF THE POLICY

#### CHAPTER I Interpretation

##### Article 1 (Terminology)

In this Policy:-

"INSURER" or "INSURANCE COMPANY" means AIG INSURANCE HONG KONG LIMITED (MACAU BRANCH)

"INSURED" means the employer who contracts with the insurer for this Policy.

"INJURED" or "VICTIM" means the insured employee who suffers an occupational accident when he is working for the Insured or is affected by an occupational disease.

"OCCUPATIONAL ACCIDENT"

"OCCUPATIONAL DISEASE"

"PLACE OF WORK"

"WORKING HOURS"

"EARNINGS"

} as defined in the "Employees' Compensation Insurance Ordinance" in force.

"PERIOD OF INSURANCE" means the Period of Insurance stated under the Schedule attached to this Policy.

#### CHAPTER II Object and scope of Insurance

##### Article 2 (Transfer of liability)

1. The Insured transfer to the Insurer, who so accepts, in accordance with the legislation in force and under the terms of the general conditions, special clauses and the Schedule of this Policy, the liability for the costs arising from accidents in the course of employment and occupational diseases caused to the employees declared in the Policy and in the immediate service of the Insured.
2. The present insurance contract does not include accidents and diseases resulting from the execution of activities not specifically mentioned in the Schedule of this Policy.

##### Article 3 (Type of cover)

1. The liability transferred to the Insurance Company shall be in respect of:-
  - a. Compensation in case of death, including funeral expenses, and compensation for permanent or temporary incapacity.
  - b. Medical expenses which are of medical, surgical, pharmaceutical and hospital nature, necessary and adequate to restore the victim's health, his working capacity and the recovery of the victim's active life, and shall include:-
    - General and specialized medical and surgical assistance, including necessary elements for the purpose of diagnosis and treatment;
    - Pharmaceutical assistance;
    - Nursing attendance;
    - Hospitalization;
    - Supply, renewal and repair of prosthesis and orthopaedic appliances;
    - Functional rehabilitation.
2. For the purposes of the preceding paragraph 1 b):-
  - a. The transportation provided for medical examination, treatment or attendance before public authorities under the terms laid down in the legislation in force for Employees' Compensation Insurance shall be considered as medical expenses;
  - b. Except in cases expressly referred to in the law, the Insurer has the right to appoint a medical practitioner for the victim.
3. The liability of the Insurer is assumed according to the terms of the legislation in force for Employees' Compensation Insurance and is limited to the amounts and form of compensation established therein, except if, by mutual agreement, higher amounts of compensation are established in the Policy.

**Article 4**  
**(Persons not entitled to compensation)**

1. The contract does not cover accidents or diseases sustained by the Insured.
2. The Insured's spouse and children, including adopted children, or any other immediate relations or relatives, or up to 3<sup>rd</sup> degree of collateral kinship, so too the administrators or managers of any insured company shall only be considered as covered under this contract if their names are specifically mentioned in the Policy.
3. The preceding paragraph shall equally apply to partners or shareholders who work for the Insured.
4. For the purposes of the preceding paragraph 2, the person who lives with the Insured as husband or wife, although not married, shall be considered as spouse under the provisions of Article 2020 of the Civil Code.

**Article 5**  
**(Specific exceptions)**

1. In addition to the accidents legally excluded from the definition of occupational accident, this Policy shall in no case cover:-
  - a. Formed hernia;
  - b. Occupational respiratory disease;
  - c. Costs incurred with the call at a port for evacuation of the victim.
2. Equally, the Insurer is not liable to pay compensation in case of occupational accident which is due to strikes, assaults, tumults, alterations to public order and other acts of similar nature, acts of terrorism or sabotage, insurrection, revolution, civil war, invasion, war (declared or not), hostilities as well as warlike operation directly or indirectly resulting from any of such events.
3. The Insurer is also not responsible for any penalty that may be imposed on the Insured for failing to fulfill the legal dispositions.

**Article 6**  
**(Expenses Incurred outside Macau)**

The liability for the expenses incurred outside Macau, relating to medical, surgical and pharmaceutical assistance, nursing attendance, hospitalization and to transportation or repatriation, shall be expressly stated in the Policy Schedule

**Article 7**  
**(Acknowledgement of liability)**

1. The rendering of first-aid shall not in any case signify the acknowledgement of liability by the Insurer.
2. The payment of compensation or expenses shall also not constitute an acceptance of liability by the Insurer, when the subsequent knowledge of the circumstances determine the exclusion of such liability.

**CHAPTER III**  
**Insured's obligations**

**Article 8**  
**(Obligations of the Insured)**

The Insured agrees to:-

- a. Pay on time the premium due;
- b. Maintain records of the employees stating therein the respective names' occupations, day and hours of work, salaries, wages and other payments which are of a regular nature, and to permit the Insurer at all times to inspect such records;
- c. Make a complete and unequivocal declaration of all the circumstances likely to influence the Insurer in ascertaining the risk insured;
- d. Communicate to the Insurer on a complete and unequivocal form, within 48 hours, any change in the circumstances which results in the aggravation of the risk, be it after the term of the Policy or before but only after it comes to his knowledge;
- e. Sent to the Insurer within 24 hours after it comes to his knowledge, a report of any occupational accident or occupational diseases sustained by the insured employees, detailing therein the following information:-
  - Name, age, occupation, civil status and domicile of the victim of the accident or disease;
  - Day, hour, place, cause, nature and consequences known or presumed of the accident or disease;
  - Names and domiciles of the witnesses who were present at the time and place of accident;
  - The medical practitioner who rendered first-aid to the victim;
  - Salaries or wages of the victim on the day of the accident or of the discovery of the occupational disease.
- f. Submit the victim of the accident or occupational disease without delay to an examination by the medical practitioner of the Insurer, except when it is not possible and the urgency of the situation demands the use of other medical practitioner;
- g. Take all precautions considered necessary to guard against occupational accidents or diseases to his employees and to comply with all the requirements stipulated under prevention, hygiene and safety procedures;
- h. Communicate immediately by telegraph or by fax, all accidents resulting in the death of the victim, without prejudice to the provision of paragraph (e).

**Article 9**  
**(Relationship between the Insurer and the victim)**

1. The Insurer is competent to deal with the victim or his family, in Court or elsewhere, in matters relating to the benefits guaranteed by the Policy, unless agreed upon to the contrary in writing by the Insurer.
2. Where the Insured, after the accident, violates the preceding paragraph of this Article, he shall be bound to repay the Insurer all the amounts borne by the Insurer, except if it is proved that the Insured's action did not bring about any loss to the Insurer.

**Article 10**  
**(Limitation of liability)**

In case the Insured fails to comply with the obligations stipulated in Article 8 paragraphs (e), (f) and (h), the Insurer shall not be responsible for any resultant deterioration in the injuries and occupational disease.

**CHAPTER IV**  
**Salaries or wages**

**Article 11**  
**(Interpretation)**

It is hereby understood that the salaries or wages which have to be communicated by the Insured to the Insurer, relating to the employees covered under this Policy, shall be those established by law as earnings for the purpose of calculating the compensation due in case of occupational accident or disease.

#### **Article 12**

##### **(Declared earnings and number of employees)**

1. In case the earnings declared for the purpose of calculating the insurance premium be less than the actual, the Insurer shall be liable only in relation to the earnings so declared and the Insured shall bear the difference and, in the respective proportion, the expenses stipulated in Article 3 paragraph 1 b).
2. If the number of employees covered by the insurance contract be less than the actual on the day of the accident or the date of the final and unequivocal diagnosis of the disease, the Insured shall be required to prove that the victim is covered by the insurance contract.
3. The alterations to the insurance contract, in respect of the earnings or the number of employees which are covered by the said contract, shall be communicated by the Insured to the Insurer within a period of 30 days from the last date of the preceding half year, or of any other period as agreed upon, and the Insurer shall have the right to adjust the insurance premium based on the new information received.

#### **CHAPTER V**

##### **Duration of the contract and Insurance premium**

#### **Article 13**

##### **(Commencement of contract)**

1. This Policy shall come into effect on the date of acceptance of the contract by the Insurer, unless a later date is mentioned in the proposal.
2. The proposal shall be considered as accepted if within a period of 5 working days from the date of its receipt, the Insurer fails to communicate to the contrary to the Insured.
3. The present insurance shall be effective from zero hours, unless the Insurer agrees to a different hour.

#### **Article 14**

##### **(Duration of the contract)**

1. The insurance contract shall be valid for the period specified in the Policy Schedule.
2. The contract can be for a fixed and determined period up to one year (short-term insurance), or for one year renewable for equal period (one year renewable insurance)
3. For an uninterrupted cover under this Policy, in the case of short-term insurance, the Insured shall request in writing the renewal of the Policy at least thirty days prior to the date of expiry of the relevant period of cover and shall pay the respective premium immediately after such requests has been accepted by the Insurer.
4. If the contract was entered into for one year renewable, it shall be renewed automatically for an equal period as long as neither of the parties gives notice of cancellation by registered letter to the last known address of the other party, at least 30 days in advance.

#### **Article 15**

##### **(Termination of the contract)**

1. At any time either of the parties may cancel the insurance contract by sending a registered letter with acknowledgement due to the other party, at least 30 days in advance of the date he so intends for the cancellation to come into effect.
2. If the cancellation is at the request of the Insured and prior to the expiry of the contract, he shall be entitled for a refund of 50% of the premium relating to the unexpired period.
3. If the cancellation is at the request of the Insurer and prior to the expiry of the contract, the Insurer shall refund the entire premium relating to the unexpired period.
4. The presentation of the copy of the acknowledgement receipt and of the postal registration slip, by either of the parties to the other, shall be sufficient proof for the purposes of paragraph 1.

#### **Article 16**

##### **(Basis of premium calculation)**

The rate of premium shall be fixed by the Insurer in accordance with the tariff legally established.

#### **Article 17**

##### **(Determination of premium)**

1. The first premium and all renewal premiums shall be regulated by the amount of earnings paid by the Insured to his employees during each period of insurance.
2. At the end of every period of insurance, the insured shall supply the Insurer, within the following month, a correct account of all such remunerations effectively earned by his employees during the preceding period of insurance; if the amount of such remunerations shall differ from the amount on which premium had been calculated, the difference in premium shall be collected or refunded by the Insurer as the case may be.
3. Where the Insured fails to supply details of the payroll referred to in the preceding paragraph, the Insurer, without prejudicing his right for a solution, shall collect at the expiry of the insurance contract a non-refundable premium corresponding to 30% of the total provisional premium and shall still have the right to demand at a future date the balance of the premium due (if any) according to the remunerations which in fact had to be declared.

#### **Article 18**

##### **(Place of payment)**

The premium shall be paid at the Insurer's office or at a place so indicated by him as soon as he sends the receipt for collection.

#### **Article 19**

##### **(Non-payment)**

1. In case of the Insured failing to pay the premium, the Insurer shall send an advice by registered post to the Insured stating thereon that after a period of 30 days from the date of the postmark on the said advice the insurance contract shall be forfeited if no payment of the respective premium is made within the period.
2. In case of cancellation due to non-payment, the Insurer shall be entitled to the premium corresponding to the period elapsed.

**CHAPTER VI**  
**General provisions**

**Article 20**  
**(Subrogation of the Insurer)**

The Insurer shall subrogate in all the rights and proceedings of the Insured against the person or persons ultimately responsible for the cause of the accident, in respect of all the costs and expenses incurred under this Policy.

**Article 21**  
**(Arbitration)**

1. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within 30 days after having been required in writing to do so by either of the parties.
2. In case the Arbitrators do not agree the decision shall be that of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall preside at the meetings of the Arbitrators.
3. In case the Arbitrators do not agree upon the appointment of the Umpire, an Umpire will be appointed by the Court of Macau.
4. Each of the parties in difference shall pay the expenses of his Arbitrator and half of the expenses of the Umpire.
5. The making of an Award shall be a condition precedent to any right of action against the Company.

**Article 22**  
**(Jurisdiction)**

The court of Macau is qualified in respect of judgments arising from this contract.

**Special Clauses Applicable When Expressly  
Referred To In The Schedule**

**Clause 1 – Cover for part-time work**

The amount of earnings per unit of time (hour or day), shown in the Policy Schedule shall be used as the basis for the purpose of calculation of the monetary payments in case of accidents.

The monetary payments shall be those arrived at by applying the earnings per hour (by eight hours) and the earnings per day (by 30 days).

**Clause 2 - In case the premium is calculated, according to the terms of the tariff, on a percentage of the total contract price of work execution**

In case where the issuance is covering such contracts, the remittance of the payroll is not required considering that the remuneration limits, agreed by contract, are stated in the Policy Schedule.

The insurance under the Policy shall only apply to employees of the insured who are engaged in the type of work and at the place of risk clearly identified and mentioned in the Policy Schedule.

This insurance shall be valid for a period corresponding to the foreseeable duration of the work, as stated in the Policy Schedule, which may be extended in exceptional cases through prior agreement between the Insured and the Insurer and the payment of an additional premium.

If during the execution of the work there arises any change in the wages, the premium shall be adjusted in accordance with the average increase in the said wages and proportionately to the unexpired period of the contract.

**Clause 3 - Cover of risk during travel (In-Itineri”)**

In consideration of the payment of an additional premium, this insurance is extended to cover accidents sustained by employees during usual travel to and from the place of employment, even when the transportation so utilized is not supplied by the employer.

W75: It is hereby understood and agreed that article 17 of the Conditions of this policy is deleted and replaced by the following:

The first premium and all renewal premium that may be accepted are to be regulated by the number and description of all domestic servants employed by the insured during each period of insurance and insured shall supply the company with a correct account of all domestic servants employed during any period of insurance within one month from the expiry date of such period of insurance. If the number and description so disclosed shall differ from on which premium has been paid the difference in premium shall be met by a further payment to the company or by a refund by the company as the case may be, subject to the retention by company of a minimum premium.

NOTE-In case of any doubts as to the interpretation of the provisions of this Policy the Portuguese version prevails over all other versions.

## 項目一：工作意外及職業病之統一保險單

### 一般條件

#### 第一章 定義

##### 第一條 (術語)

為本保單之效力，下列之定義為：

保險人— 美亞保險香港有限公司(澳門分行)

投保人— 指與保險人簽訂本保險合同之僱主。

遇難人或受害人— 指向投保人提供服務時遭受工作意外或患上職業病之被保勞工。

工作意外

職業病

工作地點

工作時間

基本回報

按現行關於工作意外及職業病之法例之定義。

承保時期— 指保單列表上所載的承保時期。

#### 第二章

##### 保險之標的及範圍

##### 第二條

###### (責任之轉移)

- 一、 投保人應根據現行法例並按本保險單之一般、特別及特約條件，將對直接為投保人服務且保險單內申報之勞工承擔之因工作意外及職業病而引致之負擔之責任轉移至保險人，且保險人應根據現行法例及上指條件接受責任。
- 二、 在任何情況下，本保險合同不適用於在提供本保險單特約條件上未作明確申報之服務時而發生之意外及疾病。

##### 第三條

###### (保險之範圍)

- 一、 轉移予保險人之責任包括：
  - a) 因長期或暫時無能力之損害賠償及死亡之損害賠償，包括喪葬費；
  - b) 為使受害人之健康狀況及工作能力得以恢復及使其回復正常生活而給予醫療、外科、藥物及住院性質之必需及適當之特定給付，包括以下內容：
    - 一般或專門之醫療及外科療理，包括必要之診斷及治療；
    - 藥物療理；
    - 護士護理；
    - 入住醫院；
    - 提供、更新或維修假體及矯形儀器；
    - 機能恢復。
- 二、 為上款 b 項規定之效力：
  - a) 根據關於工作意外及職業病保險之現行法例之規定，為使受害人及遇難人接受觀察、治療或到公共當局而需提供之運輸，視為特定給付；
  - b) 保險人有權指定遇難人之主治醫生，但屬法律有明確規定者除外。
- 三、 保險人根據工作意外及職業病保險之現行法例承擔責任，該責任受法例內所定之損害賠償之金額及形式限制，但透過雙方協議而在保險單內另定更高之損害賠償給付者除外。

##### 第四條

###### (不受保險保障者)

- 一、 保險合同不適用於投保人所遭受之意外。
- 二、 被保險人之配偶、子女（包括收養者），其他直系血親或姻親，或直至第三親等之旁系血親或姻親，任何公司之管理人或經理等，僅在保險單內特別列明其姓名者，方視為在保險單保障之範圍內。
- 三、 上款之規定適用於在公司內工作之股東。
- 四、 為第二款規定之效力，根據《民法典》第二百零二十條之規定以事實婚與被保險人一起生活者等同於配偶。

##### 第五條

###### (特定除外事項)

- 一、 除法律規定之除外事項外，本保險單在任何情況下不適用於下列者：
  - a) 形成疝囊之疝氣；
  - b) 呼吸系統職業病；
  - c) 為使遇難人上岸而泊港所引致之費用。
- 二、 對於因罷工、襲擊及暴動、公共秩序之變更及其他類似行為，恐怖或破壞行為、起義、革命、內戰、侵略、戰爭（不論宣戰與否）、敵對行為所引致之工作意外，以及因直接或間接由上指事件而引致之戰爭行為造成之工作意外，保險人亦概不負責該等工作意外之彌補。
- 三、 對於投保人未遵守法律之規定而被處之任何罰款，保險人亦不負責。

##### 第六條

###### (在澳門以外所作之開支)

對在澳門以外所作之醫療、外科及藥物療理、護理服務、住院及交通運輸或送返原地方方面之開支之責任，應明示規定於保險單之特約條件中。

#### **第七條 (責任之自認)**

- 一、 提供急救，在任何情況下不表示保險人自認責任。
- 二、 如事後獲悉之情況導致責任之排除，已作之支付損害賠償或開支，不構成保險人自認責任。

#### **第三章 投保人義務**

#### **第八條 (投保人之義務)**

投保人必須：

- a) 準時繳納應付之保險費；
- b) 於勞工之支薪冊或支薪單內記錄，其內載明勞工之姓名、職業、工作日及時間、薪金、工資及其他固定性給付，並且允許保險人隨時要求檢查該等紀錄；
- c) 對足以影響保險人評定風險之所有情況作出全面及明確之申報；
- d) 發生任何導致風險加重之情況，無論在保險合同訂立之前或之後，應在獲悉後四十八小時內向保險人作全面及明確通知；
- e) 當獲悉發生涉及被保勞工之任何工作意外或職業病時，在二十四小時內向保險人寄送通知，通知內應載有：
  - 遇難人或受害人之姓名、年齡、職業、婚姻狀況及住所；
  - 意外或疾病發生之日期、時間、地點、原因、性質、及明知或可推定之後果；
  - 意外現場目擊證人之姓名及住所；
  - 提供急救之醫生；
  - 受害人在意外發生當日或呈現職業病當日之工資或薪金。
- f) 盡快將遇難人或受害人送到保險人指定之醫生處，但屬不可能之情況或因緊急救援而需送到另一醫生處者除外；
- g) 採取一切視為合理之預防措施，以防止其勞工發生工作意外或患上職業病，並遵守一切有關預防、衛生及安全之規定；
- h) 在發生引致死亡之意外後，立即以電傳／電報或傳真作通知，但不妨礙 e 項之規定。

#### **第九條 (保險人與遇難人之關係)**

- 一、 保險人有權限在法庭內外與遇難人或家人處理涉及本保險單所擔保之責任之事宜，但與保險人有相反之書面協議者除外。
- 二、 如投保人在發生災難後違反上款之規定，投保人有義務向保險人償還應支付之一切金額，但投保人能證明其行為對保險人未造成損失者除外。

#### **第十條 (責任之解除)**

如投保人不履行第八條 e、f 及 h 項之規定，保險人僅解除由於投保人不遵守上述規定而引致侵害或職業病惡化之責任。

#### **第四章 工資或薪金**

#### **第十一條 (定義)**

法律規定用作計算因工作意外或職業病而引致給付之基本回報，視為投保人向保險人告知本保險單所保障之僱員之工資或薪金。

#### **第十二條 (申報之勞工報酬及人數)**

- 一、 在為確定保險費之目的而申報之報酬低於實際報酬之情況下，保險人僅對申報之報酬負責；在此情況下，投保人須負責有關之差額，以及按比列負責第三條第一款 b 項所規定之費用。
- 二、 如受保險單保障之勞工數目，少於在意外或確定及明確診斷疾病之當日之提供服務之勞工數目，由投保人負責證明遇難人為受保險合同保障者。
- 三、 投保人應將有關保險合同上所涉及報酬或勞工數目之修改，於每半年結束後之三十日內或在與保險人雙方協定之期間後之三十日內通知保險人，上指修改亦在合同之範圍內，但保險人有權根據新接獲之資料立即調整保險費。

#### **第五章 合同之期限及保險費**

#### **第十三條 (合同之開始)**

- 一、 保險合同自保險人核准之日起開始生效，但投保書另定較後之日期者不受此限。
- 二、 如保險人在收到投保書日之五個工作日內未以書面方式通知投保人，投保書則視為獲核准。

三、 保險於零時正開始，但不妨礙保險人接受另一時間。

#### **第十四條 (合同期限)**

- 一、 保險合同之有效期間為保險單之特約條件中所訂定者。
- 二、 保險合同得以某一固定及確定期限訂立，最多為一年（短期保險），或一年並逐年續期（一年期並逐年續期保險）。
- 三、 如合同以短期保險之方式訂立，且投保人有意繼續受保障，應至少在合同終止前三十日內向保險人要求續保；如保險人接受請求，投保人應立即支付有關之保險費。
- 四、 在保險合同以一年並逐年續期之方式訂立之情況下，如任何一方在有關保險單到期日之三十日前，未將單方終止合同之通知以掛號方式郵遞至另一方之最新地址，保險合同則自動續期一年。

#### **第十五條 (單方終止合同)**

- 一、 任何一方要終止合同應以雙掛號信通知另一方，該掛號信須在合同效力終止之日之三十日前發出。
- 二、 投保人如要求終止合同，則有權獲得與合同剩餘時間相應之保險費之 50% 之償還。
- 三、 如保險人主動終止合同，則須向投保人返還與保險合同剩餘時間相應之全部保險費。
- 四、 為第一款規定之效力，一方簽署人向另一方簽署人出示收件回執之副本或郵局掛號信存根之副本為一般證據。

#### **第十六條 (保險費確定之標準)**

保險費率由保險人根據法例核准之保費表訂定。

#### **第十七條 (保險費之確定)**

- 一、 首次及續期之保險費均按投保人在保險期間支付勞工之基本回報總額確定。
- 二、 在每一保險期終止時，投保人須在保險期終止後一個月內向保險人呈送一份有關勞工在該段保險期內實際報酬之支薪單；如上述報酬之金額總數與作為計算首次或續期保險費基礎之數額有差異，保險人則按情況收取有關保險費之差額或退還多收之部分。
- 三、 如投保人不呈交上款所指之支薪單，保險人得在保險期終止後收取一項不可退還之保險費，數額相當於臨時收取之保險費總額之 30%，但保險人仍有權解除合同；保險人亦得在收取上指數額之保險費後，要求投保人補繳根據實際支付勞工之報酬而計算出之所欠之保險費。

#### **第十八條 (繳付地點)**

在收到保險人發出之收費收據後，投保人應在保險人辦公處或其指定之地點繳付保險費。

#### **第十九條 (欠繳保險費)**

- 一、 如投保人欠繳保險費，保險人將以掛號信通知投保人，如在發出掛號信通知後三十日內仍不繳付保險費，保險合同將立即失效。
- 二、 在因欠繳保險費而撤銷合同之情況下，保險人保留收取與已過期間相應保險費之權利。

### **第六章 各種規定**

#### **第二十條 (保險人之代位)**

投保人向造成意外之可能之責任人索取本保險單規定之負擔及費用之權利及提起有關之訴訟，由保險人代位行使及代其提起。

#### **第二十一條 (仲裁)**

- 一、 由本保險單所引起之爭議將由雙方以書面方式共同委任之一名仲裁員解決；如雙方未能就委任一名仲裁員達成協議，每方在提出關於委任仲裁員之書面申請後之三十日內各自委任一名仲裁員，爭議由該兩名仲裁員一起解決。
- 二、 如兩名仲裁員未能作出裁決，爭議則由在票數相同時具決定權之第三名仲裁員解決；該第三名仲裁員係由上述兩名仲裁員於開始仲裁工作前以書面委出，且仲裁會議由該第三名仲裁員主持。
- 三、 如上述兩名仲裁員未能就委任在票數相同時具決定權之第三名仲裁員達成協議，則由澳門普通管轄法院指定。
- 四、 爭議雙方各自支付其所委任仲裁員之費用及服務費，而第三名仲裁員之費用及服務費則由雙方平均負擔。
- 五、 仲裁裁決之取得係對保險人提起任何司法訴訟之必要條件。

#### **第二十二條 (管轄)**

對由本合同引起之任何訴訟之司法管轄權屬澳門法院。

## 特約條件內明確指出時方適用之特別條款

### 第一條 臨時工之保障

本合同特約條件中應載明按時間單位（小時或日）之報酬數額，以確定在發生意外情況下之金錢給付。金錢給付將為按照時薪（按八小時計）及日薪（按三十日計）之轉化結果所得之數。

### 第二條 屬在執行工作合同總價值之一百分率基礎上根據保險費表計算保險費之情況

就本合同保障之保險而言，鑑於特約條件中已載有合同應接受之工資限額，投保人無需向保險人送交支薪單。對被保勞工，本合同僅保障在經適當認定且在特約條件上所載之工程及具風險之地點工作者。

本保險之有效期與載於本保險單之特約條件內之工程之預定期限相應；如遇例外情況，該期限可透過投保人與保險人之預先協議延長，但需支付附加保險費。

如在進行工程期間修正報酬表，保險費將根據有關報酬之平均增長額以及按本合同有效期終止前剩餘之時間之比例作調整。

### 第三條 承保往返途中之風險（正常路線）

透過適用相應之附加費率，本保險亦保障勞工在上、下班之正常途中可能遭受之意外，即使所使用之運輸工具非為僱主實體提供者亦然。

W75 茲訂定及協定刪除保險單一般條件第十七條之內容，並以下列內容代替：

“首次保險費及續期保險費，將按照在每一保險期內，投保人所有僱工數目及所擔任工作之種類確定，而投保人答應於保險期到期後一個月內遞交保險公司一份載有所有僱工之名單。如所申報之數目及工作種類與作為首次及續期保險費計算基礎者不同，保險公司則應按情況收取或退還保險費，但任何情況下所繳之保險費不得少於最低保險費。”

## SECTION 2: EXTRA COVERAGE (OPTION valid ONLY IF selected as per schedule)

### 2.a. ACCIDENTAL DEATH AND DISABLEMENT

In the event of Injury of the Domestic Worker during his / her rest days in Macau not in the course of and arising out of employment with the Insured and/or not covered by the legislation resulting in accidental death or Permanent Total Disablement occurring within twelve (12) months from the date of such accident, the following compensation shall be payable per the percentage of the Principal Sum of MOP100,000:

| <u>Events</u>   | <u>Percentage of Principal Sum</u> |
|---|------------------------------------|
| 1. Death .....  | 100%                               |
| 2. Permanent Total Disablement .....  | 100%                               |
| 3. Permanent and Incurable Paralysis of All Limbs .....   | 100%                               |
| 4. Loss of or the Permanent Total Loss of Use of  |                                    |
| (a) Two or more Limbs .....   | 100%                               |
| (b) One Limb .....  | 50%                                |
| 5. Permanent Total Loss of Sight of   |                                    |
| (a) Both Eyes .....   | 100%                               |
| (b) One Eye .....   | 50%                                |
| 6. Loss of or the Permanent Total Loss of Use of One Limb, and Permanent Total Loss of Sight of One Eye ..... | 100%                               |
| 7. Loss of Speech and Hearing .....   | 100%                               |
| 8. Permanent Total Loss of Hearing in   |                                    |
| (a) Both Ears .....   | 75%                                |
| (b) One Ear .....   | 15%                                |
| 9. 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) The Company's maximum liability under this Section shall be limited to MOP100,000 in aggregate during each Period of Insurance.

### 2.b. HOSPITALIZATION AND SURGICAL EXPENSES

When the Domestic Worker as a result of illness or Injury is confined as a resident patient in a licensed hospital in Macau, on the recommendation of a registered medical practitioner, the Company shall pay the Insured :

- (A) the Daily Hospital Income benefit of MOP350 per day to a maximum of forty (40) consecutive days; and
- (B) the Surgical Benefit up to MOP16,000 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 MOP30,000 during the Period of Insurance.
- (b) the Insured shall be responsible for the first MOP200 for each period of hospital confinement on each surgical operation.
- (c) A 14-day waiting period from the commencement of this Section shall be applicable to illness of the Domestic Worker during which no benefit shall be payable.

### 2.c. REPATRIATION EXPENSES



The Company will indemnify the Insured for contractual liability to repatriate the Domestic Worker to his / her original country 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, up to MOP3,000.
- (B) in the event of the Domestic Worker's death, the actual incurred cost of returning the remains of his / her body to his / her original country shall not exceed MOP10,000 which may be indemnified hereunder.

#### **EXCEPTIONS TO SECTION 2.a. (ACCIDENTAL DEATH AND DISABLEMENT) SECTION 2.b. (HOSPITALIZATION AND SURGICAL EXPENSES) AND SECTION 2.c. (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 thereat while sane or insane;
- (ii) any violation or attempted violation of the law or resistance to arrest;
- (iii) the Domestic Worker 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 Commencement of this Section ;
- (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 under water activities;
- (xi) Special nursing care, services of pathologist, physiotherapists, special nursing services or their board;
- (xii) Expenses incurred for treatment of injury after one hundred and eighty (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.

#### **2.d. CLINICAL EXPENSES**

The Company shall reimburse the Insured the actual clinical expenses incurred by the Domestic Worker including the cost for consultation, prescription of drugs and injection at a registered medical practitioner's office in Macau not exceeding **MOP150** per visit per day and up to a maximum of **MOP3,000** during the Period of Insurance provided always that

- (a) the expenses are reasonably and necessarily incurred at a registered medical practitioner's office in Macau.
- (b) A 14-day waiting period from the commencement of this Section shall be applicable during which no benefit shall be payable.

#### **EXCEPTIONS TO SECTION 2.d.**

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 Commencement of this Section;
- (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, bonesetter, herbalist;
- (ix) occupational disease developed during or prior to the employment;
- (x) the 2<sup>nd</sup> or afterward clinical visit within the same day;
- (xi) dental care whether or not resulting from dental disease or accident, including but not limited to routine dental check-up.

#### **2.e. 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. This Policy pays two-thirds of the actual necessary and reasonable dental expenses incurred up to, but not exceeding, a maximum of MOP1,500 during the Period of Insurance, provided that

- (a) such treatment is received from a legally qualified and registered dentist in Macau.
- (b) A 14-day waiting period from the commencement of this Section shall be applicable during which no benefit shall be payable.

This Policy shall not cover any routine dental examination, scaling, polishing or cleaning, crowning, bridges, braces and dentures.

#### **2.f. DOMESTIC WORKER LIABILITY**

The Company will, in respect of any one claim or series of claims arising out of one event, and in aggregate, indemnify the Insured / Domestic Worker against all sums for which the Insured / Domestic Worker may be legally liable for in respect of :

- a) accidental bodily injury (whether fatal or not) up to a maximum limit of MOP30,000; or
- b) accidental damage to property up to a maximum limit of MOP5,000

where such liability arises from the negligence of the Domestic Worker in the course of and whilst performing his / her duties pursuant to his / her employment with the Insured, within the territory of Macau during the Period of Insurance.

Provided that the Company shall not be liable in respect of any of the following :

- a) bodily injury to any person who is a member of the Insured's family or household;
- b) damage to property belonging to the Insured or Insured's family or household or Domestic Worker's own property;
- c) any liability of the Domestic Worker or the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

## **2.g. TEMPORARY WORKER SUBSIDY**

The Company will indemnify the Insured, in the event the Domestic Worker is being hospitalized as a resident patient in excess of one (1) day, for the actual cost of employing a temporary worker, subject to a maximum of MOP150 per day and a maximum of twenty (20) days per year.

## **CONDITIONS**

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

- (a) "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.
- (b) "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.
- (c) "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.
- (d) "Loss Of Sight Of Eye" shall mean the entire and irrecoverable Loss of Sight.
- (e) "Loss Of Use" shall mean total functional disablement and is treated like the total loss of said limb or organ.
- (f) "Loss Of Speech" shall mean the entire and irrecoverable Loss of Speech.
- (g) "Loss Of Hearing" shall mean the entire and irrecoverable Loss of Hearing.
- (h) "Macau" shall mean the Macau Special Administrative Region or the Macau SAR.
- (i) "Medically Unfit" shall mean injury or sickness which prevents the Domestic Worker from performing the duties he/ she 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.
- (j) "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 / she 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 / her in his / her 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.

- (k) "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.

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 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 Macau 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 Macau 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 Macau at the Macau 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 is 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 is 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**

As a condition precedent to liability of this Company, the Insured has agreed that any personal information collected or held by the Company, (whether contained in the Proposal Form or the application of this Policy or otherwise obtained) is provided and may be held, used and disclosed by the Company to individuals / organizations associated with the Company (within or outside of Macau) for the purposes of processing this Policy, providing subsequent services for this and other financial products and services, direct marketing, and data matching, and to communicate with the Insured for such purposes. The Insured has further agreed that the Company may transfer, disclose, grant access of or share such personal data and other information to or with individuals, entities and/or organizations associated with the Company and/or to or with third parties (including, without limitation, reinsurance companies, claims investigation companies, industry associations or federations, fund management companies, financial institutions, or service providers) selected by the Company, in each case whether within or outside of Macau, for any of the aforesaid purposes and/or for the purpose of providing administrative, data processing, data maintenance or storage, telecommunications, computer, payment or other services to the Company in connection with the operation of its business. If the Insured wishes to obtain access to and to request correction of their personal data, please contact the Company by writing to the Company at Unit 506, 5/F, AIA Tower, No. 251A-301, Avenida Comercial de Macau. If the Insured does not wish to receive marketing information or materials, please send an opt-out notice to the Company, in which case the Insured's personal data and other information would be included in a centralized customer opt-out list that may be shared amongst the Company's associated partners for reference. The Company may be unable to provide services to this Policy if the Insured fail to provide any information requested.

(14) **GOVERNING LAW**

This Policy shall be governed by and interpreted in accordance with the law at the place where this Policy was issued.