







## POLICY SCHEDULE

# **Domestic Helper Insurance Scheme (LTS/NON-ERB)**

Policy No. DMS-24-DS122414(01)

Assurance Appraisal Ltd. Policyholder

C/O Room 1007, Eastern Harbour Centre, 28 Hoi Chak St., Quarry Bay, H.K. **Correspondence Address** 

Respective employers who engage domestic helper for individual long-term job Insured

Means the domestic helper and worker or helper or trainer of home care related **Domestic Helper** 

service, mainly but not limited to domestic helper service, post-natal care service. infant and childcare service, elderly home care service, escort for out-patient service, personal care service, in-patient care service, discharged patients care service, health care massage service, cooking service, cleaning service,

gardening and plant care service, pet care service.

Means the long-term domestic helper whose employer has participated in the Insured Person

policy as Insured. (Age limit: 16-70 years old)

(a) Open Policy: 1 October 2024 to 30 September 2025 (Both dates inclusive) Period of Insurance

(b) Individual Job: Either 1 or 3 or 6 month(s) or 1 or 2 year(s) as elected by

Insured at the time of applying insurance

Plan A Type of Coverage

**Employees' Compensation Insurance Only** 

Policy Limit of Indemnity HK\$ 100,000,000.00 Any One Accident or Disease

## Plan B

# a) Employees' Compensation Insurance

Policy Limit of Indemnity HK\$ 100,000,000.00 Any One Accident or Disease

# b) Personal Accident Benefits

(Long scale as per Appendix 1 - Table of Benefits)

Benefits	Sum Insured	
Personal Accident Benefits	Benefits HK\$100,000.00	
1. Accidental Death	100%	
2. Permanent Disablement	100%	
Accident Medical Expenses	HK\$1,000.00	

In the event that the Insured Person shall sustain Injury in the course of performance of duty for the benefit of the employer and such injury shall result in accidental death or Permanent Total Disablement within 12 calendar months from the date of the Accident, the compensation payable under this benefit for the Insured Person is the maximum limit as specified in the Table of Benefits. If more than one of the following insured events occurs to the Insured Person, the total amounts payable under this section are limited to 100% of the sum insured and is equal to the maximum limit applicable to this section as specified in the Table of Benefits.

Any sums payable in respect of claims arising from the disability of the Insured Person shall be payable to the Insured Person.

Any sums payable in respect of claims arising from the death of the Insured Person shall be payable to the Insured Person's legal personal representatives.

# c) Personal Liability: HK\$1,000,000.00 (in aggregate)

The Company will indemnify the Insured &/or Insured Person against all sums including all costs and expenses actually incurred for which the Insured shall become legally liable to pay as compensation to a third party arising out of negligence of the Insured Person whilst engaged in the Insured's employment up to the maximum limit of \$1,000,000.00

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

**Premium** : As Specified in the Premium Clause

Participation : Each employer of a long-term service domestic helper is eligible to participate in

this insurance on a voluntary basis.

Geographic Limit : Hong Kong Only

ACCOUNTS : Annual

CLAIMS : Claims, if any, payable at destination or at Hong Kong by

BLUE CROSS (ASIA PACIFIC) INSURANCE LIMITED

CONDITIONS : Subject to the following Clauses & Endorsements:









## Monthly Declaration and Adjustment Clause

It is hereby noted and agreed that the Policyholder shall declare the details of insured helper to the Company on monthly basis and the actual premium shall be calculated thereon at the rate stated in the Premium Table.

### **Premium Clause**

The premium will be adjusted according to monthly declaration at the following rate table.

	Plan A	Plan B	Plan B
Insurance Period	(Non-Post-Natal Care Helper)	(Non-Post-Natal Care Helper)	(Post-Natal Care Helper)
1 month	-	HK\$130.00	HK\$195.00
3 months	-	HK\$182.00	HK\$299.00
6 months	-	HK\$234.00	HK\$494.00
1 year	HK\$295.00	HK\$325.00	-
2 years or 2 or more employee /annual policy	Less 10% discount	Less 10% discount	-

- Above premiums include all levies and surcharges.
- HK\$20.00 special discount for policy conversion.

The amount of levy payable to the Insurance Authority on the premium of this policy would be paid by Blue Cross on the policyholder's behalf and would be remitted in accordance with the prescribed arrangements. For further information about the levy imposed by the Insurance Authority, please visit <a href="http://bluecross.com.hk/document/general/levy">http://bluecross.com.hk/document/general/levy</a> collection

### GENERAL DEFINITIONS (APPLICABLE TO PERSONAL ACCIDENT BENEFITS)

### In this POLICY some words have a specific meaning

#### 1. Accident

A sudden and unforeseen event that happens unexpectedly and causes Bodily Injury to the Insured Person.

#### 2. Injury or Bodily Injury

Injury which is caused solely by violent accidental external and visible means and which independently of any other cause is the sole cause of any one of the event giving rise to a claim or resulting in expenses being necessarily incurred.

#### 3. Permanent Total Disablement

Disablement which permanently, completely and continuously prevents the Insured Person from attending to his usual occupation or profession and any other occupation for which he is fitted by knowledge and training, and which has lasted for one year of the Insured Person's lifetime and is at the end of that period proved to our satisfaction to be permanent.

### 4. Loss of Sight

Total loss of sight of an eye which has lasted 3 months of the Insured Person's lifetime and is at the end of that period proved to our satisfaction to be permanent.

#### 5. Loss of Hearing

Total loss of hearing which has lasted 3 months of the Insured Person's lifetime and is at the end of that period proved to our satisfaction to be permanent.

### PERSONAL ACCIDENT BENEFIT EXCLUSIONS

The Company shall not be liable for:-

- 1. Injury occurring not in the course of performance of duty for the benefit of the employer.
- 2. Engaging in a sport in a professional capacity or where an Insured Person would or could earn income or remuneration from engaging in such sport.
- 3. Climbing or mountaineering necessitating the use of ropes or guides, hang gliding and parachuting.
- 4. Racing other than (i) on foot or (ii) swimming.
- 5. Diving to a sea-depth of more than 30 metres.

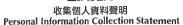
### PERSONAL LIABILITY EXCLUSIONS

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

- 1. Any liability accepted under an agreement unless the liability would have existed anyway.
- 2. Any ownership, possession or use of any mechanically and/or electrically propelled vehicles and/or accessories, including but not limited to pedal cycles, motorcycles, aircraft and/or watercrafts.
- 3. Any ownership, possession of livestock, other domestic animals or living creatures, plants or trees and the like.
- 4. Employer's liability, contractual liability or liability to a member of an Insured Person's family.
- Property belonging to or held in trusts or in the care, custody or control of the Insured Employer and/or the Insured Domestic Helper.
- 6. Any food and drink poisoning.









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## **GENERAL CONDITIONS AND EXCLUSIONS**

# **Employees' Compensation Insurance - Terrorism Endorsement**

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby agreed that in respect of any bodily injury or death by accident or disease ("the Loss") directly or indirectly caused by, resulting from or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the Loss:

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

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

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

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

## Self-Employed Person & Sole-Proprietor Exclusion

The Company shall not be liable under this Policy in respect of the Insured's liability to any person including selfemployed &/or sole-proprietor who is not an employee of the Insured within the meaning of the Employees' Compensation Ordinance.

# **Total Asbestos Exclusion Clause**

This Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

# Errors, Omission and Misdescription Clause

The Insured is not to be prejudiced by any unintentional &/or inadvertent omission error or incorrect description of the interest risk or property insured or during the currency of the policy in respect of failure to advised change in any interest risk or property insured provided notice is given to the Company as soon as practicable. upon discovery of any such error omission or failure to give advice.

#### Cancellation

The Company may cancel the Policy by sending 14 days notice by registered letter to the Policyholder at your last known address. The Company will return a proportionate part of the premium providing no claims have been made.

The Policyholder may also cancel the Policy at any time by sending 14 days written notice. If there has been no claim during the current period the Company will return promptly the unearned portion of any payment actually paid. The unearned premium shall be computed in accordance with the applicable percentage indicated below and according to the time elapsed since payment of the total premium, as specified below:

Period of Coverage	Refund Premium (Percent of Total Premium)	
One Year Policy	Plan A	<u>Plan B</u>
6 months (Minimum)	Nil	40%
More than 6 months to 9 months	Nil	15%
More than 9 months to 12 months	Nil	Nil
Two Years Policy		
6 months (Minimum)	60%	60%
More than 6 months to 9 months	50%	50%
More than 9 months to 12 months	40%	40%
More than 12 months to 18 months	20%	20%
More than 18 months to 24 months	Nil	Nil

No refund premium for one month, three months and six months policy.

### **Loss Notification Clause**

Notwithstanding anything contained herein to the contrary, it is agreed that this insurance will not be prejudiced by any inadvertent delays, errors or omission in notifying the Company of any circumstances or events giving rise or likely to give rise to a claim under this Policy.

This clause is subject to within 90 days after date of accident.

### Loss Prevention

The Insured shall take all reasonable precautions to prevent Accidents and contraction of Disease and shall comply with all statutory obligations.

## **Policy Not Assignable**

This Policy is not assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.

### **Jurisdiction Clause**

The indemnity under this Policy shall not apply to:-

- (1) compensation for damages in respect of judgements not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.
- (2) costs and expenses of litigation recovered by any claimant from the Insured which are not insured in and recoverable in Hong Kong.

### Run Off Clause

It is agreed and understood that this Policy shall continue at the same insurance terms and conditions of the policy covering the works orders issued and commenced within the policy period until final completion of such works provided the cover period for such run off covers shall not exceed the insured employment period.

### **Rights of Third Parties Clause**

It is hereby noted and agreed that this Policy is subject to the following condition: 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.









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# Sanctions Limitation and Exclusion Clause

It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:

(a) The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured (or Insured Person) or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject 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, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured (or Insured Person) and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.

(b) Without prejudice to paragraph (a) above, this Policy shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to

the Company, or any other applicable economic or trade sanction laws or regulations.

# CLAIMS CONDITIONS (APPLICABLE TO PERSONAL ACCIDENT BENEFITS AND PERSONAL LIABILITY)

When an accident occurs or there is a reasonable ground to believe that any occurrence is likely to give rise to a claim under this Policy, the Insured must advise the Company in writing within 90 days from the date of accident or date of discovery of the occurrence. The Insured are required to cooperate with the Company to provide information for investigation.

The Insured must, at the Insured's own expenses, furnish the Company with the loss circumstances in writing, all certified information and evidence as the Company may request. All claims shall be supported with documentary proof to the satisfaction of the Company.

In case of any event pertaining to any Accident to the Insured Person or third party liability, the Insured must report the loss to the police, building management office and/or any other relevant authorities and the Company immediately and in any event not later than 24 hours after the above loss occurrence.

For third party personal liability claims, the Insured must:

- i) notify the Company of the possible claim in writing pertaining to the nature of loss and circumstances of the incident:
- ii) furnish the Company with any letter, claim, writ, summons, court documents, court orders or decree, correspondence exchanged between legal representatives, letters of demand;
- iii) advise the Company immediately when the Insured have knowledge of any impending prosecution inquest or
- not to make any admission, offer or promise of payment or payment without our written consent and the Company shall be entitled if the Company does so desire to take over and conduct in the Insured's name the defence or settlement or handling of any claim and the Insured shall give all such information and assistance as the Company may require.

For personal accident claims, the Insured must:

- i) send the Company examination reports issued by Medical Practitioners giving details on the nature of Injury and the extent and period of disability;
- submit the police reports where relevant and if death shall have resulted, a copy of the death certificate and the relevant coroner's findings of the death inquest;
- assist the Company to make a post-mortem examination of the dead body in the case of death where any reasonable doubt exists as to the cause thereof.

If any claim under this Policy shall be in any respect fraudulent or exaggerated or if any fraudulent means or devices shall be used by the Insured, the Insured Person or anyone acting on the Insured's/Insured Person's behalf to obtain benefit under this Policy, the Company shall be under no liability in respect of such claim.

The Company is entitled to take over and conduct the defence or settlement or handling of any claim or to decline any claim if there has been a breach of any terms and conditions of this Policy.

Incomplete claim forms will be returned to the Insured and any insufficiency of supporting information or documentation will induce delays in processing the claim.

The Company shall not accept liability for any claim if the required information is not received within 90 days from the issue date of any written request from the Company for such further information, and the claim is thereafter deemed to be abandoned.

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All payments made are repayable to the Company upon demand in the event that the Insured becomes disqualified or is found not to be entitled to indemnity under this Policy due to any breach or violation of the terms and conditions of this Policy, which the Company is or may not be aware of at the time of payment.

#### Arbitration

All differences arising out of this Policy shall be first determined by arbitration in accordance with the Arbitration Ordinance, Chapter 341 of the Laws of Hong Kong. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Center. 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 and such claim shall not within 12 months from the date of such disclaimer have been referred to arbitration under the provisions herein then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### Avoidance of Certain Terms and Rights 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 such amount to the Company.

#### Non-Contribution

This Policy is not to be called upon in contribution and is only to pay any loss thereon if and so far as not recoverable under any other insurance.

#### Subrogation

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from any other parties, to which the Company shall be or would become entitled or subrogated upon its paying or making good any damage under this Policy, whether such acts and things shall be or become necessary or required before or after indemnification by the Company.

#### **Age Limit**

Unless otherwise specified in the Policy Schedule, no coverage shall be provided for anyone who, at the time coverage would otherwise become effective, is under the age of 16 years or over 70 years of age.

For and on behalf of Blue Cross (Asia-Pacific) Insurance Ltd.

Authorised Signature
Date of Issue: April 02, 2025

Agent Code: BR A-064

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## SCHEDULE OF BENEFITS

Benefits as percentage of the Sum Insured per Insured Person:

Insured Events	Percentage of Sum Insured
1. Accidental 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	50%
6. Loss of or Permanent Total Loss of use of two Limbs	100%
7. Loss of or Permanent Total Loss of use of one Limb	50%
8. Permanent Total Loss of Speech and Hearing	100%
9. Permanent Total Loss of Hearing in	
(a) both Ears	75%
(b) one Ear	15%
10. Permanent Total Loss of Speech	50%
11. Permanent Total Loss of the Lens of one Eye	30%
12. Removal of the Lower Jaw by surgical operation	30%
13. Loss of or Permanent Total Loss of use of Thumb and four Fingers of	
(a) right hand	70%
(b) left hand	50%
14. Loss of or Permanent Total Loss of use of four Fingers of	
(a) right hand	40%
(b) left hand	30%
15. Loss of or Permanent Total Loss of use of one Thumb	
(a) both right joints	30%
(b) one right joint	15%
(c) both left joints	20%
(d) one left joint	10%
16. Loss of or Permanent Total Loss of use of Fingers	
(a) three right joints	10%
(b) two right joints	7.5%
(c) one right joint	5%
(d) three left joints	7.5%
(e) two left joints	5%
(f) one left joint	2%
(Left hand users can have the coverage percentage left and right hand reversed.)	
17. Loss of or Permanent Total Loss of use of Toes	
(a) all – one foot	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other – toe	2%
18. Fractured Leg or Patella with established non-union	10%
19. Shortening of leg by at least 5 cm	7.5%

The aggregate total of all percentages payable for Accidental Death and Permanent Total Disablement in respect of any one accident shall not exceed 100% and the eligible benefits payable for Permanent Total Disablement and Accidental Medical Expenses shall not exceed the limit of benefits stated in this Policy.

The total amount payable in respect of any one injury shall not exceed the Sum Insured per Insured Person