

# Domestic Helper Insurance Policy

## 家傭全險



QBE Hongkong & Shanghai Insurance Limited

昆士蘭聯保保險有限公司

A member of the worldwide QBE Insurance Group 澳洲昆士蘭保險集團成員

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### COVER

Whereas the Insured has made to **QBE Hongkong & Shanghai Insurance Limited** (hereinafter called "the Company") a written proposal and declaration which together with all statements made in writing including renewal declarations by the Insured shall be the basis of this contract and be considered as incorporated herein.

In consideration of the payment of the premium, and the due observance and fulfillment of the terms and conditions of this Policy or of any renewal thereof insofar as they relate to anything to be done or complied with by the Insured and/or the Insured Person.

Subject to the terms, conditions, exclusions, and memoranda contained herein or endorsed hereon if any of the events referred to in the Benefits shall happen, the Company shall provide indemnity or compensation as specified in the respective sections to the Insured or in the case of death or disablement of the Insured Person to the Insured Person or the Insured Person's legal personal representative.

### PART I - DEFINITIONS

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

"Appointed Medical Service Providers" means the network of registered medical practitioners arranged and managed by the Medical Group as designated by the Company from time to time.

"Benefit" means the sum set out in the Schedule of Benefits against the relevant event.

"Bodily Injury" means bodily injury to the Insured Person caused directly, solely and independently of other cause by violent, accidental, external and visible means.

"Company" means QBE Hongkong & Shanghai Insurance Limited.

"Co-payment" means the cost borne by the Insured in order for the Insured Person to obtain the service from the Appointed Medical Service Providers. Such payment shall be made at the time the service is rendered to the Insured Person.

"Disability" means an Injury or Sickness, and shall include all disabilities arising from the same cause including any and all complications therefrom, except that after ninety (90) days following the latest discharge from Hospital or the last consultation during such time no treatment is received. Any subsequent disability from the same cause shall be considered as a separate disability.

"Effective Date" means the commencement date of the Period of Insurance in the Policy Schedule or the date of change of Insured Person in the endorsement whichever is later.

"Emergency" means a serious medical condition or symptom resulting from Bodily Injury or sickness which arises suddenly and, in the judgment of a reasonable person, requires immediate medical care and treatment, generally required within 24 hours of onset, to avoid jeopardy to the life or health of the Insured Person.

"Hong Kong" means Hong Kong Special Administrative Region of the People's Republic of China.

"Hospital" means an establishment duly constituted and registered as such under the laws of the territory as a hospital for the care and treatment of sick and injured persons as resident patients and which (a) has organised facilities for diagnosis, treatment and major surgery; (b) provides 24 hours a day nursing services by registered graduate nurses; (c) is under the supervision of Medical Practitioner; and (d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rehabilitation rest or convalescent home or home for the aged or similar establishment.

"Hospital Confinement" means an admission of the Insured Person to a Hospital as result of a Medically Necessary condition and is upon recommended by a Registered Medical Practitioner for treatment. Confinement shall be evidenced by a daily room charge billed by the Hospital.

"Injury" means bodily injury to the Insured Person caused solely and directly by violent, accidental, external and visible means and shall exclude bodily Injury caused by Sickness or bacterial / viral infection not occurring through an accidental cut or wound.

"Insured" means the person named in the Policy Schedule who is the legal employer of the Insured Person.

"Insured Person" means the domestic helper named in the Policy Schedule who is legally employed by the Insured and eligible for cover provided in this Policy.

"Law" means the Hong Kong Employees' Compensation Ordinance and also the Common Law.

"Medical Card" means the card issued to the Insured Person by the Company for medical consultation, treatment and/or medication at any network clinics of the Appointed Medical Service Providers.

"Medical Group" means UMP Professional Management Limited.

"Period of Insurance" means the period specified in the schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.

"Permanent Total Disablement" means disablement resulting from Bodily Injury during the Period of Insurance, which has lasted for an uninterrupted period of 365 days from the date of Bodily Injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured Person's life, and which physically entirely and permanently prevent the Insured Person from engaging in gainful employment of any and every kind, the foregoing being duly certified by a Registered Medical Practitioner.

"Personal Accident Benefits" means accidental death or permanent disablement benefits as specified in the Benefits occurring within 12 months from the date of Accident.

"Policy" means this policy document and endorsements issued by the Company, which set out the terms and conditions of this insurance.

"Policy Schedule" means the schedule attached to and forms part of this Policy.

"Registered Chinese Medicine Practitioner" means a Chinese medicine practitioner who is a) duly registered with the Chinese Medical Council of Hong Kong pursuant to the Chinese Medicine Ordinance (Cap. 549) of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; b) legally authorized for practicing Chinese medicine in the locality where the treatment is provided to the Insured Person.

"Registered Medical Practitioner" means a medical practitioner of western medicine (General Practitioner, Physician, Surgeon, Specialist or Anaesthetist) who is a) duly qualified and is registered with the Medical Registration Ordinance of the laws of Hong Kong or a body of equivalent standing in jurisdictions outside Hong Kong; and b) legally authorized for rendering medical and surgical service in the locality where the treatment is provided to the Insured Person.

"Repatriation Expenses" means the expenses actually reasonably and necessarily incurred by the Insured in respect of (a) the repatriation of the Insured Person to his/her country of residence provided that such repatriation shall be on a scheduled flight (economy class) and shall include any transportation for ambulance transfer to and from the airport; or (b) the post-mortem treatment of the Insured Person and transportation of his/her mortal remains to the airport nearest to the place of burial in his/her country of residence.

"Sickness" means illness or disease contracted, investigated, diagnosed or treated or when its signs or symptoms have manifested which would cause an ordinary prudent person to seek diagnosis, care or treatment.

### PART II - BENEFITS

#### 1. SECTION 1 - EMPLOYER'S LIABILITY

If the Insured Person shall sustain bodily Injury or death by Accident or Disease occurring during the Period of Insurance within the geographical area of Hong Kong and arising out of and in the course of his/her employment by the Insured, the Company shall subject to Limit of Indemnity and to the terms exceptions and conditions contained in or endorsed on this Policy (all of which are hereinafter collectively referred to as "the Terms of this section") indemnify the Insured against his/her legal liability in respect of such bodily Injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and

expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith.

Provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Company under this section shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

Further provided that:

- (a) the due observance and fulfillment of the terms of this section in so far as they relate to anything to be done or not to be done or to be complied with by the Insured; and
- (b) the truth of the statements and answers in the proposal and declaration shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this section.

The Company shall also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the terms of this section in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the terms of this section as far as they can apply.

#### **DEFINITIONS (Applicable to Section 1)**

- (a) "Disease" means a disease contracted by an employee of the Insured as a result of his/her exposure to the nature of his/her employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy. This definition applies to Employer's Liability section.
- (b) "Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).
- (c) "The Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- (d) "Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).

#### **LIMIT OF INDEMNITY**

- (a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this section the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to the amount specified in the Policy Schedule as "Limit of Indemnity" irrespective of the number of Insured Person who may sustain bodily Injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of the Insured in respect of a Disease contracted by an Insured Person due to the nature of his/her employment with the Insured which nature of employment applies during a period that extends over more than one Policy Period of Insurance:
  - i. the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the Limit of Indemnity of this section that was in force at the time the nature of the Insured Person's employment to which such Disease was due first affected the Insured Person; and
  - ii. subject to the limitation of paragraph (b) (i) hereof, the Company's indemnity to the Insured under this section including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Insured Person's period of employment falling within the Period of Insurance of this Policy bears to the total period of his/her employment to the nature of which such Disease was due.
- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this section the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses

whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

#### **AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

If the Company is obliged by the Ordinance to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall forthwith repay such amount to the Company.

#### **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 facility agreement not being complied with by the Government or by the Company.

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear. If the Company alleges that the loss falls within the scope of this endorsement, the burden of proving the contrary shall be upon the Insured.

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

Words and phrases in this endorsement shall have the same meaning as in the Policy.

## **2. SECTION 2 - CLINICAL EXPENSES**

The Company shall provide clinical expense benefits through the Appointed Medical Service Providers for outpatient consultation, treatment, and/or medication to the Insured Person with a valid Medical Card at any of the designated network clinics on Sickness or Injury not otherwise excluded:

- (a) general consultation
- (b) specialist consultation\*#
- (c) physiotherapy\*#
- (d) Chinese Medicine Practitioner treatment (including bone-setting and acupuncture)\*

\* Co-payment by the Insured Person per the amount specified in the Policy Schedule applies.

# referral letter from network's Registered Medical Practitioner is required

Subject to the conditions that only one consultation visit per day is allowed on either of the above services and the total number of visits shall not for each 12-month period exceed 25 times where a maximum of 5 visits apply on (d). The Company is entitled to recover any clinical expenses incurred from the Insured where the Sickness or Injury is excluded or maximum benefit limit under the Policy is exhausted. The Insured shall forthwith re-pay the amount to the Company upon request.

No benefit is payable for any 1) cost of extra medication; or 2) expenses incurred at any clinic or medical establishment which is not a member of the Appointed Medical Service Provider's network.

Provisions:

- (a) The Insured Person shall present the Medical Card and personal identification at registration.

- (b) Any charges of the uncovered services shall be made to the Medical Group directly at the time the service is rendered to the Insured Person.
- (c) The Insured Person, the Insured and any other person shall consult any Registered Medical Practitioner of the Medical Group at his or her own choice.

The Company shall not be liable for:

- (i) expense not under taken or recommended by any Registered Medical Practitioner of the Medical Group
- (ii) any Extra Medication
- (iii) any Long Term Medication

When Extra or Long Term Medication is required, the Insured or the Insured Person is not obliged to procure the medication within the clinic pharmacy of the Appointed Medical Service Provider's network.

For the expenses incurred by the Insured Person to the Appointed Medical Service Provider's network, which the Company would not otherwise be liable under this Policy, the Company reserves the right to recover the relevant lost from the Insured.

**DEFINITIONS (Applicable to Section 2)**

Common Medication shall generally be regarded as first line short-term medication for treatment of common diseases handled by Registered Medical Practitioners.

Extra Medication includes expensive medications, short course of long-term medications, and those medications other than the Common Medication.

Long Term Medication shall generally be regarded as medications for treatment of chronic diseases and any other medications with a prescription period of more than 21 days and expensive medication include but not limited to specific anti-viral, anti-cancer and/or hormonal therapy.

**ADDITIONAL BENEFIT (Applicable to Section 2)**

Emergency Out-patient Expense

In the event of an Emergency to the Insured Person who necessarily requires the unplanned care and treatment in a Government Hospital as an outpatient, the Company will reimburse the actual expenses up to the sub-limits and subject to the maximum total limit of visits as stated in the Policy Schedule.

**3. SECTION 3 - SURGICAL AND HOSPITALISATION EXPENSES**

The Company shall reimburse the expenses (after deduction of any sum recovered or recoverable from any other sources) reasonably and necessarily incurred by the Insured Person during the Period of Insurance for Hospital Confinement as an in-patient of a Hospital undergoing medical treatment or surgery in accordance with the following benefit schedule:

Benefit schedule per Disability	Amount payable up to	Amount payable up to
Applicable to	Plan 2 and 3	Cancer and Heart Disease Extension
(a) Room and Board & other miscellaneous Hospital charges	HK\$300 per day	HK\$500 per day
(b) Surgical fee	HK\$10,000 per Disability	HK\$60,000 per Disability (including implanted medical device)
(c) Anaesthetist's fee	33% of eligible surgical fee	33% of eligible surgical fee
(d) Operating theatre fee	33% of eligible surgical fee	33% of eligible surgical fee
(e) Post - Hospitalisation follow up consultation - per Disability & within 45 days after discharged	HK\$150 per visit upto HK\$1,000	N/A
(f) Laboratory tests at any licensed centre, clinic or Hospital	N/A	HK\$5,000 per Disability
Total amount payable per Disability	HK\$100,000	HK\$150,000

For Disability arising from cancer or heart disease of which the claim is admissible under this Policy, the benefits payable shall be extended to include expenses on laboratory tests which are related to the disease, recommended by a Registered Medical Practitioner and conducted at any licensed laboratory centre, clinic or Hospital.

The total amount payable for each 12-month period shall not exceed HK\$100,000 in aggregate (without Cancer and Heart Disease Extension) or HK\$150,000 in

aggregate (with Cancer and Heart Disease Extension).

Subject otherwise to the terms, conditions and exclusions of this Policy.

**4. SECTION 4 - DENTAL EXPENSES**

The Company shall reimburse two-thirds of the expenses (after deduction of any sum recovered or recoverable from any other sources) reasonably and necessarily incurred by the Insured Person for oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease during the Period of insurance up to a maximum of HK\$3,000 for each 12-month period provided that such treatment and service are received from a legally qualified and registered dentist in Hong Kong.

**5. SECTION 5 - PERSONAL ACCIDENT BENEFITS**

The Company shall pay the compensation provided hereunder in respect of an Injury to the Insured Person caused by an Accident, solely and independently out of any other cause on his/her rest days during the Period of Insurance, resulting in the Insured Person's death and disablement as stated and qualified hereunder within 12 months from the date of the Accident:

5.1 Accidental death .....	} HK\$200,000
5.2 Permanent total disablement .....	
5.3 Loss of two or more limbs .....	
5.4 Loss of sight of both eyes .....	
5.5 Loss of one limb and sight of one eye .....	} HK\$100,000
5.6 Loss of one limb .....	
5.7 Loss of sight of one eye .....	

Loss of limb shall mean physical amputation of a hand or foot at or above the wrist or ankle or of an arm or leg at or above elbow or knee. Loss of sight shall mean total and irrecoverable loss of all sight.

**6. SECTION 6 - LOSS OF SERVICES CASH ALLOWANCE (OR TEMPORARY HELPER EXPENSES)**

The Company shall pay a daily cash allowance of HK\$200 as a compensation on the loss of services to the Insured or hiring a temporary domestic helper commencing from the 1st day of an uninterrupted Hospital Confinement of the Insured Person during the Period of Insurance as an in-patient for treatment or surgery provided that the total amount payable for each 12-month period shall not exceed HK\$6,000.

**7. SECTION 7 - REPATRIATION EXPENSES**

The Company shall reimburse the Repatriation Expenses (after deduction of any sum recovered or recoverable from any other sources) reasonably and necessarily incurred up to HK\$20,000 for each 12-month period in the event that the Insured Person suffers from a death, serious Sickness or Injury resulting in him/her being unable to perform the service contract and certified by a Registered Medical Practitioner as medically unfit to work leading to early termination of his/her employment contract.

**8. SECTION 8 - REPLACEMENT HELPER EXPENSES**

The Company shall reimburse the expenses (after deduction of any sum recovered or recoverable from any other sources) reasonably and necessarily incurred by the Insured to employ a new domestic helper up to HK\$10,000 for each 12-month period provided a valid claim is payable under Section 7 "Repatriation Expenses" of this Policy.

**9. SECTION 9 - FIDELITY GUARANTEE**

The Company shall pay the Insured for a pecuniary loss directly resulting from an act of fraud or dishonesty committed by the Insured Person up to a maximum of HK\$10,000 for each 12-month period, subject to a sub-limit of HK\$3,000 for each 12-month period on unauthorized long distance calls.

Provided that:

- (a) the act of fraud or dishonesty must be committed during the Period of Insurance;
- (b) the act of fraud or dishonesty must be discovered during the Period of Insurance or within 30 days after the Policy expiry or within 30 days after death, dismissal or expiry of employment contract with the Insured Person, whichever is the earlier;
- (c) moneys due by the Insured to the Insured Person shall be deducted from any amount otherwise payable under this section;
- (d) discovery of any act of fraud or dishonesty must be reported to the Police within 24 hours; and
- (e) the Insured has a duty to prove that the pecuniary loss is a direct result of an act of fraud or dishonesty committed by the Insured Person.

## 10. SECTION 10 - DOMESTIC HELPER'S LIABILITY

The Company shall indemnify the Insured Person against all sums which the Insured Person shall become legally liable to pay by way of compensation consequent upon bodily Injury or property damage to third party other than the Insured and/or the member of the Insured's household occurring during the Period of Insurance caused by a negligence act in the course of employment.

The total amount payable for each 12-month period shall not exceed HK\$500,000 in aggregate, including all costs and expenses.

## 11. SECTION 11 - FAMILY MEMBER'S MEDICAL EXPENSES

If an Insured's family member below 3 years of age sustains bodily Injury caused by intentional malicious act of the Insured Person, the Company shall cover the medical expenses reasonably and necessarily incurred on the treatment up to HK\$20,000 for each 12-month period provided that the incident is reported to the Police immediately upon discovery and a medical report filed to the Company.

## PART III – EXCLUSIONS

This Policy does not cover or apply to any loss which is caused directly or indirectly by or resulted from:

### 1. Applicable to Part II - All Sections

- (a) Any consequence of declared or undeclared war, hostilities or warlike operations, invasion or civil war mutiny rebellion revolution insurrection or military or usurped power.
- (b) Intentional self-inflicted Injury or suicide (whether felonious or not) or any attempt while sane or insane.
- (c) Childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by Accident.
- (d) Intoxication by alcohol, narcotics or drugs (not prescribed by a Registered Medical Practitioner) and treatment in connection with addiction to drugs or alcohol.
- (e) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
- (f) Any claim arising from pre-existing Sickness or Injury already existed or with sign or symptom presented whether or not the Insured Person is or should have reasonably been aware of prior to the Effective Date. For the purpose of Sections 2, 3, 4 and 6 under Part II, no Benefits shall be payable for claim arising from any such pre-existing conditions which resulting in medical treatment being received within three (3) consecutive months immediately prior to the Effective Date. In the event that no medical treatment is sought for on such pre-existing conditions within three (3) consecutive months immediately after the Effective Date on the Insured Person, Benefits under these Sections shall subsequently become effective.
- (g) Any claim arising from Sickness or Injury or event occurred outside the geographical area of Hong Kong unless the Insured Person is accompanying the Insured in the course of employment for an overseas trip.
- (h) 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.
- (i) Any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - i. nuclear weapons material;
  - ii. ionizing radiation 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) Loss, damage, death, Injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
  - i. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - ii. any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

An act of Terrorism shall mean an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

- (k) The Insured Person being in any violation of the laws or resistance to arrest.

### 2. Applicable to Part II – Section 1 (Employer's Liability)

- (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 liability arising from Pneumoconiosis, Mesothelioma or Noise-Induced Deafness.
- (e) The Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance.
- (f) 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.
- (g) Any Injury by Accident or Disease attributable to war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection or military or usurped power.
- (h) 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.
- (i) Any Injury by Accident or Disease sustained by the Insured Person outside the geographical area of Hong Kong unless such Injury is arising out of and in the course of employment whilst the Insured Person is accompanying the Insured on an overseas trip.

### 3. Applicable to Part II – Section 2 (Clinical Expenses), Section 3 (Surgical and Hospitalisation Expenses) and Section 6 (Loss of Services Cash Allowance / Temporary Helper Expenses)

- (a) Cosmetic or plastic surgery or any treatment for the purpose of beautification.
- (b) Any condition arising out of congenital defect or disease.
- (c) Any dental treatment or diagnosis, eye refraction, the supply of hearing aids, prosthesis, pacemakers, blood plasma or the provision of special nursing care.
- (d) Any medical services associated with pregnancy including abortion or sterilisation whether male or female.
- (e) Any test, treatment or condition related to infertility including but not limited to impotence or contraceptive techniques.
- (f) Any psychiatric disorder or rest cure.
- (g) Any condition caused by chronic alcoholism or drug addiction.
- (h) Any suicide, attempted suicide, self mutilation, willful or self-inflicted injury and the sequelae thereof.
- (i) Routine physical examinations, health check-ups or tests or any treatment which is not medically necessary.
- (j) Pap smears requested by the patient except those recommended by the Medical Group's doctors.
- (k) Venereal diseases or their sequelae.
- (l) Injuries arising directly or indirectly from war, declared or undeclared, strike, riot, revolution or any warlike operation.
- (m) Radiotherapy or investigation or treatment involving radioactive isotopes such as PET Scan.
- (n) Immunisations with the exception of tetanus.
- (o) Any medication or tonics, appetite stimulants, depressants if requested by patient and not by the Medical Group's doctors.
- (p) Any investigation and treatment of AIDS and ARC.
- (q) Treatment outside of Hong Kong Special Administrative Region.
- (r) Tuberculosis associated treatment should be subject to referral to government hospital.
- (s) Any long-term medication which is required for more than 21 day period and expensive medication include but not limited to specific anti-viral, anti-cancer and/or hormonal therapy.
- (t) Any matters associated with tuberculosis and kidney dialysis.

### 4. Applicable to Part II – Section 4 (Dental Expenses)

- (a) One-third of the amount of each and every adjusted claim payable.

- (b) Any routine examination, scaling, polishing or cleaning and crowning.
- (c) Cost of any bridges, braces and dentures.

**5. Applicable to Part II – Section 5 (Personal Accident Benefits)**

- (a) Injury occurring outside the rest days of the Insured Person.
- (b) The Insured Person engaging in or taking part in illegal activities, driving or riding in any kind of motor race or underwater activities involving the use of breathing apparatus.
- (c) The Insured Person is a Hong Kong Permanent Resident

**6. Applicable to Part II – Section 7 (Repatriation Expenses) & Section 8 (Replacement Helper Expenses)**

Any repatriation or transportation of mortal remains originating outside Hong Kong.

**7. Applicable to Part II – Section 10 (Domestic Helper's Liability)**

- (a) Any claim arising out of or in connection with Employees' Compensation Ordinance.
- (b) Any property damage claim belonging to or held in trust by or in the custody or control of the Insured Person.
- (c) Any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached in the absence of such agreement.
- (d) Any claim arising out of the ownership possession operation control maintenance or use of any vehicle or trailer or any aircraft or watercraft.
- (e) Any claim caused by the nature or condition of any goods or services supplied by the Insured Person.
- (f) Any claim from sub-contractors to the Insured Person or persons engaged in or upon the service of such subcontractors.
- (g) 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.
- (h) Any liability arising out of the publication or utterance of a libel or slander.
- (i) Any fines, penalties, liquidated damages, punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages.
- (j) Any claims made and actions instituted outside the jurisdiction of Hong Kong.

**PART IV – WAITING PERIOD**

A 10-day waiting period from the Effective Date of the Insured Person's insurance shall be applicable to Part II – Sections 2, 3, 4 and 6 of the Benefits for the Insured Person. No benefits shall be payable under these sections in respect of any event occurring during the waiting period.

**PART V – DOMESTIC HELPER ASSISTANCE SERVICES**

The Company has arranged a 24-hour assistance service with Inter Partner Assistance Hong Kong Limited (IPA) to assist the Insured in case of the following:

**1. Domestic Helper Advice**

Upon the Insured's request, IPA can provide the Insured with information relating to the overseas domestic helpers according to the information released by the Labour Department of Hong Kong.

**2. Arrangement of Temporary Domestic Helper**

Upon the Insured request, IPA will arrange for a temporary domestic helper to take care of the Insured's child(ren) or other family members during the Insured Person's absence. The Company will reimburse the expenses incurred subject to the terms and conditions under Part II Section 6 of this Policy.

**3. Medical Repatriation to Home Country**

Should the Insured Person suffers from a death, serious Sickness or Injury which has been certified to be medically unfit to continue employment with the Insured, IPA will arrange for repatriation of the Insured Person to his/her country of residence by any other appropriate means of transportation. If necessary, IPA will arrange medical escort for the patient. The Company will reimburse the expenses incurred subject to the terms and conditions under Part II Section 7 of this Policy.

**4. Repatriation of Mortal Remains/Ashes**

Upon the death of the Insured Person, IPA will make necessary arrangements for the repatriation of the body or ashes to the deceased Insured Person's country of residence. The Company will reimburse the expenses incurred subject to the terms and conditions under Part II Section 7 of this Policy.

IPA shall not be held responsible for the delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity or acts of God or any other event of Force Majeure which prevents IPA from providing such assistance services. The use of the above services arranged by IPA is at the Insured's own accord. We will not be liable for any loss arising from the use of such services.

The Company's service provider and the professionals to whom the Insured Persons are referred by the Company's service provider are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of the service provider and these professionals such as, and not limited to, physicians, hospitals and clinics.

Simply make a call to 24-Hour Assistance Hotline + 852 2861 9239

Please quote the following when the Insured or the Insured's representative call:

- (a) Policy Number
- (b) the Insured Person's name
- (c) a brief description of the accident and the nature of assistance required

**PART VI – CONDITIONS**

**1. POLICY CURRENCY**

This Policy is issued in Hong Kong currency.

**2. CLAIM PREVENTION**

The Insured parties shall take all reasonable precautions to prevent Accidents and disease and shall comply with all statutory obligations.

**3. FRAUD**

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

**4. RENEWAL PROCEDURE**

Before renewing this Policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the preceding Period of Insurance including notice of any disease physical or mental defect or infirmity affecting the Insured Person.

**5. 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.

**6. CLAIMS PROCEDURE**

- (a) Clinical Expenses Claims at Appointed Medical Service Provider

Insured Person needs to present a valid Medical Card issued by the Company for medical consultation, treatment and/or medication at any network clinics of the Appointed Medical Service Provider, and make Co-payment where necessary per the fee scale specified in the Policy Schedule.

- (b) Other Claims

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

All expenses, except Domestic Helper's Liability, shall in the first instance be paid by the Insured unless otherwise agreed. Original invoices and receipts are required to be submitted with the claim form to the Company for reimbursement.

- i. **Claims Notification Demands etc.** In the event of any occurrence which may give rise to a claim under this Policy the Insured parties shall immediately give notice thereof in writing to the Company with full particulars.

The Insured parties shall also give the Company notice in writing immediately the Insured parties becomes aware of any intention to prosecute the Insured parties any impending prosecution inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter claim writ summons and process shall be forwarded to the Company immediately on receipt.

- ii. **Claims Control by the Company.** The Company shall be entitled upon notice to the Insured parties to take over and conduct in the name of the Insured parties the defense or settlement of any claim demand or proceedings against the Insured parties. In that event:

- the Insured parties shall provide all such information and assistance including the latest earnings of all employees duly certified as being correct by an independent auditor and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and
- the Insured parties shall not without the written consent of the Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

iii. **Record of Payments by the Insured applicable to Employer's Liability Section** Where the Insured pays all or any part of a claim for which he/she is liable and for which indemnity is provided by this Policy, the Insured shall obtain duly witnessed signed receipts for such payments and shall retain in a safe place all such signed receipts and records and documents relating to such payments and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records and documents.

#### 7. OTHER INSURANCE

If at the time a claim is made by the Insured parties under this Policy there is any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

#### 8. WAIVER OF CLAIMS

The Insured parties shall not enter any agreement the effect of which will waive any claim which the Insured parties would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured parties for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.

#### 9. SUBROGATION

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured parties any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured parties in respect of any liability on the part of the Insured parties for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim.

The Insured parties shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

#### 10. PROOF OF LOSS

It is a condition precedent to any liability of the Company under this Policy that the Insured parties shall at his/her own expense furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured parties to have a medical examination on the Insured Person from time to time or in the case of death upon reasonable notice to the Insured Person's legal personal representative to have a post-mortem examination of the body.

The death of the Insured Person shall be established by an official death certificate. Any claim arising from the death of the Insured Person shall be payable to the Insured Person's legal personal representative.

#### 11. CANCELLATION

The Insured may, subject to no claims, at any time cancel this Policy by delivering to the Company a notice in writing whereupon the Company shall retain the customary short period rate for the time the Policy has been in force.

The Company may at any time cancel this Policy by giving seven days written notice to the Insured. This notice is to be posted by mail to the Insured at the address last notified to the Company. Proof of mailing shall be sufficient proof of notification.

After the Policy has been cancelled by the Company, the Company shall refund to the Insured the proportionate part of any premium paid in respect of the unexpired period of the Policy.

Short Period Rates are defined as:

<b>Policy Period not exceeding</b>	<b>Premium payable by the Insured</b>
1 month	50% of annual rate
2 months	60% of annual rate

3 months	60% of annual rate
4 months	60% of annual rate
5 months	70% of annual rate
6 months	80% of annual rate
7 months	80% of annual rate
Exceeding 7 months	100% of annual rate

#### 12. ARBITRATION

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 in difference within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured parties for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the Provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### 13. JURISDICTION CLAUSE

The Company shall not be liable under this Policy in respect of judgements against the Insured which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong.

#### 14. MINIMUM RETAINED PREMIUM CLAUSE

Notwithstanding anything contained herein to the contrary of this Policy, in the event of any Policy amendment including cancellation requested by the Insured after Policy inception, the premium retained by the Company shall be subject to a minimum and non-refundable amount of HK\$450 unless stated otherwise in the Policy Schedule or endorsement.

#### 15. RIGHTS OF THIRD PARTIES

Any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP. 623) or any other applicable law to enforce any term of this Policy.

#### 16. SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. ☹

#### WHAT TO DO WHEN A WORK INJURY OCCURS TO YOUR DOMESTIC HELPER.....

1. In the event of a domestic helper sustaining Injury during the course of his/her employment, the employer shall send the injured domestic helper to the nearest government Hospital for medical treatment.
2. If the injured domestic helper is granted sick leave, the employer needs to complete and forward "FORM II" in duplicate to the Labour Department within FOURTEEN days of the Accident and send copy of the completed FORM II, along with a copy of the Identity Card of the injured domestic helper, to the Company at the same time.
3. When the injured domestic helper recovered to resume normal work, the employer should follow the instructions given by the Labour Department to complete all necessary procedures for the assessment of compensation.
4. For claim processing, please submit to the Company as soon as possible the Original Sick Leave Certificates; Original Medical Expenses Receipts; Original Form 5 and Original Form 7 (if any).
5. In case of any enquiries relating the Accident and claim, please contact the Company's Claims Department at hotline +852 2877 8608.

## Personal Information Collection Statement

The Company may use the personal data the Company collects about you, which may include your name, address and other contact details, date of birth, bank account or credit card details, HK ID card number, information about your dependents and health records, and which we may collect when, for example, you apply for, renew or make a claim under a policy and/or you correspond with us, for the following purposes:

### Insurance Services (mandatory)

1. processing and assessing of applications for any insurance products and daily operation of the related services;
2. administering your insurance policy and providing services in relation to your insurance policy;
3. any alterations, variations, cancellation or renewal of any insurance and related services;
4. investigating, analyzing, processing and paying claims made under your insurance policy;
5. invoicing and collecting premiums and outstanding amounts from you;
6. exercising any right under the insurance policy including right of subrogation, if applicable;
7. complying with the requirements under any law and regulation, industry codes, guidelines, requests from regulators, industry bodies, government agencies, law enforcement agencies and court orders;
9. for statistical or actuarial research undertaken by the Company, other members of the QBE Group or its regulators;
10. for the operation and administration of the Company's internal business including without limitation any corporate reorganisation;
11. contacting you for any of the above purposes; and
12. other ancillary purposes which are directly related to the above purposes.

The personal data you provide to the Company may be provided or transferred to the following persons in Hong Kong or overseas for the purposes set out in the above paragraph or directly related purposes or as otherwise permitted by applicable law:

- a. any agent, advisor, contractor or third party service provider (whether within or outside the QBE Group) who provides administrative, telecommunications, computer, payment, debt collection, security, research, ratings, consulting services, product design, marketing (where you have consented to direct marketing as described below), data processing or storage or related services or any other person carrying on insurance or reinsurance related business, or an intermediary, or a claim or investigation or other service provider providing services relevant to insurance business;
- b. any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
- c. any members of the Federation by the Federation for any of the purposes referred to in (b) above or directly related purposes;
- d. government bodies, regulators or any other body to whom the Company or any company within the QBE Group is required to or has agreed to make disclosure under any applicable laws or regulations;
- e. lawyers;
- f. auditors; and
- g. other insurance companies within the QBE Group which have undertaken to keep such information confidential.

Some of these persons may be located in countries overseas, namely Australia, where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the data protection laws of Hong Kong. That means your personal data may not be protected to the same or similar level as in Hong Kong. However, the Company will only transfer your personal data to a service provider or overseas where the Company is satisfied that adequate levels of protection are in place to protect the integrity and security of any information being processed and compliance with applicable privacy and data protection laws.

In the unlikely event that the Company, any companies within the QBE Group, or its or their brands or substantially all of any of its or their assets are acquired by an unrelated third party, your personal data may be one of the transferred assets. By providing your personal data to the Company, you agree that the Company may disclose your personal data, on a confidential basis, to any prospective transferee and its professional advisors for the purposes of their due diligence investigations, the completion of any such transaction and the continued operation of the acquired business.

You do not have to provide your personal data to the Company, but if you do not provide certain personal data (for example, the information indicated as mandatory on the relevant application, registration or renewal forms, or your contact details if you send us an enquiry), it would not be possible for the Company to process your application and render the services or to otherwise correspond with you.

The Company is committed to ensuring your personal data is kept secure and confidential and not kept for longer than is necessary.

### Direct Marketing of Products and Services

To provide a more comprehensive range of financial and insurance services, the Company would like to use your name and the contact details you provide to us (for example, your mobile phone number, residential phone number, office phone number, residential address, correspondence address and email address), alongside information that you provide about your age, gender and occupation (the "Marketing Personal Data"), to provide you with direct marketing communications about the Company's products and services including but not limited to the Company's insurance, banking, financial services, provident schemes and general insurance products but the Company cannot do so without your consent.

The Company intends to share, from time to time and for money and other property, your Marketing Personal Data with Manulife (International) Limited, Manulife Asset Management (Hong Kong) Limited, Manulife Provident Funds Trust Company Limited and any investment fund sponsored or managed from time to time by a member within the group of Manulife Financial Corporation (collectively "Manulife") or QBE General Insurance (Hong Kong) Limited for the purpose of marketing to you their insurance, investment fund, provident schemes, and other financial products and services including general insurance products and services, but we will not do so without your written consent.

If you do not want to receive any direct marketing, you may withdraw your consent at any time free of charge by contacting the Company's Data Protection Officer below.

### Your rights

You have the right to ascertain the Company's policies and practices in relation to personal data, and to obtain access to and to request correction of your personal data held by the Company. Your right to access your personal data may be subject to payment of an administrative fee. Requests for such access or correction, to withdraw consent for direct marketing, or for further information about our data privacy policies and practices, can be made in writing to the Data Protection Officer, QBE Hongkong & Shanghai Insurance Limited, 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.



QBE



合資格的會員可透過下列途徑取得最新網絡醫生名錄及服務指南。

Eligible members can obtain the Up-to-date doctor list and services user guide with below methods.

方法一 Method 1

1. 進入聯合醫務網址首頁 [www.ump.com.hk](http://www.ump.com.hk)

Visit UMP website homepage

2. 按右上角的網絡醫生名錄

Click Panel Provider List on right corner



3. 在「醫療服務」欄位格內輸入登入碼

Enter the Access code into the "Medical" input field



The screenshot shows the '網絡醫生名錄' (Panel Doctor List) login page. A red box highlights the '醫療服務' (Medical Services) input field. An arrow points from a box containing the access code '登入碼 Access Code: QHSCAU' to this field. The page also includes a '牙科服務' (Dental Services) input field and a '登錄' (Login) button.

## 方法二 Method 2

1. 下載智能手機免費應用程式「UMP 服務點」  
Download free Apps 「UMP 服務點」



2. 在「醫療服務」欄位格內輸入登入碼

Enter the Access code into the "Medical" input field

登入碼 Access Code:  
QHSCAU

醫生名冊

聯合醫務 聯合醫務保健集團  
ump UMP Healthcare Group

網絡醫生名錄  
Panel Provider List

醫療服務

牙科服務

登入

只供UMP機構客戶使用

語言 資料下載

繁體 簡體 Eng 繁體 變動

以上網絡資料不定時更新, 每次求診前請透過上述途徑查詢最新網絡醫生資料。一些刊載的服務可能不適用於個別醫療計劃及需要網絡醫生發出的轉介信, 詳情詢問人事部或保險公司。

Panel doctor list will be updated at regular intervals, please retrieve the most update panel doctor list through above channels before making any visits. Some services listed may not be covered in specific medical scheme and referral letter issued by panel doctors are required. Please inquire your Human Resources or insurance company for details.

此指南之內容只供合資格之成員參考,並非作公眾傳閱。

Information contained in this User Guide is for the exclusive use of eligible members as reference and should not be distributed for public circulation.