



DOMESTIC HELPER PROTECTOR 3.0

This Policy forms a binding contract between AIG Insurance Hong Kong Limited (hereinafter referred to as "**We**", "**Us**", "**Our**" or "**Company**") and the person named in the Policy Schedule as the policyholder (hereinafter referred to as "**You**" or "**Your**" or "**Policyholder**"), the basis of which is the Proposal and Declaration provided to Us. You shall ensure that all information that You provide to Us is accurate and that You provide full and frank disclosure to Us of all material facts which You know or ought to know in the formation of this Policy, failing which We are entitled to avoid this Policy from inception and refuse to make any payment under this Policy.

In consideration of You paying Us the premium as specified in the Policy Schedule, We agree to indemnify You and/or the Insured Person pursuant to the coverage available under Part 2 - Benefits, which are subject to the Policy Terms.

It is important that You read this Policy carefully, including all definitions, exclusions, conditions and any endorsements thereon, and make sure that You understand them.

Please check all the information in Your Policy Schedule and those provided by You to Us from time to time are correct and updated. Do let Us know straight away if any changes are needed.

PART 1 - GENERAL DEFINITIONS APPLICABLE TO THIS POLICY

Wherever the words or phrases appear in this Policy and begin in uppercase, the definitions with interpretation as set out in this Policy will apply unless indicated otherwise. Where appropriate, words expressed in plural shall also have their singular meaning and vice versa. Please note that this Policy has been designed to offer multiple Plans and therefore not all the definitions listed herein will be relevant to the selected Plan shown in the "*Section Benefits*" of the Policy Schedule of this Policy. Headings and titles of this Policy are solely for reference and description only and have no interpretational value or meaning to this Policy. All references to specific legislation include amendments and re-enactments.

The following definitions apply to benefits of this Policy where applicable:

Accident or Accidental means a sudden, unforeseen, fortuitous, violent, visible and specific event caused external to the body which occurs at an identifiable time and place during the Period of Insurance.

Acquired Immune Deficiency Syndrome or AIDS shall have such meanings assigned to it by the World Health Organization including Opportunistic Infection, Malignant Neoplasm, Human Immune Deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or Illness in the presence of a zero-positive test for HIV provided that:

- (a) Malignant Neoplasm includes but is not limited to Kaposi's sarcoma, central nervous system lymphoma and/or other malignancies now known or which become known as immediate causes of death, an Illness, or disability, in the presence of Acquired Immune Deficiency Syndrome (AIDS).
- (b) Opportunistic Infection includes but is not limited to pneumocystis carinii pneumonia, organism of chronic enteritis, virus and/or disseminated fungi infection.

Activities of Daily Living means the following 6 activities which an Insured Person can perform on their own:

- (a) Washing means the ability to wash in the bath, or shower or wash by other means.
- (b) Dressing means the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical or medical appliances.
- (c) Feeding means the ability to feed oneself food after its preparation and being made available.
- (d) Toileting means the ability to use the lavatory or manage bowel and bladder function through the use of protective undergarments or surgical appliances if appropriate.
- (e) Mobility means the ability to move indoors from room to room on level surfaces.
- (f) Transferring means the ability to move from a bed to an upright chair or wheelchair, and vice versa.



Aggregate Period means the maximum time period for which a Sum Insured is payable as specified against a Benefit in the Policy Schedule.

Chiropractor means a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practise chiropractic medicine. The attending Chiropractor must not be You, or Your business partner, employer, employee, agent, or Family Member.

Chronic Medical Condition means a medical condition that cannot be prevented by a vaccine or cured by medication, is recurrent or is expected to persist for the remainder of the Insured Person's natural life.

Chinese Medicine Practitioner means a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practise Chinese medicine (including an acupuncturist or bonesetter). The attending Chinese Medicine Practitioner must not be You, or Your business partner, employer, employee, agent, or Family Member.

Civil War means a hostile conflict by means of armed forces carried on between opposing citizens of the same nation or state.

Dentist means a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practice dentistry. The attending Dentist must not be You, or Your business partner, employer, employee, agent, or Family Member.

Doctor means a legally registered, licensed and qualified medical practitioner to practise western medicine and authorized by the relevant regulatory authority of that jurisdiction to provide medical or surgical service within the scope of their license, specialized accreditation and training. The attending Doctor must not be You, or Your business partner, employer, employee, agent, or Family Member.

Endorsement means a written notice stating an amendment, deletion or addition made to this Policy.

Family Member means the Insured Person's or Policyholder's brother, child, grandchild, grandparent, parent, sister or spouse.

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

Hospital means any medical institution lawfully operated for the care and treatment of sick or injured persons:

- (a) with organised facilities for diagnosis and surgery (including operating theatres) in the same premises;
- (b) with 24 hours daily nursing service by registered graduate nurses; and
- (c) operated under the supervision of Doctor(s).

This does not include a clinic, a nursing home, rest home, a place for the purposes of convalescence, palliative care, hospice or rehabilitation centres, a place used for custodial care, a place for the purposes of medical quarantine, a place for the treatment of alcoholics or drug addicts, institution to treat mental or behavioral disorders, sanatorium, any transitional care centre or home for the aged or similar establishment, even if located at the same place.

Hospitalised / Hospitalisation means the admission of the Insured Person to a Hospital as an Inpatient during the Period of Insurance evidenced by daily boarding charges imposed by a Hospital.

Household Member means any individual ordinarily residing in Your Residence, including roommates or tenants.

Illness means a sickness, disease or other physical conditions characterised by a pathological deviation from the normal healthy state. For the avoidance of doubt, Illness includes but not limited to infectious diseases, heatstroke, decompression sickness, hypothermia and mountain sickness. Benefits under this Policy are payable for Illness after expiry of the Waiting Period.

Inception Date means the date specified in the Policy Schedule on which the cover under this Policy first commences.



Injury means an identifiable physical injury which is caused by an Accident solely and independently of any other causes (except sickness directly resulting from, or medical or surgical treatment rendered necessary by such Injury), pre-existing condition or congenital condition.

Inpatient means the confinement of the Insured Person in a Hospital for a continuous period of at least six (6) consecutive hours as a registered patient for Medically Necessary treatments and such confinement is certified as necessary by an attending Doctor.

Insured Person means a local worker (who is a domestic helper, doula or chauffeur) unnamed, or foreign worker (who is a domestic helper or chauffeur) named in the Policy Schedule, who is nominated and legally employed by You, and who is eligible for and covered by the insurance provided in this Policy during its valid Period of Insurance. Any foreign worker must hold a valid employment visa issued by Hong Kong Immigration Department for the employment with You. Cover applies until the end of the Period of Insurance or the date upon which the Insured Person ceases their employment with You, whichever occurs first.

Insurrection means a violent uprising of citizens in resistance to their government.

Medical Expenses means the actual Medically Necessary expenses incurred to treat the Insured Person or as prescribed by a Doctor or a Dentist for:

- (a) inpatient or outpatient medical or surgical treatments;
- (b) room and board charges for Hospitalisation (restricted to reasonably and necessarily charges incurred only by the Insured Person during Hospitalisation);
- (c) medical or surgical supplies;
- (d) nursing treatment;
- (e) ambulance charges; and/or
- (f) dental treatment necessarily incurred to restore sound and natural teeth following an Accident.

Medically Necessary means a medical service provided on the written recommendation or advice of a Doctor, or a Dentist which is:

- (a) consistent with the diagnosis and customary medical treatment for a covered Injury or Illness, if applicable;
- (b) in accordance with the standard of good medical practice, consistent with current standard of professional medical care and of proven medical benefits;
- (c) not of an experimental, investigational, research, preventive or screening in nature; and
- (d) fair, for which charges are incurred and do not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age for a similar Injury or Illness in accordance with accepted medical standards and practice that could not have been omitted without adversely affecting the Insured Person's Injury or Illness.

However, We have the right to appoint a Doctor at Our own discretion to confirm that the medical service meets the above definition of medically necessary and the decision of Our appointed Doctor shall be final and binding.

Medically Unfit means the Insured Person is unable to perform the duties they are employed for, as certified by the attending Doctor. However, We have the right to appoint a Doctor at Our own discretion and the decision of Our appointed Doctor shall be final and binding.

Outpatient means being a registered patient, who is not an Inpatient, seeking Medically Necessary treatments either in a Hospital or in a medical clinic.

Period of Insurance means the period shown on the Policy Schedule during which cover under this Policy applies to You and the Insured Person, and for which premium has been paid.



Physiotherapist is a person who is legally registered, licensed and authorized by the relevant regulatory authority of that jurisdiction to practice physiotherapy to treat disease, injury, or deformity by physical therapeutic methods such as massage, heat treatment, and exercise rather than by drugs or surgery. The attending Physiotherapist must not be You, or Your business partner, employer, employee, agent, or Family Member.

Policy means this insurance contract which consists of the Proposal and Declaration, this policy wording, the Policy Schedule and any other documents We may issue to You or the Insured Person that are stated to form part of this Policy (such as any Endorsement to this Policy).

Policy Effective Date means the later of:

- (a) the Inception Date;
- (b) the effective date of increased benefits or Sum Insured endorsed on this Policy in relation to You and/or the Insured Person, but only in respect to the increased benefits or Sum Insured;
- (c) the effective date of the change of Insured Person on whom We have endorsed on this Policy; or
- (d) the last reinstatement date of this Policy.

Policyholder / You / Your means the person named in the Policy Schedule as the policyholder and who also is the employer of the Insured Person. The Policyholder owns this Policy and is responsible for premium payments and has the right to exercise all privileges under this Policy.

Policy Schedule means the document titled "*Policy Schedule*" attached to this Policy, which shows the Period of Insurance, the particulars of You and the Insured Person, and the applicable benefits with the corresponding Sum Insured. It should be read in conjunction with this Policy.

Policy Terms means all terms, exclusions and conditions contained in or endorsed on this Policy.

Pre-existing Condition means any injury, illness, disease or other medical condition:

- (a) known by You or the Insured Person prior to the Policy Effective Date;
- (b) for which the Insured Person has sought, is required to receive medical treatment (irrespective of whether such treatment was actually received), or has received advice or diagnosis before the Policy Effective Date;
- (c) which first manifested itself, worsened, became acute or presented signs or symptoms prior to the Policy Effective Date and which would have caused any reasonable person to seek diagnosis, care or treatment; or
- (d) which is a Chronic Medical Condition diagnosed before the Policy Effective Date.

Proposal and Declaration means any signed, subscribed or confirmed proposal and/or application of this Policy, declaration and/or any information supplied (physical, online and/or electronic format) by You or on Your behalf to Us, whether prior or subsequent to the inception of this Policy or for and upon renewal of this Policy.

Rebellion means a deliberate, organised and open resistance, by force and arms, to the laws or operations of a government, committed by its citizens.

Renewal Date means the date immediately after 12 consecutive months for 1-year policy, or 24 consecutive months for 2-year policy following the Inception Date and the date after each 12 or 24 consecutive months (as applicable) thereafter provided that the Policy is renewed.

Residence means the dwelling place in which You ordinarily reside at the time of occurrence of an event giving rise to a claim under this Policy and as declared to Us. If Your dwelling place is a landed property, the location of risk will be within the boundary walls, gates and fences of the landed property.

Revolution means to overthrow of a regime or political system by its citizens.

Strike means a lockout or total or partial work stoppage to enforce demands made on an employer or to protest against an act or condition.



Sum Insured refers to the maximum amount payable for a benefit as specified in the Policy Schedule.

Surgery means a Medically Necessary operation performed by a Doctor in a Hospital under anaesthesia, requiring a surgical incision to remove or repair damaged or diseased tissue, but excluding injections of any type.

Waiting Period means following:

- i) In relation to an Illness — it is a period of fourteen (14) consecutive days immediately following the Policy Effective Date.
- ii) In relation to Section 15 "*Extension of Section 3 and 5 due to Major Cancer and Heart Disease (Optional Benefit Add-On)*" specifically – it is a period of ninety (90) consecutive days immediately following the Policy Effective Date for:
 - a) the Diagnosis of the Major Cancer or Heart Disease which occurs or manifests itself as a first incidence; and
 - b) the signs or symptoms of such Major Cancer or Heart Disease that first manifests itself.

War means declared or undeclared hostile action between two or more nations or states.

We / Us / Our / Company means AIG Insurance Hong Kong Limited.

Year means every twelve (12) consecutive-month block starting from the start date of the Period of Insurance as specified in the applicable Policy Schedule.



PART 2 - BENEFITS

The following Sections 1-15 including optional cover – “*Extension of Section 3 and 5 due to Major Cancer and Heart Disease*”, will apply based on the type of worker and the plan You have selected as shown in Your Policy Schedule.

- (a) Basic Plan is applicable for local workers (who is a domestic helper, doula or chauffeur) or foreign workers (who is a domestic helper or chauffeur).
- (b) Extra Plan, Super Plan, Ultra Plan and optional cover – the benefits under “*Extension of Section 3 and 5 due to Major Cancer and Heart Disease*”, are applicable only for foreign workers (who is a domestic helper or chauffeur).

SECTION 1 – EMPLOYEE’S COMPENSATION AND EMPLOYER’S LIABILITY

If the Insured Person in Your immediate employment sustains injury or death by Accident or contracts Disease during the Period of Insurance within the Geographical Area and arising out of and in the course of their employment with You, We will, subject to the Policy Terms, indemnify You against Your legal liability up to the maximum Sum Insured as specified in the Policy Schedule per event, in respect of such 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 You against costs and expenses incurred by You or on Your behalf with Our 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 Your legal liability under the Ordinance, Our liability under this Policy shall be limited to such sums as We would have been liable to pay as if the Ordinance had remained unaltered.

FURTHER PROVIDED THAT:

- (a) the obligation of due observance and fulfilment of the Policy Terms shall be on You and the Insured Person, in so far as it relates to anything to be done or not to be done or to be complied with; and
- (b) the statements and answers in the Proposal and Declaration being truthful,

shall be conditions precedent to any of Our liability to make payment or to provide indemnity under this Policy.

WE WILL ALSO in the event of the death of the Policyholder indemnify the Policyholder’s legal personal representatives under the Policy Terms in respect of liability incurred by You provided that such legal personal representatives shall as though they were the Policyholder observe, fulfill and be subject to the Policy Terms as far as they can apply.

For the purposes of this Section:

- (a) **Disease** means any of the occupational diseases specified in the Second Schedule to the Ordinance and contracted by the Insured Person under Your employment due to the nature of such employment.
- (b) **Ordinance** means the Employees’ Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- (c) **Geographical Area** means either:
 - (i) Hong Kong; or
 - (ii) Any jurisdiction outside Hong Kong, only if the Insured Person is accompanying You or Your family on an overseas trip as part of their contract of employment with You during the Period of Insurance.

POLICY LIMIT OF INDEMNITY

- (a) In respect of any Accident or Disease giving rise to a claim against You for which indemnity is provided under this Policy, Our indemnity to You including costs and expenses incurred by You or on Your behalf with Our written consent shall in the aggregate be limited to the amount specified in the Policy Schedule for this Benefit irrespective of the number of Insured Persons who may sustain injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any of Your legal liability in respect of a Disease contracted by an Insured Person due to the nature of their employment with You during a period that extends over more than one Period of Insurance:
 - (i) Our aggregate indemnity to You under all insurance policies including costs and expenses incurred by



You or on Your behalf shall not exceed the limit of indemnity of the insurance policy 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, Our indemnity to You under this Policy including costs and expenses incurred by You or on Your behalf shall be limited to such proportion of Your liability in respect of such Disease as that part of the Insured Person's period of employment falling within the Period of Insurance bears to the total period of their 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 Policyholder, the limitations of Our liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Policyholders.

Specific Exclusions for Section 1 - In addition to the "General Exclusions Applicable to All Sections"

We shall not pay, indemnify or otherwise be liable under this Section of the Policy in respect of any claim or loss arising from, resulting in or in connection with:

- 1.1 Your liability to employees of Your contractors;
- 1.2 any of Your liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 1.3 Any sum(s) which You would have been entitled to recover from any party but for an agreement between You and such party;
- 1.4 Your liability arising from Pneumoconiosis or Mesothelioma (as defined under the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong)) or Noise-Induced Deafness (as defined under the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong));
- 1.5 Your liability to any person who is not Your 'employee' within the meaning of the Ordinance and who does not fall within the occupations, descriptions and number declared in the Proposal and Declaration;
- 1.6 Any late payment, surcharge, fines, penalties or punitive, aggravated, or exemplary damages for which You may become liable under the Ordinance or independently of the Ordinance;
- 1.7 Any injury by Accident or Disease attributable to War, invasion, act of foreign enemy hostilities or War-like operations (whether War be declared or not), Civil War, mutiny, rebellion, revolution, insurrection, or military or usurped power;
- 1.8 Any judgment to pay compensation or damages determined or adjudged by a court or tribunal to be payable to the Insured Person unless We have had sufficient notice of the institution of proceedings in the court or tribunal to enable Us to be added as a party to the proceedings, as required by the Ordinance; or
- 1.9 Your liability to any employee but who has not been specified in the Policy Schedule.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If We are obliged by the Ordinance to pay an amount for which We would not otherwise be liable under this Policy, You shall forthwith repay such amount to Us.

Terrorism Extension Clause

Notwithstanding any provision to the contrary in this Policy or any endorsement thereon, it is hereby agreed that in respect of any injury or death by Accident or Disease ("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 We actually receive from the Government of Hong Kong ("Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and Us under which the Government agreed to make available to Us 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 ("Facility Agreement").
- (b) We will only be required to make payment after We have received from the Government (i) an approval letter confirming that We should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, We shall have no obligation to make payment if for whatever reason We do 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 We breach of the Facility Agreement.

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

If We allege that any loss does not fall within the scope of this extension, the burden of proving the contrary shall be on You. In the event any part of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



SECTION 2 – PERSONAL ACCIDENT BENEFITS

(A) Accidental Death and Permanent Disablement

If the Insured Person sustains Injury during their rest day and not in the course of performing any duty for Your benefit whilst in Hong Kong, and such Injury directly results in one of the events listed in the Compensation Table below within three hundred and sixty-five (365) days from the date of the Accident, We will pay up to the maximum Sum Insured as specified in the Policy Schedule subject to the applicable percentage as set out in the Compensation Table below.

Compensation Table		
Events	Injury resulting in:	Percentage of Sum Insured payable as specified in the Policy Schedule
1.	Accidental Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent Total Loss of two Limbs	100%
4.	Permanent Total Loss of one Limb	50%
5.	Permanent Total Loss of sight of both eyes	100%
6.	Permanent Total Loss of sight of one eye	50%
7.	Permanent Total Loss of one Limb and sight of one eye	100%
8.	Permanent Total Loss of speech and hearing	100%
9.	Permanent Total Loss of hearing in	
	(a) both ears	75%
	(b) one ear	25%
10.	Permanent Total Loss of speech	50%
11.	Permanent Total Loss of four Fingers and Thumb of either Hand	70%

Specific Conditions for Section 2 (A) - In addition to the “General Conditions Applicable to All Sections”

1. The maximum amount payable under this Benefit within the Period of Insurance, regardless of the number of Events suffered, shall not exceed 100% of the Sum Insured as specified in the Policy Schedule.
2. This Benefit will automatically terminate when the Sum Insured as specified in the Policy Schedule is fully paid under this Policy.

(B) Accident Medical Reimbursement

If the Insured Person sustains an Injury during their rest day and not in the course of performing any duty for Your benefit in Hong Kong, We will reimburse the Medical Expenses incurred to treat the Insured Person’s Injury within one hundred and eighty (180) days from the date of the Accident, up to the maximum Sum Insured payable for this Benefit as specified in the Policy Schedule, and subject to sub-limits for:

- 1) Treatment performed by a Physiotherapist or Chiropractor:
We will only reimburse the cost of physiotherapy or chiropractic treatments if the treatment is deemed Medically Necessary by a Doctor and the Insured Person has a written medical referral from the Doctor to the Physiotherapist or Chiropractor. We will reimburse up to the amount per visit and up to the maximum Sum Insured as stated in the Policy Schedule.
- 2) Chinese medical treatment performed by a Chinese Medicine Practitioner:
We will reimburse up to the amount per visit and up to the maximum Sum Insured for such Chinese medical treatment as stated in the Policy Schedule.



Specific Conditions for Section 2 (B) - In addition to the “General Conditions Applicable to All Sections”

1. This Benefit is payable provided that the Insured Person seeks their first medical treatment within thirty (30) days from the date of the Accident.
2. We will not reimburse any Medical Expenses incurred more than one hundred and eighty (180) days from the date of the Accident even if the maximum Sum Insured for this Benefit has yet to be exhausted.

Specific Definitions for Section 2 - In addition to the “General Definitions Applicable to this Policy”

- 1.1 **Finger(s)** means a digit of a Hand.
- 1.2 **Hand** means entire hand below the wrist, including the Fingers and Thumb.
- 1.3 **Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.
- 1.4 **Permanent** means a state that lasts for at least three hundred and sixty-five (365) consecutive days and at the expiry of that period is certified by a Doctor as being beyond hope of improvement and recovery, and will in all probability continue for the remainder of the Insured Person’s natural life.
- 1.5 **Thumb** means the first digit of a Hand.
- 1.6 **Total Disablement** means the inability to continue from engaging in any business, profession, occupation or employment for the rest of the Insured Person’s life.
- 1.7 **Total Loss** means
 - a) In the case of a Limb
 - i) Permanent physical severance of the Limb; or
 - ii) Permanent total and irrecoverable loss of use of the Limb.
 - b) In the case of a loss of a Thumb or Finger
 - i) Loss by Permanent physical severance of the entire Thumb or Finger; or
 - ii) Permanent, total and irrecoverable loss of use of a complete Thumb or Finger.
 - c) In the case of loss of sight
 - i) Permanent, total and irrecoverable physical loss of one or both eyes; or
 - ii) Permanent, total and irrecoverable loss of the sight of one or both eyes.
 - d) In the case of loss of speech
Permanent, total and irrecoverable loss of speech resulting in the inability to articulate any three of the four sounds which contribute to a speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.
 - e) In the case of loss of hearing
Permanent, total and irrecoverable loss of hearing resulting in the inability of the Insured Person to hear sounds quieter than 90 decibels across frequencies between 500 Hz and 3,000 Hz when tested by a qualified audiologist.



SECTION 3 – HOSPITALISATION ALLOWANCE AND SURGICAL EXPENSES

(A) Daily Hospitalisation Allowance

If the Insured Person sustains an Injury or suffers an Illness (after the expiry of the Waiting Period in the case of Illness) that results in Hospitalisation during the Period of Insurance, We will pay up to the maximum Sum Insured as specified in the Policy Schedule for each day of Hospitalisation up to the Aggregate Period specified in the Policy Schedule for any one Accident or Illness diagnosed, or until Insured Person is discharged from the Hospital, whichever occurs first.

Specific Conditions for Section 3 (A) - In addition to the “General Conditions Applicable to All Sections”

1. We shall pay only one daily benefit limit specified in the Policy Schedule for each day of Hospitalisation, regardless of the number of injuries or illnesses suffered.
2. Any Hospitalisation of an Insured Person shall be evidenced by Insured Person's Hospital discharge summary, Hospital billing statement and related medical report(s).
3. Subsequent periods of Hospitalisation for the same Injury or Illness are considered to be part of the same claim, provided that the time between the end of the first Hospitalisation period and the subsequent Hospitalisation period or periods, does not exceed forty-five (45) consecutive days.

Specific Exclusions for Section 3 (A) - In addition to the “General Exclusions Applicable to All Sections”

We shall not pay under this Benefit for any claim arising from, resulting in or in connection with:

- (a) cancer or heart disease;
- (b) X-ray therapy, radium therapy, radium and isotopes; or
- (c) subsequent Hospitalisation occurring forty-five (45) consecutive days or more from the prior period of Hospitalisation for the same Injury or Illness.

(B) Surgical Expenses

If the Insured Person sustains an Injury or suffers an Illness (after the expiry of the Waiting Period in the case of Illness) that results in their having to undergo a Surgery while Hospitalised during the Period of Insurance, We will reimburse You for the Medical Expenses incurred for such Surgery, including Doctor's fees, anaesthesia and operation theatre charges, up to the maximum Sum Insured as specified in the Policy Schedule for any one Accident or Illness diagnosed.

A claim is only payable either under this Benefit or under “Accident Medical Reimbursement” of Section 2 of this Policy, if applicable, but not both.

Specific Conditions for Section 3 (B) - In addition to the “General Conditions Applicable to All Sections”

1. Any Surgery undergone shall be evidenced by a Doctor's written recommendation, Insured Person's Hospital discharge summary, Hospital billing statement and/or related medical report(s).
2. We will not reimburse any Medical Expenses incurred more than one hundred and eighty (180) days from the date of Accident even if the maximum Sum Insured for this Benefit has yet to be exhausted.

Specific Exclusions for Section 3 (B) - In addition to the “General Exclusions Applicable to All Sections”

We shall not pay under this Benefit for any claim arising from, resulting in or in connection with:

- (a) any Surgery for cancer or heart disease;
- (b) X-ray therapy, radium therapy, radium and isotopes; or
- (c) any surgical appliances expenses claimed under Section 1 “Employee's Compensation and Employer's Liability” of this Policy.



SECTION 4 – POST HOSPITALISATION EXPENSES

If the Insured Person sustains an Injury or suffers an Illness (after the expiry of the Waiting Period in the case of Illness) resulting in their Hospitalisation for a minimum of three (3) consecutive days, We will reimburse up to the maximum Sum Insured as specified in the Policy Schedule for any Medical Expenses incurred for follow-up Outpatient visits during the Period of Insurance relating to and as a result of any medical treatment received or Surgery performed within sixty (60) consecutive days immediately after the Insured Person's discharge from the Hospital or such Surgery, whichever is later, provided that a valid claim is payable under Section 3 "Hospitalisation Allowance and Surgical Expenses" of this Policy.

Specific Exclusions for Section 4 - In addition to the "General Exclusions Applicable to All Sections"

We will not pay under this Benefit for any claims arising from, resulting in or in connection with:

1. Any cancer or heart disease.

SECTION 5 – REPATRIATION EXPENSES

If the Insured Person sustains an Injury or suffers an Illness (after the expiry of the Waiting Period in the case of Illness) directly resulting in:

- (a) being certified by a Doctor to be Medically Unfit to continue performing their duties with You until the end of the Insured Person's employment with You, We shall, reimburse up to the maximum Sum Insured as specified in the Policy Schedule for any transportation expenses reasonably incurred for a one-way economy class flight ticket to the Insured Person's home country and the cost of transportation to and from the airport for the Insured Person; or
- (b) the Insured Person's death, We will reimburse up to the maximum Sum Insured as specified in the Policy Schedule the Insured Person's post-mortem treatment, and repatriation of the Insured Person's mortal remains to their home country.

Specific Exclusions for Section 5 - In addition to the "General Exclusions Applicable to All Sections"

We shall not pay under this Benefit for any claim arising from, resulting in or in connection with:

1. Any cancer or heart disease.

SECTION 6 – CLINICAL EXPENSES

If the Insured Person sustains an Injury or suffers an Illness (after the expiry of the Waiting Period in the case of Illness), We will reimburse any Outpatient Medical Expenses incurred to treat such Injury or Illness during the Period of Insurance, up to the daily Sum Insured and up to the maximum Sum Insured as specified in the Policy Schedule, subject to sub-limits in respect of:

- 1) Treatment performed by a Physiotherapist or Chiropractor:
We will only reimburse the cost of physiotherapy or chiropractic treatments if the treatment is deemed Medically Necessary by a Doctor and Insured Person has a written medical referral from the Doctor to the Physiotherapist or Chiropractor. We will reimburse up to the amount per visit and up to a maximum Sum Insured as stated in the Policy Schedule.
- 2) Chinese medical treatment performed by a Chinese Medicine Practitioner:
We will reimburse up to the amount per visit and up to the maximum Sum Insured for such Chinese medical treatment as stated in the Policy Schedule.

Specific Exclusions for Section 6 - In addition to the "General Exclusions Applicable to All Sections"

We shall not pay under this Benefit for any claim arising from, resulting in or in connection with:



- (a) any Accident(s) for which a claim has been or could be made under “*Accident Medical Reimbursement*” of Section 2 of this Policy;
- (b) any type of dental care or dental check-ups;
- (c) rest cure or physical check-ups;
- (d) vaccinations, immunization, injections or preventive medication; or
- (e) any X-ray, laboratory or any diagnostic test(s), ultra-sound, C.T. or any diagnostic scans.

SECTION 7 – DENTAL EXPENSES

If the Insured Person undergoes oral surgery, treatment of oral abscesses, dental X-rays, tooth extractions or fillings during the Period of Insurance, as a direct result of contracting a dental disease (after the expiry of the Waiting Period), We will reimburse up to two-thirds of the necessary and reasonable dental expenses incurred during the Period of Insurance for each dental visit or up to a maximum Sum Insured as specified in the Policy Schedule, whichever is lower.

This Benefit is payable only in respect of dental treatments provided by a Dentist, and after supporting documents, including the attending Dentist’s reports and referral letters (where applicable), are provided to Us along with original dental expenses bills or receipts.

Specific Exclusions for Section 7 - In addition to the “*General Exclusions Applicable to All Sections*”

We shall not pay under this Benefit for any claim arising from, resulting in or in connection with:

- (a) routine dental treatment or consultation, scaling, polishing or cleaning;
- (b) dental treatment to unsound or unnatural teeth;
- (c) installation of dental braces or retainers;
- (d) costs incurred for dentures and prosthetic services such as bridges and crowns; or
- (e) dental expenses incurred outside of Hong Kong.

SECTION 8 – PERSONAL BELONGINGS

We will reimburse up to the maximum Sum Insured specified in the Policy Schedule against physical loss or damage to the Insured Person’s Personal Effects within Your Residence in Hong Kong, arising out of any one of the following insured perils during the Period of Insurance:

- (a) fire, subterranean fire, lightning or thunderbolt;
- (b) explosion of domestic appliances;
- (c) earthquake, flood, hurricane, cyclone, typhoon or windstorm;
- (d) smoke;
- (e) breakage or collapse of television and radio aerials, aerial fittings and masts;
- (f) bursting or overflowing of domestic water tanks or pipes (forming part of the domestic fixed water system), or water mains;
- (g) impact by:
 - (i) vehicle, plant, machinery and equipment that does not belong to You or is not under Your control;
 - (ii) falling trees or branches but not a loss or damage caused by falling or lopping of trees by You or done on Your behalf;
- (h) aircraft and other aerial devices or articles dropped therefrom;
- (i) riot, civil commotion or Strikes, or locked out workers or persons taking part in labour disturbances;
- (j) malicious act of person(s) other than by You, Your Family Member or by any person lawfully in Your Residence;
- (k) spontaneous combustion; or
- (l) theft or any attempted theft provided that a police report is made within 24 hours upon such discovery.

For the purposes of this Benefit, **Personal Effects** means the Insured Person’s clothing and personal belongings.

Specific Conditions for Section 8 - In addition to the “*General Conditions Applicable to All Sections*”

1. We will pay up to a maximum of HKD1,000 for each article/set/unit.



2. In the event of loss or damage to any Personal Effects forming part of a set or a unit, Our liability shall not exceed a proportionate part of the value on the set or unit.

Specific Exclusions applicable to Section 8 - In addition to the “General Exclusions Applicable to All Sections”

We shall not pay under this Benefit any claim arising from, resulting in or in connection with:

- (a) wear, tear, depreciation, the process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause;
- (b) shortage due to error, omission, exchange or depreciation in value;
- (c) theft or attempted theft from the Insured Person’s usual place of residence, except where forcible and violent entry is proven;
- (d) theft during or after the occurrence of a fire;
- (e) loss or damage caused by You or due to Insured Person’s wilful act or omission or connivance;
- (f) documents of any kind (including travel documents, deeds, personal identification or employment cards or any other confidential documents);
- (g) bonds, bills of exchange, promissory notes, cheques, travellers’ cheques, securities for money, credit cards, cash, currency notes, stored value cards or gift vouchers;
- (h) items of sentimental value including but not limited to medals, trophies and photographs;
- (i) electrical or mechanical breakdown;
- (j) consequential loss or damage of any kind;
- (k) motor vehicles, boats, livestock, bicycles and any equipment or accessories relating thereto;
- (l) loss or damage insured under any other insurance policy or reimbursed by any other party;
- (m) loss of Your or the Insured Person’s property or any part thereof by reason of confiscation, requisition, detention or legal or illegal occupation of such property or of any premises, vehicle or thing containing the same by any government authorities;
- (n) loss of or damage to Personal Effects caused by landslip, subsidence or settlement of soil;
- (o) removal and/or relocation of Personal Effects from Your Residence for purposes of sale or exhibition or to a furniture depository or such Personal Effects being taken out of Your Residence;
- (p) mysterious disappearance or misplacement; or
- (q) any loss or damage to Personal Effects which do not belong to the Insured Person or belonging to others that are in the Insured Person’s care, custody or control.

SECTION 9 – FIDELITY PROTECTION

If the Insured Person commits and is found guilty of any fraudulent, dishonest or criminal act whilst residing with You and during their employment with You, We will reimburse Your financial loss directly resulting from the Insured Person’s fraudulent, dishonest or criminal act, up to the maximum Sum Insured as specified in the Policy Schedule, provided that such act must be discovered by You:

- (i) within fifteen (15) days of discovering the loss; or
- (ii) within fifteen (15) days after the death or dismissal of the Insured Person or the expiry of Insured Person’s employment contract, whichever is earlier;

during the Period of Insurance and reported to the police within twenty-four (24) hours upon such discovery, where the said police report must be submitted to Us.

This Benefit is not payable for any amount You recover from the Insured Person.

Specific Conditions for Section 9 - In addition to the “General Conditions Applicable to All Sections”

1. You must provide proof to Us at Your own cost of Your financial loss directly resulting from the fraudulent, dishonest or criminal act committed by the Insured Person.
2. The amount of any outstanding salary or payment due by You to the Insured Person shall be deducted from any amount payable under this Benefit.



SECTION 10 - DOMESTIC HELPER LIABILITY

If the Insured Person becomes legally liable in Hong Kong to pay damages arising from a claim made by a third party (other than You, any Family Member, or Household Member) against the Insured Person in respect of:

- (a) Injury or Accidental death caused to that third party; or
- (b) Accidental Property Damage suffered by that third party,

where such liability arises from their negligence in the course of or whilst performing their duties, in Hong Kong and during the Period of Insurance, We will reimburse the amount that the Insured Person is held legally liable for/to the third party, up to the maximum Sum Insured shown in the Policy Schedule.

Specific Definitions for Section 10 - In addition to the “General Definitions Applicable to this Policy”

Property Damage means any physical damage to, destruction of, or loss of use of tangible property belonging to a third party (other than You, any Family Member, or Household Member).

Professional Capacity means a person's key skills, expertise, knowledge, certification, experience or involvement in a particular service or profession where such person would or could earn income or remuneration, such as healthcare or nursing qualification or certification.

Specific Conditions for Section 10 - In addition to the “General Conditions Applicable to All Sections”

- 1) Neither You, the Insured Person nor anyone on whose behalf should admit liability, or make any offer, promise or payment without Our written consent, otherwise, We shall not indemnify or pay compensation under this Policy.
- 2) We will, if We consider it necessary, take over and conduct the defence or settlement of any claim against the Insured Person and for that purpose may use the Insured Person's name. We may conduct the defence however We see fit. In the course of conducting the defence, We may also pursue, at Our own expense and for Our own benefit, any claim against the other person(s).
- 3) You and the Insured Person shall give Us notice in writing immediately when You become aware of any incident or matter which may give rise to a claim under this Benefit. You and the Insured Person must give Us full assistance in defending or prosecuting any claim and agree to provide Us with any needed information and documents available.
- 4) The maximum Sum Insured We will reimburse is as shown in the Policy Schedule and is the highest limit of Our liability for an individual insurance event, even if it results in more than one Injury or Accidental Property Damage to more than one third party.

Specific Exclusions for Section 10 - In addition to the “General Exclusions Applicable to All Sections”

We shall not be liable to pay under this Benefit any loss arising from, resulting in or in connection with:

- a) Any admission, offer, promise, payment made or given by You and/or the Insured Person or on whose behalf without Our written consent;
- b) Injury or Accidental Property Damage claims arising outside of the Insured Person's employment with You;
- c) Any mechanically or electrically propelled vehicle, aircraft, hovercraft or watercraft;
- d) Accidental Property Damage to property belonging to, held in trust by, or in the custody of or control by You or the Insured Person or any Household Member;
- e) Liability assumed by You or the Insured Person under express term of an agreement unless such liability would have attached in the absence of the express term of such agreement;
- f) Liability for which payment should be more specifically claimed under any other insurance policy in Your name or by the Insured Person;



- g) Any claim where the Insured Person is suffering from a psychological condition or which results from the influence of or is affected by drugs (other than drugs taken under and at the direction of a Doctor) or alcohol;
- h) Any claim resulting from or as a consequence of the Insured Person having transmitted a disease to another person via infection or otherwise;
- i) Accidental Property Damage to property owned by or in control of the Insured Person or any Household Member or, loss or damage caused by the Insured Person's or Your domestic animals;
- j) Any claim for exemplary, punitive or aggravated damages;
- k) Judgements which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within Hong Kong;
- l) Any claim which was due to the Insured Person's deliberate, malicious, unlawful or criminal act or failure to act;
- m) Advice, design, specification given or provided by an Insured Person in their Professional Capacity or any breach of duty owed by the Insured Person in a Professional Capacity.

SECTION 11 – REPLACEMENT HIRE EXPENSES

We will reimburse You up to the maximum Sum Insured as specified in the Policy Schedule for any agency fees incurred by You when hiring a replacement foreign domestic helper provided that a valid claim is payable under Section 5 "Repatriation Expenses" or Section 9 "Fidelity Protection".

Specific Conditions for Section 11 - In addition to the "General Conditions Applicable to All Sections"

This Benefit is payable only if:

- (a) You hire a replacement foreign domestic helper in place of the Insured Person within thirty (30) days from the date of termination of Insured Person's employment contract; and
- (b) legally licensed employment agencies are used for replacing Your foreign domestic helper.

SECTION 12 – TEMPORARY HELPER SUBSIDY

If the Insured Person is Hospitalised for more than twenty-four (24) consecutive hours due to an Injury or Illness (after the expiry of the Waiting Period in the case of Illness) and the Doctor certifies them to be temporarily Medically Unfit to continue performing their duties with You during the Period of Insurance and prescribes medical leave evidenced by a written medical certificate, We will reimburse You up to the maximum Sum Insured per day as specified in the Policy Schedule for employing a temporary domestic helper for each day of the prescribed medical leave for the Insured Person, up to the end of the prescribed medical leave as specified in the medical certificate or up to the maximum Sum Insured as specified in the Policy Schedule, whichever occurs earlier.

Specific Conditions for Section 12 - In addition to the "General Conditions Applicable to All Sections"

This Benefit is payable only after supporting documents are provided to Us as We may reasonably require, such as relevant bills or receipts, attending Doctor's reports, medical certificates and referral letters (where applicable).

SECTION 13 – MEDICAL EXPENSES FOR FAMILY MEMBER

We will reimburse You any Medical Expenses incurred when any Family Member ordinarily residing with You sustains an Injury caused by the Insured Person's intentional malicious act during the Period of Insurance, up to the maximum Sum Insured as specified in the Policy Schedule, provided that the incident is reported to the Hong Kong Police within twenty-four (24) hours and a medical assessment report by a Doctor is issued certifying such Injury is submitted to Us.



We will not reimburse any Medical Expenses incurred more than one hundred and eighty (180) days from the date of Accident even if the maximum Sum Insured for this Benefit has yet to be exhausted.

SECTION 14 – LOCK REPLACEMENT

We will reimburse You the necessary and reasonable expenses incurred for the replacement and installation of Your Residence's main door or gate lock up to the maximum Sum Insured as specified in the Policy Schedule, following the termination of Insured Person's employment contract with You, provided that a valid claim is payable under Section 9 "Fidelity Protection".

Specific Conditions for Section 14 - In addition to the "General Conditions Applicable to All Sections"

1. This Benefit is payable provided that such replacement and installation of the Residence's lock must be undertaken within seven (7) days after the termination of Insured Person's employment contract.

SECTION 15 – EXTENSION OF SECTION 3 AND 5 DUE TO MAJOR CANCER AND HEART DISEASE (OPTIONAL BENEFIT ADD-ON)

This Benefit is claimable only if it has been selected for coverage and specified in the applicable Policy Schedule for the Insured Person.

This Policy is extended to pay the following Benefit Sections if the Insured Person is Diagnosed by a Consultant to be suffering from either Major Cancer or Heart Disease (after the expiry of the Waiting Period), during the Period of Insurance, subject to the Policy Terms, Sum Insured and sub-limits applicable to each of the below-mentioned Benefit Sections, up to the maximum Sum Insured as specified in the Policy Schedule:

- (A) Section 3 (A) – "Daily Hospitalisation Allowance"
- (B) Section 3 (B) – "Surgical Expenses"
- (C) Section 5 – "Repatriation Expenses"

In the event that any Specific Conditions and Specific Exclusion under this Policy is inconsistent with this Section 15 (if applicable), this Section 15 shall prevail insofar as the inconsistency is concerned.

Specific Conditions for Section 15 - In addition to the "General Conditions Applicable to All Sections"

1. This Benefit is only payable if:
 - a) the Diagnosis of the Major Cancer or Heart Disease occurs or manifests itself as a first incidence after ninety (90) days from the Policy Effective Date; and
 - b) the signs or symptoms of such Major Cancer or Heart Disease first manifests itself after ninety (90) days from the Policy Effective Date.
2. We have the right to confirm all Diagnosis made by a Consultant with Our own consultant medical adviser. Such Diagnosis must be supported by Our own consultant medical adviser who may base their opinion on the medical evidence which the claimant submitted and/or any additional evidence that they may require. In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, We will have the right to call for the Insured Person's examination, or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by Us and the opinion of such expert as to such Diagnosis shall be binding on both the Insured Person and Us.

Specific Exclusions for Section 15 - In addition to the "General Exclusions Applicable to All Sections"

The Company shall not pay under this Benefit any claim arising from, resulting in or in connection with any cancer or heart disease diagnosed prior to the Policy Effective Date in the same body or organ site as the Diagnosed Major Cancer or Heart Disease or which subsequently metastasised into the Diagnosed Major Cancer.



Specific Definitions for Section 15 - In addition to the “General Definitions Applicable to this Policy”

1. **Major Cancer** means a malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells with invasion and destruction of normal tissue. The term Major Cancer includes, but is not limited to, leukemia, lymphoma and sarcoma.

Major Cancer diagnosed on the basis of finding tumour cells and/or tumour-associated molecules in blood, saliva, faeces, urine or any other bodily fluid in the absence of further definitive and clinically verifiable evidence does not meet the above definition.

For the above definition, the following are excluded:

- All tumours which are histologically classified as any of the following:
 - i. Pre-malignant;
 - ii. Non-invasive;
 - iii. Carcinoma-in-situ (Tis) or Ta;
 - iv. Having borderline malignancy;
 - v. Having any degree of malignant potential;
 - vi. Having suspicious malignancy;
 - vii. Neoplasm of uncertain or unknown behaviour; or
 - viii. All grades of dysplasia, squamous intraepithelial lesions (HSIL and LSIL) and intra epithelial neoplasia;
- Any non-melanoma skin carcinoma, skin confined primary cutaneous lymphoma and dermatofibrosarcoma protuberans unless there is evidence of metastases to lymph nodes or beyond;
- Malignant melanoma that has not caused invasion beyond the epidermis;
- All prostate cancers histologically described as T1N0M0 (TNM Classification) or below; or prostate cancers of another equivalent or lesser classification;
- All thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- All neuroendocrine tumours histologically classified as T1N0M0 (TNM Classification) or below;
- All tumours of the urinary bladder histologically classified as T1N0M0 (TNM Classification) or below;
- All gastro-intestinal stromal tumours histologically classified as Stage I or IA according to the latest edition of the AJCC Cancer Staging Manual, or below;
- Chronic lymphocytic leukaemia less than RAI Stage 3;
- All bone marrow malignancies which do not require recurrent blood transfusions, chemotherapy, targeted cancer therapies, bone marrow transplant, haematopoietic stem cell transplant or other major interventionist treatment; and
- All tumours in the presence of HIV infection.

For the above definition:

AJCC means the American Joint Committee on Cancer (AJCC) which is an organization best known for defining and popularizing cancer staging standards, officially the AJCC staging system.

TNM Classification means a cancer stage classification system to determine and describe the extent of disease progression in cancer patients. It utilizes in part the TNM scoring system: tumor size, lymph Nodes affected, metastases. TNM classification is based on the AJCC's staging system.

2. **Carcinoma In Situ** means the focal autonomous new growth of carcinomatous cells confined to the cells in which it originated and has not yet resulted in the invasion and/or destruction of surrounding tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The Diagnosis of the Carcinoma In Situ must always be supported by a histopathological report. Furthermore, the Diagnosis of Carcinoma In Situ must always be positively Diagnosed upon the basis of a microscopic examination of the fixed tissue, supported by a biopsy result. A clinical Diagnosis would not suffice.

The following conditions are specifically excluded from coverage:

- (a) Cervical Dysplasia, CIN-1, CIN-2 and CIN-3 and low grade & high grade squamous epithelial lesions.
- (b) Prostatic Intraepithelial Neoplasia (PIN).
- (c) Vulvar Intraepithelial Neoplasia (VIN).
- (d) All tumours in the presence of Human Immunodeficiency Virus (HIV) infection



3. **Consultant** means a Doctor who:
- (a) specializes in an area of medicine appropriate to the cause of the claim;
 - (b) is contracted to practice or is employed at a Hospital and
 - (c) is treating the Insured Person for their condition.

The Company has the right to confirm all Diagnosis made by a Consultant with the Company's consultant medical adviser. The attending Consultant must not be You, or Your business partner, employer, employee, agent, or Family Member.

4. **Diagnosed/Diagnosis** means the definitive diagnosis of a Critical Illness on the Insured Person made by a Consultant based upon such specific evidence, as referred to in the definition of the particular Critical Illness concerned, or in the absence of such specific evidence, based upon radiological, clinical, histological or laboratory evidence acceptable to the Company. Such Diagnosis must be supported by the Company's consultant medical adviser who may base their opinion on the medical evidence which the claimant submitted and/or any additional evidence that they may require. In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, the Company will have the right to call for the Insured Person's examination, or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by the Company and the opinion of such expert as to such Diagnosis shall be binding on both the Insured Person and the Company.

5. **Heart Disease** means one of the following 3 conditions:

(a) Heart Attack of Specified Severity

Death of heart muscle due to ischaemia, that is evident by at least three of the following criteria proving the occurrence of a new heart attack:

- History of typical chest pain;
- New characteristic electrocardiographic changes; with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block;
- Elevation of the cardiac biomarkers, inclusive of CKMB above the generally accepted normal laboratory levels or Cardiac Troponin T or I at 0.5ng/ml and above;
- Imaging evidence of new loss of viable myocardium or new regional wall motion abnormality. The imaging must be done by Cardiologist specified by the Company.

For the above definition, the following are excluded:

- Angina;
- Heart attack of indeterminate age; and
- A rise in cardiac biomarkers or Troponin T or I following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

Explanatory note: 0.5ng/ml = 0.5ug/L = 500pg/ml

(b) Coronary Artery By-pass Surgery

The actual undergoing of open-chest surgery or Minimally Invasive Direct Coronary Artery Bypass surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered Medically Necessary by a consultant cardiologist.

Angioplasty and all other intra-arterial, catheter-based techniques, 'keyhole' or laser procedures are excluded.

(c) Angioplasty & Other Invasive Treatment for Coronary Artery

The actual undergoing of balloon angioplasty or similar intra-arterial catheter procedure to correct a narrowing of minimum 60% stenosis, of one or more major coronary arteries as shown by angiographic evidence. The revascularisation must be considered Medically Necessary by a consultant cardiologist.

Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.

Diagnostic angiography is excluded.



PART 3 - GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

We shall not pay, indemnify or otherwise be liable under this Policy in respect of any claim or loss arising from, resulting in or in connection with:

- 1 Any War, Civil War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), Insurrection, Rebellion or Revolution.
- 2 Illness that is first diagnosed prior to or within the Waiting Period.
- 3 any Insured Person who is Your Family Member.
- 4 any engagement or participation by You or the Insured Person in a Strike, riot or civil commotion.
- 5 a Pre-existing Condition or congenital condition.
- 6 any pregnancy, childbirth, miscarriage, abortion, sterilization, menopause, or any complication arising from any of these conditions.
- 7 the Insured Person being under the influence of alcohol or drugs, unless the drug was prescribed or administered by a Doctor and taken in accordance with the directions of a Doctor.
- 8 any sexually transmitted diseases, 'Acquired Immunodeficiency Syndrome' (AIDS), AIDS-related complex or, any infection by 'Human Immunodeficiency Virus' (HIV) or any type of venereal disease.
- 9 cosmetic surgery, plastic surgery, or elective surgery or treatment, unless necessitated by an Injury caused by an Accident.
- 10 any expenses incurred for:
 - (a) routine health checks, routine dental treatment or consultation or any dental treatment due to normal wear and tear or the normal maintenance of dental health or lack thereof;
 - (b) diagnostic tests or examinations, x-rays, CT/MRI/ultra-sound scans where there is no objective indication of impairment of normal health;
 - (c) treatment or investigation of a preventive nature or vaccinations;
 - (d) treatment or investigation which is not Medically Necessary, or convalescence, custodial or rest cure;
 - (e) receiving treatment not incidental to the treatment or diagnosis of an Injury or Illness;
 - (f) treating an Injury or Illness for which such treatments are provided free or for which payment is not required;
 - (g) weight reduction or gain; or
 - (h) use of non-prescribed drug or drugs which cannot be legally obtained from a pharmacy or pharmacy dispensed drugs taken against the instruction from the Doctor or manufacturer.
- 11 the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.
- 12 nuclear reaction, nuclear radiation or radioactive contamination.
- 13 the Insured Person not taking all reasonable efforts to safeguard their property or to avoid Injury or minimize any claim under this Policy.
- 14 the Insured Person engaging, practising, training or participating in:
 - (a) any professional sports or any sports in which the Insured Person would or could earn or receive remuneration, donation, sponsorship or financial reward of any kind from engaging in such sport;



- (b) racing other than on foot, stunts, reliability trials and speed or duration testing, or any training or practising in relation to these activities;
- (c) any aerial activity including but not limited to parachuting, BASE jumping, sky diving or travel in any other air supported device, except as a fare paying passenger in any properly licensed private and/or commercial aircraft having a current and valid air worthiness certificate issued by the appropriate authority of the country of its registry;
- (d) any extreme sports or activity that presents a high level of inherent danger (i.e., involving exceptional speed and height, high level of expertise, exceptional physical exertion or highly specialised gear) or of personal risk. This shall include but not be limited to:
 - 1. mountaineering or any activities involving climbing harnesses, belay or rappel devices, ropes or guides;
 - 2. activities or trekking above 3,000 metres;
 - 3. big wave surfing;
 - 4. extreme winter sports and activities, including lugging, bobsleighbing, ski or snow board jumping or stunts;
 - 5. bicycle, motor, air or sea craft speed trials or stunts;
 - 6. canoeing/kayaking and white and black water rafting in grade 4 or higher rapids;
 - 7. cliff jumping or aerobatics;
 - 8. hunting, caving or pot holing excursions;
 - 9. underwater activities which ordinarily require the use of artificial breathing apparatus except recreational scuba diving whereby:
 - a. the Insured Person dives no deeper than 30 meters under the supervision of a qualified diving instructor; or
 - b. the Insured Person holds a PADI certification (or equivalent qualification) and dives with a buddy who holds a PADI certification (or equivalent qualification).

It does not include usual tourist activities that are accessible by the general public without restriction (other than height or general health or fitness warnings) and conducted under the supervision of qualified licensed personnel of a registered tour operator.

- 15 the Insured Person committing or attempting to commit any:
 - (a) criminal, illegal wilful, malicious, fraudulent or dishonest act, or,
 - (b) any violation of any law or regulation.
- 16 any deliberate provocation of by the Insured Person against another person that results in an Injury.
- 17 the Insured Person's suicide or attempted suicide or intentional self-inflicted injury whether sane or insane or from deliberate or reckless exposure to danger.
- 18 the existence of a state of emergency as declared by the local authorities (whether physical or otherwise) which is occasioned by or through or in consequence directly or indirectly of any of the said occurrences except to the extent that You shall prove that such loss, damage or other contingency happened independently of the existence of the state of emergency as declared by the local authorities.



PART 4 - GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1 Due Observance

The obligation of due observance and fulfilment of the Policy Terms shall be on You and the Insured Person, in so far as it relates to anything to be done or not to be done or to be complied with and the information provided to Us being truthful shall be conditions precedent to any liability of the Company to make any payment under this Policy.

2 Misrepresentation / Fraud

If You or the Insured Person make any claim or declaration or statement under this Policy which is untrue, inaccurate, misrepresented or omitted thereby affecting the risks covered by this Policy or if any claim made is in any respect fraudulent or exaggerated, or linked to any fraudulent activity or suspected fraudulent activity, then We shall have no liability in respect of such a claim and We reserve the right to cancel Your Policy with immediate effect with no premium refund.

3 Duty of Disclosure

3.1 The Proposal and Declaration form the basis of this Policy. We are entitled to avoid this Policy from inception if, in the Proposal and Declaration or otherwise, You make any representation, statement or declaration which is untrue, inaccurate or misrepresented, or if any relevant representation, statement or declaration is omitted.

3.2 You shall promptly inform Us of: (i) any changes in respect of any information that You have given Us including but not limited to Your corresponding address, and any change in the identity of the Insured Person; and (ii) any other facts which You know or ought to know and which may affect Our decision whether to continue to insure You and/or the Insured Person, or to insure You and/or the Insured Person on the relevant Policy Terms. Such information may result in additional premium being payable by You and/or amendments to the Policy Terms. If such information is not disclosed to Us or if there is any fraud, misstatement, misrepresentation or concealment in respect of such information, We shall be entitled to reject Your claims, cancel this Policy and/or avoid this Policy from inception.

4 Entire Contract

This entire contract consists of the Proposal and Declarations, this policy wording, the applicable Policy Schedule, and any other documents We may issue to You or the Insured Person (e.g. Endorsements) which shall be read together as one contract. No change of provisions will be valid unless approved by Us and such approval is endorsed thereon.

5 Communication

Every notice or communication to be given or made by You under this Policy shall be delivered in writing to Us at the postal address which can be found in Our website at www.aig.com.hk, or email to Us at cs.hk@aig.com.

We will give notice or communication to You by post to Your last known address, or by email at Your last known email address, and/or by SMS message at Your last known mobile number.

6 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 Us and in any event no later than thirty (30) days after the occurrence of any event which may give rise to a claim, with full particulars on a form specified by Us (which may be submitted to Us physically, online or by electronic format) together with supporting documents to prove Your loss. You must at any time upon Our request, submit any other documents in support of the claim as soon as possible and in any event within sixty (60) days after Your receipt of Our notice of such requirement.

7 Proof of Loss

(a) As part of Our claims assessment process, We may thereafter require further documents, information and cooperation from You, including but not limited to:

- i. provision of all medical reports, certificates, information and evidence. We will only accept medical certificates or reports issued by a Doctor (excluding any Chinese Medicine Practitioner);
- ii. submission to medical examination by Doctors appointed by Us. In the event of any conflict of opinion between Our Doctor and Your Doctor, the opinion of Our Doctor will prevail and be binding;
- iii. in the event of the Insured Person's death, a post-mortem examination at Our expense – in respect



of which You will give Us notice, where practicable, before interment or cremation of the Insured Person, stating the name and place of any inquest appointed.

(b) All certificates, information and evidence reasonably required by Us shall be furnished at Your expense.

8 Burden of Proof

If We assert that by reason of any Policy Terms any claim or loss is not covered, the burden of proving the contrary shall be on You.

9 Claims Admittance

In no case shall We be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the insured event giving rise to a claim, unless the claim has been admitted or is the subject of a pending legal action or arbitration against Us.

10 Reasonable Precautions

You and/or the Insured Person must take all reasonable precautions to prevent or reduce or remove any risk of loss or damage or liability arising from the subject matter of insurance under this Policy.

11 Prosecution / Legal Proceedings

You shall give the Company notice in writing immediately when You become aware of any intention to prosecute You, 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 with summons, and process shall be forwarded to the Company, unanswered, immediately on receipt. No admission, offer, promise or payment shall be made by You without Our prior written consent.

12 Subrogation

We shall be entitled, if We so desire, to take over and conduct in Your name the defence of any claim or prosecution or to take legal actions in Your and/or the Insured Person's name for Our benefit to claim for indemnity, damages or otherwise against any third party and We shall have full discretion in the conduct of such legal actions and proceedings including any settlement of the same.

You and/or the Insured Person shall promptly provide Us all information and assistance We may reasonably require in respect of such recovery and/or prosecution and shall not engage in any conduct that may prejudice such recovery and/or prosecution.

We shall not be liable for any admission, offer, promise or payment made by You or the Insured Person without Our prior written consent.

13 Premium

- a. You agree and acknowledge that the premium due must be paid and actually received in full by Us no later than seven (7) days from the Inception Policy Effective Date or Renewal Date (as applicable), failing which We are entitled to cancel this Policy. The effect of cancellation is that this Policy will be cancelled from the Policy Effective Date or Renewal Date (as applicable). In such situation, no benefits whatsoever will be payable by Us as cover never attached. Any payment received thereafter shall not affect the cancellation of this Policy.
- b. If payment of full premium is to be made by credit card or autopay, the submission to Us of a complete and properly signed Direct Debit Authorisation form (or such other form as may be required by the card centre, bank or Us) to Us on or before the Policy Effective Date or Renewal Date (as applicable) will be deemed to be payment received by Us, subject to paragraph (c) below.
- c. In the event of any rejection by the card centre or bank of the Direct Debit Authorization Form (or such other form as referred to in paragraph (b) above or any inability by Us to obtain payment of the premium by credit card or autopay deduction due to any reason, We will allow a second attempt for the charge and deduction of the outstanding premiums from the relevant card centre or bank. Should the second attempt fail for any reason, this Policy will be deemed to be cancelled immediately effective from the day of the month when premium was due and unpaid and no benefits whatsoever will be payable by Us as cover never attached. Any payment received thereafter shall not affect the cancellation of this Policy.



14 Reinstatement

If We cancel this Policy due to non-payment of premium, We may allow this Policy to be reinstated if You provide Us with a satisfactory written application for reinstatement within sixty (60) days from the due date of payment and subject to Our approval. Benefits will not, however, be payable for any event likely to give rise to a claim or loss under this Policy which occurs while this Policy has lapsed. Any Pre-existing Conditions shall include all such conditions existing prior to the reinstatement date.

15 Cancellation

- a. This Policy may be cancelled at Your request at any time by giving Us at least seven (7) days' prior notice. Provided that no claim has been made during the current Period of Insurance, We will return a proportionate part of the premium in accordance with the refund scale set out below, subject to the Company retaining a minimum amount of HK\$300 from the premium paid:

Period covered before cancellation	Percentage of premium refund	
	12-month Policy	24-month Policy
Up to 4 months	50%	70%
Up to 6 months	30%	60%
Up to 8 months	No refund	50%
Up to 10 months	No refund	40%
Up to 12 months	No refund	30%
Up to 16 months	Not Applicable	15%
Exceeding 16 months	Not Applicable	No refund

Notwithstanding anything stated to the contrary, in the event that any claim has arisen under this Policy prior to the date of cancellation, no refund of premium shall be made by the Company.

- b. We may cancel this Policy by giving no less than seven (7) days' prior written notice to You (a) at Your last known address by post and/or (b) by electronic means (such as email at Your last known email address or SMS message at Your last known mobile number) without an obligation to disclose Our reasons for such cancellation. After this Policy is cancelled by Us, We will refund to You the unearned portion of premium on a pro-rata basis.

16 Policy Change(s)

Notwithstanding anything to the contrary, We reserve the right to revise or adjust the premium rates, benefits or terms and conditions of this Policy at Our absolute discretion, by giving thirty (30) days' prior written notice to You (a) at Your last known address by post and/or (b) by electronic means (such as email at Your last known email address or SMS message at Your last known mobile number).

17 Renewal

- a. This Policy will be renewed automatically upon payment of the due premium received by Us unless this Policy is, at Our absolute discretion, cancelled in accordance with the clause titled "*Cancellation*" under this Part 4 or is not renewed by Us on giving no less than seven (7) days' prior written notice to You. If this Policy is renewed, the next Period of Insurance shall be: (i) one (1) year for a 1-year policy; or (ii) two (2) years for a 2-year policy from the Inception Date or last Renewal Date (as applicable).
- b. Subject to paragraph (a) above, renewal may be allowed up to the Insured Person's age of 64 years old (those aged sixty-one (61) and above will be subject to additional loading of premiums). The insurance for the Insured Person who reaches the age of 65 years old at the Renewal Date will be automatically cancelled upon such Renewal Date.

18 Plan down grade or upgrade and addition or deletion of optional cover

If You give notice to Us to propose changing the plan type or addition/deletion of the optional cover (if applicable) of this Policy, subject to Our discretion to approve or reject, such change becomes effective on the date approved by Us. The additional or refund premium, if any, shall be calculated at Our discretion.

19 Age Limit and Eligibility

The insurance afforded under this Policy shall apply only if the Insured Person: (i) is aged between eighteen (18)



and sixty-four (64) (those aged sixty-one (61) and above will be subject to additional loading of premiums) on the Policy Effective Date; and (ii) is not a Family Member.

20 Governing Law

This Policy is subject to the exclusive jurisdiction of Hong Kong and is construed according to the laws of Hong Kong.

21 Arbitration

Any dispute, controversy or difference arising out of or relating to this Policy which cannot be resolved by negotiation between the parties within thirty (30) days of either party having given notice to the other party of such dispute, controversy or difference, such dispute, controversy or difference shall be referred to and finally resolved by arbitration seated in Hong Kong, administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The number of arbitrators shall be one (1). If the parties fail to agree on the choice of an arbitrator, the Chairperson of HKIAC shall appoint one. The arbitration proceedings shall be conducted in English.

22 Waiver of Your Rights

If You fail to refer any dispute, controversy or difference to arbitration within twelve (12) months from the expiry of the negotiation period specified at the clause titled "*Arbitration*" under this Part 4, You shall be deemed to have accepted Our position in respect of the dispute, controversy or difference and to have waived all Your rights or claims with respect to the same.

23 Exclusion of Third Party Rights

Unless expressly provided to the contrary by law or under this Policy, any person who is not a party to this Policy will have no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any Policy Terms.

24 Geographical Coverage

The coverage under this Policy is for within Hong Kong, unless otherwise stated.

25 Exceptions to Indemnity

Notwithstanding anything to the contrary in this Policy, We shall not be liable to indemnify You or the Insured Person for their legal liability to pay: (i) compensation and/or damages in respect of judgments that are not, in the first instance, delivered by or obtained from a court of competent jurisdiction of Hong Kong; or (ii) any claimant's costs and expenses of litigation which are not incurred in and recoverable in Hong Kong.

26 Duplication of Cover and Other Insurance Cover

26.1 Other insurance with Us

- (i) If You make a claim for indemnity under this Policy, and have more than one policy with Us which is the same product and provides the same cover, We will consider You to be insured under the policy which provides the highest benefit level.
- (ii) If, however, the other policy(ies) with Us provides the same or similar cover in terms of reimbursement of costs, expenses or third party liability payments but are not identical products, Our liability to indemnify You and/or the Insured Person will be distributed proportionately between Your policies with Us based on the proportion of the cover limit.

26.2 Other insurance with other insurers or other indemnities

In the event You or the Insured Person, as applicable, also receives reimbursement in whole or in part for such expenses from any insurance or other source(s), We will be liable only for the amount in respect of any excess of that amount payable by other insurers or recoverable from such other source(s), up to the maximum Sum Insured specified in the Policy Schedule. This condition is only applicable to Benefits whereby payment is on a reimbursement basis.



27 Discharge of Our Liability

We may, at Our sole discretion, pay You, the Insured Person or to a representative on behalf of You or the Insured Person pursuant to a claim under this Policy, the full amount of Our liability (after deduction of any sums already paid) or any lesser amount for which such claim can be settled. Our payment of such amount shall be deemed payment in full of Our liability which fully discharges Our liability for that loss under this Policy in respect of such claim, following which We shall: (i) relinquish the conduct of any defence, settlement or proceedings relating to such claim; and (ii) not be liable or responsible for any compensation, damages or costs in respect of which You are legally liable, or for any costs or expenses whatsoever incurred by You, in respect of such claim.

In the event of any successful claim or demand made by any person or entity as beneficiaries in respect of which We have already made payment to You or the Insured Person, You or the Insured Person shall indemnify Us in full.

28 Sanctions Exclusion

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

29 Data Privacy

Based on the Declaration You have provided, You and the Insured Person agree that:

- (a) the personal data collected during the application process or administration of this Policy may be used by Us for the purposes stated in Our Data Privacy Policy (which can be found at <https://www.aig.com.hk/privacy-policy>). These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation and any related purposes).
- (b) We may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified at (a) above:
 - (i) third parties providing services related to the administration of this Policy, including reinsurers;
 - (ii) financial institutions for the purpose of processing this Policy and obtaining Policy payments;
 - (iii) in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;
 - (iv) any member of the AIG group in Hong Kong or elsewhere; or
 - (v) other parties referred to in Our Data Privacy Policy (which can be found at <https://www.aig.com.hk/privacy-policy>) for the purposes stated therein.
- (c) Based on the above, We may use Your and the Insured Person's contact details (name, address, phone number and email address) to contact and/or send direct marketing communications about insurance products and services provided by any member of the AIG group in Hong Kong or elsewhere.

30 Miscellaneous

- 30.1 No assignment of interest under this Policy shall bind Us unless Our prior written consent is obtained and endorsed thereon.
- 30.2 All benefits payable under this Policy will be in Hong Kong dollars. Where losses are incurred in a foreign currency, any indemnity payable by Us will be made in Hong Kong dollars based on the prevailing currency exchange rate as determined by Us.
- 30.3 If any portion of this Policy (including any part of any Policy Term) is found to be invalid or unenforceable, the remainder will remain valid, in full force and effect.