



## **Part-time Domestic Helper** Insurance Policy

鐘點家傭保障計劃 保單





N.B. For your own protection you are requested to read this Policy and the Provisions, Exclusions and Conditions contained herein in order to ascertain that it is in accordance with your intentions. You are also requested to check that the particulars given in the Policy Schedule are true and complete and they will form the basis of your contract with QBE General Insurance (Hong Kong) Limited. If it is not, kindly return immediately for alteration or cancellation, or otherwise, it means you agree to be bound by the following policy terms and conditions.

### **INSURING CLAUSE**

**WHEREAS** the Insured carrying on the Business by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to QBE General Insurance (Hong Kong) Limited (hereinafter called the Company) for the insurance herein contained and has paid or agreed to pay the Premium specified herein as consideration for such insurance.

**NOW THIS POLICY WITNESSETH** that if any Employee in the Insured's immediate employ shall sustain bodily injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of his employment by the Insured in the Business.

**THE COMPANY WILL** subject to Policy 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 Policy") indemnify the Insured against his 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 Policy 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 fulfilment of the Terms of this Policy 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 and the Estimated Earnings Declaration and the Actual Earnings Declaration shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Policy.

**THE COMPANY WILL ALSO** in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfil and be subject to the Terms of this Policy in as far as they can apply.

## DEFINITIONS

For the purposes of this Policy:

- (a) "Accident" means an accident or a series of accidents arising out of one event.
- (b) "The Business" means the usual work and activities carried on by the Insured pertaining to his business as specified in the Schedule and no others.
- (c) "The Company" means QBE General Insurance (Hong Kong) Limited.
- (d) "Disease" means such occupational disease as defined in the Ordinance contracted by an Employee of the Insured as a result of his exposure to the nature of his 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.
- (e) "Earnings" means all gross wages, salaries, remunerations, commissions, bonuses, overtime payments, allowances and the like directors' fees or other benefits whether at piecework rates or otherwise and whether paid in cash or in kind by the Insured to his Employees.
- (f) "Employee" has the same meaning as assigned to that expression in the Ordinance and is aged between 18 and 60 for the purpose of this Policy.
- (g) "Hong Kong" means The Hong Kong Special Administrative Region.
- (h) "The Insured" means only the person or persons specified as such in the Schedule and no others.
- (i) "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).
- (j) "The Ordinance" means the Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).
- (k) "Pneumoconiosis" has the same meaning as assigned to that expression in the Pneumoconiosis (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).
- (l) "The Policy" means this Part-Time Domestic Helper Insurance Policy, the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read together as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (m) "The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

Unless the context otherwise requires, words and expressions importing the masculine gender also include the feminine and neuter genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular.

## **POLICY 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 Policy 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 maximum HK\$100 million for each Accident or Disease as "Policy Limit of Indemnity" irrespective of the number of Employees 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 Employee due to the nature of his 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 the insurance policy that was in force at the time the nature of the Employee's employment to which such Disease was due first affected the Employee; and
  - (ii) subject to the limitation of paragraph (b)(i) hereof, the Company's indemnity to the Insured under this Policy 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 Employee's period of employment falling within the Period of Insurance of this Policy bears to the total period of his 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 Policy 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.

## **JURISDICTION CLAUSE**

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

## EXCEPTIONS

The Company shall not be liable under this Policy in respect of:

- (a) the Insured's liability to employees of contractors to the Insured;
- (b) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (c) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (d) any liability arising from Pneumoconiosis 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 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;
- (i) 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;
- (j) the Insured's liability to any Employee of the Insured who works more than twenty hours per week for the Insured or earns an annual wages of more than Hong Kong Dollar Sixty Thousand;
- (k) the Insured's liability to any Employee who is not resident of Hong Kong; and
- (l) the Insured's liability to any Employee of the Insured who is not a domestic servant employed to perform household chore at the Insured Premises specified in the Schedule.

## LEVIES

The "levy" shown on the Schedule of this Policy include Employees Compensation Insurers Insolvency Bureau Contribution, Employees' Compensation Insurance Levy and The Government Terrorism Facility Charge calculated at 2%, 5.8% and 3% respectively on the premium of this Policy.

## **TERRORISM ENDORSEMENT**

Notwithstanding any provision to the contrary in this Policy or any endorsement thereto it is hereby declared and agreed that this Policy excludes, and no amount shall be payable by the Company in respect of any loss, damage, cost, expense or claim of whatsoever nature ("Loss") directly or indirectly caused by, resulting from or in connection with terrorism (except Terrorism otherwise specified below) regardless of any other cause or event contributing concurrently or in any other sequence to the Loss.

The Company shall only be liable to make any payment in respect of any Loss caused by, resulting from or in connection with Terrorism (regardless of any other cause or event contributing concurrently or in any other sequence to the Loss) subject to the following terms and conditions:

- (a) The Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of Hong Kong ("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 for Loss under employees' compensation insurance policies 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;
- (c) For the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement; and
- (d) The Company's liability is limited to the minimum cover required under the Employees' Compensation Ordinance.

"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 relating to Terrorism is not covered by this Policy, 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 this Policy.

## **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.

## INSURANCE PREMIUM

- (a) Prior to the commencement of the Period of Insurance, the Insured shall provide the Company with a record of past wage roll certified as being correct by the Insured. Such certified wage roll shall be referred to herein as "the Estimated Earnings Declaration" on the basis of which a deposit premium becomes payable to the Company.
- (b) The Insured shall, where applicable, within ninety (90) days after the expiry of the Period of Insurance or upon cancellation of this Policy supply the Company with a further declaration stating the actual Earnings of Employees during the Period of Insurance (which declaration is referred to herein as "the Actual Earnings Declaration"). If the actual Earnings shall differ from the estimated Earnings the difference in premium shall be met by a further proportionate adjustment premium to be paid to the Company or by a premium refund to the Insured as the case may be.
- (c) It is hereby declared that the Premium payable by the Insured in consideration of the indemnity provided under this Policy is the sum of the deposit premium and the adjustment premium, if any, calculated pursuant to paragraphs (a) and (b) hereof.
- (d) The name, Hong Kong Identity Card number, class of employment and Earnings of every Employee of the Insured employed in the Business from time to time during the Period of Insurance shall be properly recorded by the Insured and retained in a safe place so that a record exists of all persons who are Employees of the Insured for the purposes of this Policy and the Insured shall at all reasonable times allow the Company to inspect and obtain copies of such records.

## CLAIMS SETTLEMENT CONDITIONS

- (a) **Claims Notification Demands** etc. In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall immediately give notice thereof in writing to the Company with full particulars.  
  
The Insured shall also give the Company notice in writing immediately the Insured becomes aware of any intention to prosecute the Insured 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.
- (b) **Claims Control by the Company.** The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In that event:
  - (i) The Insured shall provide all such information and assistance including the latest wage roll of all Employees 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
  - (ii) The Insured 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.
- (c) **Claims Payments by the Insured.** Where the Insured pays all or any part of a claim for which he 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.

- (d) **Other Insurance.** If at the time a claim is made by the Insured 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 rateable proportion of any such claim and costs and expenses in connection therewith.
- (e) **Waiver of Claims.** The Insured shall not become a party to any agreement the effect of which is that the Insured waives any claim which the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy or whereby any such claim is limited or qualified in any way.
- (f) **Subrogation.** The Company shall be entitled at its sole discretion to prosecute in the name of the Insured any claim for damages costs indemnity contribution or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured 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 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.

## RIGHTS OF THIRD PARTIES

- (1) Each party acknowledges that the other party has entered into this Policy on behalf of and for the benefit of itself and its Affiliates and each of the other party's Affiliates shall be entitled to enforce and take the benefit of the terms of this Policy in accordance with the Contracts (Rights of Third Parties) Ordinance (CAP. 623).
- (2) Subject to clause 1, 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.

## 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.

Subject otherwise to the terms, conditions and exceptions of the Policy.

## GENERAL CONDITIONS

- (a) **Notices.** Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company and in the case of notice or communication to the Insured to his address specified in the Schedule.
- (b) **Precautions.** The Insured shall take all reasonable precautions to prevent Accident and Disease and shall comply with all relevant statutory requirements and obligations including but not limited to the provisions of the Factories and Industrial Undertakings Ordinance (Chapter 59 of the laws of Hong Kong) and any Regulations Rules or Notices issued made or promulgated thereunder.

- (c) **Changes in Risk.** The Insured shall immediately notify the Company in writing of any material change in the risk insured hereunder made by the Insured or any other person during the Period of Insurance including but not limited to any material change in the nature of work performed or in the number of the Insured Employees.
- (d) **Right of Inspection.** The Company shall have the right and opportunity at all reasonable times to inspect the works machinery utensils and appliances used in the Insured Premises.
- (e) **Assignment.** No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed hereon.
- (f) **Cancellation.** This Policy may be cancelled by the Company or the Insured by written notice of cancellation from one party to the other. Cancellation shall take effect seven (7) days after the date of posting the notice of cancellation and in such event the Premium shall be adjusted in accordance with the provisions of "Insurance Premium". If this Policy is cancelled by the Insured, the Company will retain the Minimum Premium stated in the Schedule.
- (g) **Arbitration.** All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim 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.
- (h) **Governing Law.** This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

本保單中文譯本與英文保單如有任何歧異，概以英文本為準。

請注意：為保障閣下權益，請細閱此保單及於此所載的規定、不保事項及條件。請同時詳細閱讀隨函附上之保單文件上所載的各項資料、陳述與細節均屬真實無訛及完整，此等資料將會成為閣下與昆士蘭保險（香港）有限公司所簽署合約的依據。若保單或保單文件內容並非正確或如閣下所願，請立即退回，以便修改或取消，否則，即表示閣下同意接受以下保單條款及規定的約束。

## 保險條款

鑑於投保人已向昆士蘭保險（香港）有限公司（下稱本公司）申請此份保險，並以投保書及聲明書作為此合約基礎，以及已繳付或同意繳付所訂的保費，作為履行此保單的約因。

**此保單現承保**投保人的任何僱員於受保期間從事於投保人業務過程中，在地理區域內因意外或疾病而引致身體受傷或死亡。

**本公司須**依保單賠償限額及保單內列明或批註的條款、除外責任及條件（統稱「保單條款」），賠償投保人在補償條例下，以及獨立於該條例下，就該等身體受傷或死亡所須承擔的法律責任而支付的補償及損失以及索償人的支出及費用；並且在獲得本公司書面同意下，向投保人賠償由投保人及其代表所作出的費用及支出。

**惟如**受保期間或其後有任何條例變動而使投保人於條例下的法律責任改變，則本公司按此保單之責任只限於條例未變動前本公司應付的金額。

## 其他條件：

- (a) 若此保單條款涉及任何須進行或不須進行或應遵守的事項，投保人應予適當遵守及履行；及
- (b) 投保書及聲明書及估計入息聲明書及實際入息聲明書內的聲明及答案須為真實。

此為本公司按此保單支付任何款項或賠償的先決條件。

**本公司**亦按此保單在投保人身故時就投保人招致的責任，向投保人合法個人代表賠償，惟該合法個人代表須與投保人一樣遵守及履行此保單的適用條款，並受該等條款規限。

## 定義

於此保單內：

- (a) 「意外」指由單一事故引致的一宗意外或一連串意外。
- (b) 「業務」指在保單附表中指明的投保人業務範圍內的一般工作及活動，此外別無其他。
- (c) 「本公司」指昆士蘭保險（香港）有限公司。
- (d) 「疾病」指根據該條例，投保人的僱員因身處投保人所提供的僱用環境而患上的職業病。身處該環境的時間可延伸一段時期，而其中部份時間可以在本保單保障期之外。
- (e) 「入息」指由投保人支付予僱員的所有工資、薪金、酬金、佣金、花紅、超時工資、津貼及類似收入、董事酬金或其他收益，無論按件或以其他方式計薪及無論以現金或以實物支付。
- (f) 「僱員」意思與條例內用語的意思相同，而於本保單下，其年齡須在18至60歲之間。
- (g) 「香港」指香港特別行政區。
- (h) 「投保人」指保單附表指明的一人或多人，此外別無其他。
- (i) 「噪音引致失聰」與職業性失聰（補償）條例（香港法例第469章）內用語的意思相同。
- (j) 「條例」指僱員補償條例（香港法例第282章）。
- (k) 「肺塵埃沉積病」與肺塵埃沉積病（補償）條例（香港法例第360章）內用語的意思相同。
- (l) 「此保單」指此鐘點家傭保障計劃保單，保單附表及任何於其上所載的批註及備忘，均應視為同一份文件，載於該等文件而附特定意義的任何詞彙或字句在整份文件中均具有該意義。
- (m) 「投保書及聲明書」指任何已簽署的投保書及聲明書及由投保人或其代表提供以附加於此或作替代的任何資料。

除內容另有所指外，此保單內字句倘有男性含義則亦包括女性及中性意思，字句有單數含義亦包括眾數意思，而字句有眾數含義亦包括單數意思。

## 保單賠償限額

- (a) 因任何意外或疾病導致投保人面臨一項或多項索償，如按此保單須賠償，本公司對投保人的賠償包括由投保人或其代表在獲得本公司書面同意下作出的費用和開支，總額限為每宗意外或疾病最高港幣1億元，而不論同一意外或疾病引致與之相關的身體受傷或死亡僱員人數多少。
- (b) 如僱員因投保人所提供的僱用性質而染疾，而該僱用性質為期超逾一份保單的保障期，有關投保人應付的任何責任：
  - (i) 本公司按所有保單對投保人的賠償總額包括由投保人或其代表作出的費用和開支，不得超逾因受僱性質使該疾病首次影響僱員之時生效的保單的賠償限額。
  - (ii) 受本文(b)(i)段限制規定，本公司就投保人因該病應負的責任而按此保單對投保人的賠償（包括由投保人或其代表作出的費用和開支）僅限於此保單受保期內的受僱期與致其患病的整個受僱期的比例。
- (c) 如任何意外或疾病引致按本保單須予賠償的投保人多於一人，於本條第(a)及(b)段規定有關本公司責任的限制將適用於對所有投保人的賠償總額。
- (d) 無論任何時間，任何意外或疾病導致投保人面臨一項或多項索償，如按此保單須作出賠償，則本公司可向投保人支付按本條(a)或(b)段規定本公司應付的全數金額（扣除任何已付款項）或任何可解決索償的較少金額；如在本公司放棄與該項或多項索償相關的抗辯行動或法律程序後，則此後毋須承擔任何與此相關的補償、賠償或費用，或投保人作出的任何費用或開支，或因本公司任何相關行為或遺漏或本公司放棄該行動而為投保人帶來的任何損失、損毀或開支。

## 司法管轄條款

若非由香港具司法管轄權法庭提交及作出的初審判決，本公司將不作出賠償。

## 除外責任

在此保單下，本公司毋須就下列情況負責賠償：

- (a) 投保人對其承包商僱員的責任；
- (b) 投保人因任何一項協議而須負的責任，而若無證明該協議存在則毋須負責；
- (c) 因投保人與任何一方簽訂協議而投保人放棄向該方追討的任何款項；
- (d) 因肺塵埃沉積病或噪音引致失聰而導致的任何責任；
- (e) 投保人對按條例規定並非其僱員的任何人的責任；
- (f) 投保人按照條例或獨立於條例外而須負責的任何遲交付款、附加費、罰金、罰款、加重刑罰或懲罰性損害賠償。
- (g) 任何因戰爭、侵略、外敵行為、敵對或類似戰爭（無論宣戰與否）、內戰、叛變、暴亂、革命、起義、軍事或篡權行動所引致意外及疾病的傷害。
- (h) 任何直接或間接由以下情況引起的責任：
  - (i) 核武物料；
  - (ii) 離子輻射或由任何核廢料或任何核能源爆發所致核廢料的輻射污染，而爆發亦包括任何自行產生的核分裂程序。
- (i) 就意外或疾病造成的任何傷害，而本公司未獲充份知會於法院或審裁處訴訟程序以致本公司未能成為訴訟程序之一方；
- (j) 投保人對每週為投保人工作超過20小時或年薪超過港幣六萬元的任何僱員的責任；
- (k) 投保人對任何非香港居民的僱員的責任；及
- (l) 投保人對任何非受聘於保單附表指定的投保地址內執行家庭工作的家庭僱員的責任。

## 「徵款」

本保單附表所示的「徵款」，乃包括保險公司（僱員補償）無力償債管理局、僱員補償保險徵款及政府為恐怖主義活動風險提供財務安排的費用，並分別為本保單保費的2%、5.8%及3%。

## 恐怖主義批註

儘管此保單或隨附之任何批註內含有任何相反條款，現特此聲明及同意，此保單並不包括由恐怖主義（以下註明的恐怖主義除外）直接或間接所導致、引起，或與之有關的任何性質損失、損壞、費用、支出或索償（「損失」），不論是否同時受任何其他原因或事件影響，或該項損失以任何次序接續發生。

根據以下條款及條件，本公司只會負責由以下註明的由恐怖主義所導致、引起，或與之有關的損失（不論是否同時受任何其他原因或事件影響，或該項損失以任何次序接續發生）：

- (a) 保單賠償限額等同根據香港政府（「政府」）與本公司於2002年1月11日簽訂的融通條文協議（**Agreement for Provision of Facilities**）下本公司實際收自政府的金額。根據該協議，政府同意向本公司及其他獲授權於香港承保僱員補償保險的保險公司提供，融通安排以便彼等能支付因以下註明的恐怖主義而引起於僱員補償保單下的索償。
- (b) 於接獲政府(i)確認本公司須處理索償的批准信及(ii)根據融通協議的付款後，本公司才需要作出付款；
- (c) 為免生疑問，如因任何原因本公司未能按照融通協議向政府取得款項，則本公司將無繳款責任，無論是否因為政府斷定該損失並不納入融通協議範圍內，或本公司違反融通協議；及
- (d) 本公司的責任僅限於《僱員補償條例》規定的最低金額。

「恐怖主義」指任何一人或多人使用或恐嚇使用武力或暴力或其他方式，單獨或代表或聯同任何組織或政府，以政治、宗教或意識形態為目的，意圖影響任何政府及/或令致公眾或其任何部份感到恐慌。

如本公司聲稱有關恐怖主義的損失並不為此保單所承保，則反證責任須由投保人負責。

如發現本批註任何部份無效或無法執行，則其餘部份仍具全面效力及影響力。

本批註字句含義與本保單相同。

## 若干條款無效及追討權利

如本公司因法例不得不支付一筆款項而依保單本公司無需負責，投保人須向本公司償還該筆款項規定。

## 保費

- (a) 受保期開始前，投保人須向本公司提供經其證實無誤的過往工資記錄。該已證實的工資記錄於此稱為「估計入息聲明」，以作為向本公司支付保費按金的基礎。
- (b) 如適用投保人須於受保期屆滿後九十(90)日內或於此保單取消之時，在合適情況下向本公司提供進一步聲明，闡述受保期內僱員的實際入息（該聲明於此稱為「實際入息聲明」）。如實際入息與估計入息有異，則以適當比例調整的保費差額須付給本公司，或作保費退款付予投保人，視乎情況而定。

- (c) 茲聲明若要於此保單下獲得賠償，投保人應付以作為代價的保費等同保費按金加上調整保費金額（如有），此乃根據本條(a)及(b)段計算而得。
- (d) 於受保期內，投保人須對受僱於投保人業務內每名僱員的姓名、香港身份證號碼、受聘級別及入息不時作恰當記錄，並存放於安全地方，作為投保人於此保單下所需的所有僱員記錄，並於任何合理時間，允許本公司檢查及獲取該等記錄副本。

## 處理索償條件

- (a) **索償通知要求等** 如於此保單下出現任何事件引致索償，投保人須即時以書面將全部細節通知本公司。  
如投保人知悉針對投保人的任何起訴意圖、任何已排期起訴研訊或關乎死亡的研訊而按照此保單或會引致索償，則投保人亦須立刻以書面通知本公司。收到的每項書面索償、告票、傳票及法律程序皆須立刻轉交本公司。
- (b) **本公司控制索償** 本公司有權於知會投保人後就針對投保人的任何索償或訴訟程序代替投保人及其名義進行抗辯或和解。在該情況下：
  - (i) 投保人須提供所有相關資料及協助，包括所有僱員的最近期工資記錄，並將本公司不時按其判斷認為需要的所有文件及其他記錄轉交本公司，以便處理該項索償或訴訟程序；及
  - (ii) 如未得本公司書面同意，投保人不得就任何索償或訴訟程序作出相關的任何支出，或提供任何付款、承諾或訂立任何和解協議。
- (c) **投保人支付的索償金額** 如投保人有責任支付全部或部份賠償金額，且按此保單應給予賠償，則投保人須取得該款項的經見證、簽妥的收據，並將一切有關該項付款的簽妥的收據、記錄及文件存放於安全地方，另投保人須於任何合理時間允許本公司檢查及取得該等記錄及文件副本。
- (d) **其他保險** 倘在此保單下有任何索償時，投保人已獲其他保單提供相同保障，本公司將不負責支付任何按比例計算以外的索償、支出及費用。
- (e) **豁免索償** 如有關任何事故或因任何事故，投保人的責任按此保單可獲賠償，且投保人就此可對任何人提出索償，則投保人不可與另一方達成協議，以豁免該索償或使索償受任何限制或限定。
- (f) **代位求償權** 對於按此保單投保人可獲賠償的任何責任，本公司有獨自酌情權以投保人名義就任何損失、費用、賠償、攤賠或其他索償，對任何可能須對投保人負責之人提出訴訟；並可全權酌情執行任何該等程序及對該類索償進行和解。投保人須提供本公司不時所需資料及協助，並簽發任何所需文件以授權本公司行使該項權利。因行使該項權利而討回的任何金錢應為本公司的利益並用以償還本公司就任何索償所支付的金額包括本公司已付或作出的任何費用及開支，以及因執行該追討行動所作出的費用及開支。

## 第三者權利

- (1) 雙方均承認對方是代表自身及其關聯公司的利益而簽訂本保單，而每方的關聯公司按照《合約（第三者權利）條例》(第623章) 有權強制執行並就本保單下的條款而得益。
- (2) 受第一條所限制，任何人不是本保單之合約方於《合約（第三者權利）條例》(第623章) 或其他適用的法律下無權強制執行本保單的任何條款。

## 制裁限制及不保事項條款

保險公司（再保險公司）不得提供承保及支付任何賠款或提供任何利益予，根據聯合國決議有關制裁、禁令或限制之國家，或經歐盟、英國或美國所作貿易或經濟制裁、法律或規範之國家。

除此以外受本保單的有關詳盡條款、規定及不保事項約束。

## 一般條款

- (a) **通告** 每項在此保單下發出或撰寫的通告或通訊皆需以書面送遞本公司，而對投保人的通告或通訊則送交其保單附表指明地址。
- (b) **預防措施** 投保人須採取所有合理預防措施防止意外和疾病，並須遵循所有相關的法定要求和責任，包括（但不限於）工廠及工業經營條例（香港法例第59章），及任何有關發佈、制訂或公佈的規例、規則或通告。
- (c) **風險轉變** 受保期內，如此保單所承保的風險有任何重大轉變，無論是投保人或任何其他人士作出，投保人均須即時以書面通知本公司，包括（但不限於）工作性質或投保人僱員人數的任何重大轉變。
- (d) **檢查權利** 本公司有權並有機會於任何合理時間檢查用於投保人住所內的機械、器具和用具。
- (e) **轉讓** 除非首先獲得本公司書面同意並獲得批准，否則此保單內的權益不得轉讓。
- (f) **撤消保單** 本公司或投保人均可以書面通知另一方而取消此保單。取消於郵寄通知取消之日起計柒(7)天後即可生效，在該情況下，保費須按照「保費」條文作調整。如此保單由投保人取消，本公司可保留保單附表所述最低保費。
- (g) **仲裁** 此保單內的所有歧異之處，須按不時修訂的仲裁條例以仲裁方式解決。若各方不同意仲裁人所作出的選擇，該選擇須轉介予香港國際仲裁中心主席。於此明確規定此乃本保單中一項凌駕於任何行動及控訴的條件，即應先取得仲裁決定。如本公司就任何索償向投保人否認責任，而該索償並非於該否認日期起十二個曆月內轉介予仲裁人，則無論任何情況下該索償均被視為已被放棄，及以後不可作出追討。
- (h) **監管法律** 此保單乃依據香港專有司法管轄權，並按照香港法律加以詮釋。





