



You and your family are advised to keep this card for emergency needs. 請您和您的家人保存此卡，以便緊急時致電求助。

HelperShield Insurance

The Policy

Please read this policy carefully



Home Assistance Services
家居支援服務



Home Assistance Services
家居支援服務



Home Assistance Services
家居支援服務



24-Hour Home Assistance Services 24小時家居支援服務：

- General claims information 一般索償資料
- Referral services 轉介服務：
 - 24-hour locksmith 24小時開鎖
 - General repairs handyman 一般維修
 - Emergency plumber Local (part-time) domestic helper, including postnatal care helper referral & foreign domestic helper advisory service 緊急水管維修 本地(兼職)家庭傭工，包括陪月員轉介及外籍家庭傭工諮詢服務
 - Air-conditioner engineer 冷氣機工程
- Free legal/arbitration referral service for dispute with helpers/employment agency 與家庭傭工/僱傭中心糾紛的免費法律/仲裁轉介服務

Services are only available in Hong Kong SAR. 所有服務只適用於香港特別行政區。

Please mark your policy no. for reference. 請填寫保單號碼以作參考。

Issued by AXA General Insurance Hong Kong Limited 由安盛保險有限公司刊發

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Your right to change your mind

If You are not completely satisfied, or our plan's coverage overlaps with your other existing protection plans coverage or exceed your needs, then please return the policy to us within 30 days. We will cancel this plan and refund any premium you have paid. Otherwise, we will assume you have accepted this plan subject to its terms and conditions.

Your right to cancel the policy is based on the following conditions:

- Your request to cancel must be signed by You and received directly by any HSBC branch or by AXA General Insurance Hong Kong Limited within 30 days of receipt of Your Policy.
- No refund can be made if a claim has already been paid.

Should You have any queries or need further explanation, You may contact Insurance Service Hotline on (852) 2867 8678 (please note that tele-conversations may be recorded to ensure service quality) or write to Us.

AXA General Insurance Hong Kong Limited

Mailing Address: P.O. Box No. 90918 Tsim Sha Tsui Post Office, Kowloon, Hong Kong
Office Address: 5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong
Insurance Service Hotline: (852) 2867 8678



Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the “**Company**”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“**PDPO**”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“**Purposes**”), including:

1. offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“**our affiliates**”) or our business partners (see “**Use and provision of personal data in direct marketing**” below), and administering, maintaining, managing and operating such products/services;
2. processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
3. providing subsequent services to you, including but not limited to administering the policies issued;
4. any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
5. detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
6. evaluating your financial needs;
7. designing products/services for customers;
8. conducting market research for statistical or other purposes;
9. matching any data held which relates to you from time to time for any of the purposes listed herein;
10. making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
11. conducting identity and/or credit checks and/or debt collection;
12. complying with the laws of any applicable jurisdiction;
13. carrying out other services in connection with the operation of the Company’s business; and
14. other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

1. any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
2. *The Hongkong and Shanghai Banking Corporation Limited (“**HSBC**”) for any of the Purposes and for the following additional bank related purposes: ensuring ongoing credit worthiness of customers, creating and maintaining credit and risk related models, providing the personal data to credit reference agencies for the purposes of conducting credit checks and other directly related purposes, determining the amount of indebtedness owed to or by customers and collection of amounts outstanding from customers and those providing security for customers’ obligations;
3. any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
4. any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
5. credit reference agencies or, in the event of default, debt collection agencies;
6. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
7. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
8. the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below “**Use and provision of personal data in direct marketing**”.

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data in direct marketing: The Company intends to:

1. use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
2. conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
 - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
 - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
3. the above products and services may be provided by the Company and/or:
 - a) any of our affiliates;
 - b) third party financial institutions;
 - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in 2. above;
 - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities;
4. in addition to marketing the above products and services, the Company also intends to provide the data described in 1. above to all or any of the persons described in 3. above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on "**Access and correction of personal data**". The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer

AXA General Insurance Hong Kong Limited

5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company's administrative and actual costs incurred in complying with your data access requests.

* This is applicable only if you are applying for a product and/or service of, or making a request to, the Company through HSBC as the Company's distribution agent. Your personal data will not be provided to HSBC for any of the Purposes and the additional purposes and for direct marketing by HSBC set out in the paragraphs above if you do not apply for the product and/or service of, or make a request to, the Company through HSBC as the Company's distribution agent.

HelperShield Insurance

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IMPORTANT – Please read this Policy carefully to see that it meets your requirements

This Policy, the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any part of them shall bear such specific meaning throughout .

This Policy is a contract between AXA General Insurance Hong Kong Limited (hereinafter referred to as “the Company”) and you, the Insured. The policy application form and declaration made by you shall form the basis of this contract and are deemed to be incorporated herein. In consideration of the fact that the Insured has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as specified for such insurance, the Company will subject to terms, conditions and exclusions of this Policy, pay the benefits to the Insured or in the case of death of the Insured to the Insured’s legal personal representative in the manner and to the extent provided for in the respective Sections specified in the Schedule, in respect of events occurring during the Period of Insurance, or any subsequent period for which the Insured shall have paid and the Company shall have accepted the required Premium.

Part 1 – Coverage

The following sections 1-15 and optional cover - supplementary medical (critical illness) benefit section of this Part 1 will apply based on the type of helper and the plan you have chosen. Unless otherwise specified in your Policy Schedule, the following sections of this Part 1 shall apply to the following plan and type of helper:

- (a) Basic Plan: Sections 1, 9, 10,13 and 15 for Local (part-time) Domestic Helper and Postnatal Care Helper.
- (b) Basic Plan: Sections 1, 2, 6, 9 ,10, 12, 13, 15 and optional cover - supplementary medical (critical illness) benefit section for Insured Foreign Domestic Helper.
- (c) Comprehensive Plan: Sections 1-15 inclusive and optional cover - supplementary medical (critical illness) benefit section for Insured Foreign Domestic Helper.

Unless otherwise specified, the limits, sub-limits and excess stated in Sections 2 to 15 and optional cover - supplementary medical (critical illness) benefit section and in Part 5 - Sum Insured Table are on a per Insured Helper basis. The word “excess” means an amount or period (as applicable) for which the Company is not responsible. The Insured is not covered for loss up to this amount or period (as applicable), which is deducted for each claim.

The limits, sub-limits and excess stated in Part 5 - Sum Insured Table shall apply to the respective benefit Section.

Section 1 – Employees’ Compensation (Applicable to all types of helper and plan)

If the Insured Helper in the Insured’s immediate employ shall sustain Bodily Injury or death by Accident or Disease occurring during the Period of Insurance within the Geographical Area (as defined later in this Section) and arising out of and in the course of her employment by the Insured.

THE COMPANY WILL subject to Policy Limit of Indemnity (as defined later in this Section) and to the terms, exclusions 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.

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.

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 HKD100,000,000 irrespective of the number of Insured Helper who may sustain Bodily Injury or death consequent on or attributable to the same occurrence of Accident or Disease.
- (b) In relation to any liability of the Insured in respect of a Disease contracted by an Insured Helper due to the nature of her employment with the Insured 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 Insured Helper’s employment to which such Disease was due first affected the Insured Helper, 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 Insured Helper’s period of employment falling within the Period of Insurance of this Policy bears to the total period of his/her employment to the nature of which such Disease was due.

- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this 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.

Terrorism Clause

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

- (a) the Policy Limit of Indemnity shall be such amount which the Company actually receives from the Government of Hong Kong SAR ("the Government") pursuant to an Agreement for Provision of Facility dated 1 July, 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement or the Loss falls within any applicable exceptions or exclusions or there exist any other conditions leading to no payment for the Loss under of the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under the Facility is exhausted or the termination of the Facility Agreement by the Government.

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 organisation or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

Geographical Area

- (a) Hong Kong
- (b) Applicable to the Insured Foreign Domestic Helper only: Worldwide when accompanying the Insured or the Insured's Family Members on overseas trips.

Exclusions applicable to Section 1

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

- (1) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (2) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (3) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness where:
 - (a) "Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupation Deafness (Compensation) Ordinance (Chapter 469 of the laws of Hong Kong).
 - (b) "Pneumoconiosis" and "Mesothelioma" have the same meaning as assigned to those expressions in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong).
- (4) the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- (5) 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;
- (6) 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.

Section 2 – Hospital Expenses (Applicable to the Foreign Domestic Helper, Basic and Comprehensive Plan)

In the event the Insured Foreign Domestic Helper while being admitted in a Hospital for surgery as an Inpatient/Outpatient/Day Patient or treatment as an Inpatient of Bodily Injury or sickness during the Period of Insurance, and if such Hospital expenses are payable by the Insured pursuant to the employment contract of the Insured Foreign Domestic Helper, the Company shall reimburse the Insured for Medically Necessary and reasonable medical expenses actually incurred up to:

- (a) HKD300 per day for room and board and other Inpatient miscellaneous Hospital services;
- (b) HKD12,000 (for Basic Plan) and HKD16,000 (for Comprehensive Plan) per surgical operation, which is undertaken in Hospital as an Inpatient/Outpatient/Day Patient;
- (c) 25% of the amount payable under (b) above for an aesthesia and its administrations;
- (d) 25% of the amount payable under (b) above for use of the operating theatre;

Provided that:

- i. The maximum amount payable under this Section for the Insured Helper is HKD25,000 (for Basic Plan) and HKD35,000 (for Comprehensive Plan) each year per Period of Insurance.
- ii. The Hospital admission is a direct result of Bodily Injury occurring or sickness contracted and commencing during the Period of Insurance.
- iii. The Company shall not be liable for the first HKD300 of a claim in respect of any one Hospital admission.

Section 3 – Clinical Expenses (Applicable to the Foreign Domestic Helper, Comprehensive Plan)

In the event the Insured Foreign Domestic Helper requires non-surgical Outpatient medical treatment from a clinic for Bodily Injury or sickness, and if such clinical expenses are payable by the Insured pursuant to the employment contract of the Insured Foreign Domestic Helper (for Comprehensive Plan), the Company will pay the necessary and reasonable expenses actually incurred (after deduction of any sums recovered or recoverable from all other sources) up to one visit per day and up to HKD300 per visit for the Insured Foreign Domestic Helper during the Period of Insurance, provided such treatment is received from a Qualified and Licensed/Registered Medical Practitioner of western medicine. Notwithstanding the foregoing provisions, the chiropractic treatment and physiotherapy received from the Qualified and Licensed/Registered Medical Practitioner of western medicine is up to HKD150 per visit.

Total maximum amount payable under this Section for the Insured Foreign Domestic Helper is HKD3,000 each year per Period of Insurance.

Exclusions applicable to Section 2 and Section 3

Section 2 and Section 3 under this Policy do not apply to any expenses incurred which is caused directly or indirectly by or which results from:

- (1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease or cancer;
- (2) rest-cure or physical check-up;
- (3) cosmetic or plastic surgery unless to correct an injury for which this Policy covers;
- (4) vaccinations, immunisation, injections or preventive medication;
- (5) expenses incurred or treatment received outside the territorial limits of Hong Kong.

Section 4 – Dental Expenses (Applicable to the Foreign Domestic Helper, Comprehensive Plan)

In the event the Insured Foreign Domestic Helper (for Comprehensive Plan) requires emergency dental attention as a result of dental diseases for oral surgery, treatment of abscesses, X-rays, extractions or fillings during the Period of Insurance, and if such dental expenses are payable by the Insured pursuant to the employment contract of the Insured Foreign Domestic Helper, the Company will pay two-thirds of the necessary and reasonable expenses actually incurred, provided such treatment is received from a legally qualified and registered dentist.

The maximum amount payable under this Section for the Insured Foreign Domestic Helper is HKD1,800 each year per Period of Insurance.

Exclusions applicable to Section 4

Section 4 under this Policy does not apply to any expenses incurred which is caused directly or indirectly by or which results from:

- (1) any routine examination, scaling, polishing or cleaning and crowning;
- (2) cost of any bridges, braces, dentures or dental prosthetics involving precious alloy restoration;
- (3) expenses incurred or treatment received outside the territorial limits of Hong Kong.

Waiting Period applicable to Section 2, 3 and 4

A fourteen (14)-day waiting period from the commencement of the Insured Foreign Domestic Helper's insurance shall be applicable under Section 2 "Hospital Expenses", Section 3 "Clinical Expenses" and Section 4 "Dental Expenses" arising out of illness or sickness for the Insured Foreign Domestic Helper during which no benefit shall be payable.

Section 5 – Personal Accident Benefits (Applicable to the Foreign Domestic Helper, Comprehensive Plan)

In the event the Insured Foreign Domestic Helper(for Comprehensive Plan) sustains Accidental Bodily Injury at the Home during the Period of Insurance and such Bodily Injury shall be the sole and direct cause of death and disability which occurs within 12 months from the date of such accident. The following compensation shall be payable to the Insured Foreign Domestic Helper:

(a) Accidental death	HKD100,000
(b) Loss of two or more limbs	HKD100,000
(c) Loss of sight of both eyes	HKD100,000
(d) Loss of one limb and sight of one eye	HKD100,000
(e) Loss of one limb	HKD50,000
(f) Loss of sight of one eye	HKD50,000

Double Indemnity:

In respect of any sum payable under events (a), (b), (c) or (d), the Company shall pay 200% of the stated amount in the event the death or disability is solely and directly caused by Bodily Injury sustained in a robbery at Home during the Period of Insurance.

1. If more than one event occur from the same Accident, the aggregate amount of compensation paid in respect of the Insured Foreign Domestic Helper shall not be more than the maximum limit of indemnity of HKD100,000 under this Section.
2. Where the aggregate amount of compensation paid in respect of the Insured Foreign Domestic Helper is equal to the maximum limit of indemnity under this section, We will be under no further liability under this Policy in respect of the same Insured Foreign Domestic Helper for Bodily Injury sustained thereafter.

For the purpose of this Section:

- (a) Loss of limb shall mean physical severance of a hand or a foot at or above the wrist or ankle or of an arm or a leg at or above elbow or knee.
- (b) Loss of sight shall mean entire and irrecoverable loss of all sight.

Section 6 – Repatriation Expenses (Applicable to the Foreign Domestic Helper, Basic and Comprehensive Plan)

The Company will reimburse the Insured the necessary and reasonable expenses actually incurred by the Insured pursuant to the Insured's contractual liability in repatriating the Insured Foreign Domestic Helper or his/her mortal remains to the country of residence before the expiry of the Insured Helper's term of employment under the following circumstances and conditions:

- (a) in the event of serious sickness or Bodily Injury resulting in the Insured Foreign Domestic Helper being certified by a Qualified and Licensed/Registered Medical Practitioner of western medicine as medically unfit to complete the term of contract of employment with the Insured provided that such repatriation expenses shall be on a scheduled economy class flight and such repatriation shall include any transportation costs for ambulance transfer to and from the airport.
- (b) in the event of the Insured Foreign Domestic Helper's death and such repatriation expenses shall include the Insured Foreign Domestic Helper's post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in the country of residence.

The maximum amount payable under this Section for the Insured Foreign Domestic Helper is HKD20,000 each year per Period of Insurance.

Section 7 – Replacement of Helper Expenses (Applicable to the Foreign Domestic Helper, Comprehensive Plan)

The Company will reimburse the necessary and reasonable expenses (except salary) actually incurred by the Insured to employ a new foreign domestic helper when the employment contract of the Insured Foreign Domestic Helper (for Comprehensive Plan) is terminated in the event of:

- (a) sudden leave without any prior notice of the Insured Foreign Domestic Helper who has been working over 2 consecutive years for the Insured;
- (b) Early termination of employment contract benefit: If the early termination of employment contract has occurred 2 times in a year, and in which either the Insured Foreign Domestic Helper resigns or being dismissed by the Insured;
- (c) the Insured or the Insured's Family Member sustains Bodily Injury caused by intentional malicious act or negligence of the Insured Foreign Domestic Helper;
- (d) the fraud or dishonest acts of the Insured Foreign Domestic Helper;
- (e) the Insured repatriates the Insured Foreign Domestic Helper or returns his/her mortal remains to his/her country of residence and a valid claim is payable under Section 6 "Repatriation Expenses" in respect of this Insured Foreign Domestic Helper.

Provided that:

- i. The maximum amount payable under Section 7(a) is HKD2,000 each year per Period of Insurance.
- ii. The maximum amount payable under Section 7(b) is HKD2,000 each year per Period of Insurance.
- iii. The maximum amount payable under this Section is HKD5,000 each year per Period of Insurance.
- iv. Excess for Section 7(a) to 7(d): The Company shall not be liable for any expenses incurred within the first 3 months of the employment of the new foreign domestic helper or during the period for employment agency to replace the Insured Foreign Domestic Helper at no service fee, whichever is the longer.
- v. The Insured has to provide the Company the proof which he has notified the Immigration Department for the termination of the employment contact of the Insured Foreign Domestic Helper.

Section 8 – Service Interruption Allowance (Applicable to the Foreign Domestic Helper, Comprehensive Plan)

The Company shall pay the Insured for service interruption allowance at HKD200 per day, due to Hospitalization of the Insured Foreign Domestic Helper (for Comprehensive Plan) as an Inpatient for treatment or surgery for a period of over 3 consecutive days during the Period of Insurance.

Provided that:

- i. The maximum amount payable under this Section for each Insured Foreign Domestic Helper is HKD6,000 each year per Period of Insurance.
- ii. There is a valid claim in relation to the same Insured Foreign Domestic Helper under Section 2.
- iii. The Company shall not be liable for the first three days of Hospitalization.

Section 9 – Fraud and Dishonesty Protection (Applicable to all types of helper and plan)

The Company will reimburse the Insured's actual pecuniary loss directly resulting from the act of fraud or dishonesty committed by the Insured Helper provided that:

- (a) the act of fraud or dishonesty must be committed during the Period of Insurance;
- (b) the act of fraud or dishonesty must be discovered during the Period of Insurance or within 30 days after the Policy expiry or within 30 days after death, dismissal or expiry of employment contract of the Insured Helper, whichever is the sooner;
- (c) moneys due by the Insured to the Insured Helper shall be deducted from any amount otherwise payable under this Section 9;
- (d) discovery of any act of fraud or dishonesty must be reported to the police within 24 hours of the discovery;
- (e) it is the duty of the Insured to prove that his actual loss is a direct result of the act of fraud or dishonesty committed by the Insured Helper;
- (f) the maximum amount payable for the Insured Foreign Domestic Helper is HKD2,000 (for Basic Plan) and HKD12,000 (for Comprehensive Plan) each year per Period of Insurance;
- (g) the maximum amount payable for the Insured Local (part-time) Domestic Helper or Postnatal Care Helper is HKD1,000 for each Period of Insurance.

Section 10 – Personal Liability (Applicable to all types of helper and plan)

The Company shall indemnify the Insured for the Insured Helper's legal liability in Hong Kong to a third party including all costs and expenses actually incurred by the Insured up to a limit of HKD200,000 (for Insured Foreign Domestic Helper, under Comprehensive Plan) and HKD50,000 (for Insured Foreign Domestic Helper, Local (part-time) Domestic Helper and Postnatal Care Helper, all under Basic Plan) for any one accident arising during the Period of Insurance as a result of the negligence of the Insured Helper causing:

- (a) Accidental Bodily Injury including death or disease to any person other than the Insured or the Insured's Family Members; and
- (b) Accidental loss of or damage to property belonging to any person other than the Insured or the Insured's Family Members.

The Insured shall bear the first HKD500 in each and every third party property damage claim.

Exclusions applicable to Section 10:

Claims arising from the following are not covered:

- (1) the ownership or use of livestock and other than pets;
- (2) the ownership, possession, driving or use (other than use as a passenger having no right of control) of mechanically propelled vehicles (other than wheelchairs) or aircraft or watercraft or drone;
- (3) advice, design, specification given or provided by Insured Helper in a Professional Capacity or any breach of duty owed by the Insured Helper in a Professional Capacity;
- (4) any fines or penalties;
- (5) Bodily Injury or death of the Insured or any Family Members of the Insured or other helper employed by the Insured or the Insured's Family Member at Home;
- (6) Any admission, offer, promise, payment or indemnity made or given by or on behalf of the Insured and/or the Insured Helper without the written consent of the Company;
- (7) asbestos, or any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.

Section 11 – Unauthorised Use of IDD (Applicable to the Foreign Domestic Helper, Comprehensive Plan)

The Company shall indemnify the Insured for international telephones charges actually incurred by the Insured resulting from unauthorised telephone calls committed by the Insured Foreign Domestic Helper (for Comprehensive Plan) during the Period of Insurance while residing at the Home up to a limit of HKD3,000 each year per Period of Insurance.

Provided that:

- i. This unauthorised act is discovered during the Period of Insurance or within 30 days after expiration of this Policy or within 30 days after death, dismissal or expiry of employment contract of the Insured Foreign Domestic Helper;
- ii. Money due by the Insured to the Insured Foreign Domestic Helper shall be deducted from the any amount otherwise payable under this section 11; and
- iii. Discovery of any unauthorised act must be reported to the police within 24 hours of the discovery.

Section 12 – Personal Effects (Applicable to the Foreign Domestic Helper, Basic and Comprehensive Plan)

The Company shall indemnify the Insured Foreign Domestic Helper for accidental loss of or damage to the property belonging to the Insured Foreign Domestic Helper occurring in Hong Kong while employed by the Insured during the Period of Insurance up to HKD10,000 each year per Period of Insurance.

Provided that:

- i. The Insured Foreign Domestic Helper shall bear the first HKD300 in each and every claim.
- ii. If such personal effects is Personal Money, the limit of each claim is HKD3,000.
- iii. The limit for any one item of such personal effects is HKD1,000.
- iv. The property shall be physical items excluding live plant or animal.
- v. The property is kept at the Home or worn by or carried on the Insured Foreign Domestic Helper at the time of loss.
- vi. Pair and set clause:

Where a property consists of articles in a pair or set, the Company's liability shall not be more than the proportionate value of the particular part or parts which may be lost or damaged.

Exclusions applicable to Section 12

This Section does not cover loss of or damage arising out of:

- (1) Detention or seizure or confiscation by customs or other officials; any unexplained loss; property left unattended in the public; property in or on veranda, balcony and in the open generally.
- (2) Loss of Personal Money caused by shortages due to error or omission or depreciation in value or the use of counterfeit money or deception.
- (3) Theft or robbery not reported to the police within 24 hours of the loss unless it was not reasonably practicable to report the same.
- (4) Goods of perishable nature; wear and tear or depreciation; goods in transit; goods held in trust or on commission; china, glass, earthenware and other items of fragile nature; mobile phone or equipment with such function; computer.
- (5) Any deliberate act or wilful neglect unless caused by an unlawful visitor to the Home.
- (6) Theft from any:
 - (a) unattended vehicle unless all windows were securely closed and all doors and the boot were locked;
 - (b) open or convertible car or a car with the sunroof opened unless the items were kept in a locked boot.
- (7) Unexplained loss or mysterious disappearance.

Section 13 – Lock Replacement (Applicable to all types of helper and plans)

The Company will reimburse the Insured the necessary and reasonable expenses actually incurred for the replacement and installation of main door lock or metal gate lock following the termination of employment contract with the Insured Helper during the Period of Insurance due to:

- (a) discovery of any act of fraud or dishonesty of the Insured Helper and a valid claim is payable under Section 9 "Fraud and Dishonesty Protection" of this Policy; or
- (b) serious sickness or Bodily Injury or death of the Insured Foreign Domestic Helper resulting in repatriation and a valid claim is payable under Section 6 "Repatriation Expenses" of this Policy.

Provided that:

- i. the replacement and installation of the said lock must be undertaken within seven (7) days after the termination of employment contract; and
- ii. sufficient supporting documents of the termination of employment contract to the satisfaction of the Company must be rendered; and
- iii. Police report for paragraph (a) or medical report for paragraph (b) must be provided to the Company; and
- iv. The maximum amount payable under this Section for the Insured Foreign Domestic Helper (for Comprehensive Plan) is HKD1,500 each year per Period of Insurance; and
- v.
 - (1) The maximum amount payable under this Section for the Insured Foreign Domestic Helper (for Basic Plan) is HKD500 each year per Period of Insurance.
 - (2) The maximum amount payable under this Section for the Local (part-time) Domestic Helper/ Postnatal Care Helper (all under Basic Plan) is HKD500 per Period of Insurance.

Section 14 - Support to Employer in the event of Foreign Domestic Helper's death (Applicable to the Foreign Domestic Helper, Comprehensive Plan)

In the event of the death of the Insured Foreign Domestic Helper which occurred during the Period of Insurance (for Comprehensive plan), the Company will reimburse the Insured for:

- (a) an annual leave compensation benefit of up to HKD500 per day of annual leave taken by the Insured as a result, up to HKD1,500 each year per Period of Insurance and
- (b) Trauma counselling expense benefit of HKD1,000 per day per visit incurred by the Insured as a result, up to HKD3,000 each year per Period of Insurance.

Provided that:

- i. There is a valid claim in respect of the same Insured Foreign Domestic Helper under Section 6 Repatriation Expenses.
- ii. There is a written proof of annual leave of the Insured's working company or organisation provided to the Company.

Section 15 - 24-Hour Home Assistance Service (Applicable to all types of helper and plans)

A 24-Hour hotline, provided by AXA Assistance, will assist the Insured and the Insured's Family Members in arranging any of the following services:

Please call 24-Hour Hotline (852) 2528 9333 (service within the territory of Hong Kong only) and quote Your Policy number. The hotline service comes to You through AXA Assistance. Upon Your request, AXA Assistance will provide referral information to You on service-providers and their charges. AXA Assistance will also assist You in arranging for a house-call or an appointment, if necessary.

- (a) Electrician referral
- (b) Plumber referral
- (c) Locksmith referral
- (d) House Call/Dental referral
- (e) Baby-sitting/Home Nursing referral
- (f) Pest Control/Cleaning Services referral
- (g) General repair on household items referral
- (h) Local (part-time) Domestic Helper, Postnatal Care Helper referral and Foreign Domestic Helper advisory service*
- (i) Air-conditioner engineer referral
- (j) Medical service provider referral
- (k) Free legal/arbitration referral service for dispute with helpers/ employment agency

* Foreign Domestic Helper advisory service in the above means provision of information released by the Labour Department of Hong Kong SAR Government relating to Foreign Domestic Helpers.

Optional Cover Section

Supplementary Medical (Critical Illness) Benefit (Applicable to the Foreign Domestic Helper, Basic and Comprehensive Plan)

(only applicable to the Insured Foreign Domestic Helper if specified in the Policy Schedule)

If Your Policy Schedule shows that You have selected this optional cover, We will reimburse Medically Necessary medical treatment expenses for surgery or treatment of critical illnesses as specified below in excess of the amount payable under Section 2 Hospital Expenses:

- (a) Stroke
- (b) Coronary Artery By-pass Surgery
- (c) Cancer
- (d) Kidney Failure
- (e) Major Organ Transplantation
- (f) Multiple Sclerosis
- (g) Aorta Surgery/Heart Valve Replacement
- (h) Encephalitis
- (i) Bacterial Meningitis
- (j) Stones in the Urinary and Biliary Systems

Provided that:

The Company will pay the Insured from the supplementary medical (critical illness) benefit section, including all daily room and board, surgical and other miscellaneous Inpatient expenses incurred by the Insured Foreign Domestic Helper for surgery or treatment of Bodily Injury or sickness, for each year per Period of Insurance, not exceeding HKD50,000, in excess of the amount payable under Section 2 Hospital Expenses and subject to the same sub-limits set forth in Section 2 Hospital Expenses.

Exclusions applicable to Supplementary Medical (Critical Illness) Benefit:

This section does not cover:

- (1) those illnesses not mentioned under this Section;
- (2) pre-existing ailments or conditions prior to the effective date of this coverage;
- (3) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility, sterilization, heart disease;
- (4) rest-cure or physical check-up;
- (5) cosmetic or plastic surgery;
- (6) vaccinations, immunisation, injections or preventive medication;
- (7) expenses incurred or treatment received outside the territorial limits of Hong Kong;
- (8) The Company shall not be liable for the first HKD300 as a result of cancer.

Part 2: General Provisions (applicable to whole Policy)

(1) Conditions Precedent to Liability

The due observance and fulfillment 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 the truth of the statements, declarations and answers in the proposal and/or application of this Policy shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Policy.

(2) Entire Contract: Changes

This Policy, including the Policy Schedule, and the endorsements and amendments, if any, will constitute the entire contract between the parties in respect of its content. No change in this Policy shall be valid unless approved by the Company and evidenced by endorsement or amendment.

(3) Notices

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company. The Company give notice or communication to the Insured should be (a) to the Insured's last known corresponding address by mail or (b) merely by electronic means (such as by email at his last known email address or by SMS message at his last known mobile number).

(4) 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 SAR. It is further provided that indemnity shall not be provided for a judgment or order obtained in the Hong Kong SAR for the enforcement of a judgment obtained elsewhere.

(5) 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 repay the amount to the Company.

(6) Claim Prevention

The Insured and the Insured Helper shall take all reasonable precautions to prevent accidents, loss, disease and any claim under this Policy and shall comply with all statutory obligations.

(7) Fraud

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

(8) 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.

(9) Change in Risk

The Insured shall give immediate written notice to the Company of any material fact affecting this Policy which has come to the Insured's notice during the Period of Insurance including notice of any disease, physical or mental defect or infirmity affecting the Insured Helper and the Insured Helper having reached her 65th birthday.

(10) Change in Insured Helper

During the Period of Insurance, same benefits shall be payable for any new Insured Helper replacing an existing Insured Helper (if applicable) named in the Policy Schedule less any amount already paid in respect of loss or damage sustained by or benefit paid in respect of the existing Insured Helper. This is only applicable for the replacement of the same type of helper. The additional or refund premium, if any, shall be calculated on a pro-rata basis.

(11) Plan down grade or upgrade and addition or deletion of optional cover

Provided that no claim has arisen during the current Period of Insurance, if the Insured gives a seven (7) days notice in writing to the Company, in a form prescribed by the Company, to change the plan type or addition/deletion of the optional cover (if applicable) of this Policy, subject to the Company's approval, such change becomes effective on the date approved by the Company. The additional or refund premium, if any, shall be calculated on a pro-rata basis.

(12) Claims Settlement

(a) Claims Notification

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

All expenses shall, in the first instance, be paid by the Insured followed by submission original invoices and receipts together with the claim form to the Company for reimbursement.

The Insured shall also give the Company notice in writing immediately upon the Insured becomes aware of any intention to prosecute the Insured of any impending prosecution or any 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 in relation to a claim under this Policy 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 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) Other Insurance:
- (i) Other helper insurance not issued by the Company
If at the time any claim arises under this Policy (other than Section 5 “Personal Accident Benefits”) and there is any other insurance indemnifying the Insured in respect of the same claim, this Policy is not to be called on in contribution and, subject to the applicable Policy Limit of Liability, the Company shall pay any amount under this Policy only if and so far as such amount is not already covered by any indemnity under other insurance.
 - (ii) More than one HelperShield Insurance policy or any other insurance policy of similar nature issued by the Company
In the event the Insured Helper is covered under more than one HelperShield Insurance policy or any other insurance policy of similar nature issued by the Company at the time of any loss, any claim payable shall be based on the policy providing the greatest amount of benefit. If such policies are identical, the Company will consider the policy first issued. Any premium paid for any duplicated policy shall be returned to the Insured.
- (d) 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. No benefit will be payable by the Company under this Policy if there is any breach of this provision.
- (e) Subrogation
The Company shall be entitled to take over and conduct the defence or settlement of any third party claim at the Company’s discretion. The Company shall also be entitled to use the Insured’s name to enforce recovery rights against any other person whether before or after indemnification is paid under this Policy.

(13) Proof of Loss

It is a condition precedent to any liability of the Company under this Policy that the Insured (or under Section 12 “Personal Effects”, the Insured Helper) shall at his/her own expense furnish to the Company such certificate, information and evidence in the form and of the nature described and reasonably required by the Company. The Company shall be allowed at its own expense upon reasonable notice to the Insured to have a medical examination of the Insured Helper from time to time or in the case of death upon reasonable notice to the Insured Helper’s legal personal representative to have a post-mortem examination of the body.

Further, in the event of death of the Insured Helper:

- (a) Her death shall be established by an official death certificate.
- (b) Any claim shall be payable to her legal personal representative.

(14) Gender

Unless the context otherwise requires:

- (a) Words importing any particular gender shall include all other gender;
- (b) Words importing the singular shall include the plural and vice versa.

(15) Cancellation

- (a) i. The Insured for 1-year or 2-year policy may cancel the Policy at any time by sending seven (7) days written notice to the Company. We will return a proportionate part of the premium, subject to the premium refund table stated as below. No refund of premium is allowed if there is any claim during the Period of Insurance.
- ii. There is no premium refund for the 3-month policy except for cancellation before Policy effective date and Cooling-off Period, whichever is the later and provided that no claim has arisen during the Period of Insurance.

Premium refund table

One-year policy:

Period covered before cancellation (not exceeding)	Premium refund (% of premium paid)
4 months	50% of total premium paid
5 months	40% of total premium paid
6 months	30% of total premium paid
8 months	20% of total premium paid
Over 8 months	Nil

Two-year policy:

Period covered before cancellation (not exceeding)	Premium refund (% of premium paid)
4 months	75% of total premium paid
5 months	70% of total premium paid
6 months	60% of total premium paid
8 months	50% of total premium paid
10 months	40% of total premium paid
12 months	30% of total premium paid
16 months	20% of total premium paid
Over 16 months	Nil

(b) If We give notice of termination of the Policy to You, at Our absolute discretion, at Your last known corresponding address by mail, or merely by electronic means (such as email at Your last known email address or SMS message at Your last known mobile number), such termination shall become effective from the seventh (7th) day after such notice has been issued. In such event, We will return a proportionate part of the premium, provided there has been no claim for the Policy.

(16) Renewal (Applicable to Foreign Domestic Helper, 1-year or 2-year policy) and Local (part-time) Domestic Helper, 1-year policy)

- (a) Payment of premium when due will serve to continue coverage under this Policy which will remain in force until the next premium due date.
- (b) This Policy will be renewed automatically upon payment of the due premium unless this Policy is terminated in accordance with clause 15 of the General Provisions hereinabove.
- (c) Renewal is allowed up to the Insured Helper's age of 64 years old. The insurance for the Insured Helper who reaches the age of 65 years old at the renewal date will be terminated upon such renewal date.
- (d) Premium and other terms and conditions
The Company reserves the right to amend the premiums or excess or other terms and conditions at Our absolute discretion if We renew the Policy, and We will use reasonable endeavours to give a 30 days' written notice of such amendment to the Insured at Our absolute discretion, (i) at the Insured's last known corresponding address by mail or (ii) merely by electronic means (such as by email at his last known email address or by SMS message at his last known mobile number) and the change will be effective from the next renewal date of the Policy. Premium shall be payable as stated in the renewal notice. Premium shall be payable on each premium due date by direct debit from the Insured's nominated account.

(17) Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration 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 seat of arbitration shall be Hong Kong SAR. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. If We shall disclaim liability to You for any claim hereunder and such claim shall not within twelve (12) 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.

(18) Governing Law

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

(19) Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

Part 3: General Exclusions (applicable to the whole Policy)

This Policy does not cover:

- (1) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (i) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - (ii) any act of terrorism including but not limited to:
 - any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear
 - a. the use or threat of force, violence and/or
 - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents; or
 - (iii) any action taken in controlling, preventing, suppression or in any way relating to (i) or (ii) above.

If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

It is hereby noted that the terrorism exclusion mentioned under (ii) above does not apply to Section 1 "Employees' Compensation". The Company may amend this provision according to market changes by giving seven (7) days notice to the Insured.

- (2) any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (iii) any weapon of war employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter.
- (3) any claim arising from intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereat whether sane or insane;
- (4) any claim arising from childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident;
- (5) any claim arising from intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with drugs or alcohol;
- (6) any claim arising from HIV (Human Immunodeficiency Virus) and/ or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/ or any mutant derivative or variations thereof howsoever caused;
- (7) any claim arising from pre-existing condition for which the Insured Helper had received medical treatment, diagnosis, consultation or prescribed drugs prior to this Period of Insurance. For the purpose of Sections 2, 3, 4 and 8, no benefits shall be payable for Bodily Injury sickness or disease sustained prior to inception of the Insured Helper's insurance and resulting in medical treatment received within three (3) consecutive months immediately before inception of the Insured Helper's insurance, it being understood that if no medical treatment is incurred on such Bodily Injury, sickness or disease within three (3) consecutive months immediately after inception of the Insured Helper's insurance, benefits under these Sections shall subsequently become effective;
- (8) all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
 - (i) Asbestos, or
 - (ii) Any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
- (9) Cyber and Data
 - (i) Cyber Loss;
 - (ii) any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

1. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
 2. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
 3. Cyber Incident means:
 - 3.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 3.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
 4. Computer System means:
 - 4.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
 5. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- (10) (a) any Insured Foreign Domestic Helpers who are:
 - (i) not aged between 18 and 59 on inception of the Insured Helper's insurance or
 - (ii) aged 65 or above on subsequent insurance renewal.
- (b) any Insured Local (part-time) Domestic Helper and Postnatal Care Helper who are:
 - (i) not aged between 18 and 64 on inception of this Policy, or
 - (ii) aged 65 or above on subsequent insurance renewal (for Local (part-time) Domestic Helper)/extension (for Postnatal Care Helper).
- (11) Sanction Limitation and Exclusion Clause
No insurer shall be deemed to provide cover and no 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 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.
- (12) Any Local (part-time) Domestic Helper whose monthly wage paid by the Insured is above HKD10,000.
- (13) Any Postnatal Care Helper whose monthly salary paid by the Insured is above HKD50,000.
- (14) Any Insured Helper who is related to You by blood.

Part 4: Definitions

Accident /Accidental

A sudden unforeseen and fortuitous event.

Bodily Injury

Injury to the Insured Helper caused solely and directly by violent accidental external and visible means and which are independent of any other cause and not by sickness, Disease or gradual physical or mental wear and tear.

Company/We/Us

AXA General Insurance Hong Kong Limited.

Cooling-off Period

The 30-day period commences from Your receipt of this Policy.

Day Patient

A patient who is admitted to a Hospital or Day Patient unit of a Hospital for a surgical procedure but does not occupy a bed overnight.

Disease

In relation to Section 1, a disease contracted by the Insured Helper due to the nature of her employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.

Family Members

Your Spouse, Partner, children (including adopted and foster children), parents and other relatives permanently living with You in the Home. The term "Partner" means someone with whom You live in a relationship equivalent to marriage, whether of the same or opposite gender.

Home

The place of employment, which is a residential address where the Insured Helper is working in and specified in the employment contract with the Insured, application and the Policy Schedule.

Hong Kong

The Hong Kong Special Administrative Region.

Hospital

A legally constituted establishment operated pursuant to the laws of the country/region in which it is based, and meeting all of the following requirements in that it:

- i) Operates primarily for the reception, medical care and treatment of sick, ailing or injured persons as in-patients;
- ii) Admits in-patients only under the supervision of a Qualified and Licensed/Registered Medical Practitioner or Practitioners one of whom is available for consultation at all times;
- iii) Maintains organised facilities for medical diagnosis and treatment of such persons, and provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by or available to the establishment;
- iv) Provides a full-time nursing service by and under the supervision of a staff of registered or graduated nurses;
- v) Maintains a Qualified and Licensed/Registered Medical Practitioner in residence.

"Hospital" shall not include the following:

- i) a clinic, nursing, rest or convalescent home of similar establishment, a place for alcoholics or drug addicts;
- ii) a mental institution; an institution confined primarily to the treatment of psychiatric disease including sub-normality; the psychiatric department of a Hospital;
- iii) a place for the aged including elderly centre; a rest home
- iv) a health hydro or nature cure clinic; a nursing or convalescent home; a special unit of a Hospital used primarily as a place for drug addicts or alcoholics, or as a nursing, a convalescent, rehabilitation, extended care facility or rest home.

The word "Hospitalization" shall be construed accordingly

Inpatient

A patient who is admitted to Hospital and who occupies a bed overnight or longer, for surgery or medical treatment.

Insured /You/Your

The person named as the policyholder in the Policy Schedule.

Insured Foreign Domestic Helper

Each foreign domestic employee named in the Policy Schedule who is legally employed by the Insured and is eligible for and covered by the insurance provided in this Policy. The foreign domestic helper and the Insured should enter into a standard Employment Contract (ID 407) as specified by the Director of Immigration on/before the effective date of this Policy, having satisfied all criteria in the Guidebook for the Employment of Domestic Helpers from Abroad and/or relevant guidebooks issued by the Immigration Department from time to time. The foreign domestic helper must hold a valid employment visa issued by Hong Kong Immigration Department for the employment from the Insured and shall perform general daily household chores, excluding gardening, driving vehicles and postnatal works.

Insured Helper

Insured Foreign Domestic Helper/ Postnatal Care Helper named in the Policy Schedule and the Local (part-time) Domestic Helper, who is legally employed by the Insured, and who must fully satisfy the definition of the terms "Insured Foreign Domestic Helper", "Local (part-time) Domestic Helper" and "Postnatal Care Helper" (as applicable) in this Part.

Local (part-time) Domestic Helper

Any local (part-time) domestic helper who is legally employed by the Insured at monthly wage not exceeding HKD10,000 for performing general daily household chores, excluding gardening, driving vehicles and postnatal works and is eligible for and covered by the insurance provided in this Policy. The main duty of local (part-time) domestic helper should not be a home nurse, part-time care worker, postnatal care worker, driver, cook, or gardener.

Medically Necessary

Reasonable and essential medical services and supplies, ordered by a Qualified and Licensed/Registered Medical Practitioner exercising prudent clinical judgment, needed to diagnose or treat a sickness, Bodily Injury or its symptoms, and that meet generally accepted standards of medical practice.

Outpatient

A patient who attends a Hospital, consulting room, or outpatient clinic and is not admitted as a Day Patient or an Inpatient.

Ordinance

Employees' Compensation Ordinance (Chapter 282 of the laws of Hong Kong).

Period of Insurance

For 1-year policy:

The 12-month period from the commencement date specified in the Policy Schedule, or each subsequent period of 12 months (if any), for which the Insured shall have paid the premium and the Company shall have accepted the renewal premium, as the case may be. 1-year policy is only applicable to Foreign Domestic Helper and Local(part-time) Domestic Helper.

For 2-year policy:

The 24-month period from the commencement date specified in the Policy Schedule, or each subsequent period of 24 months (if any), for which the Insured shall have paid the premium and the Company shall have accepted the renewal premium, as the case may be. 2-year policy is only applicable to the Insured Foreign Domestic Helper.

For 3-month policy:

The 3-month period from the commencement date specified in the Policy Schedule, for which the Insured shall have paid the premium. 3-month policy is only applicable to Postnatal Care Helper.

Personal Money

Cash, belonging to You, excluding credit cards, withdrawal cards, ATM cards, stored value cards (such as Octopus cards) and electronic money which is exchanged electronically over a technical device such as a computer or mobile phone.

Policy Schedule

The Policy Schedule issued by the Company which forms part of the Policy.

Postnatal Care Helper

The postnatal care helper named in the Policy Schedule who is legally employed by the Insured at monthly salary of not exceeding HKD50,000 for performing postnatal works only and is eligible for and covered by the insurance provided in this Policy.

Pre-existing Medical Conditions

Any Bodily Injury sustained, or sickness suffered by the Insured Helper for which he/she has been diagnosed or exhibits symptoms or in relation to which the Insured Helper should reasonably have received medical treatment, consultation, prescribed drugs or advice from a Qualified and Licensed/Registered Medical Practitioner prior to the effective date of this Policy.

Professional Capacity

Any profession, business or employment.

Qualified and Licensed/Registered Medical Practitioner

A western medical practitioner qualified by a medical degree and duly licensed or registered to practice medicine and who, in rendering the treatment (for the sole purpose of cure or relief of Bodily Injury or sickness), is practicing within the scope of his or her licensing and training in the geographical area of practice, but excluding the Insured Helper himself, the Insured, the Insured Helper's Family Members or a relative of the Insured Helper. Without prejudice to the foregoing provisions, Qualified and Licensed/Registered Medical Practitioners include medical doctors, chiropractors, and physiotherapists.

Spouse

Same sex or opposite sex spouse legally married according to the law of the country /region in which the spouse is married.

Part 5 – Sum Insured Table

Type of helper	Local (part-time) Domestic Helper/ Postnatal Care Helper	Foreign Domestic Helper	Foreign Domestic Helper
Plan	Basic Plan	Basic Plan	Comprehensive Plan
Benefits	Maximum limit of indemnity per Period of Insurance (HKD)		
Section 1 - Employees' Compensation	100,000,000 per event	100,000,000 per event	100,000,000 per event
Section 2 - Hospital Expenses	Not covered	25,000 per year Excess: the first 300 per Hospital admission Waiting period: 14 days	35,000 per year Excess: the first 300 per Hospital admission Waiting period: 14 days
Sub-limit:			
(a) Room and board and other miscellaneous Hospital services expenses	Not covered	300 per day	300 per day
(b) Each Hospital admission as an Inpatient/Outpatient/Day Patient for surgical operation expenses		12,000	16,000
(c) Anesthesia and its administration cost		25% of surgical operation expenses as (b) above	25% of surgical operation expenses as (b) above
(d) Operating theatre expenses		25% of surgical operation expenses as (b) above	25% of surgical operation expenses as (b) above
Section 3 - Clinical Expenses	Not covered	Not covered	3,000 per year; One visit per day; 300 per visit Waiting period: 14 days
Sub-limit: chiropractic treatment and physiotherapy	Not covered	Not covered	150 per visit
Section 4 - Dental Expenses	Not covered	Not covered	2/3 of actual expenses up to 1,800 per year Waiting period: 14 days
Section 5 - Personal Accident at Home	Not covered	Not covered	200,000 for robbery 100,000 for accident other than robbery
Section 6 - Repatriation Expenses	Not covered	20,000 per year	20,000 per year

Part 5 – Sum Insured Table (Cont.)

Type of helper	Local (part-time) Domestic Helper/ Postnatal Care Helper	Foreign Domestic Helper	Foreign Domestic Helper
Plan	Basic Plan	Basic Plan	Comprehensive Plan
Benefits	Maximum limit of indemnity per Period of Insurance (HKD)		
<p>Section 7 - Replacement of Helper Expenses</p> <p>We pay the replacement cost (excluding salary) if a new foreign domestic helper should be employed in the events of:</p> <p>(a) sudden leave without any prior notice of Insured Foreign Domestic Helper who have been working over 2 consecutive years for the Insured;</p> <p>(b) Early termination of employment contract benefit: If the early termination of employment contract has occurred 2 times in a year, and in which either the Insured Foreign Domestic Helper resigns or being dismissed by the Insured;</p> <p>(c) the Insured or the Insured's Family Member sustains Bodily Injury caused by intentional malicious act or negligence of the Insured Foreign Domestic Helper;</p> <p>(d) the fraud or dishonest acts of the Foreign Domestic Helper;</p> <p>(e) the Insured repatriates the Insured Foreign Helper or returns his/her mortal remains to his/her country of residence and a valid claim is payable under Section 6 "Repatriation Expenses" of this Policy.</p>	Not covered	Not covered	<p>5,000 per year</p> <p>Sub-limit to (a): 2,000 per year</p> <p>Sub-limit to (b): 2,000 per year</p> <p>Excess for (a) to (d) (not applicable for the reason of repatriation): the first 3 months of the employment or the period for employment agency to replace the Foreign Domestic Helper at no service fee, whichever is the longer.</p>
Section 8 - Service Interruption Allowance	Not covered	Not covered	<p>6,000 per year at 200 per Hospital confinement day as an Inpatient</p> <p>Excess: the first 3 consecutive days of Hospital confinement as an Inpatient</p>
Section 9 - Fraud and Dishonesty Protection	1,000 per period of insurance	2,000 per year	12,000 per year
Section 10 - Personal Liability	<p>50,000 per event</p> <p>Excess: the first 500 in each and every third party property damage claim</p>	<p>50,000 per event</p> <p>Excess: the first 500 in each and every third party property damage claim</p>	<p>200,000 per event</p> <p>Excess: the first 500 in each and every third party property damage claim</p>

Part 5 – Sum Insured Table (Cont.)

Type of helper	Local (part-time) Domestic Helper/ Postnatal Care Helper	Foreign Domestic Helper	Foreign Domestic Helper
Plan	Basic Plan	Basic Plan	Comprehensive Plan
Benefits	Maximum limit of indemnity per Period of Insurance (HKD)		
Section 11 - Unauthorized Use of IDD	Not covered	Not covered	3,000 per year
Section 12 - Personal Effects Sub-limit: - Personal effects - Personal Money	Not covered	10,000 per year Excess: the first 300 in each and every claim 1,000 per item 3,000 for each claim	10,000 per year Excess: the first 300 in each and every claim 1,000 per item 3,000 for each claim
Section 13 - Lock Replacement	500 per period of insurance	500 per year	1,500 per year
Section 14 - Support to the employer in the event of Foreign Domestic Helper's death Sub-limit: (a) Annual leave allowance (b) Trauma counselling expense	Not covered	Not covered	4,500 per year 1,500 Up to 500 per day 3,000 Up to 1,000 per day per visit
Section 15 - 24-Hour Home Assistance Services (a) Electrician referral (b) Plumber referral (c) Locksmith referral (d) House Call/Dental referral (e) Baby-sitting/Home nursing referral (f) Pest Control/Cleaning Services referral (g) General repair on household items referral (h) Local (part-time) Domestic Helper, including Postnatal Care Helper referral & Foreign Domestic Helper advisory service* (i) Air-conditioner engineer referral (j) Medical service provider referral (k) Free legal/arbitration referral service for dispute with helpers/ employment agency *Foreign Domestic Helper advisory service in the above means provision of information released by the Labour Department of Hong Kong SAR Government relating to Foreign Domestic Helpers.	Free (no limit)	Free (no limit)	Free (no limit)

Part 5 – Sum Insured Table (Cont.)

Type of helper	Local (part-time) Domestic Helper / Postnatal Care Helper	Foreign Domestic Helper	Foreign Domestic Helper
Plan	Basic Plan	Basic Plan	Comprehensive Plan
Benefits	Maximum limit of indemnity per Period of Insurance (HKD)		
OPTIONAL COVER	Not covered	Covered	Covered
Supplementary Medical (Critical Illness) Benefit Reimburse the Medically Necessary treatment expenses in excess of the amount payable under Section 2 - Hospital Expenses for surgery of treatment of critical illnesses as specified below: (a) Stroke (b) Coronary Artery By-pass Surgery (c) Cancer (d) Kidney Failure (e) Major Organ Transplantation (f) Multiple Sclerosis (g) Aorta Surgery/Heart Valve Replacement (h) Encephalitis (i) Bacterial Meningitis (j) Stones in the Urinary and Biliary Systems (only applicable to the Insured Foreign Domestic Helper specified in the Policy Schedule)		50,000 per year Excess: the first 300 in each and every claim of cancer Subject to the same sub-limit of Section 2	50,000 per year Excess: the first 300 in each and every claim of cancer Subject to the same sub-limit of Section 2

Levy collected by the Insurance Authority has been imposed on this policy at the applicable rate. For further information, please visit www.axa.com.hk/ia-levy or contact AXA at (852) 2867 8678.

Important Notes:

The above policy is underwritten by **AXA General Insurance Hong Kong Limited ("AXA")**, which is authorised and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR.