



SmartHelper Domestic Helper Insurance Policy

Welcome to your AXA General Insurance **SmartHelper Domestic Helper** Insurance Policy.

Your Policy consists of
the terms & condition as shown in this jacket
the Schedule

Your Schedule shows
details of your cover
the period of insurance
any special terms that may apply to your Policy

Following payment of the premium stated in the Schedule we will, in the event of accident, injury or loss happening during the period of insurance anywhere in Hong Kong (unless stated otherwise in the Schedule), provide insurance as described in the following pages.

Please read this jacket together with your Schedule to make sure you know what cover is provided.

SPECIMEN

DEFINITIONS

Certain words in the Policy have special meaning. These words have the same meaning wherever they are used in the Policy or Schedule. These are given below or defined at the beginning of the appropriate Section.

You/Your/The Insured	The person named as the Insured in the Schedule.
We/Us/The Insurer/ The Company / AXA General Insurance	AXA General Insurance Hong Kong Limited.
Hong Kong	The territorial limits of Hong Kong.
Employee	A person who is within the meaning of the legislation.
Domestic Helper	A person employed under an Employment Contract (either written or verbal) as governed by the Employees' Compensation Ordinance by you as a part time helper in your home, provided that he/she is between 16 and 65 years of age, and not related to you
Legislation	The Employees' Compensation Ordinance in force at the time of the accident.

CONDITIONS

You must comply with the following Conditions to have the full protection of your Policy. If you do not comply with them we may cancel the Policy or refuse to deal with your claim.

1. Precautions

You must

- take all reasonable precautions to prevent accidents and disease
- comply with all statutory obligations

2. Claims

If any accident, injury, loss or liability happens which may give rise to a claim,

you must

- give written notification to us as soon as reasonably possible
- send to us immediately any writ or summons and as soon as possible any letter, claim, or other document
- notify us immediately of any impending prosecution, inquest or fatal inquiry
- ensure that proper medical and surgical advice is obtained and followed by the domestic helper as soon as possible after any accident, injury or illness
- at your expense, or at the expense of any person representing you, provide us with certificates, information and other documents as we may reasonably require

you must NOT

- admit or deny any claim made by someone else against you or make any agreement with them

We have the right to negotiate, settle or defend any such claim in your name and on your behalf. We can also use any legal right of recovery you have.

We are entitled to request

- an examination by a medical referee appointed by us for a non-fatal injury
- a post mortem examination in the event of death

3. Our right to recovery

If we are obliged by legislation to pay an amount for which we would not otherwise be liable, you must repay such amount to us.

4. Fraud

If you or anyone acting for you makes a claim under the Policy knowing the claim to be false or fraudulently inflated we will not pay the claim and all cover under the Policy will be forfeited.

5. Arbitration

If we admit liability for a claim but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator in Hong Kong. The arbitrator will be appointed jointly by you and us in accordance with the law at the time.



If a single arbitrator cannot be agreed upon, two arbitrators will be appointed, one by you and one by us. If the two arbitrators are unable to agree, they will appoint an umpire who will preside at their meetings.

You may not take legal action against us over the dispute before the arbitrator has reached a decision.

6. Other insurance(s)

If any accident, injury, loss or liability insured by this Policy is covered by any other insurance we will only pay our rateable proportion.

COVERAGE – LIABILITY TO DOMESTIC HELPERS

What is covered

Any amount that you become legally liable to pay under the legislation as damages for injury (including death or disease) to your domestic helper arising out of, and in the course of, his/her employment by you.

We will not pay more than the total amount shown in UEC01 in this section for Liability to domestic helpers, for any one event.

We will also, within the limit of liability, pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by us in writing.

UEC01 – ECI Limit of liability endorsement

Policy Limit of liability: **HKS100 million** any one event inclusive of all costs and expenses in pursuant to subsection 40(1) of the Employees' Compensation Ordinance

1. In respect of any one claim or a series of claims resulting from or arising out of one event, the Insurer's indemnity to the Insured under this Policy, including costs and expenses incurred with the Insurer's written consent, and irrespective of the number of persons or insureds claiming to be indemnified under this Policy, shall not in the aggregate exceed the amount specified above as the policy limit of liability.

The term "any one event" has the meaning assigned to it by the legislation.

2. At any time after the happening of any event giving rise to a claim or a series of claims under this Policy, the Insurer may pay to the Insured the policy limit of liability (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of the defence settlement or proceedings to the Insured and the Insurer shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any alleged action or omission of the Insurer in connection with such defence settlement or proceedings or of the Insurer relinquishing such conduct nor shall the Insurer be liable for any costs or expenses whatsoever incurred by the Insured or by any claimant or other person after the Insurer shall have relinquished such conduct.

3. Notwithstanding Condition (6) of this Policy, if at the time of any claim under this Policy there is any other insurance indemnifying any person or Insured or Insureds who are entitled to be indemnified under this Policy. This Policy is not to be called upon in contribution and, subject to the policy limit of liability, is only to pay any amount if and so far as not recoverable under other insurance.

4. Where this "UEC01 – ECI Limit of liability endorsement" is at variance with or inconsistent with anything contained in this Policy, this "UEC01 – ECI Limit of liability endorsement" shall prevail and take precedent.

5. ECTE - Employees' Compensation Insurance – Terrorism Endorsement

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

(A) The policy limit of indemnity shall be such amount which the Company actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorized to underwrite employees' compensation insurance business in Hong Kong a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and injury arising out of an event of terrorism ("the Facility Agreement");

(B) The Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and

(C) For the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Loss does fall within the exceptions or any other conditions leading to no payment for the Loss 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 organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

What is not covered

1. Liability accepted under an agreement unless the liability would have existed anyway.
2. Any sum which you would have been entitled to recover from any party but for an agreement between you and such party.
3. Any surcharge for which you may become liable under the Employees' Compensation Ordinance.
4. Liability arising directly or indirectly from any judgement which is not at first delivered by, or obtained from, a Court of competent jurisdiction in Hong Kong.
5. Liability arising directly or indirectly from a judgement or order obtained in Hong Kong for the enforcement of a judgement obtained elsewhere.
6. Liability arising directly or indirectly from Pneumoconiosis.

GENERAL EXCLUSIONS

(A) We will not pay for

1. Any accident, injury, disease, loss or liability occasioned by, or happening through, war, invasion act of foreign enemy hostilities or warlike operations (whether war is declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power.
2. Any loss, damage, or liability, occasioned by, or happening through, acts of terrorism committed by any person, or persons, acting on behalf of, or in connection with, any organization.
3. Any loss or damage to any property, or any loss or expense, or any consequential loss, or any legal liability, directly or indirectly caused by, or contributed to, or arising from



- i Nuclear weapons material
- ii ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- iii the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

HOW TO MAKE A CLAIM

You should

1. Check that the cause of the injury, accident or loss is covered. The Policy contains details of what is covered and what is not covered.
2. Follow the conditions on pages 1 and 2 of this Policy.
3. In connection with any injury, accident or loss which may give rise to a claim under the Policy it is most important that you
 - a tell us and provide full details in writing as soon as possible
 - b send us any writ, summons or other legal document
4. A Form 2 (obtainable from the Labour department) must be submitted to the Labour Department in accordance with the legislation. You should also send a copy to us.

We will

1. Where necessary, arrange for someone to call as soon as possible. This person will be one of our staff or an independent loss adjuster appointed by us.
2. In other cases let you know if we need any more information.

Important - Please follow these guidelines as they will assist us in processing your claim.
Please always state your Policy reference and/or claim number in all communications.

Should you have any query or need further advice please call us on 2597 9214 or 2523 3061.

Once your claim is registered with us, a personal Claim Handler will be appointed to assist you.

IMPORTANT NOTES

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of

- any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service;
- any claim or investigation or analysis of such claim; and
- exercising any right of subrogation

and may be transferred to

- any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claims or investigation; or other service provider providing services relevant to insurance business for any of the above or related purposes;
- any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation; and
- any members of the "Federation" by the "Federation" for any of the above or related purposes.

Moreover, AXA General Insurance Hong Kong Limited is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

You have the right obtain access to and to request correction of any personal information concerning yourself held by our Company. Requests for such access can be made to our Personal Data (Privacy) Ordinance Compliance Officer.

SPECIMEN

