



**ZURICH**

# inTrust Domestic Helper Insurance Plan

Please read this policy carefully upon receipt and promptly request for any necessary amendments.

This policy together with the enclosed *schedule* and any *relevant documents* subsequently issued should be read as if they are one document and form the contract between *you* and *us*, and no variations shall be admitted except those acknowledged in writing by *us*. The Zurich Domestic Helper Insurance Plan enrollment form and declaration which *you* completed and provided to *us*, either verbal (if recorded by *us* or by *our* appointed authorized agent) or written are the basis of entering into this contract.

We agree, in consideration of *your* payment of the premium and in reliance upon the statements, warranties or declarations *you* have made and subject to the terms and conditions of this policy and the attached *schedule*, we will insure the *domestic employee(s)* under those sections shown in the *schedule* during any *period of insurance* to pay the benefits defined to the *domestic employee* who sustain(ed) *injury* and/or *illness* and/or incurs charges within the scope of coverage provided hereinafter.

This policy is an annual policy which will be renewed subject to subsequent premium payments and *our* acceptance. *You* are required to settle the annual premium for the concurrent policy year.

Should *you* wish to change any information given on *your* enrollment form (regardless verbally or in written format), please inform *us* of the changes immediately as the changes may affect the *domestic employee's* insurance cover.

This policy is a legal document and should be kept in a safe place.

## PART 1 - DEFINITIONS

Certain words in this policy have specific meanings. These meanings are given below. To help *you* identify these words in this policy, we have printed them in italics throughout this policy. Words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.

### **Accident/Accidental**

A sudden and unforeseen event that happens unexpectedly and causes *injury* to the *domestic employee* during the *period of insurance*.

### **Cancer**

The diagnosis of a malignant tumour characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. The cancer must be confirmed by histological evidence of malignancy by a qualified oncologist or pathologist.

The following are excluded:

- "carcinoma in situ", cervical dysplasia, cervix cancer CIN-1, CIN-2 and CIN-3, and all pre-malignant conditions or non-invasive cancers;
- early prostate cancer TNM classification T1 (including T1a and T1b) or equivalent classification;
- melanomas of the skin of Stage 1A ( $\leq 1\text{mm}$ , level II or III, no ulceration), according to the new AJCC classification of 2002;
- hyperkeratoses, basal cell and squamous skin cancers; and
- all tumours in the presence of HIV infection.

### **Chiropractor**

A registered chiropractor other than *you*, the *domestic employee* or *immediate family member*, legally registered under the Chiropractors Registration Ordinance (Chapter 428, Laws of *Hong Kong*).

### **Civil War**

An internecine war or a war carried on between or among opposing citizens of the same country or nation.

### **Computer Virus**

A set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus

includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

### **Confine or Confinement**

The *domestic employee* is admitted to a *hospital* as a result of *illness* or *injury* with *medical necessity* for a minimum period of six hours upon the recommendation of a *medical practitioner* and continuously stays in the *hospital* prior to his/her discharge from the *hospital*. *Hospital* confinement will be evidenced by a daily room and board charge by the *hospital*.

### **Cyber Act**

Any unauthorized, malicious or criminal acts, regardless of time and place, involving access to, processing, use or operation of any computer system, computer software programme, malicious code, *computer virus* or process or any other electronic system.

### **Day Patient**

A patient who is admitted to a day patient unit of a *hospital* for the purpose of undergoing a surgical procedure, but does not require an overnight stay.

### **Domestic Employee**

The *domestic employee* named in the *schedule* who is legally employed by *you* and covered by this policy.

### **Family Member**

*Your* child who is aged at five years or below, *your* or *your* spouse's parent or grandparent who is aged at 65 years or above, and is living with *you* under the same roof.

### **Hong Kong**

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

### **Hospital**

An institution which

- (i) is licensed in accordance with the applicable laws of the jurisdiction in which it is located;
  - (ii) is primarily engaged in providing, for compensation from its patients, diagnostic, medical and surgical facilities for the care and treatment of injured or sick person,
  - (iii) has staff of one or more *medical practitioner* available at all times,
  - (iv) has 24 hour-a-day nursing service by registered graduate nurses under the permanent supervision of the *medical practitioner* in charge,
  - (v) maintains well-equipped inpatient facilities, and
  - (vi) maintains a daily medical record for each of its patients.
- Hospital does not include any institution which is primarily a clinic, a nature care clinic, a health hydro, a rest or convalescent facility, a place for custodial care, a facility for the elderly or alcoholics or drug addicts or for treatment of mental disorders, or a nursing home, or similar establishment.

### **Illness**

Sickness or disease of the *domestic employee* contracted and commencing after the beginning of the *period of insurance* and which results in a loss covered by this policy.

### **Immediate Family Member**

*Your* or the *domestic employee's* spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister or grandchild.

### **Injury**

Bodily injury sustained in an *accident* directly and independently of all other causes.

### **List of Network Doctors**

The list that contains particulars of the *network doctors* in either print or digital format as published by *us* and amended from time to time.

### **Loss of Limb**

Loss by physical separation at or above the wrist or ankle joint.

### **Loss of Sight**

The entire and permanent irrecoverable loss of sight.

### **Loss of Use**

*Permanent* total functional disablement or complete and *permanent* physical separation at the limb or organ.

### **Medical Card**

The medical card issued by *us* to *you* for use by the *domestic employee* in payment of the *domestic employee's* medical expenses charged by the *network doctor* which are payable by *us* as specified in the table of benefits.

### **Medical Practitioner**

A person other than *you* or the *domestic employee* or *immediate family member*, qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

### **Medically Necessary/Medical Necessity**

The necessity to have a medical service which is

- (i) consistent with the diagnosis and is the customary medical treatment for the condition;
- (ii) in accordance with standards of good and prudent medical practice;
- (iii) not furnished primarily for the convenience of *medical practitioner* or any other medical service providers;
- (iv) furnished at the most appropriate level sufficient to safely and adequately treat the *domestic employee's* disability and are performed in the least costly setting required for treatment of a covered disability; and
- (v) not rendered primarily for diagnostic tests, diagnostic scanning purpose, imaging examination, laboratory test or physiotherapy in the event of a *confinement*.

### **Network Doctor**

The *medical practitioner*, *specialist*, *physiotherapist*, *chiropractor* or *traditional Chinese practitioner* who has a contract with a medical service provider appointed by *us* and listed in the *list of network doctors*. The participation status of the *network doctor* will change from time to time without prior notice.

### **Ordinance**

Means the Employees' Compensation Ordinance (Chapter 282 of the Laws of *Hong Kong*).

### **Outpatient**

A *domestic employee* who receives medical services and medicines in connection with treatment for a covered *illness* or *injury* given in the clinic or office of a *medical practitioner*, a *specialist*, a *chiropractor*, a *physiotherapist* or a *traditional Chinese practitioner*, outpatient department or emergency treatment room of a *hospital*.

### **Period of Insurance**

The period of time as stated in the *schedule* during which this policy is effective and we have accepted *your* premium.

### **Permanent**

Lasting not less than 12 consecutive months from the date of an *accident* and at the expiry of that period being beyond hope of improvement.

### **Physiotherapist**

A registered physiotherapist other than *you*, the *domestic employee* or *immediate family member*, legally registered under the Supplementary Medical Professions Ordinance (Chapter 359, Laws of *Hong Kong*).

### **Pre-existing Conditions**

Any *injury*, *illness* or condition and/or directly related conditions for which the *domestic employee* showed symptoms or has received medical consultation, diagnosis, treatment or advice by a *medical practitioner* or took prescribed drugs or medicine for a period of time during which the *domestic employee* was aware of or could reasonably be expected to be aware of prior to the coverage effective date of the *domestic employee*, unless such conditions have been fully disclosed on the enrollment form and accepted by *us* in writing and the policy document does not expressly exclude treatment relating to such pre-existing condition.

### **Reasonable and Customary Charges**

In relation to a fee, a charge or an expense, means any fee or expense which:

- (i) is charged for treatment, supplies or medical services that are *medically necessary* and in accordance with standards of good medical practice for the care of an injured or ill person under the care, supervision or order of a *medical practitioner*;
- (ii) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (iii) does not include charges that would not have been made if no insurance existed.

We reserve the right to determine whether any particular *hospital/medical charge* is a reasonable and customary charge with reference including but not limited to any relevant publication or information made available, such as schedule of fees, by the government, relevant authorities and recognized medical association in the locality. We also reserve the right to adjust any or all benefits payable in relation to any *hospital/medical charges* which is not a reasonable and customary charge based on the above mentioned reference.

### **Relevant Documents**

Relevant documents include *schedule*, enrollment form, declaration, riders, endorsements, attachments and amendments (regardless verbally or in written format).

### **Schedule**

The schedule attached to and incorporated in this policy.

### **Specialist**

A registered *medical practitioner* other than *you*, the *domestic employee* or *immediate family member*, legally registered with the Specialist Register of the Medical Council of *Hong Kong*.

### **Total Disablement**

When as the result of *injury* and commencing within 12 consecutive months from the date of an *accident* the *domestic employee* is totally and *permanently* disabled and prevented from engaging in the duties of a domestic helper.

### **Traditional Chinese Practitioner**

A Chinese medicine practitioner registered with the Chinese Medicine Council of *Hong Kong* according to the Chinese Medicine Ordinance, Chapter 549 of the Laws of *Hong Kong* and is legally qualified to practise Chinese medicine including bone-setting in *Hong Kong* other than *you*, the *domestic employee*, or *immediate family member*.

### **Waiting Period**

For Section 6(a) – *Outpatient* medical expenses (non-network benefit), Section 6(b) – Hospitalization Expenses and Section 7 – Dental Expenses of Part 2 – Benefits, waiting period refers to 15 days from the coverage effective date of the *domestic employee*. During such period, no benefit will be payable for any cause, other than in respect of an *accident*.

For Section 6(a) - *Outpatient* medical expenses (network benefit), waiting period refers to 15 days from the coverage effective date of the *domestic employee*. During such period, no benefit will be payable for any cause.

For Optional benefit under Section 11 of Part 2 – Benefits, any heart disease or *cancer* of which, the signs or symptoms first occurred within ninety (90) days from the coverage effective date of the *domestic employee*. During such waiting period, no benefit will be payable for any cause.

### **War**

A contest by force between two or more nations, carried on for any purpose; or an armed conflict of sovereign powers, in either case whether such contest or armed conflict is declared or undeclared and open hostilities; or the state of nations among whom there is (i) an interruption of pacific relations and (ii) a general contention by force, both authorized by the respective sovereigns of such nations.

### **We, Us, Our**

Zurich Insurance Company Ltd.

### **You or Your**

The person shown in the *schedule* as "The Insured" who is the applicant and/or the policyholder of this policy.

## PART 2 – BENEFITS

Plans and sections contained hereunder are only applicable if it is shown as being operative in the *schedule*.

**Table of benefits**

Section	Coverage	Maximum benefits	
		Employees' Compensation Insurance Plan	Domestic Helper Insurance Plan
1	Employer's liability	HKD 100,000,000 per event	HKD 100,000,000 per event
2	Replacement expenses	Not applicable	HKD 5,000 per policy year
3	Service interruption cover	Not applicable	HKD 200 per day (maximum 30 days per policy year)
4	Fidelity protection	Not applicable	HKD 10,000 per policy year
5	Medical expenses for <i>family member</i>	Not applicable	HKD 5,000 per policy year
6	Medical expense for <i>domestic employee</i>		
	a. <i>Outpatient</i> medical expenses	Not applicable	Non-network benefit      Network benefit
	Annual limit/Maximum number of visit per policy year	Not applicable	HKD 3,000 per policy year      20 visits per policy year
	Maximum number of visit per day	Not applicable	one visit per day
	(i) General Practitioner	Not applicable	HKD 200 per visit      HKD 0 co-payment per visit
	(ii) <i>Specialist</i> or <i>Chiropractor</i>	Not applicable	HKD 200 per visit      HKD 250 co-payment per visit
	(iii) <i>Physiotherapist</i> or <i>traditional Chinese practitioner</i> including bone-setting	Not applicable	HKD 100 per visit, up to HKD 500 per policy year      HKD 100 co-payment per visit
	b. Hospitalization Expenses	Not applicable	HKD 80,000 per policy year
	(i) Room and board charges	Not applicable	HKD 300 per day
	(ii) Each <i>hospital confinement</i> or <i>day patient/ outpatient surgery</i>	Not applicable	HKD 15,000
7	Dental expenses	Not applicable	HKD 2,000 per policy year
8	Personal <i>accident</i>	Not applicable	HKD 100,000
9	Repatriation cost	Not applicable	HKD 10,000 per policy year
10	<i>Domestic employee's liability</i>	Not applicable	HKD 100,000 per event
11	Optional benefit – heart disease and cancer cover	Not applicable	Classic Plan: HKD 50,000 per policy year Deluxe Plan: HKD 100,000 per policy year
	a. <i>Outpatient</i> expenses and hospitalization	Not applicable	Same as the sub-limit of Section 6a and 6b
	b. Other medical treatments	Not applicable	1,000 per treatment

### Section 1 – Employer's Liability

If the *domestic employee* in your immediate employ shall sustain *injury* or death by *accident* occurring or *disease* contracted during the *period of insurance* and arising out of and in the course of his employment by you. We will, subject to maximum benefits as stated in the table of benefits, indemnify you against the legal liability in respect of such *injury* or *disease* under the *ordinance* and independently of the *ordinance* to pay compensation and damages and claimant's costs and expenses and also indemnify you against costs and expenses incurred by or on behalf of you with our written consent in connection therewith.

Provided that in the event of any change to the *ordinance* during or subsequent to the *period of insurance* altering the legal liability of you under the *ordinance*, the liability of us under this policy shall be limited to such sums as the we would have been liable to pay if the *ordinance* had remained unaltered.

In the event of your death, we will indemnify your legal personal representatives in respect of liability incurred by you provided that such legal personal representatives shall as though they were you observe fulfill and be subject to the terms of this policy in as far as they can apply, given that written notice shall be given to us within 30 days from your death.

#### Special definition to Section 1

"Disease" means a disease contracted by your *domestic employee* as a result of his/her exposure to the nature of his/her employment with you. Such exposure may extend over a period of time and part of which period may fall outside the *period of insurance* under this policy.

#### Exclusions applicable to Section 1

This section does not cover:

- any liability assumed under a contract or agreement;
- any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness ("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). "Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the Laws of Hong Kong);

- any liability resulting from existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos;
- 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*;
- any *injury* by *accident* or *disease* where we have not been given sufficient notice of the institution of proceedings in a court or tribunal to enable us to be added as a party to the proceedings;
- any *injury* or death by *accident* or *disease* sustained outside Hong Kong, unless covered under the *ordinance*.

### Section 2 – Replacement Expenses

We will pay the necessary, reasonable and irrecoverable administrative expenses (except salary) actually incurred by you to employ a replacement domestic helper due to the following events:

- Replacement due to resignation of the domestic employee**  
In the event of the existing *domestic employee's* sudden resignation within three months after the employment contract commences and result in termination of the employment contract, provided that the resignation letter from the *domestic employee* is obtained and submitted to us. For the avoidance of doubt, no benefit should be payable if the *domestic employee* resigns within three months after commencement of the renewal employment contract.
- Replacement due to missing of the domestic employee**  
In the event of the existing *domestic employee's* sudden leave without any prior notice to you. The incident must be reported to the Hong Kong police and a missing person report is obtained and submitted to us.
- Replacement due to fraud or dishonest acts committed by the domestic employee**  
In the event of termination of the employment contract of the existing *domestic employee* due to fraud or dishonest acts committed by the *domestic employee*, which causes *injury* to you or the *family member*, or your financial losses, and provided that such fraud or dishonest act must be:
  - committed during the *period of insurance*;

2. discovered during the *period of insurance* or within 15 days after the expiration of the *period of insurance* or within 15 days after the death, dismissal or expiry of the employment contract of *your domestic employee*; and
3. reported to the police within 24 hours upon discovery and a police report is obtained and submitted to *us*.

**(d) Replacement due to intentional malicious act or negligence of the domestic employee**

In the event of termination of the employment contract of the existing *domestic employee* if *you* or *your family member* sustains *injury* caused by intentional malicious act or negligence of *your domestic employee*, provided that the incident must be reported to the *Hong Kong* police and an *injury* assessment report certified by *hospital* are both obtained and submitted to *us*.

**(e) Replacement due to repatriation of the domestic employee**

In the event of the existing *domestic employee* is repatriated back to his/her country of domicile and a valid claim is payable under Section 9 - Repatriation Cost of this policy.

In no event shall the aggregate amount payable under this Section 2 for any one policy year exceed the maximum benefit as stated in the table of benefits.

### Section 3 – Service Interruption Cover

We will pay *you* a daily allowance in accordance with the table of benefits due to the following events:

- (a) *your domestic employee* is *confined* in a *hospital* in *Hong Kong* as an in-patient for treatment or surgery for more than three consecutive days (*we* will not pay any benefit for the first three days of *hospital confinement*); or
- (b) *your domestic employee* suffers from *cancer* or heart disease and has to take medical leave for more than five consecutive days, provided that a medical report and medical leave certificate issued by *medical practitioner* are obtained and submitted to *us* (*we* will not pay any benefit for the first five days of medical leave).

### Section 4 – Fidelity Protection

We will pay *your* financial loss resulting from fraud or dishonest act committed by *your domestic employee*, provided that such fraud or dishonest act must be:

1. committed during the *period of insurance*;
2. discovered during the *period of insurance* or within 15 days after the expiration of the *period of insurance* or within 15 days after the death, dismissal or expiry of employment contract of *your domestic employee*; and
3. reported to the police within 24 hours upon discovery and a police report is obtained and submitted to *us*.

*You* must provide the proof of *your* financial loss to *us* at *your* own cost, and any outstanding salary or payment due by *you* to *your domestic employee* shall be deducted from any amount payable under this section.

In no event shall the aggregate amount payable under this Section 4 for any one policy year exceed the maximum benefit as stated in the table of benefits.

### Section 5 – Medical Expenses for Family Member

We will pay *you* the medical expenses incurred if *your family member* who sustains *injury* caused by intentional malicious act of *your domestic employee*, provided that the incident must be reported to the *Hong Kong* police and a medical report is obtained and submitted to *us*.

### Section 6 – Medical Expenses for Domestic Employee

**(a) Outpatient Medical Expenses**

If during the *period of insurance*, *your domestic employee* necessarily requires medical treatment due to *injury* or *illness* on *outpatient* basis, the benefits described below are payable subject to the "Annual limit/ Maximum number of visit per year" and the sub-limits for the services (i) – (iii) below as stated in the table of benefits on "Non-network benefit" or "Network Benefit", as the case may be.

**(i) General Practitioner**

This benefit shall be payable when:

- (a) *your domestic employee* is treated by a *medical practitioner* on an *outpatient* basis at the *medical practitioner's* clinic, and incurs medical expenses which include both consultation fee and up to three days *medically necessary* western medication prescribed by such practitioner and obtained at his clinic; or
- (b) *your domestic employee* is treated by a *medical practitioner* listed in the *list of network doctors* through virtual consultation by using the application program provided by the service provider appointed by *us*, and incurs medical expenses which include both consultation fee and up to three days *medically necessary* western medication prescribed by such

practitioner. The medicine delivery fee charged by the service provider will not be covered under this benefit.

**(ii) Specialist or Chiropractor**

This benefit shall be payable when:

- (a) *your domestic employee* is treated by a *specialist* on an *outpatient* basis at the *specialist's* clinic and incurs medical expenses which include both consultation fee and up to three days *medically necessary* western medication prescribed by such practitioner and obtained at his clinic, provided that the visit to the *specialist* is made with a written referral letter from a *medical practitioner*; or
- (b) *your domestic employee* is treated by a *chiropractor* on an *outpatient* basis at the *chiropractor's* clinic and incurs medical expenses for chiropractic treatment provided that the visit to the *chiropractor* is made with a written referral letter from a *medical practitioner*.

**(iii) Physiotherapist or Traditional Chinese Practitioner including bone-setting**

This benefit shall be payable when:

- (a) *your domestic employee* is treated by a *physiotherapist*, on an *outpatient* basis at the *physiotherapist's* clinic and incurs medical expenses for physiotherapy, provided that the visit to the *physiotherapist* is made with a written referral letter from a *medical practitioner*;
- (b) *your domestic employee* is treated by a *traditional Chinese practitioner* on an *outpatient* basis at the *traditional Chinese practitioner's* clinic and incurs medical expenses which include consultation fee and charges for up to three days *medically necessary* herbal Chinese medicines prescribed by such practitioner and obtained at his clinic; or
- (c) *your domestic employee* is treated by a *traditional Chinese practitioner* for bone setting treatment on an *outpatient* basis at the *traditional Chinese practitioner's* clinic and incurs *medically necessary* expenses for bone setting.

In the event that all or part of such expenses is recoverable from any other source, *we* will only be liable for the excess of the amount recoverable from such other source subject to the maximum benefits as stated in the table of benefits.

### Special Conditions for Network Benefit:

1. Network benefit shall be payable provided that the *domestic employee* shall comply with all of the following applicable requirements:
  - (a) The *outpatient* medical treatment must be performed by a *network doctor* and carried out at their clinics during clinical hours.
  - (b) *You* or the *domestic employee* must make an appointment with the *network doctor* in advance (for details please refer to the *list of network doctors*).
  - (c) The medical expenses must be settled by the *medical card*. The *medical card* and *Hong Kong* identity card of the *domestic employee* must be presented at the *network doctor's* clinic upon registration.
  - (d) *You* or the *domestic employee* is required to make co-payment to the *network doctor* at the time the service is rendered if it is applicable.

If any of the applicable requirements listed above is not fulfilled, the *domestic employee* will not be entitled to network benefit and all eligible medical expenses will be paid up to the maximum limits under non-network benefit, if any.

2. We do not guarantee provision of services by a particular *network doctor* on the *list of network doctors*. Information listed in the *list of network doctors* may change from time to time without prior notice.
3. We shall not be held responsible or liable for any medical decision and prescription made by any *network doctor*.
4. We reserve the right to recover from *you* any medical expenses or services that shall not be payable by *us* in accordance with the special conditions above and the exclusions applicable to Section 6.

**(b) Hospitalization Expenses**

If the *domestic employee* is *confined* in a *hospital* on the recommendation of an attending *medical practitioner* due to *injury* or *illness* occurring during the *period of insurance* which is *medically necessary*, upon receipt of proof acceptable to *us* and subject to the terms and conditions of this policy, *we* will pay the *reasonable and customary charges* for such *confinement* up to the sub-limit of each *hospital confinement* and Room and Board charges as stated in table of benefits.

### Extension to day patient/outpatient surgery

This is an extension of the cover under Sections 6(b). *We* will pay the actual *reasonable and customary charges* for the surgical operation which is actually undertaken on *outpatient* or *day patient* basis by a



medical practitioner, subject to the sub-limit of each day patient/outpatient surgery as stated in the table of benefits.

In no event shall the aggregate amount payable under this Section 6(b) for any one policy year exceed the maximum benefit as stated in the table of benefits.

#### Exclusions applicable to Section 6

This section does not cover:

1. the first HKD 300 per each and every loss arising from *injury* or *illness* under Section 6(b);
2. any treatment or expenses incurred within the *waiting period*;
3. medical treatment and/or surgery for *cancer* or heart disease;
4. cosmetic surgery or plastic surgery for purposes of beautification except as necessitated by an *accident*; elective treatment; treatment for the purpose of weight reduction or gain regardless of the existence of morbid or comorbid conditions;
5. any dental surgery of any nature whatsoever;
6. *hospital confinement* for the purpose of convalescence, custodial, rest care, palliative care, sanitarium care or rehabilitation; or medical expenses incurred not in accordance with the diagnosis and treatment of the condition for which the *confinement* is required;
7. acquisition of the organ to be used for organ transplantation and all expenses incurred by the donor, who is someone other than the *domestic employee*, including all costs related to organ donation as the donor;
8. vaccination or inoculations, general check-up, screening and preventive care; expenses relating to sleep test for sleep apnoea; routine eye test, refractive errors of the eyes or their corrective measures;
9. procurement or use of appliances, equipment, including but not limited to hearing aids, brace, crutch, spectacle or any other similar kind;
10. any claims or loss and expenses incurred outside *Hong Kong*;
11. Psychiatric, mood disorder, mental diseases, behavioral disorders;
12. Congenital, developmental or hereditary conditions or diseases;
13. Supplement, appetite stimulants, anti-depressants, any treatment or medication for weight control, medication on request (e.g. travelling medicine), over-the-counter drugs (e.g. shampoo, lotion) and lubricant (e.g. artificial tears);
14. Acupuncture, pilates, shockwave including those performed by *physiotherapist* or *traditional Chinese practitioner*;
15. Tui Na, cupping, massage therapy including those performed by *traditional Chinese practitioner*.

#### Section 7 – Dental Expenses

If during the *period of insurance*, your *domestic employee* necessarily requires dental treatment in a legally registered dental clinic, we will pay two thirds (2/3) of the actual dental expense incurred. The following treatments are excluded in this Section:

1. oral examination
2. scaling, polishing or cleaning
3. crowning and root canal treatment
4. orthodontic treatment of any kind
5. denture and prosthetic services such as bridges and crowns and braces

In no event shall the aggregate amount payable under this Section 7 for any one policy year exceed the maximum benefit as stated in the table of benefits.

#### Exclusions applicable to Section 7

This section does not cover:

1. any treatment or expenses incurred within the *waiting period*;
2. any loss and expenses incurred outside *Hong Kong*.

#### Section 8 – Personal Accident

If during the *period of insurance*, your *domestic employee* sustains *injury* as a result of an *accident* during rest day in *Hong Kong* and shall within 12 consecutive months result in death or disablement as defined under one of the Events in the Compensation Table, we shall pay the maximum benefits as stated in the table of benefits.

#### Compensation Table

Events
1 Death
2 Permanent total disablement
3 Permanent total loss of sight of one or both eyes
4 Loss of or the permanent total loss of use of one limb or two limbs

#### Compensation conditions

1. If a limb or organ which had been partially disabled prior to an *injury* becomes totally disabled as a result of such *injury*, the percentage of maximum benefits payable shall be determined by us having regard to the extent of disablement caused by the *injury*. The *domestic employee* shall not be entitled to any benefit under this Section in respect of the loss of a limb or organ which was totally disabled prior to the *injury*.
2. Benefit shall not be payable for more than one of the Events 1 to 4 in respect of the same *accident*. Should more than one of the Events sustain from the same *accident*, our liability under this section is limited to pay for one event only, subject to the maximum benefit as stated in the table of benefits.
3. In the event that 100% of the maximum benefits is paid under this section to the *domestic employee*, this Section shall then immediately cease to be in force with regard to the *domestic employee*.

#### Exclusions applicable to Section 8:

This section does not cover any loss caused by an *injury* which is a consequence of any kind of disease and/or *illness*.

#### Section 9 – Repatriation Cost

We will pay:

1. the cost of transportation as a result of repatriation of your *domestic employee* to his/ her country of domicile up to the maximum benefit as stated in the table of benefits if your *domestic employee* is certified by a *medical practitioner* in *Hong Kong* as medically unfit to continue his/her employment contract. Transportation cost includes one economy class one-way travel fare on scheduled airline and the cost of ambulance transfer to and from the airport; or
2. the cost of post-mortem examination and/or the cost of transportation of the *domestic employee's* mortal remains from *Hong Kong* to the airport which is nearest to the place of burial in your *domestic employee's* country of domicile in the event of his/ her death up to the maximum benefit as stated in the table of benefits.

#### Section 10 – Domestic Employee's Liability

We will, in respect of any one claim or series of claims arising out of one event, and in aggregate, indemnify you/*domestic employee* against all sums for which you/*domestic employee* may be legally liable for in respect of *accidental* bodily *injury* (whether fatal or not) and/or *accidental* damage to property up to the maximum benefit as stated in the table of benefits, where such liability arises from the negligence of the *domestic employee* in the course of and whilst performing his/her duties pursuant to his/her employment with you, within the territory of *Hong Kong* during the *period of insurance*. Such incident must be reported to the police immediately upon occurrence of the event and a police report must be obtained and submitted to us.

In the event that all or part of such expenses is recoverable from any other source, we will only be liable for the excess of the amount recoverable from such other source.

#### Exclusions applicable to Section 10:

We shall not be liable in respect of any of the following:

1. bodily *injury* to any person who is an *immediate family member* or a household member who is living together with you or *domestic employee* at the same residential address;
2. damage to property belonging to you or *immediate family member* or a household member who is living together with you or *domestic employee* at the same residential address or *domestic employee's* own property;
3. any liability of the *domestic employee* or you which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
4. bodily *injury* to any person or damage to property arising from the willful act, malicious act or intentional vandalism by the *domestic employee*.

#### Section 11 – Optional Benefit – Heart Disease and Cancer Cover

This benefit is only applicable if it is shown as being operative in the *schedule*. If this benefit is being operative in the *schedule*, exclusion no. 3 under Section 6 – Medical Expenses is deemed to be deleted from the policy.

This optional benefit will provide supplementary cover to Section 6 – Medical Expenses (except Extension to day patient/outpatient surgery of Section 6(b)) under this policy. If your *domestic employee* suffers from heart disease or *cancer* during the *period of insurance*, the outpatient medical expenses and hospitalization expenses incurred shall be covered under Section 6(a) – Outpatient Medical Expenses (Non-

Network Benefit) and Section 6(b) – Hospitalization Expenses respectively. In the event that the actual amount paid under Section 6(a) *Outpatient* Medical Expenses (Non-Network Benefit) or Section 6(b) – Hospitalization Expenses in any one (1) policy year exceeded the maximum benefits stated in the table of benefits, we will pay the *outpatient* and hospitalization medical expenses incurred for heart disease or *cancer* under this optional benefit, subject to the same sub-limits and conditions set forth in the above Section 6(a) *Outpatient* Medical Expenses (Non-Network Benefit) and Section 6(b) – Hospitalization Expenses and up to the maximum benefits stated in the *schedule* under this optional benefit.

For medical treatment not classified as *outpatient* or hospitalization, medical expenses is payable up to the maximum benefit of other medical treatments as stated in the table of benefits.

In no event shall the aggregate amount payable under this optional benefit for any one policy year exceed the maximum benefit as stated in the *schedule*.

#### Special conditions for Section 11

The following documents are required upon submission of claims:

1. a detailed medical report certified by *medical practitioner* on the diagnosis; and
2. the pre-employment medical check-up report of *your domestic employee*.

#### Exclusions applicable to Section 11

This section does not cover:

1. the first HKD 300 per each and every loss arising from *illness* under Section 11;
2. any treatment or expenses incurred within the *waiting period*;
3. cosmetic surgery or plastic surgery for purposes of beautification except as necessitated by an *accident*; elective treatment; treatment for the purpose of weight reduction or gain regardless of the existence of morbid or comorbid conditions;
4. any dental surgery of any nature whatsoever;
5. *hospital confinement* for the purpose of convalescence, custodial, rest care, palliative care, sanatoria care or rehabilitation; or medical expenses incurred not in accordance with the diagnosis and treatment of the condition for which the *confinement* is required;
6. acquisition of the organ to be used for organ transplantation and all expenses incurred by the donor, who is someone other than the *domestic employee*, including all costs related to organ donation as the donor;
7. vaccination or inoculations, general check-up, screening and preventive care; expenses relating to sleep test for sleep apnoea; routine eye test, refractive errors of the eyes or their corrective measures;
8. procurement or use of appliances, equipment, including but not limited to hearing aids, brace, crutch, spectacle or any other similar kind;
9. any claims or loss and expenses incurred outside *Hong Kong*.

### PART 3 – GENERAL EXCLUSIONS

This policy does not cover any loss or liability directly or indirectly arising as a result of or in connection with:

1. any *pre-existing condition* and congenital abnormalities;
2. *war*, invasion, act of foreign enemy, hostilities (whether *war* has been declared or not), *civil war*, rebellion, revolution, insurrection, military or usurped power, direct participation in strike, riot or civil commotion or any kinds of participation in any act of terrorism;
3. suicide, attempted suicide, intentional self-injury, insanity or any functional disorder or psychiatric condition of the mind, including but not limited to psychoses, neuroses, depression of any kind, anorexia nervosa, bulimia, gender reassignment, schizophrenia and other behavioral disorders;
4. any condition under the influence of alcohol or drug (other than those prescribe by a qualified *medical practitioner*), alcoholism, drug addiction or solvent abuse;
5. any condition resulting from childbirth, miscarriage, abortion, pregnancy, including but not limited to pregnancy test, pre-natal care as well as post-natal care and other complications arising from pregnancy, contraceptive or contraceptive devices, infertility or any other method of inducing pregnancy, sterilization of either sex; venereal diseases;
6. any injury or illness known by *you* or *your domestic employee* which exists at the time of proposal or for which an operation is pending or treatment is being given at the commencement of this insurance;
7. HIV (Human Immunodeficiency Virus) and/or HIV-related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or

any mutant derivative or variations thereof however caused or however named;

8. participation in any illegal activity, including but not limited to robbery, drug abuse or assault;
9. air travel except as a fare-paying passenger in a properly licensed aircraft operated by a licensed commercial air carrier; riding or driving in any kind of motor racing, or engaging in a sport in a professional capacity or where the *domestic employee* would or could earn income or remuneration from engaging in such sport, trekking at an altitude greater than 5,000 meters above sea level or diving to a depth greater than 40 meters below sea level;
10. any disabilities (except for Section 3 - Service Interruption Cover and Section 8 - Personal *Accident*) for which compensation is payable under any law, regulation or for which benefits are payable under any other insurance policies underwritten by any other insurer(s) except to the extent that such claim is not fully reimbursed under or pursuant to such law, regulation or other policies;
11. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or from any nuclear weapons material; and/or
12. any *cyber act* that results in any *accident, illness* and/or *injury*.

### PART 4 – GENERAL CONDITIONS

#### 1. Entire Contract

This policy including *relevant documents* will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by *our* officer and evidenced by endorsement of amendment. For avoidance of doubt, the *relevant documents* will form part of the renewed policy contract and information contained are deemed to remain true and valid as at the time of renewal unless otherwise instructed by *you*.

#### 2. Age Limit and Eligibility

Unless specifically mentioned to the contrary, the insurance afforded under this policy shall only apply to the *domestic employee* who is aged between 18 and 60 years and renewal is allowed up to the age of 65.

#### 3. Status Change

*You* must take full responsibility to inform *us* forthwith of any change in respect of the information provided in the enrollment form for this policy (regardless verbally or in written format) or upon renewal, otherwise *we* reserve the right to refuse or invalidate all claims under this policy.

#### 4. Notice of Claim

Written notice must be given to *us* within 30 days upon the occurrence of any event likely to give rise to a claim under this policy. In the event of *accidental* death, immediate notice thereof must be given to *us*.

All other certificates, information and evidences required by *us* shall be furnished at *your* or *your* personal representative' expenses and shall be in such form and of such nature as *we* may prescribe. If *you* do not comply with this condition, *we* shall have the sole discretion to decide not to pay any benefits under this policy.

#### 5. Proof of Loss

Written proof of loss must be furnished to *us* within 30 days from *our* receipt of a fully completed claim form supplied by *us*. Failure to furnish such proof within the prescribed time shall not invalidate any claims if it was not reasonably practicable to give proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than 180 days from the time such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as *we* may reasonably require shall be furnished to *us* at *your* own costs.

#### 6. Claims Admittance

In no case shall *we* be liable in respect of any claim after the expiry of 12 months from the occurrence of the *injury* giving rise to a claim, unless the claim has been admitted or is the subject of a pending legal action or arbitration.

#### 7. Medical Examination

*We* shall be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by *us* if *we* deem necessary and in the event of death of the *domestic employee* to have a post-mortem examination at *our* expense. The result of such

examinations shall be *our* property.

#### 8. Payment of Claims

All claim payment under this policy is payable to *you* upon receipt of due proof.

#### 9. Misrepresentation, Non-disclosure or fraud

We have the right to declare this policy void as from the policy effective date and notify *you* that no cover shall be provided for *you* or the *domestic employee* in case of any of the following events:

- (a) any material fact relating to the *domestic employee* which may impact the risk assessment by *us* is incorrectly stated in or omitted from the enrolment form or any statement or declaration made for or by the *domestic employee* in the enrolment or in any subsequent information or document submitted to *us* for the purpose of the application, including any updates of and changes to such information, failure to disclose *pre-existing conditions* or failure to act in utmost good faith. The circumstances that a fact shall be considered "material" include, but are not limited to, the situation where the disclosure of such fact would have affected *our* underwriting decision, such that *we* would have imposed premium loading, added exclusion(s), rejected the application or considered it as a pending application.
- (b) any enrolment form or claim submitted is fraudulent or where a fraudulent representation is made.

In the event of (a):

- (i) *we* shall refund the applicable premiums and insurance levy received after offsetting against all past claim payments and necessary expenses incurred by *us* including, but not limited to *our* reasonable administration charge and any service fees incurred in relation to this policy.
- (ii) if the total amount of the above offsetting items exceeds the applicable premiums received by *us*, *you* must repay such excess to *us* within 14 days from the date *we* issue a notice to *you* requiring such payment.

In the event of (b), *we* shall have the right:

- (i) not to refund the applicable premiums paid; and
- (ii) to demand that all past claim payments previously paid to *you* be repaid to *us* within 14 days from the date *we* issue a notice to *you* requiring such payment.

#### 10. Misstatement of Age or Sex

Without prejudice to *our* right to declare this policy void under Clause 9 - Misrepresentation, Non-disclosure or Fraud of this Part, if the *domestic employee's* age or sex has been misstated, the premium difference would be returned or charged according to the correct age or sex. In the event that the *domestic employee's* age has been misstated and if, according to the correct age, the coverage provided by this policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, then *our* liability during the period that the *domestic employee* is not eligible for coverage shall be limited to the refund of all premiums paid for the period covered by this policy after offsetting against all past claim payments and necessary expenses incurred by *us* (if any).

#### 11. Premium Charge

This policy is an annual policy. The effect of the policy is subject to the settlement of the full premium for the entire policy year. *We* reserve the right to revise or adjust the premium in accordance with *our* applicable premium rate at the time of policy renewal by giving 30 days' prior written notice to *you*.

#### 12. Grace Period

*We* will allow *you* 31 days for the payment of each premium after the first premium. During this period *we* will keep this policy in force. If after this period the premium remains unpaid, this policy will be deemed to have lapsed from the date that the unpaid premium was due.

#### 13. Reinstatement of Policy

If *we* terminate this policy due to non-payment of premium, *we* may allow this policy to be reinstated if *you* provide *us* with a satisfactory written application for reinstatement including proof of insurability and subject to *our* approval. Benefits will not, however, be payable for any event likely to give rise to a claim under this policy which occurs while this policy has lapsed. Any *pre-existing conditions* shall include all such conditions existing prior to the reinstatement date.

#### 14. Cancellation

- (a) *We* have the right to cancel this policy or any section or part of it by giving 30 days' advance notice in writing by registered post to *your* last known address. Under no circumstances *we* will be obligated to reveal *our* reasons for

cancellation. Whenever this policy is cancelled, pro-rata premium for the period starting at the time of cancellation to the last date of the *period of insurance* shall be refunded provided that no claim has been made during such *period of insurance* of this policy.

The payment or acceptance of any premium subsequent to such cancellation shall not create any liability on *us* but *we* shall refund any such premium received by *us*.

- (b) *You* have the right to cancel this policy by giving 30 days' advance notice in writing to *us*. For one year's policy, no refund of premium is payable in the event of such cancellation. For two years' policy, refund of second year's premium will be allowed only if the policy is cancelled before the effective date of the second year's cover. If the second year policy is effective, no refund premium is payable in the event of the cancellation.

Notwithstanding the above, *you* have the right to request for cancellation of this policy by giving notice in writing with signature and return the policy to *us* within 14 days from the delivery of this policy document if *you* are not satisfied with this policy and *you* have not made any claim during this *period of insurance*. *We* will refund to *you* all the premiums *you* have paid without interest.

#### 15. Termination of Policy

This policy shall automatically terminate on the earliest of:

- (a) *you* fail to pay after expiry of the 31-day grace period in accordance with Clause 12 – Grace Period of this Part; or
- (b) either party cancel this policy by giving 30 days written advance notice pursuant to Clause 14 – Cancellation of this Part.

#### 16. Renewal

The policy shall remain in force for a maximum of one year for 1-year policy or two years for 2-year policy from the policy effective date and this policy will be automatically renewed at *our* discretion. Yet *we* reserve the right to alter the terms and conditions, including but not limited to the benefits, premiums or exclusions of this policy at the time of renewal of any *period of insurance* of this policy by giving 30 days' written notice to *you*. *We* will not be obligated to reveal *our* reasons for such amendments. After all, such renewal will not have to take place eventually if such amendments are not acceptable to *you* before the policy effective date of any *period of insurance*.

#### 17. Other Insurance

When a claim occurs, if there is any other policy covering any benefits insured by this policy (except as provided by Section 1 – Employer's Liability, Section 3 – Service Interruption Cover and Section 8 – Personal Accident), *we* will be liable only for *our* proportionate share only.

#### 18. Clerical error

*Our* clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

#### 19. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of 60 days after written proof of claims has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless commenced within two years from the expiration of the time within which proof of claims is required.

#### 20. Subrogation

*We* have the right to proceed at *our* own expense in *your* name or in the name of the *domestic employee* against third parties who may be responsible for an occurrence giving rise to a claim under this policy.

#### 21. Alternative Dispute Resolution

In the event of a dispute arising out of this policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of *Hong Kong* and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the Arbitration Ordinance (Chapter 609), Laws of *Hong Kong* as amended from time to time. The arbitration shall be conducted in *Hong Kong* by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if *we* deny or reject liability for any claim under this policy and *you* do not commence arbitration in the aforesaid manner within 12 calendar months from the date of *our* disclaimer, *your* claim shall then for all purposes be deemed to



have been withdrawn or abandoned and shall not thereafter be recoverable under this policy.

## 22. Compliance with Policy Provisions

Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

## 23. Governing Law

This policy shall be governed by and interpreted in accordance with the laws and regulations of *Hong Kong* and subject to the exclusive jurisdiction of the *Hong Kong* courts.

## 24. Statement of Purpose for Collection of Personal Data

All personal data collected and held by *us* will be used in accordance with *our* privacy policy, as notified to *you* from time to time and available at this website:

<https://www.zurich.com.hk/en/services/privacy>.

*You* and/or *domestic employee* shall authorize *us* to use and transfer data (within or outside *Hong Kong*), including sensitive personal data as defined in any applicable legislations, rules or guidelines, for the necessary purposes as set out in *our* privacy policy as applicable from time to time. When information about a third party is provided by the *you* or the *domestic employee* to *us*, *you* and/or the *domestic employee* warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to *us*, enabling *us* to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

## 25. Rights of Third Parties

Other than *you* or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this Policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

## 26. Sanctions

Notwithstanding any other terms under this policy, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to the insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The above clause shall also apply for any trade or economic sanction law or regulation that the insurer deems applicable or if the insured or other party receiving payment, service or benefit is a sanctioned person.

## Terrorism Endorsement to Section 1 - Employer's Liability

Notwithstanding any provision to the contrary in this policy or any endorsement thereto, it is hereby agreed that in respect of any *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:

- the Policy Limit of Indemnity shall be such amount which *we* 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 20th November 2003 between the Government and *us* under which the Government agreed to make available to *us* and other direct insurance companies authorized to underwrite employees' compensation insurance business in *Hong Kong* a facility to enable them to meet claims under employees' compensation insurance policies in respect of death and *injury* arising out of an event of terrorism ("the Facility Agreement");
- we* will only be required to make payment after it has received from the Government (i) an approval letter confirming that *we* should settle the claim and (ii) payment under the Facility Agreement; and
- for the avoidance of doubt, *we* shall have no obligation to make payment if for whatever reason *we* do not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or *our* breach 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 *we* allege that the Loss falls within the scope of this Endorsement, the burden of proving the contrary shall be upon *you*.

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

Words and phrases in this Endorsement shall have the same meaning as in this policy.

## PART 5 – CLAIMS PROCEDURES

### Section 1 of Part 2: Employer's Liability

The claims procedure follows that required by the Employees' Compensation Ordinance on which *your* insurance is based.

A *domestic employee* who sustains *injury* by *accident* arising out of and in the course of his/her employment shall be eligible to receive compensation such as periodical payment(s) for the period of temporary incapacity (usually known as sick leave) and medical expenses from the employer irrespective of the duration of his/her sick leave.

For the compensation claims involving no permanent incapacity with sick leave period less than three days, the following procedures should be adopted:

#### Notification of Accident

*You* are required to complete a specified Form (Form 2B) to notify the Commissioner of Labour Department of any work *accident* which incapacitates *your domestic employee* for a period of not more than three days. The notification should be made within 14 days after the *accident*. A detailed circumstance of the *accident* should also be described in the space of the said Form. In normal situations, the *domestic employee* who has temporary incapacity of not more than three days is not required to attend medical assessment of the Labour Department.

If it turns out that the period of sick leave subsequently exceeds three days, *you* are required to give further notice to the Commissioner of Labour Department. Such notice should be given in a prescribed Form (Form 2) within 14 days after *you* have been informed of the longer period of sick leave. After recovery of the *domestic employee*, he/she is required to attend the medical assessment of the Labour Department. The Commissioner of Labour Department is empowered to issue a Certificate of Assessment and Certificate of Compensation Assessment to both *domestic employee* and *you* stating particulars of the assessment and the amount of compensation. Immediately after the *accident*, *we*, as Insurers, need to have a copy of Form 2B and/or Form 2, which will serve as notification of the claim. If medical expenses are involved, the Certificate of Assessment with Certificate of Compensation Assessment and original sick leave certificate must be submitted together with the original medical bills once they are available.

### Section 2 - 11 of Part 2

Notify *us* through eClaim ([www.zurich.com.hk/eclaim](http://www.zurich.com.hk/eclaim)) within 30 days of any occurrence likely to give rise to a claim.

Additional documents relevant to the claim may be required and to be forwarded upon *our* request.



Customer Service Hotline:

+852 2968 2288 (Monday to Friday 9:00 a.m. to 5:30 p.m.)

Claims enquiry:

please visit [www.zurich.com.hk/contactclaims](http://www.zurich.com.hk/contactclaims)

There are two versions of this policy, one in English and one in Chinese. If there is any discrepancy between the English and the Chinese versions, the English version shall prevail.



## 至 in 家傭保險計劃

請細閱本保單，如有任何修正請求，請盡快提出。

本保單連同「附表」及嗣後發出的任何「有關文件」應以整體文件形式一併閱讀，並構成「閣下」與「本公司」之間的合約。除非獲「本公司」書面同意，否則合約內容不得更改。而「閣下」完成及向「本公司」提供的家傭保障計劃投保表格及聲明，不論以口述（若是由「本公司」或「本公司」授權之代理錄音）或書面形式提供，均會構成訂立本合約的依據。

「本公司」現與「閣下」協議，鑒於「閣下」支付保費及「本公司」信賴「閣下」各陳述、保證或聲明，以及遵從本保單及隨附之「附表」的條款與規章，「本公司」將於「保險期」內以「附表」所載之保障項目承保「家庭僱傭」，如「家庭僱傭」因「損傷」及/或「疾病」及/或招致在下文所訂承保範圍內的損失，「本公司」將支付指定的保障。

此乃全年保險保單，將於「本公司」收訖「閣下」繳交隨後的保費後而續保。「閣下」必須繳付同年度之全年保費。

「閣下」於投保表格內填報的資料如有任何更改（不論以口述或書面形式），請盡早通知「本公司」，以免影響「家庭僱傭」於本保單的保障內容。

此保單乃一份有法律效力的文件，敬請妥為保存。

### 第一部份 – 定義

本保單內某些詞彙具有指定含意，釋義已列明如下。為方便「閣下」識別有關詞彙，特將此等詞彙全部加上引號。本保單內容用詞如有性別或單複之分，均應視為概括性的描述，並無區別。

#### 「意外」

於「保險期」內，任何不可預見或預料並導致「家庭僱傭」蒙受身體「損傷」之突發事件。

#### 「癌症」

診斷為呈現生長不受控制的惡性腫瘤和惡性細胞擴散，以致入侵及破壞正常組織。癌症必須由合資格的腫瘤科醫生或病理學專科醫生證明為惡性腫瘤的組織學證明。以下並不在保障範圍之內：

- "原位癌"、子宮頸細胞病變、子宮頸癌 CIN-1、CIN-2 及 CIN-3，以及所有癌變前期症狀或非侵襲性癌；
- 早期前列腺癌 TNM 分類法 T1（包括 T1a 及 T1b），或相同的分類法；
- 第 1A 期皮膚黑色素瘤（≤1 毫米、第二或第三級、無潰瘍），按照 2002 年全新的美國癌症聯合委員會（AJCC）分類法；
- 角化過度症、基細胞及鱗狀皮膚癌；及
- 與人體免疫力缺乏病毒同時存在的所有腫瘤。

#### 「脊醫」

已根據《脊醫註冊條例》（「香港」法例第 428 章）註冊登記成為脊醫，惟「閣下」或「家庭僱傭」或「直系親屬」除外。

#### 「內戰」

相同國家的公民或民族互相對抗而發生互相攻擊的戰爭。

#### 「電腦病毒」

一組損壞的、有害的或未經授權的指令或代碼，包括一組通過程序或以其他方式惡意傳播的未經授權指令或代碼，並通過電腦系統或任何性質的網絡傳播。電腦病毒包括但不限於「特洛伊木馬」、「蠕蟲」和「時間或邏輯炸彈」。

#### 「住院」

「家庭僱傭」必須因為「疾病」或「損傷」而遵照「醫生」建議及基於「醫療必需」下入住「醫院」超過六小時及「家庭僱傭」在出院前，必須一直逗留在「醫院」內。住院須出示「醫院」發出的每日房間及膳食費用單據，以作證明。

#### 「網絡行為」

在任何時間和地點所作出的任何未經授權、惡意或犯罪行為。而該行為涉及進入、處理、使用或操作任何電腦系統、電腦軟體程式、惡意代碼、「電腦病毒」或流程或任何其他電子系統。

#### 「日症病人」

在「醫院」的日症手術部門進行手術，但不需要過夜的病人。

#### 「家庭僱傭」

「附表」上的家庭僱傭合法地受僱於「閣下」，並在本保單內受到保障。

#### 「家庭成員」

「閣下」的子女，年齡為五歲或以下，「閣下」或其配偶的父母、祖父母或外祖父母，年齡為 65 歲或以上，及與「閣下」居住同一屋簷下。

#### 「香港」

中華人民共和國香港特別行政區。

#### 「醫院」

符合下列條件的機構：

- (i) 根據所在國家或司法管轄區規定領取牌照之持牌醫院；
- (ii) 主要業務為收取報酬的情況下為受傷或患病人士提供診斷、醫療護理及外科手術設備服務；
- (iii) 有一名或以上的「醫生」時刻駐院；
- (iv) 在負責「醫生」監督下，駐有註冊護士每天 24 小時提供看護服務；
- (v) 具有完善的住院病人設備；及
- (vi) 保存所有病人的每日醫療記錄。

醫院並不包括主要業務為診所、照料類別的診所、自然療法診所、健康水療院、療養院或復康院、保管照料的地方、照顧長者或嗜酒者或吸毒者或精神病患者的機構，或護理院，或類似的機構。

#### 「疾病」

「家庭僱傭」於「保險期」內感染或開始患上的疾病或病症，以致構成本保單所承保的損失。

#### 「直系親屬」

「閣下」或「家庭僱傭」的配偶、父母、配偶父母、祖父母、外祖父母、子女、兄弟姊妹、孫兒女或外孫兒女。

#### 「損傷」

純粹因「意外」而非任何其他事故下所蒙受之身體損傷。

#### 「網絡醫生目錄」

指列載「網絡醫生」資料的目錄，此目錄由「本公司」以印刷版或電子版提供並不時進行修訂。

#### 「失肢」

手腕或足踝處或以上的肢體部份的完全分離。

#### 「失明」

視力完全喪失及「永久」無法復原。

#### 「殘廢」

肢體或器官的「永久」完全喪失功能或「永久」完全分離。

### 「醫療卡」

由「本公司」發給「閣下」供「家庭僱傭」使用的醫療卡，以繳付「網絡醫生」收取保障表所訂應由「本公司」支付的「家庭僱傭」醫療費用。

### 「醫生」

擁有西方醫藥學位及已獲准在其執業的地區合法提供醫療及外科服務的人士，惟「閣下」或「家庭僱傭」或「直系親屬」除外。

### 「醫療必需」

以下列各項作為接受醫療服務的必要性：

- (i) 因應有關診斷及有關狀況的治療所需；
- (ii) 符合良好及謹慎的行醫標準；
- (iii) 非純為「醫生」或任何其他醫療服務供應商之方便；
- (iv) 以最適合的程度有效地為「家庭僱傭」之傷疾作出安全及足夠的治療及以最經濟之設備進行治療受保傷疾；及
- (v) 在「住院」的情況下，其主要的目的並非純為診斷檢查、診斷掃描、影像檢查、化驗檢查或物理治療。

### 「網絡醫生」

與「本公司」委聘的醫療服務供應商訂有合約而列於「網絡醫生目錄」的「醫生」、「專科醫生」、「物理治療師」、「脊醫」或「中醫」。這些網絡醫生的參與狀況將不時更改，並不會事前通知。

### 「條例」

是指僱員補償條例（「香港」法例第 282 章）。

### 「門診」

「家庭僱傭」因本保單承保的「疾病」或「損傷」在「醫生」、「專科醫生」、「脊醫」、「物理治療師」或「中醫」的診所或辦事處、或「醫院」門診部或急症室接受醫療服務或藥物治療。

### 「保險期」

「附表」內所訂明之本保單有效期，而「本公司」已接納「閣下」之保費。

### 「永久」

「意外」事故發生之日起計，損害情況持續至少 12 個月，並於此段時間終結時沒有好轉之跡象。

### 「物理治療師」

已根據《輔助醫療業條例》（「香港」法例第 359 章）規定註冊成為物理治療師，惟「閣下」、「家庭僱傭」或「直系親屬」除外。

### 「投保前已存在之傷疾」

在「家庭僱傭」之保障生效日前已存在之任何「損傷」、「疾病」或病況及 / 或「家庭僱傭」已呈現病徵或已接受「醫生」診療、確診、治療或醫療意見，或已服用處方藥物一段時間而「家庭僱傭」知悉或理應知道之相關病況，除非「家庭僱傭」已於投保表格全面披露此等病況並獲「本公司」書面接受，而保單文件無明文規定不承保之前已存在之病況的治療，則屬除外。

### 「合理及慣常收費」

就任何費用、收費或開支而言，指符合以下規定的費用或開支：

- (i) 受傷或患病人士在「醫生」按照良好醫療守則的護理標準下所提供「醫療必需」的照顧、監管或指示而收取的治療、用品或醫療服務費用；
- (ii) 不超過當地同類治療、用品或醫療服務的正常收費水平；及
- (iii) 並不包括如沒有投購保險便不會招致的費用。

「本公司」保留權利釐定個別「醫院」/ 醫療費用是否屬於合理及慣常收費，參考的基準包括但不限於任何可取得的相關刊物或資料，例如當地政府、相關部門及認可醫療協會公佈的收費表。如根據上述參考資料，任何「醫院」/ 醫療費用並非合理及慣常收費，「本公司」保留權利調整任何或所有應付賠償的金額。

### 「有關文件」

有關文件包括「附表」、投保表格、聲明、附加契約、批單、附件及修訂本（不論以口述或書面形式）。

### 「附表」

隨附本保單並構成保單一部份之附表。

### 「專科醫生」

除「閣下」、「家庭僱傭」或「直系親屬」外，在「香港」醫務委員會以專科登記為「醫生」之人士。

### 「完全傷殘」

「家庭僱傭」遭遇「意外」而蒙受「損傷」，並且於事發後連續 12 個月內完全不能及「永久」地從事任何家庭傭工需負責的工作。

### 「中醫」

指已根據中醫藥條例（「香港」法律第 549 章）合法註冊成為中醫的人士，並具有合法資格於「香港」從事中藥治療包括跌打，惟「閣下」、「家庭僱傭」或「直系親屬」除外。

### 「等候期」

就第二部份 – 保障的第六(a)節 – 「門診」醫療費用（非網絡保障）、第六(b)節 – 入住醫院費用及第七節 – 牙齒護理費用而言，等候期指在「家庭僱傭」之保障生效日起的 15 日內。在該等候期內，「本公司」不會就任何原因提供保障，「意外」則除外。

就第二部份第六(a)節 – 「門診」醫療費用（網絡保障），等候期指在「家庭僱傭」之保障生效日起的 15 日內。在該等候期內，「本公司」不會就任何原因提供保障。

就第二部份 – 保障的第十一節的附加保障而言，等候期指在「家庭僱傭」之保障生效日前起 90 日內，首次出現之病徵及徵狀的任何心臟病或「癌症」。在該等候期內，「本公司」不會就任何原因提供保障。

### 「戰爭」

兩國或多國因任何目的交戰，或主權國家之間的武裝衝突，又或正式宣戰或未正式宣戰的公開軍事衝突，又或國與國之間經主權國正式授權而終止和平關係並陷入武裝敵對的局面。

### 「本公司」

蘇黎世保險有限公司。

### 「閣下」

本保單於「附表」內註明（“The Insured”）為保單之申請人及 / 或保單持有人。

## 第二部份 – 保障

以下各項計劃及保障必須於「附表」內訂明為有效，方為適用。

保障表

節數	保障範圍	最高保障額	
		僱員補償保險計劃	家傭保障計劃
1	僱主責任	每宗事故 100,000,000港元	每宗事故 100,000,000港元
2	補聘費用	不適用	每保單年度 5,000港元
3	服務中斷保障	不適用	每日200港元（每保單年度最多30日）
4	忠誠保障	不適用	每保單年度 10,000港元
5	「家庭成員」醫療費用	不適用	每保單年度 5,000港元
6	「家庭僱傭」醫療費用		
	(a) 「門診」醫療費用	不適用	非網絡保障 網絡保障
	每年保障限額 / 每保單年度最高次數上限	不適用	每保單年度3,000港元 每保單年度20次
	每天最高次數上限	不適用	每天上限一次
	(i) 普通科醫生	不適用	每次200港元 每次自負費用0港元
	(ii) 「專科醫生」或「脊醫」	不適用	
	(iii) 「物理治療師」或「中醫」包括跌打	不適用	每次100港元及 每保單年度500港元 每次自負費用100港元
	(b) 入住醫院費用	不適用	每保單年度 80,000港元
	(i) 房租及膳食費用	不適用	每日300港元
	(ii) 每次於「醫院」「住院」或「日症病人」/「門診」手術	不適用	15,000港元
7	牙齒護理費用	不適用	每保單年度2,000港元
8	個人「意外」	不適用	100,000港元
9	遣送費用	不適用	每保單年度10,000港元
10	「家庭僱傭」個人法律責任	不適用	每宗事故100,000港元
11	附加保障 – 心臟病及「癌症」保障	不適用	標準計劃：每保單年度50,000港元 特級計劃：每保單年度100,000港元
	(a) 「門診」醫療及「住院」費用	不適用	相同於第6(a)及第6(b)之個別限額
	(b) 其他治療	不適用	每次療程1,000港元

### 第一節 – 僱主責任

若「閣下」的「家庭僱傭」在「保險期」內，在受僱工作期間因工作遭遇「意外」而死亡或導致「損傷」或患上「疾病」，「本公司」將按照本保險單的保障表內列明之最高保障額，根據「條例」規定「閣下」要為該「損傷」或「疾病」的責任，賠償及支付有關的補償及索償人的法律費用及開支。此外，「本公司」亦會賠償經「本公司」書面同意的一切訴訟費用與開支。若「條例」於「保險期」內或之後有任何更改，令至「閣下」的法律責任有所變更，「本公司」的責任僅限於支付相等於「條例」未更改前「本公司」應支付的款項。

若「閣下」身故，「閣下」的合法遺產代理人可根據本保險單就「閣下」的責任提出索償，但該遺產代理人須（猶如「閣下」一樣）遵守及履行本保險單的所有適用條款，並受該等條款所規限，及於「閣下」身故後 30 天內向「本公司」發出書面通知。

#### 第一節的特別定義

「疾病」是指「閣下」的「家庭僱傭」於「閣下」的受僱工作期間因暴露於工作環境及性質而感染的疾病。有關之暴露或延續一段時間及部分時間超過本保單的「保險期」。

#### 第一節的不承保事項

本節並不承保：

- 任何合約或協議的責任；
- 肺塵埃沉着病或間皮瘤或因噪音引致的失聰所引致的責任（「肺塵埃沉着病」及「間皮瘤」的定義等同「香港」法例第 360 章肺塵埃沉着病及間皮瘤（補償）條例內的定義。「因噪音引致的失聰」的定義等同於「香港」法例第 469 章 – 職業性失聰（補償）條例內的定義）；

- 因已存在、開採、裝卸、處理、生產、銷售、分配、保存、或使用石棉、石棉產品及 / 或含有石棉的產品所引致的責任；
- 根據「條例」，「閣下」可能須就遲繳款項而支付的附加費；
- 任何因遭遇「意外」而死亡或導致「損傷」或患上「疾病」但「本公司」並未有收到足夠的法庭或法院的訴訟文件令到「本公司」可加入為訴訟的其中一方；
- 在「香港」以外地方因遭遇「意外」而死亡或導致「損傷」或患上「疾病」，但獲「條例」保障者除外。

### 第二節 – 補聘費用

如因以下事故，「本公司」將支付「閣下」補聘新的家傭的必需、合理及不可從其他途徑收回的行政費用（薪金除外）：

#### (a) 因「家庭僱傭」辭職而引致的補聘

因原有的「家庭僱傭」在僱傭合約開始後三個月內辭職而導致僱傭合約終止。惟「閣下」需遞交「家庭僱傭」的辭職信給「本公司」作為索償證明。為免生疑，「家庭僱傭」在續簽僱傭合約開始後三個月內辭職，「閣下」不會獲得此保障。

#### (b) 因「家庭僱傭」失蹤而引致的補聘

因「閣下」原有的「家庭僱傭」在沒有預先通知「閣下」而突然離開。有關事故必須向「香港」警方報案及遞交有關之失蹤報告給「本公司」作為索償證明。

#### (c) 因「家庭僱傭」的詐騙或不誠實行為而引致的補聘

因原有的「家庭僱傭」的詐騙或不誠實行為導致「閣下」或「家庭成員」「損傷」或「閣下」的經濟損失，而終止僱傭合約。惟有關之詐騙或不誠實行為必須：



1. 在「保險期」內發生；
2. 在「保險期」內或「保險期」完結後 15 天內或在「家庭僱傭」死亡、被解僱或僱傭合約期滿後 15 天內被揭發；及
3. 於被揭發後 24 小時內報警及遞交有關之報告給「本公司」作為索償證明。

#### (d) 因「家庭僱傭」蓄意行為或疏忽而引致的補聘

因原有的「家庭僱傭」的蓄意行為或疏忽導致「閣下」或「家庭成員」「損傷」，而終止僱傭合約。有關事故必須向「香港」警方報案及遞交有關報告及由「醫院」提供的「損傷」評估報告給「本公司」作為索償證明。

#### (e) 因遣送「家庭僱傭」而引致的補聘

因「閣下」原有的「家庭僱傭」被遣送或將遺體運返原居地及已獲得本保單第九節 – 遣送費用的賠償。

在任何情況下，本第二節於每保單年度的合共賠償額將不會超過訂明於保障表內列明之最高保障額。

### 第三節 – 服務中斷保障

如因以下事故，「本公司」將根據保障表支付「閣下」每日津貼：

- (a) 如「閣下」的「家庭僱傭」以病人身份於「香港」「醫院」連續「住院」超過三天接受治療或手術（於「醫院」「住院」的首三天不會獲「本公司」的任何賠償）。
- (b) 如「閣下」的「家庭僱傭」患上「癌症」或心臟病並需要連續放取超過五天病假，惟「閣下」需提供由「醫生」簽發的醫療報告和病假證明給「本公司」作為索償證明（病假的首五天不會獲「本公司」的任何賠償）。

### 第四節 – 忠誠保障

「本公司」將賠償「閣下」因「家庭僱傭」的詐騙或不誠實行為，所招致的經濟損失，惟有關之詐騙或不誠實行為必須：

1. 在「保險期」內發生；
2. 在「保險期」內或「保險期」完結後 15 天內或在「家庭僱傭」死亡、被解僱或僱傭合約期滿後 15 天內被揭發；及
3. 於被揭發後 24 小時內報警及遞交有關之報告給「本公司」作為索償證明。

「閣下」必須提出證據證明因「家庭僱傭」的詐騙或不誠實行為而導致經濟損失並由「閣下」負責有關費用，而「閣下」欠付「家庭僱傭」的任何薪金或款項將於本節的賠償額內扣除。

在任何情況下，本第四節於每保單年度的合共賠償額將不會超過訂明於保障表內列明之最高保障額。

### 第五節 – 「家庭成員」醫療費用保障

「本公司」將支付「閣下」的「家庭成員」因「家庭僱傭」的蓄意行為蒙受身體「損傷」的醫療費用。有關事故必需向「香港」警方報案及遞交有關報告及醫療報告給「本公司」作為索償證明。

### 第六節「家庭僱傭」醫療費用

#### (a) 「門診」醫療費用

如於「保險期」內，「閣下」的「家庭僱傭」因蒙受「損傷」或「疾病」而需於「門診」接受醫療診治，「本公司」會根據情況，就保障表於「非網絡保障」或「網絡保障」所列的「每年保障限額 / 保單年度最高次數上限」及以下保障(i) – (iii)的限額支付以下保障。

#### (i) 普通科醫生

此保障將支付：

- (a) 「閣下」的「家庭僱傭」於普通科醫生「門診」診所由普通科醫生診治的醫療費用，包括診症費及最長三天由該醫生處方並於其診所所得到的「醫療必需」西藥；或
- (b) 「閣下」的「家庭僱傭」使用由「本公司」委聘的服務供應商所提供的應用程式通過視像診症，由列於「網絡醫生目錄」的普通科醫生診治的醫療費用，包括診症費及最長三天由該醫生處方的「醫療必需」西藥。本保障不會支付由服務供應商收取的藥物運送費。

#### (ii) 「專科醫生」或「脊醫」

此保障將支付：

- (a) 「閣下」的「家庭僱傭」於「專科醫生」「門診」診所由「專科醫生」診治的醫療費用，包括診症費及最長三天由該醫生處方並於其診所所得到的「醫療必需」西藥，惟「專科醫生」的診治必須由「醫生」的書面轉介；或
- (b) 「閣下」的「家庭僱傭」於「脊醫」「門診」診所由「脊醫」進行脊醫治療的醫療費用，惟「脊醫」的診治必須由「醫生」的書面轉介。

#### (iii) 「物理治療師」或「中醫」包括跌打

此保障將支付：

- (a) 「閣下」的「家庭僱傭」於「物理治療師」「門診」診所由「物理治療師」進行物理治療的醫療費用，惟「物理治療師」的診治必須由「醫生」的書面轉介；
- (b) 「閣下」的「家庭僱傭」於「中醫」「門診」診所由「中醫」診治的醫療費用，包括診症費及最長三天由該醫生處方並於其診所所得到的「醫療必需」中草藥；或
- (c) 「閣下」的「家庭僱傭」於「中醫」「門診」診所由「中醫」進行跌打治療的「醫療必需」跌打費用。

如以上之費用可從其他途徑獲得全數或部份退還，則「本公司」只會根據保障表所列之最高保障額，賠償剩餘而無法從其他途徑追討的費用餘額。

### " 網絡保障 " 的特別條款

1. 要享有網絡保障，「家庭僱傭」必須符合下列各項條件：
  - (a) 有關「門診」治療必須於診症時間，於「網絡醫生」診所內由「網絡醫生」進行。
  - (b) 「閣下」或「家庭僱傭」必須事先預約「網絡醫生」（詳情請參閱「網絡醫生目錄」）
  - (c) 必須以「醫療卡」繳付醫療費用。「家庭僱傭」必須於「網絡醫生」診所登記時出示「醫療卡」及「香港」身份證；
  - (d) 「閣下」或「家庭僱傭」求診時必須繳付自負費用予「網絡醫生」，如適用。

若未能符合上述任何一項要求，「家庭僱傭」則不可享有網絡保障，所有合資格的醫療費用將於非網絡保障下以最高賠償額為限額賠償（如有）。

2. 「本公司」並不保證「家庭僱傭」可獲得「網絡醫生目錄」中個別「網絡醫生」所提供的服務。「網絡醫生目錄」資料會不時作出更改，並不會事前通知。
3. 對於任何「網絡醫生」所作出的醫療決定及處方藥物，「本公司」概不負責。
4. 「本公司」保留向「閣下」追回任何根據上述特別條款和適用於第 6 節的不承保事項，不應該由「本公司」支付的醫療費用或服務的權利。

#### (b) 入住醫院費用

若「家庭僱傭」在「保險期」內，因「疾病」或「損傷」，由主診「醫生」建議有「醫療必需」在「醫院」「住院」，「本公司」將會根據保障表所列之每次於「醫院」「住院」及每日房租及膳食費用的限額，為該次「住院」支付有關的「合理及慣常收費」，惟必須向「本公司」提交「本公司」認為可接納的證明及受本保單之條款所限制。

#### 「日症病人」或「門診」手術的伸延保障

這是第 6 節 (b) 的延伸保障。「本公司」將會就「醫生」為「家庭僱傭」於「門診」或以「日症病人」方式進行之手術，根據保障表所列之每次「日症病人」/「門診」手術限額支付其實際收取的「合理及慣常收費」。

在任何情況下，本節 6 (b) 於每保單年度的合共賠償額將不會超過訂明於保障表內列明之最高保障額。

### 第六節的不承保事項

本節並不承保：

1. 於第 6 節 (b) 的每宗因「疾病」或「損傷」索償的首 300 港元；
2. 任何在「等候期」內招致之治療或費用；
3. 「癌症」或心臟病的治療及 / 或手術；

- 以美容為目的之美容手術或整容手術，惟因「意外」導致而需要治療除外；選擇性的治療；所有目的為增加或減少體重之治療（無論是否病態或有並存病況）；
- 任何性質之牙科療程或手術；
- 於「醫院」「住院」的目的為療養、監護、休養、舒緩護理、衛生護理或復康；或與引致該次「住院」之診斷或治療無關之任何醫療費用；
- 獲取器官以作器官移植或由捐贈者（非「家庭僱傭」）招致之任何費用，亦包括任何以捐贈者身份招致之費用；
- 疫苗或預防接種、一般身體檢查、篩檢及預防性檢查；睡眠窒息症之睡眠測試之有關費用；例行眼部測試、眼部屈光不正或矯正視力措施；
- 購置或使用器具或設備，包括但不限於助聽器、支架、拐杖、眼鏡或其他類似項目；
- 任何於「香港」境外的索償或費用及損失。
- 精神病、情緒障礙、精神疾病、行為障礙；
- 先天性、發展性或遺傳性狀況或疾病；
- 補充品、食慾刺激劑、抗抑鬱藥、為控制體重而設的任何治療或藥物，根據要求而處方的藥物（例如為旅行而要求的藥物）、非處方藥物（例如洗髮水、潤膚露）和潤滑劑（例如人造眼淚）；
- 針灸、普拉提、衝擊波治療，包括由「物理治療師」或「中醫」提供的治療；
- 推拿、拔罐、按摩療法，包括由「中醫」提供的治療。

#### 第七節 – 牙齒護理費用

如於「保險期」內，「閣下」的「家庭僱傭」必須接受牙科診治，「本公司」將支付「閣下」的「家庭僱傭」接受合格及正式註冊牙醫提供牙齒護理服務之三份之二 (2/3) 費用，惟本節並不包括以下治療：

- 口腔檢查
- 洗牙、磨光或清潔牙齒
- 鑲牙及牙根治療
- 任何齒橋
- 矯正鋼絲架或假牙的費用。

在任何情況下，本第七節於每保單年度的合共賠償額將不會超過訂明於保障表內列明之最高保障額。

#### 第七節的不承保事項

本節並不承保：

- 任何在「等候期」內招致之治療或費用；
- 任何於「香港」境外的索償或費用及損失。

#### 第八節 – 個人「意外」

若「家庭僱傭」在「保險期」內於「香港」休假日遭遇「意外」而蒙受本保單保障範圍內之「損傷」，並於「意外」日起計連續 12 個月內導致死亡或以下賠償表內所載的任何一項保障項目，則「本公司」將按保障表內所選擇之計劃之最高保障額賠償作出賠償。

#### 賠償表

保障項目
1. 死亡
2. 「永久」「完全傷殘」
3. 單眼或雙眼「永久」完全「失明」
4. 任何單肢或兩肢「永久」完全「殘廢」或「失肢」

#### 賠償條件

- 如蒙受「損傷」前，手足或器官已喪失部份功能，而在「損傷」後變成全部「殘廢」，「本公司」會就該次「損傷」引致的傷殘程度決定及以百分比計算最高保障額，賠償該「損傷」所引致的「殘廢」部份。若「家庭僱傭」於「損傷」前，該手足或器官已完全喪失功能，則不能就本節獲得任何賠償。
- 在同一宗「意外」事件中，「本公司」不會就上列 1 至 4 保障項目作出多於一次賠償。若「家庭僱傭」就同一次「意外」中遭受多於一項上列保障項目，「本公司」亦只會賠償一項項目及按照本節訂明之最高保障額作出賠償。

- 如「家庭僱傭」已於本節中獲得百分之一百 (100%) 的賠償額後，該「家庭僱傭」於本節之保障將立即終止。

#### 第八節的不承保事項

本節並不承保一切由傷疾及 / 或「疾病」引致的「損傷」。

#### 第九節 – 遣送費用

「本公司」將支付以下費用：

- 如「閣下」的「家庭僱傭」經「醫生」證明其健康狀況並不適合繼續履行他 / 她的僱傭合約，則「本公司」將根據保障表所列之最高保障額支付該「家庭僱傭」送返原居地的費用。交通費用包括一張有定期航機班次的單程經濟客位機票，以及往返機場之救護車接載費用；或
- 如「家庭僱傭」身故，「本公司」將根據保障表所列之最高保障額支付驗屍費用及 / 或將遺體運返其原居地內最鄰近殮葬場地的機場之費用。

#### 第十節 – 「家庭僱傭」個人法律責任

倘「家庭僱傭」於「保險期」內，在「香港」境內為「閣下」工作時因疏忽，引致第三者「意外」身體「損傷」（不論致命與否）及 / 或「意外」財物損失而引致之「閣下」或「家庭僱傭」的法律責任，「本公司」將根據保障表所列之最高保障額為作出賠償。惟本節於每同一事故引起的任何一項或一系列索賠的合共賠償額將不會超過訂明於保障表內列明之每宗事故最高保障額。此類事故必須在事故發生後立即向警方報案，並且必須獲得警方報告並將其提交給「本公司」。

如果全部或部分此類費用可從任何其他來源追回，我們將僅對可從其他來源追回的超出部分承擔責任。

#### 第十節的不承保事項

「本公司」並不承保以下任何事項：

- 任何「直系親屬」或與「閣下」或「家庭僱傭」一起居於同一居住地址內的家庭成員的身體「損傷」；
- 「閣下」或「直系親屬」或與「閣下」或「家庭僱傭」一起居於同一居住地址內的家庭成員或「家庭僱傭」自己的財物損失；
- 任何若非協議規定而原本無需負擔之「閣下」或「家庭僱傭」的責任；
- 「家庭僱傭」的故意行為、惡意行為或故意破壞而引致任何人的身體「損傷」或財產損失。

#### 第十一節 – 附加保障 – 心臟病及「癌症」保障

此保障必須於「附表」中列明方才生效。如此保障在「附表」中列明為生效，保單第六節 – 醫療費用之不承保事項第三點則會被取消。

此附加保障將為本保單內第六節 – 醫療費用提供附加保障（第六節 (b) – 「日症病人」或「門診」手術的伸延保障除外）。如「閣下」的「家庭僱傭」於「保險期」內因患上心臟病或「癌症」，有關的「門診」醫療費用及「醫院」「住院」費用將會受保於本保單的第六節 (a) – 「門診」醫療費用（非網絡保障）及第六節 (b) – 入住醫院費用內。當第六節 (a) – 「門診」醫療費用（非網絡保障）及第六節 (b) – 入住醫院費用的實際已賠償的金額超出於保障表列明每保單年度的最高保障額，「本公司」將根據第六節 (a)「門診」醫療費用（非網絡保障）及第六節 (b) – 入住醫院費用內的相同條款及限額，支付此附加保障下因心臟病或「癌症」引致的「門診」醫療費用及「醫院」「住院」費用，最高至「附表」內列明本附加保障的最高保障額。

不被分類為「門診」或「醫院」「住院」的治療，將根據保障表所列之其他治療最高保障額為限額賠償。

在任何情況下，本附加保障於每保單年度的合共賠償額將不會超過訂明於「附表」內列明之最高保障額。

#### 第十一節附加保障的特別條款

如有任何索償，必須提供以下文件：

- 由「醫生」證實確診後的詳細醫療報告；及
- 「閣下」的「家庭僱傭」受僱前之醫療檢查報告作審查。

## 第十一節的不承保事項

本節並不承保：

1. 於第 11 節的每宗因「疾病」或「損傷」索償的首 300 港元；
2. 任何在「等候期」內招致之治療或費用；
3. 以美容為目的之美容手術或整容手術，惟因「意外」導致而需要治療除外；選擇性的治療；所有目的為增加或減少體重之治療（無論是否病態或有並存病況）；
4. 任何性質之牙科療程或手術；
5. 於「醫院」「住院」的目的為療養、監護、休養、舒緩護理、衛生護理或復康；或與引致該次「住院」之診斷或治療無關之任何醫療費用；
6. 獲取器官以作器官移植或由捐贈者（非「家庭僱傭」）招致之任何費用，亦包括任何以捐贈者身份招致之費用；
7. 疫苗或預防接種、一般身體檢查、篩檢及預防性檢查；睡眠窒息症之睡眠測試之有關費用；例行眼部測試、眼部屈光不正或矯正視力措施；
8. 購置或使用器具或設備，包括但不限於助聽器、支架、拐杖、眼鏡或其他類似項目；
9. 任何於「香港」境外的索償或費用及損失。

## 第三部份 – 一般不承保事項

本保單將不會承保因下列事故直接或間接引致之損失或責任：

1. 任何「投保前已存在之傷疾」及先天性缺陷；
2. 「戰爭」、侵略、外敵入侵、敵對局面（不論正式宣戰與否）、「內戰」、叛亂、革命、暴亂、軍事政變或奪權行動、直接參與罷工、暴動或內亂或以任何形式參與「恐怖活動」；
3. 自殺、企圖自殺、蓄意自我傷害、精神失常或神經系統失調或精神疾病，包括但不限於精神病、神經官能症、任何類別抑鬱症、厭食症、暴食症、變性手術、精神分裂症及其他行為失常病症；
4. 受酒精或非由「醫生」處方之藥物之影響；酗酒、沈迷或濫用毒品；
5. 任何因分娩、流產、墮胎、妊娠引致的狀況，包括但不限於妊娠測試、產前、產後護理及其他與妊娠、避孕、避孕儀器、不育或其他引致懷孕或絕育手術的方法有關之併發症；性病；
6. 「閣下」或「閣下」的「家庭僱傭」於申請投保時知悉或於「家庭僱傭」之保障生效日開始時正等候進行手術或正接受治療之身體損傷或疾病；
7. 人類免疫力缺乏病毒及 / 或人類免疫力缺乏病毒有關，包括愛滋病及 / 或其任何突變、衍生或變異所引致或因此而命名；
8. 參與任何違法行為，包括但不限於搶劫、濫用藥物或傷人；
9. 飛行，除非以付費乘客身份乘搭由持牌航空公司營運之正式持牌空中運輸工具；以乘客或司機身份參與任何形式的賽車，又或參加職業體育活動或「家庭僱傭」可能或可以賺取收入或報酬的體育活動；在海拔 5000 米以上進行高山遠足，或在 40 米水深以下潛水；
10. 任何受法律、條例或受保於其他保險公司所簽發之保單所保障而獲得補償之傷疾索償（第三節 – 服務中斷保障及第八節 – 個人「意外」除外），除非「家庭僱傭」並不能就該等法律、條例或其他保單獲得全數賠償，則「本公司」只會負責賠償剩餘而無法從其他途徑追討的費用餘額；
11. 任何核子燃料、核子燃料燃燒後所產生的核子廢料或任何核子武器所產生的電離子輻射或放射性污染；及 / 或
12. 任何由「網絡行為」引致的「意外」、「疾病」及 / 或「損傷」。

## 第四部份 – 一般條款

### 1. 整體協議

本保單，包括所有「有關文件」，乃立約各方之間之整體協議。任何代理或其他人士均無權更改或豁免本保單的任何條款。本保單如有任何修改，必須獲得「本公司」授權人員的批准並簽發批單作實，方始生效。為免生疑，「有關文件」亦會組成續保合約的部

份，除非收到「閣下」在續約時的通知，所有資料會於續保時被視為真確及有效。

### 2. 年齡及資格限制

除「本公司」另予書面同意，「家庭僱傭」的年齡必須為 18 至 60 歲，並可續保至 65 歲。

### 3. 現況改變

「閣下」或「家庭僱傭」就投保表格上（不論口頭或書面上）或續保時所提供予「本公司」之資料之任何變更，均須負全責通知「本公司」，否則「本公司」有權拒絕所有賠償或使其失效。

### 4. 索償通知

如就本保單作出索償，必須於事發之日起 30 日內以書面通知「本公司」。因「意外」死亡之索償，必須立即通知「本公司」。「本公司」所需之任何證明書、資料及證據，須依據「本公司」所定之形式及性質提交，而所需費用概由「閣下」或「閣下」之個人代表負責。如「閣下」不遵守本條款，「本公司」可全權決定不支付本保單的任何保障。

### 5. 損失證明

必須於「本公司」收到填妥的賠償申報表（「本公司」提供）後 30 日內呈交所有損失證明文件給「本公司」。倘有合理的緣由不能於限期內將有關證明文件送交「本公司」，但已盡可能於限期後立即送出，且不超过 180 日之限，則不會被視為放棄申請賠償的權利。「本公司」所需之證書、資料及證據，須依據「本公司」所定之形式及性質提交並由「閣下」負責有關費用。

### 6. 索償時限

除索償已被「本公司」接納或為有待進行之未審結訴訟或仲裁外，於任何情況下，「本公司」概不會就「家庭僱傭」於蒙受任何「損傷」後滿 12 個月方提出之有關索償支付賠償。

### 7. 身體檢查

如「家庭僱傭」蒙受非致命「損傷」，「本公司」有權按需要要求由「本公司」指定的醫療機構為「家庭僱傭」進行身體檢查。如「家庭僱傭」身故，「本公司」有權自費進行驗屍。「本公司」擁有該等調查結果之所有權。

### 8. 支付索償

所有本保單下的賠償，應在「閣下」向「本公司」提交妥善證明後付予「閣下」。

### 9. 失實陳述、漏報或欺詐

「本公司」有權在下列任何一項情況下，宣告本保單自保單生效日起無效，並通知「閣下」，本保單不會為「閣下」或「家庭僱傭」提供保障：

(a) 在投保表格或任何其他其後就相關申請提交予「本公司」的資料或文件（包括相關資料的任何更新及改動），其所作出的陳述或聲明中，就「家庭僱傭」的任何「重要事實」作出失實聲明或遺漏資料，未如實申報任何「投保前已存在之傷疾」或未能遵行最高誠信而影響「本公司」的風險評估。「重要事實」包括但不限於會影響「本公司」對「家庭僱傭」的核保決定的事實，若披露該事實「本公司」有可能因而徵收附加保費、增加不保項目、拒絕或待投保申請。

(b) 在投保表格中或索償時，作出欺詐或有欺詐成分的申述。

在(a)的情況下，「本公司」將：

(i) 退還已繳交的相關保費及保費徵費（如有）但需扣除所有已支付的索償金額及「本公司」支付的必要費用，包括但不限於「本公司」的合理行政費及因本保單而招致的服務費（如有）。

(ii) 如上述抵銷事項總數超越已繳交的相關保費，「閣下」必須在「本公司」發出付款通知書後 14 天內向「本公司」償還差額。

在(b)的情況下，「本公司」將有權：

(i) 不退還已繳交的相關保費；及

(ii) 追討所有過去已支付予「閣下」的賠償，並要求在「本公司」發出付款通知書 14 天內把有關賠償償還「本公司」。



## 10. 虛報「年齡」或性別

在不損害「本公司」按本部份第 9 項 – 失實陳述、漏報或欺詐中的權利，如「家庭僱傭」「年齡」或性別被虛報，「本公司」會按其正確「年齡」或性別應付之保費退回或收回保費差額。倘「家庭僱傭」投保時虛報「年齡」或性別而根據當時的正確「年齡」或性別，本保單之保障應不能生效或應該在收取該次或每次保費前終止，「本公司」只會退回有關「保險期」保費，但需扣除所有已支付的索償金額及「本公司」支付的必要費用（如有），而不負責任何承保責任。

## 11. 保費

本保單為年度保單。「閣下」必須負責繳付同年度之全年保費，保單方惟有效。「本公司」保留權利，根據續保時適用的保費率以作調整，於調整保費前 30 天內以書面通知「閣下」。

## 12. 寬限期

在首期保費後，「本公司」將於每次保費到期後給予「閣下」31 日寬限期。在寬限期内，本保單仍維持生效，如於寬限期屆滿後尚未繳清保費，本保單將於欠繳保費之日期起被視為逾時失效。

## 13. 重訂保單

若「閣下」因欠繳保費而導致「本公司」宣佈保單逾時失效，惟事後「閣下」向「本公司」提交令「本公司」滿意之重訂申請書，並提供可保性證明，「本公司」可能允許「閣下」重訂保單。但於保單失效期間發生之索償則不會獲得任何保障。任何「投保前已存在之傷疾」將包括於復效日前已出現之傷疾。

## 14. 取消保單

(a) 「本公司」有權以 30 日書面通知「閣下」取消保單或任何章節或部份，通知書將以掛號郵件形式寄至「閣下」最後登記地址。在任何情況下，「本公司」並無責任透露有關終止之原因。保單取消時，若在有關取消保單生效日至該「保險期」最後一天的期間沒有任何索償，保費會按比例退還。

在保單取消後，任何由「本公司」收取之有關保費將不對「本公司」構成任何責任，「本公司」亦會退還所收保費。

(b) 「閣下」可於 30 日前向「本公司」提出書面通知以取消此保單，一年期保單的保費將不獲退還。兩年期保單的第二年的保費可獲退還，但必須在本保單的第二年生效前已取消本保單。如本保單的第二年已生效，保費將不獲退還。

儘管有上述規定，如本保單未符合「閣下」需要及在該「保險期」內無索償紀錄，「閣下」有權在保單交付「閣下」後 14 日內以「閣下」簽署之書面通知書要求「本公司」取消保單並向「本公司」交還保單。「本公司」將會把「閣下」已付之保費無息全數退還。

## 15. 保障終止

本保單之保障將會在遇到下列較早發生的一項時自動終止：

- (a) 「閣下」未能根據本部份第 12 項 – 寬限期所述之情況，在 31 日寬限期内付款；或
- (b) 任何一方根據本部份第 14 項 – 取消保單所述之情況，以 30 日書面通知取消本保單。

## 16. 續訂保單

從保單生效日起計，本保單會維持最長一年（一年保單）或兩年（兩年保單）生效期及由「本公司」酌情自動續保，惟「本公司」保留權利在每個「保險期」之續保時間前 30 日向「閣下」提供書面通知以更改條款，包括但不限於保障、保費或不承保事項。「本公司」沒有責任透露有關更改之原因。儘管如此，「閣下」可於本保單任何一個「保險期」之保單生效日前表示不接納更改，最後可以不行續保。

## 17. 其他保險

「閣下」提出索償時如有其他保單保障同類項目，「本公司」只負責按比例作出賠償（第一節 – 僱主責任、第三節 – 服務中斷保障及第八節 – 個人「意外」除外）。

## 18. 筆誤

「本公司」的筆誤不會令生效之保單因而失效，或令失效之保單因而生效。

## 19. 法律訴訟

當書面索償證明文件根據本保單規定送交「本公司」後，60 日內不得進行法律訴訟以求賠償，亦不得在「本公司」要求提供索償證明之指定時限期屆滿兩年後向「本公司」提出訴訟。

## 20. 代位權

「本公司」有權自費以「閣下」或「家庭僱傭」名義對任何導致索償之承保事件之第三者進行追討。

## 21. 替代性爭議解決方案

如有任何關乎本保單之爭議出現，爭議各方可根據「香港」司法機構為民事調解所訂立及爭議時所適用之有關實務指示，真誠進行調解。所有未能解決之爭議，一律按照「香港」法例第六零九章《仲裁條例》及不時生效之修訂本以仲裁方式裁定。整個仲裁過程必須在「香港」進行，並由爭議各方同意之單一仲裁人裁定。現明文指定，在爭議各方根據本保單行使任何法律權利前，必須先取得仲裁決定。不論任何類型爭議解決方案之任何狀況或結果，如「本公司」否認或否決「閣下」追索本保單之任何責任，而「閣下」並未能於「本公司」所發出之通知 12 個月內按以上規定展開仲裁，「閣下」之賠償申請即被視作已被撤回或放棄，並且不能根據本保單再次進行追討。

## 22. 遵從保單條款

如違反本保單任何條款，所有就本保單提出之索償均告無效。

## 23. 管轄法律

本保單受「香港」法律及條例管轄及按其詮釋，並且服從「香港」之專有司法裁判權。

## 24. 收集個人資料的目的

「本公司」將根據「本公司」不時通知「閣下」的私隱政策使用所有已收集及持有的個人資料，「閣下」亦可透過此網址查閱有關私隱政策：<https://www.zurich.com.hk/zh-hk/services/privacy>。

「閣下」及 / 或「家庭僱傭」須授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的必須用途，使用及轉發資料（至「香港」境內或境外）包括任何適用的法律、規則或指引所定義之敏感性個人資料。如「閣下」或「家庭僱傭」向「本公司」提供任何第三者資料，「閣下」及 / 或「家庭僱傭」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本保單，包括但並不限於進行任何對有關資料當事人進行審慎調查、合規及制裁查核。

## 25. 第三者權益

除「閣下」或本保單以明示方式指明以外，任何人士如非本保單之一方並沒有權利執行或享有本保單條款的保障。任何有關合約第三者權益之法例將不適用於本保單。不論本保單任何條款所列，任何保單變更（包括任何解除責任或責任妥協）或終止均不須第三者同意。

## 26. 制裁

若本保單提供的保險、款項、服務、保障及 / 或受保人的任何業務或活動會違反任何適用的貿易或經濟制裁法律或監管要求，不論本保單任何其他條款所列，保險公司則不得被視為向任何受保人或其他一方提供任何保險或將向受保人 或任何其他一方支付任何款項或提供任何服務或保障。

以上條文亦適用於任何被保險公司視為適用的貿易或經濟制裁法律或監管要求，或若受保人或其他接受款項、服務或保障的一方是受制裁人士。

## 第一節恐怖主義活動批單 – 僱主責任

不論本保單或其任何批單中含有任何相反條款、現謹此同意因任何恐怖活動或因採取任何行動以控制、預防或遏止恐怖活動，或以任何方式與任何恐怖活動有關而直接或間接引致、產生或造成「家庭僱傭」因「意外」或「疾病」而致身體「損傷」或死亡（「有關損失」），無論有關損失是否由任何其他因由或事件同時或以任何時序所引致：

- 1. 保單賠償限額將為「本公司」接獲中華人民共和國「香港」特別行政區政府（「政府」）的實際款額，即根據政府與「本公司」在 2003 年 11 月 20 日訂立的融資協議條文，政府同意向「本公司」及其他獲授權在「香港」從事僱員賠償承保業務的其他直接保險公

司作出的融資額，以便按僱員賠償保險保單，就恐怖主義活動所造成的死亡及受傷事故作出賠償（「融資協議」）；

2. 「本公司」只會於接獲政府發出 (i) 批准通知書，確認「本公司」應作出有關賠償；及 (ii) 收到政府根據融資協議所支付的賠款後，始須支付賠償；及
3. 為免生疑問，若「本公司」因任何原因而沒有接獲政府根據融資協議作出的款項，無論這是否因政府認為有關損失並不納入融資協議的賠償範圍之內，或因「本公司」違反融資協議，或有關損失屬於任何適用的例外情況或不受保項目或存有任何其他情況導致有關損失不獲融資協議賠償，或融資協議因結餘用盡而結束，或政府終止融資協議，「本公司」亦毋須作出有關賠償。

就上述目的而言，恐怖主義活動指任何一名或多名人士因政治、宗教或意識形態目的而單獨、代表或聯同任何組織或政府使用武力、暴力、其他手段或威嚇，以企圖影響任何政府及 / 或引致公眾或部份公眾產生恐慌。

若「本公司」宣稱有關損失屬於本批單所述範圍之內，提出任何相反舉證的責任須由「閣下」承擔。

倘若本條款的任何部份被視為無效或無法執行，其餘部份將仍具十足效力及有效。

本批單的字句與本保單的字句意思相同。

## 第五部份 – 賠償程序

### 第二部分第一節 – 僱主責任

處理勞工賠償手續，基本上以本港勞工賠償法例為依歸。

「家庭僱傭」在受僱工作期間，因工遭遇「意外」而致身體「損傷」，不論喪失工作能力的期間（一般稱為病假）多久，均有資格向「閣下」領取該段期間的按期付款及醫療費用等補償。

如「家庭僱傭」沒有永久喪失工作能力而病假數目也不超三天，須按以下程序處理：

#### 「意外」通知

「閣下」須以指明的表格（表格 2B）通知勞工處處長有關任何導致「家庭僱傭」喪失工作能力不超過三天的「意外」，並需於該表格上的空白位置，詳述「意外」發生之經過及受傷「家庭僱傭」的職業，該通知必須於「意外」發生後 14 天內發出。在一般情況下，如「家庭僱傭」的病假不超三天，無需到勞工處銷假及判傷。

假如在發出通知後，「家庭僱傭」的病假延長至超過三天，「閣下」須於獲悉病假延長後 14 天內，以訂明的表格（表格 2）再通知勞工處處長，「家庭僱傭」於康復後，亦需到勞工處銷假及判傷，由勞工處處長簽發評估證明書和評定賠償證明書給予受傷「家庭僱傭」及「閣下」，並闡明判傷資料和賠償款額。

「意外」發生後，「閣下」亦須同時以表格 2B 或第 2 號表格副本一份給予本司以作為知會賠償，至於醫療費用賠償，更要附上有關票據之正本，連同評估證明書和評定賠償證明書及病假證明書之正本，以作為處理賠償根據。

### 第二部分第二節至第十一節

於可能導致索償的事件發生後 30 天內，透過「e 索償」網上平台（[www.zurich.com.hk/eclaim](http://www.zurich.com.hk/eclaim)）通知「本公司」。

如有需要，「本公司」將要求索償人提供額外文件以供處理索償事宜用途。

客戶服務熱線：

+852 2968 2288（星期一至星期五上午 9 時至下午 5 時 30 分）

索償查詢：

請瀏覽 [www.zurich.com.hk/contactclaims](http://www.zurich.com.hk/contactclaims)

此保單分別有英文及中文版本，如中文與英文版本有異，均以英文為準。



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