

# MAIDSURE DOMESTIC HELPER INSURANCE COMPREHENSIVE PLAN

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

The Proposal and Declaration made by the Insured shall form the basis of this contract and are deemed to be incorporated herein. In consideration of the Insured has applied to Dah Sing Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as specified for such insurance, the Company will pay the benefits to the Insured or in the case of death of the Insured to the Insured's legal representative.

## DEFINITIONS

### **Interpretation**

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

### **Accident/Accidental**

A sudden and unforeseen event or a series of such events arising out of one event that happens unexpectedly and causes Bodily Injury.

### **Bodily Injury**

Injury to the Insured Person caused solely and directly by violent Accidental external means and which is independent of any other cause and not by Sickness, Disease or gradual physical or mental deterioration.

### **Disease/Sickness**

A disease or sickness of the Insured Person contracted and commencing after the beginning of the Period of Insurance which results in a claim event covered by this Policy.

### **Family Members**

Relatives of the Insured who reside with the Insured permanently at the same premises at the Place of Employment as stated in the Schedule.

### **Geographical Area**

- a) Worldwide under "Section (1) Employees' Compensation Cover" only;
- b) Hong Kong Special Administrative Region under all other Sections unless otherwise specified.

### **Hospital**

An establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons and which:

- (a) has organised facilities for diagnosis, treatment and major surgery;
- (b) provides twenty-four hours a day nursing services by registered qualified nurses;
- (c) is under the supervision of a physician; and
- (d) is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing, rest or convalescent home or home for the aged or similar establishment.

### **Insured Person**

The domestic helper named in the Schedule who is legally employed by the

Insured and who is eligible for and covered by the insurance provided in this Policy.

### **Medical Practitioner**

A registered medical practitioner under Medical Registration Ordinance, (Chapter 161 of the Laws of Hong Kong), other than the Insured or a Family Member, qualified by degree in western medicine, legally licensed and duly qualified in the geographical area of his/her practice to render medical and surgical services.

### **Period of Insurance**

The period specified in the Schedule and any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.

### **The Company**

Dah Sing Insurance Company Limited.

### **The Insured/You**

The person named in the Schedule who is the legal employer of the Insured Person.

### **The Ordinance**

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

### **The Schedule**

The schedule attached to and incorporated in this Policy of Insurance.

### **Waiting Period**

A 90-day waiting period from the effective date of this insurance for each Insured Person during which no benefit shall be payable to claim in relation to heart disease or cancer. For any other claims, a 14-day waiting period shall be applied during which no benefit shall be payable.

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not apply to any event which is caused directly or indirectly by or which results from:-

- 1) (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or  
(b) any act of terrorism including but not limited to:-
  - i) the use or threat of force, violence; and/or
  - ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents;by any persons or groups of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or  
(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above;
- 2) any of the following occurrences, namely:

**IMPORTANT** - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

**重要事項** - 當收到這份保險單時，請仔細閱讀保單內容，並且提出任何必需的修訂。

- (a) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
  - (b) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person; or
  - (c) the destruction of property by order of any public authority;
- 3) (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and for the purpose of this exclusion "combustion" shall include any self-sustaining process of nuclear fission; or
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
  - (c) nuclear weapon material, any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- 4) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereof while sane or insane;
- 5) childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by Accident;
- 6) intoxication by alcohol, narcotics or drugs not prescribed by a Medical Practitioner and treatment in connection with drugs or alcohol;
- 7) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC), howsoever this syndrome has been acquired or may be named;
- 8) for the purpose of benefit under Sections (2), (3), (4) and (6), no benefit shall be payable for Bodily Injury, Sickness or Disease sustained prior to the inception of the Insured Person's insurance and resulting in the Insured Person having received medical treatment, diagnosis, consultation or prescribed drugs within three (3) consecutive months immediately before the inception of the Insured Person's insurance which Bodily Injury, Sickness, or Disease is hereinafter referred to as "Pre-existing Condition";
- 9) existence, mining, handling, processing, manufacture, sale, distribution, storage or use of asbestos, asbestos products and/or products containing asbestos;
- 10) unless otherwise specified in the Schedule, no coverage shall be provided for any Insured Person who are not aged between eighteen (18) and sixty-five (65) during the Period of Insurance.

#### **Provisions:**

**To General Exclusions (1) and (2):** In any action, suit, or other proceeding where the Company alleges that by reason of Exclusion (1) or (2), any loss, destruction, damage, or expense is not covered by this insurance, the burden of proving that such loss, destruction, damage, or expense is covered shall be upon the Insured.

**To General Exclusion (2):** The Company is not relieved of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this Policy.

**To General Exclusion (8):** For the purpose of benefit under Sections (2), (3), (4), and (6), if no medical treatment, diagnosis, consultation or prescribed drugs is received by the Insured Person on a Pre-existing Condition for a period of three (3) consecutive months after the inception of the Insured Person's insurance, benefits under Sections (2), (3), (4) and (6) shall thereafter become effective.

## **SECTION (1) EMPLOYEES' COMPENSATION COVER**

If any Insured Person in the Insured's immediate employ shall sustain Bodily Injury or death by Accident occurring or Disease contracted during the Period of Insurance within the Geographical Area and arising out of and in the course of her employment by the Insured, the Company will subject to

the Policy Limit of Indemnity and to the terms, exclusions and conditions contained in or endorsed on the Policy (all of which are hereinafter collectively referred to as "the Terms of this Policy") indemnify the Insured against his legal liability in respect of such Bodily Injury or death under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured with the Company's written consent in connection therewith

Provided that in the event of any change to the Ordinance during or subsequent to the Period of Insurance altering the legal liability of the Insured under the Ordinance the liability of the Company under this Policy shall be limited to such sums as the Company would have been liable to pay if the Ordinance had remained unaltered.

The Company will also in the event of the death of the Insured indemnify the Insured's legal personal representatives in the Terms of this Policy in respect of liability incurred by the Insured provided that such legal personal representatives shall as though they were the Insured observe fulfill and be subject to the terms of this Policy in as far as they can apply.

### **Policy Limit of Indemnity**

(a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to HK\$100,000,000 irrespective of the number of Insured Persons who may sustain Bodily Injury or death consequent on or attributable to the same occurrence of Accident or Disease.

(b) In relation to any liability of the Insured in respect of a Disease contracted by an Insured Person due to the nature of her employment with the Insured which nature of employment applies during a period that extends over more than one policy Period of Insurance:

(i) the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses shall not exceed the limit of indemnity of the insurance policy that was in force at the time the nature of the Insured Person's employment to which such Disease was due first affected the Insured Person; and

(ii) subject to the limitation of paragraph (b)(i) hereof, the Company's indemnity to the Insured under this Policy including costs and expenses incurred by or on behalf of the Insured shall be limited to such proportion of the Insured's liability in respect of such Disease as that part of the Insured Person's period of employment falling within the Period of Insurance of this Policy bears to the total period of her employment to the nature of which such Disease was due.

(c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.

(d) At any time after the occurrence of any Accident or Disease giving rise to a claim against the Insured for which indemnity is provided under this Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not hereafter be responsible for any compensation, damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

### **Terrorism Clause/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 17<sup>th</sup> April 2002 between the Government and the Company under which the Government agreed to make available to the Company and other direct insurance companies authorised 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 Bodily Injury arising out of an event of terrorism ("the Facility Agreement")\*;
- (b) the Company will only be required to make payment after it has received from the Government (i) an approval letter confirming that the Company should settle the claim and (ii) payment under the Facility Agreement; and
- (c) for the avoidance of doubt, the Company shall have no obligation to make payment if for whatever reason it does not receive payment from the Government under the Facility Agreement, whether or not due to the Government's contention that the Loss does not fall within the scope of the Facility Agreement or the Company's breach of the Facility Agreement or the Loss 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 organisation or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

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

In the event any part of this 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 the Policy.

\* A copy /extract of the Facility Agreement is available upon request

### **Exclusions applicable to Section (1)**

The Company shall not be liable in respect of:

- (1) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (2) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (3) any liability arising from Pneumoconiosis or Mesothelioma or Noise-Induced Deafness ("Pneumoconiosis" has the same meaning as assigned to that expression in the Pneumoconiosis and Mesothelioma (Compensation) Ordinance (Chapter 360 of the laws of Hong Kong) and "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));
- (4) the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- (5) any late payment, surcharge, fines, penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- (6) any Bodily Injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings.

## **SECTION (2): CLINICAL EXPENSES COVER**

In the event the Insured Person requires medical treatment from a clinic for Bodily Injury or Sickness, the Company will pay the actual, necessary and reasonable expenses incurred (after deduction of any sums recovered or recoverable from all other sources):

- i) upto HK\$150 per visit per day where treatment is received from a Medical Practitioner;
- ii) upto HK\$100 per visit per day upto a maximum of HK\$500 during the Period of Insurance where treatment is received from a licensed or registered bonesetter or physiotherapist;
- iii) subject to paragraph (ii), the maximum amount payable under this Section shall not exceed HK\$4,500 during the Period of Insurance.

Waiting Period is applicable to this Section.

## **SECTION (3): SURGICAL AND HOSPITALISATION EXPENSES COVER**

In the event the Insured Person is confined in a Hospital as a patient for surgery or treatment of Bodily Injury or Sickness, the Company will pay the actual, necessary and reasonable expenses incurred:

- a) upto HK\$300 per day for room and board and other Hospital miscellaneous services;
- b) upto HK\$10,000 per surgical operation;
- c) for use of anesthesia and its administration, a further amount upto 25% of the actual amount paid or payable under (b) above;
- d) for use of the operating theatre, a further amount upto 12.5% of the actual amount paid or payable under (b) above.

The maximum amount payable under this Section during the Period of Insurance is HK\$30,000.

Waiting Period is applicable to this Section.

### **Exclusions applicable to Section (2) and Section (3)**

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

- 1) nervous or mental disease or disorder, venereal disease, congenital anomalies and deformities, infertility or sterilisation;
- 2) rest cure or physical check-ups;
- 3) cosmetic or plastic surgery unless to correct an injury for which this Policy covers;
- 4) vaccinations, immunisation, injections or preventive medication.

## **SECTION (4): DENTAL EXPENSES COVER**

In the event that the Insured Person requires oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental Disease, the Company will pay two-thirds of the actual, necessary and reasonable expenses incurred upto a maximum of HK\$1,500 during the Period of Insurance, provided that such treatment is received from a legally qualified and registered dentist.

Waiting Period is applicable to this Section.

### **Exclusions applicable to Section (4)**

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

- 1) any routine examination, scaling, polishing or cleaning and crowning;
- 2) use of any bridges, braces and dentures.

## **SECTION (5): REPATRIATION EXPENSES COVER**

In the event the Insured Person suffers Bodily Injury or serious Sickness and has been certified to be medically unfit to continue employment with the Insured, the Company will pay the actual, necessary and reasonable expenses incurred in repatriating the Insured Person to her home country.

In case of death of the Insured Person, the Company will pay for the costs of repatriation of mortal remains.

The maximum amount payable under this Section is HK\$20,000 during the Period of Insurance.

Waiting Period is applicable to this Section.

#### **Exclusion applicable to Section (5)**

The Company shall not be liable in respect of any repatriation or transportation of mortal remains originating from outside Hong Kong unless benefit under Section (1) is also payable.

#### **SECTION (6): SERVICE INTERRUPTION COVER**

If the Insured Person is confined in a Hospital as an in-patient for over 24 hours for surgery or treatment of Bodily Injury or Sickness causing loss or interruption of service to the Insured, the Company will pay the Insured HK\$200 for each day of confinement of the Insured Person. The maximum amount payable is HK\$6,000 during the Period of Insurance.

Waiting Period is applicable to this Section.

#### **Exclusions applicable to Section (6)**

Section (6) under this Policy does not apply to any event which is caused directly or indirectly by or which results from:

1. nervous or mental Disease or disorder, venereal disease, congenital anomalies and deformities, infertility or sterilisation;
2. rest cure or physical check-ups;
3. cosmetic or plastic surgery unless to correct an injury which this Policy covers;
4. vaccinations, immunisation, injections or preventive medication.

#### **SECTION (7): FIDELITY GUARANTEE COVER**

The Company will pay the Insured's and/or any Family Member's pecuniary loss directly resulting from the act of fraud or dishonesty committed by the Insured Person provided that:

- i) the act of fraud or dishonesty must be committed during the Period of Insurance;
- ii) the act of fraud or dishonesty must be discovered during the Period of Insurance or within 30 days after the Policy expiry or within 30 days after death, dismissal or expiry of the employment contract of the Insured Person, whichever is the sooner;
- iii) moneys due by the Insured and/or the Family Member to the Insured Person shall be deducted from any amount otherwise payable under this Benefit;
- iv) discovery of any act of fraud or dishonesty must be reported to the Hong Kong Police within 24 hours;
- v) it is the duty of the Insured and/or the Family Member to prove that his/her pecuniary loss is a direct result of the act of fraud or dishonesty committed by the Insured Person;
- vi) the maximum amount payable is:
  - a) HK\$3,000 for unauthorised telephone calls;
  - b) HK\$10,000 during the Period of Insurance inclusive of (a) above.

#### **SECTION (8) REPLACEMENT DOMESTIC HELPER EXPENSES COVER**

In the event that the Insured Person is repatriated or her mortal remains is returned to her home country due to serious Bodily Injury, Disease/Sickness or death and a valid claim is payable under "Section (5) Repatriation Expenses Cover", the Company will pay the actual, necessary, reasonable

and irrecoverable administrative expenses (except salary) incurred by the Insured in hiring a replacement domestic helper.

The maximum amount payable under Section (8) is HK\$5,000 during the Period of Insurance.

#### **SECTION (9): REPLACEMENT LOCK COVER**

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

- a) serious Sickness or Bodily Injury or death of the Insured Person resulting in repatriation and a valid claim is payable under "Section (5) Repatriation Expenses Cover"; or
- b) discovery of any act of fraud or dishonesty committed by the Insured Person and a valid claim is payable under "Section (7) Fidelity Guarantee Cover".

Provided that:

- i) the replacement and installation of the said lock must be undertaken within seven (7) days after the termination of the employment contract; and
- ii) sufficient supporting documents for the termination of employment contract to the satisfaction of the Company must be rendered;
- iii) medical report for (a) or police report for (b) must be provided to the Company; and
- iv) the maximum amount payable under this Section is HK\$500 during the Period of Insurance.

#### **SECTION (10): MEDICAL EXPENSES COVER FOR ABUSE OF THE INSURED OR FAMILY MEMBERS**

In the event that the Insured and/or any Family Member sustains Bodily Injury caused by intentional malicious act of the Insured Person in Hong Kong, the Company will pay the actual, necessary and reasonable medical expenses incurred by the Insured and/or the Family Member, provided that the incident is reported to the Hong Kong Police and a medical report is filed.

The maximum amount payable under this Section is HK\$5,000 during the Period of Insurance.

#### **SECTION (11): PERSONAL LIABILITY COVER**

The Company will indemnify the Insured in respect of all sums which the Insured Person shall become legally liable to pay consequent upon

- a) Accidental death or Bodily Injury including illness of any person;
- b) Accidental loss of or damage to any property occurring in Hong Kong during any Period of Insurance

PROVIDED THAT the liability of the Company under this Policy for all sums payable including all costs and expenses of litigation to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributed to one source or original cause shall not exceed HK\$100,000 in any one Accident and during the Period of Insurance.

The first HK\$500 of each and every claim in respect of property damage under this Section is not covered.

#### **SECTION (12): PERSONAL ACCIDENT COVER**

In the event the Insured Person sustains Bodily Injury during her rest days and such Bodily Injury is not covered by the Ordinance resulting in Accidental death or permanent disablement occurring within 12 months from the date of such Accident, the following compensation shall be payable to the Insured Person or, in the case of death, to his legal personal representative:

Accidental death or total permanent disablement	HK\$100,000
Loss of or permanent total loss of use of two or more limbs	HK\$100,000
Loss of sight of both eyes	HK\$100,000
Loss of or permanent total loss of use of one limb and loss of sight of one eye	HK\$100,000
Loss of or permanent total loss of use of one limb	HK\$50,000
Loss of sight of one eye	HK\$50,000

Loss of limb shall mean physical severance of a hand or foot at or above the wrist or ankle or an arm or leg at or above the elbow or knee.

Loss of sight shall mean entire and irrecoverable loss of all sight.

The maximum amount payable under this Section is HK\$100,000 during the Period of Insurance.

### Exclusions applicable to Section (12)

Section (12) under this Policy does not apply to any event which is caused directly or indirectly by or which results from:

- 1) Bodily Injury occurring outside the rest days of the Insured Person;
- 2) the Insured Person engaging in or taking part in driving or riding in any kind of race or in any underwater activities involving the use of breathing apparatus.

### CONDITIONS

#### 1) Conditions Precedent of Liability

The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by the Insured; and the truth of the statements and answers in the Proposal and Declaration shall be conditions precedent to any liability of the Company to make payment or to provide indemnity under this Policy.

#### 2) No Duplication of Claims Settlements

Bodily Injury or Sickness of the Insured Person that is subject of a claim and recovered from this insurance under Section (1) hereof, unless otherwise specified, shall not be recoverable again under any other Section of this insurance.

#### 3) Notices

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company and in the case of notice or communication to the Insured to his correspondence address specified in the Schedule.

#### 4) Jurisdiction Clause

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

#### 5) Avoidance of certain terms and right of recovery

If the Company is obliged by the Ordinance to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company.

#### 6) Claims Prevention

The Insured and the Insured Person shall take all reasonable precautions to prevent Accidents and Disease and shall comply with all statutory obligations.

#### 7) Fraud

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

#### 8) Assignment

No assignment of interest under this Policy shall bind the Company unless the written consent of the Company is first obtained and endorsed hereon.

#### 9) Change in Risk

The Insured shall give immediate written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the Period of Insurance including notice of any Disease physical or mental defect or infirmity affecting the Insured Person.

#### 10) Change of Insured Person

During the Period of Insurance, any new Insured Person replacing an existing Insured Person named in the Schedule shall be entitled to the same insurance benefits but where the insurance benefit under any Insurance Section is subject to a maximum limit for the Period of Insurance and where claims have already been paid under the Section in respect of the existing Insured Person, the amount of the insurance benefit under the Section available to the new Insured Person shall be reduced to the extent of claims already paid in respect of the existing Insured Person.

#### 11) Claims Settlement

##### (a) Claims Notification

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

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

The Insured shall also give the Company notice in writing immediately after the Insured becomes aware of any intention to prosecute the Insured, any impending prosecution, inquest or fatal inquiry in connection with any occurrence which may give rise to a claim under this Policy. Every letter, claim, writ, summons and process shall be forwarded to the Company immediately on receipt.

##### (b) Claims Control by the Company

The Company shall be entitled upon notice to the Insured to take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured. In that event:

- (i) the Insured shall provide all such information and assistance and forward all such documents and other records to the Company for the conduct of such claim demand or proceedings as the Company in its discretion may from time to time require; and
- (ii) the Insured shall not without the written consent of the Company incur any expenditure in connection with any such claim demand or proceedings or make any payment admission offer or enter into any settlement whatsoever.

##### (c) Other Insurance (Not applicable to Section (12) Personal Accident Cover)

If at the time a claim is made by the Insured under this Policy there is any other insurance covering the same liability the Company shall not be liable to pay or contribute more than its ratable proportion of any such claim and costs and expenses in connection therewith.

##### (d) Waiver of Claims

The Insured shall not become a party to any arrangement the effect of which is that the Insured waives any claim or whereby any such claim is limited or qualified in any way which claim the Insured would otherwise have against any person in respect of or arising out of any occurrence resulting in liability on the part of the Insured for which indemnity is provided by this Policy.

##### (e) Subrogation

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured any claim for damages, costs, indemnity, contribution, or otherwise against any person who may be liable to the Insured in respect of any liability on the part of the Insured for which indemnity is provided by this Policy and shall have full discretion in the conduct of any such proceedings and in the settlement of any such claim. The Insured shall give all such information and assistance as the Company may from time to time require and execute any necessary documents for the purpose of vesting such rights in the Company. Any moneys recovered pursuant to the exercise of such rights shall be applied firstly for the benefit of the Company to the extent of

the amount paid by the Company in respect of any claim including any costs and expenses paid or incurred by the Company and costs and expenses incurred in prosecuting such recovery action.

12) Proof of Loss

It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his own expenses furnish to the Company such certificate information and evidence as the Company may from time to time reasonably require in the form and of the nature described by the Company. The Company shall be allowed at its own expenses upon reasonable notice to the Insured to have a medical examination of the Insured Person from time to time or in the case of death of the Insured Person upon reasonable notice to the Insured Person's legal personal representative to have a post-mortem examination of the body.

The death of the Insured Person shall be established by an official death certificate.

13) Cancellation

The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and the Company will refund to the Insured the proportionate part of any premium paid in respect of the unexpired Period of Insurance.

The Insured may at any time cancel this Policy by delivering to the Company a notice in writing whereupon the Company shall refund the Insured all the unused part of any premium paid in respect of the unexpired Period of Insurance calculated at the customary short period rate subject to a minimum and non-refundable premium of HK\$300.

14) Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

15) Governing Law

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

companies from the insurance industry.

4. Under the Ordinance, You have the right to obtain access to any records containing your personal information and You also have the right to request the correction of any of your personal information which is inaccurate within such records. Request for access to or correction of your personal information held by the Company can be made in writing to the Data Protection Officer of Dah Sing Insurance Company Limited.

5. The Company intends to use or has used your personal information to provide You with information on other services and products of the Company. If You do not wish to receive any such information, You are required to inform the Company in writing to the Data Protection Officer of Dah Sing Insurance Company Limited.

The Data Protection Officer  
Dah Sing Insurance Company Limited.

13/F., Island Place Tower,  
510 King's Road, North Point,  
Hong Kong.  
Tel: 28085000  
Fax: 25988008

**附錄：致各客戶有關個人資料(私隱)條例("條例")通知書**

1. 台端在投保書、在與本保單有關的其他文件中和在有關本保單的任何性質的索償中所提供與本公司的資料，以及該等被更改、變更或刪除的資料("個人資料")，可能或將會為本公司所持有、使用或公開於與本保單有關的事宜，於其他與保險有關的產品，於有關本保單的任何性質的索償和由此而導致的法律訴訟。本公司亦有可能將台端的個人資料轉移予本公司有關的機構、其他在本港或海外經營有關保險業務的公司、任何現存或不時成立的協會或保險公司聯會。
2. 除上述用途外，本公司會把台端的個人資料保密。
3. 本公司有權查閱任何保險公司聯會所收集有關台端的個人資料及/或將台端的個人資料與任何保險公司聯會所收集的資料核實。
4. 根據有關條例，台端有權查閱任何載有台端的個人資料的記錄。台端亦有權要求更正任何載於此等記錄之不準確個人資料。如欲查閱或修改本公司有關台端個人資料的記錄，請用書面形式向大新保險有限公司資料保護主任提出。
5. 為了使本公司能夠向台端提供本公司其他服務和產品的資訊，本公司正準備或已經採用台端的個人資料。如台端不欲收取該資訊，閣下必須用書面形式通知大新保險有限公司資料保護主任。

資料保護主任  
大新保險有限公司

香港北角英皇道510號  
港運大廈十三樓  
電話: 28085000  
傳真: 25988008

**APPENDIX: NOTICE TO CUSTOMERS RELATING TO THE PERSONAL DATA (PRIVACY) ORDINANCE ("THE ORDINANCE")**

1. The information which You have provided to the Company in the Proposal form and in any other documents in relation to this Policy and in relation to any claims of whatsoever nature made under this Policy and the alternations, the variations or cancellation of any such information ("personal information") may be or would be held, used or disclosed in connection with this Policy or any other insurance related product or in connection with any claims of whatsoever nature made under this Policy and legal proceedings arising therefrom by the Company and may be transferred to any related company or to any other company carrying on insurance related business in or from Hong Kong or to any association or federation of insurance companies that exists or is formed from time to time.
2. Your personal information will be kept confidential by the Company save and except for the purposes referred to hereinabove.
3. The Company is hereby authorised to obtain access to and/or to verify any of your data with information collected by any federation of insurance