

## HelperSurance Policy 3.0

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 the Company named above (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 personal representative in the manner and to the extent provided for in the respective Sections specified in the Schedule, in respect of events occurring during the Period of Insurance, or any subsequent period for which the Insured shall have paid and the Company shall have accepted the required Premium.

### Definitions

**The Company/We/us** means: -  
MSIG Insurance (Hong Kong) Limited.

**The Insured** means: -  
As named in the Schedule.

**Insured Person** means: -  
The domestic employee(s) named in the Schedule who is legally employed by the Insured and is eligible for and covered by the insurance provided in this Policy.

**The Ordinance** means: -  
Employees' Compensation Ordinance (Chapter 282 of the laws of the Hong Kong Special Administrative Region).

**Period of Insurance** means: -  
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.

**Hospital** means: -  
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 hour a day nursing services by registered graduate 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.

**Bodily Injury** means: -  
Injury to the Insured Person caused solely and directly by violent accidental external and visible means and which are independent of any other cause and not by sickness, disease or gradual physical or mental wear and tear.

**Disease** means: -  
A disease contracted by the Insured Person as a result of his exposure to the nature of his employment with the Insured. Such exposure may extend over a period of time and part of which period may fall outside the Period of Insurance under this Policy.

### General Exclusions applicable to ALL sections

This Policy does not cover:

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

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

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

- 2) any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
  - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
  - (v) any chemical, biological, bio-chemical, or electromagnetic weapon.
- 3) any claim arising from intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereof whether sane or insane;
- 4) any claim arising from childbirth, pregnancy, miscarriage, abortion and all complications in connection therewith notwithstanding that such event may have been accelerated or induced by accident;
- 5) any claim arising from intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner and treatment in connection with drugs or alcohol;
- 6) any claim arising from HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused;

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

- 7) any claim arising from pre-existing condition for which the Insured Person had received medical treatment, diagnosis, consultation or prescribed drugs prior to this Period of Insurance. For the purpose of Sections 2, 3, 4 and 5, no benefits shall be payable for Bodily Injury, sickness or disease sustained prior to inception of the Insured Person's insurance and resulting in medical treatment received within three (3) consecutive months immediately before inception of the Insured Person's insurance, it being understood that if no medical treatment is incurred on such Bodily Injury, sickness or disease within three (3) consecutive months immediately after inception of the Insured Person's insurance, benefits under these Sections shall subsequently become effective;
- 8) all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
- (i) asbestos, or
  - (ii) any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
- 9) any Insured Persons who are not aged between 16 and 65 during the Period of Insurance unless otherwise agreed and specified in the Schedule.

## Section 1) EMPLOYEES' COMPENSATION COVER

If any Insured Person in the Insured's immediate employ shall sustain Bodily Injury or death by Accident or Disease occurring during the Period of Insurance within the Geographical Area and arising out of and in the course of his/her employment by the Insured.

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

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

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

### Policy Limit of Indemnity

- (a) In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company's indemnity to the Insured including costs and expenses incurred by or on behalf of the Insured with the Company's written consent shall in the aggregate be limited to HK\$100,000,000 irrespective of the number of Insured Person 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 his/her employment with the Insured during a period that extends over more than one policy Period of Insurance:
  - (i) the aggregate of the Company's indemnity to the Insured under all insurance policies including costs and expenses incurred by or on behalf of the Insured shall not exceed the limit of indemnity of the

insurance policy that was in force at the time the nature of the Insured 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 his/her employment to the nature of which such Disease was due.
- (c) If the occurrence of any Accident or Disease results in indemnity hereunder to more than one Insured, the limitations of the Company's liability specified in paragraphs (a) and (b) hereof shall apply to the aggregate of indemnity to all Insureds.
- (d) At any time after the occurrence of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Policy the Company may pay to the Insured the full amount of the Company's liability specified in paragraph (a) or (b) hereof (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and shall relinquish the conduct of any defence settlement or proceedings relating to such claim or claims and shall not thereafter be responsible for any compensation damages or costs in respect thereof or for any costs or expenses whatsoever incurred by the Insured after the Company shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of the Company in connection therewith or of the Company relinquishing such conduct.

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

For the purpose of the above an act of terrorism means the use of force or violence or other means or the threat thereof, of any person or persons, whether acting alone or on behalf of or in connection with any organization or government, for political, religious, or ideological purposes with an intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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

### Geographical Area

Worldwide excluding USA and Canada.

### Exclusions applicable to Section 1

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

- (1) any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (2) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party;
- (3) any liability arising from Pneumoconiosis or Noise-Induced Deafness ("Noise-Induced Deafness" has the same meaning as assigned to that expression in the Occupational Deafness (Compensation) Ordinance (Chapter 469 of the laws of the Hong Kong Special Administrative Region). "Pneumoconiosis" has the same meaning as assigned to that expression in the Pneumoconiosis (Compensation) Ordinance (Chapter 360 of the laws of the Hong Kong Special Administrative Region).);
- (4) the Insured's liability to any person who is not an employee of the Insured within the meaning of the Ordinance;
- (5) any late payment surcharge fines penalties or punitive aggravated or exemplary damages for which the Insured may become liable under the Ordinance or independently of the Ordinance;
- (6) any injury by Accident or Disease where the Company has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable the Company to be added as a party to the proceedings;
- (7) any injury by accident or disease sustained in the USA or Canada.

### Section 2) CLINICAL EXPENSES

In the event the Insured Person requires medical treatment from a clinic for Bodily Injury or sickness, the Company will pay the necessary and reasonable expenses actually incurred (after deduction of any sums recovered or recoverable from all other sources) up to HK\$150 per visit per day for each Insured Person during the Period of Insurance, provided such treatment is received from a legally qualified and registered medical practitioner.

The Company will also pay the necessary and reasonable expenses actually incurred for treatment by bonesetter up to HK\$100 per visit per day and up to a maximum of HK\$500 per year for each Insured Person during the Period of Insurance, provided that such treatment is received from a licensed or registered bonesetter.

Total maximum amount payable under this Section for each Insured Person is HK\$3,000 per year during the Period of Insurance.

### Section 3) SURGICAL AND HOSPITALISATION EXPENSES

In the event the Insured Person while being a patient is confined in a hospital for surgery or treatment of Bodily Injury or sickness during the Period of Insurance, the Company will pay the necessary and reasonable expenses actually incurred up to:

- a) HK\$300 per day for room and board and other miscellaneous hospital services;
- b) HK\$10,000 per surgical operation;
- c) 25% of the amount payable under b) above for anaesthesia and its administrations;
- d) 12.5% of the amount payable under b) above for use of the operating theatre.

The maximum amount payable under this Section for each Insured Person is HK\$30,000 per year during the Period of Insurance.

### Section 4) SERVICE INTERRUPTION COVER

If the Insured Person is confined in a hospital for more than one day as an in-patient for surgery or treatment of Bodily Injury or sickness causing loss or interruption of service to the Insured during the Period of Insurance, the Company will pay the Insured HK\$200 for each day of confinement. The maximum amount payable under this Section for each Insured Person is HK\$6,000 per year during the Period of Insurance.

### Exclusions applicable to Section 2, Section 3 and Section 4

Section 2, Section 3 and Section 4 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, sterilization, heart disease or cancer;
- 2) rest-cure or physical check-up;
- 3) cosmetic or plastic surgery unless to correct an injury for which this Policy covers;
- 4) vaccinations, immunisation, injections or preventive medication;
- 5) outside the territorial limits of the Hong Kong Special Administrative Region.

### Section 5) DENTAL EXPENSES

In the event the Insured Person requires oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease during the Period of Insurance, the Company will pay two-thirds of the necessary and reasonable expenses actually incurred, provided such treatment is received from a legally qualified and registered dentist.

The maximum amount payable under this Section for each Insured Person is HK\$1,500 per year during the Period of Insurance.

### Exclusions applicable to Section 5

Section 5 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) cost of any bridges, braces and dentures;
- 3) outside the territorial limits of the Hong Kong Special Administrative Region.

### Waiting Period

A 14-day waiting period from the effective date of the insurance shall be applicable under Section 2) Clinical Expenses, Section 3) Surgical & Hospitalisation Expenses, Section 4) Service Interruption Cover and Section 5) Dental Expenses for each Insured Person during which no benefit shall be payable.

### Section 6) PERSONAL ACCIDENT BENEFITS

In the event the Insured Person sustains Bodily Injury during his or her rest days and during the Period of Insurance 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:

Accidental death	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 elbow or knee.

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

The maximum amount payable under this Section for each Insured Person is HK\$100,000 per year during the Period of Insurance.

### **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) 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;
- 3) outside the territorial limits of the Hong Kong Special Administrative Region.

### **Section 7) REPATRIATION EXPENSES**

The Company will pay the necessary and reasonable expenses actually incurred in repatriating the Insured Person or his/her mortal remains to the country of residence for the Insured's contractual liability to repatriate the Insured Person before the expiry of the Insured Person's term of employment under the following circumstances and conditions:

- (i) in the event of serious sickness or Bodily Injury resulting in the Insured Person being certified by a legally qualified and registered medical practitioner as medically unfit to complete the term of contract of employment with the Insured provided that such repatriation shall be on a scheduled flight (economy class) and such repatriation shall include any transportation costs for ambulance transfer to and from the airport.
- (ii) in the event of the Insured Person's death and such repatriation expenses shall include the Insured Person's post-mortem treatment and transportation of mortal remains to the airport nearest to the place of burial in the country of residence.

The maximum amount payable under this Section for each Insured Person is HK\$20,000 per year during the Period of Insurance.

### **Section 8) REPLACEMENT HELPER EXPENSES**

The Company will pay the necessary and reasonable expenses (except salary) actually incurred by the Insured to employ a new domestic employee in the event that the Insured repatriates the Insured Person or returns his/her mortal remains to his/ her country of residence and a valid claim is payable under Section 7 "Repatriation Expenses" of this Policy.

The maximum amount payable under this Section for each Insured Person is HK\$3,000 per year during the Period of Insurance.

### **Exclusion applicable to Section 7 & 8**

The Company shall not be liable in respect of any repatriation or transportation of mortal remains originating outside the Hong Kong Special Administrative Region.

### **Section 9) FIDELITY GUARANTEE COVER**

The Company will pay the Insured'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 employment contract of the Insured Person, whichever is the sooner;
- iii) moneys due by the Insured 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 Police within 24 hours;
- v) it is the duty of the Insured 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 for each Insured Person is
  - a) HK\$3,000 for unauthorised telephone calls per year during the Period of Insurance
  - b) HK\$10,000 per year during the Period of Insurance inclusive of a) above.

### **Section 10) REPLACEMENT AND INSTALLATION COST OF MAIN DOOR LOCK OR METAL GATE LOCK**

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

- 1) discovery of any act of infidelity of the Insured Person and a valid claim is payable under Section 9 "Fidelity Guarantee Cover" of this Policy; or
- 2) serious sickness or Bodily Injury or death of the Insured Person resulting in repatriation and a valid claim is payable under Section 7 "Repatriation Expenses" of this Policy

provided that the replacement and installation of the main door lock or metal gate lock must be undertaken within 7 days after the termination of employment contract and sufficient supporting documents of the termination of employment contract must be rendered and Police report (for 1) or medical report (for 2) must be provided to the Company.

The maximum amount payable under this Section for each Insured Person is HK\$500 per year during the Period of Insurance.

### **Section 11) AUTOMATIC EXTENSION OF COVER**

The cover under this Policy will be automatically extended for a period equivalent to the period during which the Insured has no domestic employee service provided by the Insured Person as a result of the termination of employment contract with the Insured Person during the Period of Insurance.

The period of extension shall be calculated from the date of termination of employment contract of an existing Insured Person to the date of employment of the first new domestic employee after such termination.

The maximum period of extension is 3 months per year during the Period of Insurance, and the extension of cover entitled under this Section shall not be executed more than once a year during the Period of Insurance.

The Insured shall provide the Company an evidence of termination of employment contract with the existing Insured Person and declare to the Company the date of termination of employment contract of the existing Insured Person and the date of employing the first new domestic employee.

The "Automatic Extension of Cover" benefit shall be effective only if the termination of employment of an existing Insured Person and the first replacement fall within the Period of Insurance.

### **Conditions**

#### **1) Conditions Precedent to Liability**

The due observance and fulfillment of the Terms of this Policy in so far as they relate to anything to be done or not to be done or to be complied with by the Insured, and the truth of the statements 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) 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/her address specified in the Schedule.

#### **3) 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.

**4) 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.

**5) Claim Prevention**

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

**6) 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.

**7) 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.

**8) 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.

**9) Change in 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 Benefits less any amount already paid in respect of loss or damage sustained by the existing Insured Person.

**10) 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 submitted with the claim form to the Company for reimbursement.

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

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

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

- (i) the Insured shall provide all such information and assistance 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 6 "Personal Accident Benefits")**

If at the time any claim arises under this Policy there be any other insurance indemnifying any Insured who is entitled to be indemnified under this Policy, this Policy is not to be called on in contribution and, subject to the Policy Limit of Liability, is only to pay any amount under this Policy if and so far as such amount is not covered by any indemnity under other insurance.

**(d) Waiver of Claims**

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

**(e) Subrogation**

The Company shall be entitled at its sole discretion to prosecute in the name of the Insured regarding 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.

**11) Proof of Loss**

It is a condition precedent to any liability of the Company under this Policy that the Insured shall at his/her own expense 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 expense 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 upon reasonable notice to the Insured Person's legal personal representative to have a post-mortem examination of the body.

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

Any claim arising from death of the Insured Person shall be payable to the Insured Person's legal personal representative.

**12) Cancellation**

The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his/her 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 to the Insured the unused part of any premium paid in respect of the unexpired Period of Insurance calculated at the customary short period rate subject to the minimum premium.

**13) 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.

**14) Governing Law**

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

## Appendix: Notice to customers relating to the Personal Data (Privacy) Ordinance ("the Ordinance")

MSIG Insurance (Hong Kong) Limited ("MSIG", "we" or "us") would ask that you take the time to read this privacy policy carefully. In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

### **PRIVACY POLICY**

MSIG takes your privacy very seriously. To ensure your personal information is secure, we communicate and enforce our privacy and security guidelines according to the relevant laws and regulations. MSIG takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorised access, disclosure, alteration, and destruction. Furthermore, we will not sell your personal information to anyone for any purposes. MSIG imposes very strict sanction control and only authorised staff on a need-to-know basis are given access to or will handle your personal data, and we provide regular training to our staff to keep them abreast of any new developments in privacy laws and regulations.

We will only retain your personal data in our business records for as long as it is necessary for business and tax purposes as permitted by the laws. We will require our agent, contractor or third party who provides administrative or other services on our behalf to protect personal data they may receive in a manner consistent with this policy. We do not allow them to use such information for any other purposes. If you have any questions or inquiries regarding our privacy policy, please feel free to contact us.

We may amend this Privacy Policy at any time and for any reason. The updated version will be available by following the 'Privacy Policy' link on our website homepage at [www.msig.com.hk](http://www.msig.com.hk). You should check the Privacy Policy regularly for changes.

### **Personal Information Collection Statement**

Personal information is data that can be used to uniquely identify or contact a single person. As our customers, it is necessary from time to time for you to supply us with your personal data in relation to the general insurance services and products ("the Product") that we provide to you and in order for us to deliver and improve the customer service. This includes but not limited to the personal data contained in the proposal form or in any documents in relation to the Product or any claim made under the Product.

Your personal data may be used for **obligatory purpose** or **voluntary purpose**. If personal data are to be used for an obligatory purpose, you **MUST** provide your personal data to MSIG if you want MSIG to provide the Product. Failure to supply such data for obligatory purpose may result in MSIG being unable to provide the Product.

The **obligatory purposes** for which your personal data may be used are as follows:-

- processing and evaluating your insurance application and any future insurance application you may make;
- our daily operation and administration of the services and facilities in relation to the Product provided to you;
- variation, cancellation or renewal of the Product;
- invoicing and collecting premiums and outstanding amounts from you;
- assessing and processing claims in relation to the Product and any subsequent legal proceedings;
- exercising any right of subrogation by us;
- contacting you for any of the above purposes;
- other ancillary purposes which are directly related to the above purposes; and
- complying with applicable laws, regulations or any industry codes or guidelines.

The **voluntary purposes** for which your personal data may be used are any sales, marketing, promotion of other general insurance services and products provided by MSIG. The personal data we intend to use for voluntary purposes are your name, your address, your phone number and email address. We cannot use your personal data for voluntary purposes without your consent.

If you do not wish MSIG to use your personal data for the voluntary purposes listed above,  you should tick the box on the right and send us a copy of this Notice at the address listed below together with the required information which are necessary for us to process your opt-out request. You may also notify us by sending an email to 'dpo@hk.msg-asia.com'. In your notification, you must supply the same required information as listed below.

<b>To enable us to process your opt-out request, please provide us below information and send to: The Data Protection Officer at 9/F, Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.</b>	
<b>Full Name:</b>	
<b>Contact Number:</b>	
<b>HKID Number:</b>	<i>(for identification purpose)</i>
<b>Policy / Certificate / Acknowledgement Number (if you have one):</b>	
<b>NOTE: This instruction will override all previous instructions relating to direct marketing that have been given to MSIG.</b>	

In connection with any of the above purposes, the personal data that we have collected might be transferred to:

- third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);
- in the event of a claim, loss adjudicators, claims investigators and medical advisors;
- reinsurers and reinsurance brokers;
- your insurance broker;
- our legal and professional advisors;
- our related companies as defined in the Companies Ordinance;
- the Hong Kong Federation of Insurers (or any similar association of insurance companies) and its members;
- the Insurance Claims Complaints Bureau and similar industry bodies; and
- government agencies and authorities as required or permitted by law.

In order to confirm the accuracy of your personal data, you agree to provide us with authorisation to access to and to verify any of your personal data with the information collected by any federation of insurance companies from the insurance industry.

Under the relevant laws and regulations, you have the right to request access to and to request correction of your personal data held by us. If you wish to exercise these rights, please write to our Data Protection Officer at 9/F Cityplaza One, 1111 King's Road, Taikoo Shing, Hong Kong.

If you have any enquiries or require assistance with this Personal Information Collection Statement, please call us at (852) 3122 6922.

## 附錄：致各客戶有關個人資料（私隱）條例（“條例”）通知書

三井住友海上火災保險（香港）有限公司（下稱「三井住友保險」、「我們」或「本公司」）請您仔細閱讀下列條款與條件。如此聲明的英文版本與中文版本內容有歧異，將以英文版本為準。

### 私隱政策

三井住友保險極為重視您的私隱。為了保障您的個人資料，我們以有關法例及規例為準則，向公司內部傳達並執行我們定立之私隱及保障指引。三井住友保險採取預防措施以保障您的個人資料免遭受遺失、盜竊、誤用，以及在未經許可之情況下被取用、洩露、更改及破壞。此外，我們均不會出售您的個人資料給任何人。三井住友保險嚴格執行認可管制，只容許獲授權之職員在必需要的情況下，取用或處理您的個人資料。我們會向職員定期提供培訓，確保他們知悉任何有關私隱法律及規例的新發展。

我們只會在法律容許並必需用於業務及稅務用途之情況下，保留您的個人資料作為我們的業務記錄。我們會向以本公司之名義提供行政或其他服務之代理、承辦商或第三者，要求他們遵循本政策保護有可能收到的個人資料。本公司不會容許他們使用有關資料於任何其他目的。如您對我們的私隱政策有任何疑問，歡迎聯絡我們查詢。

我們可能不時修改此範本。修改後的範本可於本公司網頁 [www.msig.com.hk](http://www.msig.com.hk) 下載。您應定期查閱此範本所修改的內容。

### 個人資料收集聲明

個人資料是可以用作獨立識別或聯絡個別人士之數據。貴為我們的客戶，您須向我們不時供給與我們提供之一般保險服務及保單產品（下稱「保單」）相關的個人資料，讓我們可向您提供客戶服務及改善服務質素。當中包括但不限於您在申請表填寫或任何與保單有關之文件上或任何透過保單索償上所載之個人資料。

您的個人資料可被用於**強制性**或**自願性**用途。如個人資料是用於強制性用途，而您希望三井住友保險提供有關保單，則您必須向三井住友保險提供有關個人資料，否則三井住友保險將不能向您提供有關保單。

您的個人資料可被用於以下**強制性**之用途：

- 處理及審批您的保險申請或您將來提交的保險申請；
- 向您提供與保單及核保相關之日常運作及行政用途；
- 保單之更改、取消或續保用途；
- 發出繳交保費通知及向您收取保費及欠款；
- 評估及處理透過保單索償及任何繼後法律訴訟之用途；
- 由本公司行使代位權利之用途；
- 就以上用途聯絡您；
- 其他與上述用途有直接關係的附帶用途；及
- 遵循適用法律，條例及業內守則及指引。



而**自願性用途**則指任何三井住友保險提供的其他一般保險服務及保單產品之銷售、市場營銷及推廣。用作自願性用途之個人資料則為您的姓名、地址、電話號碼及電郵地址。未獲您同意之前我們並不能使用您的個人資料作自願性用途。

如您不欲 三井住友保險將您的個人資料用作上述自願性用途，您應於右列方格加上剔號並   
將此通告之副本連同您要求拒絕服務所必須提供的資料（詳情如下）郵寄至下列地址。  
您亦可選擇以電郵方式將您的要求連同所需的個人資料（詳情如下）電郵至“[dpo@hk.msif-asia.com](mailto:dpo@hk.msif-asia.com)”。

為讓我們能夠處理您以上提出的拒絕服務之請求，請提供以下資料並寄至三井住友海上火災保險（香港）有限公司的資料保護主任：香港太古城英皇道 1111 號太古城中心第一期 9 樓。	
姓名：	
聯絡電話：	
香港身份證號碼：	(作識別之用)
保單號碼 / 證書編號 / 確認編號 (如適用)：	
附註:此拒絕服務要求將會取代您先前給予三井住友保險一切關於直接促銷的指示。	

就任何上述的用途，我們所收集的個人資料可能會被轉移至：

- 向我們提供行政、通訊、電腦、付款、保安及其他服務的第三方代理、承包商及顧問（包括：醫療服務供應商、緊急救援服務供應商、電話促銷商、郵寄及印刷服務商、資訊科技服務供應商及數據處理服務商）；
- 處理索賠個案的理賠師、理賠調查員及醫療顧問；
- 再保公司及再保經紀；
- 您的保險經紀；
- 我們的法律及專業業務顧問；
- 我們的關連公司（以《公司條例》內的定義為準）；
- 香港保險業聯會（或同類的保險公司聯會）及其會員；
- 保險索償投訴局及同類的保險業機構；
- 法例要求或許可的政府機關。

為了確保您的個人資料之準確性，您同意授權本公司查閱並核實任何由保險業界內保險公司聯會所收集有關您的個人資料。

根據有關法例及規例，您有權查閱及更正本公司所持的任何載有您的個人資料之記錄。如您欲行使以上權利，可以書面形式投寄至香港太古城英皇道 1111 號太古城中心第一期 9 樓三井住友海上火災保險（香港）有限公司，通知本公司的資料保護主任。

如您對此個人資料收集聲明有任何疑問或須協助，請致電(852) 3122 6922 與我們聯絡。