



DOMESTIC HELPER INSURANCE (Helper CaliGive)

Please read this policy carefully upon receipt and ensure it meets with your requirements.

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

This document together with the Table Of Benefits and the Policy Schedule shall be read as if they are one document and form the contract (hereinafter collectively referred to as "this Policy") between you and California Insurance Company Limited (hereinafter called "California Insurance").

NOW THIS POLICY WITNESSETH that, in consideration of your payment of the premium and in reliance of the information, documents, statements, warranties and declarations you have provided/made, in respect of any Event mentioned in this Policy occurred during the Period Of Insurance and subject to the terms, exceptions and conditions contained in or endorsed on this Policy (hereinafter referred to as "the Terms of this Policy"), California Insurance will pay the respective Benefits as specified under each Section of this Policy to the Insured or the Domestic Helper, or in the case of death of the Domestic Helper, the Domestic Helper's legal personal representative subject to the maximum limits in the Table Of Benefits.

PROVIDED THAT the due observance and fulfillment of the Terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the contents of the documents, statements, information, warranties and declarations provided by you in the application process and when making any claim shall be conditions precedent to any liability of California Insurance to make any payment under this Policy.

DEFINITIONS

Unless the context otherwise requires, words and expressions importing any gender also include reference to all other genders and words and expressions in the singular include the plural and words and expressions in the plural include the singular. We/our/us shall mean California Insurance.

The following terms shall have the below-mentioned meaning when used in this Policy unless stated otherwise in the respective Sections:

Accident/ Accidental

A sudden unforeseen and fortuitous event which caused injury to the Domestic Helper and happened during the Period Of Insurance.

Benefit

The sum set out in each Section against the relevant Event.

Bonesetters' Fees

Fees and charges necessarily and reasonably incurred for medical professional services of a legally qualified and registered bonesetter carrying on business and having its service provided in Hong Kong but not by the Insured or the Insured's Immediate Family Members.

Chinese Medicine Practitioner

A registered Chinese Medicine Practitioner under the Chinese Medicine Ordinance (Cap.549 of the laws of Hong Kong) but excluding a person who is the Insured or the Insured's agents, employees or Immediate Family Members.

Domestic Helper

The helper named in the Policy Schedule who is lawfully employed under an employment contract as governed by the Immigration Ordinance (Chapter 115) by the Insured as a foreign domestic helper working in the Insured's Residence, provided that she is between 18 and 65 years of age and is not the Insured's Immediate Family Members.

Disability

All bodily injuries sustained in any one (1) accident shall be considered one (1) disability. All sickness or disease existing simultaneously which are due to the same or related causes including any and all complications therefrom shall be considered as one disability as well. If a disability is due to causes which are the same or related to the causes of a prior disability including complications arising therefrom, the disability shall be considered a continuation of the prior disability and not a separate disability.

Event

The occurrence or any one of occurrence of the event stated in the Policy against which the relative Benefit is stated.

Geographical Area

Hong Kong Special Administrative Region ("HKSAR") 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 (1) 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.

Hospital Patient

A patient necessarily and continuously confined to a Hospital, under the care of a medical practitioner for more than 24 hours, confinement being certified as necessary by the attending medical practitioner.

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 Members

The Insured's spouse, parent, parent in law, grandparent, grandparent in law, son and daughter, grandson and granddaughter, sister and brother.

Injury

Bodily injury resulting solely, directly and independently of all other causes from an Accident caused by external violent and visible means.

The Insured

The person specified as such in this Policy.

Insured's Family Member

Insured's child who is aged five (5) or below or Insured or Insured's spouse's parent or grandparent who is aged sixty-five (65) years or above and resides with the Insured in the Residence.

Local Helper

A person employed by the Insured as helper to work in the Residence under an employment contract (either written or verbal) which is subject to the Employees' Compensation Ordinance other than a foreign Domestic Helper as defined above.

Period Of Insurance

The period specified in this Policy and any subsequent period for which the Insured have paid the renewal premium and California Insurance have accepted the renewal premium, as the case may be.

Permanent Total Disablement

Disablement resulting directly solely and independently of other cause from Injury during the Period Of Insurance, which has lasted for a consecutive and uninterrupted period of twelve (12) calendar months from the date of Injury, and at the expiry of that period, is beyond hope of improvement and recovery and will remain for the remainder of the Domestic Helper's life, and duly certified by a Qualified Medical Practitioner to have physically entirely and permanently prevents the Domestic Helper from engaging in or attending to all duties of an usual domestic helper.

Pre-existing Condition

Any physical or medical condition which has been suffered, diagnosed, caused or originated before the inception date of this Policy.

Qualified Medical Practitioner

Any person legally authorised in Hong Kong to render western medical or surgical service, but excluding a person who is the Insured or the Insured's agent, employee or Immediate Family Member.

Residence

The place of Employment specified in the Policy Schedule.

Year

Twelve (12) months commencing from the effective date of this Policy and if applicable, subsequently every 12 consecutive months period.

SECTION 1 – EMPLOYER'S LIABILITY

If the Domestic Helper shall sustain any Injury or death by Accident occurred or Disease contracted during the Period Of Insurance within the Geographical Area and arising out of and in the course of her employment with the Insured which is claimable under the Ordinance, California Insurance will subject to the Limit of Indemnity and the terms of this Section and this Policy indemnify the Insured against his legal liability in respect of such injury or death or Disease under the Ordinance and independently of the Ordinance to pay compensation damages and claimant's costs and expenses and also indemnify the Insured against costs and expenses incurred by or on behalf of the Insured but only if they are incurred with California Insurance's written consent 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 California Insurance under this Section shall be limited to such sums as California Insurance would have been liable to pay if the Ordinance had remained unaltered.

DEFINITIONS APPLICABLE TO SECTION 1

1. **Disease** means a disease contracted by the Domestic Helper during the Period Of Insurance and claimable as an occupational disease under the Ordinance.
2. **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).
3. **The Ordinance** means the Employees' Compensation Ordinance (Chapter 282 of the laws of the Hong Kong Special Administrative Region).
4. **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 the Hong Kong Special Administrative Region).

LIMIT OF INDEMNITY

1. In respect of any Accident or Disease giving rise to a claim or claims against the Insured for which indemnity is provided under this Section, California Insurance's Indemnity to the Insured shall in the aggregate be limited to HKD100 million for any one Event.
2. 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 Section, California Insurance may pay to the Insured the full amount of California Insurance's liability specified in paragraph (1) 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 California Insurance shall have relinquished such conduct or for any loss damage or expenses caused to the Insured in consequence of any act or omission of California Insurance in connection therewith or of California Insurance relinquishing such conduct.
3. This Policy covers only compensation or damages assessed based on the Minimum Allowable Wage (MAW) for foreign domestic helpers (FDHs) in Hong Kong prevailing at the time the commencement of the contract between the Insured and the Domestic Helper. If the actual earnings (meaning all gross wages salaries remunerations commissions bonuses overtime termination payments allowances and the like) exceeds the MAW, the difference will be regarded as under-insurance and the extent of the Company's indemnity shall be reduced proportionately.



4. Terrorism

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 Limit of Indemnity under this Section shall be such amount which California Insurance actually receives from the Government of the Hong Kong Special Administrative Region of the People's Republic of China ("the Government") pursuant to an Agreement for Provision of Facility dated 11th January 2002 between the Government and California Insurance under which the Government agreed to make available to California Insurance 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 injury arising out of an event of terrorism ("the Facility Agreement");
- (b) California Insurance will only be required to make payment after it has received from the Government (i) an approval letter confirming that California Insurance should settle the claim and (ii) payment under the Facility Agreement;
- (c) for the avoidance of doubt, California Insurance 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 California Insurance'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 under the Facility Agreement, or the Facility Agreement ceases in the event that the remaining balance under Facility is exhausted, or the termination of the Facility Agreement by the Government; and
- (d) this Section shall in no event compensate any amount in excess of the minimum statutory cover required under the Employees' Compensation Ordinance notwithstanding the limits and coverage provided by this Section.

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 California Insurance alleges that the Loss falls within the scope of this clause, the burden of proving the contrary shall be on the Insured.

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

SPECIAL PROVISION TO SECTION 1

Avoidance of Certain Terms and Rights of Recovery

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

Claim Control and Provision of Assistance

The control and conduct of any claim and/or defence in respect of liability under this section and any proceedings arising therefrom shall be at the sole discretion of California Insurance and the Insured shall provide all reasonable assistance to California Insurance and its assigned lawyers all reasonable assistance in the conduct of such claims/proceedings.

Notification of Occurrence

The Insured is required to as soon as practicable give notice to California Insurance via its Apps for any occurrence which may give rise to a claim under this section and provide full particulars and all documents and information as California Insurance may further require.

EXCEPTIONS TO SECTION 1

California Insurance shall not be liable under this Section 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;
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 California Insurance has not been given sufficient notice of the institution of proceedings in a court or tribunal to enable California Insurance to be added as a party to the proceedings;
7. any liability arising directly or indirectly from any judgment which is not at first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong;
8. any liability arising directly or indirectly from any judgement or order obtained in Hong Kong for the enforcement of a judgment obtained elsewhere;
9. any Injury or death by Accident or Disease sustained outside the Geographical Area unless covered under the Ordinance.

SECTION 2 – HOSPITALISATION AND SURGICAL EXPENSES

If the Domestic Helper is confined in a Hospital on the recommendation of an attending Medical Practitioner due to Injury or Illness occurring during the Period Of Insurance and medically necessarily and reasonably incurred medical expenses (a) to (d) below, California Insurance will, upon production of proof to our satisfaction and subject to the Terms of this Policy, reimburse the Insured in respect of such medical expenses, up to the maximum limits and sub-limits as specified in the Table Of Benefits.

(a) Room & Board

Hospital accommodation charges including charges for meals and general nursing services incurred by the Domestic Helper who is registered as an in-patient in a Hospital and charges for reasonable and customary services incidental to such in-patient

(b) Surgeon's Fee

Charges for any medical necessary surgical procedures performed on the Domestic Helper in the Hospital by a Medical Practitioner.



(c) Anaesthetist's Fee

Charges Incurred by the Domestic Helper for services rendered by an Anaesthetist in relation to the operation performed.

(d) Operating Theatre Fee

Charges for the Domestic Helper's use of the operation room and consumables and equipment used during the operation or procedures.

California Insurance shall not pay the applicable Excess as specified in the Table Of Benefits.

EXTENSION TO SECTION 2

In case of the Domestic Helper incurred medical expenses arising from hospitalization for the treatment of cancers or heart disease, the maximum limits as specified in the Table Of Benefits for Section 2(a), 2(b), 2(c) and 2(d) shall be doubled.

EXCEPTIONS TO SECTION 2

Please refer to EXCEPTION TO SECTION 2, 3 & 4 below.

SECTION 3 – CLINICAL/MEDICAL EXPENSES

If the Domestic Helper has incurred any medical expenses necessarily and reasonably at a clinic for illness or injury including fees for consultation, prescribed medicine, laboratory and X-ray charges where treatment is recommended by and carried out by a Qualified Medical Practitioner, California Insurance, upon production of proof to our satisfaction and subject to the Terms of this Policy, shall reimburse the Insured for such medical expenses up to maximum limits and sub-limits as specified in the Table Of Benefits.

EXTENSION TO SECTION 3

Under this Section, California Insurance extends to reimburse reasonable and necessary Bonesetters' Fees and/or physiotherapist treatment expenses incurred by the Domestic Helper for injury or illness. Physiotherapist treatment must be referred by a Qualified Medical Practitioner with a written referral letter.

SECTION 4 – EMERGENCY DENTAL EXPENSES

If the Domestic Helper has necessarily and reasonably incurred expense on an emergency basis for oral surgery, treatment of abscesses, extractions or fillings as a result of dental disease where such dental work is carried out in the Geographical Area by a dentist legally qualified and registered in Hong Kong (not being the Insured or his agent, employee or Immediate Family Member), California Insurance will, upon production of proof to our satisfaction and subject to the Terms of this Policy, reimburse the Insured up to maximum limits/sub-limits as specified in the Table Of Benefits.

EXCEPTIONS TO SECTION 4

California Insurance will not pay for any expenses for the below even if it is incurred together with expenses which are covered under this Policy:

1. routine examination;
2. scaling, polishing or cleaning;
3. crowning, bridges, braces and dentures;
4. dental prosthetics involving precious alloy restorations;
5. endodontic (root canal) surgery;
6. any expenses incurred outside the Geographical Area.

EXCEPTIONS TO SECTIONS 2, 3 & 4

California Insurance will not pay for loss caused by (solely or partly, directly or indirectly) or contributed to the following:

1. death, injury, illness, charges, costs or liability caused directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
2. sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them;
3. suicide or attempted suicide, intentional self-injury, willful exposure to danger (other than in an attempt to save human life) or the committing of any criminal act;
4. mental or nervous disorders, alcoholism, or drug addiction;
5. cosmetic surgery unless due to injury;
6. Pre-existing Conditions;
7. correction for visual impairment;
8. X-ray, ultrasound, routine physical examinations, health check-ups or tests not incidental to treatment;
9. vaccination, immunization, injection or preventive medication;
10. dental care or surgery unless it is due to an injury or is covered under Section 4;
11. any Acupuncture and/or Tui-Na treatment
12. injury or illness caused or suffered outside the Geographical Area;
13. any expenses or charges for special nursing care, wheel-chair, iron lung, artificial limbs, braces, crutches or other prosthetic devices or hospital equipment except for the rental of such devices or equipment during the hospital confinement period;
14. any expenses incurred outside the Geographical Area.
15. Any expenses related to treatment or consultation or medication prescribed by Chinese Medicine Practitioner unless it is performed by a Bonesetter and is covered under Extension to Section 3.



SECTION 5 – PERSONAL ACCIDENT

If the Domestic Helper suffers Injury or death listed in (a) to (g) below during her rest days directly and solely as a result of an Accident occurring within the Geographical Area during the Period Of Insurance, California Insurance will, upon production of proof to our satisfaction and subject to the Terms of this Policy, pay the Domestic Helper or in case of death to his/her legal personal representatives for the Benefits for the Losses listed below up to the Maximum Limits as specified below and subject to the maximum limit as specified in the Table Of Benefits Provided that such Losses must occur within twelve (12) months from the date of the Accident causing the Loss:

Losses	Benefits (Maximum Limits)
(a) Accidental death	HKD100,000
(b) Loss of two or more limbs	HKD100,000
(c) Loss of sight of both eyes	HKD100,000
(d) Loss of one limb and sight of one eye	HKD100,000
(e) Permanent Total Disablement	HKD100,000
(f) Loss of one limb	HKD50,000
(g) Loss of sight of one eye	HKD50,000

Loss of limb shall mean physical severance or total and permanent loss of use of a hand or foot at or above wrist or ankle. Loss of sight shall mean total and irrecoverable loss of all sight.

EXCEPTIONS TO SECTION 5

California Insurance will not pay for loss in the following events:

1. Death or Injury caused (solely or partly, directly or indirectly):
 - (a) by suicide or attempted suicide, intentional self-injury, willful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act;
 - (b) by Pre-existing Conditions;
 - (c) by the effect or influence of alcohol or drugs, unless the drug is taken in accordance with an authorised medical prescription;
 - (d) directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
 - (e) by sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them.
2. Death or Injury arising from (solely or partly, directly or indirectly):
 - (a) air travel except as passenger in a fully licensed, scheduled, passenger carrying aircraft;
 - (b) regular or temporary, military or police duties.
3. Death or Injury caused by or related to the Domestic Helper taking part in:
 - (a) mountaineering or rock-climbing using ropes or guides;
 - (b) underwater activities necessitating the use of underwater breathing apparatus;
 - (c) parachuting;
 - (d) pot-holing;
 - (e) racing (other than on foot or while swimming);
 - (f) bungee jumping;
 - (g) professional sports;
 - (h) winter sports;
 - (i) motor cycling.
4. Death occurred or Injury sustained outside the Geographical Area.
5. Death or Injury arising out of and in the course of an employment.

SECTION 6 – LIABILITY TO THIRD PARTY

If the Insured or the Domestic Helper has become legally liable to pay a third party in respect of accidental bodily injury, including death to any third party person; or accidental loss of or damage to any third party property due to negligence of the Domestic Helper committed in the course of and whilst performing her duties pursuant to her employment with the Insured within the Geographical Area and during the Period Of Insurance, California Insurance will, upon production of proof to our satisfaction and subject to the Terms of this Policy, indemnify the Insured or the Domestic Helper for sums adjudged to be legally liable to pay to the third party by the Insured or the Domestic Helper provided that the incident giving rise to the claim must be reported to the Police immediately upon occurrence of the Event and a police report must be obtained and submitted to California Insurance promptly after the occurrence .

SPECIAL PROVISIONS FOR SECTION 6

Claim Control and Provision of Assistance

The control and conduct of any claim and/or defence in respect of liability under this section and any proceedings arising therefrom shall be at the sole discretion of California Insurance and the Insured shall provide all reasonable assistance to California Insurance and its assigned lawyers all reasonable assistance in the conduct of such claims/proceedings.

Notification of Occurrence

The Insured is required to as soon as practicable give notice to California Insurance via its Apps for any occurrence which may give rise to a claim under this section and provide full particulars and all documents and information as California Insurance may further require.

EXCEPTIONS TO SECTION 6

California Insurance will not pay for loss in respect of liability arising from the following (solely or partly, directly or indirectly):

1. loss or damage to property belonging to or in the custody or control of the Insured, the Insured's Immediate Family Member, the Domestic Helper or anyone residing in the Residence;
2. any willful or malicious act of the Domestic Helper;



3. the ownership, possession or use of aircraft, watercraft or mechanically propelled vehicles including motor cycles;
4. liability attached by virtue of any agreement where such liability would not have attached in the absence of such agreement;
5. any criminal activity;
6. food and drink poisoning;
7. liability arising directly or indirectly from any judgment which is not at first instance delivered by or obtained from a court of competent jurisdiction in Hong Kong;
8. liability arising directly or indirectly from a judgment or order obtained in Hong Kong for the enforcement of a judgment obtained elsewhere;
9. any occurrence that happens at the Residence;
10. any occurrence outside the Geographical Area.

SECTION 7 – REPATRIATION EXPENSES

If the Insured is under a statutory or contractual liability to repatriate the Domestic Helper to her home country during the Period Of Insurance and before the expiry of the contract with the Domestic Helper, California Insurance will, upon production of proof to our satisfaction and subject to the Terms of this Policy, indemnify the Insured as follows:

1. the actual cost of transportation of the remains from Hong Kong to the airport, which is nearest to the place of burial in the Domestic Helper's home country, in case of the death of the Domestic Helper occurring during the Period Of Insurance and within the Geographical Area, including the cost of post-mortem examination;
2. the economy class airfare from Hong Kong to the home country of the Domestic Helper in case of her inability to complete the contract with the Insured due to medical unfitness as certified by a Qualified Medical Practitioner ("Medically Unfit").

California Insurance's limit of liability under this Section is up to the maximum limits as specified in the Table Of Benefits.

EXCEPTIONS TO SECTION 7

California Insurance will not pay for loss solely or partly, directly or indirectly caused by or contributed to:

1. expenses, charges, costs or liability caused directly or indirectly by Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations however caused;
2. sexually transmitted disease, infertility treatment, pregnancy, miscarriage, childbirth or complications arising from any of them;
3. suicide (other than death resulting from suicide) or attempted suicide, intentional self-injury, willful exposure to danger (other than in an attempt to save human life), or the committing of any criminal act;
4. mental or nervous disorders, psychological or psychiatric conditions, alcoholism or drug addiction;
5. Pre-existing conditions;
6. Injury or illness caused or sustained outside the Geographical Area.

SECTION 8 – LOSS OF SERVICE CASH SUBSIDY

If, during the Period Of Insurance, the Insured suffers loss of service of the Domestic Helper for a consecutive minimum period of three (3) complete calendar days (which shall not include any statutory holiday) as a result of the Domestic Helper being hospitalized as an in-patient in a Hospital within the Geographical Limit in respect of an event for which a claim is payable under Section 2 of this Policy, California Insurance will, upon production of proof to our satisfaction and subject to the Terms of this Policy, provide a cash subsidy up to the maximum limits specified in the Table Of Benefits for the Insured to hire a temporary helper. Such benefit shall only become payable from the fourth (4th) day of the loss of service of the Domestic Helper and shall cease once the Domestic Helper ceases to be an in-patient of a Hospital.

EXCEPTION TO SECTION 8

California Insurance will not pay for benefit under this Section if the loss of service is not solely and directly caused by an event covered under Section 2 of this Policy.

SECTION 9 – RE-HIRING EXPENSES

California Insurance, upon production of proof to our satisfaction and subject to the Terms of this Policy, shall reimburse the Insured the necessary, reasonable and irrecoverable administrative expenses (except salary) actually incurred by the Insured to employ a replacement domestic helper when termination of the contract with the Domestic Helper is solely due to the following events:

- (a) Due to the Domestic Helper's death or being Medically Unfit and that the Domestic Helper is repatriated or her mortal remains is returned to her home country and a valid claim is payable under Section 7 of this Policy.
- (b) New Starter Benefit
 - (i) Resignation of a new Domestic Helper
In the event of the termination of the employment contract between the Domestic Helper and the Insured is due to the Domestic Helper's resignation within the first thirty (30) days from the commencement of the employment contract with the Insured provided that a resignation letter from the Domestic Helper is obtained and submitted to California Insurance.
 - (ii) Due to Disappearance of a new Domestic Helper
In the event of the termination of the employment contract between the Domestic Helper and the Insured is within the first three (3) months after the commencement of the employment contract and is due to the Domestic Helper's sudden disappearance for a consecutive period of not less than 2 days (which shall not include any statutory holiday) without any prior notice to the Insured Provided the disappearance must be reported to the Hong Kong Police and a missing person report is obtained and submitted to California Insurance.



- (iii) Due to fraud or dishonest acts of a new Domestic Helper
In the event of the termination of the employment contract between the Domestic Helper and the Insured is within the first three (3) months after the commencement of the employment contract and is due to fraud or dishonest acts committed by the Domestic Helper which resulted in Injury to the Insured or the Insured's Family Member, or financial losses of the Insured Provided that such fraud or dishonest act must be committed and discovered during the Period Of Insurance and reported to the Police within 24 hours upon discovery and a Police report is obtained and submitted to California Insurance.
- (iv) Due to intentional malicious act or negligence of a new Domestic Helper
In the event of termination of the employment contract between the Domestic Helper and the Insured is within the first three (3) months after the commencement of the employment contract and is due to the Domestic Helper's intentional malicious act or negligence which resulted in Injury to the Insured or the Insured's Family Members Provided that the incident must be reported to the Hong Kong Police and an injury assessment report certified by a Hospital are both obtained and submitted to California Insurance.

For avoidance of doubt, all benefits under New Starter Benefit b(i) (ii) (iii) (iv) shall only payable for termination of the Domestic Helper who has not worked for the Insured, his spouse or Insured's Family Members before the Period Of Insurance. No benefit under this New Starter Benefit shall be payable in respect of termination of a Domestic Helper under a renewal contract. For this purpose, even if the previous contract is not with the Insured, but with the Insured's spouse or Insured's Family Members, it will be considered as a renewal contract.

California Insurance's limit of liability under this Section is subject to the maximum limits/sub-limits per Domestic Helper and per Policy Year as specified in the Table Of Benefits.

GENERAL EXCEPTIONS

1. California Insurance shall not be liable under this Policy in respect of:
 - (a) any loss occasioned by or through or in consequence directly or indirectly solely or partly of:
 - (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - (ii) strike riot;
 - (iii) detention seizure confiscation or any attempt thereof;
 This Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) above.
 - (b) any loss directly or indirectly caused by or arising from or in consequence of or contributed to by:
 - (i) nuclear weapons material;
 - (ii) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and, solely for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission;
 - (iii) chemical or biological substances;
 - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - (v) any weapon or other device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - (c) any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, contributed or aggravated by asbestos or silica dust in whatever form or quantity;
 - (d) any Accident, Injury, loss or liability to Local Helper.

2. Absolute Pollution Exclusion

This Policy does not cover any liability for

- (a) Personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge, dispersal, release or escape of pollutants,
- (b) The costs of removing, nullifying or cleaning up pollutants,
- (c) Fines, Penalties, Punitive, or Exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.

Notwithstanding the foregoing, this Policy shall cover liability otherwise excluded under paragraphs (a) and (b) above which

- (i) arises from a sudden, identifiable, unintended and unexpected happening which takes place in its entirety at a specific time and place, and
- (ii) Is indemnified in not more than one annual period of original insurance.

For the purpose of this clause, "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

3. Terrorism Exclusion Endorsement

Except as otherwise stated in Section 1 of this Policy, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use or force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If California Insurance 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.

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

4. **Terrorism Exclusion Clause for Contamination and Explosives**

Except as otherwise stated in Section 1 of this Policy, it is agreed that regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of

- (a) biological or chemical contamination;
- (b) missiles, bombs, grenades, explosives due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of (a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If California Insurance 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.

5. **Sanction Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or People's Republic of China / Hong Kong SAR or United States of America (provided that this does not violate any regulation or specific national law applicable to the (re)insurer).

6. **COVID-19 / Pandemics Exclusion (applicable to Section 2 - 8 only)**

Notwithstanding any provision to the contrary, this insurance excludes any loss, damage, liability, expense, fines, penalties or any other amount directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following (including any fear or threat thereof, whether actual or perceived):

- Coronavirus (COVID-19) including any mutation or variation thereof; or
- Any declaration, categorisation, characterisation, reference to or in any other way communication as an epidemic or pandemic by the World Health Organisation or

other governmental or quasi-governmental public health agency, entity or service that may make such declaration.

7. **Excluding any claim arising from and related to the Domestic Helper's use or driving of any motor vehicles.**

GENERAL CONDITIONS

1. **Identification**

This Policy and the policy document (which forms an integral part of the Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the policy document shall bear such specific meanings wherever they may appear.

2. **Policy Voidable**

This Policy shall be voidable by California Insurance in the event of misrepresentation, misdescription or non-disclosure in any material particular by the Insured or anyone acting on his/her behalf.

3. **Change in Risk**

During the currency of this Policy the Insured must advise California Insurance of any change of Domestic Helper or any circumstance which would increase the possibility of loss covered under this Policy.

4. **Change of the Domestic Helper**

The Insured may change the identity of the Domestic Helper on California Insurance's mobile app at any time during the Period Of Insurance, the same benefits less any amount already paid or payable in respect of the original Domestic Helper shall continue to be enjoyed by the new Domestic Helper subject to the Terms of this Policy Provided that the Maximum limits/sub-limits specified in this Policy and the Table Of Benefits attached shall be calculated in aggregate for the existing and all replacement Domestic Helpers during the Period Of Insurance.

5. **Forfeiture of Benefits**

All Benefits or rights under this Policy shall be forfeited and all liability of us shall be discharged:

- (a) if any claim made is in any respect fraudulent;
- (b) if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain Benefit under this Policy;
- (c) if no Court or arbitral proceedings have been commenced and served on California Insurance within twelve (12) months of the California Insurance's decision in respect of any claim under this Policy,
- (d) in respect of any claim where arbitration takes place pursuant to General Condition 11 of this Policy and an action or suit for enforcement of the arbitral award is not commenced within twelve (12) months after the making of then arbitral award;
- (e) in respect of any claim where settlement proposal has been made by California Insurance to the Insured and thereafter no action or reply has been received from the Insured within twelve (12) months from the date of such proposal.

6. **Reasonable Precautions**

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

7. **Claims (Action to be done by the Insured)**

In the event of any occurrence which may give rise to a claim under this Policy, the Insured or the Insured's legal personal representatives shall:

- (a) submit notice via the Apps and upload the supporting documents (including but not limited to receipts) to California Insurance as soon as practicable and in any event no later than thirty (30) days from date of occurrence.

The submitted documents should be in clear and visible format showing, where applicable,:

- (i) Date of Consultation/Treatment;
- (ii) Name of Domestic Helper
- (iii) Diagnosis
- (iv) Claimed amount with doctor's stamp and signature



- (b) Once the claim is submitted via the Apps, there is no need to submit hardcopy documents unless requested by us otherwise. Insured should, however, keep all original of documents submitted for ninety (90) days after submission. California Insurance reserves the right to demand production of the original of the documents submitted during this ninety (90) days. California Insurance may during this ninety (90) days or at any time thereafter, demand any further documents and information not already submitted via the App promptly forward to California Insurance any communications in respect of such occurrence including but not limited to any claim letter, notice of impending prosecution or prosecution, Writ of Summons, notice of inquest;
- (c) ensure that proper medical and surgical advice is obtained and followed by the Domestic Helper as soon as possible after any Accident, Injury or illness;
- (d) not negotiate, pay, settle, admit liability for or repudiate any claim without the written consent of California Insurance;
- (e) at the Insured's expense, or at the expense of any person representing the Insured, provide California Insurance with all necessary information and assistance to California Insurance for the conduct of such claim demand or proceedings as California Insurance in its discretion may reasonably require.
8. Claims (to be Controlled by California Insurance)
California Insurance shall be entitled to:
- (a) take Benefit of any rights of the Insured against any other party before or after the Insured has received payment under this Policy;
- (b) take over and conduct in the Insured's name the defence or settlement of any claim demand or proceedings against the Insured;
- (c) request an examination of the Domestic Helper by a medical referee appointed by California Insurance for a non-fatal Injury or a post-mortem examination of the body of the Domestic Helper in the case of death upon reasonable notice to the Domestic Helper's legal personal representative.
9. Non-Contribution
This Policy is not to be called upon in contribution and is only to pay, subject to the Terms of this Policy and maximum limits/sub-limits specified in this Policy and the Table Of Benefits attached, any loss thereon if and so far as not recoverable under any other insurance. This non-contribution clause will always take precedence over the non-contribution clause found in any other insurance policies and shall not be considered as self-cancelling under any circumstances.
10. Waiting Period
No benefit will be payable for any claim for Clinical/Medical Expenses (Section 3) and Dental Expenses (Section 4) which arising from occurrence happened during the first fourteen (14) days from the commencement date of the Period Of Insurance. No benefit will be payable for any claim for the Hospitalisation and Surgical Expenses (Section 2) arising from occurrence happened during the first thirty (30) days from the commencement date of the Period Of Insurance. All new or replacement Domestic helper is subject to this waiting period. However, this waiting period shall not apply to a policy that is a policy renewed by California Insurance for the same Domestic helper.
11. Cooling-Off Period
The cooling-off period is the period of fourteen (14) days immediately following the day of the issue of this Policy ("the Cooling Off Period"). Within the Cooling-Off Period, the Insured may cancel this Policy and receive the full refund of premium provided that:
- (a) The request to cancel must be signed by the Insured and received directly by California Insurance within the Cooling-off Period.
- (b) No refund can be made if any claim has been made during the Cooling-off period.
12. Cancellation
This Policy may be cancelled at any time after the Cooling-Off Period:
- (a) by the Insured applying for cancellation in California Insurance's mobile app or by email:
For 1-Year Policy, no premium will be refunded.
For 2-Year Policy, if the Insured cancels this Policy within the first year, only the second year's premium will be refunded subject to an administration fees of HKD150 to be charged by the California Insurance; and if the Insured applies to cancel this Policy less than seven (7) day before the commencement of cover for the second year, no premium will be refunded.
- (b) by California Insurance by giving seven (7) days' advance notice to the Insured, in which case, California Insurance shall return a ratable proportion of the premium for the unexpired term of this Policy.
13. Age Limit
This Policy is valid only for Domestic Helper aged between 18-60. California Insurance may, at its sole discretion, offer renewal of policy for the same Domestic Helper up to the age of 65.
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 California Insurance shall disclaim liability to the Insured for any claim hereunder (or any part thereof) and such claim has not within twelve (12) months from the date of such disclaimer 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. Jurisdiction
Any disputes arising in connection with this Policy shall be subject to the law of and the jurisdiction of the courts of Hong Kong.
16. Exclusion to Rights of Third Parties
Any Person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
17. Rights for inspection
The Insured should keep a proper record for the Domestic Helper's Hong Kong identity card copy, passport copy, employment contract and other related information and California Insurance have the rights to inspect and obtain copies of such records from time to time during the Period Of Insurance.



Table Of Benefits

Section	Coverage	Maximum benefits	
1	EMPLOYER'S LIABILITY per Event	HK\$100,000,000	
2	HOSPITAL AND SURGICAL EXPENSES	Overall Limit Per Policy Year	HK\$88,000
		(a) Room & Board per day*	HK\$300
		(b) Surgeon's Fee per disability*	HK\$10,000
		(c) Anaesthetist's Fee per disability*	HK\$2,500
		(d) Operating Theatre Fee per disability*	HK\$1,250
		(e) Excess per disability	HK\$300
*The maximum benefits for 2(a), (b), (c) and (d) will be doubled in case of cancer and/or heart disease			
3	CLINICAL/ MEDICAL EXPENSES	Overall Limit Per Policy Year	HK\$4,000
		General Practitioner per visit per day	HK\$160
		Physiotherapist or Bonesetter per visit per day	HK\$160
4	EMERGENCY DENTAL EXPENSES per Policy Year (60% reimbursement)	HK\$2,000	
5	PERSONAL ACCIDENT per Policy Year	HK\$100,000	
6	LIABILITY TO THIRD PARTY per Policy Year	HK\$100,000	
7	REPATRIATION EXPENSES per Policy Year	HK\$30,000	
8	LOSS OF SERVICE CASH SUBSIDY per Policy Year (Maximum HK\$200 per day)	HK\$7,500	
9	RE-HIRING EXPENSES	Overall Limit Per Policy Year	HK\$10,000
		(a) Death / Medically Unfit per Policy Year	HK\$5,000
		(b) New Starter Benefit per Policy Year (HK\$2,000 per Domestic Helper)	HK\$5,000



Personal Information Collection Statement

The personal data of customers (include policy owners, insured persons, beneficiaries, premium payers, trustees, policy assignees and claimants) collected or held by California Insurance Company Limited (the "Company") may be used by the Company for the following **obligatory purposes** necessary in providing services to the customers. Failure to supply such data for obligatory purpose may result in the Company being unable to provide the services to customers.

- 1) to manage or process any insurance or financial related products or services or any alterations, variations, cancellation or renewal of said products or services;
- 2) to process, investigate (and assist the third party(ies) to investigate) and determine insurance applications, insurance claims and provide ongoing insurance services;
- 3) to manage any claim, action and/or proceedings brought against the customers, and to exercise the Company's rights as more particularly defined in applicable policy wording, including but not limited to the subrogation right;
- 4) to facilitate the Company's authorised service provider to provide services to the Company and/or the customers for the above purposes;
- 5) to process requests for payment, direct debit authorisation, and to collect debts;
- 6) to compile statistics or the use in accounting and actuarial purposes;
- 7) other ancillary purposes which are directly related to the above purposes; and
- 8) to comply with applicable laws, regulations or any industry codes or guidelines;
- 9) to enable an actual or proposed assignee of the Company to evaluate the transaction intended to be the subject of the assignment.

For the above purposes, the personal data which California Insurance Company Limited has collected might be transferred to:

- 1) any company carrying on insurance or reinsurance related business, or an intermediary;
- 2) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to the Company in connection with the operation of its business;
- 3) third party service providers including legal advisors, accountants, investigators, loss adjusters, reinsurers, medical and rehabilitation consultants, surveyors, repairers, and any third party service providers in investigating purposes;
- 4) credit reference agencies, and, in the event of default, any debt collection agencies or companies carrying on claim or investigating services;
- 5) any person or party to whom the California Insurance Company Limited is under an obligation to make disclosure under the requirements of any law binding on the California Insurance Company Limited and for the purpose of any regulations, codes or guidelines issued by governmental, regulatory or other authorities with which the California Insurance Company Limited are expected to comply;
- 6) any person pursuant to any order of a court of competent jurisdiction;
- 7) any actual or proposed signee of California Insurance Company Limited or transferee of the California Insurance Company Limited's rights in respect of the policy owners;
- 8) the Insurance Claims Complaints Bureau and similar industry bodies;
- 9) any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the "Federation" to carry out its regulatory functions or such other functions that may be assigned to the "Federation" from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the "Federation" and any members of the "Federation" by the "Federation" for any of the above or related purposes.

You may seek access to and to request correction of any personal information concerning yourself held by the Company subject to payment of an administrative fee. Requests for such access or correction can be made in writing to:

Data Protection Officer,
California Insurance Company Limited
Rm 1607, China Insurance Group Bldg.,
141 Des Voeux Road Central, Hong Kong.

In accordance with the terms of the Personal Data (Privacy) Ordinance, California Insurance Company Limited has the right to charge a reasonable fee for the processing of any data access request.

(If there is any inconsistency between the English and Chinese version of this Personal Information Collection Statement, the English version shall prevail.)

Privacy Policy Statement

California Insurance Company Limited (the "Company") is committed to full compliance with the requirements of the Personal Data (Privacy) Ordinance, Cap.486 ("the Ordinance") in respect of the collection, use, retention and disclosure of personal information.

At all times, the Company shall endeavour to ensure all collection and/or storage and/or transmission and/or usage of personal data from individuals be done in accordance with the obligations and requirements of the Ordinance. In doing so, the Company will ensure that staff involved in handling personal data comply with the strictest standards of security and confidentiality.

We collect personal data in a number of ways. The most common circumstances in which we collect personal data are when you enquire about products we offer, you apply for an insurance product, or make a claim.

The types of personal data we collect from you will depend on the circumstances in which that information is collected. We may collect details including your name, HKID, date of birth, contact details and other personal data which is relevant to the insurance product you are applying for or the claim you are making.

The purposes for which your personal data will be used will depend on the circumstances in which that personal data is collected. We will inform you of the purposes for which we intend to use your personal data in the Personal Information Collection Statement at or before the time we collect your personal data.

Generally, we may use your personal data for the purpose for which you provided it to us; for the purposes which are directly related to the purposes for which you provided it to us; and any other purposes to which you have consented.

Your personal data may be provided or transferred to other third party. The third parties to whom your personal data will be disclosed will depend on the purposes for which that personal data is used. We will inform you of the third parties to whom your personal data will be disclosed in the Personal Information Collection Statement at or before the time we collect your personal data.

Generally, we may disclose your personal data as necessary for the purpose for which you provided it to us; for the purposes which are directly related to the purposes for which you provided it to us; and any other purposes to which you have consented.

In exceptional circumstances, we may be required or permitted by law to disclose personal data, for example to law enforcement authorities or to prevent a serious threat to public safety.

We will only retain the personal data for as long as it is necessary to fulfill the original or directly related purposes for which such data was collected, unless the personal data need to be retained to satisfy any applicable statutory, contractual or tortious obligations.

Under the Ordinance, individuals have the right to request access to and correction of their personal data held by the Company. Should you wish to access or correct your personal information held by us, please present your enquiry by writing to the Data Protection Officer of the Company at Rm 1607, China Insurance Group Bldg.

141 Des Voeux Road Central, Hong Kong.

Any requests or access to and correction of personal information will be dealt with promptly. A reasonable fee may be charged to offset the Company's administration and actual costs incurred in the complying with your data access request.

(If there is any inconsistency between the English and Chinese version of this Privacy Policy Statement, the English version shall prevail.)



個人資料收集聲明

由加洲保險有限公司(“加洲保險”)收集或持有的客戶(包括保單持有人、受保人、受益人、保費付款人、信託人、保單受讓人及索償人)個人資料,均可供加洲保險使用作以下強制性用途,以便為客戶提供服務,否則加洲保險將無法為未能提供所需資料的客戶提供服務:

- 1) 處理或辦理任何與保險或財務有關的產品或服務,或該等產品或服務的任何更改、變更、取消或續期;
- 2) 辦理、調查(及協助他人調查)及決定保險申請、保險索償及提供持續之保險服務;
- 3) 處理任何對客戶的索償、訴訟及/或司法程序;以及行使加洲保險的權利(詳情見適用保單條款所定),包括但不限於代位權;
- 4) 促進加洲保險的認可服務供應商,就上述目的為加洲保險及/或客戶提供服務
- 5) 辦理付款要求、直接付款授權、及債務追討;
- 6) 編製統計數字,或作會計及精算用途;
- 7) 其他與上述用途有直接關係的附帶用途;及
- 8) 遵循適用法律、條例及業內守則及指引;
- 9) 使加洲保險的實際或建議承讓人能夠評核擬進行涉及有關轉讓的交易。

就上述用途,加洲保險所收集的個人資料可能會被轉移至:

- 1) 任何進行保險或再保險相關業務的其他公司或中介人;
- 2) 任何向加洲保險提供行政、電訊、電腦、付款或其他與其業務運作有關服務的代理人、承包商或第三方服務供應商;
- 3) 第三方服務提供者,包括法律顧問、會計師、調查員、理賠師、再保公司、醫護及復康顧問、考察員、專家、維修人員及任何有關之調查性質第三方服務提供者;
- 4) 信貸諮詢機構,而於客戶欠帳時,任何債務追收代理或進行索償或調查服務之公司;
- 5) 根據對加洲保險具約束力的任何法律,及就任何由政府、監管或任何其他機構所頒布且加洲保險預期須遵守的任何規例,守則或指引而言,加洲保險為有責任向其作出批露的任何人士;
- 6) 根據主管司法權區的法院的任何頒令人士;
- 7) 加洲保險的任何實際或建議承讓人或加洲保險對保單持有人的權利的受讓人;
- 8) 保險索償投訴局及同類的保險業機構;
- 9) 現存或不時成立的任何保險公司協會或聯會或同類組織(「聯會」),以達到任何上述或有關目的,或以使「聯會」執行其監管職能,或其他基於保險業或任何「聯會」會員的利益而不時在合理要求下賦予「聯會」的職能;及透過「聯會」移轉予任何「聯會」的會員,以達到上述或有關目的。

閣下可查閱和更正加洲保險持有有關閣下的任何個人資料。閣下可就有關查閱和更正的要求致函至:

加洲保險有限公司資料保障主任

香港中環德輔道中141 號

中保集團大廈16 樓1607 室

根據私隱條例,加洲保險有權收取合理費用,藉以處理任何資料的查閱要求。

(若此個人資料收集聲明之中、英文版本有歧異之處,應以英文版為準。)

私隱政策聲明

加洲保險有限公司(“加洲保險”)致力恪守第486章《個人資料(私隱)條例》(「條例」)有關收集、使用、保留和披露個人資料的規定。

加洲保險將無時無刻盡力確保所收集及/或儲存及/或傳送及/或使用的所有個人資料,須遵照條例規定的責任和要求處理。在執行上,加洲保險將確保負責處理個人資料的員工遵守最嚴格的保安及保密標準。

我們以多個途徑收集個人資料,當中最常見的情況包括當閣下查詢加洲保險提供的產品、向加洲保險申請保險產品或提出申索時。

我們向閣下收集個人資料所屬的類別,視乎該資料是在甚麼情況下收集,可能包括閣下的姓名、香港身份證號碼、聯絡詳情及與閣下申請的保險產品或閣下的索償相關的個人資料。

閣下的個人資料用作甚麼用途視乎收集該資料的情況而定。我們會於收集閣下的個人資料時或之前,在「個人資料收集聲明」內通知閣下我們打算使用其個人資料的用途。

一般而言,我們可使用閣下的個人資料作閣下提供有關資料予我們的用途、與該等用途直接相關的用途及任何其他閣下已同意的用途。

我們可提供或轉交閣下的個人資料至其他第三方。我們向哪些第三方披露閣下的個人資料,視乎該資料被用作甚麼用途。我們會於收集閣下的個人資料時或之前,在「個人資料收集聲明」內通知閣下我們打算向哪些第三方披露閣下的個人資料。

一般而言,我們可因應閣下提供有關資料予我們的用途、與該等用途直接相關的用途及任何其他閣下已同意的用途的需要而披露閣下的個人資料。

在特殊情況下,我們可因應法律規定或准許,如按照執法機關的要求或為防止危害公眾安全,披露有關個人資料。

我們保留有關個人資料的時間並不會長於達致收集該等資料原來或直接相關的用途,除非個人資料須受任何適用的法定、合約或侵權責任的規限而被保留。

根據條例規定,個人有權要求查閱和更正加洲保險持有關於其本人的個人資料。若閣下欲查閱或更正加洲保險持有關於其本人的個人資料,請致函至:

加洲保險有限公司資料保障主任

香港中環德輔道中141 號

中保集團大廈16 樓1607 室

表達有關要求。我們會將盡快處理任何關於查閱或更正個人資料的要求。加洲保險或會收取合理的費用作行政和實際成本以便處理閣下的有關要求。

(若此私隱政策聲明之中、英文版本有歧異之處,應以英文版為準。)