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**Avo Domestic Helper Protection Policy**

Welcome to the Avo family! This document ("Policy Wording") contains Avo Domestic Helper Protection Policy terms and conditions. Please read it together with the Benefit Schedule, Policy Schedule and, if any, Endorsements (collectively the "Policy") to ensure that You fully understand what cover is being provided.

In consideration of the payment of premium, We agree to provide insurance subject to the definitions, exclusions and conditions attached to this Policy.

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## **PART 1 – DEFINITIONS**

As You read Your Policy, be aware that certain words in this Policy have specific meanings, which are given below:

“Accident” or “Accidental”	A sudden, unforeseen and unexpected event occurring entirely beyond the control of You.
“Bodily Injury”	A physical injury caused solely and independently by an Accident.
“Chinese Medicine Bone-setter, Acupuncturist”	A person other than You, the Insured Person or Your immediate family member, who is registered under the Chinese Medicine Ordinance in the laws of Hong Kong and practises in acupuncture or bone-setting on the basis of traditional Chinese medicine.
“Confined” or “Confinement”	Confinement as an in-patient for a continuous period of stay for Medically Necessary treatments in a Hospital and under the professional case of a Registered Medical Practitioner and which the Hospital makes a charge for room and board for such confinement.
“Family Member”	Relative who resides with You permanently in the same premises at the Place of Employment as stated in the Policy Schedule.
“Hong Kong”	The Hong Kong Special Administrative Region of the Peoples’ Republic of China or the HKSAR.
“Hospital”	An establishment, duly constituted, registered and operated as a hospital pursuant to the law of the area in which it is located for the care and treatment of sick or injured persons with organised facilities for diagnosis and surgery and having twenty-four (24) hour nursing services by legally qualified registered nurses and medical supervision of Registered Medical Practitioner(s), and is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.
“Insured Person”	The domestic helper named as the Insured Person in the Policy Schedule who is legally employed by You and who is eligible for and covered in this Policy. His/Her duties are only in relation or incidental to the household chores. He/She must not be a relative of the Policy Holder.
“Loss of Hearing”	The entire, permanent and irrecoverable loss of hearing rendering You absolutely deaf in one or both ears which is/are beyond the remedy by surgical or other treatment.
“Loss of Limb”	The permanent and irrecoverable loss of limb(s) by physical severance at or above the wrist or ankle joint.
“Loss of Sight”	The entire, permanent and irrecoverable loss of sight in one or both eyes rendering You absolutely blind which is beyond the remedy by surgical or other treatment.
“Loss of Speech”	The disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.
“Loss of Use”	Total functional disablement.
“Maximum Benefit Amount”	The maximum compensation amount We pay You or the Insured Person corresponding to each of the benefits stated in the Benefit Schedule for the insurance plan You have chosen and for which the premium has been paid.
“Medically Necessary”	Description of treatment or services in accordance with the generally accepted standards of medical practice and such treatment or services must: a) be consistent with the diagnosis and is the customary medical treatment for the condition; and b) be in accordance with standards of good and prudent medical practice; and c) not be furnished primarily for the convenience of Registered Medical Practitioner or any other medical service providers; and d) be furnished at the most appropriate level sufficient to safely and adequately treat and be performed in the least costly setting required for treatment of a covered injury; and e) not be rendered primarily for diagnostic tests, diagnostic scanning purpose, imaging examination, laboratory test or physiotherapy in the event of a Confinement.
“Ordinance”	Employees’ Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).
“Period of Insurance”	The period of time as specified in the Policy Schedule during which this Policy is effective.
“Permanent Total Disablement”	Disablement, as a result of a Bodily Injury, which: a) totally prevents the Insured Person from working in any occupation or attending to any business whatsoever or if the Insured Person has no business or occupation, from attending to his/her usual duties; and b) having lasted for a continuous period of three hundred and sixty-five (365) days from the date of the Accident, with no sign of improvement at the end of that period.

"Physiotherapist"	A registered physiotherapist other than You, the Insured Person or immediate family member, legally registered under the Supplementary Medical Professions Ordinance (Chapter 359, Laws of Hong Kong).
"Policy Year"	Each continuous twelve (12) month period of insurance under this Policy, the first on which starts on the first effective date of this Policy and thereafter on the same date in each consecutive year.
"Pre-existing Medical Condition(s)"	Any sickness, disease, injury; physical, mental or medical condition; or physiological degradation which has existed prior to the effective date of the Period of Insurance or the initial Period of Insurance before any renewal has taken place whichever is applicable: a) Medical treatment, diagnosis, consultation or prescribed drugs have been received; or b) The symptoms or manifestations have existed, whether treatment was actually received; or c) A reasonable person in the circumstances would be expected to be aware of.
"Registered Medical Practitioner"	A person other than You, the Insured Person or Your immediate family member, qualified by degree in western medicine and legally authorised by the government in the geographical area of his/her practice to render medical and surgical services.
"Sickness" or "Disease"	A medical condition arising from a pathological deviation from the normal healthy state.
"Terrorism"	Including but not limited to any act or threat of force, violence or any act harmful to human life, tangible or intangible property or infrastructure by any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organisation or government for political, religious or ideological purposes with the intention or effect to influence any government and/or to put the public or any section of the public in fear. An act of Terrorism must be confirmed and announced to the public by the relevant government.
"Third Degree Burns"	The skin has been damaged or destroyed to its full depth and damage to the tissue beneath.
"We", "Our", "Us" or "Avo"	Avo Insurance Company Limited.
"You", "Your" or "Policy Holder"	The person who is named as the Policy Holder in the Policy Schedule; and must hold a valid Hong Kong Identity Card and is aged eighteen (18) or above on the issuance date of this Policy.

## **PART 2 – BENEFITS**

### **Section 1 – Employer's Liability**

If the Insured Person in Your immediate employ shall sustain Bodily Injury or death by Accident occurring or Disease contracted during the Period of Insurance arising out of and in the course of his/her employment by You, We will, subject to Maximum Benefit Amount as stated in the Benefit Schedule, indemnify You against the legal liability in respect of such injury or disease under the Ordinance and independently of the Ordinance to pay compensation and damages and claimant's costs and expenses and also indemnify You against costs and expenses incurred by or on behalf of You with Our written consent.

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

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

#### **Exclusions applicable to Section 1:**

We will not pay any claim for:

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

## Section 2 – Inpatient Expenses

In the event that the Insured Person is Confined in a Hospital due to Bodily Injury or Sickness, We will reimburse You up to the Maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule for the actual hospitalisation expenses incurred which are Medically Necessary, including but not limited to:

**a) Room & Board**

hospital accommodation charges, including charges for meals and general nursing services, incurred by the Insured Person who is registered as a bed patient in a Hospital; and

**b) Surgical Expenses**

charges for any Medically Necessary surgical procedures performed on the Insured Person in the Hospital by a Registered Medical Practitioner.

### Extension to day case surgery

This is an extension of the cover under this Section. We will pay the actual reasonable and customary charges for the surgical operation which is actually undertaken on outpatient or day patient basis by a Registered Medical Practitioner, subject to the Maximum Benefit Amount as stated in the Benefit Schedule.

### Exclusions applicable to Section 2:

We will not pay any claim for:

1. any expenses related to additional cost of single or private room accommodation at a Hospital or charges in respect of special or private nursing;
2. non-essential medical treatment or any medical treatment for Confinement that is not recommended by a Registered Medical Practitioner;
3. any expenses related to cosmetic surgery;
4. dental care;
5. rest care or physical check-ups;
6. vaccinations, immunisation, injections or preventive medication; or
7. any loss or expenses incurred if You fail to obtain a written medical report from the Registered Medical Practitioner.

## Section 3 – Outpatient Expenses

In the event that the Insured Person receives outpatient treatments stated below due to Bodily Injury or Sickness, We will reimburse You up to the Maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule for the actual expenses incurred which are Medically Necessary.

**a) Clinical Expenses**

The cost of the medical consultation and any charges for prescribed medicines and drugs from any legitimate source and any laboratory and x-ray charges incurred upon the advice of a Registered Medical Practitioner.

**b) Expenses for bone-setting, acupuncture or physiotherapy treatment**

Expenses for bone-setting, acupuncture or physiotherapy treatment rendered by a Chinese Medicine Bone-setter, Acupuncturist or Physiotherapist.

### Exclusions applicable to Section 3:

We will not pay any claim for:

1. Clinical Expenses of non-essential medical treatment or any medical treatment not recommended by a Registered Medical Practitioner;
2. any expenses related to cosmetic surgery;
3. dental care;
4. rest care or physical check-ups;
5. vaccinations, immunisation, injections or preventive medication; or
6. any Chinese medicine treatment other than bone-setting and acupuncture treatment.

## Section 4 – Dental Expenses

We will reimburse the expenses reasonably and necessarily incurred by the Insured Person for oral surgery, treatment of abscesses, X-rays, extractions or fillings as a result of dental disease or Bodily Injury provided such treatment and service are received from a legally qualified and registered dentist in Hong Kong, up to the Maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule.

### Exclusions applicable to Section 4:

We will not pay any claim for:

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

## Section 5 – Personal Accident

If the Insured Person sustains a Bodily Injury during the rest days of the Insured Person directly and solely resulting in the death or permanent disablement within three hundred and sixty-five (365) consecutive days from the date of Accident, We will pay the Insured Person or his/her legal estate the benefit based on the *Compensation Table* as below up to 100% of the Maximum Benefit Amount as stated in the Benefit Schedule.

*Compensation Table*

Bodily Injury leading to	% of the Maximum Benefit Amount
1. Accidental death	100%
2. Permanent Total Disablement	100%
3. Loss of Sight in	
a. both eyes	100%
b. one eye	50%
4. Loss of Limb or its Loss of Use	
a. two or more limbs	100%
b. one limb	50%
5. Loss of Hearing in	
a. both ears	100%
b. one ear	50%
6. Loss of Speech and Loss of Hearing	100%
7. Loss of Speech	50%
8. Third Degree Burns - % of surface areas	
a. head: >12% or body: >20%	100%
b. head: >8% to 12% or body: >15% to 20%	75%
c. head: 5% to 8% or body: 10% to 15%	50%

**Conditions applicable to Section 5:**

1. If the Insured Person suffers from more than one of the Bodily Injuries listed above in the same Accident, We will pay for the one with the highest percentage of the benefit amount shown in the *Compensation Table*.
2. The severity of Bodily Injury must be certified by a Registered Medical Practitioner with medical reports and full diagnosis.
3. Any body part which was partially disabled prior to a Bodily Injury covered under this Policy and subsequently becomes totally disabled as a result of such Bodily Injury, the percentage of benefit amount payable shall be determined by Us. However, no benefit shall be payable in respect of any loss of a body part which was permanently disabled prior to the Bodily Injury.

**Exclusions applicable to Section 5:**

We will not pay any claim for:

1. Bodily Injury which is a consequence of any kind of Diseases or Sickness;
2. taking part in any sports in a professional capacity or where the Insured Person would or could earn income or remuneration from engaging in such sports as a source of income; or
3. any aerial activities, except as a fare paying passenger in an aircraft operated by an airline or air charter company which is duly licensed for the regular transportation of fare-paying passengers.

**Section 6 – Service Interruption**

We will reimburse expenses reasonably and necessarily incurred by You to hire a temporary domestic helper in the event of the Insured Person’s Confinement over twenty-four (24) hours which is covered under Section 2 - Inpatient Expenses. We will pay for each day the Insured Person is hospitalised up to the Maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule.

**Section 7 – Repatriation**

We will reimburse expenses reasonably and necessarily incurred up to the Maximum Benefit Amount as stated in the Benefit Schedule for:

1. repatriation of the Insured Person to the country of residence in the event of Sickness or Bodily Injury resulting in the Insured Person being certified by a Registered Medical Practitioner as medically unfit to work provided that such repatriation shall be on a scheduled flight (economy class) and shall include any transportation for ambulance transfer to and from the airport.
2. the post-mortem treatment and transportation of the Insured Person’s mortal remains from the airport to the nearest place of burial in the Insured Person’s country of residence.

**Exclusion applicable to Section 7:**

We will not pay any claim for any repatriation or transportation of mortal remains originating outside Hong Kong.

**Section 8 – Replacement**

We will reimburse expenses reasonably and necessarily incurred by You during the Period of Insurance to employ a new domestic helper as replacement in the event that You repatriated the Insured Person or returned his/her mortal remains to his/her country of residence and a valid claim is payable under Section 7 - Repatriation, up to the Maximum Benefit Amount as stated in the Benefit Schedule.

## **Section 9 – Personal Liability**

If the Insured Person becomes legally liable to pay compensation for:

1. Accidental death, Bodily Injury or illness of any person other than You or Your Family Member;
  2. Accidental loss of or damage to any third party property other than the property of You or Your Family Member;
- occurring in the course of his or her employment in Hong Kong arising from his or her negligence, We will indemnify You in respect of all sums payable including all costs and expenses of litigation to any claimant or any number of claimants in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent on or attributed to one source or original cause, subject to the Maximum Benefit Amount as stated in the Benefit Schedule.

### **Exclusions applicable to Section 9:**

We will not pay any claim for:

1. any agreement unless liability would have attached otherwise;
2. any ownership, possession or use of any mechanically and/or electrically propelled vehicles and/or accessories, including but not limited to pedal cycles, motorcycles, aircraft and/or watercrafts; or
3. any food and drink poisoning.

## **Section 10 – Fidelity Protection**

We will pay for Your pecuniary loss up to the Maximum Benefit Amount and subject to the sub-limit as stated in the Benefit Schedule directly resulting from the act of fraud or dishonesty committed by the Insured Person, including but not limited to:

- a) unauthorised use of long-distance calls, and
- b) the costs of replacing main door lock and/or gate lock.

### **Conditions applicable to Section 10:**

1. The act of fraud or dishonesty must be committed during the Period of Insurance.
2. The act of fraud or dishonesty must be discovered during the Period of Insurance or within thirty (30) days after the Policy expiry or within thirty (30) days after death, dismissal or expiry of employment contract of the Insured Person, whichever is the sooner.
3. Money due by You to the Insured Person shall be deducted from any amount otherwise payable under this Section.
4. Discovery of any act of fraud or dishonesty must be reported to the police within twenty-four (24) hours.
5. It is Your duty to prove that Your pecuniary loss is a direct result of the act of fraud or dishonesty committed by the Insured Person.

## **Section 11 – Family Member Medical Expenses**

If You or Your Family Member sustains Bodily Injury caused by intentional malicious act of the Insured Person, We shall pay the medical expenses up to the Maximum Benefit Amount as specified in the Benefit Schedule resulting from such Bodily Injury provided that the incident is reported to the police within twenty-four (24) hours and a medical report is filed.

## **PART 3 – GENERAL EXCLUSIONS**

We will not pay You for any benefits if the claim is caused directly or indirectly as a result of or in connection with:

1. any event occurred outside Hong Kong;
2. any illegal or unlawful acts;
3. suicide, attempted suicide, intentional self-injury, insanity, mental or nervous disorders, sleep disorder, psychiatric disorder, or willful exposure to danger (other than in an attempt to save human life);
4. Pre-existing Medical Conditions (including psychological, venereal disease, congenital anomalies and deformities, infertility and sterilisation);
5. the influence of alcohol or drugs;
6. engaging in naval, military or air force service or operations, armed force service; war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, riot or civil commotion assuming the proportions of or amounts to popular rising (except as specified under individual sections), military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
7. abortion, miscarriage, pregnancy or childbirth or any complications arising from these conditions;
8. HIV, AIDS and/or any sexually transmitted disease;
9. any acts of Terrorism; or
10. any nuclear reaction or contamination, ionising rays or radioactivity.

## **PART 4 – GENERAL CONDITIONS**

1. **POLICY CONTRACT**  
This Policy is a contract between You and Us and contains this Policy Wording, the Benefit Schedule, the Policy Schedule and any Endorsements. Any changes to the terms and conditions of this Policy are only valid if We have given Our approval in writing, and issue You Our official Endorsement(s).
2. **AGE LIMIT AND ELIGIBILITY**  
Any person who is aged eighteen (18) or above is eligible to enroll as an Insured Person under this Policy.
3. **REASONABLE CARE**  
You and the Insured Person shall act in a prudent manner and exercise reasonable care and prevent accidents, injury, sickness, loss or damage.
4. **GOVERNING LAW AND JURISDICTION**  
This Policy is issued in Hong Kong and is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and shall be governed and construed in accordance with the laws of Hong Kong.
5. **CHANGE IN INFORMATION**  
If at any point in time, You become aware that any information declared to Us is incorrect or needs update, You must notify Us immediately since this can affect whether Your Policy is still valid. We will assess the new details provided and may issue Endorsement; cancel the Policy or decline the renewal or offer to renew the Policy on different terms.
6. **MISREPRESENTATION OR NON-DISCLOSURE**  
This Policy shall be void from the effective date of this Policy and We will not pay any claim if You, or anyone acting on behalf of You makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to act in utmost good faith. We will not be liable to refund any premium paid. If any benefit has been paid by Us, You shall refund such benefit to Us within seven (7) days from the date of Our notice of demand.
7. **CHANGE OF PLAN OR BENEFIT**  
Change of plan or benefit is not allowed for this Policy during the interim Period of Insurance. Subject to Our approval, You may request for change of plan or benefit only at the time of the renewal of this Policy.
8. **CLERICAL ERROR**  
Clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.
9. **DUPLICATE INSURANCE**  
If You are covered under more than one (1) policies of the same kind which are underwritten by Us for the same Insured Person and Period of Insurance, We shall only be liable for the policy with the maximum benefit amount. Where the benefit amount under any additional policy is identical, We shall only be liable for the policy first issued.
10. **OTHER INSURANCE**  
Except for Section 5 – Personal Accident of this Policy, if there is any other policy insured by other insurance company which also covers the same benefits as this Policy at the time of a claim, this Policy is not to be called upon in contribution and is only to pay any loss thereon if and so far as not recoverable under any other insurance.
11. **MAXIMUM LIABILITY ON PERSONAL ACCIDENT**  
Where any person is insured under multiple policies which contain personal accident covers and are issued by Us, the maximum liability in respect of such person under all personal accident covers shall not exceed HKD5,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.
12. **MEDICAL EXAMINATION**  
We shall be entitled in case of non-fatal injury to call for examination by a medical referee appointed by Us if We deem necessary and in the event of death to have a post-mortem examination at Our expense. The result of such examination shall be Our property.
13. **FRAUD**  
If any claim under this Policy shall be, in respect, fraudulent or if any fraudulent means or devices shall be used by You or anyone acting on Your behalf to obtain a benefit under this Policy, We shall have no liability in respect of such claim and all covers under this Policy shall cease immediately. We will not be liable to refund any premium paid.
14. **NOTICE OF CLAIM**  
You must give written notice of claim to Us within thirty (30) days after the occurrence of any event likely to give rise to a claim under this Policy or as soon thereafter as is reasonably possible. In the event of death, immediate notice must be given to Us by Your legal estate. All claims shall be made together with satisfactory proof to Us and all proof shall be rendered at Your own expense or Your representative's expense. We shall not accept liability for any claim if the required information is not received within sixty (60) days from the issue date of any written request from Us requesting such further information, and the claim is thereafter deemed to be abandoned.
15. **CLAIMS SETTLEMENT**  
Upon occurrence of any event likely to give rise to a claim under this Policy,
  - (a) You must within thirty (30) days provide Us with a detailed statement describing the event;
  - (b) You shall at Your own expenses furnish Us the requested document(s) and/or the original document(s) upon requested;
  - (c) all expenses to be indemnified under this Policy shall in the first instance, be paid by You and the invoices and receipts are to be submitted with the claim form to Us for reimbursement;

- (d) We shall be entitled to undertake in the name and on behalf of You or the Insured Person the absolute conduct, control and settlement of any proceedings instituted against You or the Insured Person and You or the Insured Person shall give all necessary information and assistance to enable Us to settle or resist any such claim or proceedings; and
- (e) You or the Insured Person shall not make any admission of liability offer promise payment or indemnity without the written consent by Us.

Any writ summons or other legal proceedings issued or commenced against You or the Insured Person in relation to any event which may give rise to a claim under this Policy shall be notified to Us in writing and forwarded to Us immediately on receipt;

16. TO WHOM INDEMNITIES PAYABLE

Any indemnity related to personal accident shall be payable to the Insured Person or his/ her legal estate. All other indemnities shall be payable to You.

17. SUBROGATION

We have the right to proceed at Our own expense in the name of You against any third parties who may be responsible for any occurrence giving rise to a claim under this Policy and any amount so recovered shall belong to Us. You shall fully cooperate with Us in the recovery action.

18. CURRENCY

All premiums and benefits payable under this Policy are in Hong Kong dollars unless otherwise endorsed in the Policy Schedule. For claim incurred in foreign currency, the exchange rate will be determined by Us at a reasonable foreign currency exchange rate We choose. We are not legally responsible for any exchange rate-related losses that You may have.

19. LANGUAGE

The Chinese version of this Policy is for reference only. Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

20. DEALING WITH DISPUTES

If any dispute on Your Policy that We cannot resolve, We agree to resolve the dispute by mediation. If mediation fails, the dispute can be determined by arbitration by a single arbitrator. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the chairman for the time being of 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. We disclaim liability to You for any claim under Your Policy and such claim shall not within twelve (12) calendar months from the date of such disclaimer have been referred to arbitration then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.

21. 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 Special Administrative Region) to enforce any terms of this Policy.

22. SANCTION CLAUSE

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefits to You if the loss or expense reimbursed or paid by Us would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom and United States of America or any jurisdiction applicable to Us.

23. COMPLIANCE WITH POLICY PROVISIONS

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

24. POLICY LIMIT

The maximum amount of compensation received from Us shall not be more than the sub-limit of each benefit and the Maximum Benefit Amount of each section as stated in the Benefits Schedule. In no event shall the total benefit amount payable exceed 100% of the Maximum Benefit Amount and any applicable sub-limits as stated under each section in the Benefit Schedule.

25. COLLECTION OF PERSONAL DATA

You and the Insured Person agreed that all personal data collected and held by Us will be used according to Our Privacy Policy which is available at Our website.

26. RENEWAL

This Policy may be renewed with Our consent by payment of the premium in advance as specified in the renewal notice. Yet We reserve the right to alter the terms and conditions, including but not limited to the premiums, benefits, Maximum Benefit Amount or exclusions of this Policy at the time of renewal by giving thirty (30) days' written notice to You in advance. We will not be obligated to reveal Our reasons for such amendments. For non-renewal policy, We will notify You the policy not to invite renewal at Our absolute discretion thirty (30) days prior to the expiration of this Policy.

27. CANCELLATION

We may cancel this Policy at any time by sending You fourteen (14) days' advance written notice to the latest address or Your latest email address on Our file and refund pro-rata premium to You for the unexpired period. The cancellation will not prejudice any claim originating prior to cancellation of this Policy. Any notice so served shall be deemed received by You as follows:

- i) If sent by post, two (2) working days after posting; or
- ii) If sent by email, on the date and time transmitted.

You may cancel this Policy by giving Us prior written notice. Provided that there has been no claims payment under this Policy during the Period of Insurance, We will with reference to the Policy Year refund premium on pro-rata basis to You, subject to the minimum premium of HKD300 which is in no event refundable after the Policy is issued.



28. TERMINATION OF POLICY

- a) This Policy shall automatically terminate on the earliest of the following dates:
- i) this Policy ceases pursuant to the 6. MISREPRESENTATION OR NON-DISCLOSURE or 13. FRAUD under Part 4 – GENERAL CONDITIONS;
  - ii) when We or You cancel this Policy according to 27. CANCELLATION under Part 4 – GENERAL CONDITIONS;
  - iii) upon payment of 100% of the Maximum Benefit Amount under Section 5 – Personal Accident under Part 2 – BENEFITS of this Policy;
  - iv) the date of death of You; or
  - v) upon expiry of the Period of Insurance.
- b) Immediately following termination of this Policy, all coverage under this Policy shall cease to be in force. No unearned premium paid for the Period of Insurance of this Policy shall be refunded, unless specified otherwise in the 27. CANCELLATION under Part 4 – GENERAL CONDITIONS.

