



CHINA MERCHANTS INSURANCE COMPANY LIMITED

Suites 2303-04, 23/F., South Island Place, 8 Wong Chuk Hang Road, Hong Kong.
Tel.: 2890 5940 Fax: 2576 2292

MASTER POLICY SCHEDULE

Policy Number	: PIL-3172-000007	Replacing Policy Number	: PIL-3172-000005
Class of Insurance	: Malpractice Liability Insurance (Primary Cover)		
Master Policyholder	: Association of Hong Kong Nursing Staff		
Correspondence Address	: 6/F, Hing Wan Commercial Building, 25-27 Parkes Street, Jordan, Kowloon		
Insured	: Individual Member Insured of Association of Hong Kong Nursing Staff		
Professional Business Practice	: Registered Nurse, Enrolled Nurse, Nurse Student and/or Nurse Members, including health promotion and nursing-related lecturing		
Period of Insurance	: From 01-05-2020 to 30-04-2021 (both days inclusive)		
Aggregate Limit of Indemnity	: HKD17,500,000 any one Claim and in the aggregate inclusive of Costs and Expenses shared by all Individual Members Insured		
Retroactive Date	: As per the expiring Certificate of Insurance for Individual Members Insured as approved and confirmed by China Merchants Insurance Company Limited. Insurance Inception Date excluding known Claims and/or circumstances for newly joined members as approved and confirmed by China Merchants Insurance Company Limited.		
Deductible	: HKD20,000 for each and every Claim inclusive of Costs and Expenses. This Deductible is not applicable to:- (i) Coroner's Enquiries (Automatic Extension 2.3), (ii) Inquest Endorsement (Endorsement J), and (iii) Loss of Income (Endorsement M)		
Premium (inclusive of 0.085% premium levy)	: (a) HKD2,502 for each Individual Member Insured (b) HKD1,251 for each new Individual Member Insured who confirms to join on or after 1 Nov 2020		
Insurance Intermediary	: Arvuda Insurance Services Limited		
This Master Policy Schedule should be read in conjunction with the Policy terms, conditions, definitions and exclusions as detailed in the enclosed policy wordings (Ref. CMI Medical Malpractice PIL-MMP-0419).			
Levy collected by the Insurance Authority has been imposed on relevant policy at the applicable rate and would be remitted in accordance with the prescribed arrangements. For further information, please visit our website www.cm-insurance.com or contact us at (852) 2890 5940.			

Issued in Hong Kong on 06-Apr-2020

Signed for and on behalf of
China Merchants Insurance Company Limited

Authorised Signature

招商局 保險有限公司

香港黃竹坑道8號 South Island Place 23樓 2304-04室
電話：2890 5940 傳真：2576 2292





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A) EXTENSIONS

Automatic Extensions

- | | |
|-------------------------------------|-------------------------------|
| • Defamation | Included / Deleted |
| • Loss of Documents | Included / Deleted |
| • Coroner's Enquiries | Included / Deleted |
| • Emergency First Aid | Included / Deleted |
| • Estates and Legal Representatives | Included / Deleted |

B) SPECIFIC EXCLUSION

It is agreed that CMI shall not be liable under this Master Policy to provide indemnity in respect of any Claim directly or indirectly based upon, attributable to, or in consequence of any Individual Member Insured's Liability arising out of any directorship, partnership, management &/or operation of a (including but not limited to) home for aged, care and attention home, and convalescent of nursing home or elderly home.

C) RUN-OFF COVER FOR RETIRED INDIVIDUAL MEMBER INSUREDS ENDORSEMENT

It is agreed that in the event that an Individual Member Insured becomes retired, not to be forced to retire due to any circumstance whatsoever, then this Master Policy shall continue through to the expiry date, but shall only apply to any Claims arising from Malpractice which has been committed or alleged to have been committed prior to the effective date of the retirement.

If this Master Policy is renewed for a further twelve (12)-months, then any retired Individual Member Insured shall have the right to extend cover for a further thirty-six (36)-months, subject to any coverage available being only:

- for any Claims arising from Malpractice which has been committed or alleged to have been committed prior to the effective date of the retirement; and
- for a Aggregate Limit of Indemnity no greater than that stated in the Master Policy Schedule.
- If an Individual Member Insured has exercised their rights under this Endorsement from the prior year, then they shall not be permitted to apply for run-off cover once more.

The Premium payable for this run-off cover shall be 150% of annual Premium. Written notice from the Individual Member Insured exercising this right to extend cover must be received by CMI no later than seven (7)-days after the expiry of the Period of Insurance.

D) REINSTATEMENT ENDORSEMENT

It is agreed that CMI's liability under this Policy shall not exceed the Aggregate Limit of Indemnity.

PROVIDED ALWAYS THAT:

- In the event of the partial or complete exhaustion of the Aggregate Limit of Indemnity by payment of any Claim or series of Claims which is/are attributable to or arise(s) out of the same cause or event, the Aggregate Limit of Indemnity shall be wholly or partially reinstated but only:
 - in respect of a Claim or series of Claims which is/are attributable to or arise(s) out of a



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different cause or event; and

- (ii) in so far as the total amount for which CMI shall be liable in respect of all Claims covered under this Policy during the Period of Insurance shall not exceed three times the Aggregate Limit of Indemnity;
- (b) reinstatement of the Aggregate Limit of Indemnity will not take place until such time as the limit(s) of indemnity of any policy or policies effected in excess of the Aggregate Limit of Indemnity is/are exhausted by payment of a Claim or series of Claims for which, but for this clause, an indemnity would otherwise be available under this Master Policy.
- (c) this Extension shall not apply to any Claim directly or indirectly based upon, attributable to, or in consequence of any act, omission or breach referred to in Section B, Exclusion B2 'Fraud and Dishonesty'.

E) ADVANCE PAYMENT OF COSTS & EXPENSES EXTENSION

It is agreed that CMI may, in its sole and absolute discretion, advance Costs and Expenses to an Individual Member Insured where cover has not been granted under this Master Policy, PROVIDED ALWAYS THAT where the conduct described in Section B, Exclusion 2 'Fraud and Dishonesty' is proven against a specific Individual Member Insured an admission or a final adjudication of a court or arbitrator, any Costs and Expenses paid by CMI to that specific Individual Member Insured under this Extension will become immediately repayable to CMI.

F) ELIGIBILITY OF THE INDIVIDUAL MEMBER INSURED ENDORSEMENT

It is agreed that every Individual Member Insured must complete a proposal form of which is accepted by CMI, and has paid the required Premium required by CMI prior to the Master Policy inception.

G) A SINGLE ANNUAL AGGREGATE LIMIT OF INDEMNITY ENDORSEMENT

It is agreed that if the aggregate total of all Claims incurred under this Master Policy by all Individual Members Insured during any one Period of Insurance exceeds HKD17,500,000 any one Claim and in the aggregate, then:

- (a) CMI shall not be liable under this Master Policy for the proportion of any such loss(es) that exceed the Aggregate Limit of Indemnity; and
- (b) the indemnity available to all Individual Members Insured under this Master Policy shall be reduced as a result; and
- (c) the Individual Members Insured shall at CMI's discretion be liable to repay to CMI all amounts of any loss overpaid during the Period of Insurance.

H) CONTINUOUS COVER ENDORSEMENT

A Claim or circumstance that might give rise to the Claim otherwise covered by this Policy but which is not covered solely because it is excluded by Section B, Exclusion 1 'Prior or Pending' shall, in the absence of fraudulent misrepresentation or fraudulent non-disclosure, remain covered by this Policy provided always that:



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- (a) the Insured first became aware of the Claim or circumstance after the inception date of an earlier policy where the Insured has maintained such insurance coverage continuously and without interruption;
- (b) the Claim or circumstance could or should have been notified under an earlier policy:
 - (i) which would otherwise have covered such a Claim or circumstance, and
 - (ii) of which this Policy is a renewal or replacement that it succeeds in time,
- (c) the coverage provided to such a Claim or circumstance shall be subject to and in accordance with all the terms and conditions (including for avoidance of doubt, the Limit of Indemnity and any Deductible) of that earlier policy to which such a Claim or circumstance should have been notified.

I) SPECIFIC ENDORSEMENT

It is agreed that the following Exclusions are deleted entirely under this Master Policy:

- 1) B17 AIDS/HIV AND Hepatitis Non A
- 2) B18 Beauty and Body Slimming
- 3) B19 Abortion
- 4) B20 Doctors

J) INQUEST ENDORSEMENT

It is hereby understood and agreed that CMI agrees to pay to or on behalf of the Individual Member Insured the reasonable and necessary costs of investigation and defence, including legal representation costs, incurred with the written consent of CMI, arising out of an "Inquest" at which the Individual Member Insured is required to respond and/or attend in respect of Malpractice by reason of any negligent act, Error, or omission committed or alleged to have been committed on the part of the Individual Member Insured during the Period of Insurance. PROVIDED ALWAYS THAT:

- (a) CMI's limit of liability under this Extension shall not exceed HKD3,000,000 any one occurrence and in the aggregate; and
- (b) such costs shall be part of, and not in addition to, the Aggregate Limit of Indemnity; and
- (c) CMI shall not be liable to pay any penalty, fine or award of costs made against the Individual Member Insured.

For the purpose of this endorsement, "Inquest" shall mean investigation, inquiry or disciplinary proceedings (but not criminal prosecution) conducted by Preliminary Investigation Committee (PIC) of the Nursing Council of Hong Kong being established under the Nurses Registration Ordinance, the Nurses (Registration and Disciplinary Procedure) Regulations and the Enrolled Nurses (Enrolment and Disciplinary Procedure) Regulations (Cap. 164, Cap. 164A and Cap. 164B, Laws of Hong Kong) arising out of medical services in the conduct of the Professional Business Practice having been provided by or on behalf of the Individual Member Insured to a Patient.



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K) EMERGENCY COSTS EXTENSION

It is hereby understood and agreed that CMI shall reimburse Emergency Costs up to a limit of twenty-five percent (25%) in the aggregate of the Aggregate Limit of Indemnity, but only upon receipt by CMI of a written request from the Individual Member Insured received within thirty (30) days of those Emergency Costs being incurred.

"Emergency Costs" shall mean costs and expenses exceeding any applicable Deductible :

- a) incurred without CMI's prior written agreement because an emergency reasonably prevents the Individual Member Insured from obtaining such agreement; and
- b) for the defence of a Claim only; and
- c) which CMI later agrees have been reasonably incurred.

L) BREACH OF CONFIDENTIALITY &/OR PRIVACY INFRINGEMENT ENDORSEMENT

It is hereby understood and agreed that CMI agrees to provide coverage in respect of any Claim made against the Individual Member Insured for breach of confidentiality or privacy infringement PROVIDED THAT such Claim arises out of the conduct of the Professional Business Practice.

M) LOSS OF INCOME

It is hereby noted and agreed that when the employment of the Individual Member Insured is suspended as a result of a disciplinary penalty imposed by the Nursing Council in consequence of an incident due to Malpractice which is indemnifiable under the Policy, CMI will pay an amount equal to 35% of the Individual Member Insured's Monthly Salary from the second month of the Suspension Period, but not exceeding HKD30,000 per month for a maximum period of 3 months consecutively, after deducting any amount which is receivable

- 1) from the employer as the total or part of the Monthly Salary, and/or
- 2) under any other insurance policy(ies).

DEFINITION

Monthly Salary: the amount received in cash as Basic Monthly Salary and regular allowance not exceeding 35% of the Basic Monthly Salary for the month immediately before the suspension of the employment excluding any other allowance, overtime payment, commission, bonus, payment in arrear or accrued and payment of reimbursement nature, as evidenced by the salary statement or payroll slip which is to be provided to CMI.

Suspension Period: the period during which the employment of the Individual Member Insured is suspended but excludes

- 1) any period after dismissal or resignation, and/or
- 2) no pay leave requested or initiated by the Individual Member Insured



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In case of a valid claim under this Extension, the amount payable will be settled after the termination of the Suspension Period, but CMI will not unreasonably withhold the request for interim payment, for which the Individual Member Insured may have need.

PROVIDED ALWAYS THAT:

- (a) the amount payable under this Extension shall be part of, and not in addition to, the Aggregate Limit of Indemnity; and
- (b) the Individual Member Insured shall give written notice of the suspension of the employment together with a copy of the employer's notice of the suspension to CMI within 14 days from the commencement date of the Suspension Period. This requirement, however, shall not alter the Individual Member Insured's obligation under the Claims Conditions to notify CMI of a Claim arising from Malpractice as soon as practicable; and
- (c) the Individual Member Insured shall provide all relevant information (including, but not limited to, salary statement or payroll slip) as requested by CMI; and
- (d) subject otherwise to the terms, exceptions and conditions of the Policy.

Signed for and on behalf of
China Merchants Insurance Company Limited

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Authorised Signature

Date issued: 06-Apr-2020