



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-3172-000012	Replacing Policy Number	: PIL-3172-000010
Class of Insurance	: Malpractice Liability Insurance (Secondary 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 01-05-2022 to 30-04-2023 (both days inclusive)		
Aggregate Limit of Indemnity	: HKD15,000,000 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	: Nil		
Premium (inclusive of 0.1% premium levy)	: (a) HKD250 for each Individual Member Insured (b) HKD125 for each new Individual Member Insured who confirms to join on or after 1 Nov 2022		
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 25-Mar-2022

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





招商局保險有限公司

CHINA MERCHANTS INSURANCE COMPANY LIMITED

Suites 2303-04, 23/F., South Island Place
8 Wong Chuk Hang Road, Hong Kong
Tel: (852) 2890 5940 Fax: (852) 2576 2292
Website: www.cm-insurance.com

Malpractice Liability Insurance Policy

Please read this Policy carefully upon receipt and promptly request the Company for necessary amendments

A. THE COVER

Preamble

In consideration of payment of the Premium, CMI will provide Indemnity in accordance with, and subject to, the terms of this Master Policy.

SECTION 1 - INSURING CLAUSES

1.1 Insuring Clause A

CMI agrees to indemnify the Insured against legal liability for any Claim for compensation first made against the Insured during the Period of Insurance and which is notified in writing to CMI during the Period of Insurance arising from Malpractice by reason of any negligent act, error or omission committed or alleged to have been committed on the part of the Insured.

1.2 Insuring Clause B

CMI agrees to pay, the Costs and Expenses incurred with the written consent of CMI in the defence or settlement of any Claim covered by this Master Policy. PROVIDED ALWAYS THAT such Costs and Expenses shall be part of, and not in addition to, the Limit of Indemnity.

1.3 Retroactive Date

- (a) "Unlimited Retroactive Cover" — unless a Retroactive Date is specified in the Master Policy Schedule, this Master Policy shall provide cover in respect of acts, errors or omissions committed (or alleged to have been committed) irrespective of when such acts, errors or omissions were committed (or were alleged to have been committed).
- (b) "Limited Retroactive Cover" — where a Retroactive Date is specified in the Master Policy Schedule, then this Master Policy shall only provide cover in respect of acts, errors or omissions committed or alleged to have been committed on or after the Retroactive Date.

SECTION 2 - AUTOMATIC EXTENSIONS

2.0 PREAMBLE

CMI shall provide Indemnity as is available under this section, for **nil additional premium**, PROVIDED ALWAYS THAT:

- (a) each Extension is subject to the Master Policy Schedule, Insuring Clauses, Conditions, Definitions, Exclusions, Deductible and other terms of this Master Policy (unless otherwise stated herein);
- (b) the Inclusion of any Extension shall not increase the Limit of Indemnity.

2.1 Defamation

CMI agrees to provide coverage in respect of any Claim made against the insured, by any person, for any unintentional defamation by reason of words written (*libel*) or spoken (*slander*) provided that such Claim arises out of the conduct of the Professional Business Practice.



2.2 Loss of Documents

CMI agrees to provide coverage arising from the loss of any Documents (including but not limited to Documents which are the property of the Insured) which have been destroyed, damaged, lost or mislaid and, after diligent search, cannot be found. PROVIDED ALWAYS THAT:

- (a) the discovery of such loss of Documents occurred during the Period of Insurance and was notified in writing to CMI within twenty-eight (28) days after the date of such discovery;
- (b) such coverage shall be limited to the costs, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring such Documents and any Claim for such costs, charges, and expenses shall be supported by bills and/or accounts which shall be subject to approval by a competent person nominated by CMI with the approval of the Insured;
- (c) such coverage shall be limited to the loss of any Documents:
 - (i) which were in the physical custody or control of the Insured or any other person to whom the Insured entrusted, lodged or deposited such Documents in the ordinary course of business;
 - (ii) which occurred within the territorial limits of Asia, Commonwealth of Australia or the Dominion of New Zealand;
- (d) in respect of each Claim by the Insured the amount of the Deductible shall be borne by the Insured at their own risk and CMI shall only be liable to indemnify the Insured for that part of any Claim which is in excess of the Deductible.
- (e) this Extension shall not apply to the loss of any Documents brought about by or contributed to by fire, water, burglary or theft.

2.3 Coroner's Enquiries

CMI agrees to pay Costs and Expenses incurred by the Insured with the written consent of CMI, arising out of the representation of the Insured at any coroner's enquiry at which the Insured is legally required to attend provided that the amount recoverable hereunder shall not exceed HKD1,000,000 any one occurrence and in aggregate.

2.4 Emergency First Aid

CMI agrees to provide coverage in respect of any Claim made against the Insured in respect of any legal liability arising from voluntary medical assistance administered, or the failure to provide medical assistance to any person, at the scene of an accident, medical emergency or disaster by the insured provided that the medical assistance or failure to provide medical assistance is provided at a time when the Insured is not engaged in a professional capacity by any person or entity.

2.5 Estates and Legal Representatives

CMI agrees to provide coverage to the estates, heirs, legal representatives or assigns of any Insured in the event of the death or incapacity of such Insured. PROVIDED ALWAYS THAT such persons shall observe and be subject to all the terms of this Master Policy insofar as they can apply.

B. EXCLUSIONS

CMI shall not be liable under this Master Policy to provide indemnity in respect of any Claim against the Insured:

1. Prior or Pending

- (a) made, threatened or intimated against the Insured Prior to the commencement of the Period of Insurance;
- (b) directly or indirectly based upon, attributable to, or in consequence of any fact or circumstance:
 - (i) of which written notice has been given, or ought reasonably to have been given, under any previous policy; or
 - (ii) of which the Insured first became aware prior to the commencement of the Period of Insurance, and which the Insured knew or ought reasonably to have known had the potential to give rise to a Claim under this Policy.

2. Fraud and Dishonesty

directly or Indirectly based upon, attributable to, or in consequence of:

- (a) any actual or alleged dishonest, fraudulent, criminal, or malicious act or omission of any Insured or their consultants, sub-contractors or agents; or
- (b) any act or omission of any Insured or their consultants, sub-contractors, or agents committed or alleged to have been committed with a reckless disregard for the consequences thereof; or
- (c) willful breach of any statute, contract or duty by the Insured or their consultants, sub-contractors, or agents.

3. Assumed Duty or Obligation

directly or indirectly based upon, attributable to, or in consequence of

- (a) any duty or obligation assumed by the Insured which is not assumed in the normal conduct of the Insured's Professional Business Practice, or
- (b) any duty or obligation which the Insured assumes solely as a result of acting as a director of any company or trustee of any trust.
- (c) any liability imposed upon the Insured pursuant to any contract if such liability would not have been imposed upon the Insured in the absence of any such contract.

4. Clinical Trials

directly or indirectly based upon, attributable to or in consequence of:

- (a) any liability incurred or alleged to have been incurred arising out of any activity conducted by the Insured or by anyone for whose acts the Insured may be liable in connection with a Clinical Trial.
- (b) any services provided to a pharmaceutical company.

5. Billings

directly or indirectly based upon, attributable to, or in consequence of:

- (a) any trading debt incurred by the Insured or any guarantee given by the Insured for a debt.
- (b) any legal obligation to refund any fee charged to a Patient.

6. Related or Associated Entities

brought or maintained by or on behalf of:

- (a) any Insured or any Subsidiary of the Insured; or
- (b) any person who, at the time of the negligent act, error or omission giving rise to the Claim, is a "Family Member" unless such person is acting without any prior direct or indirect solicitation or co-operation of any Insured.

7. Obligations to Employees

directly or indirectly based upon, attributable to, or in consequence of bodily injury, mental injury, sickness, disease or death of any Employee of the Insured or damage to or destruction of any property of any Employee, including loss of use, arising out of, or in the course of, their employment.

8. Occupiers Liability and Property Damage

directly or indirectly based upon, attributable to, or in consequence of:

- (a) any liability incurred or alleged to have been incurred as a result of any occupation or ownership of any real property by the Insured;
- (b) physical loss of, damage to, or destruction of, any tangible property (other than any Documents), including loss of use thereof Loss of Profits or any consequential loss.

9. Intoxicants and Drugs

arising out of medical services rendered by any Insured while under the influence of intoxicants or drugs or any failure to render medical services competently or at all because of such influence.

10. Fines and Penalties

for punitive, aggravated, multiple or exemplary damages, or fines or penalties imposed by law, including but not limited to, civil penalties, awards of statutory compensation and/or damages under the Companies and/or Securities and Futures Ordinances and related legislation.

11. Nuclear

directly or indirectly based upon, attributable to, or in consequence of ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel. PROVIDED ALWAYS THAT this Exclusion shall not apply to legal liability arising from radioisotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively or incidental to ordinary industrial, education, medical or research pursuits.

12. Supply of Goods

arising from the sale, supply, installation, alteration, modification or manufacture of goods by or on behalf of the insured.

13. War

(a) directly or indirectly based upon, attributable to, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage to property by or under the order of any government or public local authority.

(b) directly or indirectly based upon, attributable to, or in consequence of any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the Claim resulting therefrom is accidental or intentional.

14. Terrorism

directly or indirectly based upon, attributable to, or in consequence of any Act of Terrorism.

For the purpose of this Exclusion, an Act of Terrorism means an act, including but not limited to the use of force or violence and/or 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) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar 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 avoidance of doubt, CMI shall not be liable under this Policy to indemnify In respect of any loss, damage, death, injury, illness, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

(a) any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

(b) any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

However this exclusion shall not apply to any medical procedure or treatment performed in a hospital, clinic or similar establishment as a result of any injuries arising out of any Act of Terrorism.

15. Asbestos

directly or indirectly arising out of, in consequence of, or contributed to by asbestos, asbestos fibres or derivatives of asbestos.

However this exclusion shall not apply to any Claim or part of a Claim for financial loss arising out of a breach of professional duty where the cause of the breach does not relate to any asbestos exposure.

16. Surgery

directly or indirectly based upon, attributable to or in consequence of the performance of cosmetic plastic surgery including hair transplants. HOWEVER, this exclusion shall not apply to reconstructive plastic surgery or medical or nursing services provided by the Individual Member Insured and connection with plastic surgery.

17. AIDS/HIV AND Hepatitis Non A

arising from Hepatitis B, C or D or any condition directly or indirectly caused by, or associated with, the human immunodeficiency syndrome (HIV) initially named as either HTLV III or LAV or the mutants, derivatives or

variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever It may be named.

18. Beauty and Body Slimming

directly or indirectly based upon, attributable to, or in consequence of any liability incurred or alleged to have been incurred arising out of treatment rendered to any Patient by the Insured for the purpose of beautification, body slimming, weight lost and/or other similar aesthetic procedures.

19. Abortion

directly or indirectly based upon, attributable to, or in consequence of abortion of any Patient.

20. Doctors

directly or indirectly based upon, attributable to, or in consequence of any liability incurred or alleged to have been incurred arising of medical services provided by doctors of medicine or which should be provided by doctors of medicine.

21. Sanction Limitation and Exclusion Clause

CMI shall not provide cover and shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose CMI 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 or United States of America.

C. CLAIMS CONDITIONS

1. Reporting and Notice

(a) It is a condition precedent to the right of the Insured to be indemnified under this Master Policy that the Insured shall give to CMI written notice as soon as practicable of any Claim made against the Insured PROVIDED ALWAYS THAT such written notice is given to CMI during the Period of Insurance.

(b) Notice of any Claim shall be given in writing to CMI, and delivered to:

**Claims Manager
China Merchants Insurance Company Limited
Suite 2303-04, 23/F., South Island Place,
8 Wong Chuk Hang Road,
Hong Kong**

2. Notification of Circumstance

If during the Period of Insurance, the Insured becomes aware of any fact or circumstance that may give rise to a Claim under this Master Policy the Insured shall as a condition precedent to their right to be indemnified under this Policy give notice in writing to CMI of such fact or circumstance, then any Claim which may subsequently arise out of such fact or circumstance shall be deemed to be a Claim made during the Period of Insurance. PROVIDED ALWAYS THAT such written notice is given to CMI during the Period of Insurance.

3. Defence and Settlement

(a) The Insured agrees not to settle any Claim, incur any Costs and Expenses, make any admission, offer or payment or otherwise assume any contractual obligation with respect to any Claim without CMI's written consent, such consent not to be unreasonably withheld. CMI shall not be liable for any settlement, Costs and Expenses, admission, offer or payment, or assumed obligation to which it has not consented.

(b) CMI shall be entitled at any time to conduct, in the name of the Insured, the defence or settlement of any Claim.

(c) CMI may, if it believes that any Claim will not exceed the Deductible, instruct the Insured to conduct the defence of the Claim. In such situation, CMI will reimburse the Insured for all reasonable Costs and Expenses in the defence of the Claim in the event that any payment made to dispose of the Claim exceeds the Deductible.

4. Insured's Right to Contest

In the event that CMI recommends settlement in respect of any Claim and the Insured does not agree that such Claim should be settled, then the insured may elect to contest such Claim. PROVIDED ALWAYS THAT CMI's liability in connection with such Claim shall not exceed the amount for which the Claim could have been so settled

plus Costs and Expenses incurred with CMI's written consent up to the date of such election.

5. Legal Counsel Clause

- (a) CMI shall not require the Insured to contest any Claim unless a legal counsel (to be mutually agreed upon by the Insured and CMI) shall advise that such Claim should be contested.
- (b) In formulating such advice, legal counsel shall take into consideration the economics of the matter, the damages and costs which are likely to be recovered by the claimant, the likely Costs and Expenses and the prospects of the Insured successfully defending the Claim.
- (c) The costs of such legal counsel's opinion shall be regarded as part of the Costs and Expenses.

6. Claims Mitigation and Co-operation

- (a) The Insured shall, as a condition precedent to their right to be indemnified under this Master Policy, exercise reasonable care and skill and do and concur in doing all things reasonably practicable to avoid or diminish any liability hereunder.
- (b) The Insured shall, as a condition precedent to their right to be indemnified under this Master Policy, frankly and honestly disclose to CMI all relevant Information and, in addition shall provide assistance to CMI, as it may require to enable it to effectively investigate and to defend or resolve any Claim under this Master Policy and/or to enable CMI to determine its liability under this Master Policy.
- (c) Other than Costs and Expenses incurred to enable CMI to determine its liability under this Master Policy, compliance with this Condition shall be at the Insured's own cost, unless otherwise agreed in writing by CMI.

7. Subrogation

In the event of any payment under this Master Policy, CMI shall be subrogated to the extent of such payment to all the Insured's rights of recovery, and the insured shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable CMI effectively to bring suit in the name of the Insured.

8. Fraudulent Claims

If any Claim under this Master Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Master Policy all benefit hereunder shall be forfeited.

D. GENERAL CONDITIONS

1. Aggregate Limit of Indemnity

This Master Policy is subject to an Aggregate Limit of indemnity. The Aggregate Limit of Indemnity is the maximum amount that CMI will pay for all Claims under this Master Policy. The Aggregate Limit of Indemnity is set out in the Master Policy Schedule and Certificate of Insurance. The Aggregate Limit of Indemnity applies to all Individual Members Insured, as such CMI's total liability under this Master Policy for all Claims shall not exceed the Aggregate Limit of Indemnity specified in the Master Policy Schedule.

2. Deductible

- (a) In respect of each Claim made against the Insured the amount of the Deductible shall be borne by the Insured at their own risk and CMI shall only be liable to indemnify the Insured for that part of any Claim which is in excess of the Deductible.
- (b) Where CMI has elected to pay all or part of the Deductible in respect of any Claim, the Insured shall, within seven (7) days from the date of such payment, reimburse CMI for such payment.
- (c) In respect of any Claim where the amount of the Claim is less than the amount of the Deductible, the Insured shall bear all Costs and Expenses associated therewith unless CMI shall have agreed to meet such Costs and Expenses pursuant to Insuring Clause B.
- (d) Where the Deductible is expressed in the Master Policy Schedule to be inclusive of Costs and Expenses then the Insured will pay all Costs and Expenses, up to the amount of the Deductible, incurred by CMI to resolve the Claim.
- (e) Where CMI deems it necessary to appoint advisors to determine liability of the Insured or to resolve a Claim, such Costs and Expenses, up to the amount of the Deductible, shall be borne by the Insured.

- (f) Any Costs and Expenses incurred by CMI to determine whether CMI has a liability to indemnify the Insured under this Master Policy shall not be subject to the Deductible but shall be borne by CMI.
- (g) If any Claim against the Insured involves more than one negligent act, error or omission, the Deductible shall apply to each such negligent act, error or omission separately.
- (h) All causally connected or interrelated negligent acts, errors or omissions shall jointly constitute a single act, error or omission under this Master Policy.
- (i) All Claims which are attributable to or arise out of the same cause or event shall be deemed to constitute one Claim under this Master Policy.

3. Alteration to Risk

The Insured shall give to CMI written notice as soon as practicable of any material alteration to the risk during the Period of Insurance including:

- (a) the Insured going into voluntary bankruptcy, receivership, or liquidation or the Insured failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding up proceedings;
- (b) any material change in the nature of the professional services offered by the Insured.

4. Territorial Cover

The coverage provided under this Master Policy shall extend to legal liability arising out of acts, errors or omissions committed anywhere in the world except where such acts, errors or omissions occur within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates.

5. Jurisdictional Cover

The coverage provided under this Master Policy shall extend to any Claim brought in a court of law anywhere in the world except where:

- (a) such Claim is brought in a court of law within the territorial limits of the United States of America or the Dominion of Canada or their territories or protectorates; or
- (b) such Claim arises out of the enforcement of any judgment, order or award obtained within, or determined pursuant to the laws of the United States of America or the Dominion of Canada or their territories or protectorates.

6. Cancellation

- (a) Any Individual Member Insured may cancel their Certificate of Insurance at any time by notifying CMI in writing and CMI will provide a refund of Premium for the unexpired Period of Insurance in accordance with a pro-rata rate, subject to no Claims and/or circumstances being notified under the Master Policy.
- (b) The Master Policyholder may cancel this Master Policy at any time by notifying CMI in writing and no refund of Premium will be made.

7. Assignment of Interest

No change in, or modification of, or assignment of interest under this Master Policy shall be effective except when made by written endorsement to this Master Policy and signed by an authorised employee of CMI.

8. Other Insurance

If at the time a Claim arises under this Master Policy the Insured is or would but for the existence of this Master Policy be entitled to indemnity under any other policy, policies or medical defence organisation, CMI shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Master Policy not been effected.

9. Maintain Records

The Insured shall at all times maintain accurate and descriptive records of all medical services rendered, and equipment used in procedures, for a period of ten (10) years from the date that the services are rendered or treatment provided. The Insured shall give CMI, or their duly authorised representative, access to these records insofar as they pertain to any Claim under the Master Policy.

10. Policy Construction and Interpretation

- (a) The construction, interpretation and meaning of the provisions of this Master Policy shall be determined in

accordance with the law of the state, administrative region, territory or country in which this Master Policy is issued, and any dispute relating thereto shall be submitted to the exclusive jurisdiction of the courts of such state, administrative region, territory or country.

- (b) The marginal notes and titles of paragraphs in this Master Policy are included for descriptive purpose only and do not form part of this Master Policy for the purpose of its construction or interpretation.
- (c) Under this Master Policy, the masculine includes the feminine, and the singular includes the plural and vice versa.

11. Professional Instruments

It is a condition precedent to the right of the Insured to be indemnified under this Master Policy that any tool or implement used or intended for use in the conduct of the Professional Business shall be:

- (a) in accordance with the Department of Health guidelines, and
- (b) handled, used and stored in accordance with the manufacturers' instructions, and
- (c) should It be intended to be in contact with bodily fluid (whether human or animal) or penetrate tissue (whether human or animal) and where advised by the manufacturers and approved by the Department of Health to be used more than once, sterilized prior to such use, using only sterilized apparatus specifically advised by the manufacturer and in accordance with instructions, recommendations and guidelines of such manufacturer.

12. Rights of Third Parties

- (1) Each party acknowledges that the other party has entered into this Master Policy on behalf of and for the benefit of itself and its Affiliates and each of the other party's Affiliates shall be entitled to enforce and take the benefit of the terms of this Master Policy in accordance with the Contracts (Rights of Third Parties) Ordinance (CAP. 623).
- (2) Subject to clause 1, any person who is not a party to this Master Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP. 623) or any other applicable law to enforce any term of this Policy.

E. DEFINITIONS

- 1. **"Aggregate Limit of Indemnity"** shall mean the limit of liability under this Master Policy as specified in the Master Policy Schedule and shall include Costs and Expenses.
- 2. **"Certificate of Insurance"** shall mean the Certificate of Insurance being the document(s), titled Certificate of insurance and any endorsement schedule attached. The Certificate of Insurance contains:
 - (a) the Limit of indemnity; and
 - (b) any special conditions applicable
- 3. **"Claim"** shall mean:
 - (a) the receipt by the Insured of any written or verbal notice of demand for compensation made by a third party against the Insured; or
 - (b) any writ, statement of Claim, summons, application or other originating legal or arbitral process, cross-Claim, counter-Claim or third or similar party notice served upon the Insured.
- 4. **"Clinical Trial"** shall mean an organised study or test that uses human or animal subjects to develop effectiveness or safety data for a designated treatment, procedure, or products.
- 5. **"CMI"** shall mean China Merchants Insurance Company Limited.
- 6. **"Costs and Expenses"** shall mean the expenses incurred by or on behalf of the Insured or CMI in the investigation or defense of a Claim and shall include legal costs and disbursements.
- 7. **"Deductible"** shall mean the amount of the deductible as specified In the Certificate of Insurance and in the Master Policy Schedule, and shall include Costs and Expenses
- 8. **"Documents"** shall mean deeds, wills, agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed, or reproduced by any method including computer records and electronic data material but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable Instruments.

9. **"Employee"** shall mean any person employed under a contract of service or apprenticeship with the Insured or any entity or subsidiary in relation to whom coverage is provided pursuant to section 2 of the Policy during or prior to commencement of the Period of Insurance.
10. **"Family Member"** means:
 - (a) any spouse, companion or domestic partner;
 - (b) any parent, or parent of the spouse or their partner or companion;
 - (c) any sibling or child;of the Insured.
11. **"Individual Member Insured"** shall mean any natural person who during the Period of Insurance, is a valid and current member of the Association of Hong Kong Nursing Staff who has been issued with a Certificate of Insurance, and has paid the relevant Premium.
12. **"Insured"** shall mean the Individual Member Insured of the Association of Hong Kong Nursing Staff.
13. **"Malpractice"** shall mean the rendering of, or failure to render, medical services In the conduct of the Professional Business Practice carried on by or on behalf of the Insured which results in bodily injury, sickness, illness, mental injury or death of any Patient.
14. **"Master Policy"** shall mean:
 - (a) the Master Policy Schedule, Insuring Clauses, Extensions, Conditions, Definitions, Exclusions and other terms contained herein; and
 - (b) any endorsement attaching to and forming part of this Master Policy either at inception or during the Period of Insurance; and
 - (c) the Proposal.
15. **"Master Policy Schedule"** shall mean the schedule to this Master Policy.
16. **"Master Policyholder"** shall mean any company, corporation, or any other entity specified in the Master Policy schedule including their predecessors in business.
17. **"Patient"** shall mean any person admitted to the care of the Insured for the purposes of receiving medical services.
18. **"Period of Insurance"** shall mean the period specified in the Master Policy Schedule and/or a Certificate of Insurance for Individual Members Insured.
19. **"Premium"** shall mean the premium specified In the Schedule or in any endorsement to the Schedule.
20. **"Professional Business Practice"** shall mean the business conducted by the Insured, as specified in the Schedule, whereby the Insured pursues his profession and which is conducted under the name specified as the Insured in the Master Policy Schedule. If the practice should change its name and there is no other change which materially alters the risk, the business will continue to be deemed to be the "Professional Business Practice".
21. **"Proposal"** shall mean the written proposal made by the Insured and the Individual Members Insured to CMI containing particulars and statements which, together with other information provided by the Insured, are the basis of this Master Policy and are considered as incorporated herein.



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Tel.: 2890 5940 Fax: 2576 2292

Policy No. PIL-3172-000012

MASTER POLICY SCHEDULE

ENDORSEMENT

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 four 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 HKD15,000,000 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 Member 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.

N) SECONDARY NATURE ENDORSEMENT

It is agreed that this Master Policy (Secondary Cover) acts solely as a secondary nature insurance on top of indemnity provided by either

- 1) the corresponding Master Policy (Primary Cover) in conjunction with this Master Policy (Secondary Cover) for the same Period of Insurance, no matter the Individual Member Insured has effected the Primary Cover or not, or
- 2) a primary and/or underlying and/or layering policy(ies) arranged by the Individual Member Insured's employer.

whichever is the greater.

Signed for and on behalf of
China Merchants Insurance Company Limited

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Authorised Signature

Date issued: 25-Mar-2022