

Lifestyle Protector

Please read this policy carefully upon receipt and promptly request for any necessary amendments.

This policy together with the enclosed *schedule* and any *relevant documents* subsequently issued should be read as if they are one document and form the contract between *you* and *us*, and no variations shall be admitted except those acknowledged in writing by *us*.

Lifestyle Protector enrollment form and declaration which *you* completed and provided to *us*, either verbal (if recorded by *us* or by *our* appointed authorized agent) or written or in digital format are the basis of this contract.

We agree, in consideration of *your* payment of the premium and in reliance upon the statements, warranties or declarations *you* have made and subject to the terms and conditions of this policy and the attached *schedule*, we will insure the *insured person(s)* under those sections shown in the *table of benefits* during *any period of insurance*.

This policy is an annual policy which will be renewed subject to subsequent premium payments and *our* acceptance. *You* are required to settle the annual premium for the concurrent policy year.

Should *you* wish to change any information given on *your* enrolment form (regardless verbally, digitally or in written format), please inform *us* of the changes immediately as the changes may affect the *insured person's* insurance cover.

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

PART 1 – DEFINITIONS

Certain words in this policy have specific meanings. These meanings are given below. To help *you* identify these words in this policy, we have printed them in italics throughout this policy. Words embodying the masculine gender shall include the feminine gender, and words indicating the singular case shall include the plural and vice-versa.

Accident/Accidental

For all Sections except Section 3(c) of Part 2, it means a sudden and unforeseen event that happens unexpectedly and is not under the control of the *insured person* during the *period of insurance* and i) causes *injury* to or ii) results in a loss for the *insured person* in *Hong Kong*.

For Section 3(c) of Part 2, it means a sudden and unforeseen event that happens unexpectedly and is not under the control of the *insured person* during the *period of insurance* and causes i) *injury* to another person or ii) damage to another person's property in *Hong Kong*.

Age/Aged

The attained age of the *insured person*.

Broken Bone

The first time diagnosis of a bone fracture *injury* sustained in an *accident* for which open surgery is considered *medically necessary* by a *medical practitioner* who is an orthopaedic surgeon, and provided that surgery is actually performed within thirty (30) days of diagnosis of such bone fracture.

Broken bone covers the following sites and bones only:

Pelvis, heel, skull, collarbone, upper limb, elbow, wrist, lower jaw, vertebrae, shoulder blade, sternum, hand, foot, upper jaw, cheek bone, nose, ribs, coccyx, toes and fingers.

Cardiac Arrest

Medical emergency sustained in an *accident* with absent or inadequate contraction of the left ventricle of the heart that immediately causes body-wide circulatory failure. Diagnosis of cardiac arrest must be confirmed and certified by a *medical practitioner* in the appropriate medical specialty or who is a cardiologist.

Civil War

An internecine *war* or a *war* carried on between or among opposing citizens of the same country or nation.

Coma

A state of unconsciousness suffered due to an *accident*. The coma must be confirmed and certified by a *medical practitioner* in the appropriate medical specialty, and supported by evidence of all of the following:

- (i) no response to external stimuli for at least forty-eight (48) hours; and
- (ii) life support measures are necessary to sustain life.

Cycling Companion

The person who cycles with the *insured person* on a push bike and accompanied the *insured person* for the whole cycling activity other than the *insured person's* family members.

Compulsory Quarantine

The *insured person* is being *confined* in an isolated ward of a *hospital* or kept in an isolated site appointed by the government for at least one (1) full day and continuously stays in there until discharged from the quarantine.

Confined/Confinement

The *insured person* is admitted to a *hospital* as a result of *injury*, for which such confinement is considered *medically necessary* and is recommended by a *medical practitioner*, and continuously stays in the *hospital* prior to his/her discharge from the *hospital*. *Hospital* confinement will be evidenced by a daily room and board charge by the *hospital*.

Congenital Condition(s)

Shall mean (a) any medical, physical or mental abnormalities existed at the time of or before birth, whether or not being manifested, diagnosed or known at birth; or (b) any neo-natal abnormalities developed within six (6) months of birth.

Deductible

The specified amount(s) that are not indemnifiable under this policy and for which the *insured person* shall first be responsible before any indemnifiable amounts are payable by *us* under the relevant sections of this policy. The deductible shall be applied on a per *accident* basis under Section 1(b)(ii) in Part 2 and per set / item / pair basis under Section 4(a) in Part 2.

Hong Kong

The Hong Kong Special Administrative Region of the People's Republic of China.

Hospital

An establishment which meets all the following requirements:

- (i) holds a license as a hospital (if licensing is required in the state or governmental jurisdiction); and
- (ii) operates primarily for the admission, care and treatment of sick, ailing or injured persons as inpatients; and
- (iii) provides 24-hour a day nursing service by registered or graduated nurses; and
- (iv) has a staff of one (1) or more licensed *medical practitioner* available at all times; and
- (v) provides organized facilities for diagnosis and major surgical facilities; and
- (vi) is not primarily a clinic, nursing, rest or convalescent home or similar establishment or a place for alcoholics or drug addicts.

Immediate Family Member

Insured person's spouse, parent, parent-in-law, grandparent, son or daughter, brother or sister, grandchild or legal guardian.

Infectious Disease

Any kind of infectious disease with human-to-human spread in a large cluster(s) of a local population and which is announced by the Hong Kong Centre for Health Protection or the World Health Organization.

Injury

For all Sections except Section 3(c) of Part 2, it means bodily injury and/or food and drink poisoning to the *insured person* caused by an *accident* solely and independently of any other cause.

For Section 3(c) of Part 2, it means bodily injury to another person caused by an *accident* solely and independently of any other cause.

Insured Person

The person named in the *schedule* or subsequently endorsed hereon as insured person.

Ligament Tear

The first time diagnosis of complete or partial ligament tear sustained in an *accident*, for which surgical intervention is considered *medically necessary* by a *medical practitioner* who is an orthopaedic surgeon and provided that surgery is actually performed within thirty (30) days of diagnosis of ligament tear.

Diagnostic arthroscopy shall not be considered surgery.

Logistic Company

The company responsible for the delivery of the *purchased goods* to the *insured person*.

Loss of Limb

Loss by physical separation at or above the wrist or ankle joint.

Loss of Use

Permanent total functional disablement or complete and *permanent* physical separation at the limb or organ.

Maximum Benefit(s)

The maximum benefit amount of each of the benefits covered under this policy as stated in the *table of benefits*.

Medical Practitioner

A person other than *you*, the *insured person* or the *insured person's* family member, who is a registered medical practitioner under Medical Registration Ordinance, Chapter 161, Laws of *Hong Kong*.

Medically Necessary

The need to have medical service for the purpose of investigating or treating the relevant *injury* in accordance with the generally accepted standards of medical practice and such medical service must:

- (a) require the expertise of, or be referred by, a *medical practitioner*;
- (b) be consistent with the diagnosis and necessary for the investigation and treatment of the *injury*;
- (c) be rendered in accordance with standards of good and prudent medical practice, and not be rendered primarily for the convenience or the comfort of the *insured person*, his family, caretaker or the attending *medical practitioner*;
- (d) be rendered in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice for the medical services; and
- (e) be furnished at the most appropriate level which, in the prudent professional judgment of the attending *medical practitioner*, can be safely and effectively provided to the *insured person*.

For the purpose of this policy, without prejudice to the generality of the foregoing, circumstances where a *confinement* is considered medically necessary include, but not limited to:

- (i) the *insured person* is having an emergency that requires urgent treatment in *hospital*;
- (ii) surgical procedures are performed under general anaesthesia;
- (iii) equipment for surgical procedure is available in *hospital* and procedure cannot be done on a day patient basis;
- (iv) there is significantly severe co-morbidity of the *insured person*;
- (v) taking into account the individual circumstances of the *insured person*, the attending *medical practitioner* has exercised his prudent professional judgment and is of the view that for the safety of the *insured person*, the medical service should be conducted in *hospital*;
- (vi) in the prudent professional judgment of the attending *medical practitioner*, the length of *confinement* of the *insured person* is appropriate for the medical service concerned; and/or
- (vii) in the case of diagnostic procedures or allied health services prescribed by a *medical practitioner*, such *medical practitioner* has exercised his prudent professional judgment and is of the view that for the safety of the *insured person*, such procedures or services should be conducted in *hospital*.

For the purpose of exercising his prudent professional judgment in (v) to (vii) above, the attending *medical practitioner* shall have regard to whether the *confinement*:

- (i) is in accordance with standards of good and prudent medical practice in the locality for the medical service rendered, and, in the prudent professional judgment of the attending *medical practitioner*, not rendered primarily for the convenience or the comfort of the *insured person*, his family, caretaker or the attending *medical practitioner*; and
- (ii) is in the setting that is most appropriate in the circumstances and in accordance with the generally accepted standards of medical practice in the locality for the medical service rendered.

Money

Cash, checks, postal orders, bankers drafts, savings certificate, current postage stamp, gift tokens, Octopus Card, Octopus watches, any kind of electronic money all held for social and domestic purposes.

Online store

Any website, platform or marketplace that allows consumers to directly buy goods or services from a company over the Internet.

Period of Insurance

The period of time as stated in the *schedule* during which this policy is effective and we have accepted *your* premium.

Permanent

Lasting not less than twelve (12) consecutive months from the date of an *accident* and at the expiry of that period being beyond hope of improvement.

Personal Belongings

Property normally worn or carried by a person in everyday life but excluding:

- (i) property more specifically insured under another insurance policy;
- (ii) deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment;
- (iii) any mobile phones, smart phones, tablet computers or laptop computers;
- (iv) furs, credit cards, contact lenses, dentures, prostheses, camping equipment or guns tool or any form of *money*;
- (v) musical instruments, sports equipment and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes;
- (vi) clothing and equipment used for sporting purposes while in use.

Policy Effective Date

The effective date of the policy as stated in the *schedule*, or the renewal date as stated in the latest renewal notice, whichever is the later, provided the premium has been paid.

Policy Inception Date

It shall mean:

- (i) the first effective date of this policy as stated in the *schedule* upon application of this policy, and for the avoidance of doubt does not include any date of renewal; or
- (ii) policy reinstatement date, whichever is the later.

Pre-existing Condition(s)

Known and/or unknown conditions where the *insured person* has experienced symptoms, sought and/or received medical treatment, diagnosis, consultation or prescribed drugs, or a condition for which medical advice or treatment was recommended by a *medical practitioner* before the *policy inception date* or the date of reinstatement, whichever is later.

Pre-existing Event(s)

Any circumstance which is existing and/or announced before the *policy effective date*.

Private Car

Any vehicle registered as private car and stated as private car on the Motor Vehicle Licence issued by the Transport Department of *Hong Kong*.

Public Common Carrier

Any mechanically propelled conveyance operated by a company or an individual licensed to carry passengers for hire, including but not limited to bus, coach, ferry, hovercraft, hydrofoil, ship, train, tram or underground train.

Purchased Goods

Any goods purchased by the *insured person* at brick and mortar store(s) or on the Internet that are delivered by a *logistic company*.

Relevant Documents

Relevant documents include *schedule*, enrollment form, declaration, riders, endorsements, attachments and amendments (regardless verbally, digitally or in written format).

Schedule

The schedule attached to and incorporated in this policy.

Serious Physical Injury or Serious Illness

An *injury* or illness which requires treatment by a *medical practitioner* and results in *confinement* in a *hospital*.

Staycation

Staying at any hotel, guesthouse or accommodation facility in *Hong Kong* licensed under the Hotel and Guesthouse Accommodation Ordinance (Cap.349) for leisure and/or vacation purpose.

Staycation Companion

The person who made the hotel or guesthouse booking or reservation with the *insured person* and accompanies the *insured person* for the whole *staycation* other than the *immediate family member*.

Strike

The collective action in which employees do not come to work as a form of protest and deprive employers of their services and as a result damage or loss is caused directly by labor related disturbances and riots to the *insured person*.

Table of Benefits

The table of benefits incorporated in Part 2 of this policy stating the *maximum benefits* of each benefit section available.

Tendon Rupture

The first time diagnosis of complete or partial tendon rupture, sustained in an *accident* for which surgical intervention is considered *medically necessary* by a *medical practitioner* who is an orthopaedic surgeon and provided that surgery is actually performed within thirty (30) days of diagnosis of rupture.

Terrorism

An act of terrorism refers to any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), carry out any act, preparation or threat of action which is intended to influence any government *de jure* or *de facto* of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation for political, religious, ideological, or similar purposes. An act of terrorism must be confirmed and announced to the public by the relevant government.

Total Disablement

When as the result of an *injury* and commencing within twelve (12) consecutive months from the date of an *accident* the *insured person* is

totally disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which the *insured person* is reasonably qualified by reason of his/her education, training or experience, or if the *insured person* has no business or occupation, total disablement means the inability of the *insured person* to perform any activities which would normally be carried out in the *insured person's* daily life.

War

Any event arising from a contest by force between two (2) or more parties or nations, carried on for any purpose; or an armed conflict of sovereign powers, in either case whether such contest or armed conflict is declared or undeclared and open hostilities; or the state of nations among whom there is i) an interruption of pacific relations and ii) a general contention by force, both authorized by the respective sovereigns of such nations.

Events arising from an invasion, act of foreign enemy, hostilities (whether war is declared or not), *civil war*, civil unrest, rebellion, insurrection, military force or coup, or any act with the use of nuclear engineering are also included in this definition.

We, Us or Our

Zurich Insurance Company Ltd, a company incorporated in Switzerland with limited liability.

You or Your

The policyholder shown in the *schedule* who is the applicant of this policy.

PART 2 – BENEFITS

Table of benefits

Benefit	Maximum benefits per policy year (HKD)
Geographical limit	<i>Hong Kong</i>
Section 1 – Shopping Protection (a) Online/Offline transactions, subject to the following sub-limits: (i) Online shopping fraud (ii) Unauthorised use of credit cards (b) Online/Offline <i>purchased goods</i> , subject to the following sub-limits: (i) Loss of <i>purchased goods</i> during delivery (ii) Damage to <i>purchased goods</i> during delivery or after receipt	40,000 5,000 per accident 20,000 per accident 20,000 10,000 per accident 3,000 per accident; 500 deductible
Section 2 – Play and Dine Protection (a) Cancellation of <i>staycation</i> (b) Food poisoning	5,000 per event; max 3 events 500 per day; max 10 days per accident; max 3 accidents
Section 3 – Sports and Fitness Protection (a) Cardiac arrest or coma (b) Broken bone, ligament tear or tendon rupture (c) Cyclist's liability	200,000 30,000 per accident; max 3 accidents 1,000,000
Section 4 – Round-the-clock Protection Personal property, subject to the following sub-limits: (a) Personal belongings (b) Loss of money (c) Replacement cost of <i>personal documents</i> (d) Repair cost of mobile phone/tablet computers/laptop computers	10,000 3,000 per set/item/pair; 500 deductible per set/item/pair 2,000 500 per accident 2,000 per accident (mobile phone); 4,000 per accident (tablet/laptop computers)
Section 5 – Mobility Protection (a) Accidental Death (b) Permanent Disablement	1,000,000 200,000

Section 1 – Shopping Protection

(a) Online/Offline Transactions

(i) Online shopping Fraud

We will reimburse the *insured person* for the monetary loss due to fraud(s) that arose from purchasing goods and/or services at an *online store*, up to the *maximum benefits* stated in the *table of benefits*.

Any incident must be reported to the Hong Kong Police Force or other relevant authority and *us*, within twenty-four (24) hours after discovery of the loss.

To make a claim, the claimant must provide a report with the investigation result from the Hong Kong Police Force or relevant authority stating that the case is confirmed as fraudulent.

The following conditions are excluded:

- any loss that has already been recovered or is recoverable from other sources; or has already been compensated by *us*;
- any loss where proof of purchase cannot be given;
- transaction involved purchase of any illegal items.

(ii) Unauthorised Use of Credit Cards

We will reimburse the *insured person* for the monetary loss due to unauthorized use of *insured person's* credit card, other than by an *immediate family member*, during the *period of insurance*, provided that the credit card has been stolen due to robbery, burglary or theft; or as a consequence of the loss of the credit card information in an online purchase transaction, up to the *maximum benefits* stated in the *table of benefits*.

Any incident must be reported to the Hong Kong Police Force and *us*, within twenty-four (24) hours after discovery of the monetary loss.

The following conditions are excluded:

- any unexplained loss or mysterious disappearance; or
- any loss that is recoverable from the merchant of the unauthorized transaction, the issuing bank of the lost credit card or any other sources.

(b) Online/Offline Purchased Goods

(i) Loss of Purchased Goods during Delivery

During the *period of insurance*, in the event that the *purchased goods* have been lost by the *logistics company* during delivery and

could not be retrieved by the *logistic company* after more than fourteen (14) days from the date of the scheduled arrival, we will reimburse the non-recoverable loss to the *insured person*, up to the *maximum benefits* stated in the *table of benefits*.

Written confirmations by the *logistic company* and the merchant, stating the lost *purchased goods* cannot be retrieved and that the loss will not be borne by them, must be provided as a proof for filing a claim.

(ii) Damage to Purchased Goods during Delivery or after Receipt

In the event of *accidental* damage to the *purchased goods* during delivery or within seven (7) days after receipt, we will pay to the *insured person* the rest of a claim which is up to the *maximum benefit* as stated in the *table of benefits*, after the *insured person* has paid the *deductible* as stated in the *table of benefits*, for the repairment or replacement cost.

Written confirmations by the *logistic company* and the merchant, stating the loss due to *accidental* damage of the *purchased goods* will not be borne by them, must be provided as proofs for filing a claim.

For any *accidental* damage of *purchased goods* under this Section 1(b)(ii), we may make payment or, at our option, reinstate or repair the *purchased goods* as we may elect, subject to due allowance for wear and tear and depreciation at our discretion.

Exclusions Applicable to Section 1(b) – Online/Offline Purchased Goods

The policy does not cover:

- for damage to the *purchased goods* during delivery, any damage not reported to us within seven (7) days after receipt of the *purchased goods*;
- for damage to the *purchased goods* after receipt, any damage not reported to us within seven (7) days after the date of *accident*;
- any hazardous material, dangerous goods, prohibited or restricted articles by the *Hong Kong* government or other relevant authority;
- any illegal items;
- any perishable items, living creatures and plants; *money*, cryptocurrency, negotiable papers, securities, business documents, passports and other identification documents or samples;
- any damage or loss due to fraud or deception;
- any damage caused by items not being suitably packaged or sealed;
- for any online or offline purchase, any *purchased goods* that are not transacted under the name of the *insured person*; or
- any cost or expense that can be compensated by or recoverable from the merchant, the *logistic company* and/or other source.

Section 2 – Play and Dine Protection

(a) Cancellation of Staycation

If the *insured person* has to cancel the scheduled *staycation* due to the following events:

- (i) the *insured person*, *immediate family member*, or *staycation companion's* death, *serious physical injury* or *serious illness* within ninety (90) days before the scheduled date of the *staycation*;
- (ii) the *insured person* is required for witness summons, jury service or *compulsory quarantine* within ninety (90) days before the scheduled date of the *staycation*;
- (iii) unexpected outbreak of *strike* in or within one (1) km of the hotel or guesthouse of *staycation* that prevents the *insured person* from accessing or staying at the *staycation* location;
- (iv) unexpected outbreak of *infectious disease* in *Hong Kong* or special announcements made by the *Hong Kong* Centre for Health Protection regarding *infectious disease* arising within one (1) week before the scheduled date of the *staycation*;
- (v) any shutdown or announcement related to food poisoning at the hotel or guesthouse of *staycation* arising within one (1) week before the scheduled date of the *staycation*; or
- (vi) the *insured person's*, *immediate family member's* or *staycation companion's* principal home in *Hong Kong* being seriously damaged due to fire, flood or burglary within one (1) week before the scheduled date of the *staycation* which requires the *insured person's*, *immediate family member's* or *staycation companion's* presence at home.

We will reimburse the reasonable prepaid and unused expenses for the scheduled *staycation* which are not recoverable from any other sources, up to the *maximum benefits* stated in the *table of benefits*.

The policy does not cover for:

- any cancellation due to the *insured person's* own personal or financial reason(s);
- any loss due to bankruptcy or liquidation of the hotel or guesthouse or any service provider forming part of the *staycation*; or

- any loss due to circumstance which is existing or announced before, i) the date of our acceptance of the enrollment for this policy or (ii) the date stated on the receipt issued by the travel agent or the hotel or guesthouse or any service provider arranging or forming part of the *staycation* for the confirmation of payment, whichever is the later.

(b) Food Poisoning

If the *insured person* suffer from food poisoning during the *period of insurance* and results in *confinement* and such diagnosis is certified by *medical practitioner*, we will pay a *hospital cash allowance* as stated in the *table of benefits*.

The policy does not cover for poisoned food listed on Food Alert on Centre for Food Safety before the *accident* date.

Section 3 – Sports and Fitness Protection

(a) Cardiac Arrest or Coma

During the *period of insurance*, if an *insured person* is participating in leisure sport and sustains *cardiac arrest* and/or *coma* as a result of an *accident*, we shall pay to the *insured person* the *maximum benefit* as stated in the *table of benefits* subject to the compensation conditions set out below.

The following conditions are excluded:

- Cardiac arrest in the presence of an underlying condition such as cardiovascular disease, congenital heart deformities.
- Coma resulting directly from self-inflicted injury, alcohol or drug misuse.

Compensation Conditions for Cardiac Arrest or Coma

1. The benefit is payable once if the *insured person* sustains a *cardiac arrest* and *coma* as a result of same *accident*.
2. If a *cardiac arrest* or *coma* is due to causes which are related to a *cardiac arrest* or *coma* in a prior *accident* and benefit is paid in the prior *accident*, the *cardiac arrest* or *coma* shall be considered as a result of a continuation of the prior *accident* and no further benefit shall be payable. The *cardiac arrest* or *coma* will be considered as a result of a separate *accident* if the *accident* happens after three (3) years from the later of the following dates in respect of the *cardiac arrest* or *coma* resulting from a prior *accident*: - (1) date of last discharge from *hospital*; (2) date of last curative treatment or surgical operation; (3) date of last consultation; or (4) date of last receiving medical treatment or prescribed drugs or special diet for the condition and no further treatment for the said *cardiac arrest* or *coma* is required.

(b) Broken Bone, Ligament Tear or Tendon Rupture

During the *period of insurance*, if an *insured person* is participating in leisure sport and sustains *injury* as a result of an *accident* and shall result in:

- i. *broken bone*; or
- ii. *ligament tear*; or
- iii. *tendon rupture*

we shall pay to the *insured person* the *maximum benefit* as stated in the *table of benefits* subject to the compensation conditions set out below.

All of the following conditions must be met:

- (i) Diagnosis of bone fracture, *ligament tear* or *tendon rupture* must be supported by appropriate imaging result; and
- (ii) Either onsite emergency medical treatment is received by the *insured person* in the *accident*, or the *insured person* is *confined* or treated for such condition as an out-patient within seven (7) days immediately following the *accident*.

The following conditions are excluded:

- Fractures in the presence of an underlying condition such as osteoporosis, osteomalacia, bone tumours;
- Fractures described in radiologist report as fatigue, stress, hairline, avulsion/chips or micro-fractures.
- Ruptures caused due to any underlying or pre-existing condition such as acute or chronic tendinopathy;
- Ruptures due to pre-existing tendonitis or fractures; or
- Ruptures due to systemic illness

Compensation Conditions for Broken Bone, Ligament Tear or Tendon Rupture

1. Benefit shall not be payable for more than one (1) of the events (*broken bone*, *ligament tear* or *tendon rupture*) in respect of the same *accident*.
2. The benefit applies only if there is actual undergoing of surgical repair of the related *injury* while the *insured person* is *confined* in *hospital*.
3. If a *broken bone*, *ligament tear* or *tendon rupture* is sustained at the same body part as in a prior *accident* and benefit is paid in the prior

accident, no benefit shall be payable to such *broken bone, ligament tear* or *tendon rupture*. The *broken bone, ligament tear* or *tendon rupture* sustained at the same body part will be considered payable only if the *accident* happens after three (3) years from the later of the following dates in respect of the *broken bone, ligament tear* or *tendon rupture* resulting from a prior *accident*: - (1) date of last discharge from *hospital*; (2) date of last curative treatment or surgical operation; (3) date of last consultation; or (4) date of last receiving medical treatment or prescribed drugs or special diet for the condition and no further treatment for the said *broken bone, ligament tear* or *tendon rupture* is required.

(c) Cyclist's Liability

We will indemnify the *insured person* for compensation that the *insured person* becomes legally liable to pay in personal capacity as a leisure pedal cyclist for an *accident* occurring anywhere in *Hong Kong* which causes *accidental injury* to another person or *accidental* damage to another person's property whilst the *insured person* is on a push bike during the *period of insurance*, subject to the *maximum benefit* stated in the *table of benefits*.

We will not provide any indemnity for liability arising directly or indirectly:

- from any business or professional purposes;
- due to the *insured person's* family members, relative or *cycling companion*;
- from the *insured person's* ownership or possession, use or control of any properties;
- from damage to property owned by the *insured person's* or held in the *insured person's* trust or custody;
- where the *insured person* failed to have the proper equipment or take the necessary precautions to be safe and provide safety to others, and/or have properly maintained equipment;
- where the *insured person* has failed to adhere to any relevant legislation, ordinance, laws or regulations; or
- where the *insured person* has cycled under the influence of any of the following:
 - drugs which affect operation of machinery or equipment;
 - Illicit or illegal drugs; or
 - alcohol.

Section 4 – Round-the-clock Protection

Personal Property

For any *accidental* damage of personal property under this Section 4, we may make payment or, at *our* option, reinstate or repair the personal property as we may elect, subject to due allowance for wear and tear and depreciation at *our* discretion. If any damaged article is proven to be beyond economical repair, a claim will be dealt with as if the article has been lost.

(a) Personal Belongings

We will pay the rest of a claim which is up to the *maximum benefits* stated in the *table of benefits*, after the *insured person* has paid the *deductible* as stated in the *table of benefits*, for *accidental* loss of or damage to the *personal belongings* which are normally worn or carried by and owned by the *insured person*.

For any loss of *personal belongings* left in an unattended vehicle, such property must be locked inside the trunk or at the storage area behind the back seat of the locked vehicle.

(b) Loss of Money

If the *insured person* lost *money* belonging to and carried by the *insured person*, due to robbery, burglary or theft, during the *period of insurance*, we will reimburse such loss up to the *maximum benefits* stated in the *table of benefits*.

(c) Replacement Cost of Personal Document

We will pay the replacement cost for the *accidental* loss of the *Hong Kong* identity card, credit cards, driving license, or other identity documents belonging to the *insured person* which are lost during the *period of insurance*, up to the *maximum benefits* stated in the *table of benefits*.

(d) Repair Cost of Mobile Phone/Tablet Computers/Laptop Computers

We will indemnify the *insured person* for repair cost necessarily incurred resulting from any *accidental* and physical damage to the *insured person's* mobile phone and/or laptop computers and/or tablet computers occurred during the *period of insurance*, up to the *maximum benefits* stated in the *table of benefits*.

The following conditions are excluded:

- theft, robbery or unexplained loss/disappearance;
- wear and tear, gradual deterioration, scratching or denting;

- mechanical, electronic or electrical derangement; or
- liquid damage.

Conditions and Exclusions Applicable to Section 4 – Personal Property Protection

- For Section 4(a), (b) and (c), *you*, or the *insured person* must report the loss to the Hong Kong Police Force and *us* within 24 hours upon discovery of the loss. All claims for personal property must be supported by a written report from the police or the relevant organization. Otherwise, the loss or damage will not be covered under this policy.
- The *insured person* must take all reasonable efforts to safeguard the *insured person's* property. The policy does not cover for any personal property that is left unattended in public place; or any unexplained loss or mysterious disappearance; or loss due to fraud or deception.
- Exclude any cost which is covered under suppliers' and/or retailers' warranties at the time of the *accident*.
- All eligible repair must be performed by the manufacturer(s) and/or its authorized repair center(s) in *Hong Kong* only.
- All official repair receipts/damage reports issued by the manufacturer(s) and/or its authorized repairing center(s) must be provided as a proof for filing a claim.

Section 5 – Mobility Protection

Accidental Death or Permanent Disablement

During the *period of insurance*, if an *insured person*, who is riding solely as a fare paying passenger (not as operator or crew member) in or on, boarding or alighting from any *public common carrier*, or as a passenger or a driver on a *private car*, which is licensed to operate in *Hong Kong*, sustains *injury* as a result of an *accident* and shall within twelve (12) consecutive months result in:

- (a) *Accidental* death; or
- (b) One (1) of the *permanent* disablement listed below:
 - *Permanent total disablement*
 - *Permanent* and incurable paralysis of all limbs
 - Loss of any one (1) limb (*loss of limb*) or the *permanent* total loss of use of any one (1) limb

we shall pay to the *insured person* the *maximum benefit* as stated in the *table of benefits* subject to the compensation conditions set out below. For the avoidance of doubt, an *accident* shall be regarded as not occurring in *Hong Kong* if, at the time of the *accident*, the *insured person* has departed from *Hong Kong* by completing the departure clearance procedure of the Hong Kong Immigration Department.

Compensation Conditions

1. Benefit shall only be payable for either (a) or (b) in respect of the same *accident*.
2. When a limb which had been partially disabled prior to an *injury* covered under the policy and which becomes totally disabled as a result of such *injury*, the *maximum benefit* payable shall be determined by *us* having regard to the extent of disablement caused by the covered *injury*. However, no payment shall be made in respect of the loss of a limb which was totally disabled prior to the *injury* covered under the policy.
3. In the event that the *maximum benefit* is paid under Section 5(a), this policy shall then immediately cease to be in force. No premium for the unexpired period will be refunded.
4. Payments under Section 5(b) can only be claimed once for the lifetime of the *insured person*.
5. In the event of *permanent* disability to multiple limbs, the total payments paid under Section 5(b) shall not exceed the *maximum benefit* as stated in the *table of benefits*.

Special Provisions

1. Disappearance Due to Sinking or Wrecking of the Public Common Carrier

If the body of the *insured person* has not been found within one (1) year after the date of the disappearance due to sinking or wrecking of the *public common carrier* in which the *insured person* was travelling at the time of an *accident* and under such circumstances as would otherwise be covered hereunder, it will for the purpose of this policy be presumed that the *insured person* suffered death resulting from *injury* caused by an *accident* covered by this policy at the time of such sinking or wrecking.

2. Maximum Liability on Accidental Death and Permanent Disablement

Where any individual life is insured under multiple policies which contain *accidental* death and *permanent* disablement covers and are issued by *us* and/or *our* related companies, the maximum liability in respect of any one individual life under all *accidental* death and *permanent* disablement

covers shall not exceed HKD10,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.

PART 3 – GENERAL EXCLUSIONS

This policy does not cover:

1. any *accident* occurred, or *hospital confinement* or out-patient consultation outside *Hong Kong*;
2. participation by the *insured person* in any sports during the *period of insurance* against medical advice previously given by a *medical practitioner* (including advice given up to six (6) months prior to the date of application for this policy);
3. engaging in a sport in a professional capacity or where the *insured person* would or could earn income, remuneration or sponsorship from engaging in such sport;
4. Engaging in any of the following dangerous sports and activities:
 - diving to depths of greater than 40 meters;
 - paragliding/Hang gliding;
 - sky-diving;
 - cliff diving;
 - diving unaccompanied or without formal training (other than snorkeling);
 - all other forms of diving including diving bells, caves and pot holes, internal exploration of wrecks, night diving;
 - mountaineering;
 - rock-climbing;
 - parachuting;
 - private aviation;
 - motor car or motor-cycle racing;
5. non-essential medical treatment or any medical treatment for *confinement* that is not recommended by a *medical practitioner*;
6. any *hospital confinement* for the purpose of rest and/or convalescence;
7. any kinds of dental treatment whatsoever;
8. any *pre-existing condition* or *congenital condition*;
9. any kind of disease or sickness; or any loss caused by an *injury* which is a consequence of any kind of disease;
10. cosmetic surgery, refractive errors of eyes or hearing-aids, and prescriptions therefor except necessitated by *injury*;
11. suicide, attempted suicide or intentional self-injury, insanity, mental disorder of any kind, psychosis, stress or depression, any condition under the influence of alcohol or drugs (other than those prescribed by *medical practitioner*); any condition resulting from pregnancy or venereal disease;
12. *war*, invasion, act of foreign enemy, hostilities (whether *war* be declared or not), *civil war*, rebellion, revolution, insurrection, or military or usurped power;
13. any illegal or unlawful act by *insured person* or *insured person's* direct participation in *strike*, riot or civil commotion or *terrorism*;
14. any expenses or consequential loss directly or indirectly arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
15. any *accident* that has occurred as a result of participation of sports during a pandemic or epidemic where the government has mandated *compulsory quarantine* or where self-isolation arrangements have been breached;
16. any unexplained loss or disappearance of any property;
17. any deliberate damage acts of *you*, the *insured person* or the *insured person's* family members;
18. events which have already happened or damage which has already existed before the beginning of the *period of insurance*;
19. Any *accident* or *injury* that arises as a result of intoxication, riding or driving under the influence, illicit or illegal drugs or any drugs that explicitly state or warn not to use or operate machinery whilst receiving medicinal treatment; or
20. Any *pre-existing conditions* or *pre-existing events*.

PART 4 – GENERAL PROVISIONS

1. Entire Contract

This policy including all the *relevant documents* will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this policy shall be valid unless approved by *our* authorized officer and evidenced by endorsement of such amendment. For avoidance of doubt, the *relevant documents* will form part of the renewed policy contract and information contained are deemed to remain true and valid as at the time of renewal unless otherwise instructed by *you*.

2. Age Limit and Eligibility

Unless specifically mentioned to the contrary, the insurance afforded under this policy shall only apply to the *insured person* who is *aged* between six (6) months to seventy (70) years old. The *insured person* must be a *Hong Kong* resident in *Hong Kong* holding a valid *Hong Kong* identity card (or a valid *Hong Kong* birth certificate for *insured person* at or under the age of twelve (12)) with a residential address in *Hong Kong*.

3. Status Change

You or the *insured person* must take full responsibility to inform *us* forthwith of any change in respect of the information provided in the enrollment form for this policy (regardless verbally, digitally or in written format) or upon renewal, otherwise *we* reserve the right to refuse or invalidate all claims under this policy.

4. Notice of Claim

Claims must be given to *us* within thirty (30) days of the date of the incident causing such loss. In the event of *accidental* death, immediate notice thereof must be given to *us*. All certificates, information and evidences required by *us* shall be furnished at the expenses of *you* or the *insured person's* or their personal representative shall be in such form and of such nature as *we* may prescribe. *We* shall be entitled to call for examination(s) by a medical referee at *our* expense. If *you* or the *insured person* do(es) not comply with this condition, *we* shall have the sole discretion to decide not to pay any benefits under this policy.

5. Proof of Loss

Written proof of loss must be furnished to *us* within thirty (30) days from the date of issuance of *our* receipt of the claim form provided to *us*. Failure to furnish such proof as required by *us* within the prescribed time shall not invalidate any claims if it was not reasonably practicable to give proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as *we* may reasonably require shall be furnished without expense to *us*. If the supporting documents of a claim are in a language other than Chinese or English, the *insured person* must undertake to obtain certified translation of the documents in Chinese or English at the expense of *you* or the *insured person*.

6. Claims Admittance

In no case shall *we* be liable in respect of any claim after the expiry of twelve (12) months from the occurrence of the *injury* or *accident* giving rise to it unless the claim has been admitted or is the subject of a pending legal action, arbitration or alternative dispute resolution.

7. Other Insurance

If at the time of a claim there is any other policy insured by other insurance company which also provides the same benefits as the ones being claimed under this policy, *we* will only be liable for *our* proportionate share which will be paid under this policy, the total payments made under all relevant policies shall not exceed the amount which can be claimed.

8. Reasonable Care

The *insured person* shall:

- take all reasonable care to maintain the *insured person's* personal property in sound condition.
- take all reasonable precautions to prevent *injury* and property damage or loss.
- comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.

9. Medical Examination

We shall be entitled in the 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 of the *insured person* to have a post-mortem examination at *our* expense. The result of such examination shall be *our* property.

10. Liability Claims

You, or the *insured person* must not admit, deny, or settle a claim without *our* prior written consent.

11. Payment of Claims

All payment of claims in this policy shall be in *Hong Kong* dollars and are payable to the *insured person* after the receipt of due proof upon *our* approval. In the event of *accidental* death of the *insured*

person, we will pay all the pending benefits to the estate of the *insured person*. For *insured person* aged seventeen (17) or below, payment of claims shall be made to his/her parents or *you*. All indemnities provided in this policy will be paid immediately after the receipt of due proof upon *our* approval, unless if the indemnity is in respect of *permanent total disablement*.

12. Misrepresentation, Non-disclosure or Fraud

We have the right to declare this policy void as from the *policy effective date* and notify *you* that no cover shall be provided for the *insured person* in case of any of the following events:

- (a) any material fact relating to the health related information of the *insured person* which may impact the risk assessment by *us* is incorrectly stated in, or omitted from the enrolment form or any statement or declaration made for or by the *insured person* in the enrolment or in any subsequent information or document submitted to *us* for the purpose of the application, including any updates of and changes to such information, failure to disclose *pre-existing conditions* or failure to act in utmost good faith. The circumstances that a fact shall be considered "material" include, but are not limited to, the situation where the disclosure of such fact would have affected *our* underwriting decision, such that we would have imposed premium loading, added exclusion(s), rejected the application or considered it as a pending application.
- (b) any enrolment form or claim submitted is fraudulent or where a fraudulent representation is made.

In the event of (a):

- i. we shall refund the applicable premiums and insurance levy (if any) received after offsetting against all past claim payments and necessary expenses incurred by *us* including, but not limited to, *our* reasonable administration charge and service fees incurred in relation to this policy (if any).
- ii. if the total amount of the above offsetting items exceeds the applicable premiums received by *us*, *you* must repay such excess to *us* within fourteen (14) working days from the date we issue a notice to *you* requiring such payment.

In the event of (b), we shall have the right:

- i. not to refund the applicable premiums paid; and
- ii. to demand that all past claim payments previously paid to *you* be repaid to *us* within fourteen (14) working days from the date we issue a notice to *you* requiring such payment.

13. Premium Charge

- i. This policy is an annual policy. The effect of the policy is subject to the settlement of the full premium for the entire policy year. All premiums after the first premium are payable to *us* on or before the due date. *You* are required to settle the annual premium for the concurrent policy year.
- ii. We reserve the right to revise or adjust the premium in accordance with *our* applicable premium rate at the time of policy renewal by giving thirty (30) days prior written notice to *you*.

14. Grace Period

We will allow *you* thirty-one (31) days grace period for the payment of each premium after the first premium. During grace period we will keep this policy in force. If after this period the premium remains unpaid, this policy will be deemed to have lapsed from the date that the unpaid premium was due.

15. Reinstatement of Policy

If we terminate this policy due to non-payment of premium, we may allow this policy to be reinstated if *you* provide *us* with a satisfactory written application for reinstatement including proof of insurability and subject to *our* approval. Benefits will not, however, be payable for any event likely to give rise to a claim under this policy which occurs while this policy has lapsed. Any *pre-existing conditions* shall include all such conditions existing prior to the reinstatement date. The reinstated policy shall only cover *injury* caused to, property loss and/or damage of the *insured person* by any *accident* which occurs after the date of reinstatement.

16. Cancellation

- i. We have the right to cancel this policy or any section or part of it by giving thirty (30) days' advance notice in writing by registered post to *your* last known address. Under no circumstances we will be obligated to reveal *our* reasons for cancellation. Whenever this policy is cancelled, pro-rata premium for the period starting at the time of cancellation or surrender to the last date of the *period of insurance* shall be refunded provided that no claim has been made during such

period of insurance of this policy. The payment or acceptance of any premium subsequent to such termination shall not create any liability on *us*, but we shall refund any such premium received by *us*.

- ii. *You* have the right to cancel this policy by giving thirty (30) days' advance notice in writing to *us*. In such event, pro-rata premium actually paid by *you* for the period starting at the time of cancellation to the last date of the *period of insurance* shall be refunded provided that no claim has been made during such *period of insurance* of this policy.

In both cases above, if there is a claim or service used during the *period of insurance*, there will be no refund of premium on the unexpired period and *you* are liable to settle the annual premium of the policy year.

Notwithstanding the above, *you* have the right to cancel this policy by giving notice in writing with signature and return the policy to *us* within fourteen (14) days from the delivery of this policy document if *you* are not satisfied with this policy and *you* have not made any claim during this *period of insurance*. We will refund to *you* all the premiums *you* have paid without interest.

17. Termination of Policy

This policy shall automatically terminate on the earliest of the following:

- i. this policy ceases pursuant to the Clause 12 – Misrepresentation or Non-disclosure of this Part;
- ii. *you* fail to pay after expiry of the 31-day grace period in accordance with Clause 14 – Grace Period of this Part; or
- iii. either party cancel this policy by giving thirty (30) days written advance notice pursuant to Clause 16 – Cancellation of this Part.
- iv. upon payment of the benefits to the estate of *insured person* under "Section 5(a) – Accidental death" under Part 2.

18. Renewal

The policy shall remain in force for a period of one (1) year from the *policy effective date* and this policy will be automatically renewed at *our* discretion. Yet we reserve the right to alter the terms and conditions, including but not limited to the premiums, benefits, benefits amount or exclusions of this policy at the time of renewal of any *period of insurance* of this policy by giving thirty (30) days' written notice to *you*. We will not be obligated to reveal *our* reasons for such amendments. After all, such renewal will not have to take place eventually if such amendments are not acceptable to *you* before the renewal date of any *period of insurance*.

19. Misstatement of Age

In the event the *insured person's age* has been misstated inadvertently and if, according to the correct age, the coverage provided by this policy would not have become effective, or would have ceased prior to the acceptance of each premium or premiums, and provided that we have not made any claim payment under this policy, then *our* liability, under all circumstances, shall be limited to the refund of the relevant premiums.

20. Clerical Error

Our clerical errors shall not invalidate insurance otherwise valid nor continue insurance otherwise not valid.

21. Legal Action

No legal action shall be brought to recover on this policy prior to the expiration of sixty (60) days after proof of claims has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless commenced within one (1) year from the expiration of the time within which proof of claims is required.

22. Subrogation

We have the right to proceed at *our* own expense in the name of the *insured person* against third parties who may be responsible for an occurrence giving rise to a claim under this policy, and the *insured person* shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by *us* for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which we are entitled by virtue of *our* right hereunder.

23. Alternative Dispute Resolution

In the event of a dispute arising out of this policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within

ninety (90) days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be *Hong Kong* law and the seat of arbitration shall be *Hong Kong*. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English.

It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under this policy and the *insured person* does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of *our* disclaimer, the *insured person's* claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this policy.

24. Compliance with Policy Provisions

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

25. Governing Law

This policy shall be governed by and interpreted in accordance with the laws and regulations of *Hong Kong*. Subject to the Alternative Dispute Resolution clause herein, the parties agree to submit to the exclusive jurisdiction of the *Hong Kong* courts.

26. Statement of Purpose for Collection of Personal Data

All personal data collected and held by *us* will be used in accordance with *our* privacy policy, as notified to *you* from time to time and available at this website:

<https://www.zurich.com.hk/en/services/privacy>

You shall, and shall procure the *insured person* covered under the policy to, authorize *us* to use and transfer data (within or outside *Hong Kong*), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap. 486), Laws of *Hong Kong*, for the obligatory purposes as set out in *our* privacy policy as applicable from time to time. When information about a third party is provided by the *insured person* to *us*, the *insured person* warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to *us*, enabling *us* to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

27. Rights of Third Parties

Other than *you* or the *insured person(s)*, or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this Policy. Notwithstanding any terms of this policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

28. Languages

There are two versions of this policy, one in English and one in Chinese. If there is any discrepancy between the English and the Chinese versions, the English version shall prevail.

29. Sanction

Notwithstanding any other terms under this policy, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any *insured person* or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the *insured person* would violate any applicable trade or economic sanctions law or regulation.

The above clause shall also apply for any trade or economic sanction law or regulation that the insurer deems applicable or if the *insured person* or other party receiving payment, service or benefit is a sanctioned person.

CLAIMS PROCEDURE

Step 1: Notify *us* within thirty (30) days of any occurrence likely to give rise to a claim, unless otherwise specified in this policy document.

Step 2: Fill in the corresponding claim form(s) according to the table below and supply the required documents as appropriate.

Claim form	Corresponding Section in this Policy
Personal accident and medical insurance claim form	Section 2(b), 3(a), 3(b) and 5 of Part 2
Property damage insurance claim form	Section 1(a), 1(b), 2(a) and 4 of Part 2
Third party liability insurance claim form	Section 3(c) of Part 2

「樂在當下」生活保障

請細閱本保單，如有任何修正請求，並請盡快提出。

本保單連同「附表」及嗣後發出的任何「有關文件」應以整體文件形式一併閱讀，並構成「閣下」與「本公司」之間的合約。除非獲「本公司」書面同意，否則合約內容不得更改。

而「閣下」完成及向「本公司」提供的「樂在當下」生活保障投保表格及聲明，不論以口述（若是由「本公司」或「本公司」授權之代理錄音）或書面或數碼形式提供，均會構成本合約的依據。

「本公司」現與「閣下」協議，鑒於「閣下」支付保費及「本公司」信賴「閣下」各陳述、保證或聲明，以及遵從本保單及隨附之「附表」的條款與規章，「本公司」將於「保險期」內以「保障表」所載之保障項目承保「受保人」。

此乃全年保單，將於「本公司」收訖「閣下」繳交隨後的保費後而續保。「閣下」必須繳付同年度之全年保費。

「閣下」於投保表格內填報的資料如有任何更改（不論以口述或書面或數碼形式），請盡早通知「本公司」，以免影響「受保人」於本保單的保障內容。

此乃一份有法律效力的文件，敬請妥為保存。

第一部份 – 定義

本保單內某些詞彙具有指定含意，釋義已分別列明如下。為方便「閣下」識別有關詞彙，特將此等詞彙全部加上引號。本保單內容用詞如有性別或單複之分，均應視為概括性的描述，並無區別。

「意外」

除了第三(c)節外的其他所有部分，意外指於「保險期」內，因任何不可預見或預料，且非「受保人」能控制的突發事件，並導致「受保人」在「香港」i) 蒙受「損傷」或 ii) 損失。

對於第三(c)節而言，意外於「保險期」內，因任何不可預見或預料，且非「受保人」能控制的突發事件，並導致他人在「香港」i) 蒙受「損傷」或 ii) 財物損失。

「年齡」

「受保人」所達的年齡。

「骨折」

經骨科專科「醫生」首次診斷後，確診於「意外」時造成的骨折，並因「醫療所需」必需進行手術治療。而有關手術須於確診後 30 日內進行。骨折只包括以下部位及骨骼：

盆骨、腳跟、頭骨、鎖骨、上肢、肘部、手腕、下顎、脊椎、肩胛骨、胸骨、手、足、上顎、顴骨、鼻、肋骨、尾骨、腳趾及手指。

「心臟驟停」

於「意外」時出現的緊急醫療狀況，因心臟左心室沒有收縮或收縮不足而即時導致全身心血管系統衰竭。心臟驟停的診斷必須由相應醫學專業的「醫生」或心臟科專科「醫生」確認。

「內戰」

相同國家的公民或民族互相對抗而發生互相攻擊的「戰爭」或內部「戰爭」。

「昏迷」

昏迷是指因「意外」造成失去知覺的狀態。昏迷的診斷及有關證明必須由相關專科「醫生」確定，並需有下列證明：

- (i) 對外來刺激毫無反應，並持續最少 48 小時；及
- (ii) 需要利用生命維持系統。

「騎單車同行人士」

與「受保人」一起騎單車並陪伴「受保人」完成整個騎單車活動的人士，而非「受保人」的親屬。

「強制隔離」

「受保人」必須入住「醫院」內之隔離病房或政府指定之隔離地點最少一整日，並連續逗留於該隔離地點直至可以離開隔離區為止。

「住院」

「受保人」因「損傷」而須遵照「醫生」囑咐及「醫療所需」入住「醫院」接受治療並在出院前一直逗留於「醫院」內。住院須以「醫院」發出的每日病房及膳食費用單據作證明。

「先天性疾病」

(a) 任何於出生時或之前已存在的醫學、生理或精神上的異常，不論於出生時有關異常是否已出現、被確診或獲知悉；或時敬啟 (b) 任何於出生後六個月內出現的新生嬰兒異常。

「自付額」

任何於本保單下不承保之指定金額及在「本公司」按本保單就各相關章節下作出賠償前須由「受保人」首先自行承擔之金額。在第二部份第一 (b) (ii) 節的自付額，應以每「意外」的基礎作計算，至於第二部份第四 (a) 節的則以每套 / 件 / 對的基礎作計算。

「香港」

中華人民共和國香港特別行政區。

「醫院」

符合下列條件的機構：

- (i) 持牌醫院（如所在國家或司法管轄區規定領有牌照）；
- (ii) 主要業務為接受患病、染恙或受傷人士「住院」及提供醫療護理服務；
- (iii) 駐有註冊護士或合格護士每天 24 小時提供看護服務；
- (iv) 一名或以上持牌「醫生」時刻駐院；
- (v) 提供有組織的設施為「住院」病人進行醫學診斷及大型外科手術；及
- (vi) 主要業務並非診所、護理院、療養院、復康院或同類機構，亦非戒酒所或戒毒所。

「直系親屬」

「受保人」的配偶、父母、配偶父母、祖父母、子女、兄弟姊妹、孫兒女或合法監護人。

「傳染病」

任何被香港衛生防護中心或世界衛生組織宣佈由人傳人感染及已在有關當地人口中廣泛傳播的傳染病。

「損傷」

除了第三 (c) 節外的其他所有部分，指「受保人」純粹因「意外」而非任何其他事故所蒙受之身體損傷及 / 或食物和飲料中毒。

對於第三 (c) 節而言，指他人純粹因「意外」而非任何其他事故所蒙受之身體損傷。

「受保人」

「附表」或批註內註明為受保人之人士。

「韌帶撕裂」

經骨科專科「醫生」首次診斷後，確診於「意外」時造成的韌帶撕裂為完全或部份撕裂，並因「醫療所需」必需進行手術治療，而有關手術須於確診後 30 日內進行。

診斷性關節鏡檢查不會被視為手術。

「物流公司」

負責將「已購買貨品」運送給「投保人」的公司。

「失肢」

手腕或足踝處或以上的肢體部份的完全分離。

「殘廢」

肢體或器官的「永久」完全喪失功能或「永久」完全分離。

「最高賠償額」

於本保單的「保障表」中所列出的各種保障的最高賠償額。

「醫生」

已根據《醫生註冊條例》「香港」法例第 161 章規定，註冊為醫生之人士，但不包括「閣下」、「投保人」或「投保人」親屬。

「醫療所需」

按照一般公認的醫療標準，就診斷或治療相關「損傷」接受醫療服務的需，而醫療服務必須符合下列條件：

- (a) 需要「醫生」的專業知識或轉介；
- (b) 符合該「損傷」的診斷及治療所需；
- (c) 按良好而審慎的醫學標準提供，而非主要為對「投保人」、其家庭成員、照顧人員或主診「醫生」帶來方便或舒適而提供；
- (d) 在環境最適當及符合一般公認的醫療標準的設備下，提供醫療服務；及
- (e) 按主診「醫生」審慎的專業判斷，以最適當的水平向「投保人」安全及有效地提供。

就本保單的釋義而言，在不抵觸上述一般條件下，符合醫療所需條件的「住院」情況包括但不限於以下例子：

- (i) 「投保人」因急症需要在「醫院」接受緊急治療；
- (ii) 手術是在全身麻醉下進行；
- (iii) 「醫院」具備手術或治療程序所需的設備，有關手術或治療程序並不能以日症病人的方式進行；
- (iv) 「投保人」同時發生的傷病屬明顯嚴重；
- (v) 主診「醫生」考慮到「投保人」的個人情況下，經過審慎的專業判斷及考慮「投保人」安全後，所需的醫療服務應在「醫院」內進行；
- (vi) 經過主診「醫生」審慎的專業判斷，「住院」時間對「投保人」接受的醫療服務是合適的；及 / 或
- (vii) 如屬「醫生」認為需要的診斷程序或專職醫療服務，經該「醫生」審慎的專業判斷及考慮「投保人」安全後，所需治療程序或服務應在「醫院」內進行。

在上文 (v) 至 (vii) 的情況下，主診「醫生」行使審慎的專業判斷時，應該考慮該「住院」是否：

- (i) 按照當地良好及審慎的醫療標準提供該醫療服務，而非主要為「投保人」、其家庭成員、照顧人員或主診「醫生」提供方便或舒適的環境；及
- (ii) 在環境最適當及符合當地一般公認的醫療標準的設備下，提供該醫療服務。

「金錢」

持有作社交或家居用途的現金、支票、郵政匯票、銀行匯票、存款證、郵票、禮券、八達通、八達通手錶及任何形式電子錢幣。

「網上商店」

任何允許消費者通過互聯網直接從賣方公司購買商品或服務的網站、網上平台或市場。

「保險期」

「附表」內所訂明之保險有效期，而「本公司」已接納「閣下」在「附表」內所訂明該保險期間之保費。

「永久」

「意外」發生之日起計，損害情況持續至少十二個月，並於此段時間終結時沒有好轉之跡象。

「個人物品」

日常生活一般穿戴或攜帶的財物，但不包括：

- (i) 其他保險保單更加特定註明承保的財物。
- (ii) 契約、債券、匯票、證券、文件、手稿、業務、專業或貿易貨物或設備。
- (iii) 任何手提電話、智能手提電話、平板電腦或筆記型電腦。
- (iv) 皮草、信用卡、隱形眼鏡、假牙、義肢、露營用品、槍械或任何性質之「金錢」。
- (v) 任何人士擁有、受信託保管、持管或控制而其間作專業用途之樂器、體育設備及攝影器材。
- (vi) 使用中的體育服裝及裝備。

「保單生效日」

在收受保費的前提下，列明於「附表」上之生效日期或列印在最近期的續保通知書上的續保日，以較後者為準。

「首個保單生效日」

- (i) 申請此保單時列明於「附表」上的首個「保單生效日」；為免存疑，續保日除外；或
- (ii) 保單復效日，以較遲者為準。

「投保前已存在的傷疾」

「投保人」於「首個保單生效日」或保單復效日(以較遲者為準)前已有症狀、曾尋求及 / 或曾接受「醫生」之治療、診症或處方服藥，又或「醫生」曾作出醫療建議或治療的任何已知及 / 或未知的狀況。

「投保前已存在的事故」

「保單生效日」之前已存在及 / 或已宣布的任何情況。

「私家車」

任何登記為私家車並在由「香港」運輸署所發出的車輛牌照上註明為私家車的車輛。

「公共交通工具」

任何由個別公司或個人持牌出租的機動客運交通工具，包括但不限於公共巴士、旅遊巴士、渡輪、氣墊船、水翼船、輪船、火車、電車或地下火車。

「已購買貨品」

任何「投保人」於實體商店或網上購買並由「物流公司」運送的貨品。

「有關文件」

有關文件包括「附表」、投保表格、聲明、附加契約、批單、附件及修訂本（不論以口述、數碼型式或書面形式）。

「附表」

隨附本保單並構成保單一部份之附表。

「嚴重損傷」或「嚴重疾病」

需經由「醫生」治療的「損傷」或疾病，並必須於「醫院」「住院」。

「留港度假」

以休閒及 / 或度假為目的居住於根據《旅館業條例》（第 349 章）獲許可在「香港」營運之任何酒店、旅館或住宿設施。

「留港度假同行人士」

與「投保人」一同預訂酒店或旅館的人士，於整個「留港度假」一直與「投保人」同行，而非「直系親屬」。

「罷工」

僱員集體不上班進行抗議並剝奪雇主服務，並直接因勞工相關的騷亂和暴動對「投保人」造成損害或損失。

「保障表」

於本保險單第二部份所附之保障表，當中列明各節中不同保障的「最高賠償額」。

「肌腱斷裂」

經骨科專科「醫生」首次診斷後，確診於「意外」時造成的肌腱斷裂為完全或部份斷裂，並因「醫療所需」必需進行手術治療，而有關手術須於確診後 30 日內進行。

「恐怖活動」

任何個人或團體，不論獨自行動或代表任何組織或與任何組織有關連，為達到政治、宗教、信念或類似目的，作出任何意圖影響任何國家、政治部門，或由此而威脅公眾或任何國家的部份公眾的行為、準備或恐嚇的行動。任何恐怖活動必須經有關政府確認及公開宣佈。

「完全傷殘」

「投保人」遭遇「意外」而蒙受「損傷」，並且於事發後連續 12 個月內完全不能從事任何根據「投保人」的學歷、專業訓練或經驗而可賺取薪金或利益的工作。如「投保人」並無從事任何職業或工作，完全傷殘則指「投保人」喪失應付日常生活事務的能力。

「戰爭」

由兩個或更多黨派或國家之間的武力競賽引起的，並出於任何目而進行的任何事件；或主權國家的武裝衝突，無論是宣戰還是未宣布的這場競賽或武裝衝突，以及公開的敵對行動；或存在以下情形的國家狀態：i) 和平關係的中斷和 ii) 武力的普遍爭辯，均由這些國家的各自主權國家授權。入侵，外國敵人的行為，敵對行動（無論是否宣戰），「內戰」，內亂，叛亂，起義，軍事力量或政變或任何使用核工程的行為所引起的事件亦包括在定義內。

「本公司」

蘇黎世保險有限公司（於瑞士註冊成立之有限公司）。

「閣下」

本保單之投保人及於「附表」內註明為保單持有人的人士。

第二部份 – 保障

保障表

保障	保單年度「最高賠償額」（港元）
地域限制	「香港」
第一節 – 購物保障 (a) 網上 / 線下交易，根據以下限額： (i) 網上購物詐騙 (ii) 盜用信用卡 (b) 網上 / 線下「已購買貨品」，根據以下限額： (i) 「已購買貨品」於運送途中遺失 (ii) 「已購買貨品」於運送途中或收貨後損壞	40,000 每次「意外」5,000 每次「意外」20,000 20,000 每次「意外」10,000 每次「意外」3,000，500「自付額」
第二節 – 玩樂及飲食保障 (a) 取消「留港度假」 (b) 食物中毒	每次事故 5,000，最多三次事故 每日 500，每次「意外」最長 10 日，最多三次「意外」
第三節 – 運動保障 (a) 「心臟驟停」或「昏迷」 (b) 「骨折」、「韌帶撕裂」或「肌腱斷裂」 (c) 騎單車者責任	200,000 每次「意外」30,000，最多三次「意外」 1,000,000
第四節 – 全天候保障 個人財物保障，根據以下限額： (a) 「個人物品」 (b) 「金錢」失竊 (c) 補領個人證件 (d) 手提電話 / 筆記型電腦 / 平板電腦之維修費用	10,000 每套 / 件 / 對 3,000，每套 / 件 / 對 500「自付額」 2,000 每次「意外」500 每次「意外」2,000（手提電話） 每次「意外」4,000（筆記型電腦 / 平板電腦）
第五節 – 出行保障 (a) 「意外」死亡 (b) 「永久」傷殘	1,000,000 200,000

第一節 – 購物保障

(a) 網上 / 線下交易

(i) 網上購物詐騙

「本公司」將根據「保障表」所列的「最高賠償額」為上限，賠償「投保人」因在「網上商店」購買貨品及 / 或服務時受詐騙所引致的「金錢」損失。
任何事件必須於發現金錢損失後的二十四小時內向「香港」警方或有關當局及「本公司」報告。
當申請索賠，索賠人必須提供一份附有「香港」警方或有關當局的調查結果的報告，說明該案已被確認為欺詐。
以下所列並不包括在內：

- 任何從其他來源已經追回或可追回的損失；或從「本公司」已經獲得賠償的損失；
- 任何無法提供購買證明的損失；或
- 任何涉及購買非法物品的交易。

(ii) 盜用信用卡

「本公司」將根據「保障表」所列的「最高賠償額」為上限，賠償「投保人」在「保險期」間因「投保人」的信用卡被盜用所引致的金錢損失，但不包括被「直系親屬」所盜用。信用卡被盜用需是由信用卡被搶劫，爆竊或盜竊；或是由網上購物交易中信用卡資料丟失所引起。

任何事件必須於發現金錢損失後的二十四小時內向「香港」警方及「本公司」報告。

以下所列並不包括在內：

- 任何無法解釋的損失或失蹤；或
- 任何可從未授權交易的商戶、被盜用信用卡的發卡銀行或其他來源追回的損失。

(b) 網上 / 線下的「已購買貨品」

(i) 「已購買貨品」於運送途中遺失

在「保險期」內，若「物流公司」於運送途中遺失「已購買貨品」，並超過預計到達日期後十四 (14) 日無法尋回，「本公司」將根據「保障表」所列的「最高賠償額」為上限，賠償「投保人」無法取回的損失。

有關索賠必須提供「物流公司」及商戶的書面確認，指遺失的「已購買貨品」無法尋回，且它們並不會承擔無法尋回的「已購買貨品」的損失，以作為索賠的證據。

(ii) 「已購買貨品」於運送途中或收貨後損壞

若「已購買貨品」於運送途中或收貨後七(7)日內因「意外」損壞，於「受保人」繳付「保障表」所列的「自付額」後，「本公司」將根據「保障表」所列的「最高賠償額」為索償金額的上限，支付餘下的賠償予「受保人」，以維修或替換貨品。

有關索賠必須提供「物流公司」及商戶的書面確認，指它們不會承擔因「意外」損壞的「已購買貨品」的損失，以作為索賠的證據。

對於第一(b)(ii)節因「意外」損壞的「已購買貨品」，「本公司」可酌情決定根據有關貨品之損耗及折舊程度，選擇賠償或對該「已購買貨品」進行修復或修理。

關於第一(b)節 – 網上 / 線下「已購買貨品」的不承保事項

- 對於「已購買貨品」於運送途中損壞，任何未能於收到「已購買貨品」後七(7)天內向「本公司」報告的損壞；
- 對於「已購買貨品」於收貨後損壞，任何未能於「意外」發生日期後七(7)天內向「本公司」報告的損壞；
- 任何有害物料、危險物品或被「香港」政府或有關當局禁止或限制的物品；
- 任何非法物品；
- 任何易腐爛的物品、生物和植物；「金錢」、加密貨幣、可轉讓票據、證券、商業文件、護照和其他身份證明文件或樣品；
- 因欺詐或欺騙造成的任何損害或損失；
- 任何因物品未有妥善包裝或密封所引起的損壞；
- 對於網上或線下購物，任何不是以「受保人」名義進行交易的「已購買商品」；或
- 任何可以從商戶、「物流公司」及 / 或其他來源補償或取回的成本或費用。

第二節 – 玩樂及飲食保障

(a) 取消「留港度假」

如「受保人」因以下事故必須要取消「留港度假」：

- 「受保人」、「直系親屬」或「留港度假同行人士」於原定「留港度假」日期前 90 日內死亡、蒙受「嚴重損傷」或患上「嚴重疾病」；
- 「受保人」於原定「留港度假」日期前 90 日內被傳召作證人、履行陪審員責任或需按規定接受「強制隔離」；
- 在預定前往之酒店或旅館內或一公里範圍之內突然發生不可預見的「罷工」，並導致「受保人」不能進入或住宿在「留港度假」地點；
- 於「留港度假」前一星期內，因不可預料的「傳染病」爆發或香港衛生防護中心就「傳染病」作出特別聲明；
- 於「留港度假」前一星期內，任何在「留港度假」地點宣佈發生與食物中毒有關的事故或因此而關閉；或
- 「受保人」、「直系親屬」或「留港度假同行人士」在「香港」的主要居所於原定旅程出發前一星期內因火災、水浸或盜竊而嚴重損毀，而「受保人」或「留港度假同行人士」需留在家中；

「本公司」會根據「保障表」列明的「最高賠償額」為上限，賠償合理而未有使用及無法從其他途徑追討但已支付與該原定「留港度假」有關的費用。

本保單並不保障：

- 因「受保人」個人或經濟原因而引致的取消；
- 任何於「留港度假」中提供服務的酒店或旅館或任何組成「留港度假」的服務商的破產、清盤所引致的損失；或
- 任何在以下日期前已存在或已宣布的事件所造成的損失：(i)「本公司」接受本保險單的申請日期或(ii)由旅行社、酒店、旅館或任何安排或組成「留港度假」的服務商之收據上註明的日期，以較遲者為準。

(b) 食物中毒

倘「受保人」在「保險期」內因食物中毒而「住院」，而該診斷得到「醫生」證明，「本公司」將以「保障表」所列之「醫院」現金津貼賠償額作出賠償。

此保單不包括在「意外」日期前已在香港政府食物安全中心食物警報中列出的有毒食品所引致的食物中毒。

第三節 – 運動保障

(a) 「心臟驟停」或「昏迷」

倘「受保人」在「保險期」內進行休閒運動期間遭遇「意外」而蒙受「心臟驟停」及 / 或「昏迷」，「本公司」將以「保障表」所列之「最高賠償額」賠償予「受保人」，並受以下賠償條款所規限。

以下所列並不包括在內：

- 因存在病症如心血管疾病、先天性心臟病導致的心臟驟停；或
- 因自致的傷害、酒精或濫用藥物而引致的昏迷。

「心臟驟停」或「昏迷」賠償條款

- 如「受保人」在同一宗「意外」中蒙受「心臟驟停」及「昏迷」，只會賠償本保障一次。
- 若「心臟驟停」或「昏迷」是與先前「意外」中「心臟驟停」或「昏迷」的相關原因引致，並「本公司」已就先前「意外」支付有關保障，該「心臟驟停」或「昏迷」會被視為先前「意外」的延續，而「本公司」將不會就該「心臟驟停」或「昏迷」再支付任何保障。如「意外」發生之日期與以下有關先前「意外」所導致的「心臟驟停」或「昏迷」的日期（以較後者為準）相隔三年或以上，則該「心臟驟停」或「昏迷」將被視為由另一「意外」所引致：-(1)最近的出院日期；(2)最後一次治療性手術日期；(3)最後一次接受診症日期；(4)最後一次接受治療，或服用藥物之日期，或接受特別餐單之日期且無須再就該「心臟驟停」或「昏迷」接受治療。

(b) 「骨折」、「韌帶撕裂」或「肌腱斷裂」

倘「受保人」在「保險期」內進行休閒運動期間遭遇「意外」而蒙受「損傷」，並導致：

- 「骨折」；
- 「韌帶撕裂」；或
- 「肌腱斷裂」

「本公司」將以「保障表」所列之「最高賠償額」賠償予「受保人」，並受以下賠償條款所規限。

以下所有條件均須符合：

- 「骨折」、「韌帶撕裂」或「肌腱斷裂」之診斷須由影像證據證明；及
- 「受保人」於「意外」時接受現場所提供的緊急醫療，或「受保人」於「意外」後 7 天內接受「住院」或門診治療。

以下所列並不包括在內：

- 因存在病症如骨質疏鬆症、骨軟化症、骨腫瘤導致的骨折；
- 放射科「醫生」報告中描述的骨折為疲勞性骨折、壓力性骨折、線性骨折、撕除性骨折 / 碎裂或微骨折；
- 因存在病症或「投保前已存在的傷疾」如急性或慢性肌腱病導致的斷裂；
- 因已存在的肌腱炎或骨折所導致的斷裂；或
- 因全身性疾病導致的斷裂。

「骨折」、「韌帶撕裂」或「肌腱斷裂」賠償條款

- 在同一宗「意外」中不會賠償「骨折」、「韌帶撕裂」或「肌腱斷裂」多於一次。
- 此保障額僅適用於「受保人」需於「醫院」「住院」並接受與「損傷」相關的實際手術修復。
- 若「骨折」、「韌帶撕裂」或「肌腱斷裂」是與先前「意外」中「骨折」、「韌帶撕裂」或「肌腱斷裂」屬同一身體部位，並「本公司」已就先前「意外」支付有關保障，該「骨折」、「韌帶撕裂」或「肌腱斷裂」會被視為先前「意外」的延續，而「本公司」將不會就該「骨折」、「韌帶撕裂」或「肌腱斷裂」再支付任何保障。如「意外」發生之日期與以下有關先前「意外」所導致的「骨

折」、「韌帶撕裂」或「肌腱斷裂」的日期（以較後者為準）相隔三年或以上，則該「骨折」、「韌帶撕裂」或「肌腱斷裂」將被視為由另一「意外」所引致：- (1) 最近的出院日期；(2) 最後一次治療性手術日期；(3) 最後一次接受診症日期；(4) 最後一次接受治療、或服用藥物之日期、或接受特別餐單之日期且無須再就該「骨折」、「韌帶撕裂」或「肌腱斷裂」接受治療。

(c) 騎單車者責任

「本公司」將以「保障表」所列之「最高賠償額」為上限，就「受保人」在「保險期」間作為休閒騎單車者於「香港」境內任何地方因「意外」引致他人蒙受「損傷」或財物受損而需個人承擔的法律上的賠償責任作出賠償。

「本公司」不會承保任何因以下情況直接或間接引致的責任：

- 任何商業或專業用途；
- 與「受保人」之家屬、親屬或「騎單車同行人士」相關；
- 任何「受保人」所擁有、佔管、使用或控制之財物；
- 任何對「受保人」所擁有、受「受保人」信託保管或持管之財物損害；
- 「受保人」沒有適當的設備、沒有採取必要的預防措施以確保自己及他人安全及 / 或沒有妥善保養設備；
- 「受保人」沒有遵守相關法律、條例或法規；或
- 「受保人」在騎單車時受下列所影響：
 - 影響操作機器或設備的藥物；
 - 非法藥物；或
 - 酒精。

第四節 – 全天候保障

個人財物保障

對於第四節因「意外」損壞的個人財物，「本公司」可酌情決定根據有關個人財物之損耗及折舊程度，選擇賠償或對該個人財物進行修復或修理。若修理費用超越損毀物品之價值時，「本公司」於處理該賠償申請時會視該物品已遺失。

(a) 「個人物品」

如「受保人」一般佩戴或攜帶的「個人物品」在「保險期」內因「意外」遺失或損毀，於「受保人」繳付「保障表」所列的「自付額」後，「本公司」將根據「保障表」所列的「最高賠償額」為索償金額的上限，支付餘下的賠償。

任何存放在無人看管的汽車內之「個人物品」，必需存放在上鎖的汽車行李箱內，或後座背的儲物位置。

(b) 「金錢」失竊

如「受保人」在「保險期」內因搶劫、爆竊或偷竊而損失隨身攜帶並屬於「受保人」的「金錢」，「本公司」將根據「保障表」所列的「最高賠償額」為上限作出賠償。

(c) 補領個人證件

若「受保人」的「香港」身份證、信用卡、駕駛執照或其他身份證明文件在「保險期」內「意外」遺失，「本公司」將支付其補領費用，以「保障表」所載之「最高賠償額」為上限。

(d) 手提電話 / 筆記型電腦 / 平板電腦之維修費用

「本公司」將根據「保障表」所列的「最高賠償額」為上限，賠償「受保人」在「保險期」內因「意外」導致手提電話及 / 或筆記型電腦及 / 或平板電腦的物質損壞而引致的必要維修費用。

以下所列並不包括在內：

- 因盜竊、搶劫或無法解釋的遺失或失蹤而引致的損失；
- 因老化、磨損、逐漸退化、刮花或出現凹痕而引致的損毀；
- 電力 / 機械故障而引致的損毀；或
- 液體而引致的損毀。

關於第四節 – 全天候保障的條件及不承保事項

1. 有關第四(a)、(b)及(c)節的保障，「閣下」或「受保人」必須在發現遺失後 24 小時內向「香港」警方及「本公司」報告。所有個人財物的索償必須提供由警方或有關當局所發出的書面報告，否則，有關的損失或損毀會不獲賠償。

2. 「受保人」須採取所有合理行動保障「受保人」的個人財物。本保單不會保障任何在公眾場所因無人看管下而遺失的物品；或任何原因未明的遺失或神秘失蹤；或任何因欺詐或行騙引致的損失。
3. 發生「意外」時任何在供應商及 / 或零售商生效保證計劃下之產品不獲保障。
4. 所有合保障資格之維修必須是在「香港」境內之產品生產商及 / 或授權維修中心進行。
5. 有關索賠必須以產品生產商及 / 或授權維修中心出具之正式收據 / 損壞報告為有效的支持文件。

第五節 – 出行保障

「意外」死亡或「永久」傷殘

在「保險期」內，倘「受保人」以付款乘客身份（並非操作員、機師或機員）乘坐、登上或離開任何持牌可於「香港」營運的「公共交通工具」或「受保人」以乘客或司機身份乘坐任何持牌可於「香港」行走的「私家車」並導致「受保人」遭遇「意外」而蒙受「損傷」，並於連續 12 個月內導致：

- (a) 「意外」死亡；或
- (b) 以下任何一項「永久」傷殘：
 - 「永久」「完全傷殘」
 - 四肢「永久」癱瘓
 - 喪失任何一肢（「失肢」）或任何一肢「永久」完全「殘廢」

「本公司」將以「保障表」所列之「最高賠償額」賠償予「受保人」，並受以下賠償條款所規限。為免存疑，如「意外」發生時，如「受保人」已透過完成出境手續離開「香港」，「意外」會被視為不在「香港」發生。

賠償條款

1. 在同一宗「意外」中只會賠償以上 (a) 或 (b) 項一次。
2. 如「受保人」蒙受「損傷」前已出現肢體局部殘缺，而在「損傷」後變成完全殘缺，「本公司」會根據該「損傷」所引致的殘缺部份決定「最高賠償額」。倘於「損傷」前已出現的肢體完全殘缺，則有關之殘缺不獲保障。
3. 如已於第五 (a) 節獲得「最高賠償額」的賠償，本保單便會即時終止。有關保單年度剩餘之保費將不獲退還。
4. 有關第五 (b) 節的賠償，「受保人」一生只能獲賠償一次。
5. 如屬多個肢體「永久」傷疾，於第五 (b) 節支付的總賠償額不能超過「保障表」所列的「最高賠償額」。

特別條款

1. 因「公共交通工具」墮毀或沉沒導致失蹤

倘若「受保人」乘搭之「公共交通工具」因墮毀或沉沒而失蹤，而「受保人」之遺體於該次「意外」發生後一年內仍無法尋回，「本公司」將視「受保人」於有關墮毀或沉沒當時於本保單所承保的「意外」中蒙受「損傷」並因而死亡。

2. 「意外」死亡及「永久」傷殘之最高賠償責任

如任何個別「受保人」同時受保於多張由「本公司」及 / 或與「本公司」有關的公司所簽發含有「意外」死亡及「永久」傷殘保障的保單，則所有含有「意外」死亡及「永久」傷殘保障的保單對該名個別「受保人」之合共總賠償額不可超過 10,000,000 港元，而每份保單的賠償將根據總賠償額按比例分配。

第三部份 – 一般不承保事項

本保單並不承保：

1. 任何於「香港」以外的地點發生的「意外」，或「住院」或門診治療；
2. 「受保人」於「保險期」間違反由「醫生」曾給予的醫學意見（包括在本保單的申請日期前六個月內所提供的意見）參與任何運動；
3. 參加職業體育活動或「受保人」可能或可以賺取收入、報酬或贊助的體育活動；
4. 參加以下危險運動及活動：
 - 潛水深度超過 40 米；
 - 滑翔傘 / 滑翔；
 - 高空跳傘；
 - 懸崖潛水；

- 無人陪伴潛水或未經正規培訓（浮潛除外）；
 - 所有其他形式的潛水，包括潛水鐘、洞穴和坑洼、殘骸的內部勘探、夜間潛水；
 - 攀山運動；
 - 攀岩；
 - 跳傘；
 - 私人航空；或
 - 汽車或摩托車賽車；
5. 非必要的醫療治療或任何未經「醫生」建議的醫療治療之「住院」；
 6. 於「醫院」「住院」目的為休息及／或療養；
 7. 不論任何類型的牙科治療；
 8. 「投保前已存在的傷疾」或「先天性疾病」；
 9. 任何性質之疾病或病症；任何因疾病而引發之「損傷」；
 10. 整容手術、糾正眼球折射的誤差或配用助聽器，以及有關的處方費用，除非因「損傷」導致之必須診治費用；
 11. 自殺、企圖自殺或蓄意自我傷害、神經失常、任何神智不清、精神病、緊張或抑鬱、任何情況下受到酒精或藥物影響（除非由「醫生」處方）；任何與懷孕或性病有關或引致的狀況；
 12. 「戰爭」、侵略、外敵行動、敵對局面（不論曾正式宣佈「戰爭」與否）、「內戰」、叛亂、革命、反叛、軍事、或篡權行動導致之任何事件；
 13. 「受保人」的違法或非法行為或「受保人」直接參與「罷工」、騷亂、暴亂或「恐怖活動」；
 14. 直接或間接由下列原因造成的任何費用或間接損失：
 - 任何核子燃料、核子燃燒後所產生的核子廢料所產生的電離子輻射或放射性污染；或
 - 任何核能裝置或元件所產生的放射性、有毒、爆炸性或其他危險物質。
 15. 於因全球大流行的疫情或流行病而由政府發出的「強制隔離」安排生效或違反自我隔離安排期間，參加體育運動而發生的任何「意外」。
 16. 無法解釋的損失或任何財物失蹤。
 17. 「閣下」、「受保人」或「受保人」親屬的蓄意損壞行為。
 18. 「保險期」開始前發生的事故或「保險期」開始前已出現的損壞。
 19. 因醉酒、非法或非法藥物或明確聲明或警告在接受藥物治療時不能使用或操作機械的任何藥物影響下乘坐或駕駛而引起的任何「意外」或「損傷」。
 20. 所有「投保前已存在的傷疾」和「投保前已存在的事故」。

第四部份 – 一般條款

1. 整體協議

本保險單包括所有「有關文件」，乃立約各方之間的整體協議。任何代理或其他人士均無權更改或豁免本保險單的任何條款。本保險單如有任何修改，必須獲得「本公司」有關的負責人批准並簽發批單作實，方始生效。為免生疑，「有關文件」亦會組成續保合約的部份，除非收到「閣下」在續約時的通知，所有資料會於續保生效時被視為真確及有效。

2. 「年齡」及資格限制

除非另有注明，在本「保單生效日」時，「受保人」「年齡」必須介乎於6個月至70歲。

「受保人」必須為「香港」居民及持有有效之「香港」身份證明文件（或「年齡」12歲以下之「受保人」應持有有效之「香港」出世紙），且具有於「香港」的居住住址。

3. 現況改變

「閣下」或「受保人」就申請表上（不論以口頭、數碼型式或書面上）或續保時所提供予「本公司」之資料之任何變更，均須負全責通知「本公司」，否則「本公司」有權拒絕所有賠償或使其失效。

4. 索償通知

如要申請索償，必須於引致「受保人」損失的「意外」30日內通知「本公司」。如「受保人」「意外」死亡，必須立即通知「本公司」。「本公司」所需之任何證明書、資料及證據，須依據「本公司」所定之形式及性

質提交，而所需費用概由「閣下」或「受保人」或「閣下」／「受保人」的個人代表負責。「本公司」有權自費支付「受保人」於「本公司」指定的醫療機構進行檢查。如「閣下」或「受保人」不遵守本條款，「本公司」將全權酌情決定不會支付本保單的任何保障。

5. 損失證明

所有損失證明文件需於「本公司」收到提供給我們的索賠表後30日內呈交給「本公司」。倘有合理的緣由不能於限期內將有關證明文件送交「本公司」，但已盡可能於限期後立即送出，且不過過180日之限，則不會被視為放棄申請賠償的權利。「本公司」所需之證書、資料及證據，須依據「本公司」所定之形式及性質提交，「本公司」概不會負責任何費用。若所提交的證明文件並非中文或英文，「閣下」或「受保人」必須自費取得經核證的中文或英文證明文件譯本。

6. 索償時限

除非索償已被「本公司」接納或為有待進行之未審結訴訟、仲裁或替代性爭議解決方案外，於任何情況下，「本公司」概不會就任何「損傷」或「意外」後滿12個月方提出之有關索償支付賠償。

7. 其他保險

如「受保人」於索償時同時受保於其他保險公司保單或保險證書內的相同保障，「本公司」只會負責按照本保單以比例作出賠償，付款總額不得超過索償金額。

8. 合理謹慎

「受保人」必須：

- 採取所有合理謹慎措施，以維持「受保人」「個人物品」之狀態及功用良好。
- 作出所有合理預防措施，避免引致「損傷」及財物損壞或遺失。
- 遵從任何公共機構就人身或財物安全制定之所有法定義務、附例或規例。

9. 身體檢查

如「受保人」蒙受非致命「損傷」，「本公司」有權按需要要求由「本公司」指定的醫療機構為「受保人」進行身體檢查。如「受保人」身故，「本公司」有權自費進行驗屍。「本公司」擁有該等調查結果之所有權。

10. 責任索償

「閣下」或「受保人」未經「本公司」書面同意，不可承認、否認或解決任何索償。

11. 支付索償

本保單之所有索償將以港元支付及將在收到所有「本公司」承認之必須證明後支付予「受保人」。如「受保人」「意外」死亡，「本公司」會將所有尚未支付之賠償額支付予「受保人」的遺產承繼人。若「受保人」為17歲或以下，索償應支付予其父母或「閣下」。當「本公司」收妥所需的證明文件並批核後，將根據本保單立即作出賠償，惟「永久」「完全傷殘」之賠償除外。

12. 失實陳述、漏報或欺詐

「本公司」有權在下列任何一項情況下，宣告本保單自「保單生效日」起無效，並通知「閣下」，本保單不會為「受保人」提供保障：

- 在投保表格或任何其後就相關申請提交予「本公司」的資料或文件（包括相關資料的任何更新及改動），其所作出的陳述或聲明中，就「受保人」健康狀況的任何「重要事實」作出失實聲明或遺漏資料，未如實申報任何「投保前已存在之傷疾」或未能遵行最高誠信而影響「本公司」的風險評估。「重要事實」包括但不限於會影響「本公司」對「受保人」的核保決定的事實，若披露該事實「本公司」有可能因而徵收附加保費、增加不保項目、拒絕或待定投保申請。
- 在投保表格中或索償時，作出欺詐或有欺詐成分的申述。

在(a)的情況下，「本公司」將：

- 退還已繳交的相關保費及保費徵費（如有）但需扣除所有已支付的索償金額及「本公司」支付的必要費用，包括但不限於「本公司」的合理行政費及因本保單而招致的服務費（如有）。

- (ii) 如上述抵銷事項總數超越已繳交的相關保費，「閣下」必須在「本公司」發出付款通知書後十四 (14) 個工作天內向「本公司」償還差額。

在 (b) 的情況下，「本公司」將有權：

- (i) 不退還已繳交的相關保費；及
- (ii) 追討所有過去已支付予「閣下」的賠償，並要求在「本公司」發出付款通知書十四 (14) 個工作天內把有關賠償償還「本公司」。

13. 保費

- i. 本保單為年度保單。保單的效力受限於保單全年之保費的繳付。在首期保費支付後，所有往後的保費必須在到期日或之前支付。「閣下」必須負責繳付同年度之全年保費，保單方為有效。
- ii. 「本公司」保留權利，根據保費到期日適用的保費率以作調整。「本公司」會於調整保費前 30 天內以書面通知「閣下」。

14. 寬限期

在首期保費後，「本公司」將於每次保費到期後給予「閣下」31 日寬限期。在寬限期內，本保單仍維持生效，如於寬限期屆滿後尚未繳清保費，本保單將於欠繳保費之日期起被視為逾時失效。

15. 重訂保單

若「閣下」因欠繳保費而導致「本公司」宣佈保單逾時失效，惟事後「閣下」向「本公司」提交令「本公司」滿意之重訂申請書，並提供可保性證明，「本公司」可能允許「閣下」重訂保單。但於保單失效期間發生之索償則不會獲得任何保障。任何「投保前已存在之傷疾」將包括於復效日前已出現之傷疾。重訂之保單只會保障「受保人」在復效日後所發生的「意外」而蒙受之「損傷」及財物遺失及 / 或損毀。

16. 取消保單

- i. 「本公司」有權於 30 日前以書面通知「閣下」取消保單或任何章節或部份，通知書將以掛號信寄至「閣下」最後登記地址。在任何情況下，「本公司」並無責任透露有關之終止原因。保單終止時，若在有關取消保單生效日至該段保險期最後一天的期間沒有任何索償，保費會按比例退還。在保障終止後，任何由「本公司」收取之保費將不對「本公司」構成任何責任，但「本公司」將退還「本公司」收到的任何此等保費。
- ii. 「閣下」可於 30 日前向「本公司」提出書面通知以取消此保單。若在有關取消保單生效日至該段保險期最後一天的期間沒有任何索償，「閣下」已繳付的保費會按比例退還。

在上述兩種情況，如在「保險期」內已獲得本保單賠償或接受服務，有關之保費將不獲退還及「閣下」必須繳交該保單全年之保費。

儘管有上述規定，如本保單未符合「閣下」需要及在該「保險期」內無索償紀錄，「閣下」有權在保單交付「閣下」後 14 日內以「閣下」簽署之書面通知「本公司」取消保單並向「本公司」交還保單。「本公司」將會把「閣下」已付之保費無息全數退還。

17. 保障終止

本保險單之保障將會在遇到下列較早發生的一項時自動終止：

- i. 根據本部份第 12 項 - 虛報或漏報資料所述之情況；
- ii. 「閣下」未能根據本部份第 14 項 - 寬限期所述之情況，在 31 日寬限期內付款；或
- iii. 任何一方根據本部份第 16 項 - 取消保單所述之情況，以 30 日內書面通知取消本保單；或
- iv. 符合本保單第二部份第五 (a) 節的「意外」死亡所述之情況而「受保人」的遺產繼承人已獲得賠償。

18. 續訂保單

從「保單生效日」起計，本保單會維持一年生效期及由「本公司」決定每年自動續保，但「本公司」保留權利在每個「保險期」之續保時間前 30 日向「閣下」提供書面通知以更改條款，包括但不限於保費、保障、保障額或不承保事項。「本公司」沒有責任透露有關更改之原因。儘管如此，「閣下」可於本保單任何一個「保險期」之保單週年日前表示不接納更改，最後可以不實行續保。

19. 「年齡」錯誤陳述

倘投保時「受保人」「年齡」被不慎錯誤陳述，而根據當時的正確「年齡」，本保單之保障應不能生效或應該在收取該次或每次保費前終止，如「本公司」並無就本保單作任何理賠，則「本公司」於任何情況下只會退回有關保費而不負責任何承保責任。

20. 筆誤

「本公司」的筆誤不會令生效之保單因而失效，或令失效之保單因而生效。

21. 法律訴訟

當索償證明文件依據本保單規定送交「本公司」後，60 日內不得向本保單進行法律訴訟以求賠償。此外，「閣下」亦不得在「本公司」要求其提供索償證明的指定限期屆滿一年後提出訴訟。

22. 代位權

「本公司」有權自費以「受保人」名義對任何有可能導致本保單索償的承保事件的第三者進行追討，「受保人」需同意執行並允許「本公司」因執行任何權利及補救，或從他人獲取援助或賠償的目的下所作出的合理要求的行為或事情。

23. 替代性爭議解決方案

如有任何關乎本保單出現的爭議，爭議各方可根據「香港」司法機構為民事調解所訂立及爭議當時所適用之有關實務指示，真誠進行調解。如爭議各方未能於 90 日內透過調解解決爭議，爭議各方均應將有關爭議提交予香港國際仲裁中心，按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》仲裁解決。本仲裁條款適用的法律為「香港」法律，而仲裁地應為「香港」。仲裁員人數為一名，而仲裁程序應以英語進行。現明文述明，在爭議各方根據本保單行使任何法律權利前，必須先取得仲裁決定。不論任何類型爭議解決方案的任何狀況或結果，如「本公司」否認或否決「受保人」追索本保單之任何責任，而並未能於「本公司」所發出之通知 12 個月內按以上規定展開仲裁，「受保人」的賠償申請即被視作已被撤回或放棄，並且不能根據本保單再次進行追討。

24. 遵從基本條款

如「受保人」違反本保險單任何條款，所有就本保險單提出的索償均告無效。

25. 管轄法律及司法裁判權

本保單受「香港」法律管轄及按其詮釋。而受本保單中之替代性爭議解決方案條文所限下，爭議各方同意受「香港」法院的專有司法裁判權。

26. 個人資料收集目的

「本公司」將根據「本公司」不時通知「閣下」的私隱政策使用所有已收集及持有的個人資料，「閣下」亦可透過此網址查閱有關私隱政策：www.zurich.com.hk/zh-hk/services/privacy。

「閣下」會，及會促使保單下的「受保人」，授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的強制性用途，使用及轉發（至「香港」境內或境外）包括屬敏感性如「香港」法例第 486 章《個人資料（私隱）條例》中所定義之個人資料。如「閣下」向「本公司」提供任何第三者資料，「閣下」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本保單，包括但並不限於進行任何對有關資料當事人進行審慎調查、合規及製裁查核。

27. 第三者權利

除了「閣下」或「受保人」或本保單以明示方式指明以外，任何人士如非本保單之一方並沒有權利執行或享有本保單條款的保障。任何有關合約第三者權益之法例將不適用於本保單。不論本保單任何條款所列，任何保單變更（包括任何解除責任或責任妥協）或終止均不須第三者同意。

28. 語言

本保單備有中文及英文版本。兩個版本如有任何歧義，概以英文版本為準。

29. 制裁

若本「保單」提供的保險、款項、服務、保障及 / 或「受保人」的任何業務或活動會違反任何適用的貿易或經濟制裁法律或監管要求，不論本「保單」任何其他條款所列，保險公司則不得被視為向任何「受保人」或其他

一方提供任何保險或將向「受保人」或任何其他一方支付任何款項或提供任何服務或保障。

以上條文亦適用於任何被保險公司視為適用的貿易或經濟制裁法律或監管要求，或若「受保人」或其他接受款項、服務或保障的一方是受制裁人士。

賠償程序

第一步：除非本保單文件另有列明，否則在可能引起索賠的任何情況下的三十 (30) 日內通知「本公司」。

第二步：根據下表填寫相應的索賠表格，並適當提供所需文件。

索償表格	本保單部分
個人意外及醫療索償申請表	第二部分第 2(b)、3(a)、3(b) 及 5 節
財物損失索償申請表	第二部分第 1(a)、1(b)、2(a) 及 4 節
第三者責任索償申請表	第二部分第 3(c) 節