

# Tourist Guide

## Personal Accident Insurance Policy

In consideration of the payment of premium and subject to the definitions, exclusions, limitations, provisions and terms contained herein, endorsed hereon, or attached hereto, we agree to insure the *insured person* named in the *schedule* issued in relation to an *insurance period* and promise to pay indemnity for loss to the extent provided herein.

### PART 1 – DEFINITIONS

Certain words in this policy have specific meanings. We have printed these words in italics throughout this policy and have given the meanings below:

#### **Accident/Accidental**

a sudden and unforeseen event that happens unexpectedly and causes *injury* to the *insured person* during the *insurance period*.

#### **Confined/Confinement**

the *insured person* is registered as an in-patient in a *hospital* for a medical treatment for an injury or illness upon the recommendation of 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*.

#### **Effective Date**

means either (i) the date of *our* acceptance of the enrollment for this policy or (ii) the date the group tour is assigned to the *insured person* by the relevant *travel agency*, whichever is the later.

#### **Hong Kong**

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

#### **Hospital**

an establishment which meets all the following requirements:

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

#### **Injury**

bodily injury sustained in an *accident* directly and independently of all other causes.

#### **Insurance Period**

for group tour travel and as a tourist guide for such group tour, it means the period commencing from the time when the *insured person* arrives at the venue in *Hong Kong* which designated by the *travel agency* as the meeting point for the purpose of commencing the group tour and until the time when the *insured person* arrives at the appointed dismissal place in *Hong Kong* upon the completion of such group tour.

If the *travel agency* has arranged transportation to the *insured person* to travel to and from the designated meeting point in *Hong Kong*, the insurance period shall commence from the time when the *insured person* is riding on such transportation to the meeting point for the purpose of commencing the group tour and until the time when the *insured person* disembarks from such transportation at his/her place of residence or the location of the *travel agency* in *Hong Kong* upon the completion of such group tour. For the avoidance of doubt, transportation means the same vehicle used for the group tour assigned to the *insured person*.

The policy shall cover for multiple "insurance period" during the *period of insurance*.

#### **Insured Person**

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

#### **Loss of Hearing**

*permanent* irrecoverable loss of hearing where:

If a dB = Hearing loss at 500 Hertz

If b dB = Hearing loss at 1,000 Hertz

If c dB = Hearing loss at 2,000 Hertz

If d dB = Hearing loss at 4,000 Hertz

$1/6 (a+2b+2c+d)$  is above 80dB.

#### **Loss of Sight**

the entire and *permanent* irrecoverable loss of sight.

#### **Loss of Speech**

the disability in articulating any three of the four sounds which contribute to the speech such as the labial sounds, the alveololabial sounds, the palatal sounds and the velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in aphasia.

#### **Loss of Use**

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

#### **Maximum Benefits**

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

#### **Medically Necessary Expenses**

expenses incurred from the first day of sustaining an *injury* during the *insurance period* which are paid by the *insured person* to a legally qualified *medical practitioner*, physiotherapist, nurse, *hospital* and/or ambulance service for medical, surgical, X-ray, *hospital* or nursing treatment including the cost of medical supplies and ambulance. All treatments must be prescribed or referred by a *medical practitioner* in order for expenses to be reimbursed under this policy. In the event an *insured person* becomes entitled to a refund of all or part of such expenses from any other source, we will only be liable for the excess of the amount recoverable from such other sources.

**Medical Practitioner**

a person other than the *insured person* or *immediate family member*, qualified by degree in western medicine and legally authorized in the geographical area of his/her practice to render medical and surgical services.

**Pandemic**

- any situation when a contagious disease is spreading to several countries globally and affects an exceptionally high proportion of the population in each of these countries, and is publicly announced and documented by a recognized governmental health authority; or
- a disease classified by the World Health Organization as pandemic.

**Period of Insurance**

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

**Permanent**

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

**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.

**Pre-existing Condition**

the *insured person* or *travel companion* 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 *effective date*.

**Relevant Documents**

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

**Schedule**

the schedule attached to and incorporated in this policy.

**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. However, any event arising from *war*, invasion, act of foreign enemy, hostilities (whether *war* is declared or not), civil war, rebellion, insurrection, military force or coup, or any act with the use of nuclear engineering shall be excluded from this definition.

**Third Degree Burns**

the damage or destruction of the skin to its full depth and damage to the tissues beneath.

**Total Disablement**

when as the result of *injury* and commencing within twelve 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.

**Travel Agency**

Any licensed travel agency registered under the Travel Industry Authority of Hong Kong.

**War**

A contest by force between two or more 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 peaceful relations and (ii) a general contention by force, both authorized by the respective sovereigns of such nations.

**We, Us or Our**

Zurich Insurance Company Ltd

**PART 2 – BENEFITS****Table of benefits**

Section	Coverage	Maximum benefits per insured person (HKD)
<b>1.</b>	<b>Medical Cover</b>	
(a)	Accidental medical expenses	50,000 per <i>accident</i>
(b)	Accidental daily hospital cash (HKD 300 per day)	Maximum 3,000 per <i>period of insurance</i>
(c)	Income protection ( <i>Accident</i> only) (HKD 200 per day)	Maximum 2,000 per <i>period of insurance</i>
<b>2.</b>	<b>Personal Accident</b>	
(a)	Accident on <i>public common carrier</i> or during robbery	300,000
(b)	Other <i>accidents</i>	200,000
(c)	Burns cover	100,000
<b>3.</b>	<b>Compassionate Death Cash</b>	10,000

**Section 1 – Medical Cover****(a) Accidental medical expenses**

In the event that the *insured person* sustains *injury* as a result of an *accident* during the *insurance period*, we shall reimburse the *insured person* the actual and reasonable *medically necessary expenses* incurred and paid by the *insured person* within three months from the date of *accident* to the *insured person*.

In no event shall the total amount payable under this Section 1(a) – *Accidental Medical Expenses* exceed 100% of the *maximum benefits* as stated in the *table of benefits* per *accident*.

**(b) Accidental daily hospital cash**

In the event that the *insured person* who is confined in a *hospital* in *Hong Kong* and such *confinement* is caused by an *accident* during the *insurance period*, we will pay the benefit of *Accidental Daily Hospital Cash* in accordance with the daily limit as stated in the *table of benefits* up to the *maximum benefits* per *period of insurance*.

**(c) Income protection (Accident only)**

If an *insured person* suffers from *injury* during the *insurance period* and is certified by a *medical practitioner* that he/she is incapacitated by such *injury* from performing any duty of a tourist guide, we will indemnify the *insured person* HKD 200 per day, up to the *maximum benefits* as stated in the *table of benefits* per *period of insurance*.

All claims must be substantiated by sick leave certificate issued by any *hospital* under the Hospital Authority in *Hong Kong* with the number of

days of sick leave required the diagnosis.

**Exclusions applicable to Section 1**

This section does not cover:

1. non-essential medical treatment or any medical treatment that is not recommended by a *medical practitioner*;
2. dental work or treatment, unless procedures necessitated by damage to sound and natural teeth as a result of an *injury* or *accident* occurring during the *insurance period*. Benefit is payable purely for emergency condition and to alleviate the pain and in a legally registered dental clinic or *hospital* but in all circumstances shall not cover any restorative or remedial work, the use of any precious metals, orthodontic treatment of any kind, replacement of natural teeth, denture and prosthetic services such as bridges and crowns, their replacement and related expenses;
3. cosmetic surgery, refractive errors of eyes or hearing-aids, and prescriptions therefor except necessitated by *injury* occurring during the *insurance period*;
4. surgery or medical treatment which is not substantiated by a written report from a *medical practitioner*;
5. any additional cost of single or private room or semi-private room accommodation at a *hospital* (unless written document issued by *hospital* which has proven that ward room was fully occupied and has to be hospitalized in a semi-private room accommodation); or charges in respect of special or private nursing; non-medical personal services such as radio, telephone and the like;
6. procurement or use of special braces (unless the use of special braces is resulting from *accident* only and it is recommended by *medical practitioner*), appliances or equipment.

**Section 2 – Personal Accident**

In the event of an *accident* described under Section 2(a) or 2(b) as below which causes *injury* to the *insured person*, and such *injury* results in any one (1) of the following Events listed in the Compensation Table hereunder within twelve consecutive months after the date of the *accident*, we will pay compensation in accordance with the percentage stated in the Compensation Table, up to the *maximum benefits* as stated in the *table of benefits*.

**(a) Accident on public common carrier or during robbery**

During the *insurance period* the *insured person* suffers from *injury* while:

- (i) riding solely as a passenger (not as operator, pilot, or crew member) in or on, boarding or alighting from any *public common carrier*; or
- (ii) being an innocent victim in a robbery or attempted robbery including escape of the perpetrators therefrom.

**(b) Other accidents**

The *insured person* suffers from *injury* resulting from *accident* other than the *accident* referred in Section 2(a) - *Accident on public common carrier* or during robbery above, during the *insurance period*.

Compensation table		
Events		Percentage of maximum benefits
Accidental death and disablement		
1.	Death	100%
2.	Permanent total disablement	100%
3.	Permanent and incurable paralysis of all limbs	100%
4.	Permanent total loss of sight of both eyes	100%
5.	Permanent total loss of sight of one eye	100%
6.	Loss of or the permanent total loss of use of two limbs	100%
7.	Loss of or the permanent total loss of use of one limb	100%
8.	Loss of speech and hearing	100%
9.	Permanent and incurable insanity	100%
10.	Permanent total loss of hearing in	
	(a) both ears	75%
	(b) one ear	15%
11.	Loss of speech	50%
12.	Permanent total loss of the lens of one eye	50%
13.	Loss of or the permanent total loss of use of four fingers and thumb of	
	(a) right hand	70%
	(b) left hand	50%
14.	Loss of or the permanent total loss of use of four fingers of	
	(a) right hand	40%
	(b) left hand	30%
15.	Loss of or the permanent total loss of use of one thumb	
	(a) both right joints	30%
	(b) one right joint	15%
	(c) both left joints	20%
	(d) one left joint	10%
16.	Loss of or the permanent total loss of use of fingers	
	(a) three right joints	15%
	(b) two right joints	10%
	(c) one right joint	7.5%
	(d) three left joints	10%
	(e) two left joints	7.5%
	(f) one left joint	5%
17.	Loss of or the permanent total loss of use of toes	
	(a) all toes - one foot	20%
	(b) great toe- both joints	7.5%
	(c) great toe – one joint	5%
18.	Permanent disability not otherwise provided for under Events 10 to 17 inclusive, such Percentage of Maximum Benefits as we shall in our absolute discretion determine and being in our opinion not inconsistent with the Compensation provided under Events 10 to 17 inclusive.	

- (i) Benefit shall not be payable for more than one of the Events listed above in respect of the same *accident*. Should more than one of the Events occur as a result of the same *accident*, only the Event with the highest compensation will be payable under this section.
- (ii) Upon the occurrence of any compensation for which indemnity is payable under any one of the above Events to any one *insured person* in the policy, all benefits under the policy shall then immediately cease to be in force with regard to such *insured person*, but such termination shall be without prejudice to any claim originating out of the *accident* causing such loss.
- (iii) For any disablement in relation to Events 2-17 existed prior to an *injury* covered under this policy and becomes totally disabled or a *total disablement* as a result of such *injury*, the Percentage of *maximum benefits* 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 any disablement which was totally disabled

prior to the *injury*.

- (iv) If an *insured person* is left-handed, the Percentage of *maximum benefits* for Events 13-16 for the various disabilities of right hand and left hand will be transposed.

**(c) Burns cover**

In the event that the *insured person* suffers from *third degree burns* as a result of an *accident* during the *insurance period*, we will pay in accordance with the percentage stated in the *Third Degree Burns Table* hereunder up to the *maximum benefits* as stated in the *table of benefits*, but only to the extent and provided that such *third degree burns* results in the specified damage to any one of the following specified Area within 12 consecutive months after the date of the *accident*.

Third degree burns table		Percentage of maximum benefits
Area	Damage as a percentage of total surface area	
Head	(a) Equal to or greater than 12% damage of total head surface area	100%
	(b) Equal to or greater than 8% but less than 12% damage of total head surface area	75%
	(c) Equal to or greater than 5% but less than 8% damage of total head surface area	50%
	(d) Equal to or greater than 2% but less than 5% damage of total head surface area	25%
Body (Exclude Head)	(a) Equal to or greater than 20% damage of total body surface area	100%
	(b) Equal to or greater than 15% but less than 20% damage of total body surface area	75%
	(c) Equal to or greater than 10% but less than 15% damage of total body surface area	50%

- (i) Benefit shall not be payable for more than one of the Area listed above in respect of the same *accident*. If *injury* occurs to more than one of the Area as a result of the same *accident*, only the Area with the highest compensation will be payable under this section.
- (ii) For any *third degree burns* resulting in damage to an Area listed in the *Third degree burns table* above and existed prior to an *injury* covered under this policy, and which the same Area is damaged again due to *third degree burns* caused by such *injury*, the Percentage of *maximum benefits* payable shall be determined by us having regard to the extent of damage on the Area caused by the covered *injury*. In no event shall we pay for any damage on the Area sustained prior to the *injury*.

**Maximum Liability for Personal Accident**

Where any individual life is insured under multiple policies or certificates of insurance which include *accidental* death and *permanent* disablement covers as defined in each policy or certificate of insurance 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 HKD 5,000,000 in aggregate and each policy or certificate of insurance shall bear a proportionate share of the total loss.

**Exclusion applicable to Section 2**

This section does not cover any loss caused by an *injury* which is a consequence of any kind of disease and/or *illness*.

**Section 3 – Compassionate Death Cash**

In the event that the *insured person* dies (naturally or due to *accident*) during the *insurance period*, we will pay the Compassionate Death Cash as stated in the table of benefits to the estate of the *insured person*.

**PART 3 – GENERAL EXCLUSIONS**

This policy does not cover any loss or liability directly or indirectly arising as a result of or in connection with:

- any *pre-existing condition*, congenital and hereditary condition;
- any illegal or unlawful act by the *insured person* or the *insured person's* direct participation in strike, riot or civil commotion or *terrorism*; confiscation, detention, destruction by customs or other authorities;
- riding or driving in any kind of motor racing, competition, or engaging in a sport in a professional capacity or where the *insured person* would or could earn income or remuneration from engaging in such sport;
- suicide or intentional self-inflicted injury;
- insanity, mental or nervous disorders, any condition under the influence of alcohol or drugs (other than those prescribed by a *medical practitioner*), alcoholism; drug addiction or solvent abuse;
- any condition resulting from pregnancy, childbirth or miscarriage, abortion, pre-natal care as well as post-natal care and other complications arising therefrom, venereal disease;
- any home leave while the *insured person* is confined to a hospital as an in-patient;
- any activity or involvement of the *insured person* in the air unless such *insured person* is at the relevant time (i) travelling as a fare paying passenger on a regular scheduled flight or licensed chartered aircraft, or (ii) participating in such activity where the maneuver or navigation of such activity is responsible by another person who is adequately licensed for guiding such activity and the provider of such activity must be authorized by the relevant local authority;
- engaging in any kind of labour work (except when carrying duties as a tourist guide); engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography; handling of explosives, performing as an actor/actress, being a site worker, fisherman, cook or kitchen worker; naval, military or air force service or operations or armed force services;
- any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV-related illness including AIDS and/or any mutant derivative or variations thereof however caused or however named;
- any event arising from *war*, invasion, act of foreign enemy, hostilities (whether *war* is declared or not), civil war, rebellion, insurrection, military force or coup;
- trekking at an altitude greater than 5,000 meters above sea level or diving to a depth greater than 40 meters below sea level;
- any expenses, consequential loss, legal liability or loss of or damage 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;
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
- any loss resulting directly or indirectly from *pandemic* existing before the *insurance period*.

**PART 4 – GENERAL PROVISIONS**

**1. Entire contract**

This policy including all *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 amendment.

**2. Age limit**

Unless we agree otherwise in writing, the *insured person* must be aged 18 to 75 years on the commencement date of this policy.

**3. Notice of claims**

Written notice of claim must be given to *us* by the *insured person* within 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 evidence required by *us* shall be furnished at the expenses of the *insured person's* or their personal representative and shall be in such form and of such nature as *we* may prescribe. If the *insured person* does not comply with this condition, *we* shall have the sole discretion to decide not to pay any benefits under this policy.

**4. Proof of loss**

Written proof of loss must be furnished to *us* within 30 days from the date of issuance of *our* receipt of the claim form provided to *us*. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than 180 days from the time when 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 at the expense of the claimant without any expense to *us*.

**5. Claims admittance**

In no case shall *we* be liable in respect of any claim after the expiry of 12 months from the occurrence of the incident giving rise to a claim under the policy unless the claim has been admitted or is the subject of a pending legal action or arbitration.

**6. 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 to have a post-mortem examination at *our* expense. The result of such examination shall be *our* property.

**7. Payment of claims**

*We* will pay all benefits to the *insured person* for their respective rights and interests. 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*. All indemnities provided in this policy will be paid immediately after the receipt of due proof upon *our* approval.

**8. Liability claims**

The *insured person* must not admit, deny, or settle a claim without *our* consent.

**9. Misrepresentation or non-disclosure**

If the *insured person*, or anyone acting on behalf of the *insured person* makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to disclose *pre-existing conditions* or fail to act in utmost good faith, *we* will not be liable for any claim and all covers and benefits under this policy shall cease immediately. *We* will not be liable to refund any premium paid. If any benefit has been paid by *us*, the *insured person* shall refund such benefit to *us* within seven working days from the date of *our* notice of demand.

**10. Misstatement of age**

If the *insured person's* age has been misstated, the premium difference would be returned or charged according to the correct age. In the event that the *insured person's* age has been misstated 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, then *our* liability shall be limited to the refund of premium paid for this policy, and *we* will be entitled to void or terminate this policy totally.

**11. Clerical error**

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

**12. Legal action**

No legal action shall be brought to recover on this policy prior to the expiration of 60 days after written 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 year from the expiration of the time within which proof of claims is required.

**13. 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.

**14. Alternative dispute resolution**

In the event of a dispute arising out of the 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 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 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 the policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if *we* deny or reject liability for any claim under the policy and the *insured person* does not commence arbitration in the aforesaid manner within twelve 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 the policy.

**15. Right of third parties**

Other than the insured/policyholder or the *insured persons* 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.

**16. Compliance with policy provisions**

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

**17. 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 the *insured person* from time to time and available at this website <https://www.zurich.com.hk/en/services/privacy>

The *insured person* shall, and shall procure all other *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* warrant 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.



## 18. Governing law and jurisdiction

The 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.

## 19. Premium charge

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. No refund of premium is allowed once the policy has been issued and the policy cannot be renewed once it has expired.

## 20. Sanctions

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

Through our "eClaim" online platform, *you* can submit a claim easily and conveniently.

Simply scan the QR code to browse [www.zurich.com.hk/eclaim/en](http://www.zurich.com.hk/eclaim/en) and submit claims, the processing time can be shortened up to two working days comparing to submission by post/email.



Alternatively, *you* can submit the completed claim form with supporting documents by post/email.

- Email: [claims@hk.zurich.com](mailto:claims@hk.zurich.com)
- Post: Zurich Insurance Company Ltd, Claims Department, 26/F, One Island East, 18 Westlands Road, Island East, Hong Kong

Please note that if *you* need to make a claim, please report *your* claim to *us* within 30 days upon *your* loss.

For enquiries, please call our Claims Hotline at +852 2903 9388 or email to [claims@hk.zurich.com](mailto:claims@hk.zurich.com).

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.

## 導遊個人意外保險單

當「本公司」收妥保費後，即依據本保險單或批註內的定義、不承保事項、限制、條款和條件，同意承保名字列於「附表」內之「受保人」及對有關「受保旅程」之損失作出賠償。

### 第一部份 – 詞彙的定義

本保險單內某些詞彙具有指定含意，釋義已分別列明於下。為方便識別有關詞彙，特將此等詞彙全部加上引號。

#### 「意外」

在「保障期」中，任何不可預見或預料並導致「受保人」蒙受「損傷」之突發事件。

#### 「住院」

因損傷或疾病而須遵照「醫生」囑咐入住「醫院」接受治療並在出院前一直逗留於「醫院」內。「受保人」須出示「醫院」發出的每日病房及膳食費用單據，以作證明。

#### 「生效日期」

是指(i)「本公司」接受本保險單的申請日期或(ii)由有關「旅行社」指派「受保人」負責該團體旅遊之日期，以較遲者為準。

#### 「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：

- 持牌醫院（如所在國家或司法管轄區規定領有牌照）；及
- 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；及
- 駐有註冊護士或合格護士每天24小時提供看護服務；及
- 一名或以上持牌「醫生」時刻駐院；及
- 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
- 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。

#### 「損傷」

純粹因「意外」而非任何其他事故下所蒙受之身體損傷。

#### 「保障期」

以導遊身份負責之團體旅遊中，是指「受保人」於旅程出發日到達「旅行社」指定之「香港」集合地點開始其團體旅程，直至「受保人」完成該團體旅遊後到達指定之「香港」解散地點為止。

如「旅行社」提供交通工具予「受保人」到達及離開指定之「香港」集合地點，其保障期則始於由「受保人」乘坐該交通工具到達集合地點目的為開始其團體旅遊，及直至該團體旅遊完結後，「受保人」乘坐該交通工具到達其居住或「旅行社」辦事處之地點下車為止。為避免爭議，此處所指的交通工具是指接載「受保人」以導遊身份負責之團體旅遊的同一車輛。

本保單於「保險期」可保障多次「保障期」。

#### 「受保人」

「附表」或批註內註明為受保人之人士。

#### 「失聰」

「永久」及無法恢復之聽力，如：

- a - 分貝 = 500赫茲失聰
- b - 分貝 = 1,000赫茲失聰
- c - 分貝 = 2,000赫茲失聰
- d - 分貝 = 4,000赫茲失聰

即 $1/6 (a + 2b + 2c + d)$ 高於80分貝。

#### 「失明」

視力完全喪失及「永久」無法復原。

#### 「喪失說話能力」

無法發出說話所需的四種語音中的三種，例如唇音、齒齶音、顎音及軟顎音，或聲帶完全喪失功能，或大腦控制說話的中樞受損，導致語言失能症。

#### 「殘廢」

「永久」完全喪失功能，或完全及「永久」失去肢體或器官。

#### 「最高賠償額」

列於本保單的「保障表」內每項受保保障的賠償額。

### 「醫療必需費用」

是指「受保人」於「保障期」中由第一日遭遇「損傷」起計所須支付予「醫生」、物理治療師、護士、「醫院」及/或救傷車服務的費用，包括醫藥、手術、X光檢查、「醫院」或護理治療包括醫療用品及租用救傷車的費用。本保險單僅負責賠償經「醫生」所處方或治療的費用。倘「受保人」可從其他來源取回全部或部份費用，「本公司」則根據保險單條款負責賠償剩餘的費用。

### 「醫生」

擁有西方醫藥學位及已獲准在其執業的地區合法提供醫療及外科服務的人士，惟「受保人」或「直系親屬」除外。

### 「大流行病」

- 當一種具有傳播性的疾病於全球數個國家內盛行及在有關當地人口中廣泛傳播，引致此等國家的感染人口比例異常地高，及有關資料由政府認可的醫療衛生部門或機構公開發佈及記錄，任何此情況均視為大流行病；或
- 被世界衛生組織宣佈為大流行病的疾病。

### 「保險期」

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

### 「永久」

「意外」事故發生之日起計，損害情況持續至少12個月，並於此段時間終結時沒有好轉之跡象。

### 「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，以較遲者為準。

### 「投保前已存在的傷疾」

指「受保人」或「同行人士」於「生效日期」前已曾接受「醫生」之治療、診症或傷疾處方服藥，又或「醫生」曾作出醫療建議或治療的任何狀況。

### 「有關文件」

包括「附表」、申請表、聲明、附加保障、批單、附件及修訂本（不論以口述或書面形式）。

### 「附表」

隨附本保險單名為“Schedule”並構成保單一部份之附表。

### 「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。惟本定義並不包括「戰爭」、侵略、外敵行動、敵對局面（不論曾正式宣戰與否）、內戰、叛亂、暴動、軍事力量或政變，或任何使用核子技術的行為。

### 「三級燒傷」

皮膚所有皮層及皮下組織被燒毀。

### 「完全傷殘」

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

### 「旅行社」

任何於香港旅遊業監管局註冊之持牌旅行社。

### 「戰爭」

兩國或多國因任何目的交戰，或主權國家之間的武裝衝突，又或正式宣戰或未正式宣戰的公開軍事衝突，又或國與國之間經主權國正式授權而：(i) 終止和平關係及(ii)陷入武裝敵對的局面。

### 「本公司」

蘇黎世保險有限公司。

## 第二部份 – 保障

### 「保障表」

節數	保障範圍	每名「受保人」之「最高賠償額」(港元)
1.	<b>醫療保障</b>	
(a)	「意外」醫療費用	每次「意外」50,000
(b)	「意外」「醫院」現金津貼(每日300港元)	每「保險期」最高3,000
(c)	入息保障(只限「意外」)(每日200港元)	每「保險期」最高2,000
2.	<b>個人「意外」</b>	
(a)	乘坐「公共交通工具」或遇劫時發生之「意外」	300,000
(b)	其他「意外」	200,000
(c)	燒傷保障	100,000
3.	<b>身故恩恤金</b>	10,000

### 第一節 – 醫療保障

#### (a) 「意外」醫療費用

如「受保人」於「保障期」內因「意外」而蒙受「損傷」，「本公司」將賠償「受保人」於「意外」發生後三個月內引致及由「受保人」支付之實際及合理「醫療必需費用」。



在任何情況下，第一節(a) – 「意外」醫療費用的合共總賠償額不可超過「保障表」所載每次「意外」之「最高賠償額」的100%。

**(b) 「意外」「醫院」現金津貼**

如「受保人」於「保障期」內在遭遇「意外」並須於「香港」「醫院」「住院」，「本公司」將支付「意外」「醫院」現金津貼，惟賠償不可超過「保障表」所載之每日限額及每「保險期」之「最高賠償額」。

**(c) 入息保障（只限「意外」）**

如「受保人」在「保障期」中蒙受「損傷」，並由「醫生」證明該「損傷」導致「受保人」喪失履行導遊職務的能力，「本公司」將會向「受保人」支付每日200港元賠償，最高至「保障表」所載每「保險期」的「最高賠償額」為上限。

所有索償均需要由「香港」醫院管理局轄下「醫院」發出之病假紙，證明有關症狀及病假日數。

**第一節的不承保事項**

本節並不承保：

1. 任何非必要的醫療治療或任何並非由「醫生」推薦的醫療治療；
2. 任何性質之牙科療程或治療，惟因天然牙齒在「受保旅程」內因「意外」受損而需要治療則除外；保障只適用於緊急情況並用以減輕痛楚及必須在合法之牙科診所或「醫院」內進行治療，惟在任何情況下均不保障修復或補救程序、任何貴金屬的應用、矯齒治療、補牙、假牙及假體服務（例如齒橋及假齒冠及其修補及相關費用）；
3. 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，除非於「保障期」中因「損傷」導致之必需診治費用；
4. 任何未能提供「醫生」的醫療報告佐證的手術或治療；
5. 任何「醫院」內獨立或私人房間或半私人房間住宿（除非「受保人」可提供「醫院」發出之書面文件以證明「醫院」內之大房已完全被佔用繼而需要入住半私人房間住宿）；或特別或私家看護的額外費用；非醫療用的個人服務，包括收音機、電話及類同的物品；或
6. 採購或採用特別支架（除非該特別支架的用途是由「意外」引致並由「醫生」建議使用）、儀器或裝置的額外費用。

**第二節 – 個人「意外」**

如「受保人」因遭遇以下第二節(a)或(b)項列明之「意外」事故而蒙受「損傷」，而該「損傷」於「意外」發生後連續12個月內引致以下賠償表內任何之保障項目，「本公司」將根據賠償表所載該項目的百分比作出賠償，最高至「保障表」所載之「最高賠償額」為上限。

**(a) 乘坐「公共交通工具」或遇劫時發生之「意外」**

如「受保人」在「保障期」中因以下情況蒙受「損傷」：

- (i) 以乘客身份（並非操作員、機師或機員）乘坐、登上或離開任何「公共交通工具」時；或
- (ii) 於遇劫或被企圖行劫事故中，包括於逃離有關事故時，成為無辜受害者。

**(b) 其他「意外」**

如「受保人」在「保障期」中因「意外」而蒙受「損傷」，但並非因以上第二節(a)所述乘坐「公共交通工具」或遇劫時發生之「意外」導致之「損傷」。

賠償表		
保障項目		
「意外」死亡及傷殘		「最高賠償額」百分比
1.	死亡	100%
2.	「永久」「完全傷殘」	100%
3.	「永久」及無法痊癒之四肢癱瘓	100%
4.	雙眼「永久」完全「失明」	100%
5.	單眼「永久」完全「失明」	100%
6.	喪失任何兩肢或任何兩肢「永久」完全「殘廢」	100%
7.	喪失任何單肢或任何單肢「永久」完全「殘廢」	100%
8.	「喪失說話能力」及「失聰」	100%
9.	「永久」及無法痊癒之精神錯亂	100%
10.	「永久」完全「失聰」：	
	(a) 雙耳	75%
	(b) 單耳	15%
11.	「喪失說話能力」	50%
12.	「永久」完全喪失一眼晶狀體	50%
13.	喪失四隻手指及姆指或「永久」完全「殘廢」	
	(a) 右手	70%
	(b) 左手	50%
14.	喪失四隻手指或「永久」完全「殘廢」	
	(a) 右手	40%
	(b) 左手	30%

15.	喪失一隻姆指或「永久」完全「殘廢」 (a) 兩個右關節 (b) 一個右關節 (c) 兩個左關節 (d) 一個左關節	30% 15% 20% 10%
16.	喪失手指或「永久」完全「殘廢」 (a) 三個右關節 (b) 兩個右關節 (c) 一個右關節 (d) 三個左關節 (e) 兩個左關節 (f) 一個左關節	15% 10% 7.5% 10% 7.5% 5%
17.	喪失腳趾或「永久」完全「殘廢」 (a) 所有腳趾 - 一隻腳 (b) 腳姆趾 - 兩個關節 (c) 腳姆趾 - 一個關節	20% 7.5% 5%
18.	倘完全傷殘狀況並未包括於上述保障項目10至17內，「本公司」有絕對決定權以符合上述傷殘程度之比例釐定應予賠償之「最高賠償額」百分比，但不會與以上第10至17項之百分比不一致。	

- (i) 在同一宗「意外」事件中只會獲賠償以上保障項目的其中一項。假如在同一宗「意外」事件中遭受多於一項保障項目，則只按其在本節中可獲最高賠償額的一項賠償。
- (ii) 任何於保單內之「受保人」就上述任何一項保障項目獲得賠償後，該「受保人」於保單內之所有保障即時終止，但不會影響因該「意外」所導致的索償事宜。
- (iii) 如「受保人」蒙受「損傷」前已有任何與以上2-17保障項目所述的殘缺，而在保單所承保之「損傷」後導致完全殘缺或「完全傷殘」，「本公司」會就該「損傷」所引致的殘缺部份決定「最高賠償額」之百分比作為賠償。而於「損傷」前已出現的任何完全殘缺，則不會獲得任何賠償。
- (iv) 如「受保人」慣用左手，則賠償表內13至16項的各右手及左手傷殘賠償額的百分比將互相對調。

### (c) 燒傷保障

如「受保人」在「保障期」中因「意外」而蒙受「三級燒傷」，而該「三級燒傷」於「意外」發生當日起計連續12個月內導致以下賠償表內其中一項，「本公司」將根據賠償表所載的「最高賠償額」百分比作出賠償，但以「保障表」所載之「最高賠償額」為上限。

「三級燒傷」賠償表		「最高賠償額」百分比
部位	燒傷部位佔表面總面積的百分比	
頭部	(a) 燒傷佔頭部表面總面積達12%或以上	100%
	(b) 燒傷佔頭部表面總面積達8%或以上，但不足12%	75%
	(c) 燒傷佔頭部表面總面積達5%或以上，但不足8%	50%
	(d) 燒傷佔頭部表面總面積達2%或以上，但不足5%	25%
身體 (不包括頭部)	(a) 燒傷佔身體表面總面積達20%或以上	100%
	(b) 燒傷佔身體表面總面積達15%或以上，但不足20%	75%
	(c) 燒傷佔身體表面總面積達10%或以上，但不足15%	50%

- (i) 同一宗「意外」事件中只會獲賠償以上保障部位的其中一處燒傷部位。假如在同一宗「意外」事件中多於一處部位蒙受「損傷」，則只按其在本節中可獲最高賠償之部位賠償。
- (ii) 任何於以上賠償表列明之部位曾經因「三級燒傷」受損，而該部位在保單所承保之「損傷」後再次被「三級燒傷」，「本公司」會就該「損傷」所引致的受損部位決定「最高賠償額」百分比作出賠償。在任何情況下，「本公司」不會就「損傷」前曾受損之部位作出賠償。

### 個人「意外」之最高賠償責任

如任何個別人士同時受保於多張由「本公司」及/或其有關公司所簽發之保單或保險證書而每張均包括其個別定義之「意外」死亡及「永久」傷殘保障，該名人士於所有有關之保單或保險證書的「意外」死亡及「永久」傷殘保障合共總賠償額不可超過5,000,000港元，而每份保單或保險證書的賠償將根據總賠償額按比例分配。

### 第二節的不承保事項

本節並不承保一切由病毒及/或「疾病」引致的「損傷」。

### 第三節 - 身故恩恤金

如「受保人」在「保障期」中死亡（「意外」死亡或自然死亡），「本公司」將根據「保障表」所載支付一筆身故恩恤金予其遺產承辦人。

### 第三部份 – 不承保事項

本保險單將不會承保直接或間接由下列項目所引致的損失或責任：

1. 任何「投保前已存在的傷疾」、先天及遺傳性疾病；
2. 「受保人」任何違法或非法行為或「受保人」直接參與罷工、騷亂、暴亂或「恐怖活動」；受到海關或其他機關充公、扣留、毀滅的財物；
3. 以乘客或司機身份參與任何形式的賽車、比賽，又或參加職業體育活動或「受保人」可能或可以賺取收入或報酬的體育活動；
4. 自殺或蓄意自我傷害；
5. 神經錯亂、心智或精神不正常；受到酒精或藥物影響下的任何情況（除非由「醫生」處方）；酗酒；濫用藥物或其他溶劑；
6. 任何因妊娠、分娩或流產引致的狀況、墮胎，以及產前、產後護理及其他有關併發症、性病；
7. 「受保人」以病人身份在「醫院」「住院」期間離院返家；
8. 「受保人」進行或涉及任何空中活動，除非當時「受保人」(i)是以付費乘客身份在持牌航空公司航機或包機上，或(ii)所參與之活動是由另一位已持牌帶領有關活動的人士負責操縱或航行而提供活動的舉辦者亦已獲當地有關當局授權；
9. 從事任何體力勞動性工作（以導遊身份執行職務時取外）、從事離岸活動如商業潛水、油田鑽探、採礦或空中攝影、處理爆炸品、演員、地盤工人、漁夫、廚師或廚房工人、從事或參與海陸空服務或行動或持械工作；
10. 由於HIV（人類免疫力缺乏症病毒）及/或愛滋病與HIV有關的任何疾病及/或不論如何引起或不論如何定名的有關疾病，其任何突變體衍化物或變種造成的任何損傷、疾病、死亡、損失、費用或其他責任；
11. 「戰爭」、侵略、外敵行動、敵對局面（不論曾正式宣戰與否）、內戰、叛亂、暴動、軍事力量或政變所引起的任何事件；
12. 在海拔5,000米以上進行高山遠足，或在40米水深以下潛水；
13. 直接或間接由下列原因造成的任何費用、間接損失、法律責任或任何損失或損毀：
  - 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；
  - 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。
14. 任何於「保障期」前已出現的「大流行病」而直接或間接所引起的損失。

### 第四部份 – 基本條款

#### 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。

#### 2. 年齡限制

除「本公司」另予書面同意外，在本保險單生效日，「受保人」的年齡必須為18至75歲。

#### 3. 索償通知

如要申請索償，「受保人」必須於引致損失的事件發生後30日內以書面通知「本公司」。倘因「意外」死亡之索償，「受保人」之合法代表必須立即通知「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「受保人」或「受保人」之個人代表負責。如「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。

#### 4. 損失證明

所有損失證明文件需於「本公司」收到賠償申報表後30日內呈交給「本公司」。倘有合理的緣由不能於此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，且從需要該有關證明文件起計不超過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，所有費用需由索償者負責，「本公司」概不會負責任何費用。

#### 5. 索償時限

除索償已被「本公司」接納或為有待進行之未審結訴訟或仲裁外，於任何情況下，「本公司」概不會就「受保人」引致損失的事件發生後滿12個月方提出之有關索償支付賠償。

#### 6. 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。

#### 7. 支付索償

「本公司」將按照「受保人」各自之權利及權益向彼等支付賠償。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」之遺產承繼人。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合理賠償。

#### 8. 責任索償

「受保人」未經「本公司」同意，不可承認、否認或解決任何索償。

#### 9. 虛報或漏報資料

若「受保人」或任何代表「受保人」之人士在投保表格及聲明或就任何索償知情地作出任何虛假陳述、或未如實地申報任何「投保前已存在之傷疾」或未能遵行最高誠信，「本公司」概不就任何索償進行理賠責任，本保單規定之所有保障亦即時停止生效。「本公司」亦不會就已付保費作出任何退款。如「本公司」已支付本任何保障，「受保人」必須於收到「本公司」發出之還款通知書後七日內退還有關之保障賠償予「本公司」。

#### 10. 年齡錯誤陳述

如「受保人」年齡被錯誤陳述，「本公司」會按正確年齡應付之保費而退回或收取保費的差額。倘「受保人」投保時的正確年齡未符合本保單的要求或已超出限制，「本公司」只會退回保費而不負責任何承保責任，「本公司」亦有權完全取消此保單。

#### 11. 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。

#### 12. 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，「受保人」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。

#### 13. 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。

#### 14. 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」之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。

#### 15. 第三者權利

除保單持有人或「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。

#### 16. 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。

#### 17. 個人資料收集目的

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

「受保人」會，及會促使保單內其他「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「受保人」向「本公司」提供任何第三者資料，「受保人」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。

#### 18. 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。

#### 19. 保費

本保單為年度保單。保單成效受制於「受保人」繳付同年度之全年所有保費。保險單一經簽發，恕不退還任何保費，而保險單亦不能續保。

#### 20. 制裁

若本保單提供的保險、款項、服務、保障及/或「閣下」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

透過我們的「e索償」網上平台以方便快捷的方式申請索償，只需掃描二維碼瀏覽 <http://www.zurich.com.hk/eclaim> 遞交申請，相比以電郵或郵寄方法申請，可節省多達兩個工作天的處理時間。



你亦可以填妥索償申請表，連同有關證明文件電郵 / 郵寄至本公司賠償部。

- 電郵：[claims@hk.zurich.com](mailto:claims@hk.zurich.com)
- 地址：香港港島東華蘭路18號港島東中心26樓蘇黎世保險有限公司賠償部

請注意，如您需要就意外申請索償，請於事故發生後 30 日內遞交申請。

如有任何查詢，請致電我們的賠償熱線+852 2903 9388 或電郵至 [claims@hk.zurich.com](mailto:claims@hk.zurich.com)。

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。