

AMERICAN EXPRESS HOME PLUS INSURANCE PLAN 美國運通優越家居保險計劃

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If any of the details in the policy is incorrect, or if you require further information, please do not hesitate to call American Express Insurance Customer Services Hotline<sup>\*</sup> at (852) 2903 9445.

\*Service hours: Monday to Friday, 9:00 a.m. to 530 p.m., Saturday, 9:00 a.m. to 1:00 p.m. (except public holidays)

### Your questions answered

### What is American Express Home Plus Insurance Plan?

The plan offers you and your family members with multiple protections on your precious belongings and gives you extra peace of mind. Some of the superior features are as follows:

- HK\$ 10,000,000 coverage to protect you and your family against legal liabilities with respect to accidental bodily injury to another person or accidental damage to another person's property.
- Our liability protection extends far beyond your home and your capacity as homeowner or occupier. We also cover your legal liability arising from your pets and your domestic helper, and even your personal liabilities worldwide.
- Offering a maximum sum insured for home contents up to HK\$ 1,000,000 under the standard plan. You could increase the protection for home contents to up to HK\$ 3,000,000 under the DIY plan.
- Depending on your personal needs, you have the flexibility to customize the coverage limits of various home contents (such as your valuables and wines) under the DIY plan.
- Unlimited number of claims<sup>1</sup> as long as the annual coverage limit has not been reached.
- There are various free extended benefits catering to your different lifestyles, including:
- Worldwide protection on repair cost of mobile phone, laptop or tablet computers
- Protect against loss incurred by unauthorized use of credit cards due to any loss of personal property
- · Cover loss of money and replacement of personal documents
- $\circ \ {\sf Pet-related} \ {\sf protection} \ {\sf including} \ {\sf pets} \ {\sf alternative} \ {\sf accommodation}$
- Alternative accommodation and Feng Shui consultation allowance if your home is made uninhabitable
- Our 24-hour Emergency Home Assistance Service offers hasslefree cashless arrangement for electrical, plumbing, locksmith assistances and other referral services.
- A variety of value-added optional coverages at your choice, including building, worldwide personal possessions for specified items and personal fine art collection protections.

#### Who is the underwriter of this plan?

This plan is underwritten by Zurich Insurance Company Ltd (a company incorporated in Switzerland with limited liability).

Being part of Zurich Insurance Group, Zurich Insurance (Hong Kong) offers a full range of flexible general insurance and life insurance products for individuals as well as corporate customers, catering to their insurance, protection and investment needs. Our presence in Hong Kong dates back to 1961. We are one of the top five general insurance providers in Hong Kong\*.

Zurich Insurance Group (Zurich) is a leading multi-line insurer that serves its customers in global and local markets. With about 55,000 employees, it provides a wide range of property and casualty, and life insurance products and services in more than 215 countries and territories. Zurich's customers include individuals, small businesses, and mid-sized and large companies, as well as multinational corporations. The Group is headquartered in Zurich, Switzerland, where it was founded in 1872. The holding company, Zurich Insurance Group Ltd (ZURN), is listed on the SIX Swiss Exchange and has a level I American Depositary Receipt (ZURVY) program, which is traded over-the-counter on OTCQX. Further information about Zurich is available at www.zurich.com.

\* Source: Insurance Authority, based on gross premiums, 2018.

### Who do I contact with questions about my policy?

You can call American Express Insurance Customer Services Hotline at (852) 2903 9445

### Summary of cover

Cover: Legal Liability	
Benefits	<ul> <li>We compensate the legal liabilities of you and/or a member of your household that causes accidental bodily injury to another person or accidental damage to another person's property in the following capacities:</li> <li>as owner or occupier for an accident that happens in or at your home;</li> <li>as tenant for any damage to the building you rented or occupied;</li> <li>as owner of pet(s) for an accident occurring anywhere in Hong Kong; and</li> <li>in personal capacity for an accident that happens worldwide.</li> <li>This plan also covers your legal liability arising from an act or omission of your domestic helper during the course of employment.</li> </ul>
Cover: Home Content	S
Benefits	<ul> <li>This plan indemnifies the accidental loss, destruction or damage to your home contents, such as furniture, fixtures, electronic products, collections, wine and valuables, even when you are moving to a new home or during the period of interior decoration.</li> <li>This plan also provides worldwide protection to cover loss incurred by unauthorized use of credit cards, loss of money, replacement of personal documents and repair cost reimbursement for electronic communication products/laptop computers/tablet computers.</li> <li>If you and/or a member of your household sustain injury in a burglary or robbery at your home, we would offer a lump sum payment to compensate your medical expenses due to this unfortunate event.</li> <li>In addition, we offer a list of extended benefits to cover losses due to deterioration of frozen food, outdoor property, and costs incurred by debris removal, alternative accommodation, Feng Shui consultation, etc.</li> </ul>
Remarks	<ul> <li>This plan only indemnifies accidental loss, destruction or damage to your electronic communication product at your home caused by fire, lightning or burglary or attempted burglary which has been reported to the police within twenty-four (24) hours of discovery.</li> <li>Theft of home contents must be followed from a forcible and violent entry to or exit from your home which has been reported to the police within twenty-four (24) hours of discovery.</li> </ul>

### Summary of cover

Cover: Emergency Assistance			
Benefits	• This plan provides you and/or a member of your household with the following 24-hour Emergency Home Assistance Service:		
	<ul> <li>Electrical assistance</li> </ul>		
	<ul> <li>Plumbing assistance</li> </ul>		
	<ul> <li>Locksmith assistance</li> </ul>		
	<ul> <li>Enquiry and referral services:</li> </ul>		
	<ul> <li>Home cleaning service</li> </ul>		
	<ul> <li>House call/dental referral</li> </ul>		
	<ul> <li>Baby-sitting/domestic helper/nursing assistance</li> </ul>		
	Pest control service		
	• You could also enjoy hassle-free cashless arrangement for emergency services under standard hours and		
	standard area. Please refer to Emergency Home Assistance Service section on page 7.		
Remarks	• 24-hour Emergency Home Assistance Service must be rendered by the service provider nominated by Zurich Insurance Company Ltd. The service is only applicable to the first site inspection and repair (not including any material costs) and is subject to service availability.		
	• Standard hours: Technician arrival time: 9 a.m. to 9 p.m., Monday to Sunday except public holidays		
	• Standard area: Hong Kong Island, Kowloon, New Territories (except for remote area) and Tung Chung		
Cover: Worldwide Personal Possessions Protection (For Unspecified Items)			
Benefits	• This benefit indemnifies any accidental loss, destruction or damage to personal belongings belonging to you and/or a member of your household anywhere in the world.		
Remarks	• Worldwide personal possessions for unspecified items do not apply to any claims that fall within the coverage of any effective extended benefit(s) under home contents. Losses in respect of theft or accidental loss/ disappearance must be reported to the local police within twenty-four (24) hours of discovery.		

### Summary of cover

Optional Cover	
Benefits	<ul> <li>1. Building</li> <li>This optional cover indemnifies the costs and expenses which you and/or a member of your household may incur in the repair or replacement of any hidden fixtures and/or structural parts of your home arising out of</li> </ul>
	any accidental loss destruction or damage to your home.
	<ul> <li>Extended benefits to cover debris removal, architects' and surveyors' fees.</li> </ul>
	2. Worldwide Personal Possessions Protection (For Specified Items)
	• This optional cover indemnifies any accidental loss, destruction or damage to personal belongings belonging to you and/or a member of your household anywhere in the world.
	3. Personal Fine Art Collection
	• This optional cover indemnifies any accidental loss, destruction or damage to the named personal fine art collection item(s) belonging to you and/or a member of your household at your home.
Remarks	• Hidden fixtures shall include and be limited to the drains, pipes, cables and wires that are for the sole use of your home.
	• Worldwide personal possessions for specified items and personal fine art collection protections do not apply to any claims that fall within the coverage of any effective extended benefit(s) under home contents. Losses in respect of theft or accidental loss/disappearance must be reported to the local police within twenty-four (24) hours of discovery.

For full terms and conditions and exclusions of this plan, please refer to the policy provision itself which shall prevail in case of inconsistency.

### How to claim?

If you wish to make a claim, please follow the simple steps below:

- 1. Complete the claim form. You may call American Express Insurance Customer Services Hotline at (852) 2903 9445 or visit Zurich's website to obtain the claim form.
- 2. Submit the completed claim form and the related documents to Zurich by mail or email to:
  - Address: Claims Department, Zurich Insurance Company Ltd, 26/F, One Island East, 18 Westlands Road, Island East, Hong Kong
  - Email address: claims@hk.zurich.com
- You will receive an acknowledgment SMS and/or email in two (2) working days.
- The claims assessment will be completed upon receipt of all necessary documents.

### **Customer service**

American Express and Zurich Insurance Company Ltd are dedicated to provide high quality services and strive to maintain this standard at all time. Should you have any enquiries on this plan or our services, please call American Express Insurance Customer Services Hotline at (852) 2903 9445.

### **Policy cancellation**

You may cancel this policy at any time. For a policy issued or renewed for less than one (1) year, the return premium is calculated on pro rata basis on policy cancelled at your request and not replaced within a period of one (1) year from date of cancellation.

If the payment mode is monthly, the premium will be charged up to the nearest monthly anniversary date following the cancellation effective date.

If you have any enquiries, please call American Express Insurance Customer Services Hotline at (852) 2903 9445.

### **Emergency Home Assistance Service**

Emergency Home Assistance Service Hotline: +852 2886 3977

	Standard hours	Non-standard hours
Standard area	Cashless	HK\$ 800 surcharge
Remote area	HK\$ 800 surcharge	HK\$ 1,200 surcharge

Emergency Home Assistance Service must be rendered by the service provider nominated by Zurich Insurance Company Ltd (a company incorporated in Switzerland with limited liability). The service is only applicable to the first site inspection and repair (not including any material costs) and is subject to service availability.

### Standard hour

Technician arrival time: 9 a.m. to 9 p.m., Monday to Sunday except public holidays

### Standard area

Hong Kong Island, Kowloon, New Territories (except remote area) and Tung Chung

### Remote area

Outlying islands except Tung Chung and restricted areas (including Mai Po, boundary control points and villages of the Frontier Closed Area, etc.)



### **Policy provisions**

# **American Express Home Plus Insurance Plan**

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

Please remember that as *your* needs change, so should *your* insurance coverage. Please let *us* know when changes take place.

The *policy* is evidence of a contract between *you* and *Zurich*. You should read all parts of the *policy* together as they form a single document.

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.

### **Insuring Agreement**

You have applied to Zurich and paid or agreed to pay the premium. In return, Zurich will provide the insurance detailed in this policy.

The insurance is subject to and in accordance with the exclusions, limitations, provisions and terms and conditions of this *policy*.

Section 4 and 6 will be covered only if the *schedule* shows that *you* are insured under these section(s) and paid or agreed to pay the applicable additional premium.

### PART1 - 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. 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

means a sudden, unexpected and unforeseen event not under the control of *you* and/or a member of *your household* or *your domestic helper* and which results in a loss.

### **Bodily Injury**

means injury, sickness, disease and mental injury or death resulting therefrom.

#### Building

means the block of residential structure where *your home* is situated at, including the walls, gates and fences of *your home* but excluding foundations, drains or any part of the structure below the level of the under surface of its lowest floor.

#### Contents

means furniture, *fixtures, fittings*, plate glass, fixed glass items, clothing, *household* goods, *personal belongings*, desktop computers, laptop computers, tablet computers, *electronic communication products*, *valuables*, collection of stamps, coins or medals, wine and interior decorations which belong to *you* and/or a member of *your household* but excluding:

(a) any part of the structure of the home, fixtures and fittings that are not owned by you, external television and radio antennae aerials fittings masts and towers.

- (b) property contained in or on verandahs, balcony, patios, terraces, forecourts and in the open generally.
- (c) property more specifically insured under another insurance policy.
- (d) deeds, bonds, bills of exchange, promissory notes, documents of any kind, manuscripts, lottery tickets, records or computer records and any form of *money*.
- (e) motor vehicles, watercraft, pedal cycles or their accessories.
- (f) plants and animals.
- (g) boiler, industrial plant and machines for commercial purposes.
- (h) property undergoing construction or erection.
- (i) drains and pipes.
- (j) contact lenses.
- (k) unauthorized building works or constructions or structures.

### Deductible

means the specified amount(s) that are not indemnifiable under this *policy* and for which *you* and/or members of *your household* shall first be responsible before any indemnifiable amounts are payable by *the insurer* under the relevant sections of this *policy*.

### **Domestic Helper**

means any individual who has entered into an employment contract which is valid during the *period of insurance* with *you* and/or a member of *your household* and whose duties under such contract are to perform full-time live-in domestic duties at *your home*.

### **Electronic Communication Products**

means pagers, portable/mobile phones, smart phones, personal digital assistant (PDA) of any kind.

### Emergency

means sudden and unforeseen events happening at *your home* which cause an impending or direct threat to the life or property of *you* or a member of *your household* or third parties and which require immediate temporary repair or service by an electrician, a plumber or a locksmith.

#### Employee(s)

has the same meaning as assigned to that expression in the Employees' Compensation Ordinance, Chapter 282 of the Laws of Hong Kong.

#### **Fittings**

means the items which are not permanently fixed at *your home* and can be taken with *you* when moving to a new *home*.

#### **Fixtures**

means permanently fixed items including but not limited to floor tiles, windows and main door in *your home* which would not be removed or taken when moving to a new *home*.



### Home

means the private dwelling, house or private flat owned or occupied by *you* and/or a member of *your household* at the insured location stated in the *schedule*.

#### Household

means a member of *your* family, relatives and/or other persons permanently living at *your home*, except any tenant(s) who has entered any tenancy agreement with *you*.

#### Limit of Liability/Sum Insured

means the limit of liability or insured amount(s) as stated in the schedule.

#### Money

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

#### Period of Insurance

means the period of insurance as stated in the schedule.

### **Personal Belongings**

means property normally worn or carried by a person in everyday's life but excluding:

- (a) property more specifically insured under another insurance policy.
- (b) deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.
- (c) any electronic communication products.
- (d) furs, credit cards, contact lenses, dentures, prostheses, camping equipment or guns tool or any form of *money*.
- (e) 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.
- (f) clothing and equipment used for sporting purposes while in use.

### Policy

means this policy document and the *schedule* issued by *Zurich* specifying the terms and extent of cover to *you* and a member of *your household*.

### Premium

means the premium amount stated in the schedule.

### Schedule

means the *policy* schedule which is attached to and which forms an integral part of this *policy*.

### Valuables

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means jewelry, gold, silver, precious metals, furs, watches, curios, works of art and antiques.

#### You/Your

means the person(s) or party(ies) stated in the *schedule* as an insured.

#### Zurich/The Insurer/We/Our/Us

means Zurich Insurance Company Ltd (a company incorporated in Switzerland with limited liability).

### PART 2 - COVERAGE

### Section 1 - Legal Liability

#### **Liabilities Which Are Insured**

#### **Owner's Legal Liability**

1.1 Zurich will indemnify you and a member of your household for compensation that you and/or a member of your household become legally liable to pay as owner of your home for accidental bodily injury to another person or accidental damage to another person's property that happens in or at your home during the period of insurance.

### **Occupier's Legal Liability**

1.2 Zurich will indemnify you and a member of your household for compensation that you and/or a member of your household become legally liable to pay as occupier of your home for accidental bodily injury to another person or accidental damage to another person's property that happens in or at your home during the period of insurance.

#### Pets Owner's Legal Liability

1.3 Zurich will indemnify *you* and a member of *your household* for compensation that *you* and/or a member of *your household* become legally liable to pay as owner of pet(s), which are normally residing with you and a member of *your household* in Hong Kong, for an *accident* occurring anywhere in Hong Kong which causes *accidental bodily injury* to another person or *accidental* damage to another person's property during the *period of insurance*.

#### **Worldwide Personal Legal Liability**

- 1.4 Zurich will indemnify *you* and a member of *your household* for compensation that *you* and/or a member of *your household* become legally liable to pay in personal capacity.
- 1.4.1 for accidental bodily injury to another person or accidental damage to another person's property anywhere in Hong Kong other than in or at your home during the period of insurance.
- 1.4.2 for accidental bodily injury to another person or accidental damage to another person's property anywhere outside Hong Kong during the period of insurance provided that the period of you and/or a member of your household being outside Hong Kong shall not exceed thirty (30) consecutive days.

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- 1.5 *Zurich* will further indemnify *you* and/or a member of *your household* for compensation that *you* and/or a member of *your household* is liable to pay to any third party as a result of any act or omission of a *domestic helper* being on duty in respect of *accident* arising out of and in the course of the employment with *you* and/or a member of *your household*.
- 1.5.1 for *accidental bodily injury* to another person or *accidental* damage to another person's property anywhere in Hong Kong during the *period of insurance*.
- 1.5.2 for accidental bodily injury to another person or accidental damage to another person's property anywhere outside Hong Kong during the *period of insurance* provided that the period the *domestic helper* being outside Hong Kong shall not exceed thirty (30) consecutive days.

#### **Expenses and Legal Costs**

- 1.6 *Zurich* will pay all charges expenses and legal costs under this section that are:
- 1.6.1 incurred by *Zurich* or by *you* and/or a member of *your* household with *Zurich*'s prior written agreement in the settlement or defence of any claim for compensation; and
- 1.6.2 recovered from *you* and/or a member of *your household* by claimants in respect of such claims for compensation.

# Legal Personal Representatives (in the case of probate and letter of administration)

1.7 *Zurich* will also indemnify the legal personal representatives of *you* or a member of *your household* in respect of liability incurred by *you* or a member of *your household* if they observe the terms and conditions of this *policy* in so far as that is possible.

### **Tenant's Liability**

1.8 *Zurich* will indemnify *you* and/or a member of *your household* for compensation which *you* and/or a member of *your household* become legally liable to pay for damage to the *building* rented and occupied by *you* and/or a member of *your household* as tenant but not for liability assumed by *you* and/or a member of *your household* under a tenancy agreement which would not have been attached in the absence of such agreement.

### **Owner's Liability in Common Area**

- 1.9 Subject to you and/or a member of your household being the owner of your home, Zurich will further indemnify you and/or a member of your household for compensation which you and/or a member of your household become legally liable to pay as a part owner of the common parts of the *building* subject to the following paragraphs 1.9.1 to 1.9.3.
- 1.9.1 For the purpose of this extended benefit only, the expressions "common parts", "building", and "owner(s)" have the same meanings as assigned to those expressions

in the Building Management Ordinance, Chapter 344 of the Laws of Hong Kong.

- 1.9.2 Where there is any other insurance policy that provides indemnity to liability that is covered under this Clause 1.9, then this extended benefit shall be operative only in respect of :
- 1.9.2.1 such liabilities as are not indemnifiable by other insurance policy that *you* and/or a member of *your household* have taken out, or
- 1.9.2.2 any excess liability beyond and above the amount paid or payable under such other insurance policy.
- 1.9.3 Subject always to the preceding paragraph 1.9.2, the indemnity under this extended benefit is limited to *your* and/or a member of *your household's* proportional share of liabilities (and, for the avoidance of doubt, not joint liabilities) as a part owner in the undivided parts of the *building* as determined in accordance with Section 39 of the said Building Management Ordinance, Chapter 344.

### **Liabilities Which Are Not Insured**

1.10 *Zurich* will not provide any indemnity for liability arising out of:

### Member of Household/Employees

- 1.10.1 *bodily injury* to *you*, a member of *your household* or any *employee* or *domestic helper* of *you* or a member of *your household*.
- 1.10.2 damage to property belonging to or under the care custody or control of *you*, a member of *your household* or any *employee* or *domestic helper* of *you* or a member of *your household*.

#### Lifts and Elevators

1.10.3 *bodily injury* or damage to property arising out of or incidental to the use of lifts or elevators.

#### **Other Premises**

1.10.4 the ownership or occupation of any land or building other than *your home* or the *building*.

### **Business and Professions**

1.10.5 the pursuit or exercise by *you* or a member of *your household* of any employment business trade or profession.

### Vehicles

1.10.6 the ownership possession or use of electrical or mechanical propelled vehicles, pedal cycles being used for racing, watercraft, aircraft or model aircraft (except electrically propelled unmanned aircraft systems which are used solely for recreational purpose within Hong Kong and operated in full compliance with any local regulatory requirements or any guidelines as required by Civil Aviation Department for operating such systems) owned



by or in the custody or control of or on behalf of *you* or a member of *your household*.

### **Contractual Liability**

1.10.7 any agreement unless liability would have arisen in the absence of that agreement.

#### Unauthorized Building Works

1.10.8 any unauthorized structures and/or unauthorized *building* erection demolition repair installation and renovation works on or within the *building*. For the purpose of this clause the meaning of unauthorized structures and/or unauthorized *building* works will be construed in accordance with the Buildings Ordinance, Chapter 123 of the Laws of Hong Kong.

#### Electronic Data Exclusion

- 1.10.9 the transmission of any computer code, program or other data.
- 1.10.10 the unauthorized taking of or access to data.

#### Asbestos Exclusion

1.10.11 asbestos, asbestos products or asbestos contained in any products.

### Maximum Liability of Zurich

1.11 The maximum liability of *Zurich* under this section including all charges expenses and legal costs will not exceed the *limit of liability* as stated in the table of benefits or such other amount(s) specified in the *schedule* in respect of any one *accident* or any one *period of insurance*.

### Deductible

1.12 *Zurich* will not be liable for the first amount as stated as *deductible* for this section in the table of benefits or such other amount(s) as specified in the *schedule*, in respect of each and every loss under this section.

### Section 2 - Home Contents

### **Events Which Are Insured**

2.1 Zurich will indemnify you and/or a member of your household for any accidental loss, destruction or damage to home contents which happens during the period of insurance at your home. However, Zurich will only indemnify you and/or a member of your household for any accidental loss, destruction or damage to your electronic communication products at your home caused by fire, lightning or by a burglary or attempted burglary which has been reported to the police within twenty-four (24) hours of discovery.

### **Events Which Are Not Insured**

2.2 Unless otherwise stated, *Zurich* will not indemnify you and/or a member of your household for any loss, destruction or damage directly or indirectly caused by:

#### Theft

- 2.2.1 theft of *home contents* unless following a forcible and violent entry to or exit from *your home* which has been reported to the police within twenty-four (24) hours of discovery.
- 2.2.2 theft by you, a member of your household or your domestic helper or any person entered to your home with the consent of you and/or a member of your household or by any employee or domestic helper of you and/or a member of your household.

### Dishonesty

2.2.3 fraudulent action trick device or other false pretence by you and/or a member of your household.

#### Wear and Tear

- 2.2.4 wear and tear, rust, corrosion, mildew, mould, change in temperature or humidity.
- 2.2.5 However, *Zurich* will pay for the loss, destruction or damage to other *home contents* that are caused by the *home contents* that were damaged as a result of clause 2.2.4.

### Damage by Animals

2.2.6 chewing, scratching, tearing or fouling by any domestic pet or damage by insects larvae or vermin of any kind.

### Unoccupancy

2.2.7 theft or water damage to *your home* after it has been unoccupied for more than thirty (30) consecutive days.

#### Lent, Let or Sub-Let

2.2.8 theft or damage to *your home* while *your home* is lent, let or sub-let in parts.

### Electrical/Mechanical Breakdown

- 2.2.9 electric current (other than lightning) to electrical equipment or appliances or cables.
- 2.2.10 any electrical and mechanical breakdown, failure, derangement or overheating other than loss, destruction or damage caused by direct strike of lightning.
- 2.2.11 However, *Zurich* will pay for the loss, destruction or damage to other property insured by this *policy* which is resulting from the causes specified in 2.2.9 and 2.2.10.

#### Maximum Liability of Zurich

- 2.3 The maximum liability of *Zurich* under this section including all extended benefits under this section will not exceed the total *sum insured* for this section as stated in the table of benefits or such other amount(s) as specified in the *schedule* in total per *accident* and in aggregate during the *period of insurance*.
- 2.3.1 Unless specifically declared to and accepted by *Zurich*, the maximum liability of *Zurich* in respect of any single



item of the *valuables* normally kept at *your home* and the total liability will not exceed the amount as stated in the table of benefits or such other amount(s) as specified in the *schedule* in total *per accident* and in aggregate during the *period of insurance*.

- 2.3.2 Unless specifically declared to and accepted by *Zurich*, the maximum liability of *Zurich* in respect of any single item, shall not exceed the individual limit as stated in the table of benefits or such other amount(s) as specified in the *schedule* in total per *accident* during the *period of insurance*.
- 2.3.3 The sum insured under this policy for home contents is
  - (a) automatically increased by ten percent (10%) for any claim that occurs during the month of December and during the first seven (7) days of the Chinese New Year.
  - (b) automatically increased by ten percent (10%) for any claim that occurs during the one (1) month immediately before and one (1) month immediately after the wedding day of *you* and/or a member of *your household*.

### 2.4 Basis of Settlement

### **Sets, Pairs and Collections**

2.4.1 If an insured item forms part of a pair, set or collection, *Zurich* will not be liable to pay more than the value of that part lost or damaged regardless of any special value which the parts together may have as a pair, set or collection and in any event not more than a proportionate part of the sum on the pair, set or collection.

#### New for Old

2.4.2 *Zurich* will at its option replace an insured item with a new item of equivalent value and quality or repair the item to a condition equal to but not better than its condition when new or pay the cost of such replacement or repair whichever is lesser without any deduction for wear and tear or depreciation.

#### **Green Living Cover**

- 2.4.3 If *you* or a member of *your household* replace any "Energy Efficient Product" insurable under this *policy* with a new item of the "Energy Efficient Product" of identical or improved quality, subject to the damaged "Energy Efficient Product" being beyond repair in accordance with Clause 2.4.2 in this *policy*:
  - (a) Zurich will pay an extra benefit of not more than 10% of the purchase price of the replacing "Energy Efficient Product" in any period of insurance for any one item of the home contents under this extra benefit.
  - (b) The Green Living Cover is subject to the total *sum insured* for this section as stated in the table of

benefits or such other amount(s) as specified in the *schedule*.

(c) "Energy Efficiency Products" mean any of the Listed Models of Prescribed Products as defined under the Energy Efficiency (Labelling of Products) Ordinance, Chapter 598 of the Laws of Hong Kong, and the words "Listed Models" and "Prescribed Products" shall have the same meanings as assigned to them in the said Ordinance.

### Deductible

2.5 *Zurich* will not be liable for the first amount as stated as *deductible* for this section in the table of benefits or such other amount(s) as specified in the *schedule*, in respect of each and every loss under this section.

### **Extended Benefits**

Zurich will also, subject to the total *sum insured* for this section as stated in the table of benefits or such other amount(s) as specified in the *schedule* in total per *accident* and in aggregate during the *period of insurance*, indemnify *you* and/or a member of *your household* for:

#### **Deterioration of Frozen Food**

- 1. Accidental loss or damage to food
  - (a) in *your* domestic freezer or refrigerator in *your* home caused by a sudden rise or fall in temperature or contamination from refrigerant or refrigerant fumes.
  - (b) which has been removed from your domestic freezer or refrigerator following damage to your domestic freezer or refrigerator in your home during the period of insurance by any cause insured by this section.
- 2. Zurich will not pay for any loss or damage:
  - (a) caused as a result of the deliberate act or withholding or restricting of power supply by any power supplier or authority.
  - (b) resulting from willful neglect by *you* or a member of *your household*.
  - (c) if *your* domestic freezer or refrigerator is more than ten(10) years old from the date of manufacture at the time of the incident.
- 3. *Zurich* will not pay more than the maximum amount for this extended benefit as stated in the table of benefits or such other amount(s) as specified in the *schedule* in respect of each *accident*.

### **Outdoor Property Cover**

1. *Accidental* loss or damage to *home contents* whilst contained in or on verandahs, balconies, patios, terraces or forecourts of the *building* and in the open generally.



- 2. Zurich will not pay more than the maximum amount for this extended benefit as stated in the table of benefits or such other amount(s) as specified in the schedule in respect of each accident.
- 3. Payment for this extended benefit will be subject to the basis of settlement for this section where applicable.

### **Debris Removal**

- 1. Costs and expenses which *you* or a member of *your household* incur with *Zurich's* prior written consent for the removal of the debris of any of the *home contents* which have been destroyed or damaged by an insured event.
- 2. Zurich will not pay any costs or expenses:
  - (a) incurred in removing debris which is not from *your home* or not the area immediately adjacent to *your home*.
  - (b) arising in any way directly or indirectly from pollution or contamination.
  - (c) arising from enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of such property.
  - (d) more than the maximum amount for this extended benefit as stated in the table of benefits or such other amount(s) as specified in the schedule in respect of each accident.

### **Alternative Accommodation**

- The necessary and reasonable cost of comparable alternative accommodation and/or meal allowance incurred by you, member(s) of your household and/or pet(s) which are normally residing with you and member(s) of your household in Hong Kong until your home is fit to live in again when your home is made uninhabitable.
- 2. Zurich will not pay more than the maximum amount for this extended benefit as stated in the table of benefits or such other amount(s) as specified in the schedule in respect of each accident.

### Feng Shui Consultation

- 1. Any Feng Shui consultation costs and expenses which *you* incur with *Zurich's* prior written consent when *your home* is made uninhabitable by any of the causes insured by this section.
- 2. Zurich will not pay more than the maximum amount for this extended benefit as stated in the table of benefits or such other amount(s) as specified in the *schedule* in respect of each accident.

### **Temporary Removal**

1. Accidental damage to your home contents whilst temporarily removed from home for cleaning, renovation, repair or similar purposes to any other premises and while in transit within the territory of Hong Kong.

- 2. Zurich will not pay more than the maximum amount for this extended benefit as stated in the table of benefits or such other amount(s) as specified in the *schedule* in respect of each accident.
- 3. Payment for this extended benefit will be subject to the basis of settlement for this section where applicable.

### Moving to a New Home

- 1. Accidental loss or damage to home contents while being moved by a professional mover from *your home* to any *building* within the territory of Hong Kong where *you* and a member of *your household* will reside.
- 2. *Zurich* will not indemnify for any loss or damage to *home contents* being left in an unattended vehicle.
- 3. Zurich will not pay more than the maximum amount for this extended benefit as stated in the table of benefits or such other amount(s) as specified in the *schedule* in respect of each accident.
- 4. Payment for this extended benefit will be subject to the basis of settlement for this section where applicable.

### **Unauthorized Use of Credit Cards**

- 1. Accidental loss resulting from unauthorized use of credit cards belonging to *you* and/or a member of *your household* in the event of lost of personal property which happens anywhere in the world provided that such loss is reported to the local police within twenty-four (24) hours of discovery.
- 2. Zurich will not pay more than the maximum amount for the unauthorized use of credit cards as stated in table of benefits or such other amount(s) as specified in the *schedule* in respect of each accident.

### Loss of Money

- 1. Accidental loss of money belonging to you and/or a member of your household which happens anywhere in the world provided that such loss is reported to the local police within twenty-four hours (24) of discovery.
- 2. *Zurich* will not pay more than the maximum amount for loss of *money* as stated in table of benefits or such other amount(s) as specified in the *schedule* in respect of each *accident*.

### **Replacement of Personal Documents**

1. The necessary cost of replacement of personal identification documents and credit cards paid by *you* and/or a member of *your household* in the event of lost of personal property which happens anywhere in the world provided that such loss is reported to the local police and embassy of the country issuing the personal identification document and/or financial institutions within twenty-four (24) hours of discovery.



 Zurich will not pay more than the maximum amount for replacement of personal documents as stated in table of benefits or such other amount(s) as specified in the schedule in respect of each accident.

### Repair Cost Reimbursement for *Electronic Communication Products/*Laptop Computers/Tablet Computers

- Zurich will indemnify you and/or a member of your household for repair cost necessarily incurred resulting from any accidental and physical damage to your electronic communication products and/or laptop computers and/or tablet computers occurred anywhere in the world during the period of insurance, but excluding:
  - (a) theft, robbery or unexplained loss/disappearance;
  - (b) wear and tear, gradual deterioration, scratching or denting;
  - (c) mechanical, electronic or electrical derangement;
  - (d) liquid damage.
- 2. This extended benefit will be subject to the following conditions:
  - (a) exclude any damage which is covered under suppliers' and/or retailers' warranties at the time of the loss;
  - (b) all eligible repair must be performed by the manufacturer(s) and/or its authorized repair center(s) in Hong Kong only;
  - (c) 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.
- 3. *Zurich* will not pay more than the maximum amount for this extended benefit as stated in the table of benefits or such other amount(s) as specified in the *schedule* in respect of each *accident*.

#### Section 3 - Emergency Assistance Benefits

### **Benefits Which Are Provided**

3. Zurich has arranged an "Emergency Home Assistance Service" to provide you and/or a member of your household with the following benefits in case of emergency. Whenever applicable, related extra benefits will be applied only if it is stated in the table of benefits and/or the schedule.

### **Electrical Assistance**

3.1 Emergency Home Assistance Service will arrange a registered electrician to effect immediate temporary repair of *your* electrical installations and appliances which belong to *you* and/or a member of *your* household.

#### **Plumbing Assistance**

3.2 Emergency Home Assistance Service will arrange a licensed plumber to effect immediate temporary repair in the event of clogging, bursting or overflowing of pipes and the water supply system which belong to *you* and/or a member of *your household*.

#### Locksmith Assistance

3.3 Emergency Home Assistance Service will arrange a locksmith to open any doors and/or repair the door lock if *you* and/or a member of *your household* are accidentally locked outside or inside *your home*. Emergency Home Assistance Service will not provide any assistance service in respect of any kind of doors and or door locks operating with a non-mechanical door locking system.

#### **Benefits Which Are Not Provided**

3.4 For the benefits provided in Clauses 3.1 to 3.3, Emergency Home Assistance Service will not provide any assistance service if the repair necessitates the breaking of wall or decoration of *your home*.

### **Enquiry and Referral Services Which Are Provided**

3.5 Emergency Home Assistance Service can arrange for the following services for *you* and/or a member of *your household* at *you* and/or a member of *your household*'s request but any expenses for the services will be solely borne by *you* and/or a member of *your household*:

#### Home Cleaning Service

3.5.1 For a company specializes in home cleaning to perform cleaning services at *your home*.

### House Call/Dental Referral

3.5.2 For a house call to *your home* by a registered doctor or medical specialist or secure an appointment with a dental practitioner.

### Baby Sitting/Domestic Helper/Nursing Assistance

3.5.3 For a baby sitter or *domestic helper* to take care of *your* child(ren) or a member of *your household* during *your* absence from home. A qualified nurse may also be arranged to attend *your home* for the needs of any person specified by *you* and/or a member of *your household*.

### Pest Control Service

3.5.4 For a company specializes in pest control to carry out any pest control services at *your home*.

The EMERGENCY HOME ASSISTANCE SERVICE is rendered by the service provider nominated by *Zurich* Insurance Company Ltd (a company incorporated in Switzerland with limited liability)

Emergency Home Assistance Service Hotline - +852 2886 3977

Zurich will indemnify you and/or a member of your

household for the costs and expenses which you and/

or a member of your household may incur in the repair

or replacement of any hidden fixtures and/or structural

#### Section 4 - Building (Optional)

#### **Events Which Are Insured**

4.



parts of *your home* arising out of any *accidental* loss destruction or damage to *your home* that happens in any one *period of insurance*. For the avoidance of doubt, hidden *fixtures* in this section shall include and be limited to the drains, pipes, cables and wires that are for the sole use of *your home*.

### Landslip and Subsidence

- 4.1 loss of or damage to any hidden *fixtures* and/or structural parts of *your home* directly caused by subsidence of the site or landslip occurring within the *period of insurance* but excluding:
- 4.1.1 loss or damage occasioned by or through or in consequence directly or indirectly of any of the following occurrences:
  - (a) coastal erosion or heave; or
  - (b) bedding down of structures or the settlement of made up ground within five (5) years of the completion of such works.
- 4.1.2 loss of or damage to any paths, drives, fences, gates boundary and retaining walls caused by subsidence and/ or landslip.
- 4.1.3 the cost of removal of subsidence and/or landslip debris or making good of the site following subsidence and/ or landslip except so far as is necessary to repair the structural parts of *your home*.
- 4.1.4 loss of or damage directly occasioned by or through defective design or workmanship or the use of defective materials.
- 4.1.5 any consequential loss or damage.
- 4.1.6 the first amount as stated as *deductible* for this section in respect of loss arising from landslip and subsidence in the table of benefits or such other amount(s) as specified in the *schedule*, in respect of each and every loss as ascertained after the application of any condition of average and occurring within each and every separate period of seventy-two (72) consecutive hours during the currency of this *policy*.

### **Events Which Are Not Insured**

4.2 *Zurich* will not indemnify *you* and/or a member of *your household* for any loss destruction or damage directly or indirectly arising from or caused by:

### Dishonesty

4.2.1 dishonesty fraudulent action trick device or other false pretence by *you* and/or a member of *your household*.

### Natural Losses

4.2.2 wear and tear, inadequate maintenance, deterioration, rust or corrosion, erosion, changes in appearance, mould, wet or dry rot, animals, birds, insects, larvae or vermin of any kind.

#### Unoccupancy

4.2.3 water damage after *your home* has been unoccupied for more than thirty (30) consecutive days.

### **Government Authority**

4.2.4 the enforcement by the Government of any ordinance or law regulating the construction repair or demolition of the *building*.

#### **Repair and Maintenance**

4.2.5 renovation alteration repair and installation that is not necessitated by the event covered by this section.

### Maximum Liability of Zurich

4.3 The maximum liability of *Zurich* under this section will not exceed the costs actually incurred to rebuild or repair *your building* as covered under this section to the same condition and extent as when new.

### **Basis of Settlement**

- 4.4 *Zurich* will pay the costs actually incurred in rebuilding or repairing any hidden *fixtures* or structural parts of *your home* to the same condition and extent as when new.
- 4.5 If the property is not repaired or rebuilt, *Zurich* will only pay *you* the indemnity value immediately before the loss and the reasonable costs of demolition and removal of debris.

### Deductible

4.6 *Zurich* will not be liable for the first amount as stated as *deductible* in the table of benefits or such other amount(s) as specified in the *schedule* in respect of each and every loss under this section except the loss is caused by fire, lightning or explosion (to which *deductible* is not applicable).

#### **Your Warranties**

- 4.7 During any *period of insurance, you* shall warrant that:
- 4.7.1 *you* shall maintain *your home* and all its hidden *fixtures* and structural parts in sound repair and take all responsible steps to prevent damage.
- 4.7.2 *you* shall maintain any man-made slope and retaining wall for which *you* are responsible in accordance with laws, regulations, codes and guides issued by the Hong Kong Government including the guideline stipulated in the Geoguide - 5 Guide To Slope Maintenance published by the Geotechnical Engineering Office Civil Engineering and Development Department Hong Kong.
- 4.7.3 *you* shall notify *Zurich* immediately of:
  - (a) any excavations commenced beneath around or in the vicinity of *your home* in such event *Zurich* shall have the right to vary or cancel the cover provided under this *policy*.
  - (b) the operation of any peril that may affect any part of the *building* or its nearby surroundings.



### **Extended Benefits**

Zurich will indemnify you and/or a member of your household for:

#### **Debris Removal**

- 1. cost and expenses which *you* and/or a member of *your household* incur with *Zurich's* prior written consent for the removal of the debris or the dismantling or demolishing, shoring up or propping of the portion or portions of *your home* that is covered by this section.
- 2. Zurich will not pay any costs or expenses:
  - (a) incurred in removing debris which is not from *your home* or not from the area immediately adjacent to *your home*.
  - (b) arising in any way directly or indirectly from pollution or contamination of any property or debris whether from *your home* or not.
  - (c) arising from enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of such property.
  - (d) exceeding five percent (5%) of the total actual rebuilding costs.

### Architects' and Surveyors' Fees

- 1. any fees charged by architects, surveyor, engineer, legal or other professional body which *you* and/or a member of *your household* necessarily incur with *Zurich's* prior written consent for the reinstatement of any hidden *fixtures* and/or structural parts of *your home* that is covered by this section.
- 2. Zurich will not pay any costs or expenses:
  - (a) for preparing any claim by *you* and/or a member of *your household* against *Zurich*.
  - (b) exceeding those fees authorized under any scale of charges of a respective professional body.
  - (c) exceeding five percent (5%) of the total actual rebuilding costs.

#### Section 5 - Worldwide Personal Possessions<sup>^</sup> Protection

### **Events Which Are Insured**

#### Personal Belongings

- 5. Zurich will indemnify you and/or a member of your household for any accidental loss, destruction or damage to personal belongings belonging to you and/or a member of your household anywhere in the world during the period of insurance provided that such loss in respect of theft or accidental loss/disappearance is reported to the local police within twenty-four (24) hours of discovery.
- 5.1 This section does not apply to any claims that fall within the coverage of any effective extended benefit(s) under Section 2.

^Additional coverage for specified items is available as an optional benefit

#### **Events Which Are Not Insured**

5.2 *Zurich* will not indemnify for any loss, destruction or damage directly or indirectly caused by:

### Vermins Mildew

5.2.1 vermin insects mildew wear or other deterioration or any process of repairing restoring or renovating.

#### **Customs Authority**

5.2.2 confiscation, nationalization, requisition or willful destruction by any government, public, municipal, local or customs authority.

#### Mechanical and Electrical Derangement

5.2.3 mechanical or electrical derangement or scratching or breakage of lenses or glass unless accompanied by other damage for which *you* are entitled to indemnity under this section.

#### Maximum Liability of Zurich

5.3 The maximum liability of *Zurich* under this section will not exceed the *sum insured* as stated in the *schedule* in respect of each *accident*, and in respect of any single item in any *period of insurance*, unless as otherwise specifically declared and accepted by *Zurich*.

### **Basis of Settlement**

5.4 *Zurich* may at its sole discretion, arrange for repair or pay the cost of replacement or repair in respect of the item insured that is lost or damaged, less an amount for wear and tear for clothing. If the item is lost or damaged beyond economical repair, *Zurich* will only pay the resale market value as at the time of damage or loss.

### Sets, Pairs and Collection

- 5.5 If an insured item forms part of a pair, set or collection, *Zurich* will not be liable to pay more than the value of that part lost or damaged regardless of any special value which the parts together may have as a pair, set or collection and in any event not more than a proportionate part of the sum on the pair, set or collection.
- 5.5.1 *Zurich* will not pay the cost of replacing any undamaged items of a pair, set or collection.

#### Underinsurance

5.6 If at the time of any accident, any specifically declared item of the personal belongings of you and/or a member of your household is of a greater value than the corresponding sum insured stated in the schedule, you and/or a member of your household shall bear a share of the loss or damage in every claim corresponding directly to the proportion of underinsurance.



### Deductible

5.7 *Zurich* will not be liable for the first amount as stated in the table of benefits or such other amount(s) as specified in the *schedule*, in respect of each and every loss under this section.

### Section 6 - Personal Fine Art Collection (Optional)

#### **Events Which Are Insured**

### **Personal Fine Art Collection**

- 6. Zurich will indemnify you and/or a member of your household for any accidental loss, destruction or damage to any personal fine art collection item(s) as named and described in the schedule belonging to you and/or a member of your household at your home during the period of insurance provided that such loss in respect of theft or accidental loss/disappearance is reported to the local police within twenty-four (24) hours of discovery.
- 6.1 This section does not apply to any claims that fall within the coverage of any effective extended benefit(s) under Section 2.

#### **Events Which Are Not Insured**

6.2 *Zurich* will not indemnify for any loss, destruction or damage directly or indirectly caused by:

#### **Natural Losses**

6.2.1 natural ageing, vermin, insects, mildew, wear, tear, rust, oxidization or other gradual deterioration, aridity, humidity, exposure to light or change of temperature.

### Dishonesty

6.2.2 dishonesty fraudulent action trick device or other false pretence by *you* and/or a member of *your household*.

#### Work Process

6.2.3 any process of repairing, reframing, restoring, retouching, renovating or other similar process.

#### **Customs Authority**

6.2.4 confiscation, nationalization, requisition or willful destruction by any government, public, municipal, local or customs authority.

#### **Mechanical and Electrical Derangement**

6.2.5 mechanical or electrical derangement or scratching or breakage of lenses or glass unless accompanied by other damage for which *you* are entitled to indemnity under this section.

### Maximum Liability of Zurich

6.3 The maximum liability of *Zurich* under this section will not exceed the *sum insured* and individual limit as stated in the *schedule* in respect of each *accident* and in any *period of insurance*.

### **Basis of Settlement**

*Zurich* may at its sole discretion, arrange for repair or pay the cost of replacement or repair in respect of the

item insured that is lost or damaged. If the item is lost or damaged beyond economical repair, *Zurich* will pay the agreed value of the item individually listed in the *schedule* but not exceeding the fair market value of each item as at the time of damage or loss. The burden of proof shall lay with *you* to adequately show to *us* satisfaction that the individual value given in respect of the insured item represents no more than their current fair market value at the time of damage or loss.

For a claim for partial loss or damage to any item insured, *Zurich* will only pay the reasonable and necessary cost and expenses of restoration and not exceeding the full fair market value or the agreed value of the item whichever is lower.

Under this section, the term 'fair market value' means the price that would reasonably be expected to be paid for the interest by a willing buyer to a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

#### **Sets, Pairs and Collection**

6.5

If an insured item forms part of a pair, set or collection and has a special or increased value by virtue of forming part of a pair, set or collection, the basis of settlement will take into account any such special or increased value but not exceeding the full value of that pair, set or collection. Following the payment of the full value of that pair, set or collection, *Zurich* will become the full owners and reserve the right to take procession of the item, pair, set or collection.

### **Extended Benefits**

This section is extended to cover:

### **New Acquisitions**

6.6 If you and/or a member of your household acquires additional items during the policy period limited to an aggregate of ten percent (10%) of the aggregate value under this section as shown in the schedule, these item(s) will be covered provided that you notifies us within thirty (30) days of acquisition and pays a pro rata additional premium.

#### **Property Buy Back**

- 6.7 You and/or a member of your household will have the right to purchase from us any item that is recovered for which the full value has been paid in settlement of a claim at the lesser of:
- 6.7.1 the amount of the settled claim plus interest from the date of settlement at the prevailing HSBC's Hong Kong Dollar Best Lending Rate plus loss adjustment and recovery expenses;

6.4



6.7.2 and the fair market value at the time of recovery.

Zurich will notify you the right to purchase item(s) recovered and you and/ or a member of your household will have sixty (60) days from the date of notice to exercise the right to purchase.

#### Deductible

6.8 *Zurich* will not be liable for the first amount as stated in the table of benefits or such other amount(s) as specified in the *schedule*, in respect of each and every loss under this section.

### PART 3 - GENERAL EXCLUSIONS

*Zurich* will not be liable for any loss, destruction, injury, disease or damage to any person or property, or any liability for loss, destruction, injury, or damage to any person or property, caused directly or indirectly by or contributed to, by or arising from

### 1. Unexplained Loss

unexplained loss or disappearance of any property.

#### 2. Criminal Activities

any wilful, malicious or unlawful act of the insured person or any criminal acts of any person.

### 3. Latent Defects

events which have already happened or damage which has already existed before the beginning of the *period of insurance*.

### 4. Deliberate Damage

deliberate acts of you or a member of your household or employee or domestic helper of you or a member of your household.

### 5. Consequential Loss

consequential loss of any kind.

### 6. Loss of Value

depreciation or loss in value of any property.

### 7. Dispossession

- (a) permanent or temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority.
- (b) permanent or temporary dispossession resulting from the unlawful occupation by any person.

#### 8. Unauthorized Building Works

any unauthorized structures and/or unauthorized *building* erection demolition repair installation and renovation works on or within the *building*. For the purpose of this clause the meaning of unauthorized structures and unauthorized *building* works will be construed in accordance with the Buildings Ordinance, Chapter 123 of the Laws of Hong Kong.

#### 9. Pollution & Contamination

the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants by you and/ or a member of *your household* into or upon land atmosphere or any water course or body of water.

#### 10. Radioactive Contamination

any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.
- (c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

### 11. War

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence.

### 12. Terrorism

- (a) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- (b) any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.
- (c) for the purpose of this exclusion, an act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention 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 and which:
  - i. involves violence against one or more person;
  - ii. involves damage to property;
  - iii. endangers life other than that of the person committing the action;



- iv. creates a risk to the health or safety of the public or a section of the public; or
- v. is designed to interfere with or disrupt an electronic system.
- (d) in any action, suit or other proceedings where *Zurich* alleged that by reason of the provisions of this condition any loss or damage is not covered by this *policy*, the burden of proving that such loss or damage is covered shall be upon *you*.

#### 13. Sonic Bangs

pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.

### 14. Software and Data-Related Losses Exclusion

- (a) any "Software Loss" except:
  - i. "Software Loss" resulting solely from direct physical loss of or direct physical damage to the equipment, hardware, media or device on which the program, computer software or operating systems, programming instructions, or data are transported, processed or contained.
  - ii. direct physical loss or direct physical damage to tangible property by fire or explosion that results from a "Software Loss". For the purposes of this exclusion, electronic data, program(s), computer software or operating system(s) programming instruction(s) and data are not tangible property.
- (b) "Software Loss" means loss of or damage to any program(s), computer software or operating system(s), programming instruction(s) or data arising out of or resulting from any failure, malfunction, deficiency, deletion, fault, "virus", deletion or corruption or any loss of use, reduction in functionality, cost, expenses or liability resulting therefrom.

"Software Loss" includes, but is not limited to, loss or damage resulting from any authorized or unauthorized access in, of or to any computer, communication system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, any program, computer software or operating systems, programming instructions or data.

(c) "Virus" means software, data or code that affects the operation of functionality of any computer, communications system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, program, computer software or operating systems, programming instructions or data including, but not limited to, any destructive program, computer code, computer virus, worm, logic bomb, denial of service attack, smurf attack, vandalism, trojan horse or any other data introduced into any electronic system causing deletion, destruction, degradation, corruption, malfunction or compromise of or to data, software or electronic business systems.

### **PART 4 - GENERAL CONDITIONS**

### 1. Due Observance

*Zurich's* liability is conditional on the observance by *you* and/or a member of *your household* of the terms provisions conditions and endorsements of the *policy* and the truth of the information supplied by *you* in connection with this *policy*.

### 2. 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 the policy. No changes in this *policy* shall be valid unless approved by *our* authorized officer and evidenced by endorsement of amendment.

### 3. Misrepresentation or Non-disclosure

If you, or anyone acting on behalf of you makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to act in utmost good faith, we will not be liable 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, you shall refund such benefit to us within seven (7) working days from the date of our notice of demand.

### 4. Alteration in Risk

You shall give immediate written notice to *Zurich* of any alteration which materially affects this *policy*.

### 5. Emergency Home Assistance Service

The service provider of Emergency Home Assistance Service is an independent service provider providing such respective services to *you* upon *your* request. We or any of *our* affiliates, agents, or *employees* of any of them has no responsibility or liability of any act, default, negligence, error or omission of the relevant service provider of Emergency Home Assistance Service or any of its respective *employees*, agents or representatives.

### 6. Other Insurances

In respect of Section 1 only, if an indemnity is or would, but for the existence of this *policy*, be granted by any other insurance, *Zurich* will not provide indemnity except in respect of any excess beyond the amount which is or would be payable but for the existence of this *policy*.

In respect of Section 2, 4, 5 and 6, if there is any other insurance



effected by or on behalf of *you* covering any loss, destruction or damage to the property insured at the time of loss, the liability of *Zurich* under these sections will be limited to their ratable proportion of such loss.

If any such other insurance is expressed to cover any of the property insured but is subject to any provision whereby it is excluded from ranking concurrently with this *policy*, either in whole or in part or from contributing ratably to the loss, the liability of *Zurich* hereunder will be limited to such proportion of the loss as the sum hereby insured bears to the value of the property.

### 7. Reasonable Care

You shall:

- (a) take all reasonable care to maintain *your home* and all contents and everything used in *your home* in sound condition.
- (b) take all reasonable precautions to prevent *bodily injury* and property damage.
- (c) comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.

### 8. Premium Charge

Zurich reserves the right to revise or adjust the *premium* according to *our* applicable *premium* rate at the time of *premium* due date by giving thirty (30) days' written notice to *you* and the first *premium* payment is non-refundable.

### 9. Cancellation

*Zurich* may cancel this *policy* by sending thirty (30) days' written notice by registered letter to *you* at *your* last known address and will return to *you* the *premium* less the pro rata proportion (provided no claim has arisen during the current *period of insurance* on or before the date of cancellation) thereof for the period the *policy* has been in force.

You may also cancel this *policy* at any time. For a *policy* issued or renewed for less than one (1) year, the return *premium* is calculated on pro rata basis on *policy* cancelled at *your* request and not replaced within a period of one (1) year from date of cancellation.

If the payment mode is monthly, the *premium* will be charged up to the nearest monthly anniversary date following the cancellation effective date.

### 10. Notice of Claims

Written notice of claim must be given to *us* by *you* 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* by *your* legal representative.

All other certificates, information and evidences required by *us* shall be furnished at the expenses of *you* or the personal representative of *you* or of the insured person and shall be in such form and of such nature as *we* may prescribe. If *you* do not

comply with this condition, we shall have the sole discretion to decide not to pay any benefits under this *policy*.

#### 11. 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 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 one hundred and eighty (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*.

### 12. 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 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.

### 13. Liability Claims

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

### 14. Recipient

In the event of the death of *you* and/or a member of *your household*, *Zurich* will insure the legal personal representative(s) of *you* and/or a member of *your household* for any liability *you* and/or a member of *your household* incurred and is covered under this *policy* provided that such legal personal representative(s) comply with the terms of this *policy*.

### 15. Policy Interpretation

The interpretation of this *policy* and any word or phrase contained in the *policy* will be interpreted in accordance with the Laws of the Hong Kong Special Administrative Region.

### 16. Clerical Error

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

### 17. Legal Action

No legal action shall be brought to recover on this *policy* prior to the expiration of sixty (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 (1) year from the expiration of the time within which proof of claims is required.

### 18. Subrogation

Zurich have the right to proceed at *our* own expense in the name of *you* against third parties who may be responsible for an occurrence giving rise to a claim under this *policy*, and *you* shall concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by *Zurich* 



for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which *Zurich* are entitled by virtue of *our* right hereunder.

### 19. 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 (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 the policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if *Zurich* deny or reject liability for any claim under the *policy* and *you* do not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of *our* disclaimer, *your* claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under the *policy*.

### 20. Rights of Third Parties

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

#### 21. Compliance with Policy Provisions

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

### 22. Statement of Purpose for Collection of Personal Data

All personal data collected and held by *Zurich* 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 all other insured person covered under the *policy* to, authorize *Zurich* 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 *you* to *Zurich, you* warrant that proper consents from the relevant data subjects have been obtained before the personal data are

provided to *Zurich*, enabling *Zurich* to assess, process, issue and administer this *policy*, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

### 23. 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.



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### 常見問與答

### 「美國運通優越家居保險計劃」是甚麼?

本計劃給您和您家庭成員的貴重物品提供多方面保障,讓您的 生活倍添安心。其中主要特點包括:

- 10,000,000港元的保障,可保護您和您家庭成員免於因 他人意外身體受傷或他人財物意外受損而招致任何法律上 的賠償責任。
- 不論您是業主或租客,我們的責任保障遠超出了您的房屋
   範圍。我們還保障因您的寵物及家庭傭工而引起的法律責任,甚至全球範圍內的個人責任。
- 根據標準計劃,家居財物的最高投保額為1,000,000港元。
   您更可於自選計劃內把家居財物的保障提高至3,000,000港元。
- 根據您的個人需要,您可靈活地於自選計劃內自定各種家
   居財物(例如貴重物品及名酒)的保障限額。
- 在每年最高保障額內,不限索償次數<sup>1</sup>。
- 計劃設有多項免費的額外保障,以迎合不同的生活態度。
   包括:
  - 全球保障手提電話、筆記型電腦、平板電腦的維修費
     用
  - 。 因遺失個人財物導致信用卡被盜用的損失
  - 。 金錢失竊及個人證件補領費用
  - 。 寵物有關的保障,包括寵物臨時居所
  - 在您家居不宜居住時提供風水顧問津貼及臨時居所 保障
- 我們的24小時緊急家居支援服務可為電力、水喉及鎖匠 支援提供免找數方案和其他轉介服務。
- 附設多元化增值自選保障項目供您選擇。包括樓宇、全球 個人物品及私人藝術品保障。

### 本計劃的承保人是誰?

本計劃的承保人是蘇黎世保險有限公司(於瑞士註冊成立之有 限公司)。

蘇黎世保險(香港)是蘇黎世保險集團轄下之機構,竭誠為個 人、商業及企業客戶提供全面又靈活的一般保險及人壽保險服 務,照顧他們在保險、保障及投資上的需要。集團在香港的業 務始於1961年,至今已於本港一般保險市場上成為五大保險 公司之一\*。

蘇黎世保險集團(蘇黎世)是一家全球領先的多險種保險公司, 為全球及本地市場的客戶提供服務。蘇黎世現有僱員約55,000 名,為客戶提供各種財產及意外保險和人壽保險產品及服務。 公司客戶包括遍及215多個國家和地區的個人、大中小型企業 及跨國公司。集團總部設立在瑞士蘇黎世,公司成立於1872 年。蘇黎世的控股公司蘇黎世保險集團公司(ZURN)在瑞士證 券交易所(SIX Swiss Exchange)上市,具有在OTCQX 場外交易的一級美國存託憑證計劃(ZURVY)。請瀏覽 www.zurich.com了解有關蘇黎世的更多資訊。

\*來源:保險業監管局,按毛保費計算,2018年。

### 如對保單有任何疑問應與誰聯絡?

您可以致電美國運通保險客戶服務熱線(852)29039445。

### 承保範圍摘要

。 保障項目:法律責任 1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.			
保障摘要	<ul> <li>我們補償您及/或住戶因意外造成他人身體損傷或他人招致財物受損的法律責任:</li> <li>作為業主或佔用人,發生在您的家居的意外;</li> <li>作為承租人,對您租用或佔用的建築物造成任何損壞;</li> <li>作為寵物的主人,於香港任何地方發生的意外;及</li> <li>以個人身份,於世界任何地方發生的意外。</li> <li>此計劃涵蓋因您的家庭傭工工作時疏忽或任何行為所產生出意外的法律責任。</li> </ul>		
保障項目:家居	, 目 时物		
保障摘要	<ul> <li>此計劃補償您及/或住戶的家居財物,包括傢具、固定附著物、電子產品、收藏品、酒及貴重物品等的 任何意外損失、損毀或損壞。</li> <li>此計劃還提供全球保障,涵蓋未經授權使用信用、金錢失竊、補領個人證件及電子通訊產品/筆記型電 腦/平板電腦之維修費用保障。</li> <li>如果您及/或住戶在家中因爆竊或偷竊遭受傷害,我們將提供一筆一次性付款,以補償您由此不幸事件 而產生的醫療費用。</li> <li>此外,我們還提供額外保障,包括冷藏食物變壞、室外家居財物之損失及清理碎礫、臨時居所、風水諮 詢等等所產生之費用。</li> </ul>		
備註	<ul> <li>此計劃只會就您及/或住戶家居內的電子通訊器材因火災、雷電、爆竊或企圖爆竊而引致的任何意外損失、損毀或損壞作出賠償,您並須於發現有關意外的24小時內報警。</li> <li>家居財物被偷竊必須為竊匪強行或行使暴力進入或離開您家居並於發現事件後24小時內報警的損失。</li> </ul>		

### 承保範圍摘要

保障項目:緊急	•支援 •支援	
保障摘要	<ul> <li>此計劃為您及/或住戶提供以下24小時緊急家居支援服務:</li> <li>電工支援</li> <li>水喉匠支援</li> <li>鎖匠支援</li> <li>查詢及轉介服務:</li> <li>家居清潔服務</li> <li>轉介出診醫生/牙醫</li> <li>托兒/家務助理/看護支援</li> <li>滅蟲服務</li> <li>我們對於基本時段及標準地區內的服務還提供讓您無憂的免找數方案。有關更多信息,請參見第27頁的「緊急家居支援服務」。</li> </ul>	
備註	<ul> <li>24小時緊急家居支援服務必須由蘇黎世保險有限公司指定服務供應商提供。服務只適用於每宗意外的 首次上門檢查及維修(不包括物料費用),並視乎實際服務供應情況。</li> <li>基本時段:以工程人員到達時間為準:星期一至日上午9時至下午9時,公眾假期除外</li> <li>標準地區:香港島,九龍,新界(除偏遠地區外)及東涌</li> </ul>	
保障項目:全球個人物品保障(非指定物件)		
保障摘要	• 如您及/或住戶在世界任何地方因意外以致個人物品損失、損毀或損壞,此保障將作出賠償。	
備註	<ul> <li>全球個人物品保障並不適用於家居財物保障內其他額外保障已涵蓋之保障範圍。若有關意外為偷竊或遺失,您及/或住戶必須在發現事件後24小時內向當地警方報失。</li> </ul>	

### 承保範圍摘要

自選保障	
保障摘要	<ol> <li>樓字         <ul> <li>如您的家居因意外招致任何損失、損毀或損壞,此自選保障將支付賠償您及/或住戶因維修及更換家居的結構部份或任何隱藏固定附著物而引致的費用及支出。</li> <li>設有清理碎礫、建築師及測量師費用的額外保障。</li> </ul> </li> </ol>
	<ul> <li>2. 全球個人物品保障(指定物件)</li> <li>如您及/或住戶在世界任何地方因意外以致個人物品損失、損毀或損壞,此自選保障將作出賠償。</li> </ul>
	<ul> <li>3. 私人藝術品</li> <li>如您及/或住戶於家居內因意外引致指名及屬於您及/或住戶的私人藝術品損失、損毀或損壞,此 自選保障將作出賠償。</li> </ul>
備註	<ul> <li> • 隱藏固定附著物應包括及僅限於您的家居單獨使用的排水管,管道,電纜和電線等。 </li> <li> • 全球個人物品及私人藝術品保障並不適用於家居財物保障內其他額外保障已涵蓋之保障範圍。若有關意 外為偷竊或遺失,您及/或住戶必須在發現事件後24小時內向當地警方報失。 </li> </ul>

有關此項保障計劃的內容細則及不承保事項將詳述於保單之內。如有任何差異,均以部單條款部份之細則為準。

### 如何索償?

如需申請索償,只須依照以下簡單步驟:

- 填妥索償申請表。您可致電美國運通保險客戶服務熱線 (852) 2903 9445 或到蘇黎世網址獲取索償申請表。
- 2. 將已填妥的索償申請表連同相關文件,郵寄或電郵至:
  - 地址:蘇黎世保險有限公司理賠部,香港港島東華蘭路18號港島東中心26樓
  - 電郵地址: claims@hk.zurich.com
- 3. 您將會在兩個工作天收到確認短信及/或電郵。
- 4. 索償審核結果將於文件齊備後盡快提供。

### 客戶服務

美國運通及蘇黎世保險有限公司致力為提供最優質服務。若您 對本計劃或我們的服務有任何疑問,

請致電美國運通保險客戶服務熱線(852)29039445。我們將 竭誠為您提供服務。

### 取消保單

您可以隨時取消此保單。如保單簽發或續約少於一年,退保保費會按比例形式計算,而一年內不以新保單替補。

若繳付保費方式為月繳,本保單之應繳保費為起保日計算至取 消保單生效日後的下一個相對日期。

如有任何查詢,請致電美國運通保險客戶服務熱線(852) 2903 9445。

### 「緊急家居支援服務」

緊急家居支援服務熱線: +852 2886 3977

	基本時段	非基本時段
標準地區	免找數	800港元附加費
偏遠地區	800港元附加費	1,200港元附加費

「緊急家居支援服務」必須由蘇黎世保險有限公司(於瑞士註冊成 立之有限公司)指定服務供應商提供;只適用於每宗意外的首次上 門檢查及維修(不包括物料費用),並視乎實際服務供應情況。

### 基本時段

以工程人員到達時間為準:星期一至日上午9時至下午9時,公眾 假期除外

### 標準地區

香港島,九龍,新界(除偏遠地區外)及東涌

### 偏遠地區

離島(東涌除外)及限制地區(包括米埔、邊境禁區的檢查站、管制站及村落)



### 「保單」條款

# 美國運通優越家居保險計劃

請小心細閱本「保單」以確保「保單」內容符合「閣下」的需要。 「閣下」應切記,「閣下」的保險應隨著需要而更新。如欲更改承 保範圍,敬請通知「本公司」。

本「保單」是「閣下」與「蘇黎世」之間的合約依據,「保單」各份 文件應視作單一文件,並且一併閱讀。

此乃中文譯本,僅供參考之用。若與英文版本有異,概以英文 版本為準。

### 保障協議

「閣下」已投保「蘇黎世」的保險,並已支付或同意支付「保 費」。有鑒於此,「蘇黎世」將提供本「保單」所載的保障。

上述保險必須遵從及依據本「保單」訂明之不承保事項、限制、 規定、條款及條件。

「附表」必須註明「閣下」已投保並已支付或同意支付額外保費, 第4及6節的保險方始生效。

### 第一部分 - 詞彙釋義

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」

指「閣下」及/或「住戶」或「家傭」無法控制之突發、意外及不可預見並招致損失的事件。

#### 「身體損傷」

指身體損傷、病症、疾病及精神創傷或其所導致之死亡。

### 「樓宇」

指「閣下」「家居」所在之主建築物,包括其牆壁、閘及圍欄,但不包括地基、排水渠或最低樓層底下的建築物任何部份。

### 「家居財物」

指屬於「閣下」及/或「住戶」之傢具、「固定附著物」、「裝置」、 平板玻璃、固定玻璃物品、衣服、「家居」用品、「個人物品」、 桌上型電腦、筆記簿型電腦、平板電腦、「電子通訊產品」、 「貴重物品」、郵票、錢幣或徽章收藏集、酒類及室內裝修,但 不包括:

- (a)「家居」之任何結構部份、不屬於「閣下」或「閣下」名下的 「固定附著物」及「裝置」、外置電視及收音機天線、天線 「裝置」、天線杆及天線塔。
- (b) 走廊、陽台、平台、露台、前院及露天地方內或上之 財物。
- (c) 其他保險保單更加特定註明承保的財物。
- (d) 契約、債券、匯票、本票、任何文件、手稿、彩票、紀錄 或電腦紀錄及任何形式「金錢」。
- (e) 車輛、船舶、單車或相關配件。

- (f) 植物及動物。
- (g) 鍋爐、工業機器及商用機器。
- (h) 建造或搭建中物業。
- (i) 排水渠及水管。
- (j) 隱形眼鏡。
- (k) 違規建築物或結構。

### 「自負額」

指任何於本「保單」下不承保之指定金額及在「蘇黎世」按本「保 單」就各相關章節下作出賠償前須由「閣下」及/或「住戶」首先 自行承擔之金額。

### 「家傭」

指任何於「保險期」與「閣下」及/或「住戶」存有「僱員」合約而 合約訂明的工作性質為於「閣下」「家居」內處理家務的全職同住 「僱員」。

### 「電子通訊產品」

指傳呼機、便攜式/手提電話、智能手提電話、個人數碼助理 等。

### 「緊急情況」

指「閣下」「家居」發生的突發及不可預見事件,對「閣下」、「住 戶」成員或第三者的生命或財物構成威脅或直接危害,以致必 須即時安排水電技師或鎖匠提供臨時修理/維修服務。

### 「僱員」

指《僱員賠償條例》(香港法例第282章)詮釋的僱員。

### 「裝置」

指非永久固定於「閣下」「家居」而「閣下」可遷移至新居之物品。

### 「固定附著物」

指永久固定於「閣下」「家居」而「閣下」不可遷移至新居之物 品,包括但不限於地板、窗戶及大門。

### 「家居」

指「閣下」及/或「住戶」並擁有或佔用之私人居所、房屋或私人 居住單位,並於「附表」列為承保地點。

### 「住戶」

指「閣下」永久性居於「家居」內的家庭成員、親屬及或其他人 士,但任何與「閣下」有租賃協議的租戶則除外。

### 「責任限額」/「投保額」

指「附表」註明之責任限額或受保金額。

### 「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、旅行用之交通票據、存款證、郵票、禮券、八達通、八達 通手表及任何形式電子錢幣。

### 「保險期」

指「附表」註明之保險期。



### 「個人物品」

指日常生活一般穿戴或攜帶的財物,但不包括:

- (a) 其他保險保單更加特定註明承保的財物。
- (b) 契約、債券、匯票、證券、文件、手稿、業務、專業或貿 易貨物或設備。
- (c) 任何「電子通訊產品」。
- (d) 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」。
- (e)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。
- (f) 使用中的體育服裝及裝備。

### 「保單」

指本保單文件及「蘇黎世」發予「閣下」及「住戶」陳述條款及承 保範圍之「附表」。

### 「保費」

指「附表」列明之保費款項。

#### 「附表」

指附屬及構成本「保單」一部分之「保單」附表。

### 「貴重物品」

指珠寶、黃金、銀、貴重金屬、皮草、腕錶、古玩、藝術品及 古董。

### 「閣下」

指「附表」上註明為受保人之人士。

### 「蘇黎世/承保人/本公司」

指蘇黎世保險有限公司(於瑞士註冊成立之有限公司)。

### 第二部分 — 承保範圍

### 第1節 一 法律責任

#### 承保責任

### 業主法律責任

1.1 如「保險期」內於「閣下」的「家居」發生「意外」以致 其他人士蒙受「身體損傷」或招致財物受損,而「閣 下」及/或「住戶」作為「家居」的業主由此招致任何 法律上的賠償責任,「蘇黎世」將就此向「閣下」及 「住戶」作出賠償。

#### 佔用人法律責任

1.2 如「保險期」內於「閣下」的「家居」發生「意外」以致 其他人士蒙受「身體損傷」或招致財物受損,而「閣 下」及/或「住戶」作為「家居」的佔用人由此招致任 何法律上的賠償責任,「蘇黎世」將就此向「閣下」及 「住戶」作出賠償。

### 寵物主人法律責任

1.3 如「閣下」及/或「住戶」作為寵物的主人,因其在香 港飼養及同住的寵物在「保險期」內於香港任何地方 發生的「意外」導致他人蒙受「身體損傷」或招致財物 受損,以致需承擔法律上的賠償責任,「蘇黎世」將 就此向「閣下」及「住戶」作出賠償。

### 全球性個人法律責任

- 1.4 「蘇黎世」將就下述情況為「閣下」及/或「住戶」的個人於法律上的賠償責任作出賠償:
- 1.4.1 處於香港任何地方並因「保險期」內任何「意外」引致 他人蒙受「身體損傷」或財物受損而需承擔的法律上 的賠償責任。
- 1.4.2 處於香港以外任何地方並因「保險期」內任何「意外」 引致他人蒙受「身體損傷」或財物受損而需承擔的法 律責任,惟「閣下」及/或「住戶」身處外地的時間不 可多於連續30天。
- 1.5 此外,「蘇黎世」將就下述情況為「閣下」及/或「住 戶」因「家傭」於「僱員」合約期間工作時疏忽或任何 行為所引致的個人於法律上的賠償責任作出賠償:
- 1.5.1 處於香港任何地方並因「保險期」內任何「意外」引致 他人蒙受「身體損傷」或財物受損而需承擔的法律 責任。
- 1.5.2 處於香港以外任何地方並因「保險期」內任何「意外」 引致他人蒙受「身體損傷」或財物受損而需承擔的法 律上的賠償責任,惟「家傭」身處外地的時間不可多 於連續30天。

### 支出及法律費用

- 1.6 「蘇黎世」將支付本節下符合以下條件的開支、支出 及法律費用:
- 1.6.1 所有經「蘇黎世」事先書面同意,及由「蘇黎世」或 「閣下」及/或「住戶」就任何索償達成和解或提出抗 辯所招致之開支、支出及法律費用。
- 1.6.2 任何索償人就該責任賠償向「閣下」及/或「住戶」成 功追討的所有開支、支出及法律費用。

### 法定遺產代理人(適用於遺囑認證及遺產管理書)

 如「閣下」或「住戶」的法定遺產代理人盡力遵守本 「保單」的條款與規章,「蘇黎世」亦會就「閣下」或 「住戶」招致的責任向「閣下」或「住戶」的法定遺產代 理人支付賠償。

### 租客責任

1.8 如「閣下」以租客身份租住的「樓宇」受損,以致需承 擔法律責任,「蘇黎世」將向「閣下」及/或「住戶」作 出賠償,然而,「蘇黎世」不會對「閣下」及/或「住 戶」若非因租約訂明便無須承擔的責任作出賠償。



### 業主就公用地方承擔的責任

- 1.9 在遵從第1.9.1至1.9.3節規定的前提下,如「閣下」 及/或「住戶」是「家居」的業主,「蘇黎世」亦會就 「閣下」及/或「住戶」作為「家居」所在「樓宇」公用部 份共同業主之一而需承擔的法律上的賠償責任作出 賠償。
- 1.9.1 純粹就本額外保障而言,"公用部份"、"「樓宇」"及
   "業主"的釋義與《建築物管理條例》(香港法例第 344章)分別就公用部份、建築物及業主所訂的相 同。
- 1.9.2 若有任何其他保單會就第1.9節所包括的法律責任 提供賠償,本額外保障只會於以下情況適用:
- 1.9.2.1 有關的責任必須是無法根據任何由「閣下」及/或「住 戶」擁有的其他保險保單索償,本額外保障方始生 效;或
- 1.9.2.2 本額外保障只適用於超出其他保單已付或應付金額 的溢額賠償。
- 1.9.3 遵從前述1.9.2規定,本額外保障只適用於並且只限 於「閣下」及/或「住戶」作為「樓宇」根據上述《建築 物管理條例》第39條所釐定的不可分割份數的共同 業主而按比例攤分的個別責任(為免存疑,現聲明概 不適用於共同責任)。

### 不承保責任

1.10 「蘇黎世」不會承保任何由以下情況引致的責任:

### 「住戶」/「僱員」

- 1.10.1 「閣下」、「住戶」或「閣下」或「住戶」之任何「僱員」 或「家傭」蒙受的「身體損傷」。
- 1.10.2 「閣下」、「住戶」或「閣下」或「住戶」之任何「僱員」 或「家傭」擁有、保管或控制的財物損壞。

### 升降機及扶手電梯

1.10.3 使用升降機或扶手電梯所引致或關連的「身體損傷」 或財物損壞。

### 其他「樓宇」

1.10.4 「閣下」除「家居」或「樓宇」外對任何其他土地或建築 物的擁有或佔用。

### 業務及事業

1.10.5 「閣下」或「住戶」進行或從事任何職業、業務或 事業。

### 車輛

1.10.6 「閣下」或「住戶」所擁有、佔管或使用或代表「閣下」 或「住戶」看管或控制之車輛、用作賽事用途之腳踏 車、船、飛機或模型飛機或任何形式之無人機系統 (於香港境內作閒暇活動使用的電力驅動無人機系統 除外,但操作時需符合香港民航處的所有規定及 指引)。

### 合約責任

 1.10.7 協議規定的責任,除非即使無該項協議「閣下」及 「住戶」亦需承擔的責任則例外。

### 未經許可建築工程

1.10.8 受保「樓宇」內或上之現有或新建未經許可結構及/ 或未經許可建造、搭建、拆卸、修理、安裝及翻新 工程。於本條款而言,未經許可結構及/或未經許 可建築工程將依照《建築物條例》(香港法例第123 章)詮釋。

### 電子資料不承保事項

- 1.10.9 任何電腦編碼、程式或其他數據之傳送。
- 1.10.10 未經授權下擅取或登入任何資料。

### 石棉不承保事項

1.10.11 石棉、石棉產品或任何含有石棉之產品。

### 「蘇黎世」最高「責任限額」

1.11 「蘇黎世」於本節中最高的賠償責任(包括所有費 用、開支及法律費用),不可超過保障表或其他於 「附表」就本節訂明任何一宗「意外」或任何一個「保 險期」的「責任限額」。

### 「自負額」

 1.12 「蘇黎世」無須賠償每宗不多於保障表或「附表」中就 本節「自負額」訂明的損失金額。

### 第2節一「家居財物」

#### 承保事項

2.1 如於「保險期」內「閣下」及/或「住戶」「家居」內的「家居財物」蒙受任何「意外」損失、損毀或損壞,「蘇黎世」將向「閣下」及/或「住戶」作出賠償,惟「蘇黎世」只會就「閣下」及/或「住戶」「家居」內的「電子通訊器材」因火災、雷電、爆竊或企圖爆竊而引致的任何「意外」損失、損毀或損壞作出賠償,「閣下」並須於發現有關「意外」的24小時內報警。

### 不承保事項

2.2 除非另有説明,「蘇黎世」不會對「閣下」及/或「住 戶」就下列事故直接或間接引致之損失、損毀或損壞 作出賠償:

### 盜竊

- 2.2.1 「家居財物」被偷竊,惟竊匪強行或行使暴力進入或 離開「閣下」「家居」並於發現事件後24小時內報警 的損失則除外。
- 2.2.2 被「閣下」、「住戶」或「閣下」的「家傭」或任何經「閣下」或「住戶」或其「僱員」或「家傭」批准進入「家居」 之人士偷竊的「家居財物」。



### 不誠實行為

2.2.3 因「閣下」及/或「住戶」欺詐行為、哄騙或其他虛假 手段。

### 自然損耗

- 2.2.4 自然損耗、生銹、侵蝕、霉菌、溫度或濕度改變。
- 2.2.5 「蘇黎世」會為上述2.2.4的原因而引致其他財物的損 失、損毀或損壞作出賠償。

### 動物造成的損毀

2.2.6 任何「家居」寵物或昆蟲、幼蟲或任何有害蟲鼠造成 的噬咬、刮花、撕裂或弄污損毀。

### 無人居所

2.2.7 「閣下」「家居」連續30天無人居住後發生之偷竊或 水浸事件而招致的損失或損壞。

### 出借、出租或轉讓

2.2.8 「閣下」「家居」因其中一部份被出借、出租或轉讓而 招致的損失或損壞。

### 電力/機械故障

- 2.2.9 電流(雷電除外)導致任何電力設施、裝置或電線 損毀。
- 2.2.10 任何電力或機械故障、失靈或過熱,但被雷電直接 擊中導致的損失、損毀或損壞除外。
- 2.2.11 「蘇黎世」會為上述第2.2.9節及第2.2.10節的原因而 引致其他財物的損失、損毀或損壞作出賠償。

### 「蘇黎世」最高「責任限額」

- 2.3 於「保險期」內,「蘇黎世」根據本節(包括本節所有 額外保障)支付的最高「責任限額」不會超過保障表 或「附表」就本節訂明的任何一宗「意外」的總「投 保額」。
- 2.3.1 除非特別向「蘇黎世」聲明並獲得「蘇黎世」同意,否則於「保險期」內,「蘇黎世」就「閣下」「家居」每項「貴重物品」所支付的最高賠償總額不會超過保障表或「附表」中就本節「貴重物品」訂明的任何一宗「意外」的總「投保額」。
- 2.3.2 除非特別向「蘇黎世」聲明並獲得「蘇黎世」同意,否則於「保險期」內,「蘇黎世」根據本「保單」就任何一件物件所支付的最高賠償總額不會超過保障表或「附表」中就本節個別物件訂明的個別限額。
- 2.3.3 本「保單」就「家居財物」之「投保額」:
  - (a) 於12月整月內及農曆新年的首七天發生的賠償 額外自動提高百分之十(10%)。
  - (b) 於「閣下」或「住戶」結婚日的前一個月及後一個 月發生的賠償額外自動提高百分之十(10%)。

### 2.4 付款依據

### 一套、一對或一組條款

2.4.1 如受保物件乃一對、一套或一組的組成部份,「蘇黎 世」所支付的賠償額將不會超過損失或損壞部分的價 值,而不論該組成為一對、一套或一組部分具有特 殊價值亦然。於任何情況下,「蘇黎世」支付的賠償 額不會超過該一對、一套或一組物品「投保額」的比 例部份。

### 舊換新基本條款

2.4.2 「蘇黎世」可選擇以等同新的財物替換原有財物,亦 可將財物維修至相等於但不會勝過新購時的狀態, 又或支付替換或維修費用(兩者以較低為準),而不 會扣減自然損耗值或折舊值。

### 綠色生活保障

- 2.4.3 若「閣下」或「住戶」於「家居」內的「能源效益標籤電器」因任何「意外」損失及損毀,而選擇按項目2.3.5 所訂明的不能修復情況下,以相同或提高品質的產品更換受損產品,此「保單」將為此價值相同或類似的新產品提供額外百分之十(10%)的保障額。
  - (a)「蘇黎世」就本項保障為此價值相同或類似的新 產品將額外支付不多於新產品購入價之百分之 +(10%)。
  - (b) 綠色生活保障受制於保障表或「附表」就本節訂 明的總「投保額」。
  - (c) "能源效益標籤產品"泛指於《能源效益(產品標 籤)條例》(香港法例第598章)所訂明之 "表列 型號"。於本條款而言,"訂明產品"及"表列型 號"將依照《能源效益(產品標籤)條例》(香港法 例第598章)詮釋。

### 「自負額」

2.5 「蘇黎世」無須賠償每宗不多於保障表或「附表」中就 本節「自負額」訂明的損失金額。

### 額外保障

受限於保障表或「附表」就本節訂明的任何一宗「意外」及「保險 期」內的總「投保額」,「蘇黎世」並會向「閣下」及/或「住戶」作 出以下額外賠償:

### 冷藏食物變壞

- 1. 食物「意外」損失或損壞:
  - (a)因溫度驟升驟降或製冷劑或製冷煙污染導致「閣下」 「家居」內的家用冰箱或雪櫃內的食物「意外」損失或 損壞。
  - (b) 於「保險期」內因本節承保的任何事故導致「閣下」「家 居」內的家用冰箱或雪櫃損壞後取出食物造成損失或 損壞。



- 2. 「蘇黎世」不會支付以下損失或損壞:
  - (a) 由蓄意行為或任何電力供應商或政府機構拒絕或限制 供電所致。
  - (b)「閣下」或「住戶」故意疏忽所致。
  - (c) 如在事故時「閣下」的家用冰箱或雪櫃生產已超過十 年。
- 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗「意 外」不多於保障表或「附表」訂明的本保障之最高保障額。

### 室外「家居財物」保障

- 擺放於「樓宇」走廊、陽台、平台、露台、前院及露天地方 內或上的「家居財物」的任何「意外」損失及損毀。
- 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗 「意外」不多於保障表或「附表」訂明的本額外保障之最高保 障額。
- 3. 本額外保障下的賠償受限於本節的付款依據(如適用)。

### 清理碎礫

- 「閣下」或「住戶」經「蘇黎世」事先書面同意清理任何在受 保事件中損毀或損壞的「家居財物」的碎礫所招致之費用與 開支。
- 2. 「蘇黎世」不會支付下列費用或開支:
  - (a) 清理並非位於「家居」或毗連範圍的碎礫所招致的費用 或開支。
  - (b) 直接或間接由污染或沾污引起的費用或開支。
  - (c)因執行任何監管或管制建築、安裝、修理、更換、拆 卸、佔用、操作或以其他方式使用此等財物的相關法 律、規例或規則所招致的費用或開支。
  - (d) 為任何一宗「意外」多於保障表或「附表」訂明的本額 外保障之最高保障額。

#### 臨時居所

- 如「家居」因事故而導致不宜居住,「蘇黎世」將賠償「閣下」、「住戶」及/或其在香港飼養的寵物另覓同類居所暫住 直至「閣下」「家居」再次適宜居住為止所支付之必要及合理 費用及/或膳食費用。
- 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗 「意外」不多於保障表或「附表」訂明的本額外保障之最高保 障額。

### 風水顧問費用

- 如「家居」因發生本節承保的任何事故而不宜居住所引致並 經「蘇黎世」事先書面同意的風水顧問費用。
- 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗 「意外」不多於保障表或「附表」訂明的本額外保障之最高保 障額。

### 暫時搬遷

- 「家居財物」因清潔、翻新、修理或進行類似活動而暫時搬 離「家居」,並在香港運輸途中「意外」損壞。
- 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗 「意外」不多於保障表或「附表」訂明的本額外保障之最高保 障額。
- 3. 本額外保障下的賠償受限於本節的付款依據(如適用)。

### 搬遷新居

- 聘請專業搬運公司將「閣下」的「家居財物」由現時居住的 「家居」搬至「閣下」及「住戶」居住的香港任何「樓宇」時招 致的「家居財物」「意外」損失或損壞。
- 「蘇黎世」不會為被置於無人看管的車輛內的「家居財物」的 任何損失或損壞作出賠償。
- 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗 「意外」不多於保障表或「附表」訂明的本額外保障之最高保 障額。
- 4. 本額外保障下的賠償受限於本節的付款依據(如適用)。

### 未經授權使用信用卡

- 「閣下」或「住戶」的個人財物在世界任何地方「意外」丟失 或失竊而導致信用卡被未經授權使用而造成的損失,惟該 事件必須於發現有關「意外」的24小時內向當地警方報失。
- 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗 「意外」不多於保障表或「附表」訂明的本額外保障之最高保 障額。

### 「金錢」失竊

- 「閣下」或「住戶」在世界任何地方「意外」丟失或失竊而導 致的「金錢」損失,惟該事件必須於發現有關失竊「意外」 的24小時內向當地警方報失。
- 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗 「意外」不多於保障表或「附表」訂明的本額外保障之最高保 障額。

### 補領個人證件

- 「閣下」或「住戶」的個人財物在世界任何地方「意外」丟失 或失竊而導致必須補領個人證件及信用卡的有關補領費 用,惟該事件必須於發現有關「意外」的24小時內向當地 警方/當地大使館及發咭機構報失。
- 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗 「意外」不多於保障表或「附表」訂明的本額外保障之最高保 障額。



### 「電子通訊產品」或筆記型電腦或平板電腦之維修費用保障

- 「閣下」或「住戶」的「電子通訊產品」或筆記型電腦或平板 電腦在全球任何地方因「意外」導致的物質損壞而引致必要 的維修費用,但不包括:
  - (a) 因盜竊、搶劫或意外遺失而引致的損失。
  - (b) 因老化、磨損、逐漸退化、刮花或出現凹痕而引致的 損毀。
  - (c) 電力/機械故障而引致的損毀。
  - (d) 液體而引致的損毀。
- 2. 本額外保障亦會受限於以下條款:
  - (a) 發生「意外」時任何在供應商或零售商生效保證計劃下 之產品不獲保障。
  - (b) 所有合保障資格之產品必須是在香港境內之產品生產 商或授權維修中心進行。
  - (c) 有關索賠必須以產品生產商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。
- 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗 「意外」不多於保障表或「附表」訂明的本額外保障之最高保 障額。

### 第3節 — 緊急援助服務

### 「本公司」提供的保障

3 「蘇黎世」安排了緊急家居支援服務,於「緊急情況」 下為「閣下」及「住戶」提供下列支援服務。如適用, 有關之額外保障會於保障表或「附表」內訂明。

### 電工支援

3.1 「閣下」及/或「住戶」的電力裝置及電器倘發生任何 故障,緊急家居支援服務可安排一名註冊電氣技師 進行緊急臨時修理。

### 水喉匠支援

3.2 「閣下」及/或「住戶」的水管及供水系統倘發生堵 塞、爆裂及溢水,緊急家居支援服務可安排一名持 牌水喉匠進行緊急臨時修理。

### 鎖匠支援

3.3 「閣下」及/或「住戶」「意外」反鎖於「閣下」「家居」內 外,緊急家居支援服務可安排一名鎖匠開啟大門及/ 或修理門鎖。此保障不會提供任何有關以非機械鎖 操作之門及/或門鎖支援服務。

### 不提供的保障

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3.4 就 3.1 至第 3.3 提及的保障而言,倘需要的修理需要 在「閣下」「家居」進行破牆或拆除工作,此保障不會 提供任何支援服務。

### 查詢及轉介服務

3.5 「蘇黎世」可以安排緊急家居支援服務,在「閣下」要 求時提供為「閣下」及/或「住戶」提供下列由「閣下」 及/或「住戶」自付費用的服務:

### 「家居」清潔服務

3.5.1 按「閣下」要求,安排一間專門清潔「家居」的公司處理「閣下」「家居」清潔問題。

### 轉介出診醫生/牙醫

3.5.2 按「閣下」要求,安排一名註冊醫生或醫療專家前往 「閣下」「家居」診症,或為「閣下」預約牙醫。

### 托兒/家務助理/看護支援

3.5.3 按「閣下」要求,安排一名保姆或家務助理在「閣下」 不在家時照顧「閣下」的子女或其他「住戶」。另外, 亦可安排一名合資格護士前往「閣下」「家居」照顧 「閣下」指定的任何人士。

#### 滅蟲服務

3.5.4 按「閣下」要求,安排一間專門滅蟲的公司處理「閣 下」「家居」蟲禍的問題。

緊急家居支援服務由「蘇黎世」指定的服務供應商提供。

緊急家居支援服務熱線 — +852 2886 3977

### 第4節一「樓宇」(自選保障)

### 承保事項

如「閣下」的「家居」於「保險期」內因「意外」招致任何損失、損毀或損壞,「蘇黎世」將支付賠償「閣下」及/或「住戶」因維修及更換「家居」的結構部份或任何隱藏「固定附著物」而引致的費用及支出。為免存疑,本節中提及的隱藏「固定附著物」應包括及僅限於「閣下」「家居」單獨使用的排水管,管道,電纜和電線等。

### 山泥傾瀉及地陷

- 4.1 「閣下」「家居」於「保險期」內地陷或山泥傾瀉直接導 致的的任何隱藏「固定附著物」或結構部份損失或損 壞,但不包括:
- 4.1.1 以下事故直接或間接引起、導致或招致的損失或 損壞:
  - (a) 海岸風化侵蝕、地層隆起。
  - (b) 相關工程建成後五年內結構下陷或填土地下沉。
- 4.1.2 地陷及/或山泥傾瀉造成徑道、行車道、圍欄、 閘、邊界及護土牆損失或損壞。
- 4.1.3 清理地陷及/或山泥傾瀉泥頭,或於地陷及/或山泥 傾瀉後修葺現場的費用,但需要修理的「閣下」「家 居」結構部份則不在此限。



- 4.1.4 設計或工藝不良或使用不良質料直接造成或引致的 損失或損壞。
- 4.1.5 任何性質的間接損失或損害。
- 4.1.6 經比例攤分釐定,於保單生效期內相隔連續72小時 發生的每宗不多於保障表或「附表」就本節山泥傾淙 及地陷的「自負額」訂明的損失金額。

### 不承保事項

4.2 「蘇黎世」不會就下列事故直接或間接引致之損失、 損毀或損壞向「閣下」及/或「住戶」作出賠償:

#### 不誠實行為

4.2.1 由「閣下」及/或「住戶」作出之不誠實、欺詐行為、 哄騙或其他虛假手段。

### 自然損失

4.2.2 自然損耗、維修不善、變壞、生銹或腐蝕、侵蝕、 外觀變化、霉菌、乾腐或濕腐、動物、雀鳥、昆 蟲、幼蟲或任何有害蟲鼠。

### 無人居住

4.2.3 「閣下」「家居」連續30天無人居住後發生水浸事件 所招致的損壞。

#### 政府執法

4.2.4 政府執行監管任何「樓宇」建造、修理或拆卸工程的 條例或法律。

#### 修理及維修

4.2.5 根據本節的受保事件非必要的翻新、改建、修理及 安裝工程。

### 「蘇黎世」最高「責任限額」

4.3 「蘇黎世」根據本節支付的最高限額不會超過重建或 修理「閣下」於本節中受保的「樓宇」至全新狀況所實 際招致的費用。

### 理賠依據

- 4.4 「蘇黎世」將支付重建或修復「閣下」的「家居」的結構 部份或任何隱藏「固定附著物」至全新狀況所實際招 致的費用。
- 4.5 如該物業不會修理或重建,「蘇黎世」只會向「閣下」 賠償該物業蒙受損失之前的價值,以及拆卸和清理 瓦礫的合理費用。

### 「自負額」

4.6 「蘇黎世」無須賠償每宗不多於保障表或「附表」中就本節「自負額」訂明的首先產生損失金額,除因火災、雷電及爆炸導致的損失外(「自負額」不適用)。

### 保證條款

- 4.7 於「保險期」內,「閣下」需保證:
- 4.7.1 「閣下」應保持「家居」、其「固定附著物」及結構部份 功用及狀態良好,並採取所有可行措施防止物業 受損。
- 4.7.2 「閣下」應依照香港政府所有法律、規例、守則及指引(包括香港土木工程拓展署轄下土力工程處發出的 《岩土指南第五冊 — 斜坡維修指南」的指引》,維修 「閣下」應負責的所有人工斜坡及護土牆。
- 4.7.3 如有以下情況,「閣下」必須即時通知「蘇黎世」:
  - (a)「閣下」「家居」之下、周圍或附近進行挖掘工程。於該情況下「蘇黎世」有權更改或取消本「保單」提供的保障。
  - (b) 任何承保風險發生,並正影響「樓宇」的任何部 份或其周圍環境。

### 額外保障

「蘇黎世」並會向「閣下」及/或「住戶」作出以下額外賠償:

### 清理碎礫

- 經「蘇黎世」事先書面同意,「閣下」及/或「住戶」清理「閣下」「家居」任何在受保事件中損毀或損壞的碎礫,或拆卸、拆除、支撐或支承此等部份所招致之費用與開支。
- 2. 「蘇黎世」不會支付下列費用或開支:
  - (a) 清理並非位於「閣下」「家居」或毗連範圍的碎礫所招 致的費用或開支。
  - (b)因來自「閣下」「家居」或其他地方的任何財物或碎礫 污染或沾污所直接或間接引起的費用或開支。
  - (c)因執行任何監管或管制建築、安裝、修理、更換、拆 卸、佔用、操作或以其他方式使用此等財物的相關法 律、規例或規則所招致的費用或開支。
  - (d) 超出實際重建總費用之百分之五(5%)的費用或開支。

### 建築師及測量師費用

- 經「蘇黎世」事先書面同意,「閣下」及/或「住戶」因還原受本節承保的「閣下」「家居」的任何隱藏「固定附著物」或結構部份,聘請建築師、測量師、工程師、律師及其他專業人所招致的必要的相關服務收費。
- 2. 「蘇黎世」不會支付以下費用或開支:
  - (a)「閣下」及/或「住戶」籌備索償所需的費用。
  - (b) 超出相關專業聯會所訂收費水平的費用。
  - (c) 超出實際重建總費用之百分之五(5%)的費用或開支。



### 第5節 — 全球「個人物品」^保障

### 承保事項

### 「個人物品」

- 5. 如「閣下」及/或「住戶」於「保險期」內在世界任何地 方因「意外」以致「個人物品」損失、損毀或損壞, 「蘇黎世」將作出賠償。若有關「意外」為偷竊或遺 失,「閣下」及/或「住戶」必須在發現事件後24小時 內向當地警方報失。
- 5.1 本節並不適用於第2節內其他額外保障已涵蓋之保 障範圍。
- ^可以自選保障方式為指定物件加添額外保障

#### 不承保事項

5.2 「蘇黎世」不會賠償以下事故直接或間接造成的損失、損毀或損壞:

### 有害蟲鼠及霉菌

5.2.1 有害蟲鼠、昆蟲、霉菌、自然損耗、其他磨損或修 理、修復或裝修之任何程序。

### 海關機構

5.2.2 任何被政府、公共、市級、地方當局或海關機構充 公、收歸國有、徵用或蓄意破壞之損失。

### 機械及電力錯亂

5.2.3 機械或電力錯亂、鏡片或玻璃遭刮花或破損,除非 此項損毀伴隨其他於本節另有承保的損壞。

### 「蘇黎世」最高「責任限額」

5.3 除非另行聲明並獲「蘇黎世」接納,否則於「保險期」 內,本節就任何一宗「意外」支付的最高賠償限額不 多於「附表」訂明的保障額及就每一件物品支付的最 高賠償限額。

### 理賠依據

5.4 「蘇黎世」將自行決定安排修理受保物件,或者支付 更換或修理損失或損壞受保物件所需的費用,但需 扣減衣物的自然損耗價值。如損失或損壞的物件無 法以符合經濟原則的費用替換,而「閣下」決定不予 替換,「蘇黎世」只會賠償物件在損失或損壞時的再 售市值。

### 一套、一對或一組條款

- 5.5 如受保物件乃一對、一套或一組的組成部份,「蘇黎 世」所支付的賠償額將不會超過損失或損壞部分的價 值,而不論該組成為一對、一套或一組部分具有特 殊價值亦然。於任何情況下,「蘇黎世」支付的賠償 額不會超過該一對、一套或一組物品「投保額」的比 例部份。
- 5.5.1 如受損物件屬於一套、一套或一組,「蘇黎世」不會 支付未損毀部分的替換費用。

### 不足額保險

5.6 如發生「意外」時,任何一件「閣下」及/或「住戶」於 本「保單」個別投保之「個人物品」的財物總值高於 「附表」列明的「投保額」,「閣下」及/或「住戶」需直 接按照不足額保險的比例分擔損失或損壞。

### 「自負額」

5.7 「蘇黎世」無須賠償每宗不多於保障表或「附表」中就 本節「自負額」訂明的損失金額。

### 第6節 一私人藝術品保障(自選保障)

### 承保事項

#### 私人藝術品

- 6 如「閣下」及/或「住戶」在「保險期」於「家居」內因「意外」引致「附表」中訂明及屬於「閣下」及/或「住戶」的私人藝術品損失、損毀或損壞,「蘇黎世」將作出賠償。若有關「意外」為偷竊或遺失,「閣下」及/或「住戶」必須在發現事件後24小時內向當地警方報失。
- 6.1 本節並不適用於第2節內其他額外保障已涵蓋之保 障範圍。

### 不承保事項

6.2 「蘇黎世」不會賠償以下事故直接或間接造成的損失、損毀或損壞:

### 自然損失

6.2.1 自然老化、有害蟲鼠、昆蟲、霉菌、自然損耗、生 銹、鏽蝕或其他逐步衰壞、氣候、濕度、光線或溫 度轉變有關之成因。

### 不誠實行為

6.2.2 由「閣下」及/或「住戶」作出之不誠實、欺詐行為、 哄騙或其他虛假手段。

### 處理過程損失

6.2.3 任何維修、重裝框架、修復、修整、裝修或其他類 似程序。

### 海關機構

6.2.4 任何被政府、公共、市級、地方當局或海關機構充 公、收歸國有、徵用或蓄意破壞之損失。

### 機械及電力錯亂

6.2.5 機械或電力錯亂、鏡片或玻璃遭刮花或破損,除非 此項損毀伴隨其他於本節另有承保的損壞。

### 「蘇黎世」最高「責任限額」

6.3 除非另行聲明並獲「蘇黎世」接納,否則於「保險期」 內,本節就任何一宗「意外」支付的最高賠償限額不 多於「附表」訂明的保障額。



### 理賠依據

6.4 「蘇黎世」將有權決定安排修理受保物件,或者支付 更換或修理損失或損壞受保物件所需的費用。如損 失或損壞的物件無法以符合經濟原則的費用下替 換,「蘇黎世」會賠償「附表」中所訂明的獨立約定金 額,惟最高保障額不會超過該物件在損失或損壞時 的合理再售市值。有關之索賠証明應由「閣下」及/ 或「住戶」提供足夠憑證來証明該單一價值不會超過 該物件在損失或損壞時的合理再售市值。

> 對於受保物件的部分損失或損壞索賠,「蘇黎世」只 會賠償合理及必要之修復成本或費用,賠償並不會 超過該物件的合理再售市值或「附表」中所訂明的約 定金額(以低者為準)。

> 本節所提述之"合理再售市值"是指由有意賣方及買 方於正常商業程序包括營銷活動後的交易金額,而 且是經過雙方的謹慎認同和確認下交易的。

### 一套、一對或一組

6.5 如受損物件是一對、一套或一組的組成部份並因此 具有特殊及較高價值,「蘇黎世」在理賠時將會計算 該特殊及較高價值部份,惟賠償不會超過該一對、 一套或一組的全額價值。當「蘇黎世」已支付賠償任 何一對、一套或一組的全額價值後,「蘇黎世」將完 全得到該物件一對、一套或一組的所有權。

### 額外保障

本節將延伸保障:

### 新購置物件

6.6 如「閣下」及/或「住戶」在「保險期」添置了額外物件 並且其總價值不超過「附表」中所訂明的總賠償額之 百分之十(10%),該額外物件會得到保障,惟「閣 下」必需於添置物件日子起之30日內通知「蘇黎世」 並且支付相關的額外保費。

### 物件回購

- 6.7 「閣下」及/或「住戶」將有優先權向「蘇黎世」回購被 追回之損失物件,惟該回購金額是以下述兩者較低 為準:
- 6.7.1 賠償金額加以物件追回時之"匯豐的港元最優惠利率"訂明的利息再加以所有相關之理賠及追回 貴用:
- 6.7.2 物件追回時其合理再售市值。

「蘇黎世」將於追回損失物件後通知「閣下」,而「閣下」及/或「住戶」應於接到通知後起之60日內完成 有關回購。

### 「自負額」

6.8 「蘇黎世」無須賠償每宗不多於保障表或「附表」中就 本節「自負額」訂明的損失金額。

### 第三部分 — 一般不承保事項

如因下列事故直接或間接招致或引起任何人士或財物蒙受任何 損失、損毀、損傷、疾病或損壞,又或招致關乎任何人士或財 物損失、損毀、損傷或損壞的責任,「蘇黎世」不會作出賠償。

### 1. 無法解釋的損失

無法解釋的損失或任何財物失蹤。

### 非法活動 任何「閣下」的刑事、惡意或非法行為,或任何人的刑事 行為。

### 3. 潛在的缺陷

「保險期」開始前發生的事故或「保險期」開始前已出現的 損壞。

### 4. 蓄意損壞

「閣下」或「住戶」或其「僱員」或「家傭」的蓄意行為。

### 5. 間接損失

任何性質的間接損失。

### 6. 貶值

任何財物的貶值或價值損失。

#### 7. 剝奪擁有權

- (a)因任何合法組成的機構充公、收歸國有、強佔或徵用 而被永久或暫時剝奪擁有權。
- (b) 因任何人士非法佔用所致的永久或暫時剝奪擁有權。

### 8. 未經許可建築工程

受保「樓宇」內或上之現有或新建未經許可結構及/或未經 許可建造、搭建、拆卸、修理、安裝及翻新工程。於本條 款而言,未經許可結構及未經許可建築工程將依照《建築 物條例》(香港法例第123章)詮釋。

### 9. 污染及沾污物

「閣下」及/或「住戶」將煙霧、水蒸氣、油煙、煙、酸性物 質、鹼性物質、有毒化學物、液體或氣體、廢料或其他刺 激物、沾污物或污染物排放、發放、釋放或漏出至土地或 空氣內、任何水道或水中而造成污染。

### 10. 輻射污染

因下列事故直接或間接招致或引起的任何支出、後果損 失、法律責任或財物損失:

- (a)任何核子燃料或核子燃料燃燒後所產生的核子廢料所 引致的電離子輻射或放射性污染。
- (b)任何爆炸性核子機組或核子港元件產生的輻射性、毒性、爆炸性或其他危險物質。
- (c)任何採用原子、核裂變、聚變或其他類似反應或放射 性力量或物質的核子武器。
- (d) 放射性、有毒、爆炸或其他危險或任何有污染性質的 放射性物質。



### 11. 戰爭

- (a) 戰爭、侵略、外敵入侵、敵對局面或交戰事件(不論 正式宣戰與否)或內戰;
- (b) 政變或平民叛亂升級或擴大至大規模的叛變事件、軍事政變、反叛、革命、軍事行動、篡權或與任何組織 (從法律上或實際上或透過恐怖活動或暴力參與推翻 政府活動之組織)有關或代表此等組織之人士所作的 行為。

### 12. 恐怖活動

- (a) 任何恐怖活動,不論是否由其他原因或事件同時或以 任何時序所致而造成之損失。
- (b) 任何抑制、防止、鎮壓、報復或回應恐怖活動的 行動。
- (c) 於本不承保事項,恐怖活動包括任何人或團體不論在 法律上或實際上獨自行動或代表任何組織或政府,為 達到政治、宗教、意識形態或類似目的(包括不論合 法與否)意圖影響任何國家在法律上或實際上的政府 或其任何政治分部,及/或威脅公眾或任何國家的部 份公眾的行為、準備或恐嚇行動,包括:
  - i. 涉及以暴力對待一人或多人;或
  - ï. 涉及財物損毀; 或
  - ⅲ. 危害生命但不包括執行行動的人; 或
  - iv.對健康或公眾或部份公眾的安全製造風險;或
  - v. 設計干擾或破壞某電子系統。
- (d)如有任何行動或訴訟關於「蘇黎世」引用此條款而不負 責任何損失或損毀,「閣下」需自行負責提供證據證明 該損失或損毀是受保範圍之列。

### 13. 聲震

以聲波或超聲波速度行駛的飛機或其他飛行裝置產生的壓 力波。

#### 14. 軟件及數據相關損失不承保事項

- (a) 任何"軟件損失",但不包括以下:
  - . 純粹因裝載程式、電腦軟件或操作系統、程式指令 或運輸、處理或含有數據的設備、硬件、媒體或裝 置直接實際損失或直接實際損壞造成的"軟件損失"。
  - ii. "軟件損失"導致火警或爆炸造成有形財物直接實際 損失或直接實際損壞。於本不承保事項,電子數 據、程式、電腦軟件或操作系統、程式指示及數據 均非有形財物。
- (b) "軟件損失"指因故障、失靈、失效、刪除、錯誤、發現「病毒」導致任何程式、電腦軟件或操作系統、程式指令或數據損失或損壞,或由此造成的使用不善、停用、功能減退、相關費用、開支或責任。

"軟件損失"包括但不限於經許可或未經許可使用任何 電腦、通訊系統、檔伺服器、網絡設備、電腦系統、 電腦硬件、數據處理設備、電腦記憶體、微型晶片、 微型處理器(電腦晶片)、集成電路或電腦內置的同類 裝置、任何程式、電腦軟件或操作系統、程式指令或 數據所導致的損失或損壞。

(c) "病毒"指影響任何電腦、通訊系統、檔案伺服器、網絡設備、電腦系統、電腦硬件、數據處理設備、電腦記憶體、微型晶片、微型處理器(電腦晶片)、集成電路或電腦內置的同類裝置、任何程式、電腦軟件或操作系統、程式指令或數據操作功能的軟件、數據或編碼,包括但不限於引入任何電子系統導致數據、軟件或電子業務系統被刪除、毀壞、破壞、損傷、失靈或操作不善的破壞程式、電腦編碼、電腦病毒、電腦蠕蟲、邏輯炸彈、拒絕服務攻擊、阻絕攻擊、惡意破壞、木馬程式或任何其他數據。

### 第四部分 — 一般保單條款

### 1. 妥為遵循

「閣下」及/或「住戶」必須遵從本「保單」之條款、條文、條件及批單,而「閣下」提供涉及風險之資料乃確實無訛, 「蘇黎世」方會履行保險責任。

#### 2. 整體協議

本「保單」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「保單」如有任何修改,必須獲得「蘇黎世」有關的負責人批准並簽發批單作實,方始生效。

### 3. 虛報或漏報資料

若「閣下」或任何代表「閣下」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。「蘇黎世」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, 「閣下」必須於收到「蘇黎世」發出之還款通知書後七日內退 還有關之保障賠償予「蘇黎世」。

#### 4. 風險變更

如有任何重要改變以致可能對本保險有重要影響,「閣下」 必須即時以書面通知「蘇黎世」。

### 5. 緊急家居支援服務

受委任提供服務之緊急家居支援服務機構乃是一間獨立服務供應商,在「閣下」要求下為「閣下」提供服務。「蘇黎世」、「蘇黎世」的附屬機構、代理或旗下的員工不會就緊急家居支援服務的有關服務供應商、該機構之員工、代理 或代表的任何行為、違責、疏忽錯誤或遺漏負責。

### 6. 其他保險

只適用於第1節適用如並非有本「保單」,「閣下」便會獲得 其他保險計劃的賠償,則「蘇黎世」只會支付其他保單賠償 額以外的溢額。



只適用於第2、4、5及6節適用如在蒙受損失當時,「閣下」或「閣下」的代表已投購任何其他保險保障承保財物的損失、損毀或損壞,「蘇黎世」只會賠償本「保單」各節損失的應計比例。

如其他保險訂明保障任何承保財物但有條款規定無須與本 「保單」共同分擔全部或部份損失,「蘇黎世」只會根據有關 財物價值的「投保額」,按比例支付賠償。

### 7. 合理謹慎

「閣下」必須:

- (a) 採取所有合理謹慎措施,以維持「閣下」「家居」、所有 「家居財物」及任何使用於「閣下」「家居」的物品之狀 態及功用良好。
- (b) 作出所有合理預防措施,避免引致「身體損傷」及財物 損壞。
- (c) 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。

### 8. 「保費」

「蘇黎世」保留權利根據適用的保險費率於「保費」到期日修改或調整「保費」,並於30天前以書面通知「閣下」,而首繳費將不予退還。

### 9. 取消「保單」

「蘇黎世」可向「閣下」發出30日事前書面通知取消本「保 單」,通知書將以掛號郵件方式寄至「閣下」最後為「蘇黎 世」所知的地址,並會將已扣減本「保單」執行期內按比例 調整之「保費」退還「閣下」,惟須於取消「保單」前的「保險 期」內並沒有任何索償紀錄。

「閣下」可以隨時取消此「保單」。如「保單」簽發或續約少 於一年,退保「保費」會按比例形式計算,而一年內不以新 「保單」替補。

若繳付「保費」方式為月繳,本「保單」之應繳「保費」為起 保日計算至取消「保單」生效日後的第一個週月日。

### 10. 索償通知

如要申請索償,「閣下」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,「閣 下」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「閣下」或「閣下」之個人代表 負責。如「閣下」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。

### 11. 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。

### 12. 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「閣下」於引致損 失的事件發生後滿12個月方提出之有關索償支付賠償。

### 13. 責任索償

「閣下」未經「本公司」事先書面同意,不可承認、否認或解 決任何索償。

### 14. 收款

若「閣下」及/或「住戶」不幸離世,「蘇黎世」保證「閣下」 及/或「住戶」的法定遺產代理人可以得到此「保單」的保障 及為「閣下」及/或「住戶」承擔任何責任,惟該法定遺產代 理人需遵守本「保單」的條款。

### 15.「保單」詮釋

本「保單」的詮釋及所載之任何詞彙均按照香港特別行政區 法律闡釋。

### 16. 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。

### 17. 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。

#### 18. 代位權

「本公司」有權自費以「閣下」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,「閣下」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。

### 19. 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,「閣下」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,「閣下」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。



### 20. 第三者權利

除保單持有人或「閣下」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。

### 21. 遵從基本條款

如「閣下」違反本「保單」任何條款,所有就本「保單」提出 的索償均告無效。

### 22. 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:https://www.zurich.com.hk/zh-hk/ services/privacy

「閣下」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「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。

### 23. 管轄法律及司法裁判權

本「保單」受香港法律及條例管轄及按其詮釋。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。

If any of the details in the policy is incorrect, or if you require further information, please do not hesitate to call American Express Insurance Customer Services Hotline\* at (852) 2903 9445.

若保單內所列資料有任何不符或 閣下欲垂詢有關保單的細節, 請致電美國運通保險客戶服務熱線\*(852)2903 9445。

\*Service hours: Monday to Friday, 9:00 a.m. to 5:30 p.m., Saturday, 9:00 a.m. to 1:00 p.m. (except public holidays) \*服務時間:星期一至五上午9時至下午5時30分,星期六上午9時至下午1時(公眾假期除外)



ZHM-AE-002-02-2020

Zurich Insurance Company Ltd (a company incorporated in Switzerland with limited liability) 25-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong

蘇黎世保險有限公司(於瑞士註冊成立之有限公司) 香港港島東華蘭路18號港島東中心25-26樓



# **Communicable Disease Endorsement**

(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.)

This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, damage, daim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test: for a Communicable Disease, orany property insured hereunder that is affected by such Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation there of, whether deemed living or not and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same.

# 傳染性疾病批單

(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。)

在所有適用的條款、條件和不承保事項的規定下,本保單承保於保險期間發生的直接實質損失或實質損毀引起的損失。因此,儘管本保單的任何其他 條款有相反的規定‧本保單不承保任何直接或間接由傳染病或傳染病的恐懼或威脅(不論是實際或意識到的)引致、引起、或於傳染病或傳染病的恐 懼或威脅(不論是實際或意識到的)的同時發生或以任何順序發生的任何損失、損毀、索償、費用、開支或其他款項。

就本批單而言,損失、損毀、索償、費用、開支、或其他款項包括但不限於為傳染病或受該傳染病影響的任何受保財產之清理、解毒、清除、監測或 測試的任何費用。

如本條款所述,傳染病是指可通過任何物質或媒介從任何生物體傳染給另一生物體的任何疾病,其中:

- 物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變種,不論其是否被視為活體,及
- 傳播方法,不論是直接或間接,包括但不限於空氣傳播、體液傳播、從任何表面或物體、固體、液體或氣體或生物體之間的傳播,以及
- 疾病、物質或媒介可能導致人類健康或人類福祉的損害或造成相關威脅,或可能導致本保險項下的受保財產造成損毀、惡化、價值損失、 可銷售性或使用性損失或造成相關威脅。

本批單適用於所有額外保障、附加保障、已豁免的不承保事項和其他授予的保障。保單的所有其他條款、條件和不承保事項保持不變。

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