



Passenger Prime Protection

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

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

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

We agree, in consideration of *your* payment of the premium and in reliance upon the statements, warranties or declarations *you* have made and subject to the terms and conditions of this policy and the attached *schedule*, we will insure the *insured person(s)* under those sections shown in the table of benefits during any *period of insurance* to pay the benefits defined to the *insured person* who sustain(ed) *injury* or incurs charges within the scope of coverage provided hereinafter upon recommendation of a *medical practitioner*.

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

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

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

PART 1 – DEFINITIONS

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

Accident/Accidental A sudden and unforeseen event that happens unexpectedly and causes *injury* to the *insured person* in *Hong Kong* while riding solely as a fare paying passenger (not as operator or crew member) in or on, boarding or alighting from any *public common carrier*, or as a passenger on a *private car*, which is licensed to operate in *Hong Kong*. For the avoidance of doubt, an accident shall be regarded as not occurring in *Hong Kong* if, at the time of the accident, the *insured person* has departed from *Hong Kong* by completing the departure clearance procedure of the *Hong Kong* Immigration Department.

Age/Aged Age at last birthday.

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

Confined/Confinement The *insured person* is admitted to a *hospital* as a result of *injury* upon the recommendation of a *medical practitioner* and continuously stays in the *hospital* prior to his/her discharge from the *hospital*. *Hospital* confinement will be evidenced by a daily room and board charge by the *hospital*.

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

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

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

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

Insured Person The person named in the *schedule* or subsequently endorsed hereon as insured person(s).

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

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

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

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

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

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

Policyholder or You or Your The policyholder shown in the *schedule* who is the applicant of this policy.

Private Car

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

Public Common Carrier

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

Relevant Documents

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

Schedule

The schedule attached to and incorporated in this policy.

Terrorism

An act of terrorism refers to any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), carry out any act, preparation or threat of action which is intended to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation for political, religious, ideological, or similar purposes. An act of terrorism must be confirmed and announced to the public by the relevant government. However, any event arising from *war*, invasion, act of foreign enemy, hostilities (whether *war* is declared or not), *civil war*, rebellion, insurrection, military force or coup, or any act with the use of nuclear engineering shall be excluded from this definition.

Total Disablement

When as the result of an *injury* and commencing within twelve (12) consecutive months from the date of an *accident* the *insured person* is totally disabled and prevented from engaging in each and every occupation or employment for compensation or profit for which the *insured person* is reasonably qualified by reason of his/her education, training or experience, or if the *insured person* has no business or occupation, total disablement means the inability of the *insured person* to perform any activities which would normally be carried out in the *insured person's* daily life.

War

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

We, Us or Our

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

PART 2 – BENEFITS

Section benefits contained hereunder are applicable in accordance with the table of benefits.

Table of Benefits

Coverage	Sum insured per <i>insured person</i> (HKD)
Geographical limit	<i>Hong Kong</i>
1. Personal accident	
(a) <i>Accidental death</i>	
- aged eighteen (18) to fifty-nine (59) years old	3,000,000
- aged six (6) months to seventeen (17) or sixty (60) to eighty (80) years old	1,000,000
or	
(b) <i>Permanent</i> disablement	100,000
2. Daily hospital income benefit	750 per day Max. 15 days per <i>accident</i>

Section 1 – Personal Accident

If during the *period of insurance*, an *insured person* sustains *injury* as a result of an *accident* and shall within twelve (12) consecutive months result in:

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

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

Compensation Conditions

1. Benefit shall only be payable for either (a) or (b) in respect of the same *accident*.
2. When a limb which had been partially disabled prior to an *injury* covered under the policy and which becomes totally disabled as a result of such *injury*, the sum insured payable shall be determined by *us* having regard to the extent of disablement caused by the covered *injury*. However, no payment shall be made in respect of the loss of a limb which was totally disabled prior to the *injury* covered under the policy.

3. In the event that 100% of the sum insured is paid either under Section 1(a) or (b), this policy shall then immediately cease to be in force. No premium for the unexpired period will be refunded.

Special Provisions

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

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

2. Maximum Liability on Accidental Death and Permanent Disablement

Where any individual life is insured under multiple policies which contain accidental death and permanent disablement covers and are issued by *us* and/or *our* related companies, the maximum liability in respect of any one individual life under all accidental death and permanent disablement covers shall not exceed HKD10,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.

Section 2 – Daily Hospital Income Benefit

In the event that the *insured person* is confined in a *hospital* in *Hong Kong* due to *injury* sustained as a result of an *accident* during the *period of insurance*, we shall pay a daily allowance to the *insured person* in accordance with the table of benefits.

PART 3 – GENERAL EXCLUSIONS

This policy does not cover death, disablement, *injury* or loss directly or indirectly caused by, resulting from or in connection with any of the following:

1. any *accident* occurred or *hospital confinement* outside *Hong Kong*;
2. any kind of disease or sickness; or any loss caused by an *injury* which is a consequence of any kind of disease;
3. any *hospital confinement* for cosmetic surgery, or for the purpose of rest and/or convalescence;
4. the *insured person's* participating in any illegal or unlawful acts;
5. riding or driving in any kind of motor racing, or engaging in a sport in a professional capacity or where the *insured person* would or could earn income or remuneration from engaging in such sport;
6. suicide, attempted suicide or intentional self-injury, insanity, mental disorder of any kind, psychosis, stress or depression, any condition under the influence of alcohol or drugs (other than those prescribed by a qualified *medical practitioner*), childbirth, pregnancy, miscarriage or Acute Mountain Sickness;
7. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), *civil war*, rebellion, revolution, insurrection, or military or usurped power, direct participation in strike, riot or civil commotion or any kinds of participation in any act of *terrorism*;
8. any *injury*, illness, death, loss, expense or other liability attributable to HIV (Human Immune Deficiency Virus) and/or HIV-related illness including AIDS and/or any mutant derivative or variations thereof however caused or however named;
9. any expenses, consequential loss, legal liability or loss or damage directly or indirectly arising from:
 - i ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

PART 4 – GENERAL PROVISIONS

1. Entire Contract

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

2. Age Limit and Eligibility

Unless specifically mentioned to the contrary, the insurance afforded under this policy shall only apply to the *insured person* who is aged between six (6) months and eighty (80) years old.

The *insured person* must be a *Hong Kong* resident in *Hong Kong* holding a valid *Hong Kong* identity card (or a valid *Hong Kong* birth certificate for *insured person* at or under the age of twelve (12)) with a residential address in *Hong Kong*.

3. Status Change

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

4. Notice of Claim

Notice of claims must be given to *us* within thirty (30) days from the date of the *accident* causing *injury* to the *insured person* or within thirty (30) days after the date on which the *insured person* is discharged from the *hospital*, whichever is later. In the event of *accidental* death, immediate notice thereof must be given to *us*.

All certificates, information and evidences required by *us* shall be furnished at the expenses of *you* or the *insured person's* or their personal representative shall be in such form and of such nature as we may prescribe. We shall be entitled to call for examination(s) by a medical referee at *our* expense. If *you* or the *insured person* do(es) not comply with this condition, we shall have the sole discretion to decide not to pay any benefits under this policy.

5. Proof of Loss

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

6. Claims Admittance

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

7. Medical Examination

We shall be entitled in the case of non-fatal *injury* to call for examination by a medical referee appointed by *us* if we deem necessary and in the event of death of the *insured person* to have a post-mortem examination at *our* expense.

8. Payment of Claims

All payment of claims in this policy shall be in *Hong Kong* dollars and are payable to the *insured person* after the receipt of due proof upon *our* approval. In the event of *accidental* death of the *insured person*, we will pay all the benefits to the estate of the *insured person*. All indemnities provided in this policy will be paid immediately after the receipt of due proof upon *our* approval, unless if the indemnity is in respect of *permanent total disablement*.

9. Misrepresentation or Non-disclosure

If *you* or the *insured person*, or anyone acting for *you* or the *insured person* make(s) a statement in the enrollment form as required during the application process (regardless of whether it is made verbally or in writing) or in connection with any claim knowing the statement is false or fail to act in utmost good faith, we will not be liable for any claim and all covers under this policy shall cease immediately. We will not be liable to refund any premium paid.

10. Premium Charge

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

11. Grace Period

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

12. Reinstatement of Policy

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

13. Cancellation

- i We have the right to cancel this policy or any section or part of it by giving thirty (30) days' advance notice in writing which will be sent to *your* latest email address in *our* record. Under no circumstances we will be obligated to reveal *our* reasons for cancellation. Whenever this policy is cancelled, there will be no refund of premium on the unexpired period.
- ii *You* have the right to cancel this policy by giving thirty (30) days' advance notice in writing to *us*. In such event, there will be no refund of premium on the unexpired period.

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

14. Termination of Policy

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

- i this policy ceases pursuant to the Clause 9 – Misrepresentation or Non-disclosure of this Part;
- ii *you* fail to pay after expiry of the 31-day grace period in accordance with Clause 11 – Grace Period of this Part; or
- iii either party cancel this policy by giving thirty (30) days written advance notice pursuant to Clause 13 – Cancellation of this Part; or
- iv upon payment of the benefits to the *insured person* or estate of *insured person* under "Section 1 – Personal Accident" under Part 2.

15. Renewal

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

16. Misstatement of Age or Sex

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

17. Clerical Error

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

18. 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.

19. Subrogation

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

20. Alternative Dispute Resolution

In the event of a dispute arising out of this policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of *Hong Kong* and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be *Hong Kong* law and the seat of arbitration shall be *Hong Kong*. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English.

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

21. Compliance with Policy Provisions

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

22. Governing Law

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

23. Statement of Purpose for Collection of Personal Data

All personal data collected and held by *us* will be used in accordance with *our* privacy policy, as notified to *you* from time to time and available at this website: <https://www.zurich.com.hk/en/services/privacy>

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

24. Rights of Third Parties

Other than *you* or the *insured person*, 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.

25. Languages

This policy is available in the Chinese and English languages. In the event of any conflict between the two versions, the English language version shall prevail.

CLAIMS PROCEDURE

Notify *us* through eClaim (www.zurich.com.hk/eclaim) within thirty (30) days from the date of any *accident causing injury* to the *insured person* or within thirty (30) days after the date on which the *insured person* is discharged from the *hospital*, whichever is later. In the event of *accidental* death, immediate notice thereof must be given to *us*.



- Customer Service Hotline: +852 2968 2288
(Monday to Friday 9:00 a.m. to 5:30 p.m.)
- Claims Hotline: +852 2903 9388
(Mon-Fri: 9:00am - 5:30pm; Sat: 9:00am - 1:30pm.)



ZURICH®

蘇黎世

「乘守護」乘客意外保障

請細閱本保單，如有任何修正請求，並請盡快提出。

本保單連同「附表」及嗣後發出的任何「有關文件」應以整體文件形式一併閱讀，並構成「閣下」與「本公司」之間的合約。除非獲「本公司」書面同意，否則合約內容不得更改。而「閣下」完成及向「本公司」提供的「乘守護」乘客意外保障投保表格及聲明，不論以口述（若是由「本公司」或「本公司」授權之代理錄音）或書面或數碼形式提供，均會構成本合約的依據。

「本公司」現與「閣下」協議，鑒於「閣下」支付保費及「本公司」信賴「閣下」各陳述、保證或聲明，以及遵從本保單及隨附之「附表」的條款與規章，「本公司」將於「保險期」內以保障表所載之保障項目承保「受保人」，如「受保人」因「損傷」而招致在下文所訂承保範圍內由「醫生」建議之費用，「本公司」將支付指定的保障。

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

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

此乃一份有法律效力的文件，敬請妥為保存。

第一部份 – 定義

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

「意外」	任何「受保人」以付款乘客身份（並非操作員、機師或機員）乘坐、登上或離開任何持牌可於「香港」營運的「公共交通工具」或「受保人」以乘客身份乘坐、登上或離開任何持牌可於「香港」行走的「私家車」所發生的不可預見或預料並導致「受保人」蒙受「損傷」之突發事件。為免存疑，如意外發生時，如「受保人」已透過完成出境手續離開「香港」，意外會被視為不在「香港」發生。
「年齡」	上次生日的年齡。
「內戰」	相同國家的公民或民族互相對抗而發生互相攻擊的戰爭或內部戰爭。
「住院」	因「損傷」而須遵照「醫生」囑咐入住「醫院」接受治療並在出院前一直逗留於「醫院」內。住院須以「醫院」發出的每日病房及膳食費用單據作證明。
「香港」	中華人民共和國香港特別行政區。
「醫院」	符合下列條件的機構： <ul style="list-style-type: none"> (i) 持牌醫院（如所在國家或司法管轄區規定領有牌照）； (ii) 主要業務為接受患病、染恙或受傷人士「住院」及提供醫療護理服務； (iii) 駐有註冊護士或合格護士每天24小時提供看護服務； (iv) 一名或以上持牌「醫生」時刻駐院； (v) 提供有組織的設施為「住院」病人進行醫學診斷及大型外科手術；及 (vi) 主要業務並非診所、護理院、療養院、復康院或同類機構，亦非戒酒所或戒毒所。
「直系親屬」	「受保人」的配偶、父母、配偶父母、祖父母、子女、兄弟姊妹、孫兒女或合法監護人。
「損傷」	「受保人」純粹因「意外」而非任何其他事故所蒙受之身體損傷。
「受保人」	「附表」或批註內註明為受保人（「insured person」）之人士。
「失肢」	手腕或足踝處或以上的肢體部份的完全分離。
「殘廢」	肢體或器官的「永久」完全喪失功能或「永久」完全分離。
「醫生」	已根據「醫生註冊條例」、「香港」法例第161章規定，註冊為醫生之人士，惟「閣下」、「受保人」或「直系親屬」除外。
「保險期」	「附表」內所訂明之保險有效期間，而「本公司」已接納「閣下」在「附表」內所訂明該保險期間之保費。
「永久」	「意外」發生之日起計，損害情況持續至少十二個月，並於此段時間結時沒有好轉之跡象。
「保單生效日」	在收受保費的前提下，列明於「附表」上之生效日期或列印在最近期的續保通知書上的續保日，以較後者為準。
「閣下」	本保單之投保人及於「附表」內註明為保單持有人的人士。
「私家車」	是指任何登記為私家車並在由「香港」運輸署所發出的車輛牌照上註明為私家車的車輛。
「公共交通工具」	任何由個別公司或個人持牌出租的機動客運交通工具，包括但不限於公共巴士、旅遊巴士、渡輪、氣墊船、水翼船、輪船、火車、電車或地下火車。
「有關文件」	有關文件包括「附表」、投保表格、聲明、附加契約、批單、附件及修訂本（不論以口述或書面形式）。
「附表」	隨附本保單並構成保單一部份之附表。
「恐怖活動」	任何個人或團體，不論獨自行動或代表任何組織或與任何組織有關連，為達到政治、宗教、信念或類似目的，作出任何意圖影響任何國家、政治部門，或由此而威脅公眾或任何國家的部份公眾的行為、準備或恐嚇的行動。任何恐怖活動必須經有關政府確認及公開宣佈，惟本定義並不包括「戰爭」、侵略、外敵行動、敵對局面（不論曾正式宣戰與否）、「內戰」、叛亂、暴動、軍事力量或政變，或任何使用核子技術的行為。
「完全傷殘」	「受保人」遭遇「意外」而蒙受「損傷」，並且於事發後連續12個月內完全不能從事任何根據「受保人」的學歷、專業訓練或經驗而可賺取薪金或利益的工作。如「受保人」並無從事任何職業或工作，完全傷殘則指「受保人」喪失應付日常生活事務的能力。
「戰爭」	兩國或多國因任何目的交戰，或主權國家之間的武装衝突，又或正式宣戰或未正式宣戰的公開軍事衝突，又或國與國之間經主權國正式授權而終止和平關係並陷入武装敵對的局面。

「本公司」 蘇黎世保險有限公司（於瑞士註冊成立之有限公司）。

第二部份 – 保障

此部分所列的保障將根據保障表於本保單適用。

保障表

保障	每名「受保人」之賠償額（港元）
地域限制	「香港」
1. 個人「意外」	
(a) 「意外」死亡	3,000,000
- 「年齡」介乎於18至59歲	1,000,000
- 「年齡」介乎於六個月至17歲或60至80歲	
或	
(b) 「永久」傷殘	100,000
2. 每日「住院」現金保障	每日750 每次「意外」最長15日

第一節 – 個人「意外」

倘「受保人」在「保險期」內遭遇「意外」而蒙受「損傷」，並於連續12個月內導致：

- (a) 「意外」死亡或
- (b) 以下任何一項「永久」傷殘
 - i 「永久」完全傷殘
 - ii 四肢「永久」癱瘓
 - iii 喪失任何一肢（「失肢」）或任何一肢「永久」完全「殘廢」

「本公司」將以保障表所列之賠償額賠償予「受保人」，並受以下賠償條款所規限。

賠償條款

1. 在同一宗「意外」中只會賠償以上(a)或(b)項一次。
2. 如「受保人」蒙受「損傷」前已出現肢體局部殘缺，而在「損傷」後變成完全殘缺，「本公司」會根據該「損傷」所引致的殘缺部份決定賠償額。倘於「損傷」前已出現的肢體完全殘缺，則有關之殘缺不獲保障。
3. 如「受保人」已於本第一節(a)或(b)項其中一項中獲得百分之百的賠償額，本保單便會即時終止。有關保單年度剩餘之保費將不獲退還。

特別條款

1. 因「公共交通工具」墮毀或沉沒導致失蹤

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

2. 意外死亡及永久傷殘之最高賠償責任

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

第二節 – 每日「住院」現金保障

如「受保人」於「保險期」內因「意外」而蒙受「損傷」，而需於「香港」「醫院」「住院」，「我們」將根據保障表支付每日現金津貼。

第三部份 – 一般不承保事項

本保單將不會承保因下列事故直接或間接引致的死亡、傷殘、「損傷」或其他損失：

1. 任何於「香港」以外的地點發生的「意外」或「住院」；
2. 任何性質之疾病；任何因疾病而引致之「損傷」；
3. 任何以美容為目的之美容手術或整容手術或以休息及/或療養為目的之「住院」；
4. 「受保人」參與任何非法或違法活動；
5. 以乘客或司機身份參與任何形式的賽車，又或參加職業體育活動或「受保人」可能或可以賺取收入或報酬的體育活動；
6. 自殺、企圖自殺或蓄意自我傷害、神經失常、任何神智不清、精神病、緊張或抑鬱、任何情況下受到酒精或藥物影響（除非由合格「醫生」處方）、任何性質之病症、分娩、妊娠、流產、或急性的高山病；
7. 「戰爭」、侵略、外敵行動、敵對局面（不論曾正式宣佈「戰爭」與否）、「內戰」、叛亂、革命、暴動、軍事政變或篡權行動、直接參與罷工、暴動或內亂或以任何形式參與「恐怖活動」；
8. 人體免疫力衰竭病毒(HIV)及/或任何HIV有關疾病引起，包括愛滋病(AIDS)及/或由其引起或不論如何命名之變種、衍生或變致病體，所引致的「損傷」、疾病、損失、費用或責任；
9. 直接或間接由下列原因造成的任何費用、間接損失、法律責任或任何財產損失或損毀：
 - i. 任何核子燃料、核子燃燒後所產生的核子廢料所產生的電離子輻射或放射性污染；或
 - ii. 任何核能裝置或元件所產生的放射性、有毒、爆炸性或其他危險物質。

第四部份 – 一般條款

1. 整體協議

本保單，包括所有「有關文件」，乃立約各方之間之整體協議。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「本公司」授權人員的批准並簽發批單作實，方始生效。為免存疑，「有關文件」亦會組成續保合約的部份，除非收到「閣下」在續約時的同意，所有資料會於續保時被視為真確及有效。

2. 「年齡」及資格限制

除非另有注明，在本保單生效日時，「受保人」「年齡」必須介乎於六個月至80歲。

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

3. 現況改變

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

4. 索償通知

如要申請索償，必須於引致「受保人」「損傷」的「意外」發生後30日內或「受保人」由「醫院」出院後30日內，以較後者為準，通知「本公司」。倘因「意外」死亡之索償，必須立即通知「本公司」。「本公司」所需之任何證明書、資料及證據，須依據「本公司」所定之形式及性質提交，而所需費用概由「閣下」或「受保人」或「閣下」/「受保人」之個人代表負責。「本公司」有權自費支付「受保人」於「本公司」指定的醫療機構進行檢查。如「閣下」或「受保人」不遵守本條款，「本公司」將不會支付本保單的任何保障。

5. 損失證明

所有損失證明文件需於「本公司」完成及/或終止治療後30日內呈交給「本公司」。倘有合理的理由不能於限期內將有關證明文件送交「本公司」，但已盡可能於限期後立即送出，且不過過180日之限，則不會被視為放棄申請賠償的權利。「本公司」所需之證書、資料及證據，須依據「本公司」所定之形式及性質提交。「本公司」概不會負責任何費用。

6. 索償時限

除索償已被「本公司」接納或為有待進行之未審結訴訟或仲裁外，於任何情況下，「本公司」概不會就「受保人」於蒙受任何「損傷」或「意外」後滿12個月方提出之有關索償支付賠償。

7. 身體檢查

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

8. 支付索償

本保單之所有索償將以港元支付及將在收到所有「本公司」承認之必須證明後支付予「受保人」。如「受保人」「意外」死亡，「本公司」會將所有尚未支付之賠償額交付予「受保人」的遺產承繼人。當「本公司」收受所需的證明文件並批核後，將根據本保單立即作出賠償，惟「永久」「完全傷殘」之賠償除外。

9. 虛報或漏報資料

若「閣下」或「受保人」或任何代表「閣下」或「受保人」之人士在投保表格及聲明或就任何索償知情地作出任何虛假陳述或未能遵行最高誠信，「本公司」概不就任何索償進行理賠責任，本保單規定之所有保障亦即時停止生效。「本公司」亦不會就已付保費作出任何退款。

10. 保費

- 本保單為年度保單。「閣下」可以以年繳方式付款予「本公司」。在首期保費支付後，所有往後的保費必須在到期日或之前支付。「閣下」必須負責繳付同年度之全年保費，保單方惟有效。
- 「本公司」保留權利，根據保費到期日適用的保費率以作調整。「本公司」會於調整保費前30天內以書面通知「閣下」。

11. 寬限期

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

12. 重訂保單

若「閣下」因欠繳保費而導致「本公司」宣佈保單過時失效，惟事後「閣下」向「本公司」提交令「本公司」滿意之重訂申請書，並提供可保性證明，「本公司」可能允許「閣下」重訂保單。但於保單失效期間發生之索償則不會獲得任何保障。重訂之保單只會保障「受保人」在復效日後所發生的「意外」而蒙受之「損傷」。

13. 取消保單

- 「本公司」有權以30日書面通知「閣下」取消保單或任何章節或部份。通知書將以電郵形式發送至「閣下」於「本公司」記錄內的最新的電郵地址。在任何情況下，「本公司」並無責任透露有關終止之原因，有關保單年度剩餘之保費將不獲退還。
- 「閣下」可於30日前向「本公司」提出書面通知以取消此保單，有關保單年度剩餘之保費將不獲退還。

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

14. 保障終止

本保單之保障將會在遇到下列較早發生之一項時自動終止：

- 根據本部份第9項-虛報或漏報資料所述之情況；
- 「閣下」未能根據本部份第11項-寬限期所述之情況，在31日寬限期內付款；或
- 任何一方根據本部份第13項-取消保單所述之情況，所以30日內書面通知取消本保單；或
- 符合本保單第二部份第一節個人「意外」所述之情況而「受保人」或「受保人」的遺產承繼人已獲得賠償。

15. 續訂保單

從「保單生效日」起計，本保單會維持最長一年生效期及由「本公司」酌情每年自動續保，惟「本公司」保留權利在每個「保險期」之續保時間前30日向「閣下」提供書面通知以更改條款，包括但不限於保費、保障、保障額或不承保事項。「本公司」沒有責任透露有關更改之原因。儘管如此，「閣下」可於本保單任何一個「保險期」之「保單生效日」前表示不接納更改，最後可以不實行續保。

16. 虛報事實

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

17. 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。

18. 法律訴訟

當書面索償證明文件根據本保單規定送交「本公司」後，60日內不得進行法律訴訟以求賠償。此外，「閣下」及「受保人」亦不得在「本公司」要求其提供索償證明之指定時限期屆滿一年後提出訴訟。

19. 代位權

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

20. 替代性爭議解決方案

如有任何關於本保單出現的爭議，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「你」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」的賠償申請即被視作已被撤回或放棄，並且不能根據本保單再次進行追討。

21. 遵從保單條款

如違反本保單任何條款，所有就本保單提出之索償均告無效。

22. 管轄法律及司法裁判權

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

23. 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」於不時適用的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。

24. 第三者權利

除「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。任何有關合約約第三者權益之法律將不適用於本保單。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。

25. 語言

本保單備有中文及英文版本。兩個版本如有任何歧義，概以英文版本為準。

賠償程序

於引致「受保人」「損傷」的「意外」發生後30日內或「受保人」由「醫院」出院後30日內，以較後者為準，透過「e索償」網上平台（www.zurich.com.hk/eclaim）通知「本公司」。倘因「意外」死亡之索償，必須立即通知「本公司」。

- 客戶服務熱線：+852 2968 2288
(星期一至星期五上午9時至下午5時30分)
- 索償熱線：+852 2903 9388
(星期一至星期五上午9時至下午5時30分；星期六上午9時至下午1時30分)

