

**ZURICH®**

# MediExpress China Medical Card Policy

Please read this policy carefully upon receipt and promptly request for any necessary amendments. If you would like a copy of this policy in large print, please contact our Customer Care Centre +852 2968 2288.

This policy together with the enclosed *schedule* and any endorsements subsequently issued should be read as if they are one document and form the contract between *you* and *us*. The MediExpress China Medical Card enrollment form and declaration which *you* completed and provided to *us*, verbal (if recorded by *us*) or written are the basis of this contract.

We will insure the *insured person(s)* under those sections shown in the *schedule* during any *period of insurance* for which we have accepted *your* premium, provided that all of the terms and conditions of this policy are complied with. This policy is an annual *China* medical policy which will be renewed subject to subsequent premium payments and *our* acceptance. *You* are responsible for the annual premium of any policy year when there is a claim made or service used.

Should *you* change any information given on *your* enrollment form, please keep *us* informed 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.

### Accident

A sudden and unforeseen event that happens unexpectedly and causes *injury* to the *insured person*.

### Appointed Hospital

Any *hospital* listed in the MediExpress China Medical Card Appointed Hospital List provided by *us*.

### China

The territorial limit of the People's Republic of China, but excluding *Hong Kong* and Macau.

### Confined / Confinement

The *insured person* is registered as an in-patient in a *hospital* for medical treatment for an *injury* or *illness* upon the recommendation of a *medical practitioner* and continuously stays in the *hospital* prior to his/her discharge from the *hospital*. *Hospital* confinement will be evidenced by a daily room and board charge by the *hospital*.

### Disability / Disabilities

*Injury* to or *illness* of the *insured person*. In the case of *injury*, it means all injuries arising from the same event or series of contiguous events. Successive disabilities arising from *injury* or *illness* of the *insured person* are treated as one (1) disability unless they result from different or unrelated causes or unless they are separated by at least ninety (90) days from the date of discharge from the *hospital* or the last consultation at the *medical practitioner's* office, whichever is the latest.

### Hong Kong

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

### Hospital

An establishment which meets all the following requirements:

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

### Illness

A physical condition marked by a pathological deviation from the normal healthy state during the *period of insurance*.

### Immediate Family Member

*Your* or the *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* solely and independently of all other causes.

### Insured Person

The name(s) listed under the "Insured Name" in the *schedule* who are the insured person of this policy.

### Loss of Hearing

*Permanent* irrecoverable loss of hearing where:

- If a dB = Hearing loss at 500 Hertz
- If b dB = Hearing loss at 1,000 Hertz
- If c dB = Hearing loss at 2,000 Hertz
- If d dB = Hearing loss at 4,000 Hertz
- 1/6 (a+2b+2c+d) is above 80dB.

### Loss of Limb

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

### Loss of Sight

The entire and *permanent* irrecoverable loss of sight.

### Loss of Speech

The disability in articulating any three of the four sounds which contribute to the speech such as the Labial sounds, the Alveololabial sounds, the Palatal sounds and the Velar sounds or total loss of vocal cord or damage of speech centre in the brain resulting in Aphasia.

### Loss of Use

Total functional disablement and is treated like the total loss of limb or organ.

### Medically Necessary/ Medical Necessity

Necessary for having or the necessity to have a medical service which is

- in accordance with standards of good and prudent medical practice; and
- necessary for such a diagnosis or treatment; and
- not furnished primarily for the convenience of registered *medical practitioner* or any other medical service providers; and
- furnished at the most appropriate level which can be safely and effectively provided to the *insured person*; and
- with respect to confinement, not furnished primarily for diagnostic scanning purpose, imaging examination or physiotherapy.

### Medical Practitioner

A person other than *you*, the *insured person* or *immediate family member*, legally licensed and duly qualified and authorized in the geographical area of his/her practice to render medical and surgical services.

### Period of Insurance

Except for Section 1 – Personal *Accident*, the period of insurance means the period of travel commencing from the time when the *insured person* departs from *Hong Kong* immigration office/counter for his/her journey to *China* and until (i) the time when the *insured person* arrives at any *Hong Kong* immigration office/counter or (ii) the expiration of one hundred and twenty (120) days period beginning from the date of each journey to *China*, whichever first occurs.

### Permanent

Last twelve (12) consecutive months from the date of an *accident* and at the expiry of that period being beyond hope of improvement.

### Permanent Total Disablement

When as the result of *injury* and commencing within twelve (12) consecutive months from the date of an *accident* in which the *insured person* is totally and permanently 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 the *insured person's* education, training or experience, or if the *insured person* has no business or occupation, it means the inability of the *insured person* to perform any activities which would normally be carried out by the *insured person* in his/her daily life.

### Pre-existing Condition

*Injury* or *illness*, physical defect or infirmity which have been diagnosed, caused or originated before the inception of this policy.

### Second Degree Burns

Both the epidermis and the underlying dermis are damaged.

### Schedule

The "Schedule" attached to and incorporated in this policy of insurance.

### Terrorism

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 organization(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

- involves violence against one or more persons; or
- involves damage to property; or
- endangers life other than that of the person committing the action; or
- creates a risk to the health or safety of the public or a section of the public; or
- is designed to interfere with or disrupt an electronic system.

### Third Degree Burns

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

### War

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

### We, Us or Our

Zurich Insurance Company Ltd

### You or Your

"The Insured" shown in the *schedule* who is the owner of this policy.

## Part 2 – Benefits

Table of Benefits

Coverage	Sum Insured Per Insured Person (HKD)	
	Standard Plan	Premier Plan
<b>Section 1 Personal Accident</b> (a) Personal Accident (b) Burns Cover	350,000 100,000	500,000 100,000
<b>Section 2 Medical Cover</b> (a) Medical Expenses including: – Sub-limit for out-patient consultation in hospital in China: (i) for illness: HKD200 per visit per day, maximum ten (10) visits per policy year (ii) for injury: 100% of Sum Insured – Follow-up Medical Expenses: up to 25% of Sum Insured (b) Compensate Transfer	350,000      150 / ride	500,000      150 / ride
<b>Section 3 Personal Liability</b>	1,000,000	2,000,000
<b>Section 4 Emergency Assistance</b> (a) Compassionate Visit (including one economy class round-trip airfare and actual accommodation expenses up to HKD1,000/day, max. 5 days) (b) Emergency Medical Evacuation (c) Repatriation of Mortal Remains (d) Return of Unattended Children (one economy class one-way airfare) (e) Deposit Guarantee for Hospital Admission (f) Emergency Cash Remittance (g) 24-hour Telephone Hotline and Referral Services	10,000  Actual Cost Actual Cost 10,000  39,000 5,000 Included	15,000  Actual Cost Actual Cost 15,000  39,000 5,000 Included

### Section 1 Personal Accident

#### Special definition applicable to Section 1 Period of Insurance

When applying to Personal Accident (Worldwide Cover), it means the period for which we have accepted your premium as stated in the *schedule*.

When applying to Personal Accident (China Cover), the *insured person's* coverage shall commence when:

- the *insured person* is travelling directly from his/her place of residence or place of regular employment in Hong Kong to Hong Kong Immigration Department office/counter within three (3) hours before the *insured person's* scheduled departure time of the carrier in which the *insured person* has arranged to travel for the purpose of commencing the journey in China; and
- the *insured person* is travelling directly from Hong Kong Immigration Department office/counter to his/her place of residence or place of regular employment within three (3) hours after the *insured person's* actual arrival time of the carrier in which the *insured person* has arranged to travel for returning to Hong Kong from the journey in China.

The *insured person* shall refer to the "Territorial Limit" stated in the *schedule* for details of Worldwide Cover or China Cover for this Section.

#### (a) Personal Accident

If during the *period of insurance*, an *insured person* sustains *injury* as a result of a covered *accident* and shall within twelve (12) consecutive months result in death or disablement as defined under one of the Events in the Compensation Table, we shall pay to the *insured person* the sum equivalent to the Percentage of Sum Insured for the Event stated in the Compensation Table hereunder.

Compensation Table

Events	Percentage of Sum Insured
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and Incurable Paralysis of All Limbs	100%
4. Permanent Total Loss of Sight of Both Eyes	100%
5. Permanent Total Loss of Sight of One Eye	100%
6. Loss of or the Permanent Total Loss of Use of Two Limbs	100%
7. Loss of or the Permanent Total Loss of Use of One Limb	100%
8. Loss of Speech and Hearing	100%
9. Permanent and Incurable Insanity	100%
10. Permanent Total Loss of Hearing in (a) both Ears (b) one Ear	75% 15%
11. Loss of Speech	50%
12. Permanent Total Loss of the Lens of One Eye	50%
13. Loss of or the Permanent Total Loss of Use of Four Fingers and Thumb of (a) Right Hand (b) Left Hand	70% 50%
14. Loss of or the Permanent Total Loss of Use of Four Fingers of (a) Right Hand (b) Left Hand	40% 30%
15. Loss of or the Permanent Total Loss of Use of One Thumb (a) both Right Joints (b) one Right Joint (c) both Left Joints (d) one Left Joint	30% 15% 20% 10%

16. Loss of or the Permanent Total Loss of Use of Fingers (a) three Right Joints (b) two Right Joints (c) one Right Joint (d) three Left Joints (e) two Left Joints (f) one Left Joint	15% 10% 7.5% 10% 7.5% 5%
17. Loss of or the Permanent Total Loss of Use of Toes (a) all – one Foot (b) great - both Joints (c) great – one Joint	20% 7.5% 5%
18. Fractured Leg or Patella with Established Non-Union	15%
19. Shortening of Leg by at least 5 cm	10%
20. Permanent disability not otherwise provided for under Events 10 to 19 inclusive, such percentage of the Sum Insured as we shall in its absolute discretion determine and being in its opinion not inconsistent with the Compensation provided under Events 10 to 19 inclusive.	

### Compensation

- Benefit shall not be payable for more than one (1) of the Events 1-20 in respect of the same *accident*. Should more than one (1) of the Events sustain from the same *accident*, only the Event with the highest compensation will be payable under this Section.
- For any Event of which the compensation we have paid is less than 100% of the Percentage of Sum Insured, the Sum Insured as stated in the *schedule* shall be reduced by such amount of compensation paid from the date of the *accident* until the expiry of this policy. Any claims made after such payment shall be calculated with the Sum Insured as stated in the *schedule* being multiplied by the Percentage of the Sum Insured of the relevant Event, but in no event shall the aggregate compensation payable exceed 100% of the Sum Insured as stated in the *schedule*.
- In the event that 100% of the Sum Insured is paid under this Section in respect of any one (1) *insured person*, this policy shall then immediately cease to be in force with regard to such *insured person*. No premium for the unexpired period will be refunded.
- If the *insured person* is left-handed and has specifically mentioned such fact to us, the percentages set out for Events 13-16 for the various *disabilities* of right hand and left hand will be transposed.

#### (b) Burns Cover

In the event that the *insured person* suffers from *second degree burns* or *third degree burns* on the Area listed hereunder as a result of a covered *accident* during the *period of insurance* and such condition is certified by a registered *medical practitioner*, we will pay up to the Sum Insured as stated in the *schedule* in accordance with the relevant Area listed in the following Compensation Table.

Compensation Table

Second Degree Burns or Third Degree Burns		
Area	Damage as a Percentage of Total Surface Area	Percentage of Sum Insured
Head	(a) Equal to or greater than 12% damage of total head surface area	100%
	(b) Equal to or greater than 8% but less than 12% damage of total head surface area	75%
	(c) Equal to or greater than 5% but less than 8% damage of total head surface area	50%
	(d) Equal to or greater than 2% but less than 5% damage of total head surface area	25%
Body (Exclude Head)	(a) Equal to or greater than 20% damage of total body surface area	100%
	(b) Equal to or greater than 15% but less than 20% damage of total body surface area	75%
	(c) Equal to or greater than 10% but less than 15% damage of total body surface area	50%

### Compensation

- Benefit shall not be payable for more than one (1) of the above Area in respect of the same *accident*. Should more than one (1) of the above Area be involved in the same *accident*, only the Area with the highest compensation will be payable under this Section.
- For any *second degree burns* or *third degree burns* resulting a damage on an Area listed in the Compensation Table above and existed prior to an *injury* covered under this policy, and which the same Area is damaged again due to *second degree burns* or *third degree burns* caused by such *injury*, the Percentage of Sum Insured payable shall be determined by us having regard to the extent of damage on the Area caused by the covered *injury*. In no event shall we pay for any damage on the Area sustained prior to the *injury*.
- For any Area of which the compensation we have paid is less than 100% of the Percentage of Sum Insured, the Sum Insured as stated in the *schedule* shall be reduced by such amount of compensation paid from the date of the *accident* until the expiry of this policy. Any claims made after such payment shall be calculated with the Sum Insured as stated in the *schedule* being multiplied by the Percentage of Sum Insured of the relevant Area, but in no event shall the aggregate compensation payable exceed 100% of the Sum Insured as stated in the *schedule*.
- In the event that 100% of the Sum Insured is paid under this Section in respect of any one (1) *insured person*, this benefit under Section 1(b) shall then immediately cease to be in force with regard to such *insured person*.

#### Maximum Liability on Personal Accident

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 (1) individual life under all Accidental Death and Permanent Disablement covers shall not exceed HKD5,000,000 in aggregate and each policy shall bear a proportionate share of the total loss.

#### Exclusions applicable to Section 1

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

## Section 2 – Medical Cover

### (a) Medical Expenses

If the *insured person* suffers from *injury* or *illness* during the *period of insurance* and incurs reasonable *medically necessary* expenses, we will reimburse the actual *medically necessary* expenses to the *insured person*. In the event of out-patient medical consultation, this benefit shall cover for medical consultation in *hospitals* in *China* only and subject to the following sub-limits:

- (i) For *illness*: HKD200 / visit / day; maximum ten (10) visits per policy year.
- (ii) For *injury*: 100% of Sum Insured as stated in the *schedule*.

### Follow-up Medical Expenses

This Section also insures the *insured person* up to the sub-limit as stated in the Table of Benefits against any actual *medically necessary* expenses charged by a *medical practitioner* in *Hong Kong* for the continuation of medical treatment sought by the *insured person* for the above *injury* or *illness* within three (3) months after the *insured person's* return to *Hong Kong*. No Follow-up Medical Expenses shall be provided if the *insured person* returns to *Hong Kong* after twelve (12) consecutive months from the first day of the above *injury* or *illness* was sustained.

In no event shall the total amount payable under this Section 2(a) - Medical Expenses exceed 100% of the Sum Insured as stated in the *schedule*.

### (b) Compassionate Transfer

When the *insured person* is discharged from an *appointed hospital* in *China*, we shall arrange an ambulance to transport the *insured person* to the point of railway, ferry harbour or airport. We will pay for this service only when it is arranged by us. The maximum benefit we will pay for each ride is the amount shown in the Table of Benefits.

## Exclusions applicable to Section 2

This Section does not cover:

1. non-essential medical treatment;
2. any loss or medical expenses arising from any travel contrary to the advice of a *medical practitioner* or for the purpose of receiving medical or surgical treatment;
3. dental care and treatment unless such cost is necessarily incurred due to the necessary dental treatment for the sound and natural teeth of the *insured person* and is caused by *injury* during the *period of insurance*;
4. cosmetic surgery, refractive errors of eyes or hearing-aids, and prescriptions therefor except necessitated by *injury* occurring during the *period of insurance*;
5. surgery or medical treatment which is not substantiated by a written report from the qualified *medical practitioner*;
6. surgery or medical treatment when in the opinion of the qualified *medical practitioner* treating the *insured person*, the treatment can be reasonably delayed until the *insured person* returns to *Hong Kong*;
7. any additional cost of single or private room accommodation at a *hospital* or charges in respect of special or private nursing except in the event of Emergency Medical Evacuation provided under Section 4(b); non-medical personal services such as radio, telephone and the like; procurement or use of special braces, appliances or equipment.

## Section 3 – Personal Liability

We will indemnify any amount which the *insured person* becomes legally liable to pay as compensation for an *accident* occurring during the *period of insurance* which causes *injury* to a third party or damage to property of a third party. However, the *insured person* must not make any offer or promise of payment or admit liability to any other party, or become involved in any litigation without our written approval.

We will pay up to the Sum Insured as stated in the *schedule* inclusive of costs agreed by us in writing.

## Exclusions applicable to Section 3

This Section does not cover liability arising directly or indirectly from:

1. any business, profession or trade;
2. any wilful, malicious or unlawful act of the *insured person* or any criminal acts;
3. liability to any person who is the *immediate family member* or *your* or the *insured person's* relative or employer or employee;
4. contractual liability;
5. ownership, possession, use or control of any vehicle, aircraft, watercraft, land, buildings, firearms or animals;
6. damage to property owned by or held in trust or in the custody of the *insured person* or the *immediate family member* or *your* or the *insured person's* relative or employer or employee;
7. any act of *terrorism*, regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
8. any action in controlling, preventing, suppressing, retaliating against or responding to any such act of *terrorism*.

## Section 4 – Zurich Emergency Assistance

Zurich Emergency Assistance will arrange for the following benefits in the event that the *insured person* has suffered from *injury* or *illness* during the *period of insurance*:

### (a) Compassionate Visit

In the event that the *insured person* suffered from *injury* or *illness* and being confined in a *hospital* in *China* for over three (3) consecutive days, Zurich Emergency Assistance will pay for one (1) economy class round-trip airfare, or any reasonable transportation means (on economy class basis only) and the reasonable hotel accommodation expenses necessarily incurred and up to the Sum Insured as stated in the Table of Benefits to one (1) *immediate family member* to travel over and to be with and/or take care of the *insured person*, the hotel accommodation expenses is subject to a maximum of HKD1,000 per day and maximum five (5) days. This coverage can only be utilized once during any one (1) journey in *China*.

### (b) Emergency Medical Evacuation

The actual cost of transportation, medical services and medical supplies necessarily and unavoidably incurred as a result of an emergency medical evacuation or repatriation of the *insured person*. The timing, means and final destination of evacuation will be decided by Zurich Emergency Assistance and will be based entirely upon medical necessity.

### (c) Repatriation of Mortal Remains

The reasonable and unavoidable expenses for transporting the *insured person's* mortal remains from the place of death back to *Hong Kong*, or the cost of local burial at the place of death as approved by Zurich Emergency Assistance.

### (d) Return of Unattended Children

Zurich Emergency Assistance will pay for a one-way economy class airfare, or any reasonable transportation means (on economy class basis only) up to the Sum Insured as stated in the *schedule* for returning the *insured person's* unattended child(ren) aged under seventeen (17) years back to *Hong Kong* in the event of death or *confinement* of the *insured person* in a *hospital* in *China* for over three (3) consecutive days due to *injury* or *illness*. If necessary, Zurich Emergency Assistance will also arrange a qualified attendant to accompany the unattended child(ren) on the return journey.

### (e) Deposit Guarantee for Hospital Admission

Upon admission to a *hospital* in *China* other than the *appointed hospital*, Zurich Emergency Assistance guarantee the medical expenses incurred by the *insured person* in the *hospital* up to a limit of HKD39,000 in respect of any one (1) *insured person*. Such deposit shall be fully refunded to us and is borne solely by the *insured person* unless otherwise covered under Section 2 of this policy.

### (f) Emergency Cash Remittance

In case of emergency as a result of loss or theft of all credit cards while the *insured person* is travelling in *China*, Zurich Emergency Assistance will assist the *insured person* by arranging the remittance or delivery of emergency cash up to a limit of HKD5,000. The provision of emergency cash to the *insured person* will be subject to Zurich Emergency Assistance first securing the relevant payment for the *insured person* through his/her credit card or from funds from the *insured person's* family or friends. The delivery cost and any other cost (if any) of such emergency cash will be at the *insured person's* own expenses.

### (g) 24-hour Telephone Hotline and Referral Services

- (i) Pre-trip Information Assistance
- (ii) Embassy Referral
- (iii) Medical Service Provider Referral
- (iv) Lost Passport Assistance
- (v) Lost Luggage Assistance
- (vi) Interpreter Referral
- (vii) Legal Referral
- (viii) Telephone Medical Advice
- (ix) Monitoring of Medical Condition When Hospitalized
- (x) Arrangement for Medical Expenses Guarantee

In respect of services (ix) and (x) above, hospitalization expenses or medical expenses charged to the *insured person* by a *hospital*, physicians other than our approved doctors, or any other medical professions are to be borne by the *insured person* unless otherwise covered under this policy.

**ZURICH EMERGENCY ASSISTANCE is rendered by the service provider which is nominated by Zurich Insurance Company Ltd**

## Exclusions applicable to Section 4

No service will be provided or paid under this Section:

1. when the *insured person* is located in areas which represent *war* risks or political conditions such as to make the provision of services under this Section impossible or reasonably impracticable;
2. for emergency medical evacuation or repatriation of mortal remains or other cost not approved in advance and in writing and/or not arranged by Zurich Emergency Assistance. This exclusion shall not apply to emergency medical evacuation from remote or primitive areas where Zurich Emergency Assistance cannot be contacted in advance and delay might reasonably be expected to result in loss of life or extreme prejudice to the *insured person's* prospect;
3. when the *insured person* is residing or travelling to *China* contrary to the advice of a *medical practitioner*;
4. when the *insured person* is residing or travelling to *China* for the purpose of obtaining medical treatment or for rest and recuperation following any prior accident or illness.

## Part 3 – General Exclusions

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

1. any *pre-existing condition*, congenital and hereditary condition;
2. any illegal or unlawful act by the *insured person* or confiscation, detention, destruction by customs or other authorities;
3. the *insured person* is not taking all reasonable efforts to avoid *injury* to minimize any claim under this insurance;
4. 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;
5. suicide or intentional self-inflicted injury;
6. insanity, mental or nervous disorders, any condition under the influence of alcohol or drugs (other than those prescribed by a qualified *medical practitioner*), alcoholism, drug addiction or solvent abuse;
7. any condition resulting from pregnancy, childbirth or miscarriage, abortion, pre-natal care as well as post-natal care and other complications arising therefrom, venereal disease;
8. any home leave while the *insured person* is confined to a *hospital* as an in-patient;
9. air travel other than as a fare-paying passenger on a regular scheduled airline or licensed chartered aircraft;
10. any *injury*, *illness*, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV-related *illness* including AIDS and/or any mutant derivative or variations thereof however caused or however named;
11. 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 direct participation in strike, riot or civil commotion;
12. any *terrorism* except for Section 1 - Personal Accident; Section 2 - Medical Cover and Section 4 - Emergency Assistance;
13. any medical treatment received during any journey which was made for the purpose of receiving medical treatment or if the journey was undertaken while the *insured person* was unfit to travel; or the *insured person* is travelling against the advice of a *medical practitioner*;
14. any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from:
  - (i) ionising 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;
15. any expenses that can be compensated from any other sources except for Section 1 - Personal Accident;
16. any *insured person* who is a holder of the People's Republic of China passport and travels to/within *China*. However, this exclusion will be waived if the *insured person* mentioned in the aforesaid has an official document issued by an overseas government (other than *China*) as proof that he/she is a legal permanent resident of the relevant country of such government but travelling with a passport of the People's Republic of China.

## Part 4 – General Conditions

1. At the time of effecting this policy the *insured person* must be fit to travel, otherwise any claims shall result in our right to repudiate liability under this policy.
2. All journeys must commence in *Hong Kong*.
3. The maximum period of travel for each journey cannot exceed one hundred and twenty (120) days.



4. The *insured person* has to undertake to settle any medical expenses that is not payable or not covered by this policy or any amount in excess of the insurance limit within fourteen (14) days after the written notification from *us*. The credit facility will be suspended if the *insured person* fails to reimburse *us* within the above time limit. Upon suspension or cancellation, the *insured person* has to return any or all the MediExpress China Medical Card(s) to *us* and will remain liable to *us* for any outstanding payment in arrears.
5. In the event of loss of the MediExpress China Medical Card(s), the *insured person* should notify *us* immediately and pay HKD100 for each replacement card.
6. The *insured person* is required to provide relevant identification document, including but not limited to Re-entry Permit, Hong Kong Identity Card or Passport, for verification during hospitalization.

## Part 5 – General Provisions

### 1. Entire Contract

This policy including the enrollment form, *schedule*, riders, endorsements, attachments and amendments, if any, 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* officer and evidenced by endorsement of amendment.

### 2. Age Limit

Unless specifically mentioned to the contrary, the *insured person* must be at or over eighteen (18) years of age or at or under seventy (70) years of age on the commencement date of this policy and renewal is allowed up to the age of seventy-five (75) years.

### 3. Excluded Occupation

Unless specifically mentioned to the contrary, this policy shall not cover for any of the following occupations or job duties: engaging in offshore activities like commercial diving, oil rigging, mining or aerial photography; handling of explosives including but not limited to explosive worker or demolition worker, entertainer, performing as an actor/actress, stunt man, fisherman, tour guide or tour escort; naval, military or air force service or operations or armed force services of any country or international authority; loading or unloading objects on ships, being stevedore; aircrew, ship crew, aerial worker; racing driver, truck driver; jockey; underground and underwater worker; construction site worker; worker at height including but not limited to scaffolding worker; acrobat, circus trainer, wild animal trainer; detective; war correspondent and fireman.

### 4. Change of Occupation

If the *insured person* changes his/her occupation from that shown in the *schedule*, you must tell *us* in writing immediately and pay any additional premium that we may require. If you do not tell *us* of such change then no claim shall be payable in respect of any *injury* arising out of or in the course of attending such occupation.

### 5. Notification of Claim

Written notice must be given to *us* within thirty (30) days upon the occurrence of any event likely to give rise to a claim under this policy. In the event of accidental death, immediate notice thereof must be given to *us* by the *insured person's* legal representative. We shall be entitled to call for

- (i) an examination by a medical referee appointed by *us* for a non-fatal *injury*;
- (ii) a post-mortem examination if death occurs, at *our* expense. Reasonable notice prior to interment, cremation, post-mortem examination or inquest must be given to *us*. The results thereof should be submitted to *us*.

All certificates, information and evidences required by *us* shall be furnished at the expense of *you* or the *insured person* or the personal representative of *you* or the *insured person* and shall be in such form and of such nature as we may prescribe.

### 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 disability giving rise to it unless the claim has been admitted or is the subject of a pending legal action or arbitration.

### 7. Proof of Loss

Written proof of loss must be furnished to *us* within thirty (30) days from *our* receipt of the claim form provided by *us*. Failure to furnish such proof within the time required 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*.

### 8. Payment of Claims

We will pay all benefits to the *insured person* named in the *schedule* for their respective rights and interests. In the event of accidental death of the *insured person* as shown in the *schedule*, we will pay all of the not yet paid benefits to the estate of the *insured person*. All indemnities provided in this policy will be paid immediately after the receipt of due proof, except for the indemnity in respect of *permanent total disablement*.

### 9. Misrepresentation

If *you* or the *insured person* or anyone acting for the *insured person* makes a statement in the enrollment form or in connection with any claim knowing the statement is false, we will not be liable for any claim and all covers under this policy shall cease.

### 10. Subrogation

We have the right to proceed at *our* own expense in the name of *you* or the *insured person* against third parties who may be responsible for an occurrence giving rise to a claim under this policy.

### 11. Alternative Dispute Resolution

In the event of a dispute arising out of this policy (or any *certificate of insurance*), 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 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 (or *certificate of insurance*). 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 (or any *certificate of insurance*) and (*you* or) the *insured person* do(es) 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 (or any *certificate of insurance*).

### 12. 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 two (2) years from the expiration of the time within which proof of claims is required.

### 13. Other Insurance

When a claim occurs, if there is any other policy covering any benefits insured by this policy (except as provided by Section 1 - Personal Accident), we will be liable only for *our* proportionate share.

### 14. Cancellation

We have the right to cancel this policy or any section or part of it by giving thirty (30) days' notice in writing by registered letter to *your* last known address. We will return *you* the premium for the unexpired period on a pro-rata amount of the annual premium.

*You* have the right to cancel this policy or any *insured person* in this policy by giving thirty (30) days' notice in writing to *us*. We will return *you* the premium for this policy or the relevant *insured person* for the unexpired period on a pro-rata basis subject to a minimum charge of HKD200 per *insured person* in this policy and provided no claim has been made during the current policy period.

Upon cancellation, the *insured person* should return the MediExpress China Medical Card to *us*, otherwise there is no refund of premium.

### 15. Termination of Coverage

Coverage under this policy shall automatically be terminated at the earliest of the dates specified below:

- (i) the premium due date in accordance with Clause 17 - Grace Period under this Part;
- (iii) the date when the *insured person* attains the age of seventy five (75) years upon policy anniversary;
- (iii) under the circumstance mentioned in Clause 14 - Cancellation under this Part and provided that thirty (30) days notice of cancellation is given;
- (iv) in accordance with Clause 9 - Misrepresentation under this Part;
- (v) upon payment of the benefits to the *insured person* under the circumstances mentioned in Compensation - Clause (c) of Section 1(a) - Personal Accident under Part 2.

### 16. Renewal

We reserve the right to amend any terms and conditions, including but not limited to the premium rates or benefits or exclusions of this policy at the time of renewal of any policy year of this policy, either before or after *your* acceptance of such renewal. 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 commencement date of any policy year.

### 17. Grace Period

We will allow *you* thirty-one (31) days for the payment of each premium after the first premium. During this 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.

### 18. Reinstatement of Policy

If this policy lapses due to non-payment of premiums, it may be reinstated with *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 and *pre-existing condition* should re-apply as if this policy commenced on such reinstatement date.

### 19. Rights of Third Parties

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

### 20. Compliance with Policy Provisions

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

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

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

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

(*You* and/or) the *insured person* shall, and shall procure all other *insured persons* 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 (*you*)/ the *insured person* to *us*, (*you*)/ 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.

### 22. Governing Law and Jurisdiction

This policy (and all *certificate of insurance*) 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.

### Admission Procedures for Appointed Hospital

- Approach the in-patient admission registry within office hours.
- Approach the in-patient admission registry or emergency department after office hours.
- Show and quote the MediExpress China Medical Card together with relevant identification document, including but not limited to Re-entry Permit, Hong Kong Identity Card or Passport at the *hospital* admission reception.
- In case of any problem arising during admission, please call Zurich Emergency Assistance Hotline +852 2886 3977 (collect call) for assistance.

**Claims Procedure**

Step 1 - Notify us within thirty (30) days of any occurrence likely to give rise to a claim.

Step 2 - Fill in a claim form and supply the required documents as appropriate.

**Medical Expenses**

- Diagnosis and treatment, including the *insured person's* name, diagnosis and date of diagnosis certified by *medical practitioner*, and receipt
- Original *hospital* bill with itemized list/receipts issued by a clinic or *hospital*

**Personal Accident**

- Certificate issued by a *medical practitioner* certifying the degree or severity of *disability*
- Police report, where relevant

**Accidental Death**

- Death certificate
- Coroner's report

**Personal Liability**

- Statement of the nature and circumstances of the incident or event (no admission of liability or settlement can be made or agreed to without *our* written consent)
- All associated documentation received in connection with the incident or event (including copies of any summons, all court documents, solicitors' and other legal correspondence)

**What To Do When the *Insured Person* Needs Help**

In a medical or other emergency, call *our* 24-hour Emergency Assistance Hotline in *Hong Kong* via collect call +852 2886 3977 and quote the *insured person's* name and the policy number printed on this policy. An experienced assistance coordinator will handle with the *insured person's* enquiry.

To make a claim, call *our* claims hotline on +852 2903 9388. For *our* customer service, call *our* enquiry hotline on +852 2968 2288. *Our* office hours are Monday to Friday 9:00 a.m. to 5:30 p.m.

Zurich Insurance Company Ltd (a company incorporated in Switzerland)  
25-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong  
Tel: +852 2968 2288 Fax: +852 2968 0639 Website: [www.zurich.com.hk](http://www.zurich.com.hk)

# 醫療快線中國保證卡保險單

請細閱本保單，並確保保險內容符合「閣下」的需要。倘若「閣下」需要本保單的放大字體版本，請致電 +852 2968 2288 與「本公司」的客戶服務中心聯絡。

本保單連同「附表」及嗣後發出的任何附帶批單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。而「閣下」填妥並提供給「本公司」的醫療快線中國保證卡計劃申請表格及聲明，不論以口述（如「本公司」已存紀錄）或書面提供，均為本合約的依據。

「本公司」將於收訖「閣下」所繳的保費後，在「保險期」內為「閣下」提供「附表」內訂明各節的保障，惟「閣下」必須履行本保單所列出的所有條款與條件。此乃全年中國醫療保險單，將於「本公司」收訖「閣下」隨後繳交的保費後方才獲得續保。如已獲得本保單賠償或接受服務，「閣下」必須繳交保單全年之保費。

「閣下」於投保表格內填報的資料如有任何更改，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。

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。

## 第一部份 一 詞彙解釋

本保單內某些詞彙具有指定含意，釋義分別列明於下。為方便「閣下」在本文識別有關詞彙，特將此等詞彙全部加上引號。

### 「意外」

任何不可預見或預料並導致「受保人」蒙受「損傷」之突發事件。

### 「指定醫院」

列明於由「本公司」所提供之醫療快線中國保證卡指定醫院名單內之任何「醫院」。

### 「中國」

指中華人民共和國，惟不包括「香港」及澳門。

### 「住院」

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

### 「傷疾」

「受保人」蒙受「損傷」或「疾病」。如因「損傷」，即因同一事故或連繫事故所引起的所有「損傷」。至於因同一「損傷」或「疾病」而引致連續性的傷疾，除非兩宗傷疾由完全無關的成因導致，又或「受保人」入住「醫院」首次治療該傷疾出院後九十天內毋須再入院或到「醫生」診所接受治療（二者以較遲為準），否則將視作單一宗傷疾處理。

### 「香港」

中華人民共和國香港特別行政區。

### 「醫院」

符合下列條件的機構：

- 持牌醫院（如所在國家或司法管轄區規定領取牌照）；及
- 主要業務為接受患病、染恙或受傷人士住院及提供醫療護理服務；及
- 駐有註冊護士或合格護士每天24小時提供看護服務；及
- 時刻均有一名或以上持牌註冊「醫生」駐院；及
- 提供有組織的設施進行醫學診斷及大型外科手術；及
- 主要業務並非護理院、療養院、復康院或同類機構，亦非戒酒所或戒毒所。

### 「疾病」

「受保人」在「保險期」內健康出現不正常之病理癥狀。

### 「直系親屬」

「閣下」或「受保人」的配偶、父母、配偶父母、祖父母、子女、兄弟姐妹、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」

名列於「附表」中註明為本保單受保人（“Insured Name”）之人士。

### 「失聰」

「永久」及無法恢復之聽力，如：  
a - 分貝 = 500赫茲失聰  
b - 分貝 = 1,000赫茲失聰  
c - 分貝 = 2,000赫茲失聰  
d - 分貝 = 4,000赫茲失聰  
即  $1/6 (a + 2b + 2c + d)$  高於80分貝。

### 「失肢」

失去手腕或足踝處或以上的肢體部份。

### 「失明」

視力完全喪失及「永久」無法復原。

### 「喪失說話能力」

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

### 「殘廢」

完全喪失功能效用，其性質與完全失去肢體或器官相同。

### 「醫療必需」

指接受醫療服務的必要性，並依下列條件考量：

- 符合良好及謹慎的行業標準；及
- 因應有關診斷或治療所需；及
- 非純為註冊「醫生」或任何其他醫療服務供應商提供方便；及
- 以最適合的程度為「受保人」作出安全及有效的作用；及
- 「住院」非純為診斷掃描、影像檢查或物理治療。

### 「醫生」

已獲准在其執業的地區合法提供醫療及外科服務的人士，惟「閣下」、「受保人」或「直系親屬」除外。

### 「保險期」

除了第一節 - 人身「意外」保障，保險期是指「受保人」離開「香港」入境事務處/櫃檯開始其「中國」旅程，直至(i)「受保人」返回「香港」抵達「香港」入境事務處/櫃檯或(ii)每次「中國」旅程出發日起計一百二十天為止的一段期間，二者以較先為準。

### 「永久」

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

### 「永久完全傷殘」

「受保人」遭遇「意外」而蒙受「損傷」，並且於事發後連續十二個月內完全不能從事任何根據「受保人」的學歷、專業訓練或經驗而可賺取薪金、酬勞或利益的工作。如「受保人」並無從事任何職業或工作，則指「受保人」喪失應付日常生活事務的能力。

### 「投保前已存在的傷疾」

在本保單生效前，「受保人」已被診斷患上、已發生或源生於該段時期的「損傷」、「疾病」、身體毛病或缺陷。

### 「二級燒傷」

表皮層和真皮層均一同燒傷。

### 「附表」

隨附本保單名為“Schedule”並構成保單一部份之附表。

### 「恐怖活動」

恐怖活動包括任何人或團體不論合法與否獨自行動或代表任何組織或政府，為達到政治、宗教、意識或類似目的，包括不論合法與否意圖影響任何國家、政治部門，由此而威脅公眾或任何國家的部份公眾的行為、準備或恐嚇行動包括：

- 涉及以暴力對待一人或多人；或
- 涉及財物損毀；或
- 危害生命但不包括執行行動的人；或
- 對健康或公眾或部份公眾的安全製造風險；或
- 設計去干擾或破壞某電子系統。

### 「三級燒傷」

皮膚所有皮層被燒毀。

### 「戰爭」

兩國或多國因任何事故交戰，或主權國家之間的武裝衝突，不論正式或未正式宣戰的公開軍事衝突，又或國與國之間經國家正式批准而：(i)宣佈終止和平關係；及(ii)陷入武裝敵對局面。

### 「本公司」

蘇黎世保險有限公司。

### 「閣下」

本保單之申請人及於「附表」內註明為保單持有人（“The Insured”）之人士。

第二部份 — 保障範圍

保障表

保障範圍	每名「受保人」之賠償額(港元)	
	標準計劃	優選計劃
<b>第一節 人身「意外」保障</b> (a) 人身「意外」 (b) 燒傷保障	350,000 100,000	500,000 100,000
<b>第二節 醫療保障</b> (a) 醫療費用包括： - 「中國」境內的「醫院」門診部費用限額： (i) 「疾病」門診：每日每次上限為200港元， 每保單年度上限為十次 (ii) 「損傷」門診：百分之一百賠償額 - 覆診費用：最高為賠償額之百分之二十五 (b) 接載出院	350,000     每程150	500,000     每程150
<b>第三節 個人法律責任賠償</b>	1,000,000	2,000,000
<b>第四節 緊急支援</b> (a) 近親探望(包括一張來回經濟客位機票及實際酒店住宿費用每日最高1,000港元，最長達五日) (b) 緊急醫療運送 (c) 遺體運返 (d) 隨行兒童遣送(一張單程經濟客位機票) (e) 入院保證金 (f) 緊急現金匯款 (g) 24小時電話熱線諮詢及轉介服務	10,000  實際費用 實際費用 10,000 39,000 5,000 包括	15,000  實際費用 實際費用 15,000 39,000 5,000 包括

第一節 — 人身「意外」保障

適用於第一節之特別詞彙解釋

「保險期」

如套用於人身「意外」(全球保障)中，是指「附表」內所訂明之保險有效期，而「本公司」已接納該保險期間之保費。

如套用於人身「意外」(「中國」保障)中，「受保人」之保障由以下時間開始：

- (a) 「受保人」於安排乘坐的交通工具預定離港時間前三小時內，直接從「香港」住所或慣常工作地點啟程到「香港」入境事務處/櫃檯以開始「受保人」的「中國」旅程；及
- (b) 「受保人」在結束其「中國」旅程後，於安排乘坐返回「香港」的交通工具實際抵港時間後三小時內，直接從「香港」入境事務處/櫃檯返回「受保人」的「香港」住所或慣常工作地點。

「受保人」可參閱「附表」內所訂明之地區界限範圍(“Territorial Limit”)以確定其人身「意外」為全球保障或「中國」保障。

(a) 人身「意外」

倘「受保人」在「保險期」內遭遇「意外」而蒙受「損傷」，並於連續十二個月內導致以下賠償表內所載的任何一項保障項目定義之死亡或傷殘，則「本公司」將根據賠償表內有關之保障項目所示之賠償額百分比賠償予「受保人」。

賠償表

保障項目	賠償額百分比
1. 死亡	100%
2. 「永久完全傷殘」	100%
3. 四肢「永久」癱瘓及無法痊癒	100%
4. 雙眼「永久」完全「失明」	100%
5. 單眼「永久」完全「失明」	100%
6. 喪失任何雙肢或任何雙肢「永久」完全「殘廢」	100%
7. 喪失任何單肢或任何單肢「永久」完全「殘廢」	100%
8. 「喪失說話能力」及「失聰」	100%
9. 「永久」精神失常	100%
10. 「永久」完全「失聰」 (a) 雙耳 (b) 單耳	75% 15%
11. 完全「喪失說話能力」	50%
12. 單眼「永久」完全喪失眼角膜	50%
13. 喪失任何四指及姆指或任何四指及姆指「永久」完全「殘廢」 (a) 右手 (b) 左手	70% 50%
14. 喪失任何四指或任何四指「永久」完全「殘廢」 (a) 右手 (b) 左手	40% 30%
15. 喪失姆指或姆指「永久」完全「殘廢」 (a) 右雙指骨 (b) 右單指骨 (c) 左雙指骨 (d) 左單指骨	30% 15% 20% 10%
16. 喪失任何手指或任何手指「永久」完全「殘廢」 (a) 右三指骨 (b) 右雙指骨 (c) 右單指骨 (d) 左三指骨 (e) 左雙指骨 (f) 左單指骨	15% 10% 7.5% 10% 7.5% 5%

17. 喪失任何腳趾或任何腳趾「永久」完全「殘廢」 (a) 所有腳趾 —— 一隻腳計算 (b) 腳姆趾 —— 雙指骨 (c) 腳姆趾 —— 單指骨	20% 7.5% 5%
18. 折斷腿部或膝蓋而無法聯合	15%
19. 腿部截短最少五厘米	10%
20. 倘「永久」「傷疾」狀況並未包括於上述保障項目第10至19項內，「本公司」有絕對決定權以符合上述傷殘程度之比例釐定應予賠償投保額之百分比。	

賠償

- (a) 在同一宗「意外」事件中只會賠償以上保障項目第1至20項的其中一項。假如在同一宗「意外」事件中遭受多於一項保障項目，則按其中最高賠償額的一項作出賠償。
- (b) 如「本公司」已賠償的保障項目少於賠償額百分比的百分之一百，則由「意外」發生當日起至本保單期滿為止，有關之已賠償金額會於「附表」訂明之賠償額中扣減。日後之索償仍根據賠償額乘以有關保障項目的賠償額百分比釐定，惟每位「受保人」可獲賠償之合共金額不可超過「附表」訂明之賠償額之百分之一百。
- (c) 如「受保人」已於本節中獲得百分之一百的賠償額後，本保單便會即時失效，所有保障亦隨之終止。未到期的保費，將不獲退還。
- (d) 如「受保人」慣用左手並已特此通知「本公司」，則賠償表內第13至16項的各右手及左手「傷疾」賠償額的百分比將互相對調。

(b) 燒傷保障

如「受保人」在「保險期」內因受保之「意外」而蒙受以下任何部位之「二級燒傷」或「三級燒傷」，以及有關之狀況經由註冊「醫生」所證實，「本公司」將根據「附表」所列之賠償額及以下賠償表內有關部位之賠償額百分比賠償予「受保人」。

賠償表

「二級燒傷」或「三級燒傷」		
部位	燒傷部位佔表面總面積的百分比	賠償額百分比
頭部	(a) 燒傷佔頭部表面總面積達12%或以上	100%
	(b) 燒傷佔頭部表面總面積達8%或以上，但不足12%	75%
	(c) 燒傷佔頭部表面總面積達5%或以上，但不足8%	50%
	(d) 燒傷佔頭部表面總面積達2%或以上，但不足5%	25%
身體 (不包括頭部)	(a) 燒傷佔身體表面總面積達20%或以上	100%
	(b) 燒傷佔身體表面總面積達15%或以上，但不足20%	75%
	(c) 燒傷佔身體表面總面積達10%或以上，但不足15%	50%

賠償

- (a) 於同一宗「意外」事件只會賠償以上部位的其中一項。假如在同一次「意外」事件中涉及多於一部位，則按其中最高賠償額的一部位作出賠償。
- (b) 任何於以上賠償表列明之部位曾經因「二級燒傷」或「三級燒傷」受損，而該部位在本保單所承保之「損傷」後再次被「二級燒傷」或「三級燒傷」，「本公司」會就該「損傷」所引致的受損部位決定最高賠償額之百分比作出賠償。在任何情況下，「本公司」不會就「損傷」前曾受損之部位作出賠償。
- (c) 如「本公司」已賠償的部位少於賠償額百分比的百分之一百，則由「意外」發生當日起至本保單期滿為止，有關之已賠償金額會於「附表」訂明之賠償額中扣減。日後之索償仍根據「附表」訂明之賠償額乘以有關部位的賠償額百分比釐定，惟每位「受保人」可獲賠償之合共金額不可超過「附表」訂明之賠償額之百分之一百。
- (d) 如「受保人」已獲得百分之一百的賠償額後，「受保人」此項於第一節(b)之保障便會即時終止。

人身「意外」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/或其有關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5,000,000港元，而每份保單的賠償將根據總賠償額按比例分配。

第一節的不承保事項

本節並不承保一切由病毒及/或疾病引致的「損傷」。

第二節 — 醫療保障

(a) 醫療費用

如「受保人」於「保險期」內蒙受「損傷」或感染「疾病」而需支付合理的「醫療必需」費用，「本公司」會賠償有關實際之「醫療必需」費用予「受保人」。如有關醫療費用為門診費用，本保障只承保於「中國」境內的「醫院」門診部門之門診費用，及根據以下之限額：  
(i) 「疾病」門診：每日每次上限為200港元，每保單年度上限為十次。  
(ii) 「損傷」門診：至「附表」所列之百分之一百賠償額。

覆診費用

本節亦承保「受保人」於返回「香港」後三個月內，因以上的「損傷」或「疾病」需要繼續接受「醫生」的醫藥治療，「本公司」將負責賠償「受保人」所需的實際「醫療必需」費用，但不超過保障表所規定之覆診費用限額。如「受保人」於蒙受上述「損傷」或感染上述「疾病」當日起計連續十二個月後返回「香港」，則不會獲得任何覆診費用之賠償。  
於任何情況下，第二節(a) - 醫療費用之合共總賠償額不可超過「附表」所列之賠償額。

(b) 接載出院

「受保人」在「中國」境內的「指定醫院」接受治療後出院時，「本公司」將安排救護車護送「受保人」至火車站、渡輪碼頭或機場。「本公司」只會支付由「本公司」安排的接載服務費用，每次接載行程的最高賠償額已載於保障表內。

第二節的不承保事項

本節並不承保：

- 1. 非必要的醫藥治療；
- 2. 任何有違「醫生」之勸喻出外旅遊，或旅遊的目的為接受醫療或手術治療而所衍生之任何損失或治療費用；
- 3. 牙科護理及治療，除非此等費用是於「保險期」中因「損傷」而導致「受保人」原本健全及天然之牙齒必須接受治療；



4. 整容手術、糾正眼球折射的誤差或配用助聽器，以及有關的處方費用，除非於「保險期」中因「損傷」導致之必須診治費用；
5. 任何未能提供合格「醫生」的醫療報告佐證的手術或治療；
6. 根據合格「醫生」的意見，在合理情況下該手術或治療可延期至「受保人」返回「香港」後進行；
7. 任何「醫院」內獨立或私人房間住宿、特別或私家看護的額外費用，惟第四節(b)所述的緊急醫療運送所需費用除外；非醫療用的個人服務，包括收音機、電話及類同的物品；採購或採用特別支架、儀器或裝置的額外費用。

### 第三節 — 個人法律責任賠償

如「受保人」在「保險期」中發生「意外」令第三者蒙受「損傷」或財物損失，以致必須承擔法律賠償責任，「本公司」將作出賠償。惟在未得到「本公司」書面同意前，「受保人」不可向他人承認責任、提出或允許付出任何賠償或有關承諾、或牽涉入任何訴訟中。「本公司」的賠償，包括「本公司」以書面同意之費用，將以「附表」所列之賠償額為限。

### 第三節的不承保事項

本節並不承保因下列原因直接或間接引起的責任：

1. 任何商業、專業或貿易活動；
2. 「受保人」任何故意、蓄意及不法行為或刑事行為；
3. 「受保人」對任何「直系親屬」或「閣下」/「受保人」之親友或僱主或僱員的責任；
4. 合約責任；
5. 擁有、佔用、使用或控制任何車輛、飛機、船隻、土地、建築物、槍械或動物；
6. 「受保人」或「直系親屬」或「閣下」/「受保人」之親友或僱主或僱員擁有、持控托管或保管的財物損毀；
7. 任何「恐怖活動」，不論損失是由同時或連接發生之其他原因或事故所引致；
8. 任何「恐怖活動」或因政府意圖抑制、防止、鎮壓、報復或回應此等動亂所引起的損失。

### 第四節 — 蘇黎世緊急支援

如「受保人」在「保險期」中蒙受「損傷」或感染「疾病」，蘇黎世緊急支援將安排以下保障：

#### (a) 近親探望

如「受保人」遭遇「損傷」或患上「疾病」而需於「中國」境內的「醫院」「住院」連續三天以上，蘇黎世緊急支援將以保障表所列之賠償額為限，支付一張來回經濟客位機票或其他合理的交通工具費用(只限經濟客位) 以及合理及必需的酒店住宿費用予一名「直系親屬」前往該地以陪伴及/或照顧「受保人」，而酒店住宿費用之每日最高賠償額為1,000港元及最長達五天。本保障只可在同一次「中國」旅程中索償一次。

#### (b) 緊急醫療運送

支付有關「受保人」因緊急醫療運送或運返所引致的必要及無可避免的交通、醫療服務及醫療用品費用。離境的時間、交通工具及離境最後目的地均由蘇黎世緊急支援服務完全根據醫療需要作出決定。

#### (c) 遺體運返

將「受保人」之遺體由身故地點運送回「香港」所引致合理及無可避免的開支，又或經蘇黎世緊急支援服務批准於身故地殮葬的費用。

#### (d) 隨行兒童運送

如「受保人」死亡、或遭遇「損傷」或患上「疾病」而需於「中國」境內的「醫院」「住院」連續三天以上，其同行之十七歲以下之兒童因此而失去照顧，蘇黎世緊急支援將以「附表」所列之賠償額為限，支付一張單程的經濟客位機票或其他合理的交通工具費用(只限經濟客位)予該名(等)兒童返回「香港」。如有需要，蘇黎世緊急支援亦可安排一名合資格的服務員陪伴該名(等)兒童返回「香港」。

#### (e) 入院保證金

蘇黎世緊急支援將為每名「受保人」提供因入住「指定醫院」以外的「中國」境內的「醫院」而需繳付的「醫院」醫藥費用保證金，惟不超過39,000港元。如該等醫療費用並非本保險單第二節承保之項目，則一律由「受保人」自付。

#### (f) 緊急現金匯款

如「受保人」於「中國」旅遊期間遺失所有信用卡或所有信用卡被偷竊，蘇黎世緊急支援可提供緊急現金匯款或遞送予「受保人」，最高至5,000港元，惟「受保人」必須先透過其信用卡或經其家屬或親友向蘇黎世緊急支援提供有關之現金。而緊急現金匯款或遞送之費用及其他相關費用(如有)一律由「受保人」承擔。

#### (g) 24小時電話熱線諮詢及轉介服務

- (i) 啟程前諮詢援助
- (ii) 轉介領事館
- (iii) 轉介醫療服務人員或機構
- (iv) 遺失護照援助
- (v) 遺失行李援助
- (vi) 轉介傳譯服務
- (vii) 轉介律師
- (viii) 電話醫療顧問服務
- (ix) 住院期間監察病情
- (x) 醫療費用保證金安排

除非本保險單另行訂明承保，有關以上(ix)及(x)項的服務，「受保人」必須負責支付「醫院」、醫療人員（「本公司」的「醫生」除外）或任何其他醫療專業團體或人士收取的費用。

蘇黎世緊急支援服務由蘇黎世保險有限公司所委任的服務機構提供。

### 第四節的不承保事項

「本公司」不會就下列情況提供本節任何服務或支付其費用：

1. 如「受保人」身處的地點有爆發「戰爭」的危險或政治危機，以致無法或實際上不可提供本節訂明的服務；
2. 事前未經蘇黎世緊急支援服務書面同意及/或未經由蘇黎世緊急支援服務安排緊急醫療運送或遺體運返或其他費用。如「受保人」必須從偏遠或落後地區緊急撤離就醫而事前無法通知蘇黎世緊急支援服務，鑒於任何延誤可能危害「受保人」性命或構成嚴重影響，則屬例外；
3. 任何有違「醫生」勸喻，而到「中國」居住或旅遊；
4. 「受保人」離開「香港」到「中國」居住或旅遊之目的為啟程前已發生的意外或疾病而接受治療、休養或療養。

## 第三部份 — 不承保事項

本保單將不會承保直接或間接由下列項目所引致的損失或責任：

1. 任何「投保前已存在的傷疾」、先天及遺傳性疾病；
2. 「受保人」任何違法或非法行為，或海關或其他機關充公、扣留、毀滅的財物；
3. 「受保人」並未採取所有合理行動避免蒙受「損傷」以減低對本保險提出索償機會；
4. 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；
5. 自殺或蓄意自我傷害；
6. 神經錯亂、心智或精神不正常、受到酒精或藥物影響(除非由合格「醫生」處方)、酗酒、濫用藥物或其他溶劑；
7. 任何因妊娠、分娩或流產引致的狀況、墮胎，以及產前、產後護理及其他有關併發症、性病；
8. 「受保人」以病人身份在「醫院」「住院」期間離院返家；
9. 並非以繳費乘客身份乘坐持牌航空公司航機或包機；
10. 由於HIV（人類免疫力缺乏症病毒）及/或愛滋病與HIV有關的任何疾病及/或不論如何引起或不論如何定名的有關疾病，其任何突變體衍化物或變種造成的任何「損傷」、「疾病」、死亡、損失、費用或其他責任或直接參與罷工、騷亂或暴動；
11. 「戰爭」、侵略、外敵行動、敵對局面(不論曾正式宣戰與否)、內戰、叛亂、暴動、軍事力量或政變所引起的任何事件或直接參與罷工、騷亂或暴亂；
12. 任何「恐怖活動」，惟第一節 - 個人「意外」、第二節 - 醫療保障及第四節 - 緊急支援除外；
13. 「受保人」旅遊目的為醫藥治療，或「受保人」在身體不適合旅遊的情況下旅遊；或「受保人」違反「醫生」勸喻出外旅遊；
14. 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；
  - (ii) 任何核能裝置或港元件所產生的放射性、有毒、爆炸性或其他危險物質；
15. 已從其他方面獲得的賠償，惟第一節 - 個人「意外」除外；
16. 任何持有中華人民共和國護照及以此往返「中國」之「受保人」，但若該「受保人」同時擁有由其他國家政府（「中國」除外）所簽發的法定文件證明為該地永久合法居民，則本項不適用。

## 第四部份 — 一般條款

1. 本保單生效時「受保人」的身體健康狀況必須適合旅遊，否則「本公司」有權拒付本保單的賠償款項。
2. 所有旅程之啟程地點必須在「香港」。
3. 每次旅遊的最長受保期限不得超過一百二十天。
4. 「受保人」保證如有任何並不需由本保單支付或並不是本保單承保的醫療費用，又或有關之醫療費用已超過本保險之上限，會於收到「本公司」發出的通知書後十四日內償還有關費用。如「受保人」並未有於上述限期內償還有關費用，所有信用設施將會被暫停。於被暫停或取消服務期間，「受保人」需退還其醫療快線中國保證卡予「本公司」及仍需對有關醫療費用欠款負責。
5. 如「受保人」遺失其醫療快線中國保證卡，應立即通知「本公司」及繳付100港元作為補領費用。
6. 「受保人」於住院治療時，需提供證明文件作身份認證，包括但不限於回鄉證、香港身份證或護照。

## 第五部份 — 基本條款

### 1. 整體協議

本保單包括申請表格、「附表」、附加契約、批單、附件及修訂本(如有者)，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「本公司」的高級人員批准並簽發批單作實，方始生效。

### 2. 年齡限制

除非另有註明，在本保單生效日時，「受保人」的年齡必須為十八至七十歲，並可續保至七十五歲。

### 3. 不承保職業

除非另有註明，本保單不承保以下職業或工作性質：離岸活動如商業潛水、油田鑽探、採礦或空中攝影、處理爆炸品包括但不限於拆卸工人或爆炸品操作員、娛樂事業工作者、演員、特技人員、漁夫、導遊或領隊、從事或參與任何國家或國際機構的海陸空服務或行動或持械工作者、在碼頭倉庫工作、在船舶上起卸貨物、航空服務員、船員、空中工作人員、競賽駕駛員、貨櫃車司機、騎師、於地下或水底工作人員、建築地盤工人、高空工作者包括但不限於搭棚工人、雜技員、馬戲班訓練員、馴獸師、偵探、戰地記者及消防員。

### 4. 更改職業

「受保人」載錄於「附表」的職業如有更改，必須即時以書面通知「本公司」，並按「本公司」要求支付任何額外保費。如「閣下」未能通知「本公司」上述變更，「本公司」恕不就「受保人」從事新職業時發生或引起的任何「損傷」作出賠償。

### 5. 索償通知

「受保人」必須於引致損失事件發生後三十日內向「本公司」遞交索償通知書。倘因意外死亡之索償，其合法代理人必須立即通知「本公司」。「本公司」有權要求：

- (i) 由「本公司」指定之醫療公證人檢驗非致命「損傷」；
- (ii) 於「受保人」死亡後進行驗屍，費用由「本公司」支付。如埋葬或火葬死者或進行驗屍或死因調查，必須於事前予「本公司」合理通知，並向「本公司」提供驗屍調查結果。

「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。

### 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」於蒙受傷疾後滿十二個月方提出之有關索償支付賠償。

### 7. 損失證明

所有損失證明文件需於「本公司」收到賠償申報表後三十日內呈交給「本公司」。倘有合理的緣由不能於限期內將有關證明文件送交「本公司」，但已盡可能於限期後立即送出，且不過一百八十日之限，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。



8. **支付索償**  
「本公司」將按照「附表」註明之「受保人」各自之權利及權益向彼等支付賠償。如「附表」註明之「受保人」意外死亡，「本公司」會將所有尚未支付之賠償額支付予「受保人」之遺產承繼人。當「本公司」收妥所需的證明文件後，將根據本保單立即作出合理賠償，惟「永久完全傷殘」之賠償除外。
9. **虛報資料**  
如「閣下」或「受保人」或任何「受保人」的代表於投保表格或就任何索償知情地作出任何虛假聲明，「本公司」概不就任何索償履行賠償責任，本保單規定之所有保障亦停止生效。
10. **代位權**  
「本公司」有權自費以「閣下」或「受保人」名義對任何導致對本保單索償的第三者進行追討。
11. **替代性爭議解決方案**  
如有任何關乎本保單(或任何「保險證書」)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(或其「保險證書」)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」通知否認或否決「受保人」追索本保單(或其「保險證書」)之任何責任，而「閣下」或「受保人」並未能於「本公司」所發出之通知12個月內按以上規定展開仲裁，「受保人」之賠償申請即被視作已被撤回或放棄，並且不能根據本保單(或其「保險證書」)再次進行追討。
12. **法律訴訟**  
依據本保單規定，當索償證明文件送交「本公司」後，六十日內不得進行法律訴訟以求賠償。此外，「受保人」亦不得在「本公司」要求其提供索償證明的指定限期屆滿兩年後提出訴訟。
13. **其他保險**  
「閣下」提出索償時如有其他保障同類項目，「本公司」只負責按比例作出賠償(第一節 - 個人「意外」除外)。
14. **取消保單**  
「本公司」有權以三十天書面通知取消保單或任何章節或部份，通知書將以掛號郵件形式寄至「閣下」最後登記地址。「本公司」將按比例發還餘下保單年度的保費。而「閣下」亦有權以三十天書面通知「本公司」取消本保單或任何本保單內之「受保人」。如在該段保單生效期間有關之保單/「受保人」並無索償紀錄，「本公司」將扣除200港元作為每位「受保人」的最低保費額，然後按比例發還餘下保單年度的保費予「閣下」。  
本保單或任何保單內之「受保人」之保障取消後，有關的「受保人」應立即將其醫療快線中國保證卡交還「本公司」，否則「本公司」不會退回保費。
15. **保障終止**  
本保單之保障將會在遇到下列較早發生的一項時自動終止：  
(i) 根據本部份第17項 - 寬限期中所述之保費到期日；  
(ii) 當於保單週年日時「受保人」年齡屆滿七十五歲；  
(iii) 根據本部份第14項 - 取消保單所述之情況，而有關之書面通知已於三十日前發出；  
(iv) 根據本部份第9項 - 虛報資料；  
(v) 符合本保單第二部份第一節(a) - 人身「意外」賠償(c)項所述之情況而「受保人」已獲得賠償。
16. **續訂保單**  
於任何保單年度內，續訂本保單時，不論「閣下」已否接受續保，「本公司」保留權利更改條款及條件，包括但不限於保費、保障、或不承保事項。「本公司」毋須披露有關修訂的原因。在任一個保單年度內，如「受保人」在生效日期前尚未接受此修訂，本保單最終將不能續保。
17. **寬限期**  
「閣下」付訖首期保費後，「本公司」將於每次保費到期時給予「閣下」三十一天寬限期。在寬限期內，本保單仍維持有效。如「閣下」於寬限期屆滿後尚未繳清保費，本保單將於欠繳保費到期日起被視為逾時失效。
18. **重訂保單**  
倘保費到期未有繳訖以致保單失效，保單或可復效但必須獲得「本公司」同意。但於保單失效期間發生之索償則不會獲得任何保障，保單仍於復效日重新開始，而「投保前已存在之傷疾」會再度執行。
19. **第三者權利**  
除保單持有人或「受保人」或本保單以明示方式指明以外，任何人士如非本保單之一方並沒有權利執行或享有本保單條款的保障。任何有關合約第三者權益之法例將不適用於本保單。不論本保單任何條款所列，任何保單變更(包括任何解除責任或責任妥協)或終止均不須第三者同意。
20. **遵從保單條款**  
如違反本保單任何條款，所有就本保單提出的索償均告無效。
21. **個人資料收集目的**  
「本公司」將根據「本公司」不時通知「受保人」的私隱政策使用所有已收集及持有的個人資料，「受保人」亦可透過此網址查閱有關私隱政策：  
<https://www.zurich.com.hk/en/services/privacy>。

(「閣下」或)「受保人」會，及會促使保單內其他「受保人」，授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的強制性用途，使用及轉發(至「香港」境內或境外)包括屬敏感性如「香港」法例第486章《個人資料(私隱)條例》中所定義之個人資料。

如(「閣下」或)「受保人」向「本公司」提供任何第三者資料，(「閣下」或)「受保人」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本保單，包括但並不限於進行任何對有關資料當事人進行審慎調查、合規及製裁查核。

## 22. 管轄法律及司法裁判權

本保單(及其所有「保險證書」)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」法院的專有司法管轄權管轄。

## 入住「指定醫院」手續

- 於辦公時間內，可到住院病人登記處辦理。
- 於非辦公時間，可到住院病人登記處或急症處辦理。
- 於辦理入院手續時需出示醫療快線中國保證卡及有關身份證明文件，包括但不限於回鄉證、香港身份證或護照。
- 如於辦理入院手續時有任何問題，請致電蘇黎世緊急支援熱線：+852 2886 3977。

## 賠償程序

步驟1：於可能導致索償的事件發生後30天內通知「本公司」。

步驟2：填寫賠償申報表及提交下列所需證明文件。

## 醫療費用

- 經「醫生」證明的診斷及治療，包括「受保人」的姓名、症狀、診治日期及收據
- 詳列各項費用之診所或「醫院」正本賬單

## 個人「意外」

- 「醫生」簽發的證明書，證明傷殘的嚴重程度
- 警方報告(如適用)

## 意外死亡

- 死亡證
- 法醫官報告

## 個人責任

- 事發或事件經過及聲明(未經「本公司」書面同意，不得承認責任或作出解決或協議)
- 就事發或事件收到的所有有關文件(包括任何法院傳票副本、所有法院文件、律師函件及其他法律往來文件)

## 求助須知

當面對醫療或其他緊急事故，請致電「香港」蘇黎世24小時緊急支援熱線：+852 2886 3977 (受話人付費)，並提供「受保人」的姓名及印在本保單上的保單號碼。本公司的資深援助主任將處理「受保人」的查詢及提供協助。

如需索償，請致電「本公司」賠償熱線：+852 2903 9388。聯絡客戶服務，請致電「本公司」查詢熱線：+852 2968 2288。辦公時間為星期一至星期五上午九時至下午五時三十分。

蘇黎世保險有限公司(於瑞士註冊成立之公司)

香港港島東華蘭路18號港島東中心25-26樓

電話：+852 2968 2288 傳真：+852 2968 0639 網址：www.zurich.com.hk

# **Notice to Customers relating to the Personal Data (Privacy) Ordinance ("Ordinance")**

1. The personal information of customers (include policy owners, insured persons, beneficiaries, premium payors, trustees, policy assignees and claimants) collected or held by **Zurich Insurance Company Ltd ("Company")** may be used by the Company for the following **obligatory purposes** necessary in providing services to the customers (otherwise the Company is unable to provide services to customers who fail to provide the required information):
  - (1) to process, investigate (and assist others to investigate) and determine insurance applications, insurance claims and provide ongoing insurance services;
  - (2) to process requests for payment, and for direct debit authorization;
  - (3) to manage any claim, action and/or proceedings brought against the customers, and to exercise the Company's rights as more particularly defined in applicable policy wording, including but not limited to the subrogation right;
  - (4) to compile statistics or use for accounting and actuarial purposes;
  - (5) to meet the disclosure requirements of any local or foreign law, regulations, codes or guidelines binding on the Company and/or its group ("**Zurich Insurance Group**") and conduct matching procedures where necessary;
  - (6) to comply with the legitimate requests or orders of the courts of Hong Kong and regulators including but not limited to the Insurance Authority, Hong Kong Federation of Insurers, auditors, governmental bodies and government-related establishments;
  - (7) to collect debts;
  - (8) to facilitate the Company's authorized service providers to provide services to the Company and/or the customers for the above purposes; and
  - (9) to enable an actual or proposed assignee of the Company to evaluate the transaction intended to be the subject of the assignment.
2. The Company may provide any personal information of customers to the following parties, within or outside of Hong Kong, for the **obligatory purposes**:
  - (1) companies within the Zurich Insurance Group, or any other company carrying on insurance or reinsurance related business, or an intermediary;
  - (2) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to the Zurich Insurance Group in connection with the operation of its business;
  - (3) third party service providers including legal advisors, accountants, investigators, loss adjusters, reinsurers, medical and rehabilitation consultants, surveyors, specialists, repairers, and data processors;
  - (4) credit reference agencies, and, in the event of default, any debt collection agencies or companies carrying on claim or investigation services;
  - (5) any person to whom the Zurich Insurance Group is under an obligation to make disclosure under the requirements of any law binding on the Zurich Insurance Group or any of its associated companies and for the purposes of any regulations, codes or guidelines issued by governmental, regulatory or other authorities with which the Zurich Insurance Group or any of its associated companies are expected to comply;
  - (6) any person pursuant to any order of a court of competent jurisdiction;
  - (7) any actual or proposed assignee of the Zurich Insurance Group or transferee of the Zurich Insurance Group's rights in respect of the policy owners.
3. *Certain personal information of policy owners and insured persons collected or held by the Company, in particular, names, contact information, age, gender, identity document reference, marital status, policy information, claim information, and medical history may be used by the Company for the following **voluntary purposes**:*
  - (1) *to provide marketing materials and conduct direct marketing activities in relation to insurance and/or financial products and services of the Zurich Insurance Group and/or other financial services providers, and/or other related services of business partners, with whom the Company maintains business referral or other arrangements;*
  - (2) *to perform customer analysis, profiling and segmentation; and*
  - (3) *to conduct market research and insurance surveys for the Zurich Insurance Group's development of services and insurance products.*

*The Company is not allowed to use the personal information of any customer for the above voluntary purposes without such customer's consent. In the absence of any "opt-out" request, the Company shall treat the insurance application and continuation of the policy(ies) held with the Company as an indication of no objection of such policy owner and insured person to the Company's use of their personal information for the above voluntary purposes.*
4. *The Company may provide certain personal information, in particular, name, contact information, age, gender and policy information of a policy owner and an insured person, upon such policy owner's and insured person's written consent, to the following parties, within or outside of Hong Kong, for the **voluntary purposes**:*
  - (1) *companies within the Zurich Insurance Group;*
  - (2) *other banking/financial institutions, commercial or charitable organisations with whom the Company maintains business referral or other arrangements;*
  - (3) *third party marketing service providers and insurance intermediaries.*

*The Company is not allowed to provide to any third party the personal information of any customer, specifically, policy owners or insured persons, for the above voluntary purposes without their written consent.*
5. All customers have the right to access, correct, or change any of their own personal information held by the Company, and in the case of policy owners and life insured, opt-out of the Company's use and transfer of their personal information for the voluntary purposes, by request in writing to the Company's Personal Data Privacy Officer at the address below. Requests for opt-out must state clearly the full name, identity document number, policy number, telephone number and address of the person making such request. Policy owners and insured persons may otherwise delete both the above paragraphs 3 and 4 (in italics) to indicate their wish to opt-out altogether.

Personal Data Privacy Officer  
 26/F, One Island East  
 18 Westlands Road  
 Island East  
 Hong Kong

6. In accordance with the Ordinance, the Company has the right to charge a reasonable fee for processing any data access request.
7. In the event of any discrepancy or inconsistencies between the English and Chinese versions of this notice, the English version shall prevail.

**有關個人資料（私隱）條例（「私隱條例」）的客戶通知**

1. 由 **Zurich Insurance Company Ltd**（「本公司」）收集或持有的客戶（包括保單持有人、受保人、受益人、保費付款人、信託人、保單受讓人及索償人）個人資料，均可供本公司使用作以下**強制性用途**，以便為客戶提供服務（否則本公司將無法為未能提供所需資料的客戶提供服務）：
  - (1) 辦理、調查(及協助他人調查)和決定保險申請、保險索償及提供持續的保險服務；
  - (2) 辦理付款要求及直接付款授權；
  - (3) 處理任何對客戶的索償、訴訟及 / 或司法程序；以及行使本公司的權利（詳情見適用保單條款所定），包括但不限於代位權；
  - (4) 編撰統計數字，或作會計及精算用途；
  - (5) 符合對本公司及 / 或其所屬集團（「**蘇黎世保險集團**」）具約束力的任何本地或外國法例、規則、守則或指引的披露規定及如需要時進行核對程序；
  - (6) 遵循香港法院及監管機構作出的合法要求或指令，包括但不限於保險業監理處、香港保險業聯會、核數師、政府組織和政府相關機構；
  - (7) 債務追討；
  - (8) 便利本公司的認可服務供應商，就上述目的為本公司及 / 或客戶提供服務；及
  - (9) 使本公司的實際或建議承讓人能夠評核擬進行涉及有關轉讓的交易。
2. 本公司可就**強制性用途**，向以下於香港境內或境外的人士提供任何客戶個人資料：
  - (1) 蘇黎世保險集團成員公司，或任何進行保險或再保險相關業務的其他公司或中介人；
  - (2) 任何向蘇黎世保險集團提供行政、電訊、電腦、付款或其他與其業務運作有關的服務的代理人、承包商或第三方服務供應商；
  - (3) 第三方服務供應商，包括法律顧問、會計師、調查員、理賠師、再保公司、醫護及復康顧問、考察員、專家、維修人員、及資料處理者；
  - (4) 信貸諮詢機構，而在客戶欠賬時，任何債務追收代理或進行索償或調查服務的公司；
  - (5) 根據對蘇黎世保險集團或其任何關連機構具約束力的任何法例，及就任何由政府、監管或其他機關所頒佈且蘇黎世保險集團或其任何關連機構預期須遵守的任何規例、守則或指引而言，蘇黎世保險集團有責任向其作出披露的任何人士；
  - (6) 根據主管司法權區的法院的任何頒令的任何人士；及
  - (7) 蘇黎世保險集團的任何實際或建議承讓人或蘇黎世保險集團對保單持有人的權利的受讓人。
3. 由本公司收集或持有的保單持有人及受保人的某些個人資料，特別是姓名、聯絡資料、年齡、性別、身份證明文件資料、婚姻狀況、保單資料、索償資料、及醫療紀錄等，均可供本公司使用作以下**自願性用途**：
  - (1) 為蘇黎世保險集團及 / 或與本公司維持業務引薦關係或其他安排之其他金融服務供應商的保險及 / 或金融產品及服務，及 / 或其他商業合作伙伴之相關服務，提供市場推廣資料及進行直接市場推廣活動；
  - (2) 進行客戶研究分析及分層；及
  - (3) 就蘇黎世保險集團的服務及保險產品發展進行市場調查及保險研究。

未經客戶同意，本公司不得使用任何客戶的個人資料作上述自願性用途。在未有收到任何「反對」要求，本公司將把有關保險申請及持續投保，視作有關保單持有人及受保人之不反對本公司使用其個人資料作上述自願性用途。
4. 經保單持有人及受保人書面同意後，本公司可就上述**自願性用途**，向以下於香港境內或境外的人士提供其某些個人資料，特別是姓名、聯絡資料、年齡、性別、保單持有人及受保人的保單資料等：
  - (1) 蘇黎世保險集團成員公司；
  - (2) 與本公司維持業務引薦關係或其他安排的其他銀行 / 金融機構、商業或慈善組織；
  - (3) 第三方市場推廣服務供應商及保險中介人。

未經客戶書面同意，本公司不得向任何第三方提供有關客戶(特別指保單持有人及受保人)的個人資料作上述自願性用途。
5. 所有客戶均有權以書面向本公司之個人資料私隱主任(地址如下)要求查閱、修正及 / 或更改由本公司所持有有關其本身的任何個人資料。如保單持有人及受保人欲反對本公司使用及提供其個人資料作上述自願性用途，亦可向本公司提出，並於有關反對要求中清楚註明要求人士之全名、身份證明文件編號、保單編號、電話號碼和住址。保單持有人及受保人亦可同時刪劃以上第 3 及 4 段(見斜字)以提出有關所有自願性用途之反對要求。

個人資料私隱主任  
香港島東華蘭路 18 號  
港島東中心 26 樓
6. 根據私隱條例，本公司有權收取合理費用，藉以處理任何資料的查閱要求。
7. 本通知的中英文版本如有任何歧異或不一致，概以英文版為準。





## Statement of purpose for collection of personal data

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All personal data collected and held by Zurich Insurance Company Ltd ("Zurich") will be used in accordance with Zurich's privacy policy, as notified to the insured person from time to time and available at this website:  
[www.zurich.com.hk/eng/cs\\_nonlifepolicyservices\\_privacy.htm](http://www.zurich.com.hk/eng/cs_nonlifepolicyservices_privacy.htm).

The policyholder shall, and shall procure the insured / insured members to, authorise 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 Zurich's privacy policy as applicable from time to time.

When information about a third party is provided by the policyholder / insured / insured member to Zurich, the policyholder / insured / insured member warrants 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.

## Rights of third parties

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

*Note: In case of any discrepancy or inconsistency between the above 2 clauses with any existing clauses in the policy, the above 2 clauses shall prevail and replace the wording of such existing clauses to the extent of the discrepancy or inconsistency. The above wording will automatically apply to your policy (in the case of a new policy) or renewal policy (in the case of policy renewal) on the policy effective or renewal effective date (as the case may be). Unless as otherwise specified, other terms and conditions of the policy will not be affected*

## 個人資料收集目的

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蘇黎世保險有限公司（「本公司」）將根據「本公司」不時通知「閣下」的私隱政策使用所有已收集及持有的個人資料，「閣下」亦可透過此網址查閱有關私隱政策：[www.zurich.com.hk/chi/cs\\_nonlifepolicyservices\\_privacy.htm](http://www.zurich.com.hk/chi/cs_nonlifepolicyservices_privacy.htm)。

「閣下」會，及會促使「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」/「受保人」向「本公司」提供任何第三者資料，「閣下」/「受保人」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本保單，包括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。

## 第三者權益

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

*註：如以上條款與保單任何現有條款產生差異或矛盾，將以以上條款為準並以其取代保單現有條款相關之差異或矛盾部分。以上條款將於閣下保單生效（如現為新保單）或續保生效（如現為保單續保）時自動生效。除非另作註明，保單內的其他條款及細則將不受影響。*



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