

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

Please remember that as Your needs change, so should Your insurance coverage. Please let Us know when changes take place.

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

## Insuring Agreement

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

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

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

## Part I – Definitions

The following definitions shall apply to this Policy.

### Accident/Accidental

means a sudden, unexpected and unforeseen event not under the control of You or Your Domestic Helper and which results in a loss.

### Bodily Injury

For Section 1: means injury, sickness, disease and mental injury or death resulting therefrom.  
For Section 3: means an injury caused solely and directly by an Accident via violent, external and visible means.

### Building

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

### Contents

means furniture, Fixtures, Fittings, plate glass, fixed glass items, clothing, household goods, personal effects, desktop computers, laptop computers, tablet computers, Electronic Communication Products, Valuables, collection of stamps, coins or medals and interior decorations which belong to You but excluding

- (a) any part of the structure of the Home, Fixtures and Fittings that are not owned by You, external television and radio antennae aerials fittings masts and towers.
- (b) property contained in or on verandahs, balcony, patios, terraces, forecourts and in the open generally.
- (c) property more specifically insured under another insurance policy.
- (d) deeds, bonds, bills of exchange, promissory notes, documents of any kind, manuscripts, lottery tickets, records or computer records and any form of Money.
- (e) motor vehicles, watercraft, pedal cycles or their accessories.
- (f) plants and animals.
- (g) boiler, industrial plant and machines for commercial purposes.
- (h) property undergoing construction or erection.
- (i) drains and pipes.
- (j) contact lenses.
- (k) unauthorized building works or constructions or structures.

### Deductible

means the specified amount(s) that are not indemnifiable under this Policy and for which You and/or members of Your Household shall first be responsible before any indemnifiable amounts are payable by the Insurer under the relevant sections of this Policy.

### Domestic Helper

means any individual who has entered into an employment contract which is valid during the Period of Insurance with You and whose duties under such contract are to perform full-time live-in domestic duties at Your Home.

### Electronic Communication Products

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

### Emergency

means sudden and unforeseen events happening at Your Home which cause an impending or direct threat to the life or property of You or a member of Your Household or third parties and which require immediate temporary repair or service by an electrician, a plumber or a locksmith.

### Employee

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

### Fittings

means the items which are not permanently fixed at Your Home and can be taken with You when moving to a new Home.

### Fixtures

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

### Home

means the private dwelling, house or private flat owned or occupied by You at the insured location stated in the Schedule.

### Household

means a member of Your family, relatives and/or other persons permanently living at Your Home, except any tenant(s) who has entered any tenancy agreement with You as a landlord.

### Limit of Liability/Sum Insured

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

### Money

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

### Period of Insurance

means the period of insurance as stated in the Schedule.

### Personal Belongings

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

- (a) property more specifically insured under another insurance policy.
- (b) deeds, bonds, bills of exchange, securities, documents, manuscripts, business, professional or trade goods or equipment.
- (c) any Electronic Communication Products.
- (d) furs, credit cards, contact lenses, dentures, prostheses, camping equipment or guns tool or any form of Money.
- (e) musical instruments, sports equipment and photographic equipment owned or held in trust by or in the custody or control of any person who uses such property for professional purposes.
- (f) clothing and equipment used for sporting purposes while in use.

### Policy

means this Policy document and the Schedule issued by Zurich specifying the terms and extent of cover to You.

### Premium

means the premium amount stated in the Schedule.

### Schedule

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

### Valuables

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

### You/Your

means the person(s) or party(ies) stated in the Schedule as an Insured.

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

means Zurich Insurance Company Ltd.

## Part II – Coverage

### Section 1 – Legal Liability

#### Liabilities Which Are Insured

##### Owner's Legal Liability

- 1.1 Zurich will indemnify You for compensation that You become legally liable to pay as owner of Your Home for Accidental Bodily Injury to another person or Accidental damage to another person's property that happens in or at Your Home during the Period of Insurance.

##### Expenses and Legal Costs

- 1.2 Zurich will pay all charges, expenses and legal costs under this Section that are
  - 1.2.1 incurred by Zurich or by You with Zurich's prior written agreement in the settlement or defence of any claim for compensation; and
  - 1.2.2 recovered from You by claimants in respect of such claims for compensation.

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

- 1.3 Zurich will also indemnify the legal personal representatives of You in respect of liability incurred by You if they observe the terms and conditions of this Policy in so far as is possible.

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

- 1.4 Subject to You being the owner of Your Home, Zurich will further indemnify You for compensation which You become legally liable to pay as a part Owner of the Common Parts of the Building subject to the following paragraphs 1.4.1 to 1.4.3.
  - 1.4.1 For the purpose of this extended benefit only, the expressions "Common Parts", "Building", and "Owner(s)" have the same meanings as assigned to those expressions in the Building Management Ordinance, Chapter 344 of the Laws of Hong Kong.
  - 1.4.2 Where there is any other insurance policy that provides indemnity to liability that is covered under this Clause 1.4, then this extended benefit shall be operative only in respect of
    - 1.4.2.1 such liabilities as are not indemnifiable by other insurance policy that You have taken out, or
    - 1.4.2.2 any excess liability beyond and above the amount paid or payable under such other insurance policy.
  - 1.4.3 Subject always to the preceding paragraph 1.4.2, the indemnity under this extended benefit is limited to Your proportional share of liabilities (and, for the avoidance of doubt, not joint liabilities) as a part Owner in the undivided parts of the Building as determined in accordance with Section 39 of the said Building Management Ordinance, Chapter 344.

#### Liabilities Which Are Not Insured

- 1.5 Zurich will not provide any indemnity for liability arising out of
  - Member of Household/Employees**
    - 1.5.1 Bodily Injury to You, a member of Your Household or any Employee or Domestic Helper of You or a member of Your Household.
    - 1.5.2 damage to property belonging to or under the care custody or control of You, a member of Your Household or any Employee or Domestic Helper of You or a member of Your Household.
  - Lifts and Elevators**
    - 1.5.3 Bodily Injury or damage to property arising out of or incidental to the use of lifts or elevators.
  - Other Premises**
    - 1.5.4 the ownership or occupation of any land or building other than Your Home or the Building.
  - Business and Professions**
    - 1.5.5 the pursuit or exercise by You or a member of Your Household of any employment business trade or profession.
  - Vehicles**
    - 1.5.6 the ownership possession or use of electrically or mechanically propelled vehicles, pedal cycles being used for racing, watercraft, aircraft, model aircraft (except electrically propelled unmanned aircraft systems which are used solely for recreational purpose within Hong Kong and operated in full compliance with any local regulatory requirements or any guidelines as required by Civil Aviation Department for operating such systems) owned by or in the custody or control of or on behalf of You or a member of Your Household.

### **Contractual Liability**

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

### **Unauthorized Building Works**

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

### **Electronic Data Exclusion**

1.5.9 the transmission of any computer code, program or other data.

1.5.10 the unauthorized taking of or access to data.

### **Asbestos Exclusion**

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

### **Maximum Liability of Zurich**

1.6 The maximum liability of Zurich under this Section including all charges, expenses and legal costs will not exceed the Limit of Liability as stated in the Table of Benefits or such other amount(s) specified in the Schedule in respect of any one Accident or any one Period of Insurance.

### **Deductible**

1.7 Zurich will not be liable for the first amount as stated as Deductible for this Section in the Table of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section.

## **Section 2 – Home Contents**

### **Events Which Are Insured**

2.1 Zurich will indemnify You for any Accidental loss, destruction or damage to Home Contents which happens during the Period of Insurance at Your Home. However, Zurich will only indemnify You for any Accidental loss, destruction or damage to Your Electronic Communication Products at Your Home caused by fire, lightning or by a burglary or attempted burglary which has been reported to the police within twenty-four (24) hours of discovery.

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

2.2 Unless otherwise stated, Zurich will not indemnify You for any loss, destruction or damage directly or indirectly caused by

#### **Theft**

2.2.1 theft of Home Contents unless following a forcible and violent entry to or exit from Your Home which has been reported to the police within twenty-four (24) hours of discovery.

2.2.2 theft by You, a member of Your Household or Your Domestic Helper or any person entered to Your Home with the consent of You or a member of Your Household or by any Employee or Domestic Helper of You or a member of Your Household.

#### **Dishonesty**

2.2.3 fraudulent action trick device or other false pretense by You and/or a member of Your Household.

#### **Wear and Tear**

2.2.4 wear and tear, rust, corrosion, mildew, mold, change in temperature or humidity.

2.2.5 However, Zurich will pay for the loss, destruction or damage to other Home Contents that are caused by the Home Contents damaged as a result of clause 2.2.4.

#### **Damage by Animals**

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

#### **Unoccupancy**

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

#### **Lent, Let or Sub-Let**

2.2.8 theft or damage to Your Home while Your Home is lent, let or sub-let in parts.

#### **Electrical/Mechanical Breakdown**

2.2.9 electric current (other than lightning) to electrical equipment or appliances or cables.

2.2.10 any electrical and mechanical breakdown, failure, derangement or overheating other than loss, destruction or damage caused by direct strike of lightning.

2.2.11 However, Zurich will pay for the loss, destruction or damage to other property insured by this Policy which is resulting from the causes specified in 2.2.9 and 2.2.10.

### **Maximum Liability of Zurich**

2.3 The maximum liability of Zurich under this Section including all Extended Benefits under this Section will not exceed the total Sum Insured for this Section as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in total per Accident and in aggregate during the Period of Insurance.

2.3.1 Unless specifically declared to and accepted by Zurich, the maximum liability of Zurich in respect of any single item, shall not exceed the individual limit as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in total per Accident during the Period of Insurance.

### **2.4 Basis of Settlement**

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

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

#### **New for Old**

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

#### **Green Living Cover**

2.4.3 If You replace any "Energy Efficient Product" insurable under this Policy with a new item of the "Energy Efficient Product" of identical or improved quality, subject to the damaged "Energy Efficient Product" being beyond repair in accordance with Clause 2.4.2 in this Policy,

(a) Zurich will pay an extra benefit of not more than ten percent (10%) of the purchase price of the replacing "Energy Efficient Product" in any Period of Insurance for any one item of the Home Contents under this extra benefit.

(b) The Green Living Cover is subject to the total Sum Insured for this Section as stated in the Table of Benefits or such other amount(s) as specified in the Schedule.

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

### **Deductible**

2.5 Zurich will not be liable for the first amount as stated as Deductible for this Section in the Table of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section.

### **Extended Benefits**

Zurich will also, subject to the total Sum Insured for this Section as stated in the Table of Benefits or

such other amount(s) as specified in the Schedule in total per Accident and in aggregate during the Period of Insurance, indemnify You for:

#### **Damage by Firemen**

1. Accidental loss or damage to Home Contents directly caused by firemen in the execution of their duties.
2. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.
3. Payment for this Extended Benefit will be subject to the Basis of Settlement for this Section where applicable.

#### **Debris Removal**

1. Costs and expenses which You incur with Zurich's prior written consent for the removal of the debris of any of the Home Contents which have been destroyed or damaged by an insured event.
2. Zurich will not pay any costs or expenses
  - (a) incurred in removing debris which is not from Your Home or not the area immediately adjacent to Your Home.
  - (b) arising in any way directly or indirectly from pollution or contamination.
  - (c) arising from enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of such property.
  - (d) more than the maximum amount for this Extended Benefit as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

#### **Outdoor Property Cover**

1. Accidental loss or damage to Home Contents whilst contained in or on verandahs, balconies, patios, terraces or forecourts of the Building and in the open generally.
2. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.
3. Payment for this Extended Benefit will be subject to the Basis of Settlement for this Section where applicable.

#### **Interior Decoration Period**

1. Accidental loss or damage to Home Contents while Your Home is undergoing interior decoration or redecoration but excluding
  - (a) any loss directly or indirectly caused by bursting of water pipes and/or blocking of drainage system.
  - (b) any loss or damage directly caused by the workmanship in the decoration works.
  - (c) contract works which exceed two (2) months duration.
2. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.
3. Payment for this Extended Benefit will be subject to the Basis of Settlement for this Section where applicable.

#### **Temporary Removal**

1. Accidental damage to Your Home Contents whilst temporarily removed from Home for cleaning, renovation, repair or similar purposes to any other premises and while in transit within the territory of Hong Kong.
2. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.
3. Payment for this Extended Benefit will be subject to the Basis of Settlement for this Section where applicable.

#### **Loss of Rent**

1. Subject to Zurich's prior consent, We will pay any loss of rent which You suffer
  - (a) when Your Home is made uninhabitable by any of the causes insured by this Section 2; or
  - (b) when Your tenant have not paid the rent according to the terms and conditions as written in the "Tenancy Agreement", provided that You have
    - (i) taken legal action against Your tenant; and
    - (ii) obtained court judgement against Your tenant on the outstanding rent; and
    - (iii) failed to receive the outstanding rent within one (1) month after the court judgment is handed down.
2. For definition under this benefit, "Tenancy Agreement" means a legally enforceable contract duly signed between You (as the landlord) and Your tenant. This agreement shall contain all necessary terms and conditions in respect of the rental of Your Home.
3. Zurich will not cover any loss of rent with an amount less than one (1) month's rent.
4. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in the Table of Benefits or such other amount(s) as specified in the Schedule; and
5. Zurich will not indemnify the loss of rent for more than the maximum indemnity period for this Extended Benefit as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in any Period of Insurance.

## **Section 3 – Emergency Assistance Benefits**

### **Benefits Which Are Provided**

3. Zurich has arranged an "Emergency Home Assistance Service" to provide You with the following assistance services in case of Emergency. Whenever applicable, related extra benefits will be applied only if it is stated in the Table of Benefits and/or the Schedule.

#### **Electrical Assistance**

3.1 Emergency Home Assistance Service will arrange a registered electrician to effect immediate temporary repair of Your electrical installations and appliances.

#### **Plumbing Assistance**

3.2 Emergency Home Assistance Service will arrange a licensed plumber to effect immediate temporary repair in the event of clogging, bursting or overflowing of pipes and the water supply system.

#### **Locksmith Assistance**

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

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

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

**The Emergency Home Assistance Service is rendered by the service provider nominated by Zurich Insurance Company Ltd.**

**Emergency Home Assistance Service Hotline – +852 2886 3977**

## Section 4 – Building (Optional)

### Events Which Are Insured

4. Zurich will indemnify You for the costs and expenses which You may incur in the repair or replacement of any hidden Fixtures and/or structural parts of Your Home arising out of any Accidental loss destruction or damage to Your Home that happens in any one Period of Insurance. For the avoidance of doubt, hidden Fixtures in this Section shall include and be limited to the drains, pipes, cables and wires that are for the sole use of Your Home.

### Landslip and Subsidence

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

### Events Which Are Not Insured

- 4.2 Zurich will not indemnify You for any loss destruction or damage directly or indirectly arising from or caused by

#### Dishonesty

- 4.2.1 dishonesty fraudulent action trick device or other false presence by You.

#### Natural Losses

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

#### Unoccupancy

- 4.2.3 water damage after Your Home has been unoccupied for more than thirty (30) consecutive days.

#### Government Authority

- 4.2.4 the enforcement by the Government of any ordinance or law regulating the construction repair or demolition of the Building.

#### Repair and Maintenance

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

### Maximum Liability of Zurich

- 4.3 The maximum liability of Zurich under this Section will not exceed the costs actually incurred to rebuild or repair Your Building as covered under this Section to the same condition and extent as when new.

### Basis of Settlement

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

### Deductible

- 4.6 Zurich will not be liable for the first amount as stated as Deductible in the Table of Benefits or such other amount(s) as specified in the Schedule in respect of each and every loss under this Section except the loss is caused by fire, lightning or explosion (to which Deductible is not applicable).

### Your Warranties

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

### Extended Benefits

Zurich will indemnify You for

#### Debris Removal

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

#### Architects' and Surveyors' Fees

- any fees charged by architects, surveyor, engineer, legal or other professional body which You necessarily incur with Zurich's prior written consent for the reinstatement of any hidden Fixtures and/or structural parts of Your Home that is covered by this Section.
- Zurich will not pay any costs or expenses
  - for preparing any claim by You against Zurich.
  - exceeding those fees authorized under any scale of charges of a respective professional body.
  - exceeding five percent (5%) of the total actual rebuilding costs.

## Part III – General Exclusions

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

### 1. Unexplained Loss

unexplained loss or disappearance of any property.

### 2. Criminal Activities

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

### 3. Latent Defects

events which have already happened or damage which has already existed before the beginning of the Period of Insurance.

### 4. Deliberate Damage

deliberate acts of You or a member of Your Household or Employee or Domestic Helper of You or a member of Your Household.

### 5. Consequential Loss

consequential loss of any kind.

### 6. Loss of Value

depreciation or loss in value of any property.

### 7. Dispossession

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

### 8. Unauthorized Building Works

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

### 9. Pollution & Contamination

the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants by You into or upon land, atmosphere or any water course or body of water.

### 10. Radioactive Contamination

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

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

### 11. War

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

### 12. Terrorism

- any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.
- for the purpose of this exclusion, an act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any 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;
  - involves damage to property;
  - endangers life other than that of the person committing the action;
  - 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.
- in any action, suit or other proceedings where Zurich alleged that by reason of the provisions of this condition any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon You.

### 13. Sonic Bangs

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

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

- Any "Software Loss" except:
  - "Software Loss" resulting solely from direct physical loss of or direct physical damage to the equipment, hardware, media or device on which the program, computer software or operating systems, programming instructions, or data are transported, processed or contained.
  - direct physical loss or direct physical damage to tangible property by fire or explosion that results from a "Software Loss". For the purposes of this exclusion, electronic data, program(s), computer software or operating system(s) programming instruction(s) and data are not tangible property.
- "Software Loss" means loss of or damage to any program(s), computer software or operating system(s), programming instruction(s) or data arising out of or resulting from any failure, malfunction, deficiency, deletion, fault, "virus", deletion or corruption or any loss of use, reduction in functionality, cost, expenses or liability resulting therefrom. "Software Loss" includes, but is not limited to, loss or damage resulting from any authorised or unauthorised access in, of or to any computer, communication system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, any program, computer software or operating systems, programming instructions or data.
- "Virus" means software, data or code that affects the operation of functionality of any computer, communications system, file server, networking equipment, computer system, computer hardware, data processing equipment, computer memory, microchip, microprocessor (computer chip), integrated circuit or similar device in computer equipment, program, computer software or operating systems, programming instructions or data including, but not limited to, any destructive program, computer code, computer virus, worm, logic bomb, denial of service attack, smurf attack, vandalism, trojan horse or any other data introduced into any electronic system causing deletion, destruction, degradation, corruption, malfunction or compromise of or to data, software or electronic business systems.

## Part IV – General Conditions

### 1. Due Observance

Zurich's liability is conditional on the observance by You of the terms provisions conditions and endorsements of the Policy and the truth of the information supplied by You in connection with this Policy.

### 2. Entire Contract

This Policy including all relevant documents will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of the Policy. No changes in this Policy shall be valid unless approved by Our authorized officer and evidenced by endorsement of amendment.

### 3. Misrepresentation or Non-disclosure

If You, or anyone acting on behalf of You makes a statement in the application or in connection with any claim knowing that the statement is false, or fail to act in utmost good faith, We will not be liable for any claim and all covers and benefits under this Policy shall cease immediately. We will not be liable to refund any premium paid. If any benefit has been paid by Us, You shall refund such benefit to Us within seven (7) working days from the date of Our notice of demand.

### 4. Alteration in Risk

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

### 5. Emergency Home Assistance Service

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

### 6. Other Insurances

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

In respect of Sections 2 and 4 only, if there is any other insurance effected by or on behalf of You covering any loss, destruction or damage to the property insured at the time of loss, the liability of Zurich under these Sections will be limited to their ratable proportion of such loss.

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

### 7. Reasonable Care

You shall

- (a) take all reasonable care to maintain Your Home and all Contents and everything used in Your Home in sound condition.
- (b) take all reasonable precautions to prevent Bodily Injury and property damage.
- (c) comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property.

### 8. Premium Charge

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

### 9. Cancellation

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

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

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

### 10. Notice of Claims

Written notice of claim must be given to Us by You within thirty (30) days of the date of the incident causing such loss. In the event of accidental death, immediate notice thereof must be given to Us by Your legal representative.

All other certificates, information and evidences required by Us shall be furnished at the expenses of You or the personal representative of your or of the insured person and shall be in such form and of such nature as We may prescribe. If You do not comply with this condition, We shall have the sole discretion to decide not to pay any benefits under this Policy.

### 11. Proof of Loss

Written proof of loss must be furnished to Us within thirty (30) days from the date of issuance of Our receipt of the claim form provided to Us. Failure to furnish such proof within the specified time frame shall not invalidate any claims if it was not reasonably practicable to provide proof within such time, provided that such proof is furnished as soon as reasonably practicable, and in no event later than one hundred and eighty (180) days from the time when such proof is otherwise required. All certificates, information and evidence in such form and of such nature and within such time as We may reasonably require shall be furnished at the expense of the claimant without any expense to Us.

### 12. Claims Admittance

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

### 13. Liability Claims

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

### 14. Recipient

In the event of the death of You, Zurich will insure the legal personal representative(s) of You for any liability You incurred and is covered under this Policy provided that such legal personal representative(s) comply with the terms of this Policy.

### 15. Policy Interpretation

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

### 16. Clerical Error

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

### 17. Legal Action

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

### 18. Subrogation

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

### 19. Alternative Dispute Resolution

In the event of a dispute arising out of the policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the

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

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

### 20. Rights of Third Parties

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

### 21. Compliance with Policy Provisions

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

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

All personal data collected and held by Zurich will be used in accordance with Our privacy policy, as notified to You from time to time and available at this website:

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

You shall, and shall procure all other insured person covered under the Policy to, authorize Zurich to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of Hong Kong, for the obligatory purposes as set out in Our privacy policy as applicable from time to time.

When information about a third party is provided by You to Zurich, You warrant that proper consents from the relevant data subjects have been obtained before the personal data are provided to Zurich, enabling Zurich to assess, process, issue and administer this Policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

### 23. Governing Law and Jurisdiction

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



# 自選家居保險計劃業主保險

請小心細閱本「保單」以確保「保單」內容符合「閣下」的需要。

「閣下」應切記，「閣下」的保險應隨著需要而更新。如欲更改承保範圍，敬請通知「本公司」。

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

此乃中文譯本，僅供參考之用。若與英文版本有異，概以英文版本為準。

## 保障協議

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

上述保險必須遵從及依據本「保單」訂明之不承保事項、限制、規定、條款及條件。

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

## 第I部分—詞彙釋義

如下詞語解釋適用於本「保單」。

### 「意外」

指「閣下」或「家傭」無法控制之突發、意外及不可預見並招致損失的事件。

### 「身體損傷」

於第1節：指身體損傷、病症、疾病及精神創傷或其所導致之死亡。

於第3節：指在「意外」中純粹因暴力、外來及可見方式導致並非任何其他原因引致的身體損傷。

### 「樓宇」

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

### 「家居財物」

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

- 「家居」之任何結構部分、不屬於「閣下」或「閣下」名下的「固定附著物」及「裝置」、外置電視及收音機天線、天線裝置、天線杆及天線塔。
- 走廊、陽台、平台、露台、前院及露天地方內或上之財物。
- 其他保險保單更加特定註明承保的財物。
- 契約、債券、匯票、本票、任何文件、手稿、彩票、紀錄或電腦紀錄及任何形式「金錢」。
- 車輛、船舶、單車或相關配件。
- 植物及動物。
- 鍋爐、工業機器及商用機器。
- 建造或搭建中物業。
- 排水渠及水管。
- 隱形眼鏡。
- 違規建築物或結構。

### 「自負額」

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

### 「家傭」

指任何於「保險期」與「閣下」存有僱員合約而合約註明的工作性質為於「閣下」家居內處理家務的全職同住僱員。

### 「電子通訊產品」

指傳呼機、便攜式/手提電話、智能手提電話、個人數碼助理、個人數碼助理等。

### 「緊急情況」

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

### 「僱員」

指《僱員賠償條例》(香港法例第282章)詮釋的「僱員」。

### 「裝置」

指非永久固定於「閣下」家居而「閣下」可遷移至新居之物品。

### 「固定附著物」

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

### 「家居」

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

### 「住戶」

指「閣下」永久性居於「家居」內的家庭成員、親屬及其他人士，但任何與「閣下」作為業主有租賃協議的租戶則除外。

### 「責任限額」/「投保額」

指「附表」註明之責任限額或受保金額。

### 「金錢」

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

### 「保險期」

指「附表」註明之保險期。

### 「個人物品」

指日常生活一般穿戴或攜帶的財物，但不包括：

- 其他保險保單更加特定註明承保的財物。
- 契約、債券、匯票、證券、文件、手稿、業務、專業或貿易貨物或設備。
- 任何「電子通訊產品」。
- 皮草、信用卡、隱形眼鏡、假牙、義肢、露營用品、槍械或任何性質之「金錢」。
- 任何人士擁有、受信託保管、持管或控制而其間作專業用途之樂器、體育設備及攝影器材。
- 使用中的體育服裝及裝備。

### 「保單」

指本「保單」文件及「蘇黎世」發予「閣下」陳述條款及承保範圍之「附表」。

### 「保費」

指「附表」列明之保費款項。

### 「附表」

指附屬及構成本「保單」一部分之「保單」附表。

### 「貴重物品」

指珠寶、黃金、銀、貴重金屬、皮草、腕錶、古玩、藝術品及古董。

### 「閣下」

指「附表」上註明為受保人之人士。

### 「蘇黎世/承保人/本公司」

指蘇黎世保險有限公司。

## 第II部分—承保範圍

### 第1節—法律責任

#### 承保責任

#### 業主法律責任

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

#### 支出及法律費用

1.2 「蘇黎世」將支付本節下符合以下條件的開支、支出及法律費用：

- 所有經「蘇黎世」事先書面同意，及由「蘇黎世」或「閣下」就任何索償達成和解或提出抗辯所招致之開支、支出及法律費用。
- 任何索償人就該責任賠償向「閣下」成功追討的所有開支、支出及法律費用。

#### 法定遺產代理人(適用於遺囑認證及遺產管理書)

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

#### 業主就公用地方承擔的責任

1.4 在遵從第1.4.1至1.4.3節規定的前提下，如「閣下」是「家居」的業主，「蘇黎世」亦會就「閣下」作為「家居」所在「樓宇」「公用部分」共同業主之一而需承擔的法律上的賠償責任作出賠償。

1.4.1 純粹就本額外保障而言，「公用部分」、「樓宇」及「業主」的釋義與《建築物管理條例》(香港法例第344章)分別就公用部分、建築物及業主所訂的相同。

1.4.2 若有任何其他保單會就第1.4節所包括的法律責任提供賠償，本額外保障只會於以下情況適用：

- 有關的責任必須是無法根據任何由「閣下」擁有的其他保險保單索償，本額外保障方始生效；或
- 本額外保障只適用於超出其他保單已付或應付金額的溢額賠償。

1.4.3 遵從前述1.2.2規定，本額外保障只適用於並且只限於「閣下」作為「樓宇」根據上述《建築物管理條例》第39條所釐定的不可分割份數的共同業主而按比例攤分的個別責任(為免存疑，現聲明概不適用於共同責任)。

#### 不承保責任

1.5 「蘇黎世」不會承保任何由以下情況引致的責任：

#### 住戶/僱員

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

#### 升降機及扶手電梯

1.5.3 使用升降機或扶手電梯所引致或關連的「身體損傷」或財物損壞。

#### 其他樓宇

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

#### 業務及事業

1.5.5 「閣下」或「住戶」進行或從事任何職業、業務或事業。

#### 車輛

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

#### 合約責任

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

#### 未經許可建築工程

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

#### 電子資料不承保事項

1.5.9 任何電腦編碼、程式或其他數據之傳送。

1.5.10 未經授權下擅取或登入任何資料。

#### 石棉不承保事項

1.5.11 石棉、石棉產品或任何含有石棉之產品。

## 「蘇黎世」最高責任限額

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

## 「自負額」

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

## 第2節—家居財物

### 承保事項

2.1 如於「保險期」內「閣下」家居內的「家居財物」蒙受任何「意外」損失、損毀或損壞，「蘇黎世」將向「閣下」作出賠償，惟「蘇黎世」只會就「閣下」家居內的「電子通訊器材」因火災、雷電、爆竊或企圖爆竊而引致的任何「意外」損失、損毀或損壞作出賠償，「閣下」並須於發現有關「意外」的二十四(24)小時內報警。

### 不承保事項

2.2 除非另有說明，「蘇黎世」不會對「閣下」就下列事故直接或間接引致之損失、損毀或損壞作出賠償：

#### 盜竊

2.2.1 「家居財物」被偷竊，惟竊匪強行或行使暴力進入或離開「閣下」家居並於發現事件後二十四(24)小時內報警的損失則除外。

2.2.2 被「閣下」、「住戶」或「閣下」的「家傭」或任何經「閣下」或「住戶」或其「僱員」或「家傭」批准進入「家居」之人士偷竊的「家居財物」。

#### 不誠實行為

2.2.3 因「閣下」欺詐行為、哄騙或其他虛假手段。

#### 自然損耗

2.2.4 自然損耗、生銹、侵蝕、霉菌、溫度或濕度改變。

2.2.5 「蘇黎世」會為上述2.2.4的原因而引致其他財物的損失、損毀或損壞作出賠償。

#### 動物造成的損毀

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

#### 無人居所

2.2.7 「閣下」家居」連續三十(30)天無人居住後發生之偷竊或水浸事件而招致的損失或損壞。

#### 出借、出租或轉讓

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

#### 電力/機械故障

2.2.9 電流(雷電除外)導致任何電力設施、裝置或電線損毀。

2.2.10 任何電力或機械故障、失靈或過熱，但被雷電直接擊中導致的損失、損毀或損壞除外。

2.2.11 「蘇黎世」會為上述第2.2.9節及第2.2.10節的原因而引致其他財物的損失、損毀或損壞作出賠償。

## 「蘇黎世」最高責任限額

2.3 於「保險期」內，「蘇黎世」根據本節(包括本節所有額外保障)支付的最高責任限額不會超過保障表或「附表」就本節訂明的任何一宗「意外」的總投保額。

2.3.1 除非特別向「蘇黎世」聲明並獲得「蘇黎世」同意，否則於「保險期」內，「蘇黎世」根據本「保單」就任何一件物件所支付的最高賠償總額不會超過保障表或「附表」中就本節個別物件訂明的個別限額。

## 2.4 付款依據

### 一套、一對或一組條款

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

### 舊換新基本條款

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

### 綠色生活保障

2.4.3 若「閣下」於「家居」內的「能源效益標籤電器」因任何「意外」損失及損毀，而選擇按項目2.4.2所訂明的不能修復情況下，以相同或提高品質的產品更換受損產品。

(a) 「蘇黎世」就本項保障為此價值相同或類似的新產品將額外支付不多於新產品購入價之百分之十(10%)。

(b) 綠色生活保障受制於保障表或「附表」就本節訂明的總投保額。

(c) 「能源效益標籤產品」泛指於《能源效益(產品標籤)條例》(香港法例第598章)所訂明之「表列型號」。於本條款而言，「訂明產品」及「表列型號」將依照《能源效益(產品標籤)條例》(香港法例第598章)詮釋。

## 「自負額」

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

## 額外保障

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

### 消防員造成的損壞

1. 因消防員執行職務時直接導致「家居財物」的「意外」損失或損毀。

2. 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗「意外」不多於保障表或「附表」訂明的本保障之最高保障額。

3. 本額外保障下的賠償受限於本節的付款依據(如適用)。

### 清理碎礫

1. 「閣下」經「蘇黎世」事先書面同意清理任何在受保事件中損毀或損壞的「家居財物」的碎礫所招致之費用與開支。

2. 「蘇黎世」不會支付下列費用或開支：

(a) 清理並非位於「家居」或毗連範圍的碎礫所招致之費用或開支。

(b) 直接或間接由污染或沾污引起的費用或開支。

(c) 因執行任何監管或管制建築、安裝、修理、更換、拆卸、佔用、操作或以其他方式使用此等財物的相關法律、規例或規則所招致之費用或開支。

(d) 為任何一宗「意外」多於保障表或「附表」訂明的本額外保障之最高保障額。

### 室外家居財物保障

1. 擺放於「樓宇」走廊、陽台、平台、露台、前院及露天地方內或上的「家居財物」的任何「意外」損失及損毀。

2. 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗「意外」不多於保障表或「附表」訂明的本額外保障之最高保障額。

3. 本額外保障下的賠償受限於本節的付款依據(如適用)。

### 室內裝修

1. 「閣下」家居」進行內部裝修或翻新裝修期間招致的「家居財物」「意外」損失或損壞，但不包括：

(a) 水管爆破及/或排水系統堵塞直接或間接引起的損失。

(b) 裝修工程工藝不良直接引起的任何財物損失或損壞。

(c) 為期逾兩(2)個月的合約工程。

2. 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗「意外」不多於保障表或「附表」訂明的本額外保障之最高保障額。

3. 本額外保障下的賠償受限於本節的付款依據(如適用)。

### 暫時搬遷

1. 「家居財物」因清潔、翻新、修理或進行類似活動而暫時搬離「家居」，並在香港運輸途中「意外」損壞。

2. 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗「意外」不多於保障表或「附表」訂明的本額外保障之最高保障額。

3. 本額外保障下的賠償受限於本節的付款依據(如適用)。

### 租金損失

1. 經預先同意及批准，「蘇黎世」將會賠償因下述原因導致「閣下」蒙受的租金損失：

(a) 當「家居」因發生第2節承保的任何事故而引致不宜居住；或

(b) 當「閣下」的租客未有按照「租賃協議」所訂明的條款及細則繳付租金，惟「閣下」必須已經：

(i) 採取有關對租客的法律行動；並且

(ii) 獲法院就租客逾期繳付的租金頒令裁決；並且

(iii) 於法院頒令裁決後一(1)個月內仍未取回逾期繳付的租金。

2. 本節提及的「租賃協議」是指一份由「閣下」(作為業主)與其租客簽訂有法律效力的合同。此協議應包含所有適用及有關租賃「家居」的條款及細則。

3. 「蘇黎世」不會賠償任何不足一(1)個月的租金損失。

4. 「蘇黎世」為「閣下」的租金損失所支付的最高賠償限額為不多於保障表或「附表」訂明的本額外保障之最高保障額；及

5. 「蘇黎世」於「保險期」內不會賠償多於保障表或「附表」訂明的本額外保障之最高賠償期的租金損失。

## 第3節—緊急援助服務

### 本公司提供的保障

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

### 電工支援

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

### 水喉匠支援

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

### 鎖匠支援

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

### 不提供的保障

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

「緊急家居支援服務」由「蘇黎世」指定的服務供應商提供。

「緊急家居支援服務」熱線 — +852 2886 3977

## 第4節—樓宇(自選保障)

### 承保事項

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

### 山泥傾瀉及地陷

4.1 「閣下」家居」於「保險期」內地陷或山泥傾瀉直接導致的任何隱藏「固定附著物」或結構部分損失或損壞，但不包括：

4.1.1 以下事故直接或間接引起、導致或招致的損失或損壞：

(a) 海岸風化侵蝕、地層隆起；或

(b) 相關工程建成後五(5)年內結構下陷或填土下沉。

4.1.2 地陷及/或山泥傾瀉造成徑道、行車道、圍欄、閘、邊界及護土牆損失或損壞。

4.1.3 清理地陷及/或山泥傾瀉泥頭，或於地陷及/或山泥傾瀉後修葺現場的費用，但需要修理的「閣下」家居」結構部分則不在此限。

4.1.4 設計或工藝不良或使用不良質料直接造成或引致的損失或損壞。

4.1.5 任何性質的間接損失或損害。

4.1.6 經比例釐定釐定，於「保單」生效期內相隔連續七十二(72)小時發生的每宗不多於保障表或「附表」就本節山泥傾瀉及地陷的「自負額」訂明的損失金額。

### 不承保事項

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

#### 不誠實行為

4.2.1 由「閣下」作出之不誠實、欺詐行為、哄騙或其他虛假手段。

#### 自然損耗

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

#### 無人居住

4.2.3 「閣下」家居」連續三十(30)天無人居住後發生水浸事件所招致的損壞。

#### 政府執法

4.2.4 政府執行監管任何「樓宇」建造、修理或拆卸工程的條例或法律。

#### 修理及維修

4.2.5 根據本節的受保事件非必要的翻新、改建、修理及安裝工程。

### 「蘇黎世」最高責任限額

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

### 理賠依據

4.4 「蘇黎世」將支付重建或修復「閣下」的「家居」的結構部分或任何隱藏「固定附著物」至全新狀況所實際招致的費用。

4.5 如該物業不會修理或重建，「蘇黎世」只會向「閣下」賠償該物業蒙受損失之前的價值，以及拆卸和清理瓦礫的合理費用。

### 「自負額」

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

## 保證條款

4.7 於「保險期」內，「閣下」須保證：

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

## 額外保障

「蘇黎世」並會向「閣下」作出以下額外賠償：

### 清理碎碟

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

### 建築師及測量師費用

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

## 第III部分——一般不承保事項

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

1. **無法解釋的損失**  
無法解釋的損失或任何財物失蹤。
2. **非法活動**  
任何「閣下」的刑事、惡意或非法行為，或任何人的刑事行為。
3. **潛在的缺陷**  
「保險期」開始前發生的事故或「保險期」開始前已出現的損壞。
4. **蓄意損壞**  
「閣下」或「住戶」或其「僱員」或「家傭」的蓄意行為。
5. **間接損失**  
任何性質的間接損失。
6. **貶值**  
任何財物的貶值或價值損失。
7. **剝奪擁有權**
  - (a) 因任何合法組成的機構充公、收歸國有、強佔或徵用而被永久或暫時剝奪擁有權。
  - (b) 因任何人士非法佔用所致的永久或暫時剝奪擁有權。
8. **未經許可建築工程**  
受保「樓宇」內或上之現有或新建未經許可結構及/或未經許可建造、搭建、拆卸、修理、安裝及翻新工程。於本條款而言，未經許可結構及未經許可建築工程將依照《建築物條例》(香港法例第123章)詮釋。
9. **污染及沾污物**  
「閣下」將煙霧、水蒸氣、油煙、煙、酸性物質、鹼性物質、有毒化學物、液體或氣體、廢料或其他刺激物、沾污物或污染物排放、發放、釋放或漏出至土地或空氣內、任何水道或水中而造成污染。
10. **輻射污染**  
因下列事故直接或間接招致或引起的任何支出、後果損失、法律責任或財物損失：
  - (a) 任何核子燃料或核子燃料燃燒後所產生的核子廢料所引致的電離子輻射或放射性污染。
  - (b) 任何爆炸性核子機組或核子港元件產生的輻射性、毒性、爆炸性或其他危險物質。
  - (c) 任何採用原子、核裂變、聚變或其他類似反應或放射性力量或物質的核子武器。
  - (d) 放射性、有毒、爆炸或其他危險或任何有污染性質的放射性物質。
11. **戰爭**
  - (a) 戰爭、侵略、外敵入侵、敵對局面或交戰事件(不論正式宣戰與否)或內戰。
  - (b) 政變或平民叛亂升級或擴大至大規模的叛變事件、軍事政變、反叛、革命、軍事行動、篡權或與任何組織(從法律上或實際上或透過恐怖活動或暴力參與推翻政府活動之組織)有關或代表此等組織之人士所作的行為。
12. **恐怖活動**
  - (a) 任何恐怖活動，不論是否由其他原因或事件同時或以任何時序所致而造成之損失。
  - (b) 任何抑制、防止、鎮壓、報復或回應恐怖活動的行動。
  - (c) 於本不承保事項，恐怖活動包括任何人或團體不論在法律上或實際上獨自行動或代表任何組織或政府，為達到政治、宗教、意識形態或類似目的(包括不論合法與否)意圖影響任何國家在法律上或實際上的政府或其任何政治分部，及/或威脅公眾或任何國家的部分公眾的行為、準備或恐嚇行動，包括：
    - i. 涉及以暴力對待一人或多人；
    - ii. 涉及財物損毀；
    - iii. 危害生命但不包括執行行動的人；
    - iv. 對健康或公眾或部分公眾的安全製造風險；或
    - v. 設計干擾或破壞某電子系統。
  - (d) 如有任何行動或訴訟關於「蘇黎世」引用此條款而不負責任何損失或損毀，「閣下」需自行負責提供證據證明該損失或損毀是受保範圍之列。
13. **聲震**  
以聲波或超聲波速度行駛的飛機或其他飛行裝置產生的壓力波。
14. **軟件及數據相關損失不承保事項**
  - (a) 任何「軟件損失」，但不包括以下：
    - i. 純粹因裝載程式、電腦軟件或操作系統、程式指令或運輸、處理或含有數據的設備、硬件、媒體或裝置直接實際損失或直接實際損壞造成的「軟件損失」。
    - ii. 「軟件損失」導致火警或爆炸造成有形財物直接實際損失或直接實際損壞。於本不承保事項，電子數據、程式、電腦軟件或操作系統、程式指示及數據均非有形財物。
  - (b) 「軟件損失」指因故障、失靈、失效、刪除、錯誤、發現「病毒」導致任何程式、電腦軟件或操作系統、程式指令或數據損失或損壞，或由此造成的使用不善、停用、功能減退、相關費用、開支或責任。  
「軟件損失」包括但不限於經許可或未經許可使用任何電腦、通訊系統、檔案伺服器、網絡設備、電腦系統、電腦硬件、數據處理設備、電腦記憶體、微型晶片、

微型處理器(電腦晶片)、集成電路或電腦內置的同類裝置、任何程式、電腦軟件或操作系統、程式指令或數據所導致的損失或損壞。

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

## 第IV部分——一般保單條款

### 1. 妥為遵循

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

### 2. 整體協議

本「保單」包括所有「有關文件」，乃立約各方之間的整體協議。任何代理或其他人士均無權更改或豁免本「保單」的任何條款。本「保單」如有任何修改，必須獲得「蘇黎世」有關的負責人批准並簽發批單作實，方始生效。

### 3. 虛報或漏報資料

若「閣下」或任何代表「閣下」之人士在投保表格及聲明或就任何索償知情地作出任何虛假陳述或未能遵行最高誠信，「本公司」概不就任何索償進行理賠責任，本「保單」規定之所有保障亦即時停止生效。「蘇黎世」亦不會就已付保費作出任何退款。如「本公司」已支付本節任何保障，「閣下」必須於收到「蘇黎世」發出之還款通知書後七(7)日內退還有關之保障賠償予「蘇黎世」。

### 4. 風險變更

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

### 5. 緊急家居支援服務

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

### 6. 其他保險

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

只適用於第2及4節如在蒙受損失當時，「閣下」或「閣下」的代表已採購任何其他保險保障承保財物的損失、損毀或損壞，「蘇黎世」只會賠償本「保單」各節損失的應計比例。如其他保險證明保障任何承保財物但有條款規定無須與本「保單」共同分擔全部或部分損失，「蘇黎世」只會根據有關財物價值的投保額，按比例支付賠償。

### 7. 合理謹慎

「閣下」必須：

- (a) 採取所有合理謹慎措施，以維持「閣下」之「家居」、所有「家居財物」及任何使用於「閣下」之「家居」的物品之狀態及功用良好。
- (b) 作出所有合理預防措施，避免引致「身體損傷」及財物損壞。
- (c) 遵從任何公共機構就人身或財物安全制定之所有法定義務、附例或規例。

### 8. 保費

「蘇黎世」保留權利根據適用的保險費率於「保費」到期日修改或調整「保費」，並於三十(30)天前以書面通知「閣下」，而首繳費將不予退還。

### 9. 取消保單

「蘇黎世」可向「閣下」發出三十(30)日事前書面通知取消本「保單」，通知書將以掛號郵件方式寄至「閣下」最後為「蘇黎世」所知的地址，並會將已扣減本「保單」執行期內按比例調整之「保費」退還「閣下」，惟須於取消保單前的保險期內並沒有任何索償紀錄。

「閣下」可以隨時取消此「保單」，「蘇黎世」會按比例形式計算保單生效少於一(1)年或「閣下」選擇取消保單的退保保費。

若繳付保費方式為月繳，本保單之應繳保費為起保日計算至取消保單生效日後的第一个月日。

### 10. 索償通知

如要申請索償，「閣下」必須於引致損失的事件發生後三十(30)日內以書面通知「本公司」。倘因「意外」死亡之索償，「閣下」之合法代表必須立即通知「本公司」。本公司所需之任何證明書、資料及證據，須依據「本公司」所定之形式及性質提交，而所需費用概由「閣下」或「閣下」之個人代表負責。如「閣下」不遵守本條款，「本公司」將全權酌量決定不會支付本「保單」的任何保障。

### 11. 損失證明

所有損失證明文件需於「本公司」收到賠償申報表後三十(30)日內呈交給「本公司」。倘有合理的理由不能於此限期內將有關證明文件送交「本公司」，但已儘可能於限期後立即送交，且從需要該有關證明文件起計不超過一百八十(180)日之限，則不會被視為放棄申請賠償的權利。「本公司」所需之證書、資料及證據，須依據「本公司」所定之形式及性質提交，所有費用需由索償者負責，「本公司」概不會負責任何費用。

### 12. 索償時限

除索償已被「本公司」接納或為有待進行之未審結訴訟或仲裁外，於任何情況下，「本公司」概不會就「閣下」於引致損失的事件發生後滿十二(12)個月方提出之有關索償支付賠償。

### 13. 責任索償

「閣下」未經「本公司」事先書面同意，不可承認、否認或解決任何索償。

### 14. 收款

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

### 15. 保單詮釋

本「保單」的詮釋及所載之任何詞彙均按照香港特別行政區法律解釋。

### 16. 筆誤

「本公司」的筆誤不會令生效之保單因而失效，或令失效之保單因而生效。

### 17. 法律訴訟

當索償證明文件依據本「保單」規定送交「本公司」後，六十(60)日內不得向本「保單」進行法律訴訟以求賠償。此外，「閣下」亦不得在「本公司」要求其提供索償證明的指定期屆滿一(1)年後提出訴訟。

### 18. 代位權

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

### 19. 替代性爭議解決方案

如有任何關乎本「保單」出現的爭議，爭議各方可根據香港司法機構為民事調解所訂立及爭議當時所適用之有關義務指示，真誠進行調解。如爭議各方未能於九十(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(1)名，而仲裁程序應以英語進行。須明文聲明，在爭議各方根據本「保單」行使任何法律權利前，必須先取得仲裁決定。不論任何類型爭議解決方案的任何狀況或結果，如「本公司」否認或否決，「閣下」追索本「保單」之任何責任，而並未於「本公司」所發出之通知十二(12)個月內按以上

規定展開仲裁，「閣下」之賠償申請即被視作已被撤回或放棄，並且不能根據本「保單」再次進行追討。

20. **第三者權利**

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

21. **遵從基本條款**

如「閣下」違反本「保單」任何條款，所有就本「保單」提出的索償均告無效。

22. **個人資料收集目的**

「本公司」將根據「本公司」不時通知「閣下」的私隱政策使用所有已收集及持有的個人資料，「閣下」亦可透過此網址查閱有關私隱政策：

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

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

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

23. **管轄法律及司法裁判權**

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

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## 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\\_nonlifepolicyervices\\_privacy.htm](http://www.zurich.com.hk/eng/cs_nonlifepolicyervices_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。*