

ZURICH INSURANCE COMPANY LTD
(a company incorporated in Switzerland)

AMERICAN EXPRESS
HOME INSURANCE PLAN
美國運通家居保險計劃

Hong Kong Office

25-26/F, One Island East,
18 Westlands Road,
Island East, Hong Kong
Tel. No. : 2903 9445
Fax No. : 2903 9340
Web Site : <http://www.zurich.com.hk>

香港辦事處

香港港島東
華蘭路 18 號
港島東中心25 - 26樓
電話 : 2903 9445
圖文傳真 : 2903 9340
網址 : <http://www.zurich.com.hk>

AMERICAN EXPRESS HOME INSURANCE PLAN

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

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

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

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.

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 and/or a member of Your Household 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 landlord's Fixtures and Fittings owned or entitled to you inside Your Home and 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 and laptop computers, Electronic Communication Products, Valuables, collection of stamps, coins or medals and interior decorations which belong to You and/or a member of Your Household but excluding

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

Deductible

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

Domestic Helper

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

Electronic Communication Products

means pagers, portable/mobile phones, smart phones, personal digital assistant (PDA), hand-held computers and tablet PC of any kinds.

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 in Your Home which would not be removed or taken when moving to a new Home.

Home

means the private dwelling, house or private flat owned or occupied by You and/or a member of Your Household at the insured location stated in the Schedule.

Household

means a member of Your family, relatives and/or other persons permanently living at Your Home.

Limit of Liability / Sum Insured

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

Money

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

Period of Insurance

means the period of insurance as stated in the Schedule.

Personal Belongings

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

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

Policy

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

Premium

means the premium amount stated in the Schedule.

Schedule

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

Valuables

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 TABLE OF BENEFITS

| Coverage Section | Maximum Amount (HKD) | |
|--|---|--|
| | Plan 1 | Plan 2 |
| 1 Legal Liability Limit of Liability Per any one Accident and any one Period of Insurance Deductible for Section 1 | 10,000,000 Not Applicable | 15,000,000 Not Applicable |
| 2 Home Contents Total Sum Insured Per any one Accident and any one Period of Insurance (Sum Insured sub limit for Valuables per any one Accident and any one Period of Insurance) Individual Limit per item, set or collection a) Personal Belongings b) Valuables c) Stamps, coins or medals collection d) Other Contents Deductible for Section 2 Extended Benefits for Section 2 Per any one Accident A – Deterioration of frozen food B – Outdoor property C – Debris removal D – Alternative accommodation E – Feng Shui consultation F – Temporary removal G – Moving to a new Home | 1,000,000 (300,000) 20,000 30,000 5,000 150,000 Not Applicable 5,000 50,000 (2,000 per item) 20,000 60,000 (1,500 per day for maximum 45 days) 3,000 100,000 100,000 | 2,000,000 (300,000) 20,000 30,000 5,000 150,000 Not Applicable 5,000 50,000 (2,000 per item) 20,000 100,000 (2,500 per day for maximum 45 days) 3,000 100,000 100,000 |
| 3 Emergency Assistance Benefits Electrical, Plumbing, Locksmith Assistancess Others | Referral Service And 500 per Accident Referral Service only | Referral Service And 500 per Accident Referral Service only |
| 4 Worldwide Personal Possessions Total Sum Insured Per any one Accident and any one Period of Insurance Individual Limit per item, set or collection Deductible for Section 4 Extended Benefits for Section 4 Per any one Accident A – Loss of Money B – Unauthorized use of credit cards C – Replacement of personal documents | 30,000 5,000 350 3,000 3,000 3,000 | 30,000 5,000 350 3,000 3,000 3,000 |

PART III COVERAGE

Section 1 Legal Liability

Liabilities Which Are Insured

Owner's Legal Liability

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

Occupier's Legal Liability

- 1.2 Zurich will indemnify You and a member of Your Household for compensation that You and/or a member of Your Household become legally liable to pay as occupier of Your Home for Accidental Bodily Injury to another person or Accidental damage to another person's property that happens in or at Your Home during the Period of Insurance.

Pets Owner's Legal Liability

- 1.3 Zurich will indemnify You and a member of Your Household for compensation that You and/or a member of Your Household become legally liable to pay as owner of pet(s), which are normally residing with You and a member of Your Household in Hong Kong, for an Accident occurring anywhere in Hong Kong which causes Accidental Bodily Injury to another person or Accidental damage to another person's property during the Period of Insurance.

Worldwide Personal Legal Liability

- 1.4 Zurich will indemnify You and a member of Your Household for compensation that You and/or a member of Your Household become legally liable to pay in personal capacity
- 1.4.1 for Accidental Bodily Injury to another person or Accidental damage to another person's property anywhere in Hong Kong other than in or at Your Home during the Period of Insurance.
- 1.4.2 for Accidental Bodily Injury to another person or Accidental damage to another person's property anywhere outside Hong Kong during the Period of Insurance provided that the period of You and/or a member of Your Household being outside Hong Kong shall not exceed thirty (30) consecutive days.
- 1.5 Zurich will further indemnify You and/or a member of Your Household for compensation that You and/or a member of Your Household is liable to pay to any third party as a result of any act or omission of a Domestic Helper being on duty in respect of Accident arising out of and in the course of the employment with You and/or a member of Your Household
- 1.5.1 for Accidental Bodily Injury to another person or Accidental damage to another person's property anywhere in Hong Kong during the Period of Insurance.
- 1.5.2 for Accidental Bodily Injury to another person or Accidental damage to another person's property anywhere outside Hong Kong during the Period of Insurance provided that the period the Domestic Helper being outside Hong Kong shall not exceed thirty (30) consecutive days.

Expenses and Legal Costs

- 1.6 Zurich will pay all charges expenses and legal costs under Section 1 that are
- 1.6.1 incurred by Zurich or by You and/or a member of Your Household with Zurich's prior written agreement in the settlement or defense of any claim for compensation; and
- 1.6.2 recovered from You and/or a member of Your Household by claimants in respect of such claims for compensation.

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

- 1.7 Zurich will also indemnify the legal personal representatives of You or a member of Your Household in respect of liability incurred by You or a member of Your Household if they observe the terms and conditions of this Policy so far as that is possible.

Tenant's Liability

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

Owner's Liability in Common Area

- 1.9 Subject to You and/or a member of Your Household being the owner of Your Home, Zurich will further indemnify You and/or a member of Your Household for compensation which You and/or a member of Your Household become legally liable to pay as a part Owner of the Common Parts of the Building subject to the following paragraphs 1.9.1 to 1.9.3.
- 1.9.1 For the purpose of this extended benefit only, the expressions "Common Parts", "Building", and "Owner(s)" have the same meanings as assigned to those expressions in the Building Management Ordinance, Chapter 344 of the Laws of Hong Kong.
- 1.9.2 Where there is any other insurance policy that provides indemnity to liability that is covered under this Clause 1.9, then this extended benefit shall be operative only in respect of
- 1.9.2.1 such liabilities as are not indemnifiable by other insurance policy that You and/or a member of Your Household have taken out; or
- 1.9.2.2 any excess liability beyond and above the amount paid or payable under such other insurance policy.
- 1.9.3 Subject always to the preceding paragraph 1.9.2, the indemnity under this extended benefit is limited to Your and/or a member of Your Household's proportional share of liabilities (and, for the avoidance of doubt, not joint liabilities) as a part Owner in the undivided parts of the Building as determined in accordance with Section 39 of the said Building Management Ordinance, Chapter 344.

Liabilities Which Are Not Insured

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

Member of Household/Employees

- 1.10.1 Bodily Injury to You, a member of Your Household or any Employee or Domestic Helper of You or a member of Your Household.
- 1.10.2 damage to property belonging to or under the care custody or control of You, a member of Your Household a member of Your Household or any Employee or Domestic Helper of You or a member of Your Household.

Lifts And Elevators

- 1.10.3 Bodily Injury or damage to property arising out of or incidental to the use of lifts or elevators.

Other Premises

- 1.10.4 the ownership or occupation of any land or building other than Your Home or the Building.

Business and Professions

- 1.10.5 the pursuit or exercise by You or a member of Your Household of any employment business trade or profession.

Vehicles

- 1.10.6 the ownership possession or use of electrical or mechanical propelled vehicles, pedal cycles being used for racing, watercraft, aircraft or model aircraft owned by or in the custody or control of or on behalf of You or a member of Your Household.

Contractual Liability

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

Unauthorized Building Works

- 1.10.8 any unauthorized structures and/or unauthorized building erection, demolition, repair, installation and renovation works on or within the Building. For the purpose of this clause the meaning of

unauthorized structures and/or unauthorized building works will be construed in accordance with the Buildings Ordinance, Chapter 123 of the Laws of Hong Kong.

Electronic Data Exclusion

1.10.9 the transmission of any computer code, programme or other data.

1.10.10 the unauthorised taking of or access to data.

Asbestos Exclusion

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

Maximum Liability of Zurich

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

Deductible

1.12 Zurich will not be liable for the amount as stated as Deductible for Section 1 in Table of Benefits or such other amount(s) as specified in the Schedule, in respect of each and every loss under this Section.

Section 2 Home Contents

Events Which Are Insured

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

Events Which Are Not Insured

- 2.2 Unless otherwise stated, Zurich will not indemnify You and/or a member of Your Household for any loss, destruction or damage directly or indirectly caused by

Theft

- 2.2.1 theft of Home Contents unless following a forcible and violent entry to or exit from Your Home which has been reported to the police within twenty-four (24) hours of discovery.
- 2.2.2 theft by You, a member of Your Household or Your Domestic Helper or any person entered to Your Home with the consent of You and/or a member of Your Household or by any Employee or Domestic Helper of You and/or a member of Your Household.

Dishonesty

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

Wear and Tear

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

Damage by Animals

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

Unoccupancy

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

Lent, Let or Sub-Let

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

Electrical / Mechanical Breakdown

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

Maximum Liability of Zurich

- 2.3 The maximum liability of Zurich under this Section including all Extended Benefits under this Section will not exceed the total Sum Insured for Section 2 as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in total per Accident and in aggregate during the Period of Insurance.
- 2.3.1 Unless specifically declared to and accepted by Zurich, the maximum liability of Zurich in respect of any single item of the Valuables normally kept at Your Home and the total liability will not exceed the amount as stated in Table of Benefits or such other amount(s) as specified in the Schedule in total per Accident and in aggregate during the Period of Insurance.

- 2.3.2 Unless specifically declared to and accepted by Zurich, the maximum liability of Zurich in respect of any single item, shall not exceed the individual limit as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in total per Accident.
- 2.3.3 the Sum Insured under this Policy for Home Contents is
- (a) automatically increased by 10% for any claim that occurs during the month of December and during the first seven (7) days of the Chinese New Year.
 - (b) automatically increased by 10% for any claim that occurs during the one (1) month immediately before and one (1) month immediately after the wedding day of You and/or a member of Your Household.

Basis of Settlement

Sets, Pairs and Collections

- 2.4 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

- 2.4.1 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

- 2.4.2 If You or a member of Your Household replace any "Energy Efficient Product" insurable under this Policy with a new item of the "Energy Efficient Product" of identical or improved quality, subject to the damaged "Energy Efficient Product" being beyond repair in accordance with Clause 2.4.1 in this Policy:
- (a) Zurich will pay an extra benefit of not more than 10% of the purchase price of the replacing "Energy Efficient Product" in any Period of Insurance for any one item of the Home Contents under this 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 amount as stated as Deductible for Section 2 in 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 Section 2 as stated in the Table of Benefits or such other amount(s) as specified in the Schedule in total per Accident and in aggregate during the Period of Insurance, indemnify You and/or a member of Your Household for:

A - Deterioration of Frozen Food

1. Accidental loss or damage to food
 - (a) in Your domestic freezer or refrigerator in Your Home caused by a sudden rise or fall in temperature or contamination from refrigerant or refrigerant fumes.
 - (b) which has been removed from Your domestic freezer or refrigerator following damage to Your domestic freezer or refrigerator in Your Home during the Period of Insurance by any cause insured by this Section.

2. Zurich will not pay for any loss or damage
 - (a) caused as a result of the deliberate act or withholding or restricting of power supply by any power supplier or authority.
 - (b) resulting from willful neglect by You and/or a member of Your Household.
 - (c) if Your domestic freezer or refrigerator is more than ten (10) years old from the date of manufacture at the time of the Accident.
3. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

B - 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 Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

C - Debris Removal

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

D - Alternative Accommodation

1. The necessary and reasonable cost of comparable alternative accommodation and/or meal allowance for You, member(s) of Your Household and/or pet(s) which are normally residing with You and member(s) of Your Household in Hong Kong until Your Home is fit to live in again when Your Home is made uninhabitable by any of the causes insured by this Section.
2. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

E - Feng Shui Consultation

1. Any Feng Shui consultation costs and expenses which You incur with Zurich's prior written consent when Your Home is made uninhabitable by any of the causes insured by this Section.
2. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

F - 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 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 Section 2 where applicable.

G - Moving to a New Home

1. Accidental loss or damage to Home Contents while being moved by a professional mover from Your Home to any Building within the territory of Hong Kong where You and a member of Your Household will

reside.

2. Zurich will not indemnify for any loss or damage to Home Contents being left in an unattended vehicle.
3. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.
4. Payment for this Extended Benefit will be subject to the Basis of Settlement for Section 2 where applicable.

Section 3 Emergency Assistance Benefits

Benefits Which Are Provided

3. Zurich has arranged an "Emergency Home Assistance Service" to provide You and/or a member of Your Household with the following benefits in case of Emergency:

Electrical Assistance

- 3.1 Emergency Home Assistance Service will arrange and pay up to a maximum amount for this Assistance as stated in the Table of Benefits per Accident for a registered electrician to effect immediate temporary repair of Your electrical installations and appliances which belong to You and/or a member of Your Household.

Plumbing Assistance

- 3.2 Emergency Home Assistance Service will arrange and pay up to a maximum amount for this Assistance as stated in the Table of Benefits per Accident for a licensed plumber to effect immediate temporary repair in the event of clogging, bursting or overflowing of pipes and the water supply system which belong to You and/or a member of Your Household.

Locksmith Assistance

- 3.3 Emergency Home Assistance Service will arrange and pay up to a maximum amount for this Assistance as stated in the Table of Benefits per Accident for a locksmith to open any doors and/or repair the door lock if You and/or a member of Your Household are accidentally locked outside or inside Your Home.

Benefits Which Are Not Provided

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

Enquiry and Referral Services Which Are Provided

- 3.5 Emergency Home Assistance Service can arrange for the following services for You and/or a member of Your Household at You and/or a member of Your Household's request but any expenses for the services will be solely borne by You and/or a member of Your Household:

Home Cleaning Service

- 3.5.1 For a company specializes in home cleaning to perform cleaning services at Your Home.

House Call / Dental Referral

- 3.5.2 For a house call to Your Home by a registered doctor or medical specialist or secure an appointment with a dental practitioner.

Baby Sitting / Domestic Helper / Nursing Assistance

- 3.5.3 For a baby sitter or domestic helper to take care of Your child(ren) and/or a member of Your Household during Your absence from Home. A qualified nurse may also be arranged to attend Your Home for the needs of any person specified by You and/or a member of Your Household.

Pest Control Service

- 3.5.4 For a company specializes in pest control to carry out any pest control services at Your Home.

The EMERGENCY HOME ASSISTANCE SERVICE is rendered by the service provider nominated by Zurich Insurance Company Ltd

Emergency Home Assistance Service Hotline:+852 2851 0038

Section 4 Worldwide Personal Possessions Protection

Events Which Are Insured

Personal Belongings

4. Zurich will indemnify You and/or a member of Your Household for any Accidental loss, destruction or damage to Personal Belongings belonging to You and/or a member of Your Household anywhere in the world during the Period of Insurance provided that such loss is reported to the local police within twenty-four hours (24) of discovery.

Events Which Are Not Insured

- 4.1 Zurich will not indemnify for any loss destruction or damage directly or indirectly caused by

Vermins Mildew

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

Customs Authority

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

Mechanical and Electrical Derangement

- 4.1.3 mechanical or electrical derangement or scratching or breakage of lenses or glass unless accompanied by other damage for which You are entitled to indemnity under this Section.

Maximum Liability of Zurich

- 4.2 The maximum liability of Zurich under this Section 4 will not exceed HKD5,000 or 20% of the Sum Insured of this Section, whichever is the lesser, in respect of any single item in any Period of Insurance unless specifically declared and accepted by Zurich.

Basis of Settlement

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

Sets, Pairs and Collection

- 4.4 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.

- 4.4.1 Zurich will not pay the cost of replacing any undamaged items of a pair, set or collection.

Underinsurance

- 4.5 If at the time of any Accident, any one specifically declared item of the Personal Belongings of You and/or a member of Your Household is of a greater value than the corresponding Sum Insured stated in the Schedule, You and/or a member of Your Household shall bear a share of the loss or damage in every claim corresponding directly to the proportion of underinsurance.

Deductible

- 4.6 Zurich will not be liable for the amount as stated in Deductible for Section 4 in Table of Benefits or such other amount(s) as specified in the Schedule, in respect of each Accident under this Section.

Extended Benefits

Zurich will also indemnify You and/or a member of Your Household for

A - Loss of Money

1. Accidental loss of Money which happens anywhere in the world provided that such loss is reported to the local police within twenty-four hours (24) of discovery.

2. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

B - Unauthorized Use of Credit Cards

1. Accidental loss resulting from unauthorized use of credit cards in the event of theft or robbery which happens anywhere in the world provided that such loss is reported to the local police and the financial institution issuing the credit cards within twenty-four (24) hours of discovery.
2. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

C - Replacement of Personal Documents

1. The cost of replacement of personal identification documents and credit cards in the event of theft or robbery which happens anywhere in the world provided that such loss is reported to the local police and embassy of the country issuing the personal identification document and/or financial institutions issuing the credit cards within twenty-four (24) hours of discovery.
2. Zurich will not pay more than the maximum amount for this Extended Benefit as stated in Table of Benefits or such other amount(s) as specified in the Schedule in respect of each Accident.

PART IV GENERAL EXCLUSIONS

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

- 1. Unexplained Loss**
unexplained loss or disappearance of any property.
- 2. Criminal Activities**
any wilful, malicious or unlawful act of You or any criminal acts of any person.
- 3. Latent Defects**
events which already happened or damage which already existed before the beginning of the Period of Insurance.
- 4. Deliberate Damage**
deliberate acts of You and/or a member of Your Household or Employee or Domestic Helper of You and/or a member of Your Household.
- 5. Consequential Loss**
consequential loss of any kind.
- 6. Loss of Value**
depreciation or loss in value of any property.
- 7. Dispossession**
 - (a) permanent or temporary dispossession resulting from confiscation, nationalization, commandeering or requisition by any lawfully constituted authority.
 - (b) permanent or temporary dispossession resulting from the unlawful occupation by any person.
- 8. Unauthorized Building Works**
any unauthorized structures and/or unauthorized building erection, demolition, repair, installation and renovation works on or within the Building. For the purpose of this clause the meaning of unauthorized structures and unauthorized building works will be construed in accordance with the Buildings Ordinance, Chapter 123 of the Laws of Hong Kong.
- 9. Pollution & Contamination**
the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants by You and/or a member of Your Household into or upon land atmosphere or any water course or body of water.
- 10. Radioactive Contamination**
any expenses, consequential loss, legal liability or loss of or damage to any property directly or indirectly arising from
 - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
- 11. War**
 - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
 - (b) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of

it by terrorism or violence.

12. Terrorism

- (a) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- (b) any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.
- (c) for the purpose of this exclusion, an act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which
 - i. involves violence against one or more persons
 - ii. involves damage to property
 - iii. endangers life other than that of the person committing the action;
 - iv. creates a risk to the health or safety of the public or a section of the public; or
 - v. is designed to interfere with or disrupt an electronic system.
- (d) in any action, suit or other proceedings where Zurich allege that by reason of the provisions of this condition any loss or damage is not covered by this Policy the burden of proving that such loss or damage is covered shall be upon You.

13. Sonic Bangs

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

14. Electronic Date Recognition (applicable to all Sections of Part III Coverage except Section 3)

- (a) any Accident, loss, damage, destruction, consequential loss, Bodily Injury, expenses and/or liability whensoever occurring directly or indirectly, proximately, ancillary, consequentially or remotely occasioned by, contributed to/by or traceable to, or arising out of or in connection with any Computer System (as hereinafter defined) not Year 2000 compliant (as hereinafter defined), whether such Computer System belongs to You or not.
- (b) any cost or expense howsoever or whensoever incurred for the correction, conversion, renovation, rewriting or replacement of any Computer System, whether belonging to You or not, so as to render such Computer System Year 2000 Compliant (as hereinafter defined).
- (c) any Accident, loss, damage, destruction, consequential loss, bodily injury, expenses and/or liability whensoever occurring directly or indirectly, proximately, ancillary, consequentially or remotely occasioned by, contributed to/by or traceable to or arising out of or in connection with any correction, conversion, renovation, rewriting or replacement, or any attempt thereat of any Computer System (as hereinafter defined) whether belonging to You or not, so as to render or attempt to render such Computer System Year 2000 Compliant (as hereinafter defined).

But this will not exclude subsequent loss, damage and/or destruction of property insured (except money and glass) which itself results from a Defined Peril (as hereinafter defined) otherwise covered by this Policy.

For the purpose of this exclusion:

- (1) A "Computer System" means any equipment installation system device and/ or medium and any peripheral devices software firmware new releases updates translations compilations copies partial copies and modifications attached thereto (including microchips integrated circuits and other components and parts forming part thereof or forming part of such attached peripheral devices) for processing manipulating storing or retrieving data electronically and the expression "Computer System" also includes or refers to any hardware-and-software code commands and instructions programmed into or encoded in any part of or used in connection with the Computer System
- (2) A "Computer System" is deemed "not being Year 2000 Compliant" if for any reason whatsoever it fails to or is not capable of correctly recognizing any date as its true calendar date or capturing saving or retaining and/or correctly manipulating interpreting or processing any data or information or command or instruction as a result of
 - i. treating any date otherwise than as its true calendar date

- ii. the operation of any command which has been programmed into any computer hardware or software, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date
 - iii. the inability to transfer from one calendar day to the next calendar day.
- (3) A Computer System is deemed "Year 2000 Compliant" for the purpose of Section 14 (a), 14 (b) and 14 (c) of this exclusion when it does not fall within the definition of "not being Year 2000 Compliant" set out above.

In any action suit or other proceedings where the Company allege that by reason of Section 14 (a), 14 (b) and 14 (c) of this exclusion any Accident, loss, damage, destruction, consequential loss, Bodily Injury expenses and/or liability is not indemnifiable by this Policy, the burden of proving that such any accident, loss, damage, destruction, consequential loss, bodily injury expenses, and/or liability is indemnifiable by this Policy will be upon You or any other person claiming to be indemnified.

- (4) "Defined Peril" means fire, lighting, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Where this exclusion is at variance with or inconsistent with any terms provision or conditions of the Policy, this exclusion shall take precedence and shall prevail.

15. Software and Data-Related Losses Exclusion (applicable to all Sections except Sections 1 and 3)

- (a) any "Software Loss" except:
- i. "Software Loss" resulting solely from direct physical loss of or direct physical damage to the equipment, hardware, media or device on which the programme, computer software or operating systems, programming instructions, or data are transported, processed or contained.
 - ii. direct physical loss or direct physical damage to tangible property by fire or explosion that results from a "Software Loss". For the purposes of this exclusion, electronic data, programme(s), computer software or operating system(s) programming instruction(s) and data are not tangible property.
- (b) "Software Loss" means loss of or damage to any programme(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.

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

PART V GENERAL CONDITIONS

1. Due Observance

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

2. Entire Contract

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

3. Misrepresentation or Non-disclosure

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

4. Alteration in Risk

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

5. Emergency Assistance

The service provider of Emergency Home Assistance 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 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.

Short period rates

You may also cancel this Policy at any time. For a policy issued or renewed for less than one (1) year, the following rates apply in calculating return Premium on policy cancelled at Your request and not replaced within a period of one (1) year from date of cancellation, subject to the minimum Premium (HKD500 after client's discount) charged by Zurich:

Period

| | |
|-------------------------|---------------------|
| (not exceeding) 1 month | 20% of Annual Rate |
| 2 months | 30% of Annual Rate |
| 3 months | 40% of Annual Rate |
| 4 months | 50% of Annual Rate |
| 5 months | 60% of Annual Rate |
| 6 months | 70% of Annual Rate |
| 7 or 8 months | 80% of Annual Rate |
| (exceeding) 8 months | Full Annual Premium |

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 Your personal representative and shall be in such form and of such nature as We may prescribe. If You do not comply with this condition, We shall have the sole discretion to decide not to pay any benefits under this Policy.

11. Proof of Loss

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

12. Claims Admittance

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

13. Liability Claims

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

14. Recipient

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

15. Policy Interpretation

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

16. Clerical Error

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

17. Legal Action

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

18. Subrogation

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

19. Alternative Dispute Resolution

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

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

20. Rights of Third Parties

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

21. Compliance with Policy Provisions

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

22. Statement of Purpose for Collection of Personal Data

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

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

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

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

23. Governing Law and Jurisdiction

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

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。

第一部分 詞彙釋義

如以下詞語解釋適用於本「保單」：

「意外」

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

「身體損傷」

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而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，包括屬於「閣下」或「閣下」名下的業主「固定附著物」及「裝置」及其牆壁、閘及圍欄，但不包括地基、排水渠或最低樓層底下的建築物任何部份。

「家居財物」

指屬於「閣下」及/或「住戶」之傢具、「固定附著物」、「裝置」、平板玻璃、固定玻璃物品、衣服、家居用品、個人物品、桌上型電腦及筆記型電腦、「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：

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

「自負額」

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

「家傭」

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

「電子通訊產品」

指傳呼機、便攜式/手提電話、智能手提電話、個人數碼助理、掌上電腦及任何類型的平板電腦。

「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。

「家居」

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

「住戶」

指「閣下」永久性居於「家居」內的家庭成員、親屬及或其他人士。

「責任限額」/「投保額」

指「附表」註明之責任限額或受保金額。

「金錢」

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

「保險期」

指「附表」註明之保險期。

「個人物品」

指日常生活一般穿戴或攜帶的財物，但不包括：

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

「保單」

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

「保費」

指「附表」列明之保費款項。

「附表」

指附屬及構成本「保單」一部分之「保單」附表。

「貴重物品」

指珠寶、黃金、銀、貴重金屬、皮草、腕錶、古玩、藝術品及古董。

「閣下」

指「附表」上註明為受保人之人士。

「蘇黎世/承保人/本公司」

指蘇黎世保險有限公司。

第二部分 保障表

| 保障範圍 章節 | 最高保障額 (港元) | |
|---|--|---|
| | 計劃 1 | 計劃 2 |
| 1 法律責任 保障額 任何一宗「意外」及任何一個「保險期」 「自負額」 | 10,000,000 不適用 | 15,000,000 不適用 |
| 2 家居財物 總投保額 任何一宗「意外」及任何一個「保險期」 (個別限額: 貴重財物) 個別項目保障限額(每件、每組或每系列) a) 個人財物 b) 貴重財物 c) 郵票、錢幣或徽章收藏集 d) 其他財物 「自負額」 額外保障 (任何一宗「意外」) A – 冷藏食物變壞 B – 室外家居財物保障 C – 清理碎礫 D – 替代居所 E – 風水顧問費用 F – 暫時性搬遷 G – 搬遷新居 | 1,000,000 (300,000) 20,000 30,000 5,000 150,000 不適用 5,000 50,000 (每件 2,000) 20,000 60,000 (每天 1,500 港元, 最多 為 45 天) 3,000 100,000 100,000 | 2,000,000 (300,000) 20,000 30,000 5,000 150,000 不適用 5,000 50,000 (每件 2,000) 20,000 100,000 (每天 2,500 港元, 最多 為 45 天) 3,000 100,000 100,000 |
| 3 緊急援助服務 電力維修, 水喉匠, 鎖匠 其他 | 提供 轉介資料及 每宗事件 500 只限於諮詢及提供 轉介資料 | 提供 轉介資料及 每宗事件 500 只限於諮詢及提供 轉介資料 |
| 4 全球私人財物保障 總投保額 任何一宗「意外」及任何一個「保險期」 個別項目保障限額(每件、每組或每系列) 「自負額」 額外保障 任何一宗「意外」 A – 金錢失竊 B – 未經授權使用信用卡 C – 補領個人證件 | 30,000 5,000 350 3,000 3,000 3,000 | 30,000 5,000 350 3,000 3,000 3,000 |

第三部分 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」及/或「住戶」作為「家居」的業主由此招致任何法律上的賠償責任，「蘇黎世」將就此向「閣下」及「住戶」作出賠償。

佔用人法律責任

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

寵物主人法律責任

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

全球性個人法律責任

- 1.4 「蘇黎世」將就下述情況為「閣下」及/或「住戶」的個人於法律上的賠償責任作出賠償
- 1.4.1 處於香港任何地方並因「保險期」內任何「意外」引致他人蒙受「身體損傷」或財物受損而需承擔的法律上的賠償責任。
- 1.4.2 處於香港以外任何地方並因「保險期」內任何「意外」引致他人蒙受「身體損傷」或財物受損而需承擔的法律責任，惟「閣下」及/或「住戶」身處外地的時間不可多於連續三十(30)天。
- 1.5 此外，「蘇黎世」將就下述情況為「閣下」及/或「住戶」因「家傭」於僱員合約期間工作時疏忽或任何行為所引致的個人於法律上的賠償責任作出賠償
- 1.5.1 處於香港任何地方並因「保險期」內任何「意外」引致他人蒙受「身體損傷」或財物受損而需承擔的法律責任。
- 1.5.2 處於香港以外任何地方並因「保險期」內任何「意外」引致他人蒙受「身體損傷」或財物受損而需承擔的法律上的賠償責任，惟「家傭」身處外地的時間不可多於連續三十(30)天。

支出及法律費用

- 1.6 「蘇黎世」將支付第 1 節下符合以下條件的開支、支出及法律費用：
- 1.6.1 所有經「蘇黎世」事先書面同意，及由「蘇黎世」或「閣下」及/或「住戶」就任何索償達成和解或提出抗辯所招致之開支、支出及法律費用；及
- 1.6.2 任何索償人就該責任賠償向「閣下」及/或「住戶」成功追討的所有開支、支出及法律費用。

法定遺產代理人(適用於遺囑認證及遺產管理書)

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

租客責任

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

業主就公用地方承擔的責任

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

不承保責任

- 1.10 「蘇黎世」不會承保任何由以下情況引致的責任：

住戶僱員

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

升降機及扶手電梯

- 1.10.3 使用升降機或扶手電梯所引致或關連的「身體損傷」或財物損壞。

其他樓宇

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

業務及事業

- 1.10.5 「閣下」及/或「住戶」進行或從事任何職業、業務或事業。

車輛

- 1.10.6 「閣下」及/或「住戶」所擁有、佔管或使用由「閣下」擁有或由其代表看管或控制之車輛、用作賽車用途之腳踏車、船、飛機或模型飛機。

合約責任

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

未經許可建築工程

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

電子資料不承保事項

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

石棉不承保事項

- 1.10.11 石棉、石棉產品或任何含有石棉之產品。

「蘇黎世」最高責任限額

- 1.11 「蘇黎世」於本節中最高賠償責任(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」及任何一個「保險期」的「責任限額」。

「自負額」

- 1.12 「蘇黎世」毋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」及/或「住戶」的「家居財物」蒙受任何「意外」損失、損毀或損壞，「蘇黎世」將向「閣下」及/或「住戶」作出賠償，惟「蘇黎世」只會就「閣下」及/或「住戶」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」及/或「住戶」就下列事故直接或間接引致之損失、損毀或損壞作出賠償：

盜竊

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

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

不誠實行為

2.2.3 因「閣下」及/或「住戶」欺詐行為、哄騙或其他虛假手段。

自然損耗

2.2.4 自然損耗、生鏽、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」因其中一部份被出借、出租或轉讓而招致的損失或損壞。

電力機械故障

2.2.9 電流(雷電除外)導致任何電力設施、裝置或電線損毀。

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

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

「蘇黎世」最高責任限額

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

2.3.1 除非特別向「蘇黎世」聲明並獲得「蘇黎世」同意，否則於「保險期」內，「蘇黎世」就「閣下」「家居」每項「貴重財物」所支付的最高賠償總額不會超過保障表或「附表」中就本節訂明的個別限額。

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

2.3.3 本「保單」就「家居財物」之「投保額」

- (a) 於十二月整月內及農曆新年的首七(7)天發生的賠償額外自動提高百分之十(10%)。
- (b) 於「閣下」及/或「住戶」結婚日的前一(1)個月及後一(1)個月發生的賠償額外自動提高百分之十(10%)。

付款依據

一套、一對或一組條款

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

舊換新基本條款

2.4.1 「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

2.4.2 若「閣下」或「住戶」於「家居」內的「能源效益標籤電器」因任何「意外」損失及損毀，而選擇按項目 2.4.1 所訂明的不能修復情況下，以相同或提高品質的「能源效益標籤電器」產品更換受損的「能源效益標籤電器」產品：

- (a) 「蘇黎世」就本項保障為此價值相同或類似的「能源效益標籤電器」新產品將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」就本節訂明的最高限額。
- (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」毋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」就第 2 節訂明的任何一宗「意外」及「保險期」內的總投保額，「蘇黎世」並會向「閣下」及/或「住戶」作出以下額外賠償：

A - 冷藏食物變壞

1. 食物「意外」損失或損壞：
 - (a) 因溫度驟升驟降或製冷劑或製冷煙污染導致「閣下」家用冰箱或雪櫃內的食物「意外」損失或損壞。
 - (b) 於「保險期」內因本節承保的任何事故導致「閣下」「家居」內的家用冰箱或雪櫃損壞後取出食物造成損失或損壞。
2. 「蘇黎世」不會支付以下損失或損壞：
 - (a) 由蓄意行為或任何電力供應商或政府機構拒絕或限制供電所致。
 - (b) 「閣下」或「住戶」故意疏忽所致。
 - (c) 如在事故時「閣下」的家用冰箱或雪櫃生產已超過十年。
3. 「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。

B - 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。

C - 清理碎礫

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

D - 替代居所

1. 如「家居」因發生本節承保的任何事故而導致不宜居住，「蘇黎世」將賠償「閣下」、「住戶」及/或其香港飼養的寵物另覓同類居所暫住直至「閣下」「家居」再次適宜居住為止所招致之必要及合理費用及/或膳食費用。
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。

E - 風水顧問費用

1. 如「家居」因發生本節承保的任何事故而不宜居住所引致並經「蘇黎世」事先書面同意的風水顧問費用。
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。

F - 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第 2 節的付款依據(如適用)。

G - 搬遷新居

1. 聘請專業搬運公司將「閣下」的「家居財物」由現時居住的「家居」搬至「閣下」及/或「住戶」居住的香港任何「樓宇」時招致的「家居財物」「意外」損失或損壞。
2. 「蘇黎世」不會為被置於無人看管的車輛內的「家居財物」的任何損失或損壞作出賠償。
3. 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗「意外」不多於保障表或「附表」訂明的本額外保障之最高保障額。
4. 本額外保障下的賠償受限於第 2 節的付款依據(如適用)。

第 3 節 緊急援助服務

本公司提供的保障

3 「蘇黎世」安排了「緊急家居支援服務」，於「緊急情況」下為「閣下」及/或「住戶」提供下列保障：

電工支援

3.1 「閣下」及/或「住戶」的電力裝置及電器倘發生任何故障，「緊急家居支援服務」可安排一名註冊電氣技師即時進行臨時修理，並支付修理費用，惟「蘇黎世」就本項支援支付的最高賠償限額為每次「意外」不多於保障表或「附表」訂明的本項支援之最高保障額。

水喉匠支援

3.2 「閣下」及/或「住戶」倘發生供水系統堵塞、爆裂及溢水，「緊急家居支援服務」可安排一名持牌水喉匠即時進行臨時修理，並支付修理費用，惟「蘇黎世」就本項支援支付的最高賠償限額為每次「意外」不多於保障表或「附表」訂明的本項支援之最高保障額。

鎖匠支援

3.3 「閣下」及/或「住戶」「意外」反鎖於「閣下」「家居」內外，「緊急家居支援服務」可安排一名鎖匠開啟大門及/或修理門鎖，並支付修理費用，惟「蘇黎世」就本項支援支付的最高賠償限額為每次「意外」不多於保障表或「附表」訂明的本項支援之最高保障額。

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。

查詢及轉介服務

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

家居清潔服務

3.5.1 安排一間專門清潔家居的公司處理「閣下」「家居」清潔問題。

轉介出診醫生/牙醫

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

托兒/家務助理/看護支援

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

滅蟲服務

3.5.4 安排一間專門滅蟲的公司處理「閣下」「家居」蟲禍的問題。

「緊急家居支援服務」由「蘇黎世」指定的服務供應商提供。

「緊急家居支援服務」熱線：+852 2851 0038

第 4 節 全球個人物品保障

承保事項

個人物品

4. 如「閣下」及/或「住戶」於「保險期」內在世界任何地方因「意外」以致「個人物品」損失、損毀或損壞，「蘇黎世」將作出賠償，但「閣下」及/或「住戶」必須在發現事件後二十四(24)小時內向當地警方報失。

不承保事項

- 4.1 「蘇黎世」不會賠償以下事故直接或間接造成的損失、損毀或損壞：

有害蟲鼠及霉菌

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

海關機構

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

機械及電力錯亂

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

「蘇黎世」最高責任限額

- 4.2 除非另行聲明並獲「蘇黎世」接納，否則於「保險期」內，本節就任何一件物品支付的最高賠償限額不會超過 5,000 港元或「投保額」之百分之二十(20%)，二者取其較低金額。

理賠依據

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

一套、一對或一組條款

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

- 4.4.1 如受損物件屬於一套、一套或一組，「蘇黎世」不會支付未損毀部份的替換費用。

不足額保險

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

「自負額」

- 4.6 「蘇黎世」毋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

「蘇黎世」並會為「閣下」及/或「住戶」作出以下額外賠償：

A - 金錢損失

- 倘「閣下」及/或「住戶」在世界任何地方「意外」金錢損失，並於發現事件後二十四(24)小時內向當地警方報失，「蘇黎世」將賠償「閣下」及/或「住戶」的「意外」金錢損失。
- 「蘇黎世」就本項保障支付的最高賠償限額為任何一宗「意外」不多於保障表或「附表」就本額外保障訂明之最高保障額。

B - 未經授權使用信用卡

1. 倘「閣下」及/或「住戶」在世界任何地方遭遇失竊或搶劫事件，以致「閣下」及/或「住戶」信用卡被盜用，「蘇黎世」會賠償有關之「意外」損失，但「閣下」及/或「住戶」必須在發現事件後二十四(24)小時內向當地警方、當地大使館及發卡機構報失。
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」就本額外保障訂明之最高保障額。

C - 補領個人證件

1. 如「閣下」及/或「住戶」在世界任何地方遭遇失竊或搶劫事件，以致必須補領個人證件及信用卡，「蘇黎世」將支付有關補領費用，但「閣下」及/或「住戶」必須在發現事件後二十四(24)小時內向當地警方、當地大使館及發卡機構報失。
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」就本額外保障訂明之最高保障額

第四部分 一般不承保事項

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

1. **無法解釋的損失**
無法解釋的損失或任何財物失蹤。
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」及/或「住戶」將煙霧、水蒸氣、油煙、煙、酸性物質、鹼性物質、有毒化學物、液體或氣體、廢料或其他刺激物、沾污物或污染物排放、發放、釋放或漏出至土地或空氣內、任何水道或水中而造成污染。
10. **輻射污染**
因下列事故直接或間接招致或引起的任何支出、後果損失、法律責任或財物損失
 - (a) 任何核子燃料或核子燃料燃燒後所產生的核子廢料所引致的電離子輻射或放射性污染。
 - (b) 任何爆炸性核子機組或核子港元件產生的輻射性、毒性、爆炸性或其他危險物質。
 - (c) 任何採用原子、核裂變、聚變或其他類似反應或放射性力量或物質的核子武器。
 - (d) 放射性，有毒，爆炸或其他危險或任何有污染性質的放射性物質。
11. **戰爭**
 - (a) 戰爭、侵略、外敵入侵、敵對局面或交戰事件(不論正式宣戰與否)或內戰；
 - (b) 政變或平民叛亂升級或擴大至大規模的叛變事件、軍事政變、反叛、革命、軍事行動、篡權或與任何組織(從法律上或實際上或透過恐怖活動或暴力參與推翻政府活動之組織)有關或代表此等組織之人士所作的行為。

12. 恐怖活動

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

13. 聲震

以聲波或超聲波速度行駛的飛機或其他飛行裝置產生的壓力波。

14. 確認電子日期（除第 3 節外第三部分均適用）

- (a) 因任何「電腦系統」(根據下文詮釋)不具備 2000 年兼容能力(根據下文詮釋)所直接或間接促成，或由此連帶造成，或有任何輕微關連、相關而引致或引起的任何「意外」、損失、損壞、毀壞、後果損失、身體損傷、開支及/或責任。
- (b) 以任何方式於任何時間因更正、轉換、修復、重編或更換任何「電腦系統」(不論該「電腦系統」屬於「閣下」與否亦然)，以讓該「電腦系統」符合 2000 年兼容能力審核(根據下文詮釋)所招致之任何費用或開支。
- (c) 以因任何「電腦系統」(根據下文詮釋)作出更正、轉換、修復、重編、更換或試圖更正、轉換、修復、重編、更換，以令其或試圖令其具備 2000 年兼容能力(根據下文詮釋)所直接或間接促成，或由此連帶造成，或有任何輕微關連、相關而引致或引起的任何「意外」、損失、損壞、毀壞、後果損失、身體損傷、開支及/或責任，不論該「電腦系統」是否屬於「閣下」亦然。

惟任何承保財物在本「保單」承保的「指定風險」事件(根據下文詮釋)招致損失、損壞及/或損毀(金錢及玻璃除外)，則本公司將作出賠償。

茲以本不承保事項而言：

- (1) 「電腦系統」指附從任何設施、裝置、系統、設備及媒體及任何周邊裝置、軟件、硬件、新訂版本、更新、翻譯、編纂、副本、部分副本及修訂本(包括組成該部分或組成該附從周邊裝置部分之微型晶片、集成電路及其他港元件及零件)，以處理、操作、儲存或檢取電子數據及「電腦系統」的資料，包括或指「電腦系統」任何部分中編製或編碼或「電腦系統」使用之任何硬件及軟件、密碼、指令及指示。
- (2) 倘「電腦系統」因任何原因無法或不能正確地確認任何曆日為其真確曆日或記錄、儲存或保留及/或正確地操作、詮釋或處理任何數據、資料、指令或指示，以致出現下列結果，「電腦系統」即被視為「未符合 2000 年兼容能力審核」：
 - i. 被確定為非「電腦系統」真實曆日之任何曆日數據。
 - ii. 操作已編入任何電腦硬件或軟件之任何指令，以致損失數據或無法記錄、儲存、保留或正確地處理任何日期當天或之後的有關數據。
 - iii. 無法將一個曆日轉換至下一個曆日。

- (3) 倘「電腦系統」並非符合上述「未符合 2000 年兼容能力審核」詮釋，則會根據本不承保事項第 14 (a)、14 (b) 及 14 (c) 被視為「符合 2000 年兼容能力審核」。

本「保單」不會賠償「本公司」就本不承保事項第 14 (a)、14 (b) 或 14 (c) 提出的任何法律行動、訴訟或其他法律程序招致之任何「意外」、損失、損壞、損毀、後果損失、身體損傷、開支及/或責任，惟如證明本「保單」須賠償任何有關「意外」、損失、損壞、損毀、後果損失、身體損傷、開支及/或責任之舉證責任，則由「閣下」或任何索償人士承擔。

- (4) 「指定風險」事件：指火災、雷電、爆炸、飛機或其他飛行裝置或由空中下墜之物品、騷亂、暴亂、工人罷工、停工、參加勞資暴亂的人士、含惡意的人士、地震、風暴、水災、任何水缸裝置或水管漏水或任何道路汽車或動物撞擊。

本不承保事項倘與本「保單」任何條款、條文或條件有差異或不符，本不承保事項將會優先應用並以此作為依歸。

15. 軟件及數據相關損失不承保事項 (除第 1 及 3 節外各節均適用)

- (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。

第五部分 一般保單條款

1. 妥為遵循

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

2. 整體協議

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

3. 虛報或漏報資料

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

4. 風險變更

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

5. 緊急支援

受委任提供緊急家居支援服務之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之有關服務供應商、該機構之員工、代理或代表的任何行為、違責、疏忽錯誤或遺漏負責。

6. 其他保險

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

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

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

7. 合理謹慎

「閣下」必須：

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

8. 保費

「蘇黎世」保留權利根據適用的保險費率於「保費」到期日修改或調整「保費」，並於三十(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。

短期費率

「閣下」可以隨時取消此「保單」。以下的「保費」計算方法適用於計算保單生效少於1年或「閣下」選擇取消「保單」而1年內不以新保單替補時的退保「保費」，惟「蘇黎世」會向「閣下」收取最低保費(即客戶折扣後保費為500港元)

| 保障期 | |
|---------|----------|
| 不超過1個月 | 年繳保費 20% |
| 2個月 | 年繳保費 30% |
| 3個月 | 年繳保費 40% |
| 4個月 | 年繳保費 50% |
| 5個月 | 年繳保費 60% |
| 6個月 | 年繳保費 70% |
| 7個月或8個月 | 年繳保費 80% |
| 超過8個月 | 全數年繳保費 |

10. 索償通知

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

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」。倘有合理的緣由不能於此限期內將有關證明文件送交「本公司」，但已盡可能於限期後立即送出，且從需要該有關證明文件起計不超過一百八十(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」概不會就受保人於引致損失的事件發生後滿十二(12)個月方提出就本「保單」之有關索償支付賠償。

13. 責任索償

受保人未經「本公司」事先事面同意，不可承認、否認或解決任何索償。

14. 收款

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

15. 保單詮釋

本「保單」的詮釋及本「保單」所載之任何詞彙均按照香港特別行政區法律闡釋。

16. 筆誤

「本公司」的筆誤不會令生效之保險因而失效，或令失效之保險因而生效。

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，受保人亦不得在「本公司」要求其提供索償證明的指定限期屆滿一年後提出訴訟。

18. 代位權

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

19. 替代性爭議解決方案

如有任何關乎本「保單」出現的爭議，爭議各方可根據香港司法機構為民事調解所訂立及爭議當時所適用之有關實務指示，真誠進行調解。如爭議各方未能於九十(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」。仲裁員人數為一名，而仲裁程序應以英語進行。

現明文述明，在爭議各方根據本「保單」行使任何法律權利前，必須先取得仲裁決定。不論任何類型爭議解決方案的任何狀況或結果，如「蘇黎世」否認或否決受保人追索本「保單」之任何責任，而並未能於「本公司」所發出之通知十二(12)個月內按以上規定展開仲裁，受保人之賠償申請即被視作已被撤回或放棄，並且不能根據本「保單」再次進行追討。

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

如受保人違反本「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

「蘇黎世」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，受保人亦可透過此網址查閱有關私隱政策：

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

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

如受保人向「蘇黎世」提供任何第三者資料，受保人必須保證於提供此等個人資料予「蘇黎世」前已獲得有關資料當事人之正式同意，使「蘇黎世」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。