



Zurich Guard Refundable Accident Insurance Plan

Policy Provisions

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1. DEFINITIONS

Unless otherwise specified, words and expressions which are capitalized in the Policy Provisions shall have the following meanings:

“Accident” or “Accidental”	means any sudden, unforeseen and unexpected incident caused by violent external and visible means.
“Accidental Death”	means an Accidental death to Life Insured which is caused directly, independently and solely by an Accident and therefore not due to illness or disease that occurs after the Policy Issue Date or the Policy Reinstatement Date (whichever is the latest) of this Policy.
“Activities of Daily Living”	means the following activities: <ul style="list-style-type: none">i. Washing: the ability to wash oneself in the bath or shower (including getting in or out of the bath or shower) or wash oneself by any other means;ii. Dressing: putting on and taking off all necessary items of clothing without requiring assistance of another person;iii. Feeding: all tasks of getting food into the body once it has been prepared without requiring assistance of another person;iv. Continence: the ability to voluntarily control bladder and bowel functions so as to maintain personal hygiene;v. Transferring: getting in and out of a chair or bed without requiring any physical assistance; andvi. Moving: the ability to move from room to room without requiring any physical assistance.
“Acupuncturist”	means an Independent Person who is a registered practitioner qualified to treat Bodily Injuries or relieve pain by pricking or puncturing living tissues of the human body with fine needles and acceptable to us.
“Age”	means on Policy Date or Policy Anniversary, the age of the Life Insured or Policyholder where applicable at the Life Insured’s or Policyholder’s next birthday. This Age will remain the same during the corresponding Policy Year until the next Policy Anniversary.
“Beneficiary(ies)”	mean(s) the person(s) or entity(ies) designated by the Policyholders from time to time to receive the Accidental Death and Dismemberment Benefit due to Accidental Death or Non-Accidental Death Benefit under the Policy upon the death of the Life Insured.
“Benefit(s)”	mean(s) any benefit payable by us under this Policy in accordance with the Benefit Provisions of this Policy.
“Bodily Injury”	means a Bodily Injury to Life Insured which is caused directly, independently and solely by an Accident and therefore not due to illness or disease that occurs after the Policy Issue Date or the Policy Reinstatement Date (whichever is the latest) of this Policy.
“Chinese Bone-setter”	means an Independent Person who is a bone-setter registered with the Chinese Medicine Council of Hong Kong according to the Chinese Medicine Ordinance including any of its subsequent amendment or enactment or with the local medical authorities at the place of treatment if such treatment is received outside Hong Kong.
“Chiropractor”	means an Independent Person who is a chiropractor duly registered with the Chiropractic Doctors’ Association of Hong Kong or any other comparable governmental body or organization in accordance with the then applicable laws and/or regulations in Hong Kong or legally authorized in the geographical area of his practice to render chiropractic services and acceptable to us.
“Commercial Aircraft”	means a certified passenger aircraft provided by a commercial airline on any regularly scheduled flight, and operated by a properly certified pilot flying between duly established and maintained airports, and which is certified and authorized by local government authorities for the transport of fare-paying passengers.

“Confinement” or “Confined”	means admission of the Life Insured to a Hospital as an In-Patient for a minimum period of six (6) hours upon the recommendation of a Physician, followed by a continuous stay in the Hospital prior to the Life Insured’s Discharge. Confinement will be evidenced by a daily room/room & board charge by the Hospital.
“Contingent Policyholder”	means the person named by the Policyholder as “Contingent Policyholder” in our prescribed form, who may become the Policyholder pursuant to the “Nomination of Contingent Policyholder” provisions in the Ownership Provisions.
“Diagnosis”	means the definitive diagnosis made by a Registered Medical Practitioner as herein below defined, based upon radiological, clinical, histological or laboratory evidence acceptable to us. In case of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, we shall have the right to call for an examination, of either the Life Insured or the evidence used in arriving at such Diagnosis, by an independent acknowledged expert in the field of medicine concerned selected by us and the opinion of such expert as to such Diagnosis shall be binding on both the Life Insured and us.
“Discharge”	means the departure of the Life Insured from the Hospital, following finalization of all formal procedures within the Hospital to end the Confinement and billing of outstanding charges for full settlement, with no room or bed retained for the Life Insured at the Hospital.
“Flooding”	means a general and temporary condition of partial or complete inundation of normally dry land areas from: i. the overflow of inland or tidal waters; ii. the unusual and rapid accumulation or runoff of surface waters from any natural sources; or iii. mudslide or flow caused by (i) or (ii) above.
“Greater Bay Area” or “GBA”	means Macau, Guangzhou, Shenzhen, Zhuhai, Foshan, Huizhou, Dongguan, Zhongshan, Jiangmen and Zhaoqing (excluding Hong Kong).
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Hospital”	means a legally constituted establishment operating pursuant to the laws of the country in which it is based and which: i. holds a license as a Hospital (if licensing is required in the state or governmental jurisdiction); ii. operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients; iii. has twenty-four (24) hours nursing services by registered nurses; iv. has at least one (1) Registered Medical Practitioner in residence available at all times; v. provides organized facilities for Diagnosis and major surgical facilities; and vi. does not include, a rest or convalescent home, hospice, nursing home, or similar establishment or a place for alcoholics or drug addicts or for any similar purpose. In Mainland China, “Hospital” only includes Hospital that is designated and accepted by us.
“In-Patient”	means Confinement as a registered resident bed patient in a Hospital for a Bodily Injury, where the Life Insured uses and is charged for the room and board facilities of the Hospital.
“Independent Person”	means a person other than (i) the Policyholder or the Life Insured; (ii) an immediate family member of the Policyholder or the Life Insured; (iii) a business partner of the Policyholder or the Life Insured; (iv) the employer or employee of either the Policyholder or the Life Insured; (v) an insurance agent of the Company; or (vi) an insurance representative of the Policyholder or the Life Insured.
“Landslide”	means the collapse or subsidence of land or embankment as a result of erosion or undermining caused by water flow, water currents or Flooding exceeding the cyclical levels.

“Life Insured”	means the person whose life is insured under the Policy and is named as the “Life Insured” in the Policy Schedule.
“Loss of Hearing”	means the acquired total and irreversible loss of hearing in one or both ears (involving the loss of at least eighty (80) decibels in all frequencies of hearing), which must be established for a continuous period of twelve (12) months, as certified by an otorhinolaryngologist or specialist in Diagnosis of ear, nose and throat (ENT) acceptable to us. Medical evidence in the form of an audiometry and sound-threshold test must be provided.
“Loss of Speech”	means the acquired total and irrecoverable loss of the ability to speak due to physical damage to the vocal cords, which must be established for a continuous period of twelve (12) months, as certified by a specialist in Diagnosis of neurology and/or ear, nose and throat (ENT) acceptable to us. All psychiatric related causes are excluded. Medical evidence confirming physical damage to the vocal cords must be provided.
“Medically Necessary”	means in respect of medical treatment and/or service, they are: i. consistent with the Diagnosis and customary medical treatment for the condition; and ii. in accordance with standards of generally accepted medical practice; and iii. not just for the convenience of the Life Insured and his or her relative, or the Registered Medical Practitioner(s). Experimental and/or unconventional medical technology/procedure performed on the Life Insured are not considered to be Medically Necessary.
“No Claim Bonus Benefit”	means the amount payable upon the Policy Maturity Date if the Policyholder is entitled to this No Claim Bonus Benefit pursuant to the Benefit Provisions in the Policy Provisions.
“Non-Accidental Death Benefit”	means the amount payable upon the death of the Life Insured due to causes other than Accidental Death pursuant to the Benefit Provisions in the Policy Provisions.
“Physician” or “Registered Medical Practitioner”	means an Independent Person qualified by degree in and licensed to practice western medicine who is legally authorized in the geographical area of his practice to render medical or surgical services.
“Physiotherapist”	means an Independent Person who is a physiotherapist duly registered with the Hong Kong Physiotherapy Association Limited or any other comparable governmental body or organization in accordance with the then applicable laws and/or regulations in Hong Kong or legally authorized by the government of the geographical area of his/her practice to perform physiotherapy services and acceptable to us.
“Policy”	means the contract between the Policyholder and us, which consists of the (i) Policy Provisions; (ii) Policy Schedule; (iii) Schedule of Benefits; (iv) application summary with any subsequent amendments, declarations and statements duly made by the Policyholder and/or the Life Insured; and (v) endorsement(s) (if any) to the Policy Provisions issued by us and duly signed by our authorized signatory from time to time.
“Policy Anniversary”	means the same date in each subsequent year as the Policy Date.
“Policy Currency”	means the currency as specified in the application summary and in the Policy Schedule. Unless otherwise approved by us, the premiums and Benefit payable under the Policy shall be settled in the Policy Currency.
“Policy Date”	means the date specified as “Policy Date” in the Policy Schedule. Policy Date is the due date of the first (1st) regular premium under the Policy.
“Policy Issue Date”	means the date specified as “Policy Issue Date” in the Policy Schedule. Policy Issue Date is the effective date of the coverage under the Policy.
“Policy Maturity Date”	means the date specified as “Policy Maturity Date” in the Policy Schedule.

“Policy Provisions”	means the terms and conditions of “Zurich Guard Refundable Accident Insurance Plan” herein, which may be amended by way of endorsement(s) (if any) issued by us and duly signed by our authorized signatory from time to time.
“Policy Reinstatement Date”	means the effective date of the Policy reinstatement by our approval.
“Policy Schedule”	means the document attached to and issued together with the Policy Provisions.
“Policy Term”	means the term during which the life of the Life Insured can be covered under the Policy and specified as the “Policy Term” in the Policy Schedule.
“Policy Year”	means each period of twelve (12) successive calendar months starting from the Policy Date.
“Policyholder”, “you” or “your”	means the person who is the legal owner of the Policy and is named as the “Policyholder” in the Policy Schedule.
“Pre-existing Condition”	means a condition for which medical advice or treatment was recommended by a Registered Medical Practitioner or conditions for which the Life Insured received medical treatment, Diagnosis, consultation or prescribed drugs preceding the Policy Issue Date and the Policy Reinstatement Date (whichever is the latest) of this Policy and which presented signs or symptoms of which the Life Insured was aware or should reasonably have been aware.
“Premium Payment Term”	means the period during which the premium shall continue to be paid for continued coverage under the Policy and specified as “Premium Payment Term” in the Policy Schedule.
“Premium Refund Benefit”	means the amount payable if the Policyholder is entitled to this Premium Refund Bonus Benefit pursuant to the Benefit Provisions in the Policy Provisions.
“Reasonable and Customary”	means, in relation to a fee, a charge or an expense, means any fee or expense which (a) is charged for treatment, supplies (inclusive of medication) or medical services that are Medically Necessary and in accordance with standards of good medical practice for the care of an injured person under the care, supervision or order of a Registered Medical Practitioner; (b) does not exceed the usual level of charges for similar treatment, supplies (inclusive of medication) or medical services in the locality where the expense is incurred; and (c) does not include charges that would not have been made if no insurance existed. The Company reserves the right to determine whether any particular Hospital/medical charge is a Reasonable and Customary charge with reference but not limited to any relevant publication or information made available, such as schedule of fees, by the government, relevant authorities and recognized medical association in the locality. The Company reserves the right to adjust any and all Benefits payable in relation to any Hospital/medical charges which in the opinion of the Company is not a Reasonable and Customary charge.
“Schedule of Benefits”	means the schedule of benefits of the Zurich Guard Refundable Accident Insurance Plan attached to and issued together with the Policy Provisions.
“School”	means any educational institution located in Hong Kong, including but not limited to kindergarten, primary or secondary school, college or university for educating the Life Insured.
“Sum Insured”	means the amount shown in the Policy Schedule as “Sum Insured”. Increase or reduction of the Sum Insured under the Policy is not allowed.
“Third Degree Burns”	means the damage or destruction of the skin to its full depth and damage to the tissues beneath and certified by a Registered Medical Practitioner.

“Total and Permanent Disability”	means as a result of the Bodily Injury and for a period of at least six (6) months, the inability of the Life Insured to engage in each and every occupation or employment for compensation or profit for which the Life Insured is reasonably qualified by reason of his/her education, training or experience, or if the Life Insured has no business or occupation, total and permanent disability means the inability of the Life Insured to perform any activities which would normally be carried out in the Life Insured’s daily life. This inability must be confirmed by a Registered Medical Practitioner acceptable to us, who certifies that there is no reasonable hope for improvement.
“Total Premiums Paid”	means the total sum of premium already due and paid for this Policy excluding any premium levy.
“We”, “our”, “us”, “Company” or “Zurich”	mean(s) Zurich Life Insurance (Hong Kong) Limited.

2. BENEFIT PROVISIONS

2.1 Accidental Death and Dismemberment Benefit

While this Policy is in force, if the Life Insured suffers from Accidental Death or any Bodily Injury which results in any of the following covered losses within one hundred and eighty (180) days from the date of an Accident, the Company shall pay an Accidental Death and Dismemberment Benefit in an amount equal to one hundred percent (100%) of the Sum Insured less any outstanding premium which may be owing under the Policy.

Covered losses includes:

- i. Total and Permanent Disability on or before the Policy Anniversary following the seventy-fifth (75th) birthday of the Life Insured;
- ii. continuous without interruption inability to perform three (3) or more Activities of Daily Living for at least six (6) months from its date of commencement;
- iii. physical severance or total and irrecoverable functional disablement of one or more limbs at or above wrist or ankle;
- iv. total and irrecoverable loss of sight of one or both eyes;
- v. Loss of Speech and Hearing; or
- vi. Third Degree Burns of body with damage greater than or equal to twenty percent (20%) of total body surface area or of head with damage greater than or equal to eight percent (8%) of total body surface area.

In the event of Accidental Death of the Life Insured, the Accidental Death and Dismemberment Benefit will be paid to the Beneficiary(ies). The interest of any joint Beneficiary(ies) who predecease the Life Insured shall accrue to the surviving Beneficiary(ies) in such proportion as they are nominated and if no nomination equally. If there is no nominated or surviving Beneficiary(ies) at the time of Accidental Death of the Life Insured, the Accidental Death and Dismemberment Benefit will be paid in a lump-sum to the Policyholder; or if the Policyholder is deceased, to the Policyholder's estate.

In the event of Bodily Injury of the Life Insured which results in the above covered loss, the Accidental Death and Dismemberment Benefit will be paid to the Policyholder.

Please note that coverage for Total and Permanent Disability is only applicable to Life Insured of Age nineteen (19) or above on the date of Accident.

When Accidental Death and Dismemberment Benefit is paid or become payable, this Policy shall terminate.

2.2 Double Benefit

The Benefit payable under Accidental Death and Dismemberment Benefit shall be doubled if the concerned Accidental Death or Bodily Injury of the Life Insured is caused by one of the following circumstances:

- i. while the Life Insured is riding as a fare-paying passenger on any public conveyance licensed to carry passengers over an established land, sea or air route;
- ii. while the Life Insured is in an elevator (excluding elevators in mines and on construction sites);
- iii. in consequence of the burning of any theatre, hotel, stadium, shopping mall or Hospital in which the Life Insured is present before the commencement of the fire;
- iv. while the Life Insured is a pedestrian injured in traffic Accident and/or struck by any motor driven or powered vehicle;
- v. in consequence of Flooding and/or Landslide caused by natural disaster in Hong Kong; or
- vi. while the Life Insured is under the Age of nineteen (19) and is participating in the School activity(ies) at the time of the Accident.

For the avoidance of doubt, the Accidental Death and Dismemberment Benefit will only be doubled once even if two (2) or more of the above conditions are met in the same Accident.

2.3 Accidental Medical Expenses Reimbursement Benefit

While this Policy is in force and subject to the maximum amount per Accident for the Accidental Medical Expenses Reimbursement Benefit as shown in the Schedule of Benefits (or in the relevant endorsement if such amount is changed subsequently) and the terms and conditions set out herein, the Company shall reimburse the Policyholder for the Reasonable and Customary charges for actual expenses incurred by the Life Insured within fifty-two (52) weeks from the date of an Accident for the below:

A. Medical Expenses Reimbursement

Medical expenses included:

- i. Medically Necessary medical or surgical treatment for a Bodily Injury by a Registered Medical Practitioner;
- ii. Medically Necessary Confinement in Hospital for a Bodily Injury;
- iii. Medically Necessary X-ray examinations and/or other laboratory examinations prescribed by a Registered Medical Practitioner for a Bodily Injury;
- iv. Drugs and medicines prescribed by the attending Physician for a Bodily Injury;
- v. Dressing, braces, supports, splints, plaster casts and/or rental of wheelchair prescribed by a Registered Medical Practitioner for a Bodily Injury; and/or
- vi. Ambulance service to or from the Hospital of Confinement for a Bodily Injury.

This is subject to the maximum amount per Accident as shown in the Schedule of Benefits (or in the relevant endorsement if such amount is changed subsequently).

Chinese bone-setting, acupuncture, chiropractic treatment and physiotherapy are excluded from this item.

B. Bone-Setting and Acupuncture

The Chinese bone-setting and/or acupuncture treatment for a Bodily Injury must be Medically Necessary and rendered by a Chinese Bone-setter and/or Acupuncturist.

This is subject to the maximum amount per visit as shown in the Schedule of Benefits (or in the relevant endorsement if such amount is changed subsequently) and an aggregate maximum of eight (8) visits per Policy Year with one (1) visit allowed per day.

C. Chiropractic Treatment and Physiotherapy

The chiropractic treatment and/or physiotherapy for a Bodily Injury must be Medically Necessary and rendered by a Chiropractor and/or Physiotherapist.

This is subject to the maximum amount per visit as shown in the Schedule of Benefits (or in the relevant endorsement if such amount is changed subsequently) and an aggregate maximum of eight (8) visits per Policy Year with one (1) visit allowed per day.

For the avoidance of doubt, the total claim amount per Accident for Medical Expenses Reimbursement, Bone-Setting and Acupuncture and Chiropractic Treatment and Physiotherapy shall not exceed the maximum amount per Accident for the Accidental Medical Expenses Reimbursement Benefit.

2.4 Accidental Hospital Income Benefit

While this Policy is in force, if the Life Insured is Confined in a Hospital due to a Bodily Injury caused by an Accident, the Company shall pay the Policyholder an Accidental Hospital Income Benefit in the amount shown in the Schedule of Benefits (or in the relevant endorsement if such amount is changed subsequently) for each day of Confinement of the Life Insured, provided that the Confinement is Medically Necessary and is evidenced by a daily room or room and board charge by the Hospital. This is restricted to one (1) payment of the Accidental Hospital Income Benefit for each day of Confinement and is subject to a maximum of ninety (90) days for the same Accident.

However, if the Confinement occurs in Mainland China (other than GBA), the Accidental Hospital Income Benefit will be subject to a maximum of seven (7) days for the same Accident.

For the avoidance of doubt, all hospitalization arising from the same cause including any and all complications therefrom within one hundred and eighty (180) days following the latest date of Discharge from a Hospital shall be considered as the same Accident.

2.5 Accidental Cash Benefit for Travelling between Hong Kong & GBA with Designated Transportation

While this Policy is in force, provided that the Life Insured has been entitled to any of the Benefits as described in clauses 2.1 to 2.4, the Company shall pay an Accidental Cash Benefit for Travelling between Hong Kong & GBA with Designated Transportation in the amount shown in the Schedule of Benefits (or in the relevant endorsement if such amount is changed subsequently) if the Accidental Death or Bodily Injury of the Life Insured is caused by one of the following circumstances:

- i. while the Life Insured is driving or riding a Northbound Travel for Hong Kong Vehicle travelling between Hong Kong & GBA;
- ii. while the Life Insured is riding as a fare-paying passenger on a Hong Kong Zhuhai Macao Bridge shuttle bus;
- iii. while the Life Insured is riding as a fare-paying passenger on a High Speed Rail; or
- iv. while the Life Insured is riding as a fare-paying passenger on a maritime public conveyance that is legally operated.

For the avoidance of doubt, the Accidental Cash Benefit for Travelling between Hong Kong & GBA with Designated Transportation will only be paid once even if two (2) or more of the above conditions are met in the same Accident.

2.6 Non-Accidental Death Benefit

While this Policy is in force, upon the death of the Life Insured due to causes other than Accidental Death and provided that the Company receive the proof of such death to the Company, the Company shall pay a Non-Accidental Death Benefit in an amount equal to the higher of:

- i. HKD 5,000, less any outstanding premium which may be owing under the Policy; or
- ii. one hundred percent (100%) of Total Premiums Paid.

When the Non-Accidental Death Benefit is paid to the Beneficiary(ies), this Policy shall terminate.

The interest of any joint Beneficiary(ies) who predecease the Life Insured shall accrue to the surviving Beneficiary(ies) in such proportion as they are nominated and if no nomination equally. If there is no nominated or surviving Beneficiary(ies) at the time of the death of the Life Insured, the Non-Accidental Death Benefit will be paid in a lump-sum to the Policyholder; or if the Policyholder is deceased, to the Policyholder's estate.

2.7 Premium Refund Benefit

If the Policy is terminated pursuant to clause 5.1(i) (only applicable to Accidental Death), 5.1(ii), 5.1(iv), 5.1(v) and 5.1(vi) below, the Company shall pay the Premium Refund Benefit to the Policyholder in an amount equal to the applicable percentage of the Total Premiums Paid, based on the time of Policy termination as set out in the schedule below, regardless of any Benefit paid or becoming payable.

Time of Termination of this Policy	Percentage (%) of Total Premiums Paid
Within the 1st – 5th Policy Year	0%
Within the 6th – 10th Policy Year	50%
Within the 11th – 15th Policy Year	80%
At Policy Maturity Date	100%

2.8 No Claim Bonus Benefit

If the Policy reaches maturity on the Policy Maturity Date and no Benefit(s) other than the Premium Refund Benefit as described in clause 2.7 have been paid or become payable, we will pay the No Claim Bonus Benefit, which is equivalent to five percent (5%) of the Total Premiums Paid, to the Policyholder.

2.9 Benefit Limitations and Restrictions

This Policy only covers the Benefit for the period from the Policy Issue Date or the Policy Reinstatement Date (whichever is the latest) until the date on or before reaching the Policy Maturity Date as shown on Policy Schedule, subject to the terms in the Policy Provisions.

Accidental Death and Dismemberment Benefit shall only be paid once under this Policy throughout the Policy Term. The payment made under Accidental Death and Dismemberment Benefit (excluding any additional Benefit payable and/or paid under Double Benefit as described in clause 2.2) throughout the Policy Term shall not exceed one hundred percent (100%) of the Sum Insured. When Accidental Death and Dismemberment Benefit is paid or become payable, this Policy shall terminate.

For Accidental Medical Expenses Reimbursement Benefit, the Company will only reimburse the actual expenses incurred, provided that these expenses are not paid or payable under any government, company or insurer under any law, medical programs, or other insurance policies (including any reimbursement from other policies issued by the Company).

If the Life Insured is engaged in an occupation or changed the employment status which is different from the occupation or employment status declared at the application of the Policy and is classified by us as uninsurable as of the date of the Accident, Benefits will not be payable for any Bodily Injury or death directly or indirectly related to the occupation or employment status of the Life Insured.

Other limitations of the Benefits are subject to the clauses 2.1 to 2.8.

2.10 Change of Occupation

While this Policy is in force, if the Life Insured changes his/her occupation or job duties or employment status, or engaged in an additional occupation, the Policyholder must inform us in writing immediately for us to re-evaluate whether the Company can continue to provide the Benefit or the extent of Benefit to be provided; otherwise, the Company will adjust the Benefit payable, or will not pay if a claim arise.

If the Life Insured changes his/her occupation or job duties or employment status, or engaged in an additional occupation which is/are classified by us as:

- i. insurable, we reserve the right to revise the Benefit Provisions of this Policy at our sole discretion; or
- ii. uninsurable, we reserve the right to terminate this Policy and refund the premiums paid without interest and less where applicable any amount paid by us for indemnifying the claim previously at our sole discretion.

2.11 Exclusions

No Benefits (except for Non-Accidental Death Benefit as described in clause 2.6) shall be payable for any claims, directly or indirectly, caused by or arising from any of the following occurrences:

- i. war (declared or undeclared), invasion, insurrection, revolution, use of military power or usurpation of government or military power;
- ii. riot and civil commotion, assault, murder, industrial action or terrorist activity;
- iii. is consequent on violation or attempted violation of the law or resistance to arrest or participation in any fight or affray;
- iv. the Life Insured engaging in or taking part in naval, military or air force service or operations, or handling of explosives and demolition materials and while under orders for restoration of public order, whether in time of peace or war;
- v. the Life Insured engaging in air travel, except as a fare paying passenger in any properly licensed private and/or Commercial Aircraft, or as a crew member in a properly licensed Commercial Aircraft operated by a commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
- vi. suicide or attempted suicide or self-inflicted Bodily Injury, or from deliberate exposure to exceptional danger (except in an attempt to save human life), or is sustained whilst the Life Insured is in a state of insanity;
- vii. in the case of a woman, any event attributable wholly or in part to childbirth, miscarriage, pregnancy or any complications concerning therewith notwithstanding that such event may have been accelerated or induced by Bodily Injury;
- viii. any kind of disease or illness (including food poisoning);
- ix. ptomaines or bacterial infection (except pyogenic infection which shall occur with and through an Accidental cut or wound);
- x. any kind of mental or psychiatric disorder;
- xi. any Pre-existing Condition;
- xii. treatment for dental care or surgery, unless necessitated by Bodily Injury caused by an Accident to sound natural teeth (excluding denture and related expenses);
- xiii. cosmetic or plastic surgery, or any elective surgery or congenital anomalies, apart from reconstructive surgery required by Bodily Injury caused by an Accident;
- xiv. routine health checks, screening and preventive care/checking, or investigations not directly related to the Bodily Injury for which the Life Insured is admitted or convalescence, custodial or rest care, or any admission that is not Medically Necessary;
- xv. the Life Insured engaging in a sport in a professional capacity or where the Insured would or could earn income or remuneration from engaging in such sport;
- xvi. treatment of alcoholism, drug abuse or any other complications arising therefrom, or Accidents caused by and whilst under the influence of drugs or alcohol;

- xvii. the Life Insured engaging in any hazardous sports (including but not limited to hang-gliding, parasailing, rock climbing or mountaineering normally involving the use of ropes or guide, parachuting, bungee jumping, racing on wheels or on horse or scuba diving); or
- xviii. Acquired Immune Deficiency Syndrome (AIDS) or any complications associated with infection by any Human Immunodeficiency Virus (HIV).

3. OWNERSHIP PROVISIONS

3.1 Nomination of Contingent Policyholder

Subject to other terms and conditions in the Policy Provisions, the Policyholder can nominate a person as the Contingent Policyholder without any consent of the Beneficiary, such that in case where the Policyholder suffers from Terminal Illness, Coma, Loss of Independent Existence, Apallic Syndrome, Major Head Trauma or Paralysis (each a "Specified Disability" as defined under 3.2 "Specified Disability to Trigger Policy Ownership Change ownership change if Contingent Policyholder is Nominated" below), the Contingent Policyholder will become the Policyholder of this Policy.

The Policyholder can nominate a Contingent Policyholder after the Policy is issued. Unless and until the Policyholder suffers from a Specified Disability the Policyholder has the right to cancel the nomination of Contingent Policyholder and nominate another person to be the Contingent Policyholder.

The Nomination of Contingent Policyholder option can be exercised and the relevant transfer of ownership of the Policy will only be effective if the following conditions are met:

- i. the Policyholder must submit a duly completed "Nomination/Change of contingent policyholder form" and such nominate/change is subject to our approval;
- ii. the Contingent Policyholder must be at the Age of nineteen (19) or above, and only one (1) person can be nominated as the Contingent Policyholder at one (1) time;
- iii. to effect the change of ownership of the Policy, the Contingent Policyholder must submit a relevant proof of Specified Disability suffered by the Policyholder as prescribed by a Registered Medical Practitioner, and such change of ownership of the Policy is subject to our approval; and
- iv. the Contingent Policyholder is alive at the time of exercising the Nomination of Contingent Policyholder option and at the time of change of Ownership of the Policy.

The nomination of the Contingent Policyholder will only be effective from the date of our approval which is at our sole and absolute discretion and subject to terms and conditions as the Company determine from time to time.

If a change of ownership of the Policy is effected pursuant to clause 7.4 below, any nominated Contingent Policyholder will be revoked at the same time without further notice.

The Company shall not be liable for any claim or losses arising out of the change of ownership to the Contingent Policyholder pursuant to this clause.

3.2 Specified disability to trigger policy ownership change if Contingent Policyholder is nominated

i. Terminal Illness
Conclusive Diagnosis (with written confirmation) by a Registered Medical Practitioner in the appropriate medical specialty, of a condition that is expected to result in death of the Policyholder within twelve (12) months. The Policyholder must no longer be receiving active treatment other than that for pain relief or other conservative palliative measures.

ii. Coma
A state of unconsciousness with no reaction or response to external stimuli or internal needs, which is associated with a permanent neurological deficit, persists continuously for at least ninety-six (96) hours, and requires the use of a life support system. The Coma must be confirmed by a Registered Medical Practitioner who is a neurologist.

Irrespective of the above, Coma resulting directly from self-inflicted injury, alcohol or drug mis-use is excluded.

iii. Loss of Independent Existence
Loss of Independent Existence refers to the total / complete inability to perform at least three (3) of the Activities of Daily Living as defined in the Policy even with the aid of special equipment, requiring the physical assistance of another person throughout the entire activity, for a continuous period of at least six (6) months and leading to a permanent inability to perform the same. For the purpose of this definition, the word "permanent" shall mean beyond the hope of recovery with current medical knowledge and technology. The Diagnosis of Loss of Independent Existence must be confirmed by a Registered Medical Practitioner.

All psychiatric related causes are excluded.

iv. Apallic Syndrome

Universal necrosis of the brain cortex with the brainstem remaining intact. A definite Diagnosis of apallic syndrome must be confirmed by a Registered Medical Practitioner who is a neurologist, and the condition must be medically documented for at least one (1) month.

v. Major Head Trauma

Physical head injury causing significant permanent functional impairment which is documented for a minimum period of three (3) months from the date of the injury. The resultant permanent functional impairment must result in an inability to perform at least three (3) of the Activities of Daily Living as defined in the Policy, either with or without the use of mechanical equipment, special devices or other aids or adaptations in use for disabled persons. The Diagnosis of Major Head Trauma must be confirmed by a Registered Medical Practitioner who is a neurologist and duly concurred in by the Company's medical director.

vi. Paralysis

Complete and permanent loss of use of both arms or both legs, or one (1) arm and one (1) leg, through paralysis caused by illness or injury caused by an Accident.

4. PREMIUM PROVISIONS

4.1 Payment of Premiums

Premiums are payable throughout the Premium Payment Term. The amount of premium payable and the frequency of premium payment are specified in the Policy Schedule.

If the amount of the premium paid is less than the premium due, the Company may at our sole discretion refund or reject any premium paid. Notwithstanding anything stated herein, the Company reserves the right to claim any shortfall in the premium after it falls due.

4.2 Grace Period

We shall allow a grace period of thirty (30) days after the premium due date for payment of each premium. If a premium due is still unpaid after the grace period, the Policy will be lapsed or terminated immediately.

4.3 Reinstatement

If the Policy is terminated pursuant to clause 4.2 above, the Policy may be reinstated within two (2) years from the due date of the unpaid premium at our absolute discretion.

Subject to the terms of the Policy Provisions, the Policyholder may apply for reinstatement of the Policy on the following conditions:

- i. a written application for reinstatement in our prescribed form shall be received by us within two (2) years from the due date of the unpaid premium;
- ii. the Policyholder shall provide satisfactory evidence to us that the Life Insured is still insurable (including but not limited to evidence of the occupation/health of Life Insured);
- iii. any unpaid premium shall be paid in full with interest calculated at a rate determined by us;
- iv. the amount of Premium Refund Benefit paid (if applicable) shall be returned to us in full with interest calculated at a rate determined by us;
- v. the Policyholder shall provide any other information or documents reasonably required by us; and
- vi. the application for reinstatement and the terms of reinstatement shall be approved by us in writing.

4.4 Changes of Benefits and/or regular premiums

The Company reserves the right to amend and/or revise the Benefits, relevant limitations and restrictions and/or the regular premiums of this Policy upon each Policy Anniversary by providing a written notice to you at least three (3) months prior to such change(s) taking effect, to the extent reasonably required to cover:

- i. increase in administration and other costs reasonably incurred by the Company; and/or
- ii. the cost of additional charges, levies or taxes which apply to the Policy or to us as a whole; and/or
- iii. any additional costs associated with changes to legislative or regulatory requirements; and/or
- iv. expectations regarding long term accidental claims; and/or
- v. increases in any underlying expenses, including reinsurance charges; and/or
- vi. the impact of medical advance in the treatment and/or cure of applicable mortality and morbidity risks.

The revised Benefits, relevant limitations and restrictions and/or regular premiums will automatically take effect for this Policy unless you decline them by giving us a written request to surrender this Policy at least thirty (30) calendar days before such revision takes effect.

5. TERMINATION PROVISIONS

5.1 Termination

Notwithstanding anything to the contrary in other parts of the Policy, the Policy shall be terminated on the earliest of the following:

- (i) the death of the Life Insured (whether due to Accidental Death or otherwise);
- (ii) the surrender of the Policy;
- (iii) failure of submission of the requirement documents for his/her identity verification of the Policyholder within the specified time;
- (iv) the lapse of the Policy due to the end of the grace period pursuant to clause 4.2 above;
- (v) the Policy Maturity Date;
- (vi) Accidental Death and Dismemberment Benefit is paid or become payable;
- (vii) the Life Insured's occupation become uninsurable pursuant to clause 2.10 above;
- (viii) in our reasonable opinion the Policy has to be terminated to comply with relevant legal and regulatory requirements applicable to us; or
- (ix) Zurich first becomes aware that the Policyholder becomes a sanctioned person under applicable trade and economic laws.

Upon termination as a result of clause 5.1(i) above, the Accidental Death and Dismemberment Benefit or Non-Accidental Death Benefit will be paid by us in accordance with clauses 2.1 and 2.6 above.

Upon termination as a result of 5.1(i) (only applicable to Accidental Death), 5.1(ii), 5.1(iv), 5.1(v) and 5.1(vi) above, the Premium Refund Benefit will be paid by us to the Policyholder.

Upon termination as a result of clause 5.1(iii), 5.1(vii) and 5.1(ix) above, the Policy will be void and the premiums shall be refunded without interest and less where applicable any amount paid by us for indemnifying the claim previously.

Upon termination as a result of clause 5.1(viii) above, no Benefits shall be paid and no premium shall be refunded.

If a Policy is terminated upon the Policy Maturity Date, coverage under the Policy will be provided up to and including the Policy Maturity Date.

Once this Policy is terminated, all of our obligations under this Policy is discharged and the Company will no longer be liable to pay any Benefit under this Policy.

6. CLAIMS PROVISIONS

6.1 Notice of Claim

In case of make claim under this Policy, written notice of claim must be given to us as follows:

- i. immediate notice in case of death of the Life Insured; or
- ii. within thirty (30) days after the date of the Accident causing the Bodily Injury.

If written notice is not given within such time (unless for special reason which is subject to our assessment), the Company may not pay for any Benefit under this Policy.

6.2 Proof of Claim

Payment of any Benefit under the Policy is subject to the terms of the Policy Provisions and the documents set out in our prescribed claim form and such other documents as may be reasonably required by us to process the claim having been provided to us at the expenses of the claimant to our satisfaction within ninety (90) days after the date of the Life Insured's death, date of the Life Insured's Bodily Injury, date of Discharge, date of treatment (as the case may be).

6.3 Medical Examination

In case of a claim occurs, the Company may require the Life Insured to undergo relevant medical examination and/or laboratory investigations at our designated clinics and/or laboratories and/or medical institutes. The opinions of appropriate and accuracy of Diagnosis by such clinics and/or laboratories and/or medical institutes shall bind the claimant and us.

The fees and charge of the medical examination and/or laboratory investigations at our designed places are borne by us and the Company will not be liable for any other expense incurred.

7. GENERAL PROVISIONS

7.1 Contract

The Policy is issued in consideration of the application and payment of premiums as set out in the Policy Schedule. The application for the Policy, any medical evidence, written statements and declarations furnished as evidence of insurability, the Policy Schedule and Policy Provisions shall constitute the entire contract between Zurich and the Policyholder.

No modifications to the Policy shall be valid unless it is evidenced by an endorsement signed by our duly authorized officer.

We rely on the information you gave us in your application, and we will treat all statements made in your application (in the absence of fraud) to be representations and shall form the basis of the contract. If your application omits facts or contains materially incorrect or incomplete facts, we have the right to declare the Policy void.

This Policy shall be conditional upon the satisfaction of customer due diligence and other applicable legal requirements and guidelines.

If you fail to send us the document proof to our satisfaction for your identity verification within the specified time, we have the right to declare the Policy void or terminate the Policy (as the case may be), and all premiums paid without interest and less where applicable any amount paid by us for indemnifying the claim previously.

Zurich reserves the sole and exclusive right and discretion to accept or reject any application of this Policy. Nothing contained herein shall be construed as an obligation on the part of Zurich to issue the Policy or enter into any contractual relationship with the Policyholder.

7.2 Policyholder

The Policyholder is the person designated in the Policy Schedule. Only the Policyholder can exercise all rights and privileges provided under the Policy, while the Life Insured is alive and the Policy is in force.

7.3 Beneficiary(ies)

The Beneficiary(ies) is/are the person(s) entitled to receive the Accidental Death and Dismemberment Benefit due to Accidental Death or Non-Accidental Death Benefit under the Policy upon the death of the Life Insured. During the lifetime of the Life Insured, the Beneficiary(ies) has no right to deal in any way with the Policy.

7.4 Change of Policyholder and Beneficiary(ies)

The Policyholder may, subject to our approval and while the Policy is in force, change the Policyholder or the Beneficiary(ies) of the Policy by submitting to us our prescribed form and such other documents or information which the Company may require from time to time. The change will not be effective until it is approved and accepted by us.

7.5 Life Insured

The Life Insured is any person designated by the Policyholder as shown in the Policy Schedule. The Life Insured cannot be changed after the Policy is issued.

7.6 Cooling-off Period

Provided that no claim has been made under the Policy, the Policyholder has the right to cancel the Policy and obtain a refund of any premium(s) and levy (if any) paid by you, by sending us a written notice to customer@hk.zurich.com through the email address you registered at the time of online application, within twenty-one (21) calendar days immediately following the day of delivery of the cooling-off notice to you.

7.7 Currency

Unless otherwise approved by us, all amounts payable under the Policy either to or by us shall be made in Hong Kong dollars only. If conversion between currencies is required, it shall be calculated at the prevailing currency exchange rate as determined by us in our absolute discretion from time to time upon payment. The

rounding difference, if any, shall be accrued to us. We will make payment(s) under the policy as soon as reasonably practicable taking into account the regulatory and business conditions and relevant operational procedures at the relevant time.

7.8 Rights of Third Party

Any person who is not a party to the Policy (including but not limited to, the Life Insured or the Beneficiary(ies)) shall have no rights to enforce any terms of the Policy. The Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) does not apply to the Policy nor any document issued pursuant to the Policy.

7.9 Assignment

Benefits in the Policy are not assignable as a security or collateral for any financial dealing.

7.10 Incontestability

If this Policy is issued or reinstated on the basis of any incorrect declaration or statement made by a person who at the time of so doing knew that it contained a material inaccuracy or nondisclosure, we shall be entitled to contest this Policy. Except for material inaccuracy or non-disclosure, we will not contest the validity of this Policy during the lifetime of the Life Insured after the Policy has been in force for a continuous period of two (2) years from the Policy Issue Date or the Policy Reinstatement Date, whichever is the later.

If we do contest this Policy, we may adjust the premiums or Benefits or reserves the right to void this Policy totally. If we void this Policy, the refund payable by us will be limited to all premiums paid without interest and less where applicable any amount paid by us for indemnifying the claim previously. If any claim has been paid by us and has been in excess of refund, you shall pay such excess to us.

7.11 Borrowing Power

The Policy does not provide policy loans and has no borrowing power.

7.12 Non-participating

The Policy is a non-participating insurance Policy and does not participate in our profits or surplus.

7.13 Surrender

You may surrender the Policy at any time by giving us written notice in accordance with the Policy. Premium Refund Benefit shall be paid pursuant to clause 2.7 above upon the surrender of this Policy. Upon surrender, this Policy shall be terminated.

7.14 Misstatement of age and/or sex

If the Policyholder has incorrectly stated the Life Insured's age and/or sex which may affect the level of premium we charge in the Policy, we shall have the right to:

- i. adjust the amount of premium and/or any Benefit by applying the premium rate for the correct age and/or sex, if the premiums paid are less than the premiums that should have been paid for the correct age and/or sex; or
- ii. refund the excess premium without interest if the premiums paid are more than the premiums that should have been paid for the correct age and/or sex.

If the Life Insured would not have satisfied the insurability requirements based on the correct age and sex, we reserve the right to declare the Policy void from inception and our liability is limited to all premiums paid without interest and less where applicable any amount paid by us for indemnifying the claim previously.

7.15 Suicide

If the Life Insured, whether sane or insane, commits suicide within one (1) year from the Policy Issue Date or the Policy Reinstatement Date, whichever is later, our liability under the Policy will be limited to all premiums paid without interest and less where applicable any amount paid by us for indemnifying the claim previously.

7.16 Sanctions

All financial transactions are subject to compliance and applicable trade or economic sanctions laws and regulations. We will not provide the Policyholder, the Life Insured, Beneficiary or any third party with any services or Benefits including but not limited to acceptance of premium payments, claim payments and other reimbursements, if in doing so we may violate applicable trade sanctions laws and regulations.

We may terminate the Policy if we consider the Policyholder, the Life Insured or the Beneficiary(ies) as sanctioned persons, or the Policyholder, the Life Insured or the Beneficiary(ies) conduct an activity which is sanctioned, according to trade or economic sanctions laws and regulations.

The above clause shall also apply for any trade or economic sanction law or regulation that we deem applicable or if the Life Insured or other party receiving payment, service or benefit is a sanctioned person.

7.17 Termination right due to regulatory exposure

If you move to another country during the lifecycle of your Policy, you must notify us of such planned change prior to such change but no later than within thirty (30) days of such change. Please note that you may no longer be eligible to make payments into your Policy. The local laws and regulations of the jurisdiction to which you move may affect our ability to continue to service your Policy in accordance with the Policy Provisions. Therefore, we reserve all rights to take any steps that we deem appropriate, including the right to cancel the Policy.

7.18 Payment restrictions

We execute payments under the policy only to the Policyholder or Beneficiary(ies). These payments can only be made by wire transfer and to a bank account in the name of such Policyholder or Beneficiary(ies) located in the same jurisdiction as the Policyholder's or, as applicable, the Beneficiary's(ies) (tax) residency. An exception to these restrictions may be granted at our sole discretion and after evaluation of the facts and circumstances. Under no circumstances we will execute any Policy related cash payments to US residents.

7.19 Taxation

This Policy is designed for Policyholder(s) who is/are resident in Hong Kong. We do not provide any tax advice. If you decide to live outside of Hong Kong after the Policy has been issued, we recommend that you obtain independent advice in relation to this Policy on the tax consequences of changing your place of residency. We reject any responsibility or liability whatsoever for any adverse tax consequences that may arise in respect of the Policy and/or any payments made under the Policy as a result of you changing the place of residency.

U.S. Foreign Account Tax Compliance Act ("FATCA")

A. Definition

"FATCA" means the U.S. Foreign Account Tax Compliance Act as amended from time to time.

"FATCA Obligations" means our obligations under FATCA (as varied or supplemented by the IGA) including, without limitation, our obligations to undertake due diligence into Account Holders to identify U.S. Accounts and U.S. Account Holders, to report information on U.S. Account Holders and U.S. Accounts to the Tax Authorities, and to obtain their consent to do so, and to deduct and withhold tax from certain payments made to or from certain U.S. Accounts and to remit this to the IRS pursuant to applicable laws and regulations.

"Account Holder" means, in respect of this Policy:

- (i) the Policyholder; and
- (ii) if the Policyholder is a corporate or other entity, the persons who exercise control over that entity such as the majority shareholders of a corporate policyholder; and
- (iii) each person entitled to access the Policy's value (for example, through a loan, withdrawal, surrender or otherwise) or the ability to change a beneficiary under the Policy which will usually also be the Policyholder but also:
 - (a) any person to whom the Policyholder assigns any of those rights under the Policy; and
 - (b) the Policyholder's personal representatives, executors or administrators on the death or bankruptcy of an individual Policyholder or insolvency of corporate Policyholder; and
- (iv) any person entitled to receive a future payment under the Policy such as a Beneficiary; and
- (v) if the Policy is held in trust, the settlor, the trustees, the protector (if any) the beneficiaries and any other person exercising ultimate effective control over that trust.

“Account Holder Information” means the information about Account Holders we are required to obtain as part of our FATCA Obligations which currently includes:

- (i) where the Account Holder is an individual, their name, date and place of birth, residential address, mailing address, contact information (including telephone number), U.S. taxpayer identification number, U.S. social security number, citizenships, residency, tax residency and details of any other tax regime to which they are subject or in respect of which they have any tax reporting or tax payment obligations; and
- (ii) where the Account Holder is a corporate or other entity, its full name, date and place of incorporation or formation, registered address, address of place of business, U.S. taxpayer identification number, tax status, tax residency and details of any other tax regime to which it is subject or in respect of which it has any tax reporting or tax payment obligations and such other information as we may reasonably require about each of the Account Holder’s shareholders or controlling persons.

“IGA” means the intergovernmental agreement made between Hong Kong and the U.S. in respect of FATCA as may be amended from time to time.

“Non Participating FFI” means a FFI other than a participating FFI, a deemed-compliant FFI or an exempted beneficial owner as defined under FATCA.

“Policy Information” means the information about the Policy we are required to provide to the Tax Authorities as part of our FATCA Obligations which currently includes policy number, policy balance, interest and dividend income and withdrawals, or value and information about payments we receive or make in connection with the Policy including details of any Withholding Tax.

“Required Information” means:

- (i) the Account Holder Information and associated supporting documentation and certification; and
- (ii) the Policy Information.

“Specified U.S. Person” has the same meaning as defined under FATCA and includes:

- (i) certain U.S. citizens or resident individuals;
- (ii) certain U.S. partnerships or corporations; and
- (iii) certain trusts the administration of which is governed by the U.S. courts or the controlling person(s) of which include a U.S. citizen or resident.

“Tax Authorities” means the U.S. Internal Revenue Service (IRS), the Hong Kong Inland Revenue Department (IRD) and any other competent tax authority to which we or any of our holdings companies are required to report the Required Information or any part thereof.

“U.S.” means the United States of America.

“U.S. Account” means an account held by one or more Specified U.S. Person(s) or an entity of which one or more controlling person(s) is a Specified U.S. Person.

“U.S. Account Holder” means, in respect of an U.S. Account, a Specified U.S. Person, or an entity of which one or more controlling person(s) is a Specified U.S. Person, who holds that U.S. Account.

“Withholding Tax” means the U.S. tax we are required to withhold as part of our FATCA Obligations.

B. Provision of Account Holder Information

You must:

- (i) when you apply to take out this Policy, as a condition of its issue to you, and from time to time during this Policy when we require you to do so, provide us with Account Holder Information about yourself and the other Account Holders;
- (ii) provide us with such supporting documentation for and certification of Account Holder Information as we may require;
- (iii) where there is any change in Account Holder Information already provided to us (including any change in the residency, citizenship or tax status of an Account Holder), notify us immediately of this in writing and provide us with such information, documentation and certification in that regard as we may require;
- (iv) where there is a change in Account Holder, immediately provide to us the Account Holder Information for the new Account Holder (and where you propose that change, for example by notifying us you want to assign your rights under this Policy or nominate a new beneficiary, you must provide us with the Account Holder Information on the new Account Holder as a condition to our agreeing that change); and

- (v) complete and sign such documents and take such actions, as we may reasonably require from time to time to enable us to comply with our FATCA Obligations in respect of this Policy.

C. Disclosure of Required Information

You consent to our disclosure and transfer of the Required Information to the Tax Authorities both in Hong Kong and outside Hong Kong to comply with our FATCA Obligations and waive all rights you have, if any, to prohibit or restrict such disclosure.

D. Withholding Tax

You consent to our deducting and withholding Withholding Tax from payments made to or from this Policy account and remitting this to the IRS to comply with our FATCA Obligations including, without limitation, to us deducting and withholding Withholding Tax on withholdable payments into this Policy and remitting this to the IRS if the IRD fails to exchange information with the IRS under IGA (and the relevant tax information exchange agreement between Hong Kong and the U.S.) or if you are or any other Account Holder is a Non Participating FFI.

E. Other Account Holders

Where you have an obligation under this Policy with respect to Account Holder Information relating to any other Account Holder you must use your best endeavours to procure that the other Account Holder complies with that obligation with regard to their Account Holder Information including providing to us directly that Account Information and supporting documentation and certification and giving us their consent to the disclosure and transfer of that Account Holder Information to the Tax Authorities and deducting and withhold Withholding Tax and remitting this to the IRS. You agree we may contact the other Account Holders directly for these purposes.

The Automatic Exchange of Information (“AEOI”)

As a result of G20-led initiative carried out by the Organisation for Economic Cooperation and Development, Hong Kong will exchange financial account information with other jurisdictions, thereby enabling them to know taxpayers who place their assets abroad.

Under AEOI, banks and other financial institutions collect and report to the tax authority information in relation to financial accounts held by residents of reportable jurisdictions. The IRD exchanges this information with the foreign tax authorities of those residents of reportable jurisdictions (i.e. jurisdictions with which Hong Kong has signed the competent authority agreement). In parallel, the IRD receives financial account information on Hong Kong residents from foreign tax authorities.

We must comply with the following requirements of the Inland Revenue Ordinance to facilitate the IRD automatically exchanging certain financial account information as provided for thereunder:

- (i) to identify certain accounts as reportable accounts*;
- (ii) to identify the jurisdiction(s) in which reportable account* holding individuals and entities reside for tax purposes;
- (iii) to determine the status of certain reportable account* holding entities as “passive non-financial entities” and identify the jurisdiction(s) in which their “controlling persons” reside for tax purposes;
- (iv) to collect certain information on reportable accounts* (“Required Information”); and
- (v) to furnish certain Required Information to the IRD (collectively, the “AEOI requirements”).

You shall agree to comply with requests made by us to comply with the AEOI requirements.

We do not provide you with any tax advice. If you have doubts about your tax residence or the impact of AEOI on you or the Policy, you should seek independent professional advice.

* “Reportable Account” has the meaning ascribed to it under the Inland Revenue Ordinance (Cap.112).

7.20 General modification right

The Policy has been concluded based on the legal and regulatory requirements in force and applicable at the time of conclusion. Should the mandatory legal and regulatory requirements applicable to your Policy change, in particular also if you change your place of residency, and as a consequence we are not able to continue performing the Policy without potential material adverse effects to us, to meet the changed legal and

regulatory requirements, we have the rights to modify the Policy Provisions as we deem appropriate at our own discretion, or to terminate the Policy.

We will inform you whenever reasonably possible in advance about the changes in the Policy Provisions. In the case of termination of the Policy, we will send you a termination notice and the Policy will terminate in accordance with the termination notice.

7.21 Notices to Zurich

All notices which we require the Policyholder to give shall be sent through your registered email, or in other forms acceptable to us and addressed to us.

7.22 Interpretation

Throughout the Policy Provisions, where the context so requires, words embodying the masculine gender shall include the feminine gender, and singular terms shall include the plural and vice versa.

7.23 Governing Law and Jurisdiction

The Policy shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.

Zurich Life Insurance (Hong Kong) Limited (a company incorporated in Hong Kong with limited liability)
Website: www.zurich.com.hk



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Schedule of Benefits

The applicable plan option is shown on Policy Schedule. This Schedule of Benefits is subject to Policy Provisions.

		HKD			
		Plan 1	Plan 2	Plan 3	Plan 4
Sum Insured		150,000	300,000	600,000	1,000,000
Clause*	Benefits	Benefit amount			
2.1	Accidental Death and Dismemberment Benefit	150,000	300,000	600,000	1,000,000
2.2	Double Benefit	Benefit payable under clause 2.1 will be doubled.			
2.3	Accidental Medical Expenses Reimbursement Benefit (per Accident)	2,000	3,000	4,500	6,000
	A. Medical Expenses Reimbursement	Up to 2,000	Up to 3,000	Up to 4,500	Up to 6,000
	Maximum amount per Accident				
	B. Bone-setting and Acupuncture	Up to 150 per visit	Up to 200 per visit	Up to 250 per visit	Up to 300 per visit
	C. Chiropractic treatment and physiotherapy	Up to 250 per visit	Up to 300 per visit	Up to 350 per visit	Up to 400 per visit
		1 visit per day and maximum of 8 visits per Policy Year			
2.4	Accidental Hospital Income Benefit (per Accident)	250 per day	450 per day	600 per day	800 per day
		<ul style="list-style-type: none"> • Maximum of 90 days per Accident • Maximum of 7 days per Accident if the Confinement occurs in Mainland China (other than in GBA) 			
2.5	Accidental Cash Benefit for Travelling between Hong Kong & GBA with Designated Transportation (per Accident)	2,000	2,500	3,000	3,500
2.6	Non-Accidental Death Benefit	The higher of (i) 5,000 less any outstanding premium; or (ii) 100% of Total Premiums Paid			

*Clause number in this Schedule of Benefits refers to clauses in the Policy Provisions.

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至守護保費回贈意外保障計劃

保單條款

內容

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1. 定義

除另行釋義外，本保單條款內的下列詞彙有以下涵義：

- 「意外」 指因暴力、外在及可見因素引致的突發、不可預見及預料的事件。
- 「意外身故」 指在本保單的保單繕發日或保單復效日（以較後者為準）後，直接、獨立及純粹因一宗意外導致受保人意外身故，而非其他原因如疾病導致。
- 「日常生活活動」 是指以下活動：
i. 洗澡：可自行在浴缸或淋浴間進行沐浴或淋浴（包括進出浴缸或淋浴間）或使用其他方式洗澡的能力；
ii. 更衣：在無需其他人士幫助的情況下，可自行穿著及除掉一切所需衣物；
iii. 進食：在無需其他人士幫助的情況下，可自行進食已預備好之食物；
iv. 如廁：有控制膀胱及大腸功能的自發能力，以保持個人衛生；
v. 移動能力：在無需任何幫助的情況下，可自行上落床、坐椅及於椅子起立；及
vi. 行動能力：在無需任何幫助的情況下，可自行由某一（1）間房間移動至另一（1）間房間。
- 「針灸治療師」 指我們可接受的註冊從業者為獨立人士，其用幼針扎入或刺進人體活組織以治療身體損傷或減輕痛楚。
- 「年齡」或「歲」 指在保單日期或保單周年日，根據適用的情況下，受保人或保單持有人的下一個生日時的年齡。該年齡將在相應的保單年度期間保持不變，直到下一個保單周年日。
- 「受益人」 指由保單持有人不時所指定，在受保人身故後獲得保單下的「意外身故及傷殘賠償」（因意外身故而獲得）或「非意外身故賠償」的人士或公司。
- 「賠償」 指根據本保單條款中的「保障條款」，我們應就本保單支付的任何賠償。
- 「身體損傷」 指在本保單的保單繕發日或保單復效日（以較後者為準）後，直接、獨立及純粹因一宗意外導致受保人身體損傷，而非其他原因如疾病導致。
- 「跌打醫師」 指根據中醫藥條例（包括任何其後的更改或制定），任何於香港中醫藥管理委員會註冊或於治療當地的醫療監管機構註冊（若該治療在香港境外進行），以跌打醫師身份行醫的獨立人士。
- 「脊椎治療師」 指於香港執業脊醫協會正式註冊或獲香港或任何其他國家的法律認可並在其執業地方獲得合法授權以提供脊椎治療服務的合法持牌脊椎治療師，而上述脊椎治療師是為我們可以接受的獨立人士。
- 「商業客機」 指由商業航空公司提供並按所安排之固定航線由領有正式認可牌照的飛機師駕駛往還於設施全備的機場，以及獲得當地政府機關認可及授權運載需付費之乘客的載客飛機。
- 「住院」或「留院」 指受保人經醫生建議並以住院病人身份入住醫院不少於六（6）小時，且在出院前需連續逗留在醫院內，並須提交由醫院發出的每日病房／病房及膳食費用收據作為住院證明。
- 「後備保單持有人」 指保單持有人以我們指定的表格上指定為「後備保單持有人」之人士，該後備保單持有人將可根據保單權益條款中的「指定後備保單持有人」條款而成為保單持有人。
- 「確診」或「診斷」 指由此文件下文定義的「註冊醫生」根據我們接受的放射結果、臨床診斷、細胞組織或實驗分析作出診斷。

若我們對診斷結果的適當性或準確性有任何爭議或有異議時，我們有權指派一（1）位獨立並獲醫學界認可的專家檢驗受保人或對有關的診斷證明，該專家對診斷所作出的意見對受保人及我們均具有約束力。
- 「出院」 是指受保人在醫院內完成所有終止住院的正式手續，及醫院發出全數費用中未付清之部份的賬單後離開醫院，而醫院不再為受保人保留病房或病床。
- 「水浸」 指因下列原因引致普通的乾地部份或完全淹沒的一般及暫時情況：
i. 內陸水或潮水氾濫；
ii. 因任何自然因素而引致地面水不尋常及迅速累積或流走；或
iii. 因以上（i）或（ii）而引致軟泥傾瀉或流動。
- 「大灣區」 指澳門、廣州、深圳、珠海、佛山、惠州、東莞、中山、江門及肇慶（惟不包括香港）。

「香港」	指中華人民共和國香港特別行政區。
「醫院」	指遵從所屬國家的法律合法營運，並符合下列條件的機構： <ul style="list-style-type: none"> i. 持牌醫院（如所在國家或司法管轄區規定必需領取牌照）； ii. 主要業務為接受患病、染恙或受傷人士住院及提供醫療護理服務； iii. 有註冊護士提供全日二十四（24）小時的護理服務； iv. 於所有時間內有最少一（1）位「註冊醫生」駐診； v. 設有系統性診斷設施及大型外科手術設備；及 vi. 不包括作為療養院、寧養院、復康院、護理院、戒酒所、戒毒所或任何用途相若的同類型機構。 <p>在中國內地，我們只會接納本公司指定之中國內地指定醫院名單的「醫院」。</p>
「住院病人」	指受保人因所界定之身體損傷而入住醫院，並以已登記留院病人身份使用醫院內的病房設施，及為此支付有關費用。
「獨立人士」	指非下列人士（i）保單持有人或受保人；（ii）保單持有人或受保人的直系親屬；（iii）保單持有人或受保人的商業合夥人；（iv）保單持有人或受保人的僱主或僱員；（v）本公司的保險代理；或（vi）保單持有人或受保人的保險代表。
「山泥傾瀉」	指地面或堤被水流、激流或以上所界定超越水平線的水浸侵蝕或逐漸沖壞而引致下陷或倒塌。
「受保人」	指於本保單受保的人士並已於保單資料說明中列明為「受保人」。
「喪失聽覺」	指單耳或雙耳後天完全失去聽覺（即在所有頻率中損失聽力最少八十（80）分貝）及不可復原。喪失聽覺必須經我們可接受的耳鼻喉科醫生或專科醫生確診並證實已持續維持十二（12）個月。 <p>須提供包括聽力測驗和聲域測驗的醫學證明。</p>
「喪失語言能力」	指因聲帶實際受損而導致後天完全喪失說話能力，並且無法復原。喪失語言能力必須經我們可接受的註冊神經科及／或耳鼻喉專科醫生確診並證實已持續維持十二（12）個月。所有與精神病有關的原因不受此保障。 <p>須提供醫療證明以確定聲帶實際受損。</p>
「醫療所需」	指關於醫療的治療及／或服務並符合下列條件： <ul style="list-style-type: none"> i. 符合病情的「診斷」及符合處理該等病情之常規醫療的治療；及 ii. 符合被廣泛認可的醫療方法之標準；及 iii. 並非純粹為方便受保人及其親屬，或「註冊醫生」而提供的。 <p>受保人接受的醫療實驗及／或非主流醫療技術／程序均不屬醫療所需。</p>
「無索償獎賞利益」	指在保單期滿日根據保單條款中的「保障條款」，若保單持有人可獲得此無索償獎賞利益時應支付的金額。
「非意外身故賠償」	指根據保單條款中的「保障條款」，受保人因意外身故外的其他原因而導致身故後我們應支付的金額。
「醫生」或「註冊醫生」	指在其執業地方獲得合法授權以提供醫療或手術服務的獨立人士，並具有西方醫學學位資格及執業執照。
「物理治療師」	指於香港物理治療學會有限公司正式註冊或獲香港或任何其他國家的法律認可並在其執業地方獲得合法授權以提供物理治療服務的合法持牌物理治療師，而上述物理治療師是為我們可以接受的獨立人士。
「保單」	指保單持有人與我們之間的合約，其中包括（i）保單條款；（ii）保單資料說明；（iii）賠償金額表；（iv）由保單持有人及／或受保人填寫之申請摘要，包括任何其後之更改、聲明及陳述；及（v）由我們發出並由授權人簽妥之保單條款之批註（如有）。
「保單周年日」	指隨後每一年與保單日期相同之日期。
「保單貨幣」	指申請摘要及保單資料說明中列明之貨幣。除非另外獲得我們批准，保單下之保費及應付賠償會以保單貨幣支付。
「保單日期」	指已於保單資料說明中列明為「保單日期」之日期。保單日期是保單下第一筆定期保費的到期日。

「保單繕發日」	指已於保單資料說明中列明為「保單繕發日」之日期。「保單繕發日」指已於保單獲得保障的生效日期。
「保單期滿日」	指已於保單資料說明中列明為「保單期滿日」之日期。
「保單條款」	指「至守護保費回贈意外保障計劃」的條款與規章，或可不時由我們發出及由我們的獲授權簽署人簽妥，以批註形式（如有）作出更改。
「保單復效日」	指經我們批核之保單復效生效日期。
「保單資料說明」	指隨附在保單條款，並一同繕發的文件。
「保單年期」	指受保人在本保單可接受保障的年期，並已於保單資料說明中列明為「保單年期」。
「保單年度」	指從保單日期開始的每個連續十二（12）個月的期間。
「保單持有人」、「您」或「您的」	指本保單之法定擁有人，並已於保單資料說明中列明為「保單持有人」。
「已存在的病況」	是指在本保單的保單繕發日或保單復效日（以較遲者為準）前已存在的病況，即受保人已知或應合理地意識到之任何病徵或症狀，並已獲註冊醫生建議接受或已接受醫學意見或治療，或受保人已就有關病狀接受相關醫學治療、診斷、諮詢或處方藥物。
「保費繳付年期」	指保單在持續繳交保費以獲得保障的期間，並於保單資料說明中列明為「保費繳付年期」。
「保費回贈利益」	指根據保單條款中的「保障條款」，若保單持有人可獲得此保費回贈利益時應支付的金額。
「合理及慣常」	指就費用、收費或開支而言，是指符合以下各項要求之費用或開支：(a)就傷者接受的治療、醫療物品（包括藥物）或醫療服務所收取的費用，而該等治療、醫療物品（包括藥物）或醫療服務乃為醫療所需及根據良好的醫學慣例及標準而給予的，並在註冊醫生的護理、看顧或指示下進行；(b)有關費用不超過在收取費用當地提供類似治療、醫療物品（包括藥物）或醫療服務的一般收費標準；及(c)不包括任何因為有保險才會衍生的費用。本公司有權根據（但不限於）由當地政府、相關機構及認可之醫療組織提供的有關公布或資料如收費表等去決定任何該等住院／醫療收費是否合理及慣常收費。若根據本公司的意見，任何住院／醫療收費並非合理及慣常收費，則本公司有權調整任何或所有就該等收費應支付之賠償。
「賠償金額表」	指隨附在保單條款，並一同繕發的至守護保費回贈意外保障計劃的賠償金額表。
「學校」	指任何位於香港的教育機構，包括但不限於幼稚園、小學或中學、學院或大學，以教育受保人。
「保障額」	指已於保單資料說明中列明為「保障額」之金額。不接受增加或降低保單的保障額。
「三級燒傷」	指整個皮膚層包括表皮層、真皮層及皮下組織均一同燒傷及受到破壞，並經註冊醫生證明。
「完全及永久傷殘」	指受保人因身體損傷，並且於事發後最少六（6）個月內完全不能從事任何根據他／她的學歷、專業訓練或經驗而可賺取酬勞或利益的職業或工作；或若受保人並無從事任何職業或工作，完全及永久傷殘則指受保人喪失應付日常生活事務的能力。此能力喪失必須由本公司接受的註冊醫生確認，並證明沒有合理的好轉之跡象。
「繳付保費總額」	指本保單的已到期並已繳付的全部保費之總額，惟不包括保費徵費。
「我們」、「我們的」、「本公司」或「蘇黎世」	指蘇黎世人壽保險（香港）有限公司。

2. 保障條款

2.1 意外身故及傷殘賠償

在本保單生效期間，若受保人在意外發生後一百八十（180）日內蒙受意外身故或任何身體損傷而導致下列任何一種受保損失，本公司會支付相等於保障額的百分之一百（100%）的意外身故及傷殘賠償，惟需從有關賠償扣除保單下的任何未繳的應付保費。

受保損失包括：

- i. 在受保人七十五（75）歲生日後緊隨之保單周年日或之前完全及永久傷殘；
- ii. 自傷殘開始日起須無間斷地持續最少六（6）個月不能完成三（3）項或以上的日常生活活動；
- iii. 於腕關節或腳踝以上的一（1）肢或以上截斷或功能完全受損及不可復原；
- iv. 完全喪失一眼或雙眼視力及不可復原；
- v. 喪失語言能力及喪失聽覺；或
- vi. 三級燒傷，而身體燒傷部份佔整個身體表面面積百分之二十（20%）或以上；或頭部燒傷部份佔整個身體表面面積百分之八（8%）或以上。

若屬受保人意外身故，意外身故及傷殘賠償將支付予受益人。若其中一名聯名受益人早於受保人身故，該聯名受益人之權益將轉至其他仍然在生的受益人，並根據他們指定的比例分配，及若無指定的比例則平均分配。若在受保人身故時沒有指定或在生的受益人，意外身故及傷殘賠償會一筆過支付予保單持有人；或若保單持有人已身故，則支付予保單持有人的遺產繼承人。

若屬受保人身體損傷導致上述受保損失，意外身故及傷殘賠償將支付予保單持有人。

請注意完全及永久傷殘只適用於受保人於意外當日為十九（19）歲或以上。

當意外身故及傷殘賠償已支付或應支付時，本保單將隨即終止。

2.2 雙倍賠償

若受保人的意外身故或身體損傷由以下情況導致，則意外身故及傷殘賠償下的應付賠償將會以雙倍計算。

- i. 受保人以乘客身份，繳費乘坐領有牌照載客行駛指定陸上、海上或航空路線的公共交通工具；
- ii. 受保人在升降機內（礦場及建築地盤的升降機除外）；
- iii. 受保人是因任何劇院、酒店、體育場、購物商場或醫院內發生火警而遭遇意外身故或身體損傷，而受保人在起火時已經身處該地；
- iv. 受保人以行人身份於交通意外中被任何機動車輛撞倒；
- v. 受保人是在香港因自然災害造成之水浸或山泥傾瀉而遭遇意外身故或身體損傷；或
- vi. 意外發生期間，受保人為十九（19）歲以下並正在參加學校活動。

為免生疑問，即使在同一次意外符合上述兩（2）項或以上情況，意外身故及傷殘賠償的賠償金額亦只可獲雙倍計算一次。

2.3 意外醫療費用賠償

在本保單生效期間並在符合賠償金額表內就意外醫療費用賠償所列明之每宗意外的最高賠償限額和以下列出的條款及條件的前提下，本公司將會以實報實銷形式向保單持有人賠償由意外當日起計五十二（52）個星期內受保人所招致之下列的合理及慣常的實際費用：

A. 醫療費用

醫療費用包括：

- i. 因身體損傷而接受由註冊醫生所提供的醫療所需之醫療或手術治療；
- ii. 因身體損傷而引致的醫療所需之住院；
- iii. 因身體損傷並由註冊醫生處方的 X-光檢查及 / 或化驗室檢驗；
- iv. 因身體損傷並由主診醫生處方之藥物；
- v. 因身體損傷並由註冊醫生處方的敷料、支架、支撐物、外科用夾板、石膏夾板及 / 或租用輪椅；及 / 或
- vi. 因身體損傷，往來住院醫院的救護車費用。

此賠償受限於賠償金額表內（或倘若此限額其後有所更改時的相關批註）所列明之每宗意外的最高賠償限額。

跌打、針灸、脊椎治療及物理治療並不包括在此賠償內。

B. 跌打及針灸

因身體損傷而接受由跌打醫師及 / 或針灸治療師所提供的醫療所需之跌打及 / 或針灸治療。

此賠償受限於賠償金額表內 (或倘若此限額其後有所更改時的相關批註) 所列明之每個保單年度最多八 (8) 次治療及每天最多一 (1) 次治療為總數之最高上限。

C. 脊椎治療及物理治療

因身體損傷而接受由脊椎治療師及 / 或物理治療師所提供的醫療所需之脊椎治療及 / 或物理治療。

此賠償受限於賠償金額表內 (或倘若此限額其後有所更改時的相關批註) 所列明之每個保單年度最多八 (8) 次治療及每天最多一 (1) 次治療為總數之最高上限。

為免生疑問，每宗意外的醫療費用、跌打及針灸和脊椎治療及物理治療的總索償金額不可多於意外醫療費用賠償所列明之每宗意外的最高賠償限額。

2.4 意外住院現金賠償

在本保單生效期間，若受保人因由意外引致的身體損傷而需要住院，本公司將根據賠償金額表內的金額 (或倘若此金額其後有所更改時的相關批註) 就受保人每日之住院向保單持有人支付意外住院現金賠償，惟該住院必須是醫療所需的住院和以醫院收取每日病房或病房及膳食收費為證明。就每日之住院最多只限支付意外住院現金賠償一 (1) 次，而就同一宗意外所作出的賠償日數不得超過九十 (90) 日。

但若住院發生在中國內地 (大灣區除外)，則就同一宗意外所作出的賠償日數不得超過七 (7) 日。

為免生疑問，所有自最後出院日起一百八十 (180) 日內就同一原因，包括任何及所有併發症，而引起的所有入院，皆視作同一宗意外處理。

2.5 搭乘指定交通工具往返香港及大灣區之意外現金賠償

在本保單生效期間，在受保人獲得第2.1至2.4條的條款所述的賠償的情況下，若受保人的意外身故或身體損傷由以下情況導致，本公司將根據賠償金額表內的金額 (或倘若此金額其後有所更改時的相關批註) 支付搭乘指定交通工具往返香港及大灣區之意外現金賠償。

- i. 受保人駕駛或乘坐港車北上往返香港及大灣區途中；
- ii. 受保人以乘客身份，繳費乘坐港珠澳大橋穿梭巴士；
- iii. 受保人以乘客身份，繳費乘坐高速鐵路；或
- iv. 受保人以乘客身份，繳費乘坐合法營運的海上公共交通工具。

為免生疑問，即使在同一宗意外符合上述兩 (2) 項或以上情況，搭乘指定交通工具往返香港及大灣區之意外現金賠償亦只限支付一次。

2.6 非意外身故賠償

在本保單生效期間，當受保人因意外身故以外的原因而身故，且本公司收到該身故證明後，本公司會支付非意外身故賠償，金額相等於以下之較高者：

- i. 5,000港元，惟須從中扣除保單下的任何未繳的應付保費；或
- ii. 繳付保費總額的百分之一百 (100%)。

當非意外身故賠償時已支付予受益人，本保單將隨即終止。

若其中一名聯名受益人早於受保人身故，該聯名受益人之權益將轉至其他仍然在生的受益人，並根據他們指定的比例分配，及若無指定的比例則平均分配。若在受保人身故時沒有指定或在生的受益人，非意外身故賠償會一筆過支付予保單持有人；或若保單持有人已身故，則支付予保單持有人的遺產繼承人。

2.7 保費回贈利益

若保單根據下述第5.1(i) (只適用於意外身故)、5.1(ii)、5.1(iv)、5.1(v)及5.1(vi)條終止，不論保單是否已支付或有任何應支付的賠償，本公司皆會支付保費回贈利益予保單持有人，金額相等於下表所列根據保單終止的時間而定的繳付保費總額的適用百分比。

此保單終止的時間	繳付保費總額的百分比 (%)
第一至第五個保單年度內	0%
第六至第十個保單年度內	50%
第十一至第十五個保單年度內	80%
於保單期滿日	100%

2.8 無索償獎賞利益

若保單於保單期滿日期滿，在沒有已支付或應支付的賠償（第2.7條的條款所描述的保費回贈利益除外）的情況下，我們會向保單持有人支付無索償獎賞利益，金額相等於繳付保費總額的百分之五（5%）。

2.9 賠償之限制及約束

本保單只根據保單條款，從保單繕發日或保單復效日（以較遲者為準）起至保單資料說明所示的保單期滿日當天或之前的日期內提供保障。

在整個保單年期內，意外身故及傷殘賠償在此保單下只會支付一次。在整個保單年期內，意外身故及傷殘賠償（第2.2條的條款所述的雙倍賠償下任何已支付或應支付的額外賠償除外）的金額不會超過保障額的百分之一百（100%）。當意外身故及傷殘賠償已支付或應支付時，本保單將隨即終止。

對於意外醫療費用賠償，本公司只會以實報實銷的方式支付實際支出的費用，前提是該等費用並未在任何法律、醫療計劃或其他保單（包括由本公司繕發的其他保單之任何賠償）下獲任何政府、公司或保險公司支付或應獲其支付。

若受保人從事的職業或就業情況與申請保單時聲明的職業或就業情況不同，且在意外發生當日被我們分類為不受保職業或就業情況，任何與受保人的職業直接或間接相關的任何身體損傷或身故將不會獲得賠償。

其他賠償之限制受第2.1至2.8條的條款所約束。

2.10 更改職業

在本保單生效期間，若受保人更改職業或工作職責或就業情況或從事額外職業，保單持有人必須立即以書面方式通知我們，以便我們重新評估本公司是否可以繼續提供賠償或將提供的賠償範圍；否則，於索償發生時本公司將調整應付的賠償或不予支付相關賠償。

若受保人更改職業或工作職責或就業情況或從事額外職業，被我們分類為：

- i. 受保，我們保留全權酌情修改本保單的保障條款的權利；或
- ii. 不受保，我們保留全權酌情終止本保單，及退還保費（不包括利息），並從中扣除我們之前已支付的賠償金額（如適用）的權利。

2.11 不保事項

我們不會支付任何由以下事件直接或間接引起或產生的賠償（第2.6條的條款所述的非意外身故賠償除外）：

- i. 戰爭（不論已宣戰或未宣戰）、侵略、叛亂、革命、使用軍事力量或篡奪政府或軍事權力；
- ii. 暴動及民眾騷亂、襲擊、謀殺、工業行動或恐怖活動；
- iii. 抵觸或企圖抵觸法律的行為或拒捕或參與任何打鬥或戰鬥；
- iv. 受保人參與或服役於海軍、陸軍或空軍執行任務、處理炸藥或拆除物料，或不論在和平或戰爭時執行恢復公共秩序的命令；
- v. 直接或間接因受保人參與的空中飛行引致，或在由商業航空公司提供並按所安排之固定航線內運作的有合格牌照之商業客機內作機組人員，若受保人以需付費之乘客身分乘搭領有合格牌照之私人飛機及/或商業客機則除外；
- vi. 受保人精神錯亂，或受保人自殺、企圖自殺或自致之身體損傷，或蓄意置身於異常危險的處境（惟試圖拯救他人性命則除外）；
- vii. 就女性受保人而言，全部或部分源自分娩、流產、懷孕或任何有關的併發症，無論事故是否由身體損傷引致或因身體損傷而加劇；
- viii. 任何種類的疾病（包括食物中毒）；
- ix. 食物中毒或細菌感染（除非是因意外割傷或損傷而引起的化膿性感染）；
- x. 任何性質之心理或精神障礙；

- xi. 任何已存在的病況；
- xii. 有關牙齒護理的治療或手術，惟因意外導致健全自然的牙齒身體損傷而需接受的治療則不在此限（假牙及有關費用不包括在內）；
- xiii. 與美容或整形手術、任何選擇性手術，或天生畸形有關，惟因意外導致身體損傷而需進行的重整手術除外；
- xiv. 與例行健康檢查、普查及預防性護理 / 檢驗有關，或任何與該次入院之身體損傷無直接關係的檢驗，療養或靜養，或任何非醫療所需之入院；
- xv. 受保人以專業運動員身分參與運動，或受保人會或可透過該運動而賺取收入或報酬的運動；
- xvi. 因治療酗酒或濫用藥物或任何其他由此而產生的併發症，或因藥物或酒精影響所導致的意外；
- xvii. 受保人參與危險運動（包括但不限於滑翔風箏、水上降傘、利用繩索或導向裝置攀石或攀山、跳降落傘、綁繩跳、賽車或賽馬或水肺潛水）；或
- xviii. 由愛滋病（AIDS）或任何受人體免疫力缺乏病毒（HIV）感染而導致任何有關之併發症。

3. 保單權益條款

3.1 指定後備保單持有人

在不抵觸保單條款之中其他條款及條件的前提下，保單持有人可以在無需受益人同意的情況下指定一名人士為後備保單持有人，在保單持有人罹患末期疾病、昏迷、不能獨立生活、植物人、嚴重頭部創傷或癱瘓（每一項均為以下第3.2條的條款「若有指定後備保單持有人時觸發保單擁有權變更的指明傷疾」之下定義的「指明傷疾」）的情況下，後備保單持有人將成為本保單的保單持有人。

保單持有人可以在本保單繕發後指定一名後備保單持有人。除非保單持有人罹患指明傷疾，否則保單持有人有權在此之前取消對後備保單持有人的指定，並有權指定另一人作為後備保單持有人。

只有在滿足下列條件時，方可行使指定後備保單持有人選項，而本保單有關的擁有權轉讓才會生效：

- i. 保單持有人必須提交一份填妥的「指定 / 更改後備保單持有人表格」，該項指定 / 更改須經本公司批准；
- ii. 後備保單持有人的年齡必須為十九（19）歲或以上，而一（1）次只能指定一（1）人作為後備保單持有人；
- iii. 如要實施本保單的擁有權變更，後備保單持有人必須提交經由註冊醫生作出證明保單持有人所患指明傷疾的有關證據，而本保單的該項擁有權變更須經本公司批准；
- iv. 行使指定後備保單持有人選項時，以及當本保單的擁有權變更時，後備保單持有人必須在世。

後備保單持有人的指定只在本公司作出批准之日才生效，而本公司將會根據本公司不時釐定的條款及條件，按照本公司的獨自及絕對酌情權決定。

倘若本保單的擁有權變更按照以下第7.4條的條款實施，任何已被指定的後備保單持有人將會同時予以撤銷，不會另作通知。

就根據本條款擁有權轉讓予後備保單持有人而引起的任何索償或損失，本公司一概不承擔責任。

3.2 若有指定後備保單持有人時觸發保單擁有權變更的指明傷疾

- i. 末期疾病
由適當的專科註冊醫生確診（連同書面確認）預期保單持有人之狀況將導致保單持有人於十二（12）個月內死亡。保單持有人必須已不再接受任何積極性治療，惟緩解疼痛或其他舒緩性的措施則除外。

- ii. 昏迷
昏迷是指一種失去知覺的狀態，對外來刺激或體內需求毫無反應，並與永久性神經機能缺損有關及持續最少九十六（96）小時，並需要利用生命維持系統。昏迷必須由腦神經專科註冊醫生確定。

即使符合上述情況，因自致的受傷害、酒精或濫用藥物而引致的昏迷並不受此保障。

- iii. 不能獨立生活
不能獨立生活是指在專用設備的協助下也不能進行此保單內界定之「日常生活活動」的其中最少三（3）項活動，並且在整個活動過程中需要另一個人從旁協助，及已持續最少六（6）個月及永久不能完成有關活動。就此定義而言，「永久」一詞的定義是指根據現時醫學知識及技術，已完全沒有復原的希望。不能獨立生活的診斷必須由註冊醫生確定。

所有與精神病有關的原因不受此保障。

- iv. 植物人
指腦皮質全面壞死，惟腦幹仍保持完整。有關植物人之確實診斷必須獲腦神經專科註冊醫生確定，並須附以醫生證明該情況已持續不少於一（1）個月。

- v. 嚴重頭部創傷
因腦部受傷引致嚴重的永久性腦功能受損，並證明由受傷當日起計已持續最少三（3）個月。該永久性腦功能受損必須導致不能完成在此保單內界定之「日常生活活動」的其中最少三（3）項活動（無論有否使用機械設備、特殊裝置或專為殘疾人士而設的其他輔助和調整設備）。嚴重頭部創傷的診斷必須由腦神經專科註冊醫生確定及獲得本公司的醫務總監正式同意。

- vi. 癱瘓
因疾病或意外受傷引致癱瘓進而導致完全及永久失去雙手或雙腳、或一（1）手及一（1）腳的功能。

4. 保費條款

4.1 繳付保費

保費需於整個保費繳付年期繳付。需繳保費的金額及保費繳付方式已於保單資料說明中列明。

當已繳保費少於需繳保費，本公司可酌情退款或拒絕任何已繳保費。儘管本條款有任何規定，本公司保留在保費到期後就任何差額提出追索的權利。

4.2 寬限期

就每筆保費繳付而言，我們將給予由保費到期日起計三十（30）日之寬限期。若在寬限期屆滿後仍未繳付已到期之保費，保單將會即時失效或終止。

4.3 復效

若保單根據上述第4.2條的條款下終止，保單可在我們絕對酌情下於未繳付保費之到期日起計兩（2）年內復效。

根據保單條款，保單持有人可在符合下列條件的情況下申請保單復效：

- i. 於未繳付保費之到期日起計兩（2）年內，以指定的表格書面申請復效並由我們收妥；
- ii. 保單持有人須向我們提供有效的證據，足夠證明受保人仍然適合受保（包括但不限於受保人的職業 / 健康證明）；
- iii. 全數繳付所有未繳付的已到期保費及以我們釐定的利率計算之利息；
- iv. 全數退還已支付的保費回贈利益的金額（如適用）連同以我們釐定的利率計算之利息；
- v. 保單持有人須提供我們合理要求之資料或文件；及
- vi. 復效申請及復效條款須經由我們書面批核。

4.4 賠償及 / 或定期保費的更改

本公司保留於每個保單周年日，在合理要求範圍內修改及 / 或修訂本保單的賠償、相關限制及約束及 / 或定期保費的權利，並於該變生效的至少三（3）個月前提供書面通知，以涵蓋：

- i. 本公司合理招致的行政及其他成本上漲；及 / 或
- ii. 保單或本公司整體須繳付額外收費、徵費或稅項；及 / 或
- iii. 法例或監管規定修定造成的額外費用；及 / 或
- iv. 長期意外索償趨勢的變化；及 / 或
- v. 任何基本開支上升（包括再保險收費）；及 / 或
- vi. 醫學進步對治療及治癒相關死亡率及病患風險的影響等因素。

除非您於該修訂生效的至少三十（30）個曆日前向我們提供退保本保單的書面申請以拒絕接受這些修訂，否則已修訂的賠償、相關限制及約束及 / 或定期保費將自動適用於本保單。

5. 終止條款

5.1 保單終止

儘管本保單的其他部分有相反的條文，保單將在以下情況（以較先者為準）終止：

- (i) 受保人身故（不論意外身故或其他原因）；
- (ii) 保單退保；
- (iii) 保單持有人未能於指定時間內向我們提交用作核實其身份的所須文件；
- (iv) 於上述第4.2條的條款所述之保單因寬限期完結而失效；
- (v) 保單期滿日；
- (vi) 意外身故及傷殘賠償已支付或應支付時；
- (vii) 於上述第2.10條的條款所述之受保人職業被界定為不受保；
- (viii) 我們合理認為該保單需要終止，以遵從適用於我們的相關法律及監管要求；或
- (ix) 蘇黎世首次得知保單持有人在適用的貿易及經濟法律下成為受制裁人士。

若保單因上述第5.1 (i) 條的條款而終止，我們將根據上述第2.1及2.6條支付意外身故及傷殘賠償或非意外身故賠償。

若保單因上述第5.1 (i) （只適用於意外身故）、5.1 (ii)、5.1 (iv)、5.1 (v) 及5.1 (vi) 條的條款而終止，我們將向保單持有人支付保費回贈利益。

若保單因上述第5.1 (iii)、5.1 (vii) 及5.1 (ix) 條的條款而終止，保單將會無效，而保費將獲退還（不包括利息），惟須從中扣除我們之前已支付的賠償金額（如適用）。

若保單因上述第5.1 (viii) 條的條款而終止，將不會獲得任何賠償及保費退還。

若保單在保單期滿日終止，則此保單下的保障將提供至保單期滿日。

當本保單已終止，我們在本保單下的任何責任隨即解除，本公司將不再有責任根據本保單支付任何賠償。

6. 索償條款

6.1 索償通知

若提出本保單下的索償，必須向我們發出書面索償通知，要求如下：

- i. 若受保人身故，我們必須即時獲得通知；或
- ii. 造成身體損傷的意外發生之日起計三十（30）日內。

若未有在上述時間內發出索償書面通知（除非經我們評估為出於特殊原因），我們可能不會支付此保單之任何賠償。

6.2 索償證明

在保單下任何賠償須依據保單條款內的條款及索償人需於受保人身故日 / 身體受傷日 / 出院日 / 接受治療日起（視情況而定）計九十（90）日內，由索償人負擔相應費用並向我們提供於指定的索償表格中列明之文件及因我們為處理索償而於合理的情況下要求之其他文件。

6.3 身體檢查

若有索償，我們可要求受保人在我們指定的診所及 / 或化驗所及 / 或醫療機構進行相關的身體檢查及 / 或化驗所檢驗。有關診所及 / 或化驗所及 / 或醫療機構對診斷而提出的適當性及準確的意見對索償人及我們具有約束力。

於我們所指定之地方進行身體檢查及 / 或化驗所檢驗而產生的費用及收費由我們承擔，惟我們不會對所招致的任何其他開支負責。

7. 一般條款

7.1 合約

本保單是在申請及繳付於保單資料說明中列明之保費後繕發。保單之申請、醫療證明、任何證明受保人可保性的書面陳述及聲明、保單資料說明及保單條款，均構成蘇黎世與保單持有人之間的合約。

除非透過我們授權人簽妥之批註證明，否則任何保單之修改均為無效。

我們基於您在保單申請表上提供的資料，我們會以申請表上的所有聲明（在沒有欺詐的情況下）視為陳述，並構成合同的基礎。若您的申請表中有遺漏的事實或包含重大不正確或不完整的事實，我們有權宣告保單無效。

本保單的立約條件為符合客戶盡職調查和其他適用的法律要求和準則。

倘若您未能在指定時間內向我們發出令我們滿意的身份證明文件，我們有權宣告保單無效或終止保單（視乎情況而定），我們應付的退款將限於所有已繳保費（不包括利息），並扣除我們之前已支付的賠償金額（如適用）。

蘇黎世保留接受或拒絕本保單申請的唯一和專有權以及酌情權。本保單條款內任何規定均不能解釋為蘇黎世有義務繕發保單或與保單持有人建立任何合約關係。

7.2 保單持有人

保單持有人是在保單資料說明中指定的人士。當受保人在生及保單生效時，只有保單持有人能執行保單下的權利及特權。

7.3 受益人

受益人是在受保人身故時於保單下可獲得意外身故及傷殘賠償（因意外身故）或非意外身故賠償的人士。在受保人在生時，受益人沒有以任何方式行使保單下之權利。

7.4 保單持有人及受益人之更改

在我們的批准下及在保單生效時，保單持有人可不時向我們遞交指定的表格及其他我們所需之文件或資料，以更改保單下的保單持有人或受益人。該更改須在得到我們的批准及接受後方會生效。

7.5 受保人

受保人是由保單持有人指明並於保單資料說明中列明的人士。保單繕發後，將不能更改受保人。

7.6 冷靜期

在未有於保單作出索償下，保單持有人有權於冷靜期在緊接遞送冷靜期通知書予您當日起計的二十一（21）個曆日內期間取消保單，透過您在網上申請時註冊的電子郵件地址向我們發送書面通知至 customer@hk.zurich.com，並取回任何已繳保費及保費徵費。

7.7 貨幣

除非另獲我們批准，否則所有於保單下支付或繳付的款項須以港元繳付。若須要兌換貨幣，於繳付款項時須以我們絕對酌情及不時釐定的現行匯率計算。調整差額（如有）將歸我們所有。我們會考慮當時適用的監管及商業條件及有關的營運程序，合理並可行地儘快根據保單支付所須的款項。

7.8 第三者權益

任何人若不是保單的立約人（包括但不限於受保人及受益人）不享有執行保單下之任何條款的權利。《合約（第三者權利）條例》（香港法例第623章）不適用於保單及任何以保單為依據簽發的文件。

7.9 保單轉讓

保單下的保障不可用作任何金融交易的擔保或抵押品。

7.10 不可爭議

若本保單的續發或復效是基於某人作出的任何不正確聲明或陳述而明知其中包含重大錯誤或不披露的事情時，我們將有權對本保單提出爭議。除非有重大錯誤或不披露的內容，否則我們於保單續發日或保單復效日（以較遲者為準）起計，保單於受保人在生時生效滿連續兩（2）年後，不會對保單提出爭議。

如果我們對此保單有爭議，我們可能會調整保費或賠償金額或保留完全視此保單為無效的權利。如果我們視此保單為無效，我們應付的退款將限於所有已繳保費（不包括利息），並扣除我們之前已支付的賠償金額（如適用）。若我們已支付任何索償金額超過退款額，您應向我們支付超額部分。

7.11 借貸能力

保單不提供保單借貸，亦無借貸能力。

7.12 非分紅保單

保單為非分紅保單，並不會於我們的利潤或盈餘中分紅。

7.13 退保

您可隨時向我們發出書面通知退保。本保單退保時，將根據第2.7條的條款所述支付保費回贈利益。退保後，本保單將會被終止。

7.14 年齡及 / 或性別之錯誤陳述

若保單持有人錯誤陳述受保人之年齡及 / 或性別，而影響我們於保單下收取的保費：

- i. 若已繳保費少於就正確年齡及 / 或性別應繳的保費，我們有權按正確年齡及 / 或性別的保費率調整保費金額及 / 或賠償；或
- ii. 若已繳保費多於就正確年齡及 / 或性別應繳的保費，我們有權退回多繳的保費（不包括利息）。

若受保人的正確年齡及性別並不符合受保要求，我們保留權利宣告保單由起始日起無效，而我們就保單的責任只限於所有已繳保費（不包括利息），並須從中扣除我們之前已支付的賠償金額（如適用）。

7.15 自殺

如受保人在保單續發日或保單復效日（以較遲者為準）起一（1）年內自殺，不論當時是否神志清醒，我們在保單下的責任將僅限於所有已繳保費（不包括利息），並須從中扣除我們之前已支付的賠償金額（如適用）。

7.16 制裁

所有金融交易均須遵守法規及適用的貿易或經濟制裁法律及監管要求。若我們向保單持有人、受保人、受益人或任何第三方提供的服務或保障，包括但不限於接受保費繳付、支付索償及其他償付，會違反適用的貿易制裁法律及監管要求，我們將不會向您提供該等服務或保障。

若我們根據貿易或經濟制裁的法律及監管要求，認為保單持有人、受保人或受益人為受制裁對象，或保單持有人、受保人或受益人進行的活動受到制裁，我們或會終止保單。

以上條文亦適用於任何被我們視為適用的貿易或經濟制裁法律或法規，或受保人或其他接受款項、服務或保障的一方是受制裁人士的情況。

7.17 因監管風險而終止保單的權利

若您於保單生效期間計劃移居至另一個國家，您必須於有關的更改生效前不少於三十（30）日內通知我們。請注意，您或不能為您的保單繳款。您移居至的司法管轄區的當地法律及法規可能會影響我們繼續按照保單條款為您的保單提供服務。因此，我們保留所有採取我們認為合理行動的權利，包括取消保單的權利。

7.18 付款限制

我們只會於保單下支付款項予保單持有人或受益人。該等款項只能電匯至保單持有人或受益人名下的銀行戶口，而該銀行戶口須位於保單持有人或受益人（如適用）的（稅務）居住地的同一個司法管轄區。我們會評估事實及情況，按我們的單獨酌情權豁免有關限制。在任何情況下我們均不會向美國居民支付任何保單相關的現金。

本保單為居住在香港的保單持有人而設。我們不提供任何稅務建議。如您在保單繕發後決定在香港以外的地方居住，我們建議您就保單尋求獨立意見，以了解更改居住國後的稅務後果。對於因您更改居住國而可能就保單及／或根據保單作出的款項產生的任何不利稅務後果，我們拒絕承擔任何責任或義務。

美國海外帳戶稅收合規法案 (「FATCA」)

A. 定義

「海外帳戶稅收合規法案」指經不時修訂的美國海外帳戶稅收合規法案。

「海外帳戶稅收合規法案義務」指我們在海外帳戶稅收合規法案（經跨政府協議修訂或補充）下承擔的義務，包括但不限於我們的下述義務：對帳戶持有人開展盡職調查以查明美國帳戶和美國帳戶持有人，向稅務機關報告關於美國帳戶持有人和美國帳戶的資料，取得美國帳戶持有人對上述行為的同意，根據適用法律和法規從某些美國帳戶的某些收付款中扣除預提稅款並匯付給美國稅局。

「帳戶持有人」，就保單而言，指下述人員：

- (i) 保單持有人；及
- (ii) 如果保單持有人為公司或其他實體，指對該等實體行使控制權的人員，例如是公司保單持有人的大股東；和
- (iii) 有權取得保單價值（例如通過貸款、提取、退保或其他方式）或能夠變更保單下的受益人的任何人，其通常同時為保單持有人，但也可以是下述人員：
 - (a) 保單持有人向之轉讓保單下任何上述權利的任何人；和
 - (b) 個人保單持有人身故或破產時或公司保單持有人資不抵債時，保單持有人的遺產代理人、遺囑執行人或遺產管理人；和
- (iv) 有權取得保單下未來付款的任何人，如受益人；和
- (v) （如保單為信託持有）財產授予人、受託人、信託保護人（如有）、受益人及對該信託行使最終實際控制權的任何其他人。

「帳戶持有人資料」指作為我們海外帳戶稅收合規法案義務的一部分需要我們取得的關於帳戶持有人的資料，其目前包括下述內容：

- (i) （如果帳戶持有人為個人）帳戶持有人姓名、出生日期和地點、住址、郵寄地址、聯絡資料（包括電話號碼）、美國納稅人識別號碼、美國社會保障號碼、國籍、居住地、稅務居住地，以及其受約束或對之承擔任何報稅或納稅義務的任何其他稅務體系的詳情；和
- (ii) （如果帳戶持有人為公司或其他實體）帳戶持有人的全稱、註冊或成立日期和地點、註冊地址、營業地址、美國納稅人識別號碼、稅務地位、稅務居住地，及其受約束或對之承擔任何報稅或納稅義務的任何其他稅務體系的詳情，以及我們合理要求的關於帳戶持有人的每一股東或控制人的其他資料

「跨政府協議」指經不時修訂的香港與美國就海外帳戶稅收合規法案達成的跨政府協議。

「非參與海外金融機構」指參與海外金融機構、視作合規海外金融機構或豁免實益所有權人或在海外帳戶稅收合規法案項下定義之外的海外金融機構。

「保單資料」指作為我們海外帳戶稅收合規法案義務的一部分需要本公司向稅務機關提供的關於保單的資料，其目前包括下述內容：保單號碼、保單餘額、利息、紅利所得和提取、或我們就保單收到或支付的款項的金額和相關資料，包括任何預提稅的詳情。

「必要資料」指：

- (i) 帳戶持有人資料和相關的支持文件和證明；和
- (ii) 保單資料。

「特定美國人」具有海外帳戶稅收合規法案下定義的相同含義，包括：

- (i) 某些美國公民或居留人員；
- (ii) 某些美國合夥或公司；和
- (iii) 其管理受美國法院管轄或其控制人包括美國公民或美國居民的某些信託。

「稅務機關」指美國國稅局（「美國國稅局」）、香港稅務局（「香港稅務局」）和我們或我們的任何控股公司須向之報告必要資料或其任何部分的任何其他主管稅務機關。

「美國」指美利堅合眾國。

「美國賬戶」指一個或多個特定美國人持有的賬戶或其一個或多個控制人為特定美國人的實體持有的賬戶。

「美國賬戶持有人」，就美國賬戶而言，指持有美國賬戶的特定美國人或其一個或多個控制人為特定美國人的實體。

「預提稅」指作為我們海外帳戶稅收合規法案義務的一部分需要我們預提的美國稅款。

B. 提供賬戶持有人資料：

您必須：

- (i) 當您申請投保本保單時，作為繕發條件，及在本保單生效期間當我們不時要求時，向我們提供關於您及其他賬戶持有人的賬戶持有人資料；
- (ii) 向我們提供我們要求的關於賬戶持有人資料的支持文件和證明；
- (iii) 在已向我們提供的賬戶持有人資料有任何變更時（包括賬戶持有人居所、國籍或稅務地位的任何變更），立即以書面方式通知我們，並就此提供我們可能要求的資料、文件和證明；
- (iv) 在賬戶持有人有變更時，立即向我們提供新賬戶持有人的賬戶持有人資料（如果您提出該等變更，例如您通知我們您打算轉讓您在本保單項下的權利或者指定新的受益人，作為我們同意該等變更的條件之一，您必須向我們提供新賬戶持有人的賬戶持有人資料）；和
- (v) 填妥、簽署並採取我們可能不時合理要求的文件和行動，以使我們能夠遵守我們就本保單承擔的海外帳戶稅收合規法案義務。

C. 必要資料的披露

您同意我們向香港境內外的稅務機關披露和轉移必要資料，以遵守我們的海外帳戶稅收合規法案義務，而且您放棄享有的禁止或限制該等披露的一切權利。

D. 預提稅

您同意我們從本保單賬戶的收付款項中扣除和預提預提稅並匯付給美國國稅局，以遵守我們承擔的海外帳戶稅收合規法案義務，包括但不限於同意我們在香港稅務局未根據跨政府協議（和香港與美國訂立的相關稅務資料交換協定）與美國國稅局交換資料或您或任何其他賬戶持有人為非參與海外金融機構的情況下，從付入本保單的須預提取項中扣除和預提預提稅並匯付給美國國稅局。

E. 其他賬戶持有人

如果您在本保單下負有與任何其他賬戶持有人的賬戶持有人資料相關的義務，則您須盡最大努力確保該等其他賬戶持有人遵守此等與其賬戶持有人資料有關的義務，包括向我們直接提供該等賬戶資料及支持文件和證明並對我們作出同意，允許我們向稅務機關披露和轉移該等賬戶持有人資料，以及扣除和預提預提稅並匯付給美國國稅局。您同意我們可為此等目的直接聯絡該等其他賬戶持有人。

自動交換資料（「自動交換資料」）

鑑於經濟合作及發展組織推行 G-20 領導人倡議，香港會與其他司法管轄區交換財政會計資料，以讓他們知道納稅人的海外資產情況。

在自動交換資料的框架下，銀行和其他財務機構會收集和向相關的稅務當局提交有關申報稅務管轄區的居民所持有的財務賬戶資料。香港稅務局會把資料轉交到居民所屬的申報稅務管轄區（即已與香港簽訂主管當局協定的稅務管轄區）的海外稅務當局。與此同時，香港稅務局亦會收到海外稅務當局交來屬於香港居民的財務賬戶資料。

我們必須遵從稅務條例下列規定以便香港稅務局自動交換該條例規定的某些財務賬戶資料：

- (i) 識辨某些戶口為須申報賬戶*；
- (ii) 識辨須申報賬戶*的個人持有人及實體持有人作為稅務居民的司法管轄區；
- (iii) 確定某些以實體持有的須申報賬戶*為「被動非財務實體」之身份及識辨「控權人」作為稅務居民的司法管轄區；
- (iv) 收集某些有關須申報賬戶*的資料（「所需資料」）；及
- (v) 向香港稅務局提供某些所需資料（總稱為「自動交換資料規定」）。

您必須同意遵從我們提出的要求以符合自動交換資料規定。

我們不提供任何稅務建議。如您對您的稅務居住地、自動交換資料規定對您的影響或保單有任何疑問，您應尋找獨立專業意見。

*「須申報賬戶」具有稅務條例（第 112 章）所賦予該詞的涵義。

7.20 一般更改權利

保單已根據於制定時的有效法例及監管要求訂立並於制定時適用。若適用於您保單的強制性法例及監管要求更改，特別是因您更改定居國家，以致我們不能在對我們沒有潛在重大不利影響的情況下繼續履行保單，則為符合已更改之法例及監管要求，我們有權酌情於我們認為合理的情況下修改保單條款，或終止保單。

我們將於保單條款更改前，在合理地可能的情況下，預先通知您有關更改。若保單終止，我們將向您發出終止通知書，而保單亦將會根據該終止通知書終止。

7.21 給予蘇黎世之通知

我們要求保單持有人的所有通知須以您的註冊電子郵件發送或其他我們接受的形式向我們發出。

7.22 詮釋

於整份保單條款中，在情況需要下，所有以男性指稱的字詞均包含女性，單數字詞均包括眾數，反之亦然。

7.23 管轄法律及司法管轄權

保單受香港特別行政區的法律管轄及按其詮釋。雙方同意接受香港法院的為專屬司法管轄權。

賠償金額表

適用的計劃選項請參閱保單資料說明。本賠償金額表受保單條款約束。

保障額		港元			
		計劃 1	計劃 2	計劃 3	計劃 4
保障額		150,000	300,000	600,000	1,000,000
條款*	賠償	賠償金額			
2.1	意外身故及傷殘賠償	150,000	300,000	600,000	1,000,000
2.2	雙倍賠償	第 2.1 條的條款下的賠償將會以雙倍給付			
2.3	意外醫療費用賠償 (每宗意外)	2,000	3,000	4,500	6,000
	A. 醫療費用	最高 2,000	最高 3,000	最高 4,500	最高 6,000
	每宗意外最高賠償額				
	B. 跌打及針灸	每次最高 150	每次最高 200	每次最高 250	每次最高 300
	每個保單年度最多 8 次治療及每天最多 1 次治療				
	C. 脊椎治療及物理治療	每次最高 250	每次最高 300	每次最高 350	每次最高 400
每個保單年度最多 8 次治療及每天最多 1 次治療					
2.4	意外住院現金賠償 (每宗意外)	每日 250	每日 450	每日 600	每日 800
		<ul style="list-style-type: none"> • 每宗意外最多 90 日 • 若住院發生在中國內地 (大灣區除外) · 則每宗意外最多 7 日 			
2.5	搭乘指定交通工具往返香港及大灣區之意外現金賠償 (每宗意外)	2,000	2,500	3,000	3,500
2.6	非意外身故賠償	以下之較高者 (i) 5,000 · 惟須從中扣除任何未繳的保費 ; 或 (ii) 繳付保費總額的100%。			

*本賠償金額表中的條款編號對應保單條款中的條款。

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