

# Medicash Insurance Plan

Dear Policyholder(s),

Thank you for choosing Zurich Medicash Insurance Policy. This policy together with the enclosed schedule and any endorsements subsequently issued should be read as if they are one document and form the contract between you and us. The Zurich Medicash Insurance Plan enrolment form and declaration which you completed and provided to us are the basis of this contract.

We will insure you under those sections shown in the schedule during any period of insurance for which we have accepted your premium provided all of the terms and conditions of the policy are complied with.

Should you change any information given on your enrolment form, please keep us informed immediately as the changes may affect your insurance cover.

Zurich Insurance Company Ltd

## PART 1 – DEFINITIONS

Certain words in this policy have specific meanings. These meanings are given below. To help you identify these words in this policy, we have printed them in italics throughout.

### **Accident**

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

### **Computer Virus**

A set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

### **Confined/Confinement**

Necessary residence in a *hospital* as an in-patient, while under the care of a *medical practitioner* for the treatment of a *disability* covered by this policy and for which the *hospital* makes a charge for room and board.

### **Cyber Act**

Any unauthorized, malicious or criminal acts, regardless of time and place, involving access to, processing, use or operation of any computer system, computer software programme, malicious code, *computer virus* or process or any other electronic system.

### **Disability**

A *sickness*, disease or illness, or an *injury*.

### **Hong Kong**

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

### **Hospital**

Any *hospital* legally authorised by the authorities which provides facilities for major surgery and full time nursing service and is not primarily a convalescent or nursing home, rest home, home for the aged, a place for alcoholics or drug addicts or for any similar purpose.

### **Injury**

Bodily *injury* to the *insured person* caused directly and independently of all other causes by an *accident* which results in a *confinement* in a *hospital* of the *insured person*.

### **Insured Person**

Those people named in the *schedule* as insured persons who are aged between 18 to 64 years old and residents of *Hong Kong*.

### **Intensive Care Unit**

A part of a *hospital* which is staffed and equipped to provide care for critically ill patients requiring specialized or intensive care not normally provided within such *hospital* and for which a daily extra charge is made.

### **Medical Practitioner**

A registered *medical practitioner* other than an *insured person* legally licensed and duly qualified in the geographical area of his practice to render medical and surgical services.

### **Medically Necessary**

The necessity to have a treatment or medical service of the *injury* or *sickness* involved which are widely accepted by *medical practitioners* as effective, appropriate and essential based upon recognized standards of the health care specialty involved and which are:

1. consistent with the diagnosis and is the customary medical treatment for the condition; and
2. in accordance with standards of good and prudent medical practice; and
3. not furnished primarily for the convenience of *medical practitioner* or any other medical service providers; and
4. furnished at the most appropriate level sufficient to safely and adequately treat the insured person's *disability* and are performed in the least costly setting required for treatment of a covered *disability*; and
5. not rendered primarily for diagnostic tests, diagnostic scanning purpose, imaging examination, laboratory test or physiotherapy without medical treatment, medication or surgery.

### **Period of Insurance**

That period for which we have accepted your premium as stated in the *schedule*.

### **Pre-existing Condition**

*Disabilities* which have been diagnosed, caused or originated before the inception of the policy.

### **Schedule**

The *schedule* attached to and incorporated in the policy of insurance.

### **Sickness**

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

### **We, Us or Our**

Zurich Insurance Company Ltd

### **You or Your**

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

## PART 2 - COVERAGE

If any *insured person* is *confined* in a *hospital* on the recommendation of a *medical practitioner* due to *disability* during the *period of insurance*, we will upon receipt of proof acceptance to us and subject to the terms and conditions of this policy pay the benefits shown as insured in the *schedule* to you or in the event of your death, to your estate. The benefits payable will be subject to the relevant plan limits as shown in the following tables.

Table of Benefits Benefits	Plan A – Daily Limit	Plan B – Daily Limit
Daily <i>Hospital</i> Cash	HKD 500	HKD 1,000
Maximum Cover Period	1,000 days	1,000 days
Double Indemnity – in an Intensive Care Unit	HKD 1,000	HKD 2,000
Maximum Cover Period	30 days	30 days
Health Tonic Cover	HKD 200	HKD 200
Maximum Cover Period	30 days	30 days
Waiting Period	5 days	5 days

## Section 1 – In-patient Benefits

### 1.1 Daily Hospital Cash

When as a result of a *disability* an *insured person* is *confined* to a *hospital*, we will pay the daily cash benefit as shown in the Table of Benefits for each day of *confinement*, up to a maximum of 1,000 days.

### 1.2 Double Indemnity - in an Intensive Care Unit

For each day that an *insured person* is *confined* to an *intensive care unit* as a result of a *disability* we will pay double the benefit payable under the "Daily Hospital Cash" as stated in item 1.1 for a maximum of 30 days.

### 1.3 Health Tonic Cover

We will pay *you* an additional daily benefit for the purchase of healthy and nourishing food subject to a *hospital confinement* of a minimum of five consecutive days. For each day of *confinement* in a *hospital*, we will pay *you* a daily benefit of HKD200 per day from the first day of hospitalization up to a maximum of 30 days.

## PART 3 - POLICY CONDITION

In the following conditions *you* include all *insured persons*.

### 1. Age Limit

No benefit will be payable under this insurance if the *insured person* is aged under 18 or has attained the age of 65 at the time of the occurrence of the *disability*.

### 2. Notification of Claim

*You* will give written notice to *us* of all incidents likely to give rise to a claim within 30 days of the incident occurring.

### 3. Conduct of Claim

*You* will supply all certificates, information, evidence, and receipts required by *us* at *your* expense and shall submit to medical examinations as required by *us* at *our* expense. In the event of death, *we* are entitled to a postmortem examination at *our* expense.

### 4. Misrepresentation, Non-disclosure or Fraud

We have the right to declare this policy void as from the policy effective date and notify *you* that no cover shall be provided for the *insured person* in case of any of the following events :

- (a) any material fact relating to the health related information of the *insured person* which may impact the risk assessment by *us* is incorrectly stated in, or omitted from the enrolment form or any statement or declaration made for or by the *insured person* in the enrolment or in any subsequent information or document submitted to *us* for the purpose of the application, including any updates of and changes to such information, failure to disclose *pre-existing conditions* or failure to act in utmost good faith. The circumstances that a fact shall be considered "material" include, but are not limited to, the situation where the disclosure of such fact would have affected our underwriting decision, such that we would have imposed premium loading, added exclusion(s), rejected the application or considered it as a pending application.
- (b) any enrolment form or claim submitted is fraudulent or where a fraudulent representation is made.

In the event of (a):

- (i) we shall refund the applicable premiums and insurance levy (if any) received after offsetting against all past claim payments and necessary expenses incurred by *us* including, but not limited to, our reasonable administration charge and service fees incurred in relation to this policy (if any).
- (ii) if the total amount of the above offsetting items exceeds the applicable premiums received by *us*, *you* must repay such excess to *us* within fourteen (14) working days from the date we issue a notice to *you* requiring such payment.

In the event of (b), we shall have the right:

- (i) not to refund the applicable premiums paid; and
- (ii) to demand that all past claim payments previously paid to *you* be repaid to *us* within fourteen (14) working days from the date we issue a notice to *you* requiring such payment.

### 5. Premium Charge

- (a) This policy is an annual medical policy. *You* may pay the premium to *us* on an annual or monthly basis. All premiums after the first premium are payable to *us* on or before the due date. The validity of the policy is subject to *your* settlement of the full premium for the entire policy year and *you* are required to settle the annual premium for the concurrent *period of insurance* when there is a claim made or service used in such policy year. We will not be liable to refund any premium paid.
- (b) We reserve the right to revise or adjust the premium under the following circumstances:

- (i) According to *our* applicable premium rate at the time of renewal (which will be based on several factors, including but not limited to medical price inflation, projected future medical costs, claims experience and expenses incurred by *you* and/ or in relation to this product, and any changes in benefit) by giving thirty (30) days' advance written notice to *you*.
- (ii) The premium rate should be adjusted automatically according to the attained age of the *insured person* at the time of renewal.

### 6. Arbitration

All differences arising out of this Policy shall be determined by arbitration in accordance with the Arbitration Ordinance, Chapter 341, Laws of Hong Kong as amended from time to time. If the parties fail to agree upon the choice of the arbitrator, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon the Policy that an arbitration award shall be first obtained. If we shall disclaim liability to the *insured person* for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 7. Cancellation

We have the right to cancel the policy or any section or part of it by giving thirty (30) days' notice in writing by letter to *your* last known address.

*You* have the right to cancel this policy by giving a notice in writing to *us*. We will return *you* the premium for the unexpired period in accordance with *our* usual scale of short term premium after the deduction of minimum policy premium provided no claim has been made during the current policy period.

Notwithstanding the above, if *you* are not satisfied with this policy, *you* may within twenty-one (21) days immediately following the day of delivery of this policy, cancel the policy by returning the policy to *us* and attaching a notice signed by *you* requesting cancellation. In the event that no claim payment has been or is to be made, we will refund to *you* all the premiums *you* have paid without interest. In the event that a benefit payment has been made or is to be made, no refund of premium shall be made.

### 8. Renewal

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

### 9. Governing Law

This policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to laws of Hong Kong.

### 10. Geographical Limitations

This policy is applicable anywhere in the world except for the self employed or *insured person* who are not under a contract of employment at the time of admission to a *hospital*. For these *insured persons*, the policy is applicable within the territory of Hong Kong only.

### 11. Change of Occupation

If *you* change *your* occupation in any regard, *you* must notify *us* immediately in writing and shall pay any additional premium required by *us* as a result of such change.

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

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

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

The policyholder and/or *insured person* shall, and shall procure all other *insured persons* covered under the policy to, authorise *us* to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap.486), Laws of Hong Kong, for the obligatory purposes as set out in *our* privacy policy as applicable from time to time. When information about a third party is provided by the *insured person* to *us*, the *insured person* warrants that proper

consents from the relevant data subjects have been obtained before the personal data are provided to us, enabling us to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

### 13. Rights of Third Parties

Other than 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.

### 14. Languages

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

### 15. Sanctions

Notwithstanding any other terms under this policy, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any *insured person* or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the *insured person* would violate any applicable trade or economic sanctions law or regulation.

The above clause shall also apply for any trade or economic sanction law or regulation that the insurer deems applicable or if the *insured person* or other party receiving payment, service or benefit is a sanctioned person.

## PART 4 - EXCEPTIONS

This policy does not cover any *hospital confinement* claim arising directly or indirectly from:

1. any *pre-existing condition*.
2. any condition resulting from pregnancy, childbirth (including Cesarean Section) or miscarriage, abortion, pre-natal care as well as post-natal care and other complications arising therefrom.
3. treatment for drug addiction or alcoholism.
4. cosmetic or plastic surgery, dental care, fitting of glasses, contact lenses, hearing aids or surgery except as necessitated by *injury*.

5. congenital deformities or anomalies, infertility or sterilization of either sex, circumcision or either sex howsoever caused or any treatment relating to birth control.
6. any travel contrary to the advice of a *medical practitioner* or for the purpose of receiving medical or surgical treatment.
7. general medical checkup, convalescence, or nursing home, custodial or rest care or sanitary care, or expenses incurred not in accordance with the diagnosis and treatment of the condition for which the *confinement* is required.
8. suicide, attempted suicide, self-inflicted *injury* or *injuries* due to insanity or any functional disorder of the mind.
9. *disability* resulting from any kind of sport or race in a professional capacity or where the *insured person* is able to earn any remuneration from engaging in such sport or race.
10. treatment by any person other than a *medical practitioner*.
11. any *injury*, *sickness*, death, loss expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused or however named or venereal diseases.
12. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, insurrection, military force or coup.
13. *disability* arising directly or indirectly from nuclear weapons material, ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission, or disease or *sickness* arising from asbestos.
14. Any *cyber act* that results in any *accident*, *disability*, *sickness* and/or *injury*.

### CLAIMS PROCEDURE

STEP 1 - Notify us or our agents as soon as possible.

STEP 2 - Fill in a claim form and supply the *hospital statement* with name of the patient and period of *confinement*.

### Claims Promise

- Claims will be processed within 7 working days if all necessary documentation is provided.
- For any *hospital cash claims* for period of 2 weeks or over, partial payment is available upon your request

## 「康健保」住院入息保險保險計劃

親愛的保單持有人：

多謝「閣下」選購蘇黎世「康健保」住院入息保險計劃。本保單連同「附表」及嗣後發出之任何附帶批單應以整體文件形式一併閱讀，並且構成「閣下」與「本公司」之間的合約。而「閣下」填妥及提交「本公司」之「康健保」住院入息保險計劃投保表格及聲明乃本合約之依據。

「本公司」將於收訖「閣下」所繳之保費後，在「保險期」內為「閣下」提供「附表」內訂明各節之保障，惟「閣下」必須履行本保單所列出的所有條款與條件。

「閣下」於投保表格內填報之資料如有任何更改，請盡早通知「本公司」，以免影響此保單之保障內容。

蘇黎世保險有限公司

此乃中文譯本，僅供參考之用。若與英文版本有異，概以英文版本為準。

### 第一部份 – 定義

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

#### 「意外」

任何不可預見或預料並導致「受保人」蒙受「損傷」之突發事件。

#### 「電腦病毒」

是指一組損壞的、有害的或未經授權的指令或代碼，包括一組通過程序或其他方式惡意傳播的未經授權指令或代碼，並通過電腦系統或任何性質的網絡傳播。電腦病毒包括但不限於“特洛伊木馬”、“蠕蟲”和“時間或邏輯炸彈”。

#### 「住院」

「受保人」以住院病人形式入住「醫院」接受「醫生」治理本保單保障的「傷疾」，而且須向「醫院」支付房租及一般護理費用。

#### 「網絡行為」

是指在任何時間和地點所做的任何未經授權、惡意或犯罪行為。而該行為涉及進入、處理、使用或操作任何電腦系統、電腦軟體程式、惡意代碼、「電腦病毒」或流程或任何其他電子系統。

#### 「傷疾」

「疾病」或病症或「損傷」。

#### 「香港」

中華人民共和國香港特別行政區。

#### 「醫院」

經政府機構批准合法營運的醫院，可提供大型外科手術設施及全職護理服務，惟不包括療養院或復康院、療康院、安老院、戒酒所、戒毒所或其他同類院舍。

### 第二部份 – 保障

如任何「受保人」因「保險期」內發生的「傷疾」遵從「醫生」的建議「住院」治療，「本公司」接獲可接受的證明後，將遵從本保單的條款與條件向「閣下」賠償「附表」訂明之保障，如「閣下」不幸身故，保障賠償便會撥歸「閣下」的遺產。「本公司」支付的賠償金額將以下列各保障表所載各保險計劃的賠償限額為準。

#### 保障表

保障範圍	計劃 A – 每日賠償額	計劃 B – 每日賠償額
醫院現金 最長保障期限	港幣 500 元 1,000 日	港幣 1,000 元 1,000 日
雙倍賠償 – 「深切治療部」 最長保障期限	港幣 500 元 30 日	港幣 2,000 元 30 日
療康保健 療康保健 等候期限	港幣 200 元 30 日 5 日	港幣 500 元 30 日 5 日

#### 「損傷」

「受保人」純粹因意外而非任何其他事故所蒙受之身體損傷並導致「受保人」需「住院」治療。

#### 「受保人」

「附表」訂明為受保人而年齡須界乎十八與六十四歲之「香港」居民。

#### 「深切治療部」

「醫院」內設有醫護人員及設備，專為危疾病人提供超出「醫院」一般護理範圍之特別或深切治療，並且每日收取額外治療費用的部門。

#### 「醫生」

已獲准在其執業的地區合法提供醫療及外科服務的註冊醫生，但「受保人」本身除外。

#### 「醫療必需」

為「損傷」或「疾病」必需或有需要之照顧、「治療」或醫療服務，並此等「治療」在專業認可的醫學標準中普遍接受為有效、適當及不可缺的，並以下列各項作為提供有關服務之必要性：

1. 因應有關診斷或「治療」而所需；及
2. 符合良好及謹慎的行醫標準；及
3. 非純為「醫生」或任何其他醫療服務供應商之方便；及
4. 以「合理及慣常收費」的標準為受保「損傷」或「疾病」進行的「治療」收費；及
5. 於沒有醫療「治療」包括藥物或接受任何手術下，使用醫療服務的目的並非純為診斷檢查、診斷掃描、影像檢查、化驗檢查或物理「治療」。

#### 「保險期」

「附表」內所訂明之保險有效期，而「本公司」已收訖該保險期之保費已為「本公司」接納。

#### 「投保前已存在之傷疾」

「受保人」在保單生效前，已被診斷患上或源生於該段時期的「傷疾」。

#### 「附表」

隨附本保單並構成保單一部份之附表。

#### 「疾病」

「受保人」在「保險期」內健康出現不正常之病理癥狀。

#### 「本公司」

蘇黎世保險有限公司。

#### 「閣下」

「附表」上註明為保單持有人之人士。

## 第一節 - 住院保障：

### 1.1 「住院」現金

如「受保人」因「傷疾」入住「醫院」，「本公司」將支付每日「住院」現金，保障金額已列於保障表內，最高日數為一千(1000)日。

### 1.2 雙倍賠償 - 「深切治療部」

如「受保人」因「傷疾」入住「深切治療部」，「本公司」會雙倍支付第 1.1 項「住院」現金的保障，最高日數為三十(30)日。

### 1.3 療養保健

如「受保人」入住「醫院」連續五日或以上，「本公司」將因應「閣下」住院期內，從第一天起支付每日額外保障港幣 200 元，以便「受保人」購買保健及營養食品，最高日數為三十(30)日。

## 第三部份 - 保單條款

於以下條款中，「閣下」之釋義包括所有「受保人」。

### 1. 年齡限制

如「受保人」於「傷疾」發生而蒙受損失時其年齡為低於十八(18)歲或已屆六十五(65)歲，則「本公司」不會支付任何賠償。

### 2. 索償通知

如有可能導致索償之事件，「閣下」必須於事件發生後三十(30)天內以書面通知「本公司」。

### 3. 索償

「閣下」須自費提供「本公司」要求之所有證明書、資料、證據及收據，並須按「本公司」要求接受身體檢驗，檢驗費用由「本公司」支付。如「閣下」不幸身故，「本公司」有權自費進行驗屍。

### 4. 失實陳述、漏報或欺詐

「本公司」有權在下列任何一項情況下，宣告本保單自保單生效日起無效，並通知「閣下」，本保單不會為「受保人」提供保障：

- (a) 在投保表格或任何其後就相關申請提交予「本公司」的資料或文件（包括相關資料的任何更新及改動），其所作出的陳述或聲明中，就「受保人」健康狀況的任何“重要事實”作出失實聲明或遺漏資料，未如實申報任何「投保前已存在之傷疾」或未能遵行最高誠信而影響「本公司」的風險評估。“重要事實”包括但不限於會影響「本公司」對「受保人」的核保決定的事實，若披露該事實「本公司」有可能因而徵收附加保費、增加不保項目、拒絕或待定投保申請。
- (b) 在投保表格中或索償時，作出欺詐或有欺詐成分的申述。  
在(a)的情況下，「本公司」將：
  - (i) 退還已繳交的相關保費及保費徵費但需扣除所有已支付的索償金額及「本公司」支付的必要費用，包括但不限於「本公司」的合理行政費及因本保單而招致的服務費及保費徵費。
  - (ii) 如上述抵銷事項總數超越已繳交的相關保費，「閣下」必須在「本公司」發出付款通知書後十四(14)個工作天內向「本公司」償還差額。在(b)的情況下，「本公司」將有權：
  - (i) 不退還已繳交的相關保費；及
  - (ii) 追討所有過去已支付予「閣下」的賠償，並要求在「本公司」發出付款通知書十四(14)個工作天內把有關賠償償還「本公司」。

### 5. 保費

- (a) 本保單為年度之醫療保單。「閣下」可以年繳或月繳方式付款予「本公司」。支付首期保費後，所有往後的保費必須在到期日或之前支付予「本公司」。如「閣下」曾提出索償或在保險年度內曾使用服務，「閣下」必須負責繳付同「保險期」之保險年度全年保費，保單方有效。「本公司」亦不會就任何已付保費作出退款。
- (b) 「本公司」保留權利，在以下情況更改或調整保費：
  - (i) 「本公司」會根據續保時的適用保費率調整保費（將基於多個因素，包括但不限於醫療漲、預期未來醫療費用、理賠紀錄及「閣下」及/或這產品招致之費用，及保障之更改），並於調整保費前三十(30)天以書面通知「閣下」。
  - (ii) 於續保時，保費將按「受保人」之實際年齡自動調整。

## 6. 仲裁

如有任何關乎本保單的爭議，一律按照現行的《仲裁條例》(香港法例第341章)及不時生效的修訂本規定進行仲裁。如爭議各方未能協定仲裁人或公證人人選，則由「香港」國際仲裁中心現任主席委任。現明確規定，爭議各方必須待至仲裁裁決，方可就本保單展開其他法律行動或訴訟。如「本公司」不承認「受保人」追索的本保單賠償責任，而「受保人」並未於十二個月內按本保單規定將事件交由仲裁處理，即被視作已放棄索償權利，此後不得再行追討。

## 7. 取消保單

「本公司」有權以三十(30)天書面通知取消本保單或其中任何章節，上述通知書將以郵件形式寄至「閣下」最後登記之地址。「閣下」有權向「本公司」發出書面通知取消本保單。若「閣下」在該保單期內沒有任何索償，「本公司」將退還尚未屆滿「保險期」之保費，金額將按照慣用之短期保費比率計算，但須扣除保單最低保費額。儘管有上述規定，如本保單未符合「閣下」需要，「閣下」有權在緊接保單交付予閣下之日起計的二十一(21)日內交還保單及附上「閣下」的簽署之書面通知書要求取消保單。若未曾獲賠償或沒有將獲發的賠償，「本公司」將會把「閣下」已付之保費無息全數退還。若「閣下」曾獲賠償或將獲得賠償，則不獲發還保費。

## 8. 續訂保單

從保單生效日起計，本保單會維持生效一(1)年及由「本公司」酌情每年自動續保。惟「本公司」保留權利在任何「保險期」之續保前三十(30)日向「閣下」提供書面通知以更改保單條款，包括但不限於保費、保障、保障額或不承保事項。「本公司」沒有責任透露有關更改之原因及如「閣下」於本保單任何一個「保險期」之保單生效日前表示「閣下」不接納相關更改，續保可以不實行。

## 9. 管轄法律

本保單須遵從「香港」的專有司法裁判權，並按「香港」法律詮釋。

## 10. 地理限制

本保單適用於世界各地。惟自僱人士或在入院時沒有僱傭合約的「受保人」，這保單只適用於「香港」範圍內。

## 11. 更改職業

如「閣下」轉換職業，必須即時以書面通知「本公司」，並須按「本公司」要求繳付因轉職而需收取的附加保費。

## 12. 個人資料收集目的

「本公司」將根據「本公司」不時通知「閣下」的私隱政策使用所有已收集及持有個人資料，「閣下」亦可透過此網址查閱有關私隱政策：<https://www.zurich.com.hk/zh-hk/services/privacy>。

「閣下」及/或「受保人」會，及會促使保單內其他「受保人」，授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的強制性用途，使用及轉發（至「香港」境內或境外）包括屬敏感性如「香港」法例第486章《個人資料（私隱）條例》中所定義之個人資料。如「受保人」向「本公司」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「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本保單，包括但並不限於進行任何對有關資料當事人進行審慎調查、合規及製裁查核。

## 13. 第三者權利

除「閣下」或本保單以明示方式指明以外，任何人士如非本保單之一方並沒有權利執行或享有本保單條款的保障。任何有關合約第三者權益之法例將不適用於本保單。

不論本保單任何條款所列，任何保單變更（包括任何解除責任或責任妥協）或終止均不須第三者同意。

## 14. 制裁語言

本保單備有中文及英文版本。兩個版本如有任何歧義，概以英文版本為準。

## 15. 制裁

若本保單提供的保險、款項、服務、保障及/或「受保人」的任何業務或活動會違反任何適用的貿易或經濟制裁法律或監管要求，不論本保單任何其他條款所列，保險公司則不得被視為向任何「受保人」或其他一方提供

任何保險或將向「受保人」或任何其他一方支付任何款項或提供任何服務或保障。

以上條文亦適用於任何被保險公司視為適用的貿易或經濟制裁法律或監管要求，或若「受保人」或其他接受款項、服務或保障的一方是受制裁人士。

#### 第四部份 – 不承保事項

本保單將不會承保因下列事故直接或間接引致之任何「住院」保障：

1. 任何「投保前已存在之傷疾」；
2. 任何因妊娠、分娩（包括剖腹分娩）、流產、墮胎、產前護理、產後護理及其他有關併發症引發之疾病；
3. 戒毒或戒酒療程；
4. 美容或整容手術、牙科療程、驗配眼鏡、隱形眼鏡、助聽器或外科手術，惟本保單承保之「損傷」所需的治療除外；
5. 男女兩性的先天缺陷或不正常、不育或絕育手術、環狀切除手術或有關任何避孕之療程；
6. 不聽從「醫生」勸喻旅遊或到外地接受醫療或外科手術；
7. 一般身體檢查、療養、復康護理、托管、療康保健護理，又或並非按照「受保人」因「住院」醫療情況所需的有關診斷及治療所招致的開支；
8. 自殺、企圖自殺、蓄意自我傷害或因神經失常或神智不清招致「損傷」；
9. 以職業選手身份參加任何體育運動或競賽，或「受保人」將會或可以從上述活動或競賽中賺取任何酬金而導致之「傷疾」；

10. 並非「醫生」提供的治療；
11. 人體免疫力衰竭病毒(HIV)及 / 或任何 HIV 有關疾病引起之「身體損傷」、「疾病」、死亡、損失、費用或其他責任，包括愛滋病(AIDS)及 / 或不論如何引起或如何定名之變種、衍生或變故病體；或其他性病；
12. 因戰爭、侵略、外敵行動、敵對局面（不論曾正式宣戰與否）、內戰、叛亂、反叛、軍事或篡權行動導致之任何事件；
13. 任何直接或間接因核子武器、核子物料或任何核子燃料、核子燃料燃燒後所產生的核子廢料所引致之電離子輻射或放射性污染所引起之「傷疾」（於本項中，燃燒的釋義包括任何自持性核子分裂），又或石棉瓦引致之「疾病」或病症；
14. 任何由「網絡行為」引致的「意外」、「傷疾」、「疾病」及 / 或「損傷」。

#### 賠償處理

步驟 1：盡快通知「本公司」或「本公司」的保險代理；

步驟 2：請填寫賠償申報表及提交「醫院」報告，當中須列明病人姓名及「住院」期間。

#### 賠償承諾

— 如所有必要文件齊備，「本公司」將於七個工作天內辦妥賠償事宜。

— 投保人因「住院」兩星期或以上索賠，「本公司」可按「閣下」要求預付部份賠償金。

Zurich Insurance Company Ltd (a company incorporated in Switzerland with limited liability)  
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在此展示的商標於全球多個司法轄區以蘇黎世保險有限公司的名義註冊。

  
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