

CyberSide – Your Personal Cyber Insurance

(請按這裡參閱中文版本)

Thank you for choosing Zurich. **You** are protected for your journey online!

- Take some time to read **Your** policy. This way, **You** can have extra peace of mind.
- If **You** need to make any changes, like correcting a name or email address, please let **Us** know immediately.

Please note that:

- Some words in **Your Policy** have special meanings. **You** can find these in “Section 2 – Definition”. These words are **bolded** wherever they appear.
- **Your Policy** is a legal agreement between **You** and **Us**. **You're** covered when **You** pay the premium and follow the terms and conditions in the **Policy**.

How to contact Us on Policy or claims enquiry

- Customer service enquiry: enquiry@hk.zurich.com
- Claims procedures and documents required for submission of claims
- Claims submission through <https://bit.ly/CBSClaim>

OneZurich Customer Portal

You can access and edit **Your Policy** information, update personal details, and check claims history and status on the portal with personalized 7x24 customer support. Go to OneZurich Customer Portal.

Here is a guide to Your CyberSide – Your Personal Cyber Security Insurance Policy

Section	Content
<i>What is covered, not covered and the glossary</i>	
Section 1: Your Benefits	<i>What is covered?</i>
Section 2: Definitions	<i>A glossary explaining the wordings</i>
Section 3: Exclusions	<i>What is NOT covered?</i>
<i>Your responsibilities, operation of this policy, and how to claim</i>	
Section 4: Special Conditions	<i>Your and Our responsibilities in this Policy</i>
Section 5: General Conditions	<i>How the Policy operates?</i>
Section 6: Claims Procedure	<i>How to claim?</i>

Something **You** MUST KNOW about this **Policy** –
What is *covered*, *not covered* and the *glossary*

- **SECTION 1: YOUR BENEFIT**
- **SECTION 2: DEFINITIONS**
- **SECTION 3: EXCLUSIONS**

What is covered? – Section 1: **Your Benefit**

Please refer to the coverage shown on the Policy Schedule and the benefit table below for the respective sections and limits covered in **Your Policy**.

This is a **Claims-Made** and Reported **Policy**. If a Covered Item or Covered Items below happens to **You** and/or **Your Children** during the **Policy Period**, **We** will pay claims arising out of the following covers under the **Policy**, in consideration of the premium paid subject to the terms, conditions, exclusions and limitations. **Children** will share the coverage limit with their parents under this **Policy**.

1.1 Cyber Fraud

We will pay **You** for the **Cyber Fraud Loss** incurred by **You** arising directly from any **Cyber Fraud** or **Hacking** of **Your** personal account with financial institution, **Payment Card** and/or personal **Digital Wallet** by a **Third Party** and such **Cyber Fraud** is first discovered by **You** during the **Policy Period** and within 90 days from the date of Occurrence. "Occurrence" shall mean the happening of a cyber event or incident that may lead to a claim or give rise to a liability under this **Policy**.

1.2 Social Engineering

We will pay **You** for the **Social Engineering Loss** incurred by **You** arising directly from any **Social Engineering Criminal Act** which is first discovered within 90 days from the date of occurrence during the **Policy Period**.

1.3 Cyber Extortion Threat

We will pay for **Extortion Payments** incurred by **You**, arising directly from a **Cyber Extortion Threat**, that is first received during the **Policy Period**.

1.4 Restoration

We will pay you for **Restoration Costs** incurred by **You** arising directly from a **Malicious Cyber Act** that is first discovered during the **Policy Period**.

1.5 Cyberbullying

We will pay **You** for:

- **Ongoing Monitoring Expenses**, and
- **Mental Health Counselling Expenses**

incurred by **You** arising directly from a **Cyberbullying Act** that first occurred during the **Policy Period**.

1.6 Following-up expenses for Identity Theft

We will pay **You** for the following-up expenses for **Identity Theft** incurred by **You** arising directly therefrom that is first discovered during the **Policy Period**.

1.7 Legal Defence Costs and Cost for Injunction

We will pay **You** for **Legal Defence Costs and Costs for Injunction** incurred by **You** arising directly from **Cyber Fraud**, **Identity Theft** or **Malicious Cyber Act** and the costs for bringing such Injunction.

Benefit Table

Coverage items	Coverage Limit per incident (HKD)
1. Cyber Fraud	5,000
2. Social Engineering	5,000
3. Cyber Extortion Threat	20,000
4. Restoration	10,000
5. Cyberbullying	10,000
6. Following-up expenses for Identity Theft	10,000
7. Legal Defence Costs and Costs for Injunction	20,000
Policy Limit per year per insured	20,000

The glossary – Section 2: Definition

The **bold** printed terms in this **Policy**, whether in the singular or in the plural, whether in this Section 2 - Definitions, or as defined in other sections of this **Policy**, shall have the meaning specified below in this Section 2 for the scope of this **Policy**.

Child(ren)	Child(ren) means any minors (as defined by the Laws of Hong Kong Special Administrative Region (“HKSAR”)) who is under the age of eighteen (18) years and is dependent on the Insured during the Policy Period stated in the Policy Schedule .
Computer System	Computer System means: <ul style="list-style-type: none">(a) any home computer network, router, hardware, Digital Assets therein and all associated input and output devices, which is owned by You and/or Your Children and used mainly by You and/or Your Children for personal purposes, and which is located at an Insured’s Your Home; or(b) desktop, mobile phones, laptops, notebook or tablets, which are owned by You and/or Your Children and used mainly by You and/or Your Children for personal purposes.
Cryptojacking	Cryptojacking means the unauthorized use of You and/or Your Children ’s Computer System by a Third Party for mining cryptocurrency.
Cyberbullying Act	Cyberbullying Act means any intentional conduct carried out through electronic means that causes or is intended to cause harm, fear, or distress to You and/or Your Children . This includes, but is not limited to, harassment, intimidation, threats, distribution of You and/or Your Children ’s personal data, or the dissemination of false information which aim to cause embarrassment or harm to You and/or Your Children .
Cyber Extortion Threat	Cyber Extortion Threat means an online demand for money or property accompanied by a credible threat by a Third Party to: <ul style="list-style-type: none">(a) release, divulge, disseminate, destroy, alter or use of You and/or Your Children’s Digital Assets, acquired by fraudulently or maliciously accessing or using You and/or Your Children’s Computer System;(b) release, divulge or disseminate of authentic nude image of the You and/or Your Children;(c) introduce Malware into You and/or Your Children’s Computer System;(d) corrupt, damage or destroy You and/or Your Children’s Computer System; or(e) restrict or hinder access to You and/or Your Children’s Computer System or You and/or Your Children’s Digital Assets or having already encrypted You and/or Your Children’s Digital Assets or disabled access and control of You and/or Your Children’s Computer System, a demand for money or property in return for the decryption key or instructions.
Cyber Fraud	Cyber Fraud means the introduction of malicious codes, programmes or digital instructions of a malicious nature, including but not limited to Malware , trojans, virus, worms or cryptoware received through SMS, file transfer, downloaded programs from Internet or any other digital means.
Cyber Fraud Loss	Cyber Fraud Loss means: <ul style="list-style-type: none">(a) Theft of Funds;(b) any associated fees, penalties or interest incurred by You and/or Your Children which have been levied by the financial institution or Online Merchant; or

(c) **Payment Card** charges that **You** and/or **Your Children** has or have incurred, including any penalties or interest which have been levied by the financial institution;

Digital Assets	Digital Assets means software, programs, Your and/or Your Children's personal Electronic Data , digital photos, digital music and digital video stored on Your and/or Your Children's Computer System .
Digital Wallet	Digital Wallet means an e-wallet associated with a user's account with an Online Merchant and is intended for effecting payment for the purchase of goods and services through the Online Merchant's website.
Electronic Communications	Electronic Communications means: <ul style="list-style-type: none">(a) electronic mails;(b) instructions given via the online banking or trading platform of a financial institution; or(c) instructions given via the mobile application software (App) of a financial institution; or.(d) SMS.
Electronic Data	Electronic Data means information stored or transmitted in a digital format
Email Spoofing	Email Spoofing means wrongful manipulation or falsification of an email by an unauthorized source so that the message appears to be from a legitimate or trusted source.
Extortion Payment	Extortion Payment means any monies (including crypto or virtual currencies) or property paid by You and/or Your Children , to a Third Party , whom You and/or Your Children reasonably believes to be responsible for a Cyber Extortion Threat , with the purpose of resolving or terminating such threat.
Home	Home means Your and/or Your Children's private residential property used solely for domestic purposes
Hacking	Hacking means the unauthorised access or intrusion by a Third Party to Your and/or Your Children's Computer System using improper digital means including Email Spoofing and Phishing
Identity Theft	Identity Theft means the online theft or online modification, alteration or corruption by a Third Party of Your and/or Your Children's Personal Information to commit fraud using Your and/or Your Children's identity
Identity Theft Expenses	Identity Theft Expenses means: <ul style="list-style-type: none">(a) reasonable and necessary expenses (including Legal Defence Costs and Costs for Injunction) incurred by You and/or Your Children, with the Our prior written consent:<ul style="list-style-type: none">(i) to correct or reinstate official public records after an identity theft has occurred;(ii) for challenging the accuracy or completeness of a consumer credit report;

- (iii) for the preparation and attendance at any audit or hearing conducted by a governmental agency;
- (iv) for the dismissal or withdrawal of civil or criminal proceedings on the basis that the alleged liability rests with the perpetrator of the identity theft and not **You** and/or **Your Children**; or
- (v) for the removal of criminal or civil judgments wrongly entered against **You** and/or **Your Children**.

(b) the costs of:

- (i) notarizing affidavits or related documents verifying the fraud; or
- (ii) photocopying and registered mail postage for sending required documentation to law enforcement agencies, credit bureaus, financial institutions, creditors or debt collection agencies; or

(c) the cost of loan re-application fees, if **You** and/or **Your Children's** earlier application had been refused solely because the lender had received incorrect credit information about **You** and/or **Your Children** following the **Identity Theft**.

Insurer

Insurer means Zurich Insurance Company Ltd – Hong Kong Branch, a company incorporated in Switzerland with limited liability

Legal Defence Cost and Cost for Injunction

Legal Defence Cost and Cost for Injunction means the reasonable and necessary costs, expenses and fees incurred by **You** and/or **Your Children** with **Our** prior written consent:

- (a) in the defence of any demand, claim, suit or legal proceedings against **You** and/or **Your Children**; or
- (b) costs for bringing an injunction (if applicable).

provided always that:

- (i) such costs, expenses and fees are not recoverable from any other party; and
- (ii) there is no duty upon **Us** to advance any costs, expenses or fees to **You** and/or **Your Children** prior to the conclusion of the demand claim, suit or proceeding.

Loss

Loss means:

- (a) **Cyber Fraud Loss** for the purpose of Your Benefits 1.1 (Cyber Fraud);
- (b) **Social Engineering Loss** for the purpose of Your Benefits 1.2 (Social Engineering);
- (c) **Extortion Payments** for the purpose of Your Benefits 1.3 (Cyber Extortion Threat)
- (d) **Restoration Costs** for the purpose of Your Benefits 1.4 (Restoration);
- (e) **Ongoing Monitoring Expenses** and **Mental Health Counselling Expenses** for the purpose of Your Benefits 1.5 (Cyberbullying);
- (f) **Identity Theft Expenses** for the purpose of Your Benefits 1.6 (Following-up expenses for Identity Theft);
- (g) **Legal Defence Cost and Cost for Injunction** for the purpose of Your Benefits 1.7 (Legal Defence Costs and Costs for Injunction) .

Loss does not include any taxes, the loss of tax benefits, or fines and penalties imposed by law.

Malware

Malware means any malicious software or code designed to infiltrate, disrupt, corrupt or damage a computer system or circumvent any network security product or service, including but not limited to viruses, worms, trojan horses, ransomware, adware, spyware and **Cryptojacking** scripts.

Malicious Cyber Act	<p>Malicious Cyber Act means:</p> <p>(a) the fraudulent, malicious or unauthorized input, modification, deletion, corruption, encryption or extraction of an Your and/or Your Children's Digital Assets, residing on Your and/or Your Children's Computer System, which is caused by the introduction of Malware or Hacking by a Third Party;</p> <p>(b) the fraudulent, malicious or unauthorized disablement of access and control of an Your and/or Your Children's Computer System which is caused by the introduction of Malware or Hacking by a Third Party; or</p> <p>(c) Cryptojacking.</p>
Mental Health Counselling Expenses	<p>Mental Health Counselling Expenses means fees or costs incurred for licensed professional mental health services on counselling sessions provided to You and/or Your Children, for addressing psychological distress or trauma arising directly from a Cyberbullying Act.</p>
Ongoing Monitor Expenses	<p>Ongoing Monitor Expenses means the costs incurred You and/or Your Children for continuous monitoring services for detecting and managing potential risks or threats arising directly from a Cyberbullying Act. Ongoing Monitor Expenses shall also include reasonable legal costs to apply for injunction or restraining order.</p>
Online Merchant	<p>Online Merchant means a Third Party retail business registered with a valid business license according to the jurisdiction of the place which it is situated in, and which accepts payment for goods through a secured online payment gateway</p>
Online Bank Account	<p>Online Bank Account means an account with a bank or other financial institution regulated by Hong Kong Monetary Authority (HKMA) or other similar regulatory bodies worldwide, the operation of which requires a password or other credentials provided by the bank or financial institution, by which You and/or Your Children is able to conduct online financial transactions including payments or transfers</p>
Personal Information	<p>Personal Information means information or data relating to You and/or Your Children's personal identity which publicly documents, authenticates or proves Your and/or Your Children's genuine identity or good standing.</p>
Payment Card	<p>Payment Card means any credit, debit, charge or store card that is registered to You and/or Your Children's name.</p>
Phishing	<p>Phishing means the attempt to obtain sensitive information such as usernames, passwords, and credit card numbers, or other personal data by masquerading as a trustworthy entity in an Electronic Communications.</p>
Policy	<p>Policy means this insurance document and the Schedule, including any endorsements.</p>
Policyholder	<p>Policyholder means the named owner (name of proposer) of this Policy as shown in the Policy Schedule.</p>
Policy Period	<p>Policy Period means the period set forth in the Policy Schedule.</p>
Policy Schedule	<p>Policy Schedule means the Policy Schedule containing the Policyholder's details, sum insured, and Policy Period. The Policy Schedule forms part of the Policy.</p>

Restoration Cost	<p>Restoration Costs means reasonable and necessary costs and expenses You and/or Your Children incur, with Our prior written consent:</p> <ul style="list-style-type: none"> (a) for investigating, reconfiguring and repairing any damage to Your and/or Your Children's Computer System; (b) for retrieving or replacing Your and/or Your Children's Digital Assets; or (c) for locating and removing Malware from Your and/or Your Children's Computer System following a Malicious Cyber Act. <p>We can at sole discretion settle claim for Restoration Costs under this Policy, with new for old with provision for wear and tear deduction if necessary.</p>
Social Engineering Criminal Act	<p>Social Engineering Criminal Act means any Transfer Instruction purportedly raised by:</p> <ul style="list-style-type: none"> (a) Any of Your and/or Your Children's family members; or (b) any Vendor; or (c) any agent of an official body <p>but which Transfer Instruction proves to have been fraudulently raised by an imposter without the knowledge or consent of the entity or natural person named in (a) to (c) above, and result in any transfer of money or official national currency by You and/or Your Children, in good faith.</p>
Social Engineering Loss	<p>Social Engineering Loss means the direct financial loss of any money or official national currency sustained by You and/or Your Children as a direct result of a Social Engineering Criminal Act.</p>
Tax	<p>Tax means any present or future, direct or indirect, tax, levy or duty, including consumption tax or any tax of similar nature, which is imposed on goods and services by government or tax authority.</p>
Theft of Funds	<p>Theft of Funds means any unauthorized digital or electronic transaction of money or official national currency owned by the You and/or Your Children or held by a financial institution in an electronic form on behalf of You and/or Your Children. Branded, digital or virtual currencies are not considered money or official national currency.</p>
Third Party	<p>Third Party means any natural person or entity other than You and/or Your Children, acting on their own accord, without Your and/or Your Children's knowledge, consent, assistance or participation.</p>
Transfer Instruction	<p>Transfer Instruction means an instruction directing You and/or Your Children to transfer money or official national currency using Electronic Communications.</p>
Vendor	<p>Vendor means an entity or individual that has a legitimate written contract or a pre-existing written arrangement to provide goods or services to You and/or Your Children.</p>
You, Your, Insured	<p>You, Your, Insured means the Policyholder and/or the person named in the Policy Schedule as Insured.</p>
We, Us, Our, Insurer	<p>We, Us, Our, Insurer means Zurich Insurance Company Ltd.</p>

What is NOT covered? – Section 3: Exclusion

We will not pay or reimburse **You** for any **Loss** arising directly or indirectly from the following:

- 3.1 Any criminal, dishonest, reckless, deliberate or malicious conduct by **You** and/or **Your Children**.
- 3.2 Any dishonest conduct of a **Third Party** who is or has been authorized by **You** and/or **Your Children** (whether or not such authority has been rescinded) to have access to **You** and/or **Your Children's Home** or passwords or other access credentials for **Your** and/or **Your Children's Computer System, Payment Card, Online Bank Account** or **Digital Wallet**.
- 3.3 Any **Loss** based upon, arising from or as consequence of physical theft or loss of **Payment Card**.
- 3.4 Any **Loss** based upon, arising from or as consequence of **Online Bank Account**, or **Payment Card** issued by card issuers, which are not regulated by Hong Kong Monetary Authority (HKMA) or other similar regulatory bodies worldwide.
- 3.5 Advance fee fraud whereby **You** and/or **Your Children** is dishonestly induced by a **Third Party** to make an upfront payment by promising later to provide to **You** and/or **Your Children** payment or provide goods or services of a greater value.
- 3.6 Confidence trick involving feigned intentions towards **You** and/or **Your Children**, such as romantic intentions, investments, contracts, loans and the like, gaining the **Your** and/or **Your** 's confidence or affections, and then using that goodwill to commit fraud

Provided however this exclusion 3.6 does not apply to:
 - **Social Engineering Loss** under Your Benefits 1.2 (Social Engineering) of this **Policy**.
- 3.7 Any physical injury, sickness, disease, disability, shock, mental anguish, or mental injury, including required care, loss of services or death at any time resulting therefrom. Provided however this exclusion does not apply to:

Provided however this exclusion 3.7 does not apply to:
 - **Ongoing Monitor Expenses** and **Mental Health Counselling Expenses** under Your Benefits 1.5 (Cyberbullying) of this **Policy**
- 3.8 Any physical loss or damage to tangible property, other than **Restoration Costs**.
- 3.9 In respect of all operative sections of this **Policy**: pornographic content, illegal content, prize competitions or games of chance
- 3.10 Any activities carried out by **You** and/or **Your Children** for business or professional purposes.
- 3.11 Infringement of intellectual property rights.
- 3.12 War, hostilities or warlike activities (whether war is declared or not), invasion, civil uprisings, riot, rebellion, insurrection, illegal strikes, decrees of government, state or public authorities.
- 3.13 The use of data which **You** and/or **Your Children** is not authorized to use.
- 3.14 Any **Loss** which occurred before the inception of this policy.

- 3.15 If any **Loss** covered under this **Policy** is also covered by another policy, or would have been covered by another **Policy** if this **Policy** did not exist, **We** will only reimburse **Our** share of the claim even if the other insurer refuses the claim.
- 3.16 Any failure or interruption, however caused, of services provided by a **Third Party** including telecommunications, internet service, satellite, cable, electricity, gas, water or other utility service providers.
- 3.17 An electromagnetic pulse, nuclear material or radioactive contamination.
- 3.18 Transfers or payments made in the expectation of receiving cash, cash equivalents, in-game items, jewellery, live animals, plants, illegal or restricted goods or services.
- 3.19 Seizure, confiscation, requisition, destruction or damage by law or order of any government, state, public, civil or military authorities.
- 3.20 Funds in **Digital Wallets** stored in a currency other than Hong Kong dollar (HKD).
- 3.21 In-game currencies, crypto-currencies, reward points and air miles.
- 3.22 Any **Loss** involving unregulated digital currency of any kind, unregulated virtual currency of any kind or unregulated cryptocurrency of any kind.
- Provided however this Exclusion does not apply to:
- **Extortion Payment** under Your Benefits 1.3 (Cyber Extortion) of this **Policy**; or
 - **Restoration Costs** under Your Benefits 1.4 (Restoration) of this **Policy** arising from **Cryptojacking**.
- 3.23 Insolvency of a bank or card issuer.
- 3.24 Insolvency of a seller or provider of goods and services.
- 3.25 Any **Loss** in respect of which **You** and/or **Your Children** is entitled to compensation or an indemnity or refund from a card issuer, bank or seller or provider of goods or services
- 3.26 Investment losses.
- 3.27 Any act of terrorism, notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto; or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- 3.28 Any **Loss** arising from unlicensed, illegal, or pirated software, music, films or installation of unofficial mobile apps stores.
- 3.29 Any **Loss** arising from any ordinary wear and tear, drop in performance, progressive or gradual deterioration.
- 3.30 Any **Loss** arising out of **Cyber Fraud** or **Hacking** against the bank and/or any financial institution.
- 3.31 Any **Loss** arising from any purchase of products and services from social media such as Facebook, Instagram, WeChat and the likes.

Something You MAY WANT TO KNOW deeper about Your Policy –
**Your and our responsibilities, operation of this Policy, and
how to claim**

- **SECTION 4: SPECIAL CONDITIONS**
- **SECTION 5: GENERAL CONDITIONS**
- **SECTION 6: CLAIMS PROCEDURE**

Your and our responsibilities in this Policy –

Section 4: Special Conditions

4.1 Eligibility

To be eligible under this **Policy**:

- (a) The **Policyholder** named in the **Policy Schedule** must be a Hong Kong Identity Card (HKID) holder including a citizen, a permanent resident of Hong Kong or non-permanent residents, who meet specific criteria.
- (b) The **Policyholder** named in the **Policy Schedule** must be at least eighteen (18) years of age on the effective date of insurance.

4.2 Cash Before Cover

- (a) It is fundamental and an absolute special condition of this **Policy** that the premium due must be paid and received by **Us** before insurance cover is effective.
- (b) In the event that the total premium due is not paid to **Us** (or the intermediary through whom this **Policy** was effected) on or before the inception date or the renewal date, then the insurance shall not attach and no benefits whatsoever shall be payable by **Us**. Any payment received thereafter shall be of no effect whatsoever as cover has not attached.

4.3 Coverage Limit and Deductible

Our maximum liability for each and every **Loss** and all **Loss** in the aggregate under this **Policy** shall not exceed the coverage limit stated in the Section 1 Your Benefit, or if specified in the **Policy Schedule** which shall prevail .

We shall only be liable for that part of each and every **Loss** which is in excess of the deductible stated in the **Policy Schedule**.

4.4 Claims Notification

- (a) As soon as **You** and/or **Your Children** become aware during the **Policy Period** of any fact or circumstances that is reasonably likely to result in a **Loss** covered under this **Policy**, **You** must notify **Us** as soon as possible, but no later than thirty (30) days after discovery.
- (b) **You** and/or **Your Children** shall provide **Us** with all information, assistance and cooperation which **We** reasonably request and shall:
 - (i) take all reasonable steps to mitigate or avoid a loss under this **Policy**;
 - (ii) keep any damaged computer systems and other evidence, and allow **Us** to inspect it;
 - (iii) attempt to recover financial loss relating to a claim under Your Benefits 1.1 (Cyber Fraud) of this **Policy** from a financial institution or online merchant (as applicable), that may be responsible for all or part of the financial loss; and
 - (iv) do nothing that may prejudice **Our** and/or **Your** and/or **Your Children's** potential or actual rights of recovery with respect to a loss.
- (c) With respect to Your Benefits 1.1 (Cyber Fraud), **You** must provide evidence within 6 months that the financial institution or **Online Merchant** (as applicable) has decline to reimburse or void such fraudulent transaction.
- (d) With respect to Your Benefits 1.2 (Social Engineering), **Your** and/or **Your Children's** notice will include, but not be limited to a description of the circumstances leading to the loss and the names, if known, of the persons causing such loss. **You** will provide **Us** with proof of loss within:
 - (i) 6 (six) months of the discovery of any **Loss** insured under this **Policy**; or
 - (ii) the additional time which **You** may request, subject to **Our** prior written consent with such extension of time.

In the event of a **Loss** **You** will immediately upon **Our** request deliver to the **Us** all pertinent records, information, explanation and other evidence as may be reasonably required for the purposes of investigating or verifying the **Loss** together with a statutory declaration of the truth of the **Loss** and of any matters connected with it if required.

4.5 Legal Defence Cost and Cost for Injunction

It shall be **Your** duty and not **Our** duty to defend any legal proceedings brought against **You** and/or **Your Children**. **We** shall have the right and shall be given the opportunity to effectively associate with **You** and/or **Your Children** in the investigation and defence of any legal proceeding. **You** and/or **Your Children** shall not admit any liability or responsibility or agree to make any payment, without the **Our** prior written consent.

4.6 Duty of Care

It is a condition precedent under this **Policy** or contract that **You** and/or **Your Children** must:

- (a) make sure that **Your** and/or **Your Children's Computer System** is used and maintained as recommended by the manufacturer or supplier;
- (b) take reasonable measures to safeguard the **Your** and/or **Your Children's Computer System**, including the installation of anti-malware software. It is recommended that **You** and/or **Your Children's** update such anti-malware software regularly in accordance with the vendor's recommendation and regularly back-up the **Your** and/or **Your Children's Digital Assets**;
- (c) take reasonable measures when disposing of and destroying **Your** and/or **Your Children's Computer System** to protect **Your** and/or **Your Children's Digital Assets**;
- (d) take reasonable measures to safeguard **Your** and/or **Your Children's Personal Information, Payment Card** and details of **Your** and/or **Your Children's** accounts with financial institutions and **Online Merchants**; and
- (e) take reasonable measures to authenticate and verify the identity of the sender of an **Electronic Communications** to **You** and/or **Your Children**, requesting the transfer of funds including the sender's entitlement to request and receive such funds, prior to such funds being transferred from **Your** and/or **Your Children's** personal account with a financial institution to an account of a **Third Party**.
- (f) take reasonable measures to authenticate and verify the identity of the sender of a **Transfer Instruction** to **You** and/or **Your Children**, requesting the transfer of funds including the sender's entitlement to request and receive such funds, prior to such funds being transferred from **Your** and/or **Your Children's** personal account with a financial institution to an account of a **Third Party**.

4.7 Police Report

- (a) With respect to Your Benefits 1.1 (Cyber Fraud) of this **Policy**, **You** and/or **Your Children** must report to the police as well as the issuers of **Your** and/or **Your Children's Payment Card** (where applicable) and/or the financial institution where **Your** and/or **Your Children's** personal account is held (where applicable) or the **Online Merchant** holding **Your** and/or **Your Children's** digital wallet (where applicable) as soon as practicable but no later than twenty four (24) hours after your discovery of a **Cyber Fraud**. A copy of the police report must be provided to **Us** as soon as practicable.
- (b) With respect to Your Benefits 1.2 (Social Engineering), **You** and/or **Your Children** must report to the police as soon as practicable but no later than twenty four (24) hours after **Your** discovery of a **Social Engineering Criminal Act**. A copy of the police report must be provided to **Us** as soon as practicable.
- (c) With respect to Your Benefits 1.3 (Cyber Extortion) of this **Policy**, the **Extortion Payments** shall not be paid without **Our** prior written consent. **You** and/or **Your Children** must also make every reasonable effort to establish the credibility of the threat and to notify the police or other local law enforcement authorities as soon as practicable but no later than twenty four (24) hours after **Your** and/or **Your Children's** discovery of a **Cyber Extortion Threat**, before surrendering any **Extortion Payments** in response to the **Cyber Extortion Threat**. If the **Extortion Payments** involves marketable goods, **We** may pay the actual cash value at the time of the surrender of such goods. A copy of the police report must be provided to **Us** as soon as practicable.
- (d) With respect to Your Benefit 1.4 (Restoration) of this **Policy**, **You** and/or **Your Children** must report the matter to the Police for obtaining a record of the **Malicious Cyber Act**.
- (e) With respect to Your Benefits 1.6 (Identity Theft) of this **Policy**, **You** and/or **Your Children** must report to the police as well as the issuers of the **Payment Card** (where applicable) and the financial institution (where applicable) as soon as practicable but no later twenty-four (24) hours after **Your** and/or **Your Children's** discovery of the **Identity Theft**. A copy of the police report must be provided to **Us** as soon as practicable.

Operation of this *policy* – Section 5: General Conditions

5.1 Arbitration

In the event of a dispute arising out of the **Policy**, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within 90 days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be one and the arbitration proceedings shall be conducted in English. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of the **Policy**. Irrespective of the status or outcome of any form of alternative dispute resolution, if **We** deny or reject liability for any claim under the **Policy** and the policyholder or **You** do not commence arbitration in the aforesaid manner within 12 calendar months from the date of our disclaimer, **Your** claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under the **Policy** shall then for all purpose be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under the **Policy**.

5.2 Renewal

The **Policy** shall remain in force for a period of one year from the **Policy** effective date and this **Policy** will be automatically renewed at our discretion. Yet **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 of this **Policy** by giving 30 days' written notice to **You**. **We** will not be obligated to reveal **Our** reasons for such amendments. After all, such renewal will not have to take place eventually if such amendments are not acceptable to **You** before the renewal date of any period of insurance.

5.3 Cancellation

This **Policy** may be cancelled at any time at the **Your** request in writing to **Us** and shall receive no refund .

We may also terminate the insurance by sending the **Policyholder** seven (7) days' notice by registered letter or email to the **Policyholders** last known address or email address and the **Policyholder** shall be liable to refund a ratable proportion of the premium for the unexpired term from the date of cancellation.

No refund shall be given where a claim has been lodged under the **Policy**.

5.4 Confidentiality

You and/or **Your Children** will make reasonable efforts not to disclose the existence of this **Policy**.

5.5 Fraud

If **You** and/or **Your Children** make any claim knowing that the same to be false or fraudulent, as regards amount or otherwise, this **Policy** shall become void from the beginning and all claims hereunder shall be forfeited.

5.6 Geographical Coverage

Worldwide

5.7 Interpretation

The construction, interpretation and meaning of the terms, conditions, exclusions and limitations of this **Policy** shall be determined in accordance with the Law of Hong Kong and in accordance with the English text as it appears in this **Policy**.

5.8 Language

In the event of discrepancy, ambiguity and conflict in interpreting any term or condition, the English version shall prevail and supersede the traditional Chinese version.

5.9 Notice of Trust or Assignment

We shall not accept or be affected by notice of any trust or assignment or the like which relates to this **Policy**.

5.10 Other Insurance

This **Policy** shall apply in excess of any other valid and collectible insurance policy available to **You** and/or **Your Children**, including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the coverage limit under this **Policy**.

5.11 Right 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**.

5.12 Sanctions

Notwithstanding any other terms under this policy, **We** shall not be deemed to provide coverage or make any payments or provide any service or benefit to the **Policyholder** or **You** or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the **Policyholder** or **You** 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 we deem applicable or if the **Policyholder** or **You** or other party receiving payment, service or benefit is a sanctioned person.

5.13 Subrogation

In the event of any payment to **You** under this **Policy**, **We** shall be subrogated to the extent of such payment to all **Your** and/or **Your Children's** rights of recovery, and **You** and/or **Your Children** shall execute all papers required and shall do everything necessary to secure and preserve such rights.

5.14 Governing Law and Jurisdiction

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

5.15 Tax/Levy

All premium and fees payable under this **Policy** may be subject to **Tax/Levy**. If **Tax/Levy** is imposed, it will be stated in the invoice and **We** reserve the right to claim or collect the **Tax/Levy** from the **You** in addition to the premium and/or fees payable under this **Policy**.

5.16 Valuation and Foreign Currency

All premiums, limits of liability, sub limits, deductibles, retentions, losses and other amounts under this **Policy** are expressed and payable in Hong Kong Dollar. Except as otherwise provided, if judgement is rendered, settlement is denominated or another element of loss under this **Policy** is stated in a currency other than Hong Kong Dollar,

payment under this **Policy** shall be made in Hong Kong Dollar at the cash rate of exchange for the purchase of Hong Kong Dollar in accordance with Hong Kong Monetary Authority on the date the final judgement is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

5.17 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 the **Policyholder** from time to time and available at this website: <https://www.zurich.com.hk/en/services/privacy>

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

When information about a third party is provided by the **Policyholder** to **Us**, the **Policyholder** warrant 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.

5.18 Entire Contract

This **Policy** including **Policy Schedule**, (electronic) enrollment form, declaration, riders, optional benefits, endorsements, attachments and amendments (regardless verbally or in written format or digital format) will constitute the entire contract between the parties. No agent or other person has the authority to change or waive any provision of this policy. No changes in this **Policy** shall be valid unless approved by our authorized officer and evidenced by endorsement of such amendment. For avoidance of doubt, the relevant documents stated above will form part of the renewed policy contract and information contained are deemed to remain true and valid as at the time of renewal unless otherwise instructed by **You**.

5.19 Legal Action

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

What to do in case of claim – Section 6: Claims Procedure

Through **Our** “eClaim” online platform, **You** can submit a claim easily and conveniently. Simply access via <https://bit.ly/CBSClaim> to submit claims.



Scan or click to access

(There are two versions of this Policy, one in English and one in Chinese. If there is any discrepancy between the English and the Chinese versions, the English version shall prevail.)

網絡同行 - 個人網絡安全保險

(Please click here for English Version)

感謝「你」選擇蘇黎世保險！「你」的個人網絡安全保障已準備就緒。

- 請花點時間閱讀「你」的「保單」，這樣「你」就可以更安心。
- 如果「你」需要修改任何資訊，例如更正名字或年齡，請立即與「我們」聯絡。

請注意：

- 「你」的保單中有些詞彙有特別的含義，「你」可以在第二節：「定義」部分找到這些詞彙。這些詞彙在出現時會用加上引號（「」）。
- 保單是「你」與「我們」之間的法律合同。只要「你」支付保費並遵守保單中的條款和細則，「你」將受到保障。

「我們」的聯絡方法 或 索償查詢

- 客戶服務查詢：enquiry@hk.zurich.com
- 查看索償項目及文件以了解如何索償
- 經 <https://bit.ly/CBSClaimZH> 提交索償

OneZurich 客戶網上服務平台

「你」可以使用「我們」所提供的個人化客戶網上服務平台OneZurich 查閱和編輯「你」的保單資訊、更新個人資料，以及查看「你」的索賠紀錄和狀態。

以下是「你」的網絡同行 - 個人網絡安全保險保單內容的指引

章節	內容
<i>保障內容、不保事項、詞彙釋義</i>	
第1節：「你」的保障	本「保單」保障甚麼？
第2節：定義	特定詞彙的意義解釋
第3節：除外條款	本「保單」不會保障的內容
<i>「你」和「我們」的責任、本保單的運作模式、如何索償</i>	
第4節：特別條件	「你」和「我們」在本「保單」內的責任
第5節：一般條款	本「保單」的運作模式
第6節：索償程序	如何索償？

有關本「保單」「你」必須知道的要點：

有甚麼保障內容？有甚麼東西不會保？

這些詞彙的意思是甚麼？

- 第1節：「你」的保障
- 第2節：定義
- 第3節：除外條款

有甚麼保障內容？ – 第 1 節: 「你」的保障

請查看「你」的「保單附表」及以下的保障表，以了解每個「保單」部分的保障內容和限額。

這是一份基於索賠和通報的「保單」。如果在保單期間內，「你」和/或「你」的「子女」發生以下承保項目描述事故，「我們」將根據已支付的保費並遵守條款、條件、除外責任和限制，支付「保單」下列涵蓋的範圍所產生的索賠。「子女」可與其父母分享本「保單」下的保障額。

1.1 網絡欺詐

「我們」將賠償「你」因第三者對「你」在金融機構的個人帳戶、「支付卡」和/或個人「電子錢包」進行「網絡欺詐」或「駭客攻擊」而直接產生的「網絡欺詐損失」，並且該「網絡欺詐」在「保單」期間內首次被「你」偵測，且發生日期起 90 天內。發生是指可能導致索賠或產生本「保單」下責任的網絡事件或事故。

1.2 社交工程

「我們」將支付「你」因在「保障期」內於發生日期起計 90 天內首次偵測因任何「社交工程犯罪行為」而導致「你」蒙受的「社交工程損失」。

1.3 網絡勒索威脅

「我們」將支付「你」因在「保障期」內首次收到的「網路勒索威脅」直接引起的「勒索付款」。

1.4 數據或系統修復

「我們」將支付「你」首次在「保障期」內偵測的「惡意網絡行為」所直接引起的「重置開支」。

1.5 網絡欺凌

「我們」將支付「你」因在「保障期」內首次偵測到的「網絡欺凌行為」直接產生的：

- 「持續網絡監察費用」；及
- 「專業心理輔導費用」

1.6 身份盜用處理費用

「我們」將支付「你」因首次偵測到在「保障期」內發現的「身份盜用」直接引起的「身份盜用處理費用」。

1.7 法律辯護費用及申請禁制令的費用

「我們」將支付「你」因「網絡欺詐」、「身份盜用」或「惡意網絡行為」直接引起的「法律辯護費用」及「申請禁制令的費用」。

保障表

保障項目	每項事故最高保障額 (港元)
1. 網絡欺詐	5,000
2. 社交工程	5,000
3. 網絡勒索威脅	20,000
4. 數據或系統修復	10,000
5. 網絡欺凌	10,000
6. 身份盜用處理費用	10,000
7. 法律費用及申請禁制令的費用	20,000
每受保人每保障期最高保障額	20,000

這些詞彙的意思是甚麼？ – 第 2 節: 定義

在本保單中加上引號 (「」) 的詞彙，不論是以單數或雙數出現，也不論是否在本節出現，還是在本「保單」的其他部份中被定義，均應具有為本保單範圍規定的意義。

子女 「子女」是指「你」在「保障期」內根據香港特別行政區法律定義的「子女」，以及年齡需在十八 (18) 歲以下

電腦系統 「電腦系統」是指：

- (a) 任何家庭電腦網絡、路由器、硬件、其中的「數碼資產」以及所有相關的設備，這些設備由「你」及 / 或「你」的「子女」擁有，並主要由「你」及 / 或「你」的「子女」用於個人目的，且位於「你」及 / 或「你」的「子女」的家中；或
- (b) 由「你」及 / 或「你」的「子女」擁有並主要由「你」及 / 或「你」的「子女」用於個人目的的桌上電腦、手機、筆記本電腦或平板電腦。

劫持挖礦 「劫持挖礦」是指「第三方」未經授權使用「你」及 / 或「你」的「子女」的「電腦系統」進行加密貨幣挖礦。

網絡欺凌行為 「網絡欺凌行為」是指通過電子手段進行的任何故意行為，對「你」及 / 或「你」的「子女」造成或旨在造成傷害、恐懼或痛苦。這包括但不限於騷擾、恐嚇、威脅、散佈「你」及 / 或「你」的「子女」的個人資料，或傳播旨在令「你」及 / 或「你」的「子女」感到尷尬或受傷害的虛假信息。

網絡勒索威脅 「網絡勒索威脅」是指「第三方」在線提出金錢或財產的要求，並伴隨以下可信威脅：

- (a) 發佈、洩露、散佈、銷毀、修改或使用欺詐或惡意手段取得或使用從「你」及 / 或「你」的「子女」的電腦系統獲得的「你」及 / 或「你」的「子女」的「數碼資產」；
- (b) 發佈、洩露或散佈「你」及 / 或「你」的「子女」的真實裸照；
- (c) 向「你」及 / 或「你」的「子女」的電腦系統植入「惡意軟件」；
- (d) 損壞、破壞或銷毀「你」及 / 或「你」的「子女」的「電腦系統」；或
- (e) 通過限制或阻礙取得「你」及 / 或「你」的「子女」的「電腦系統」或「你」及 / 或「你」的「子女」的「數碼資產」，或加密「你」及 / 或「你」的「子女」的「數碼資產」或禁止對「你」及 / 或「你」的「子女」電腦系統的使用和控制，並提出索取金錢或財產的要求以換取解密密鑰或指示。

網絡欺詐 「網絡詐騙」是指引入惡意代碼、程序或具有惡意性質的數字指令，包括但不限於通過短信、文件傳輸、從互聯網下載的程序或任何其他數字方式接收到的「惡意軟件」、木馬、病毒、蠕蟲或加密軟件。

網絡欺詐損失 「網絡欺詐損失」是指：

- (a) 「資金盜竊」；或
- (b) 「你」及 / 或「你」的「子女」被金融機構或「網上商戶」徵收的任何相關費用、罰款或利息；或
- (c) 「你」及 / 或「你」的「子女」產生的「支付卡」費用，包括金融機構徵收的任何罰款或利息。

數碼資產	「數碼資產」是指存儲在「你」及/或「你」的「子女」的「電腦系統」上的軟件、程式、「你」及/或「你」的「子女」的個人「電子數據資料」、數碼照片、數碼音樂和數碼影片。
電子錢包	「電子錢包」是指與用戶在「網上商戶」賬戶相關聯的電子錢包，旨在通過「網上商戶」的網站進行貨品和服務的付款。
電子通信	「電子通信」是指： <ul style="list-style-type: none"> (a) 電子郵件； (b) 通過金融機構的網上銀行或交易平台發出的指示；或 (c) 通過金融機構的流動應用程式 (App) 發出的指示；或 (d) 手機短訊 (SMS)。
電子數據資料	「電子數據資料」是指以電子格式儲存或傳輸的資料。
電子郵件仿冒	「電子郵件仿冒」是指對電子郵件的任何偽造或錯誤操縱，使消息看起來完全真實，彷彿來自實際來源。這是指未經授權的來源錯誤操縱或偽造電子郵件，使消息看起來像是來自合法或受信任的來源。
勒索付款	「勒索付款」是指「你」及/或「你」的「子女」向「第三方」支付的任何款項 (包括加密貨幣或虛擬貨幣) 或財產，且「你」及/或「你」的「子女」合理相信該「第三方」對網絡勒索威脅負有責任，支付的目的是解決或終止這種威脅。
住宅	「住宅」是指「你」及/或「你」的「子女」的私人住宅物業，僅用於家庭用途。
駭客攻擊	駭客攻擊是指「第三方」未經授權或侵入「你」及/或「你」的「子女」的「電腦系統」，使用不正當的網絡手段，包括「電子郵件仿冒」和網絡釣魚。
身份盜用	「身份盜用」是指「第三方」通過於網絡盜竊或在網上修改、更改或損壞「你」及/或「你」的「子女」的個人資料，以使用「你」及/或「你」的「子女」的身份進行欺詐活動。
身份盜用處理費用	「身份盜用處理費用」是指： <ul style="list-style-type: none"> (a) 「你」及/或「你」的「子女」在獲得「我們」事先書面同意的情況下，該事件所產生的合理且必要的費用 (包括法律費用)： <ul style="list-style-type: none"> (i) 在身份盜用發生後更正或恢復官方記錄； (ii) 嘗試更正消費者信用報告的準確性或完整性； (iii) 參加任何政府機構進行的審計或聽證會的準備和出席； (iv) 基於被指稱的責任在於身份盜用行為者而非「你」及/或「你」的「子女」，或需撤銷民事或刑事訴訟；或 (v) 撤除錯誤地針對「你」及/或「你」的「子女」做出的刑事或民事判決；或 (b) 以下的費用： <ul style="list-style-type: none"> (i) 公證宣誓書或相關文件以驗證欺詐行為；或 (ii) 影印和掛號郵件郵資，以將所需文件寄送給執法機構、信用機構、金融機構、債權人或債務催收機構；或 (c) 如果「你」及/或「你」的「子女」僅因貸方在「身份盜用」後收到錯誤的信用資料而被拒絕的貸款重新申請費用。

保險公司 / 我們	「保險公司」 / 「我們」是指蘇黎世保險有限公司 – 香港分公司，這是一家在瑞士註冊成立的有限責任公司。
法律辯護費用及申請禁制令的費用	<p>「法律辯護費用及申請禁制令的費用」是指「你」及 / 或「你」的「子女」在獲得我們預先書面同意的情況下產生的合理且必要的成本、費用和支出：</p> <ul style="list-style-type: none"> (a) 為受保人辯護任何要求、索賠、訴訟或法律程序； (b) 進行任何賠償、分擔或追討程序；或 (c) 申請禁制令的費用。 <p>但始終以以下條件為準：</p> <ul style="list-style-type: none"> (i) 該等成本、費用和費用不能從任何其他方追討；且 (ii) 「我們」沒有義務在要求索賠、訴訟或程序結束之前向「你」及 / 或「你」的「子女」預付任何成本、費用或費用。
損失	<p>「損失」是指：</p> <ul style="list-style-type: none"> (a) 為本文件的你的保障 1.1 節（網絡欺詐）之「網絡欺詐損失」； (b) 為本文件的你的保障 1.2 節（社交工程）之「社交工程損失」； (c) 為本文件的你的保障 1.3 節（網絡勒索威脅）之「勒索付款」； (d) 為本文件的你的保障 1.4 節（數據或系統修復）之「重置開支」； (e) 為本文件的你的保障 1.5 節（網絡欺凌）的「持續網絡監控費用」和「專業心理輔導費用」； (f) 為本文件的你的保障 1.6 節（身份盜用處理費用）的「身份盜用處理費用」； (g) 為本文件的你的保障 1.7 節（法律費用及申請禁制令的費用）的「法律辯護費用」及「申請禁制令的費用」。 <p>「損失」不包括任何稅款、稅收利益的損失或法律強加的罰款和懲罰。</p>
惡意軟件	<p>「惡意軟件」是指任何旨在滲透、破壞、損毀或損壞電腦系統，或繞過任何網絡安全程式或服務的惡意程式或代碼，包括但不限於病毒、蠕蟲、特洛伊木馬、勒索軟件、廣告軟件、間諜軟件和「劫持挖礦」程序碼。</p>
惡意網絡行為	<p>「惡意網絡行為」是指：</p> <ul style="list-style-type: none"> (a) 「第三方」通過植入「惡意軟件」或「駭客攻擊」，對儲存在「你」及 / 或「你」的「子女」「電腦系統」上的受保人的「數碼資產」進行欺詐性、惡意或未經授權的輸入、修改、刪除、損壞、加密或提取； (b) 「第三方」通過植入「惡意軟件」或「駭客攻擊」，以欺詐性、惡意的手段或未經授權禁止「你」及 / 或「你」的「子女」使用「電腦系統」的存取和控制；或 (c) 「劫持挖礦」。
專業心理輔導費用	<p>「專業心理輔導費用」是指「你」及 / 或「你」的「子女」用專業心理健康服務的輔導員的輔導服務所產生的費用或開支，以應對直接因「網絡欺凌行為」引起的心理痛苦或創傷。</p>
持續網絡監察費用	<p>「持續網絡監察費用」是指「你」及 / 或「你」的「子女」為監察直接因「網絡欺凌行為」引起的潛在風險或威脅所產生的持續網絡監察服務開支。「持續網絡監察費用」還應包括申請禁制令或限制令的合理法律開支。</p>

網上商戶	「網上商戶」是指根據其所在國家的管轄區域持有有效營業執照並接受通過安全的在線支付平台支付商品費用的「第三方」零售業務。
網上銀行賬戶	「網上銀行賬戶」是指由香港金融管理局（HKMA）及其他地方類似機構監管的銀行或其他金融機構的賬戶，其操作需要銀行或金融機構提供的密碼或其他憑證，通過該賬戶「你」及/或「你」的「子女」可以進行網上金融交易，包括支付或轉賬。
個人資料	「個人資料」是指與「你」及/或「你」的「子女」個人身份相關的資料或數據，這些資料或數據或會被公開記錄、認證或證明「你」及/或「你」的「子女」的真實身份或良好聲譽。
支付卡	「支付卡」是指註冊在「你」及/或「你」的「子女」名下的任何信用卡、借記卡、簽帳卡或商店卡。
網絡釣魚	「網絡釣魚」是指試圖通過假冒可信的實體進行「電子通信」獲取敏感信息，如用戶名、密碼和信用卡號碼或其他個人資料。
保單	「保單」是指本保險文件及「保單附表」，包括任何批註。
保單持有人	「保單持有人」是指「保單」中所示的本「保單」的投保人。
受保人/你	「受保人」/「你」是指「保單持有人」或「保單」中列名為「受保人」的人。
保障期	「保障期」是指「保單附表」中列明的期間。
保單附表	「保單附表」是指包含「保單持有人」的詳細資料、保障金額和「保障期」的「保單附表」。「保單附表」是「保單」的一部分。
重置開支	<p>「重置開支」是指「你」及/或「你」的「子女」在獲得保險人事先書面同意後，以下產生的合理且必要的開支和費用：</p> <ul style="list-style-type: none"> (a) 用於調查、重新配置和修復被我們的電腦系統的任何損壞； (b) 用於檢索或更換「你」及/或「你」的「子女」的數碼資產；或 (c) 在惡意網絡行為後，確定和移除「你」及/或「你」的「子女」電腦系統中的惡意軟件。 <p>「我們」可以自行決定根據本保單以新換舊來理賠「重置開支」，必要時提供折舊扣除條款。</p>
社交工程刑事行為	<p>「社交工程刑事行為」是指受保人基於以下任何一方聲稱提出的轉賬請求：</p> <ul style="list-style-type: none"> (a) 「你」的「子女」的任何家庭成員；或 (b) 任何「供應商」；或 (c) 任何官方機構的代理人； <p>但該「轉賬指令」被證明是由冒名頂替者在上述 (a) 至 (c) 所列實體或自然人不知情或未經同意的情况下欺詐提出的，並由「你」及/或「你」的「子女」於真誠地轉賬貨幣或官方國家貨幣至冒名頂替者。</p>
社交工程損失	「社交工程損失」是指「你」及/或「你」的「子女」因社交工程犯罪行為而直接導致的任何貨幣或官方國家貨幣的直接經濟損失。

稅款	「稅款」是指任何現行或未來的直接或間接稅、徵稅或稅費，包括消費稅或任何性質相似的稅款，這些稅款由政府或稅務機關對商品和服務徵收。
資金盜竊	「資金盜竊」是指任何未經授權的數字或電子貨幣交易，該貨幣屬於「你」及 / 或「你」的「子女」或由金融機構以電子形式代表「你」及 / 或「你」的「子女」持有。品牌、數字或虛擬貨幣不被視為貨幣或官方國家貨幣。
第三方	「第三方」是指除「你」及 / 或「你」的「子女」外的任何自然人或實體，其行為出於其自身意願，未經「你」及 / 或「你」的「子女」的知情、同意、協助或參與。
轉賬指令	「轉賬指令」是指指示「受保人」轉賬貨幣或官方國家貨幣的「電子通信」指令。
供應商	「供應商」是指與被保險人有合法書面合約或預先存在書面安排的實體或個人，負責提供貨品或服務。

有甚麼東西不會保？ – 第 3 節: 除外條款

「我們」不會對直接或間接因以下原因引起的任何損失支付或補償「你」：

- 3.1. 任何被「你」及 / 或「你」的「子女」的犯罪、不誠實、魯莽、故意或惡意行為。
- 3.2. 任何「第三方」的不誠實行為，該「第三方」曾經或現在被「你」及 / 或「你」的「子女」授權（無論該授權是否已被撤銷）進入「你」及 / 或「你」的「子女」的「住宅」或獲得「你」及 / 或「你」的「子女」的密碼或其他登入 / 使用憑證，以登入 / 使用「你」及 / 或「你」的「子女」的「電腦系統」、「支付卡」、「網上銀行賬戶」或「電子錢包」。
- 3.3. 任何基於、因「支付卡」的實體盜竊或遺失引起的或作為其後果的「損失」。
- 3.4. 任何基於、因「網上銀行賬戶」由非香港金融管理局（HKMA）監管的發卡機構發行的「支付卡」引起的或作為其後果的損失。
- 3.5. 透過預付費用的詐騙。「你」及 / 或「你」的「子女」被「第三方」不誠實地誘使進行預付，承諾稍後向「你」及 / 或「你」的「子女」支付款項或提供更高價值的商品或服務。
- 3.6. 涉及假裝對「你」及 / 或「你」的「子女」有意圖的信任詐騙，例如浪漫意圖、投資、合同、貸款等，獲得「你」及 / 或「你」的「子女」的信任或好感，然後利用這種信任進行欺詐。
但此除外責任不適用於本保單下你的保障 1.2 節（社交工程）中的「社交工程損失」。
- 3.7. 任何身體傷害、疾病、病症、殘疾、震驚、精神痛苦或精神損傷，包括由此引起的所需護理、服務損失或死亡。
但本除外條款不適用於你的保障 1.4 節（網絡欺凌）下的「持續網絡監察費用」和「專業心理輔導費用」。
- 3.8. 任何的實際損失或損壞，但「重置開支」除外。
- 3.9. 關於「保單」的所有有效條款：色情內容、非法內容、獎品競賽或博彩遊戲。
- 3.10. 任何「你」及 / 或「你」的「子女」為了商業或專業目的進行的活動。
- 3.11. 侵犯知識產權。
- 3.12. 戰爭、敵對行為或類似戰爭的活動（無論是否宣戰）、入侵、內亂、暴動、叛亂、起義、非法罷工、政府、國家或公共當局的法令。
- 3.13. 「你」及 / 或「你」的「子女」未經授權使用的資料。
- 3.14. 在本保單生效前發生的任何「損失」。
- 3.15. 如果本保單涵蓋的任何「損失」也由另一保單承保，或如果本「保單」不存在，則應由另一保單承保，即使另一保險公司拒絕索賠，「我們」僅會償還「你」及 / 或「你」的「子女」應分擔的索賠部分。

- 3.16. 任何由「第三方」提供的服務（包括電訊、互聯網服務、衛星、有線電視、電力、天然氣、水或其他公用事業服務提供商）因任何原因導致的故障或中斷。
- 3.17. 電磁脈衝、核材料或放射性污染。
- 3.18. 預期應收現金、現金等價物、遊戲內物品、珠寶、活動物、植物、非法或受限制商品或服務所進行的轉賬或支付。
- 3.19. 任何政府、國家、公共、民事或軍事當局依法或命令的查封、沒收、徵用、銷毀或損壞。
- 3.20. 存儲於「電子錢包」中的非港幣(HKD)資產。
- 3.21. 遊戲內貨幣、加密貨幣、獎勵積分和飛行里程。
- 3.22. 任何涉及未受監管的數字貨幣、未受監管的虛擬貨幣或未受監管的加密貨幣的「損失」。但本排除條款不適用於：
- (a) 本「保單」你的保障 1.2 節（網絡勒索威脅）下的「勒索付款」；或
 - (b) 本「保單」你的保障 1.4 節（數據或系統修復）下因劫持挖礦引起的「重置開支」。
- 3.23. 銀行或發卡機構的破產。
- 3.24. 商品和服務的賣家或提供者的破產。
- 3.25. 「你」及/或「你」的「子女」有權從發卡機構、銀行或商品和服務的賣家或提供者處獲得賠償、補償或退款的任何「損失」。
- 3.26. 投資損失。
- 3.27. 任何恐怖主義行為，儘管本「保單」或任何其附加條款中有任何相反規定；或為控制、防止、抑制或以任何方式與任何恐怖主義行為有關的任何行動。
- 3.28. 任何因未授權的、非法的或盜版的軟件、音樂、電影或安裝非官方應用商店引起的「損失」。
- 3.29. 任何因正常磨損、性能下降、逐步或漸進性折舊引起的「損失」。
- 3.30. 任何因針對銀行和/或任何金融機構的「網絡欺詐」或「駭客攻擊」引起的「損失」。
- 3.31. 任何因從社交媒體如臉書(Facebook)、照片牆(Instagram)、微信等購買產品和服務引起的「損失」。

有關本「保單」「你」會想要知道更多的：

「你」和「我們」的責任、本「保單」的運作模式、
如何索償

- 第 4 節：特別條件
- 第 5 節：一般條款
- 第 6 節：索償程序

「你」和「我們」的責任 – 第 4 節：特別條件

4.1 資格

要符合投保本「保單」的資格：

- (a) 「保單附表」中的「保單持有人」必須是香港身份證 (HKID) 持有人，包括香港公民、香港永久居民或符合特定標準的非永久居民。
- (b) 「保單附表」中的「保單持有人」在保險生效日期必須年滿十八 (18) 歲。

4.2 保費繳妥後保障方為生效

- (a) 本「保單」的基本和絕對特別條件為應付保險費必須在「保單」保障生效前支付並由「我們」收妥。
- (b) 如果在生效日期或續保日期當天或之前未向「我們」(或通過本保單生效的中介)支付應付的全部保費，則保險將不生效，「我們」將不支付任何福利。之後收到的任何付款均無效，因為保險尚未生效。

4.3 保障金額和免賠額

「我們」在本「保單」下對每一損失和所有損失的總責任不應超過「保單」中列明的保障金額。

「我們」僅對超過保單附表中列明的免賠額的每一損失部分負責。

4.4 索償通知

- (a) 一旦在保單期間內意識到任何合理可能導致本保單所涵蓋損失的事實或情況「你」及 / 或「你」的「子女」必須儘快通知「我們」，並不得遲於發現後三十 (30) 天。
- (b) 「你」及 / 或「你」的「子女」應向提供「我們」合理要求的所有資料、協助和合作，並應：
 - (i) 採取一切合理措施以減少或避免本「保單」下的損失；
 - (ii) 保留任何損壞的電腦系統和其他證據，並允許「我們」檢查；
 - (iii) 試圖從可能對全部或部分財務損失負責的金融機構或在線商家 (如適用) 處追回與你的你的保障 1.1 節 (網絡欺詐) 下的索賠相關的財務損失；及
 - (iv) 不得採取任何可能損害「我們」及 / 或「你」及 / 或「你」的「子女」對損失的潛在或實際追償權的行動。
- (c) 關於你的保障 1.1 節 (網絡欺詐)，「你」及 / 或「你」的「子女」必須於六 (6) 個月內提供金融機構或「網上商戶」拒絕報銷或取消該欺詐交易的證據。
- (d) 關於你的保障 1.2 節 (社交工程)，「你」及 / 或「你」的「子女」的通知將包括但不限於導致損失的情況描述以及 (如已知) 造成該損失的人的姓名。

「你」將在以下期限內向「我們」提供損失證明：

- (i) 自發現本「保單」下保險範圍內的任何「損失」之日起 6 (六) 個月內；或
- (ii) 「你」可要求的額外時間，需事先獲得「我們」的書面同意以延長時間。

在發生損失的情況下，「你」將在「我們」要求時立即向「我們」提供所有相關記錄、信息、解釋和其他可能合理需要的證據，以便調查或核實「損失」，並在需要時提供「損失」真實性的法定聲明及與其相關的任何事項。

4.5 法律辯護費用及申請禁制令的費用

任何針對「你」及 / 或「你」的「子女」提起的法律訴訟辯護應由「你」而非「我們」負責。「我們」有權並應有機會參與「你」及 / 或「你」的「子女」的任何法律訴訟的調查和辯護。未經「我們」事先書面同意，「你」及 / 或「你」的「子女」不得承認任何責任，也不得同意進行任何賠償支付。

4.6 謹慎責任

本保單的先決條件是「你」及/或「你」的「子女」必須：

- (a) 確保「你」及/或「你」的「子女」的「電腦系統」按照製造商或供應商的建議使用和維護；
- (b) 採取合理措施保護「你」及/或「你」的「子女」的「電腦系統」，包括安裝反惡意軟件。建議「你」根據供應商的建議定期更新反惡意軟件並定期備份「你」及/或「你」的「子女」的「數碼資產」；
- (c) 在處置和銷毀「你」及/或「你」的「子女」的「電腦系統」時採取合理措施保護「你」及/或「你」的「子女」的「數碼資產」；
- (d) 採取合理措施保護「你」及/或「你」的「子女」的「個人資料」、「支付卡」以及「你」及/或「你」的「子女」在金融機構和「網上商戶」的賬戶資料；以及
- (e) 在將資金從「你」及/或「你」的「子女」在金融機構的個人賬戶轉移到「第三方」賬戶之前，採取合理措施驗證和確認向「你」及/或「你」的「子女」發送「電子通信」的發送者的身份，包括發送者要求和接收此類資金的權利。
- (f) 在將資金從「你」及/或「你」的「子女」在金融機構的個人賬戶轉到「第三方」賬戶之前，採取合理措施驗證和確認向「你」及/或「你」的「子女」發出「轉賬指令」的發送者的身份，包括發送者要求和接收該資金的權利。

4.7 報警

- (a) 關於你的保障 1.1 節（網絡欺詐），「你」及/或「你」的「子女」必須在發現網絡欺詐後儘快，並不得遲於二十四（24）小時內向警方以及「你」及/或「你」的「子女」的支付卡發行機構（如適用）和/或「你」及/或「你」的「子女」的個人賬戶所在的金融機構（如適用）或持有「你」及/或「你」的「子女」的「電子錢包」的「網上商戶」（如適用）報告。必須儘快向「我們」提供警方報告的副本。
- (b) 關於你的保障 1.2 節（網絡社交工程），「你」和/或「你」的「子女」必須在發現「社交工程刑事行為」後儘快，並於二十四（24）小時內向警方報告。必須儘快向「我們」提供警方報告的副本。
- (c) 關於你的保障 1.3 節（網絡勒索威脅），在未經「我們」事先書面同意的情況下不得支付勒索款項。「你」及/或「你」的「子女」必須盡一切合理努力證實威脅的可信性，並在發現網絡勒索威脅後儘快，並不得遲於二十四（24）小時內通知警方或其他當地執法機構，然後再應對網絡勒索威脅支付任何勒索款項。如果勒索款項涉及可銷售的商品，「我們」將支付商品在交付時的實際現金價值。必須儘快向「我們」提供警方報告的副本。
- (d) 關於你的保障 1.4 節（數據或系統修復），「你」及/或「你」的「子女」必須向警方報告以獲取「惡意網絡行為」的記錄。
- (e) 關於你的保障 1.6 節（身份盜用處理費用），「你」及/或「你」的「子女」必須在發現「身份盜用」後儘快，並不得遲於二十四（24）小時內向警方以及「支付卡」發行機構（如適用）和金融機構（如適用）報告。必須儘快向「我們」提供警方報告的副本。

本保單的運作模式 – 第 5 節：一般條款

5.1 仲裁

議當時所適用之有關實務指示，真誠進行調解。如爭議各方未能於九十（90）日內透過調解解決爭議，爭議各方均應將有關爭議提交予香港國際仲裁中心，按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》仲裁解決。本仲裁條款適用的法律為香港法律，而仲裁地應為香港。仲裁員人數為一名，而仲裁程序應以英語進行。現明文述明，在爭議各方根據本保單行使任何法律權利前，必須先取得仲裁決定。不論任何類型爭議解決方案的任何狀況或結果，如「我們」否認或否決「你」追索本保單之任何責任，而並未能於「我們」所發出之通知十二（12）個月內按以上規定展開仲裁，「你」的賠償申請即被視作已被撤回或放棄，並且不能根據本「保單」再次進行追討。

5.2 續保

從「保單」生效日起計，本「保單」會維持最長一年生效期及由「我們」決定每年自動續保，但「我們」保留權利在每個保險期之續保時間前 30 日向「你」提供書面通知以更改條款，包括但不限於保費、保障、保障額或不承保事項。「我們」沒有責任透露有關更改之原因。儘管如此，「你」可於本「保單」任何一個保險期之保單週年日前表示不接納更改，最後可以不實行續保。

5.3 取消

「你」及 / 或「你」的「子女」可隨時書面向申請取消本「保單」，保費將不予退款。

「我們」也可以通過向「你」的最後已知地址或電郵地址發送掛號信或電郵，提前七（7）天通知「你」終止「保單」，「我們」應退還從取消之日起未到期期間的比例保費。

5.4 保密

「你」及 / 或「你」的「子女」將盡合理努力不透露「保單」的存在。

5.5 欺詐

如果「你」及 / 或「你」的「子女」提出任何明知為虛假或欺詐的索償，無論是關於金額還是其他方面，「保單」自始無效，根據本「保單」的所有索償將被沒收。

5.6 保障區域

全球

5.7 解釋

本「保單」條款、條件、除外責任和限制的構建、解釋和含義應根據香港法律以及本「保單」中出現的英文文本進行確定。

5.8 語言

在解釋任何條款或條件時，如果存在差異、模糊和衝突，應以英文版本為準，並取代中文版本。

5.9 信託或轉讓通知

「我們」不接受或不受任何與本「保單」相關的信託或轉讓通知或類似事項的影響。

5.10 其他保險

本「保單」應適用於「你」及 / 或「你」的「子女」可獲得的任何其他有效且可收取的保險「保單」的餘額部分，包括其任何自付額或免賠額部分，除非該其他保險僅作為本保單下的保險金額的特定餘額保險。

5.11 第三方權利

除「你」及 / 或「你」的「子女」或明確提供相反規定外，非本「保單」當事人的任何人無權執行或享受本「保單」任何條款的利益。任何與合同中「第三方」權利相關的法律均不適用於本保單。儘管本「保單」的任何條款，對於本「保單」的任何變更（包括任何責任的解除或妥協）或終止，無需任何「第三方」的同意。

5.12 制裁

若本「保單」提供的保險、款項、服務、保障及 / 或「你」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「保單持有人」或「你」或其他一方提供任何保險或將向保單持有人或「你」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「保單持有人」或「你」或其他接受款項、服務或保障的一方是受制裁人士。

5.13 代位權

在根據本「保單」向「你」支付任何款項的情況下，「我們」應在此類支付的範圍內代位行使「你」及 / 或「你」的「子女」的所有追償權利，「你」及 / 或「你」的「子女」應簽署所有所需文件並應採取一切必要措施以確保和保護此類權利。

5.14 管轄法律和司法管轄權

本「保單」應受香港法律和法規管轄並根據其解釋。在本「保單」中的替代爭議解決條款的前提下，雙方同意提交給香港法院的專屬管轄權。

5.15 稅款/徵費

所有根據本「保單」應支付的保費和費用可能需繳納稅款/徵費。如果徵收稅款/徵費，將在發票中列明，「我們」保留向「你」索取或收取該稅款/徵費的權利，這些稅款/徵費將額外於本「保單」應支付的保費和/或費用之外。

5.16 估價和外幣

本「保單」下的所有保費、責任限額、次限額、免賠額、自留額、損失和其他金額均以港幣標價和支付。除非另有規定，如果判決作出、和解金額或本保單下的其他損失以港幣以外的貨幣計算，則根據本「保單」的支付應按照香港金融管理局在最終判決作出、和解金額達成一致或其他損失應支付之日的港幣購買港幣以外的貨幣的現金匯率以港幣支付。

5.17 收集個人資料的目的聲明

「我們」收集和持有的所有個人資料，將按照「我們」不時通知被保險人的私隱政策使用，該私隱政策可在以下網站查閱：<https://www.zurich.com.hk/zh-hk/services/privacy>。「你」及 / 或「你」的「子女」應，並應促使本「保單」涵蓋的所有其他「受保人」，授權「我們」為不時適用的私隱政策中列明的必要目的使用和轉移數據（包括在香港境內或境外），包括《個人資料（私隱）條例》（香港法例第 486 章）中定義的敏感個人資料。當「你」及 / 或「你」的「子女」向「我們」提供有關「第三方」的信息時，「你」保證在提供個人資料給「我們」之前已獲得相關資料擁有人的適當同意，使「我們」能夠評估、處理、簽發和管理本保單，包括但不限於對該等資料擁有人進行盡職調查、合規和制裁檢查。

5.18 完整合約

本「保單」包括附表、(電子)申請表、聲明、附加條款、自選保障、批註、附件和修訂(無論是口頭、書面形式還是數字格式),構成雙方之間的完整合約。任何代理人或其他人無權更改或放棄本「保單」的任何條款。除非經我們授權的人員批准並以批註形式證明,否則本「保單」的任何變更均無效。為避免疑義,上述相關文件將構成本續保合約的一部分,並且其中包含的信息在續保時被視為仍然真實有效,除非「你」另有指示。

5.19 法律行動

在按照本「保單」要求提交書面索賠證明後六十(60)天內,不得提起任何法律行動以追討本「保單」下的賠償,也不得在提交索賠證明的期限到期後一年內提起此類行動。

如何索償 – 第 6 節：索償程序

通過「我們」的“eClaim”網上平台，「你」可以輕鬆便捷地提交索償。只需於 <https://bit.ly/CBSClaimZH> 輸入索償資料，便可遞交索償申請。



按或掃描二維碼以進入索償頁面

(本保單有中英文兩個版本。如果中英文版本之間有任何差異，以英文版本為準。)

Zurich Insurance Company Ltd (a company incorporated in Switzerland with limited liability)
25-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong

蘇黎世保險有限公司 (於瑞士註冊成立之有限公司)
香港港島東華蘭路 18 號港島東中心 25-26 樓



The trademarks depicted are registered in the name of
Zurich Insurance Company Ltd in many jurisdictions worldwide
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。

