

# Unmanned Aircraft System (Drone) Protection Insurance Policy

Please read this Policy and the Schedule carefully upon receipt and ensure that they are in accordance with your requirements. If you would like a copy of this Policy in large print, please contact our Customer Care Centre at +852 2968 2288.

## PART 1 – INSURING CLAUSE

The Insured and the Insurer agree:

- (a) the Proposal and Declaration is incorporated in and is the basis of this insurance contract;
- (b) the Insured shall pay the Premium specified in the Schedule;
- (c) the Insurer shall provide the insurance subject to the terms and conditions of the Policy in respect of any Occurrence happening during the Period of Insurance specified in the Schedule; and
- (d) the following shall be conditions precedent to any liability of the Insurer:
  - (i) observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any other person claiming to be indemnified; and
  - (ii) the truth of the Proposal and Declaration.

This Policy shall not be in force unless it has been signed in the Schedule by a person authorized by the Insurer.

## PART 2 – GENERAL DEFINITIONS

For the purpose of this Policy:

- (a) **Authorized Repairer(s)** means authorized repair center(s) appointed by the manufacturer(s) or distribution channel(s) of the UAS in Hong Kong.
- (b) **Bodily Injury** means bodily injury sustained in an accident directly and independently of all other causes.
- (c) **Business** means all activities of the Insured which are designated in the Schedule.
- (d) **Deductible** means the specified amount(s) stated in the Schedule that are not indemnifiable under this Policy and for which the Insured shall first be responsible before any indemnifiable amounts are payable by the Insurer.
- (e) **Detachable Payloads** means photographic/video equipment or any other equipment carried by the UAS that is removable and/or interchangeable from the UAS.
- (f) **Flight** has the following meaning:
  - (i) begins at the time when any component of the UAS first moves for the purpose of taking off; and
  - (ii) ends at the time when the UAS next comes to rest.
- (g) **Geographical Limits** means the Hong Kong Special Administrative Region.
- (h) **Insured** means the Insured as stated in the Schedule.
- (i) **Insurer** means Zurich Insurance Company Ltd.
- (j) **Invoice Price** means the price of the UAS as stated in the corresponding invoice provided by the Insured at the time of claim.
- (k) **Non-Detachable Payloads** means photographic/video equipment or any other equipment carried by the UAS that forms an integral part of the UAS and is not removable nor intended to be removed from the UAS.
- (l) **Occurrence** means any event including continuous or repeated exposure to substantially the same general conditions which results in Bodily Injury or Property Damage neither expected nor intended. All Occurrences arising directly or indirectly from one (1) source or original cause will be deemed one(1) Occurrence regardless of the number of claims made or the number of persons or organizations sustaining Bodily Injury or Property Damage.
- (m) **Policy** means this Unmanned Aircraft System (Drone) Protection Insurance Policy, the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one (1) document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (n) **Premium** means the premium stated in the Schedule.
- (o) **Property Damage** means physical damage to or loss or destruction of any tangible property (**excluding** the UAS) including loss of use resulting therefrom but will not mean pure financial loss without such damage, loss or destruction.
- (p) **Proposal and Declaration** means any signed enrollment form, declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (q) **Schedule** means the pages attached to this Policy specifying the terms and details of this insurance contract.
- (r) **UAS (Unmanned Aircraft System)** means a small unmanned aircraft as defined in the Small Unmanned Aircraft Order under the Civil Aviation Ordinance (the "SUA Order") and the Unmanned Aircraft System as stated in the Schedule.
- (s) **UAS Operator** means a remote pilot as defined in the SUA Order and the person(s) as stated in the Schedule who operates the UAS. "Operate" has the same meaning as defined under the SUA Order. A person operates a UAS for a Flight if the person conducts the Flight of the aircraft (a) by operating its Flight controls manually; or (b) when the aircraft flies automatically during the Flight – by monitoring the aircraft's course and remaining able to intervene and change the aircraft's course at any time during the Flight.

In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one (1) gender includes a reference to the other genders.

## PART 3 – COVER

### 1. Operative insurance cover

There are two sections of insurance cover under the Policy. Only the section(s) stated as operative in the Schedule is/are covered and effective under this Policy.

### 2. Section 1 – Against physical damage to the UAS (inclusive of Detachable Payloads and Non-Detachable Payloads)

The Insurer shall indemnify the Insured against physical damage to the UAS stated in the Schedule (inclusive of Detachable Payloads and Non-Detachable Payloads whilst thereon) provided that the damage occurs within the Geographical Limit during the Period of Insurance arising out of the Business of the Insured whilst in Flight and operated by the UAS Operator as stated in the Schedule, up to the sum insured as stated in the Schedule.

For the avoidance of doubt, physical damage under Section 1 relates only to physical damage of the UAS and excludes any Property Damage as defined under Part 2 of this Policy.

### 3. Conditions applicable to Section 1

#### (a) Dismantling and repairs

If the UAS is damaged:

- (i) no dismantling or repairs shall be commenced without the written consent of the Insurer except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority; and
- (ii) the Insurer will not pay for repairs unless the Insurer agrees otherwise with the Insured in writing.

#### (b) Sum insured and Deductible applicable to Section 1

The sum insured as stated in the Schedule of this Policy shall not be less than the cost of replacement of the UAS by a new unmanned aircraft system of the same kind and same capacity, which shall mean their replacement costs including but not limited to customs duties and dues, if any, and erection costs.

If the sum insured is less than the amount required to be insured, the Insurer will pay only in such proportion as the sum insured bears to the amount required to be insured. The maximum liability of Insurer under this Section will not exceed the total Sum Insured for this Section as stated in the Schedule, in total per Occurrence and in aggregate during the Period of Insurance. If the insured UAS is more than one (1), each UAS shall be subject to this condition separately.

The maximum amount the Insurer will pay for any claim(s) arising from any one (1) Occurrence under Section 1 shall not exceed the sum insured stated in the Schedule and is subject to the Deductible stated in the Schedule.

#### (c) Basis of loss settlement

Subject to the terms and conditions of the Policy and in the event of any damage to the UAS, the basis of any settlement under this Policy shall be as follows:

- (i) In cases where damage to the UAS can be repaired, the Insurer will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs, customs duties and dues, if any, provided that such expenses have been included in the sum insured and the repairs are done by an Authorized Repairer (if available).

No deduction shall be made for depreciation in respect of parts replaced. All damage which can be repaired shall be repaired but if the cost of repairs as detailed above equals or exceeds the actual value of the UAS immediately before the occurrence of the damage, the Insurer shall have the absolute discretion to decide whether:

- the UAS shall be repaired; or
- the settlement shall be on the basis that the UAS is totally destroyed, in which case, sub-paragraph (ii) below shall apply.

- (ii) In cases where the UAS is totally destroyed, the Insurer will pay the amount for replacement of the UAS (such amount will include costs for erection, customs duties and dues, if any, provided that such expenses have been included in the sum insured of the Policy) after deducting from such amount the applicable depreciation value in accordance with the depreciation table below. The Insured shall provide supporting evidence on the amount spent for the replacement of the UAS to the satisfaction of the Insurer.

Depreciation table

Duration (from the date of purchase of the UAS)	Depreciation rate
0 – 12 months	20% of the Invoice Price or 20% of the sum insured, whichever is lower
13 – 24 months	40% of the Invoice Price or 40% of the sum insured, whichever is lower
25 – 36 months	50% of the Invoice Price or 50% of the sum insured, whichever is lower
37 – 48 months	60% of the Invoice Price or 60% of the sum insured, whichever is lower
49 – 60 months	65% of the Invoice Price or 65% of the sum insured, whichever is lower
61 months and above	70% of the Invoice Price or 70% of the sum insured, whichever is lower

The Insurer will make payment only after being satisfied by the Insured's production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be.

### 4. Exclusions to Section 1

The Insurer shall not be liable in respect of:

- (a) loss, damage or liability due to any faults or defects of the UAS existing at the time of commencement of this Policy within the knowledge of the Insured, whether such faults or defects were known to the Insurer or not;
- (b) loss, damage or liability directly or indirectly caused by, or arising out of, or aggravated by the wilful act or gross negligence of the Insured or his representatives;
- (c) consequential loss or liability of any kind;
- (d) loss, damage or liability caused by rot, fungus, mould, vermin, or infestation;
- (e) loss, damage or liability occurring whilst the UAS is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the UAS;

- (f) any labour costs, material costs or transportation costs relating to the repair of the UAS, or freight costs of the UAS for whatever purpose; or
- (g) costs of any alterations, additions, improvements or overhauls of the UAS.

## 5. Section 2 – Against third party legal liabilities

Subject to the terms and conditions of the Policy including the limitation of liability applicable to this section, the Insurer will indemnify the Insured against all sums for which the Insured becomes legally liable to pay as compensation for:

- (a) death of or Bodily Injury to any person; and/or
- (b) Property Damage

provided that it occurs within the Geographical Limits during the Period of Insurance as a result of an Occurrence and which arises out of the Business of the Insured in connection with the use of the UAS whilst in Flight and operated by the UAS Operator as stated in the Schedule.

## 6. Limit of liability and Deductible applicable to Section 2

The maximum amount the Insurer will pay for any claim(s) arising from any one (1) Occurrence under Section 2 shall not exceed the Limit of Liability amount stated in the Schedule and is subject to the Deductible stated in the Schedule.

## 7. Exclusions applicable to Section 2

To the extent permitted by law, the Insurer shall not be liable under this Policy in respect of:

- (a) any Bodily Injury or death, and/or Property Damage arising from the loading, unloading or use of any Aircraft (excluding the UAS as stated in the Schedule), hovercraft oil drilling platform or rig or Watercraft.
  - **Aircraft** in this clause means any vessel, aeroplanes, rotorcraft, airships, gliders or thing made or intended to fly or move in or through the atmosphere or space.
  - **Watercraft** in this clause means any vessel, craft or thing (other than hand propelled) made or intended to float on or in or through water.
- (b) any Bodily Injury or death and/or Property Damage caused by the use of any mechanically propelled Vehicle. **Vehicle** in this clause means any type of machine designed to travel on wheels or on self-laid tracks and to be propelled by other than manual or animal power.
- (c) Property Damage if the damage relates to property belonging to or in the custody, care or control of the Insured.
- (d) any liability of whatsoever nature in connection with, directly or indirectly caused by or contributed to by or arising from Electromagnetic Field (EMF) or Electromagnetic Interference (EMI).
- (e) Bodily Injury to or death of any Employee in the service of the Insured or claiming compensation from the Insured under any employees' compensation or similar legislation as a workman in the service of a subcontractor of the Insured. Employee in this Policy has the same meaning as assigned to that expression in the Employees' Compensation Ordinance (Chapter 282 of the Laws of Hong Kong).
- (f) Property Damage arising from the infringement of copyright patent trademark or registered design or other intellectual property.
- (g) Bodily Injury or death and/or Property Damage arising from data collected from the UAS whilst in Flight and subsequently made available to third parties without the consent of the party to whom the data relates, including any breach of confidentiality, infringement, or violation of any right to privacy, or of any statutes, laws and regulations associated with the confidentiality, access, control, and use of personally identifiable, non-public information.
- (h) Bodily Injury or death and/or Property Damage arising from non-completion, non-performance or delay in completion of any contract or agreement or the payment of any penalty sums fines or liquidated damages or punitive or exemplary damages relating thereto.

## PART 4 – GENERAL EXCLUSIONS

To the extent permitted by law, the Insurer shall not be liable under this Policy in respect of:

- (a) any loss or damage or liability caused, sustained or incurred:
  - (i) outside the Geographical Limits;
  - (ii) whilst on the Insured's order or with his permission or to his knowledge, the UAS is in respect of which indemnity is provided by this Policy being used otherwise than for the Business as stated in the Schedule;
- (b) any loss, damage or liability directly or indirectly, proximately or remotely, occasioned by, contributed to by or traceable to or arising out of or in connection with:
  - (i) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military rising, rebellion, revolution, insurrection, military or usurped power;
  - (ii) strike, riot, civil commotion; or
  - (iii) detention, seizure, confiscation or any attempt threat;
 or by any direct or indirect consequences of any of the said occurrences;
- (c) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (d) any loss, damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and for the purposes of this sub-paragraph, combustion shall include any self-sustaining process of nuclear fission;
- (e) any loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials;
- (f) any loss, damage or liability arising from pollution, contamination or seepage;
- (g) any loss, damage or liability arising from the use of UAS for any illegal activity or illegal uses or non-permitted activities of the UAS and in any event, the Insurer shall not be liable for any of the Insured's criminal liability or illegal act;
- (h) any loss, damage or liability resulting from any non-compliance or breach of the applicable law, regulation and requirements, including but not limited to requirements relating to registration, labelling, operating of and permission to operate an unmanned aircraft system as stated in the SUA Order and the General Safety Guidelines issued by the Civil Aviation Department;
- (i) any loss, damage or liability resulting from carriage of dangerous goods by the UAS;
- (j) any loss, damage or liability arising out of any airmeet, air race, or air show;

- (k) any loss, damage or liability arising from hi-jacking or any unlawful seizure or wrongful exercise of control of the UAS in Flight (including any attempt at such seizure or control) of the UAS acting without the consent of the Insured;
- (l) any loss, damage or liability arising from the use of the UAS when Rainstorm Warning, Tropical Cyclone Warning or Strong Monsoon Signal is in force;
- (m) Bodily Injury or Property Damage caused by the UAS with total weight exceeding the weight as stated in the Schedule;
- (n) any liability arising directly or indirectly out of or consequent upon or contributed to or by asbestos, asbestos products or asbestos contained in any products;
- (o) loss, damage, death, injury, disablement, liabilities, costs or expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:
  - (i) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
  - (ii) any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism;

For the purpose of this exclusion, an act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which:

- involves violence against one (1) or more persons;
- involves damage to property;
- endangers life other than that of the person committing the action;
- creates a risk to the health or safety of the public or a section of the public; or
- is designed to interfere with or disrupt an electronic system.

(p) Cyber and Electronic Data clause

Notwithstanding any other provision of this Policy to the contrary, this Policy does not insure:

- (i) any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by or contributed to by, resulting from, arising out of or in connection with Cyber Act.
  - **Cyber Act** means any unauthorized, malicious or criminal acts, regardless of time and place, involving access to, processing, use or operation of any computer system, computer software program, malicious code, Computer Virus or process or any other electronic system.
  - **Computer Virus** means 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".
- (ii) any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data caused by whatsoever reason, including but not limited to Cyber Act; or any loss of use of Electronic Data, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- (iii) Electronic Data loss:
 

In the event of physical loss or damage to the Data Processing Media insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. Any costs incurred from research and engineering or recreating, gathering or assembling such Electronic Data shall be excluded. If such media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

  - **Data Processing Media** means any property insured by this Policy on which Electronic Data can be stored but not the Electronic Data itself.

In any action, suit or other proceedings where the Insurer alleges that by reason of the provisions in this Part, any loss, damage or liability is not indemnifiable by this Policy, the burden of proving that such loss, damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

(q) Communicable Disease Clause

Notwithstanding any other provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this clause, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test: for a Communicable Disease, or any property insured hereunder that is affected by such Communicable Disease.

As used herein, a **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

This sub-clause applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the Policy remain the same.

## PART 5 – GENERAL CONDITIONS

### 1. General conditions applicable to all policies

- (a) This Policy including the Schedules and endorsements 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 officer and evidenced by endorsement of amendment.
- (b) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Insurer.
- (c) In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall immediately give notice thereof to the Insurer with full particulars.

Every letter, claim, writ, summons and process shall be notified or forwarded to the Insurer immediately on receipt by the Insured. Notice shall also be given in writing to the Insurer immediately if the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy.

- (d) **Change in risk**

The Insured shall give to the Insurer immediate written notice of any change which materially affects the risk insured under this Policy.
- (e) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified without the prior written consent of the Insurer which shall be entitled to take over and conduct in the name of the Insured or such person the defense or settlement of any claim or to prosecute in the name of the Insured or such person for the Insurer's own benefit any claim for indemnity or damages or otherwise and the Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Insurer may require.
- (f) The Insured shall take all reasonable steps to safeguard the UAS from loss or damage and to maintain it in efficient condition. In the event of any accident or breakdown, the Insured shall take proper precautions to prevent further damage or loss. Any extension of the damage or any further damage to the UAS or third party legal liabilities (to the extent permissible by law) arising therefrom shall be excluded from the scope of indemnity granted by this Policy.
- (g) The Insurer may cancel this Policy by giving thirty (30) days' written notice by registered letter to the Insured at his last known address. The Insured may cancel this Policy by giving thirty (30) days' written notice to the Insurer. The Insurer shall, in the event of cancellation, return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force provided that no claim has been paid under the Policy for the Period of Insurance.
- (h) **Other insurance**

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, the Insurer shall not be liable to pay or contribute more than it is ratable proportion of any loss, damage, compensation, costs or expenses.
- (i) It is agreed that the Insurer's obligation to settle any claims will be confined to that part of any compensation in excess of any Deductible stated in the Schedule of this Policy and shall not exceed the limitation of liability and/or sum insured as stated in the Schedule.
- (j) **The Insured shall**
  - (i) take all reasonable precautions to protect property from being damaged and prevent accidents, Bodily Injury to or death of any persons; and
  - (ii) comply with all statutory obligations, by-laws or regulations imposed by any applicable authority for the safety of persons or property.
- (k) **Compliance of applicable laws, regulations and orders**

The Insured shall comply with all applicable laws, regulations and codes, including but not limited to the guidelines and codes for operations and safety of unmanned aircraft system issued by the Civil Aviation Department when using the UAS and requirements relating to registration, labelling, operating of and permission to operate an unmanned aircraft system as stated in the SUA Order. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the UAS and shall ensure that

  - (i) the UAS is airworthy at the commencement of each Flight; and
  - (ii) all log books and other records in connection with the UAS which are required by any official regulations in force from time to time shall be kept up-to-date and shall be produced to the Insurer on request.

The Insured shall procure that its Employees, agents and sub-contractors comply with all the requirements stated in this sub-clause.
- (l) In the event of a dispute arising out of this Policy, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

The law of this arbitration clause shall be Hong Kong law and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English.

It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if the Insurer denies or rejects liability for any claim under this Policy and the Insured does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of the Insurer's denial or rejection, the Insured's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.
- (m) This Policy shall be governed by and interpreted in accordance with the laws and regulations of Hong Kong. Subject to the dispute resolution clause herein, the parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.
- (n) **Rights of third parties**

Other than the Insured, 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.
- (o) **Statement of purpose for collection of personal data**

All personal data collected and held by the Insurer will be used in accordance with the Insurer's privacy policy, as notified to the Insured from time to time and available at this website: <https://www.zurich.com.hk/en/services/privacy>

The Insured shall, and shall procure all other insured person (if any) covered under this Policy to, authorize the Insurer to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in any applicable laws, rules or guidelines, for the necessary purposes as set out in the Insurer's privacy policy as applicable from time to time.

When information about a third party is provided by the Insured to the Insurer, the Insured warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to the Insurer, enabling the Insurer to assess, process,

issue and administer this Policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

- (p) 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 or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured 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 or other party receiving payment, service or benefit is a sanctioned person.

## 2. General condition applicable to annual policy only

- (a) The Policy shall remain in force for one (1) year from the effective date of the Policy. Renewal of the Policy will be conducted in either of the following ways:
- (i) This Policy will be automatically renewed if the Insured has agreed to automatic renewal at policy application. The Insurer reserves the right to alter the terms and conditions, including but not limited to the Premium, conditions or exclusions of this Policy at the time of renewal of any period of insurance by giving thirty (30) days' written notice to the Insured. The Insurer will not be obligated to reveal the reasons for such amendments and such renewal will not have to take place if before the policy effective date of any period of insurance, the Insured has indicated to the Insurer that such amendments are not acceptable; or
  - (ii) the Insured may apply for renewal by written notice to the Insurer before the policy anniversary. The Insured may also propose to make changes on the coverage at the time of renewal application. Such application shall be subject to the Insurer's approval and the Insurer reserves the right to amend any terms and conditions, including but not limited to the Premium, conditions or exclusions of the Policy. Any change(s) to the terms which are accepted by the Insurer shall be effective on the policy effective date of the renewal.

## PART 6 – CLAIMS PROCEDURES

- (a) Upon learning of any circumstances likely to give rise to a claim, the Insured must:
- (i) notify the Insurer immediately and give the Insurer all the assistance it may reasonably require;
  - (ii) supply at the Insured's own expense, full details of the claim in writing including any supporting evidence and information that the Insurer may require within thirty (30) days of the occurrence; and
  - (iii) as soon as reasonably possible send to the Insurer any writ or summons issued against the Insured.
- (b) The Insurer shall have the right and sole and final discretion to decide whether a claim shall be settled by:
- (i) making claim payment;
  - (ii) reinstatement or replacement of the UAS that is lost or damaged; or
  - (iii) repairing the damaged UAS.
- (c) If the Insurer decides to reinstate, replace or repair the UAS that is lost or damaged, the Insurer will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. The Insured shall obtain the signed receipts of repair or replacement of the UAS and provide the same to the Insurer as evidence of support at the time of claim.
- (d) The Insurer shall have the right to the salvage of the UAS.
- (e) The Insured shall retain all Flight data (including but not limited to Flight logs and video footage) relating to the claim and supply as supporting evidence upon the Insurer's request.
- (f) The Insured will not waive or limit the Insured's right of recovery against any other party without the consent of the Insurer.

If there are any discrepancies between the English and Chinese versions of this Policy, the English version shall prevail.



## 無人駕駛飛機系統（無人機）保障保單

請細閱本「保單」及「附表」，並確保內容符合閣下的需要。倘若閣下需要本「保單」的放大字體版本，請致電+852 2968 2288 與我們的客戶服務中心聯絡。

### 第一部分 – 保險條款

「受保人」及「本公司」均同意：

- (a) 「投保表格及聲明」已納入本保險合約並作為其依據；
- (b) 「受保人」應支付「附表」列明之「保費」；
- (c) 「本公司」按照本「保單」的條款及細則，就「附表」規定之「保險期」內發生的任何「事故」提供保障；及
- (d) 「本公司」承擔保險責任的先決條件如下：
  - (i) 遵守本「保單」中有關「受保人」或任何其他要求索償人士應執行或不應執行或應遵守的條款及細則；及
  - (ii) 「投保表格及聲明」之內容屬實。

除非「本公司」授權之人士於「附表」上簽署，否則本「保單」不會生效。

### 第二部分 – 一般定義

於本「保單」而言：

- (a) 「授權維修商」指「無人機」生產商或分銷商所指定於香港的授權維修中心。
- (b) 「身體損傷」指直接因意外而導致身體所蒙受之身體損傷，當中並不涉及一切其他成因。
- (c) 「業務」指「附表」指定之「受保人」的所有活動。
- (d) 「自負額」指於本「保單」「附表」指定的不承保金額及在「本公司」作出賠償前須由「受保人」首先自行承擔之金額。
- (e) 「可卸式負載」指載於「無人機」並可從中卸除及 / 或替換之攝影 / 錄影器材或任何其他設備。
- (f) 「飛行」的含義如下：
  - (i) 從「無人機」的任何組件首次以起飛為目的而移動時開始；及
  - (ii) 至「無人機」靜止時終止。
- (g) 「地理限制」指香港特別行政區。
- (h) 「受保人」指「附表」註明之「受保人」。
- (i) 「本公司」指蘇黎世保險有限公司。
- (j) 「發票價錢」指「受保人」索償時提供之相應發票上所列的「無人機」價錢。
- (k) 「不可拆卸負載」指載於「無人機」之內置且不可拆卸及非擬拆卸的攝影 / 錄影器材或任何其他設備。
- (l) 「事故」指任何包括實質上持續或重複接觸相同普遍情況的事件，從而引致非預期及非蓄意的「身體損傷」或「財物損毀」。所有直接或間接的同一來源或起因的「事故」將視作為一宗「事故」，不論所作出的索償次數，或蒙受「身體損傷」或「財物損毀」的人數或機構數目。
- (m) 「保單」指本「無人駕駛飛機系統（無人機）保障保單」、「附表」及任何載於或附隨於本文的備忘及批單，全部須視作為同一 (1) 份文件，任何具有特定含義的詞語在整份文件中意義保持一致。
- (n) 「保費」指「附表」註明之保費。
- (o) 「財物損毀」指有形財物（「無人機」除外）的實質損毀或損失或毀壞，包括由此引致喪失用途，但並非指沒有該等損毀、損失或毀壞的純財務損失。
- (p) 「投保表格及聲明」指已簽署的投保表格、聲明，及「受保人」或其代表所提供的任何附加或替代資料。
- (q) 「附表」指本「保單」的附頁，用以列明本保險合約條款及細節。
- (r) 「無人機」（無人駕駛飛機系統）指根據民航條例中的《小型無人機令》定義的小型無人駕駛飛機和附表中所述的「無人駕駛飛機系統」。「附表」註明之「無人駕駛飛機系統」。
- (s) 「無人機操作者」指《小型無人機令》中定義的遙控駕駛員和「附表」中所述操作「無人機」的人員。操作的意思與《小型無人機令》中操作的涵義相同。如某人以下述方式操控某無人駕駛飛機系統的飛行，該人即屬操作該無人駕駛飛機系統進行該次飛行 (a) 以人手操作該

無人駕駛飛機系統的飛行控制器；或 (b) 該無人駕駛飛機系統在該次飛行期間自動飛行時 - 監察該無人機的航道，並持續能夠在該次飛行期間的任何時間介入和改變其航道。

在本「保單」中，除文意另有所指外，單數詞之含義包括複數詞（反之亦然），凡提及某一性別的皆適用於另一性別。

## 第三部分 – 承保範圍

### 1. 適用承保範圍

本「保單」涵蓋兩節承保範圍。僅「附表」所註明適用之節數受本「保單」涵蓋並有效。

### 2. 第一節 – 針對「無人機」的實質損毀（包括「可卸式負載」及「不可拆卸負載」）

「本公司」應對「附表」中所列之「無人機」（包括載於其上的「可卸式負載」及「不可拆卸負載」）的物理損毀向「受保人」賠償，惟損毀必須在「保險期」內於「地理限制」內的「飛行」期間，因「受保人」的「業務」而發生，及由「附表」所列的「無人機操作者」操控，並且不超過「附表」所列的賠償額。

為免存疑，本第一節之實質損毀僅關乎本「附表」所列之「無人機」的實質損毀，並不包括本「保單」第二部分所定義之「財物損毀」。

### 3. 第一節之適用條款

#### (a) 拆卸及維修

若「無人機」遭遇損毀：

- (i) 除非為了安全利益的需要，或為了防止進一步損毀，或為了遵守有關當局發出的命令，否則未經「本公司」書面同意，不得開始拆卸或維修；及
- (ii) 除非「本公司」以書面形式與「受保人」另行協商，否則「本公司」將不會支付維修費用。

#### (b) 適用於第一節之投保額及自負額

本「保單」之「附表」所列的投保額不應低於用相同種類和容量的新無人駕駛飛機系統替換原有無人機的費用；這指其替換費用，包括但不限於海關關稅和應繳款項（如有）及安裝費用。

若投保額低於實際需要投保的金額，「本公司」將僅按投保額與實際需求之投保額的比例作出賠償。「本公司」在本節下的最大責任將不超過「保單」列明的本節總投保額，即是在「保險期」每次事故的賠償總和將不超過「保單」列明的本節總保額。若受保「無人機」多於一 (1) 部，各「無人機」將單獨受本條款約束。

「本公司」根據第一節就每宗事故引起之任何索償所支付的最高金額不應超過「附表」所列之「投保額」，並受「附表」所列之「自負額」所限。

#### (c) 虧損處理依據

根據本「保單」的條款及細則，若「無人機」出現任何損毀，本「保單」的任何付款依據應如下：

- (i) 在「無人機」之損毀可維修的情況下，「本公司」將支付恢復損毀物品至之前可用狀態的必要費用，及為進行修理而拆卸及重新安裝所產生的費用、關稅及應繳款項（如有），惟投保額必須已包括該等費用，並由「授權維修商」進行維修（如適用）。  
更換零件的折舊費將不予扣減。所有可以修理的損毀均應進行維修，但若上述之維修費用等於或超過無人機在損毀前的實際價值，則「本公司」有絕對酌情權決定應否：
  - 維修「無人機」；或
  - 以「無人機」完全毀壞為依據作出賠償；在此等情況下，以下第 (ii) 節分段適用。
- (ii) 若「無人機」完全毀壞，「本公司」將根據以下折舊表，在扣除適用折舊值後，支付「無人機」的更換金額（該金額將包括安裝費用、關稅及應繳款項（如有），惟本「保單」的投保額必須已包括該等費用）。「受保人」應就用於更換「無人機」的金額向「本公司」提供令其滿意的證明。

#### 折舊表

期間（自購買無人機當日起計）	折舊率
0 至 12 個月	「發票價錢」的 20% 或投保額的 20%，以較低者為準
13 至 24 個月	「發票價錢」的 40% 或投保額的 40%，以較低者為準
25 至 36 個月	「發票價錢」的 50% 或投保額的 50%，以較低者為準
37 至 48 個月	「發票價錢」的 60% 或投保額的 60%，以較低者為準
49 至 60 個月	「發票價錢」的 65% 或投保額的 65%，以較低者為準
61 個月及以上	「發票價錢」的 70% 或投保額的 70%，以較低者為準

「本公司」僅在「受保人」出示所需帳單和文件以證明已進行維修或更換「無人機」後（視情況而定），才會予以付款。



#### 4. 第一節之不承保事項

「本公司」不承保以下事項：

- (a) 本「保單」生效時「受保人」已知的「無人機」缺陷或瑕疵而招致的損失、損毀或法律責任，不論「本公司」是否知悉該等缺陷或瑕疵；
- (b) 因「受保人」或其代表的蓄意作為或嚴重疏忽而直接或間接引致、導致或加重的損失、損毀或法律責任；
- (c) 任何種類的間接損失或法律責任；
- (d) 因腐蝕、真菌、霉菌、害蟲或蟲鼠侵擾而造成的損失、損毀或法律責任；
- (e) 「無人機」在不符其製造商規定的建議地點降落、起飛或試圖起飛或降落時造成的損失、損毀或法律責任；
- (f) 與維修「無人機」有關的任何人工費、材料費或運輸費，或不論出於何種目的而運送「無人機」的費用；或
- (g) 改裝、添置、改善或大幅維修「無人機」的費用。

#### 5. 第二節 – 針對第三者的法律責任

根據本「保單」的條款及細則，包括適用於本節的責任限制，「本公司」將向「受保人」賠償因以下原因，「受保人」須承擔法律責任而支付的所有補償款項：

- (a) 任何人士的身故或「身體損傷」；及 / 或
- (b) 「財物損毀」

前提是以上乃在「保險期」內於「地理限制」內因「事故」而發生，並因與「受保人」的「業務」有關，於「飛行」期間由「附表」中所述之「無人機操作者」操作「無人機」而引起。

#### 6. 適用於第二節之責任限額及自負額

「本公司」根據第二節就每宗事故引起之任何索償所支付的最高金額不應超過「附表」中所列之「責任限額」，並受「附表」中所列之「自負額」所限。

#### 7. 第二節之不承保事項

根據法例容許的範圍內，「本公司」根據本「保單」不承保以下事項：

- (a) 因裝卸或使用任何「飛機」（「附表」中所述之「無人機」除外）、氣墊船、石油鑽井平台或鑽機或「船舶」而造成的任何「身體損傷」或死亡及 / 或「財物損毀」。
  - 本條款的「飛機」指任何製作目的為或擬於在大氣層或太空飛行、移動或穿梭之飛船、定翼飛機、旋翼飛機、飛艇、滑翔機或物件。
  - 本條款的「船舶」指任何製作目的為或擬於在水上、水中或水內浮動之（非手推式）船隻、船艇或物件。
- (b) 任何由使用機械推進「車輛」造成的「身體損傷」或死亡及 / 或「財物損毀」。本條款中的「車輛」是指任何類型的機器，其設計用於在輪子或自行鋪設的軌道上行駛，並且非手動或動物動力驅動。
- (c) 由「受保人」擁有、保管或控制之財物的「財物損毀」。
- (d) 電磁場領域 (EMF) 或電磁場干擾 (EMI) 相關、直接或間接導致、促成或引致任何性質的任何責任。
- (e) 任何「僱員」執行「受保人」工作期間的「身體損傷」或死亡，或執行「受保人」分判商工作期間就任何僱員賠償或同類法例以工人身份向「受保人」索償。此「保單」內之「僱員」的定義等同於《僱員補償條例》（香港法例第282章）內的定義。
- (f) 因侵犯版權專利商標、註冊設計或其他知識產權而引致的「財物損毀」。
- (g) 於「飛行」期間從「無人機」收集，並且其後在未經數據相關方同意下提供予第三方的數據，包括任何機密資料外洩、侵犯或違反任何私隱權利，或違反與個人身份及非公開資料的保密性、權限、控制和使用相關的任何法規、法律和條例，而引起的「身體損傷」或死亡及 / 或「財物損毀」。
- (h) 因未完成、不履行或延後完成任何合約或協議，或因此而支付任何罰款、違約賠償、懲罰性或懲戒性的損害賠償而造成的「身體損傷」或死亡及 / 或「財物損毀」。

### 第四部分 – 一般不承保事項

根據法例容許的範圍內，「本公司」根據本「保單」不承保以下事項：

- (a) 在「地理限制」外
  - (i) 造成、持續或招致的任何損失、損毀或法律責任；
  - (ii) 並且本「保單」提供賠償的「無人機」在「受保人」命令、允許或知悉下，用於「附表」中所述的「業務」以外的用途；
- (b) 因以下原因而直接、間接、作為近因或遠因而引起、參與造成、引發或相關的任何損失、損毀或法律責任：
  - (i) 戰爭、侵略、外敵行為、敵對行為或軍事行動（無論宣戰與否）、內戰、叛變、軍事起義、造反、革命、起義、軍事或篡奪權力；
  - (ii) 罷工、騷亂、民眾起義；或
  - (iii) 拘禁、扣押、充公或企圖拘留、扣押、充公；

或因任何上述事故產生的任何直接或間接後果；

- (c) 任何因協議而附加的責任，而若無該協議則本應不會附加該等責任；
- (d) 由電離輻射或放射性污染（來自任何核燃料或來自燃燒核燃料所得的任何核廢料）直接或間接引致、參與造成或引發的任何損失、損毀或財產毀壞，或任何因此造成的損失或開支，或任何相應而產生的損失，或任何性質的法律責任。就本分段而言，燃燒包括自持核裂變；
- (e) 任何直接或間接由核子武器材料引致、參與造成或引發的任何損失、損毀或法律責任；
- (f) 因污染、沾污或滲漏而引致之任何損失、損毀或法律責任；
- (g) 因使用「無人機」進行非法行為或非法使用「無人機」或未經許可的「無人機」活動而引致的損失、損毀或法律責任，及在任何情況下，「本公司」不會就「受保人」的任何刑事責任或違法行為負上責任；
- (h) 因任何不遵守或違反適用法律、法規和要求（包括但不限於《小型無人機令》指定就無人駕駛飛機系統的註冊、標籤、操作及操作許可相關的要求及民航處發出的一般安全指引）而導致的任何損失、損害或責任；
- (i) 因「無人機」運輸危險品而造成的任何損失、損害或責任；
- (j) 飛行會、飛行比賽或表演而引致的任何損失、損毀或法律責任；
- (k) 未經「受保人」同意下，在「飛行」中的「無人機」被劫持或任何非法奪取或錯誤行使控制權（包括任何試圖奪取或控制的行為）而引起之任何損失、損毀或法律責任；
- (l) 於暴雨警告、熱帶氣旋警告或強烈季候風訊號生效間使用「無人機」而引致的任何損失、損毀或法律責任；
- (m) 由總重量超過「附表」中規定的「無人機」造成的「身體損傷」或「財物損毀」；
- (n) 由石棉、石棉產品或任何內含石棉的產品直接或間接、隨之而來、促成或導致的任何法律責任；
- (o) 任何直接或間接因以下事故引致、參與造成、導致、引發或與此等行為有關之損失、毀壞、死亡、損傷、喪失能力、法律責任或任何性質的開支或費用：
  - (i) 任何恐怖主義活動，不論是否有任何其他原因或事件同時或連串導致損失；或
  - (ii) 任何控制、預防、壓制、還擊恐怖主義活動或就此作出應變的行動。

於此不承保事項而言，恐怖主義活動包括任何人士或團體，因政治、宗教、理想主義或同類目的（包括意圖影響任何國家的法理或實際政府或其政治分支及 / 或威嚇任何國家的公眾或任何公眾階層），不論是獨自或代表或牽涉任何組織或法理或實際政府所作出、準備作出或威脅作出的行為，並且：

- 涉及向一 (1) 名或多名人士使用暴力；
- 涉及毀壞財產；
- 危害有關恐怖分子以外之其他人的性命；
- 對公眾或個別公眾階層的健康或安全構成風險；或
- 企圖干預或破壞任何電子系統。

(p) 網絡及「電子數據」條款

儘管本「保單」的任何其他條款有相反規定，本「保單」不承保：

- (i) 由「網絡行為」直接或間接引致、造成、導致、引發或與此等行為有關的任何損失、毀壞、法律責任、索償或任何性質的開支或費用。
  - 「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。
  - 「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』。
- (ii) 由任何性質的原因（包括但不限於「網絡行為」）引致任何「電子數據」的損失、損害、破壞、扭曲、擦除、損壞或更改；或由此產生任何性質的「電子數據」的使用性損失、功能性、成本或費用的降低，不論其他任何原因或事件是否同時或以任何其他順序造成了損失。
  - 「電子數據」是指將事實、概念和資訊轉換為可通過電子和機電數據處理或電子控制設備進行通訊、解釋或處理的形式，並包括用於處理和操縱數據，或用於指示和操縱這些設備的程式、軟件和其他編碼指令。
- (iii) 「電子數據」遺失：

如本「保單」受保的「數據處理媒體」遭受實質損失或損毀，本「保單」將涵蓋維修或更換「數據處理媒體」本身的費用以及從備份或上一代原件複製「電子數據」的費用。任何從研究和工程或重新創建、收集或組裝此類「電子數據」而產生的費用均不受保。如果該媒體未有被維修、更換或恢復，估價的基本準則為空白「數據處理媒體」的成本。但是，即使此類數據無法被重新創建、收集或組裝，本「保單」也不會就與此類數據的價值有關的金額，向「受保人」或任何其他一方作出任何賠償。

  - 「數據處理媒體」是指本「保單」下受保的可儲存「電子數據」的物件，而不是「電子數據」本身。

如「本公司」就任何法律行動、訴訟或其他法律程序指稱基於本「部分」條款而不承保任何損失、損毀或責任，提出索償人士需提供相反舉證，由其證明該損失、損毀或責任屬於受保範圍而可獲彌償。

(q) 「傳染性疾病」條款

儘管本「保單」的任何其他條款有相反規定，本「保單」不承保任何直接或間接由傳染病或傳染病的恐懼或威脅（不論是實際或意識到的）引致、引起、或於傳染病或傳染病的恐懼或威脅（不論是實際或意識到的）同時發生或以任何順序發生的任何損失、損毀、索償、費用、開支或其他款項。

就本分項條文而言，損失、損毀、索償、費用、開支、或其他款項包括但不限於為「傳染性疾病」或受該「傳染性疾病」影響的任何受保財產之清理、解毒、清除、監測或測試的任何費用。

如本條款所述，「傳染性疾病」指可通過任何物質或媒介從任何生物體傳染給另一生物體的任何疾病，其中：

- 物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變種，不論其是否被視為活體，及

- 傳播方法，不論是直接或間接，包括但不限於空氣傳播、體液傳播、從任何表面或物體、固體、液體或氣體或生物體之間的傳播，以及
- 疾病、物質或媒介可能導致人類健康或人類福祉的損害或造成相關威脅，或可能導致本保險項下的受保財產造成損毀、惡化、價值損失、可銷售性或使用性損失或造成相關威脅。

本分項條文適用於所有額外保障、附加保障、已豁免的不承保事項和其他授予的保障。「保單」的所有其他條款、條件及不承保事項保持不變。

## 第五部分 – 一般條款

### 1. 適用於所有保單的一般條款

- (a) 本「保單」包括「附表」及批單，乃立約各方之間的整體協議。任何代理或其他人士均無權更改或豁免本「保單」的任何條款。本「保單」如有任何修改，必須獲得「本公司」人員批准並簽發批單作實，方始生效。
- (b) 根據本「保單」發出的每一份通知書或通訊都應以書面形式交付「本公司」。
- (c) 若發生可引致本「保單」索償的任何「事故」，「受保人」須立即知會「本公司」有關詳情。  
「受保人」在收到任何書信、索償文件、令狀、傳票或法律程序文件後，須立即通知或將有關文件轉交「本公司」。若「受保人」或任何提出索償的人士知悉任何可能可就「保單」提出索償的事件即將提出的檢控、調查或死因研訊，應立即向「本公司」發出書面通知。
- (d) 風險變更  
「受保人」應立即就任何對本「保單」所承保風險有重大影響之變更通知「本公司」。
- (e) 在未得「本公司」事先書面同意前，「受保人」（或其代表）或任何索取彌償的人士（或其代表）不得作出以下任何一項：承認、要約、承諾、付款或彌償。「本公司」有權以「受保人」或索取彌償人士的名義就任何索償接辦及進行抗辯或和解，或為「本公司」的利益以「受保人」或該人士的名義，就任何對彌償或損害賠償或其他項目的索償作出起訴。「本公司」對進行任何法律程序及任何索償的和解享有全面的酌情決定權。「受保人」及該人士須提供一切「本公司」所需的資料及協助。
- (f) 「受保人」應採取一切合理措施，避免「無人機」損失或損毀，並使其保持良好狀態。若發生任何意外或故障，「受保人」應採取適當的預防措施，防止進一步的損毀或損失。在法律允許的範圍內，本「保單」的賠償範圍概不包括任何「無人機」因以上損失或損毀延伸或任何進一步損毀或由此產生的第三方法律責任。
- (g) 「本公司」可以掛號信向「受保人」的最後已知地址發出三十 (30) 天的書面通知取消本「保單」。「受保人」可提前三十 (30) 天書面通知「本公司」取消本「保單」。若取消本「保單」，「本公司」將向「受保人」退還已支付的保費，減去本「保單」生效期間按比例計算的部分，前提是「保險期」內並未就本「保單」支付任何索償。
- (h) 其他保險  
倘若產生本「保單」下的任何索償時，有關索償獲任何其他保險承保相同損失、損毀或法律責任，則「本公司」無須負責支付或攤分超過其按比例計算「本公司」應付的任何損失、損毀、賠償、成本及費用。
- (i) 雙方同意，「本公司」履行任何索償的義務僅限於任何補償中超過本「保單」「附表」中規定的任何「自負額」的部分，且不超過「附表」規定的責任限額及 / 或投保額（如適用）。
- (j) 「受保人」應
- 採取一切合理的預防措施，以保護財產不受損毀，並防止任何人發生意外、有「身體損傷」或身故；以及
  - 遵守任何適用當局為保障人身或財產安全而規定的所有法定義務、細則或條例。
- (k) 遵守適用法律、條例及命令  
「受保人」在使用「無人機」時，應遵守所有適用的法律、條例及守則，包括但不限於由民航處頒布的無人駕駛飛機系統操作及安全指南和守則及《小型無人機令》指定就無人駕駛飛機系統的註冊、標籤、操作及操作許可相關的要求。「受保人」應遵守任何有關當局發佈影響無人駕駛飛機系統安全運行的所有空中航行和適航命令及要求，並確保
- 「無人機」在每次「飛行」開始時為適航；及
  - 保留任何官方有效條例不時所要求與「無人機」有關的所有最新日誌及其他記錄，並按要求提供予「本公司」。
- 「受保人」須確保其「僱員」、代理人和外判商遵守本分項條文中的所有要求。
- (l) 如有任何關乎本「保單」出現的爭議，爭議各方可根據「香港」司法機構為民事調解所訂立及爭議當時所適用之有關「實務指示」，真誠進行調解。如爭議各方未能於九十 (90) 日內透過調解解決爭議，爭議各方均應將有關爭議提交予香港國際仲裁中心，按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》仲裁解決。  
本仲裁條款適用的法律為香港法律，而仲裁地應為香港。仲裁員人數為一 (1) 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「本公司」否認或否決本「保單」下之任何責任，而「受保人」並未於「本公司」發出有關通知的十二 (12) 個月內按以上規定展開仲裁，「受保人」之賠償申請即被視作已被撤回或放棄，並且不能根據本「保單」再次進行追討。
- (m) 本「保單」受香港法律及條例管轄並按其詮釋。在不抵觸本「保單」替代性爭議解決條款的前提下，雙方同意接受香港法院的專有司法管轄權管轄。

(n) 第三方權利

除「受保人」或本「保單」以明示方式指明以外，任何人士如非本「保單」之一方並沒有權利執行或享有任何本「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。

(o) 個人資料收集目的

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

「受保人」應促使本「保單」內其他受保人（如有），及授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的必要用途，使用及轉發（至香港境內或境外的）數據，包括任何適用法律、規定或守則所定義之個人資料。

如「受保人」向「本公司」提供任何第三方資料，「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、合規及制裁查核。

(p) 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。

## 2. 僅適用於一年期保單的一般條款

(a) 從保單生效日起計，本保單會維持生效一 (1) 年。本「保單」之續保將以下列方式之一實行：

- (i) 若「受保人」在申請保單時已經同意自動續保，本「保單」將自動續保。然而，「本公司」保留本權利，在每個「保險期」之續保時間前三十 (30) 天書面通知「受保人」更改調款，包括但不限於本「保單」的「保費」、「條款」或「不承保事項」。「本公司」沒有責任透露有關修訂之原因。儘管如此，「受保人」可於本保單任何一個「保險期」之保單生效日前表示不接納更改，最後可以不實行續保；或
- (ii) 「受保人」可於保單週年日前發出書面通知「本公司」以申請續保。「受保人」亦可於申請續保時就保障範圍提出修改。有關申請須經「本公司」批准，並且「本公司」保留權利修改任何條款及細則，包括但不限於本「保單」的「保費」、「條款」或「不承保事項」。獲「本公司」接納之任何改動將於續保生效日起生效。

## 第六部分 – 索償手續

- (a) 在得知任何有可能引致索償申請的情況下，「受保人」必須：
  - (i) 立即通知「本公司」並向「本公司」提供合理要求之下的所有協助。
  - (ii) 於事故發生後三十 (30) 日內由「受保人」自費提供索償之書面詳情，包括「本公司」要求之任何有關證明文件及資料；及
  - (iii) 於情況許可下及早向「本公司」提供「受保人」接獲之傳票或告票。
- (b) 「本公司」保有權利及唯一最終決定權決定透過以下何種方式處理索償：
  - (i) 賠付索償款項；
  - (ii) 復原或更換損失或損毀的「無人機」；或
  - (iii) 維修損毀的「無人機」。
- (c) 如「本公司」決定修復、更換或維修「無人機」，「本公司」將合理地進行而無須絕對把「無人機」恢復原狀或原貌。「受保人」須取得經簽署的維修或更換「無人機」收據，並將所有經簽署收據於索償時向「本公司」提供作證明文件。
- (d) 「本公司」有權決定「無人機」的損餘，即被毀「無人機」的殘骸的價值。
- (e) 「受保人」應保留所有有關索償的「飛行」數據（包括但不限於「飛行」記錄及錄影片段）並按「本公司」要求提供證明。
- (f) 未經「本公司」同意前，「受保人」不得免除或限制其向任何其他方追回款項的權利。

如本「保單」之中英文版本有任何歧義，概以英文版條款為準。

Zurich Insurance Company Ltd (a company incorporated in Switzerland with limited liability)  
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