

GREATER BAY AREA SELF-DRIVE TOUR MOTOR THIRD-PARTY LIABILITY POLICY

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

PART 1

(1) Insuring clause

The Insured and the Insurer agrees:

- (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 particular the Operative Cover in respect of any Event occurring 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 the 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.

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

PART 2

(2) General definitions

For the purpose of this Policy:

- (a) "The Insurer" means **Zurich Insurance Company Ltd.**
- (b) "Applicant" means the applicant of this policy in respect of (i) the "Ad Hoc Quotas for Cross Boundary Private Cars" scheme or (ii) the Quota-free Scheme for Hong Kong Private Cars Travelling to Guangdong via the Hong Kong-Zhuhai-Macao Bridge who shall be the registered owner of the Motor Car that is registered and licensed in the Hong Kong Special Administrative Region. If the registered owner of the Motor Car is a company, the company must be incorporated in Hong Kong and must authorize in writing a person as an Insured Driver who is a Hong Kong Special Administrative Region resident.
- (c) "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Car when participating in i) "Ad Hoc Quotas for Cross Boundary Private Cars" or ii) the Quota-free Scheme for Hong Kong Private Cars Travelling to Guangdong via the Hong Kong-Zhuhai-Macao Bridge within the Geographical Area.
- (d) "Geographical Area" means the territories of Guangdong Province of the People's Republic of China and Macau.
- (e) "PRC" means the People's Republic of China, excluding Hong Kong Special Administrative Region and Macau.
- (f) "The Insured" means the Applicant stated as such in the Schedule.
- (g) "Insured Driver" means the Insured and/or any other person who is driving on the Insured's order or with his permission as stated in the Schedule provided that the Insured or the person driving must:
 - (i) hold a valid Hong Kong Special Administrative Region Identity Card and a valid Home Visit Permit; and
 - (ii) hold a valid Hong Kong Special Administrative Region full driving license and a PRC Motor Vehicle Driving License with private car entitlement.
- (h) "The Motor Car" means the motor car as stated in the Schedule and satisfying all requirements of i) the Ad Hoc Quotas for Cross Boundary Private Cars scheme or ii) the Quota-free Scheme for Hong Kong Private Cars Travelling to Guangdong via the Hong Kong-Zhuhai-Macao Bridge that may be applicable at the time of the Proposal and Declaration.

- (i) "The Period of Insurance" means the period stated in the Schedule but no more than 30 consecutive days upon each entry into the PRC and no more than 180 days within a year in aggregate.
- (j) "The Policy" means this insurance policy, the Schedule and any memoranda and endorsements contained herein or endorsed herein which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (k) "The Proposal and Declaration" means any signed enrollment form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (l) "The Schedule" means the page(s) attached to the Policy specifying the terms and details of this insurance contract.

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

PART 3

(3) Operative Cover

Subject to Policy Limits of Liability, Conditions and Exceptions, the Insurer shall indemnify the Insured Driver and/or at the request of the Insured any other person (other than the person driving) in or getting into or out of the Motor Car against legal liabilities arising out of proceedings that are in the first instance delivered by or obtained from a court of competent jurisdiction of the Hong Kong Special Administrative Region, including claimant's costs and expenses which the Insured Driver and/or such other person shall become legally liable to pay and other costs and expenses incurred by or on behalf of the Insured Driver and/or such other person with the Insurer's written consent in respect of any claim for damages arising out of:

- (i) death of or bodily injury to any person; and/or
- (ii) damage to property;

where such death or bodily injury or property damage arises out of an accident caused by or in connection with the Motor Car and occurring within the Geographical Area including the loading or unloading of goods onto or from the Motor Car and within the limits of any carriageway or thoroughfare the bringing of goods to the Motor Car for loading thereon or the taking away of goods from the Motor Car after unloading therefrom.

PART 4

(4) Limitation as to use of the Motor Car

The insurance coverage under any part of the Policy is operative only when the Motor Car is used for social domestic and pleasure purposes or for the Insured's business or profession. The Policy shall not operate when the Motor Car is used for hire or reward, Uber driving, racing, pacemaking, reliability trial, speed testing or used for any purpose in connection with the Motor Trade.

PART 5

(5) Policy limits of liability applicable to this Policy

- (a) The Insurer's indemnity to the Insured and/or any other person claiming to be indemnified, including claimant's costs and expenses and other costs and expenses incurred by or on behalf of the Insured and/or such other person with the Insurer's written consent arising out of any Event is limited to:
- (i) in respect of death of or bodily injury to any person pursuant to sub-paragraph 3(i), the amount specified in the Schedule as **Policy Liability Limit "Third Party Death Or Bodily Injury"**; and
 - (ii) in respect of damage to property pursuant to sub-paragraph 3(ii), the amount specified in the Schedule as **Policy Liability Limit "Third Party Property Damage"**.
- (b) If the occurrence of any Event results in indemnity to more than one person, the limitations of the Insurer's indemnity specified in paragraph 5(a) shall apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the Insured.
- (c) At any time after the happening of any Event giving rise to a claim or a series of claims under this Policy, the Insurer may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Insurer's liability specified in paragraph 5(a) (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled, and the Insurer shall relinquish the conduct of any defence settlement or proceedings and shall not then be responsible for damages payable to the claimant and claimant's costs, or for any damages alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Insurer in connection with such defence settlement or proceedings, or of the Insurer relinquishing such conduct, nor shall the Insurer be liable for any costs or expenses whatsoever incurred by the Insured or by such person or by any claimant or other person after the Insurer shall have relinquished such conduct.

PART 6

(6) Special conditions applicable to this Policy

- (a) In the event of the death of any person entitled to indemnity under this Policy, the Insurer shall in respect of the liability incurred by such person indemnify his legal personal representative in terms of and subject to the limitations of this insurance which apply to such person.
- (b) The Insurer may at their own option and expense:
- (i) arrange for representation at any inquest or fatal injury in respect of any death which may be the subject of indemnity under this Policy; and/or
 - (ii) undertake the defence of proceedings in a court of competent jurisdiction of the Hong Kong Special Administrative Region in respect of any act or alleged offence causing or relating to any Event which may be the subject of indemnity under this Policy.

PART 7

(7) Special exceptions applicable to this Policy

The Insurer shall not be liable:

- (a) to indemnify any person claiming to be indemnified:
- (i) unless such person shall observe fulfill and be subject to the terms and conditions of the Policy in so far as they can apply; or
 - (ii) if such person is entitled to indemnity under any other insurance policy;
- (b) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
- (i) any person (including the Insured) claiming to be indemnified under this Policy; or
 - (ii) the employer of any person (including the Insured's) claiming to be indemnified under this Policy;
- (c) in respect of damage to property belonging to or held in trust by or in the custody or control of:
- (i) any person (including the Insured) claiming to be indemnified under this Policy; or
 - (ii) a member of the same household of any person (including the Insured's) claiming to be indemnified under this Policy;
- (d) in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction of the Hong Kong Special Administrative Region including

- without limitation any reciprocal enforcement of foreign judgments; or
- (e) any claims excesses applicable to this Policy.

PART 8

(8) Claims excesses applicable to this Policy

In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, the Insurer shall not be liable for the first amount of such claim specified in the Schedule as **"Third Party Property Damage Excess"**.

PART 9

(9) Avoidance of certain terms and right of recovery

If the Insurer is obliged by the laws of Hong Kong Special Administrative Region for which the Insurer would not otherwise be liable under the Policy, the Insured and any other person on whose account the payment is made shall forthwith repay such amount to the Insurer.

PART 10

(10) General exceptions

The Insurer shall not be liable under the Policy in respect of:

- (a) any claim for damages involving:
- (i) the use of the Motor Car outside the Geographical Area; or
 - (ii) whilst on the Insured's order or with his permission or to his knowledge the Motor Car in respect of which indemnity is provided by the Policy is being used otherwise than in accordance with the Limitations As To Use Of The Motor Car, or being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;
- (b) any accident 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 thereof; 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 accident, loss or 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 purpose of this paragraph 10(d), combustion shall include any self-sustaining process of nuclear fission;
- (e) any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials; and
- (f) any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being or attempted to be driven by, or is in the charge of, or is under the control of the Insured or Insured Driver:
- (i) who is convicted of an offence for being under the influence of drink and/or drugs as stipulated in any relevant laws of the Geographical Area (as may be amended from time to time or any legislation which replaces the same) at the time of Event to such an extent as to be incapable of having proper control of the Motor Car; or
 - (ii) when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in any relevant laws of the Geographical Area as may be amended from time to time or any legislation which replaces the same; or
 - (iii) who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, oral fluid, blood, or urine for testing or analysis, or to perform any other relevant

test, as required by law of the Geographical Area as may be amended from time to time or any legislation which replaces the same;

- (g) any 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

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

- (h) (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 paragraphs 10 (a)(ii), 10(b) and 10(g), any accident, loss, damage or liability is not indemnifiable by the Policy, the burden of proving that such accident loss damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

PART 11

(11) General conditions

- (a) If the Motor Car cannot enter the boundary of the Guangdong Province of the PRC or return to the Hong Kong Special Administrative Region within the Period of Insurance as stated on the Schedule due to any circumstances beyond the Insured's control and as permitted and recognised by the Transport Department of the Hong Kong Special Administrative Region to be within the validity period of i) Ad Hoc Quotas for Cross Boundary Private Cars scheme ("**Ad Hoc Quotas Scheme**") or ii) Quota-free Scheme for Hong Kong Private Cars Travelling to Guangdong via the Hong Kong-Zhuhai-Macao Bridge ("**Quota-free Scheme**"), the Insurer will automatically extend the Period of Insurance without charge for such a period as is reasonably necessary for the Insured to complete the trip under i) Ad Hoc Quotas Scheme or ii) Quota-free Scheme, subject always to a maximum of THREE (3) calendar days.
- (b) Every notice or communication to be given or made under the Policy shall be delivered in writing to the Insurer.
- (c) In the event of any occurrence which may give rise to a claim under the 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, 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 the Policy. In case of theft or other criminal act which may be the subject of a claim under the Policy the Insured shall give immediate notice to the police in the Geographical Area and cooperate with the Insurer in securing the conviction of the offender.
- (d) 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 defence 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.
- (e) The Insured shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and the Insurer shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Motor Car or third party legal liabilities arising therefrom shall be excluded from the scope of indemnity granted by the Policy.
- (f) If at the time any claim arises under the 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 their rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this paragraph 11(e) shall impose on the Insurer any liability from which but for this paragraph 11(e) they would have been relieved pursuant to sub-paragraph 7(a)(ii).
- (g) 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 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

- (h) The Policy shall be governed by and interpreted in accordance with the laws and regulations of the Hong Kong Special Administrative Region. Subject to paragraph 11(g) herein, the parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.

- (i) 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.

- (j) 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 the Insured/Insured Driver 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.

- (k) Sanction clause
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.

- (l) Policy cancellation
The Insurer may cancel this Policy by giving seven (7) calendar days' notice by registered letter to the Insured at his last known address. The Insured may cancel the Policy by giving seven (7) calendar days' written notice (provided no claim has arisen during the Period of Insurance) 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. If the Policy is cancelled by the Insured, the amount of premium to be returned is subject to the minimum premium as stated in the Policy Schedule.

- (m) Change in risks
The Insured shall give immediate written notice to the Insurer in relation to any alteration which materially affects the insurance risk including but not limited to modification, installation or change of nature of use of the Motor Car. The Insurer reserves the right to accept or deny coverage at the time of such notification and to establish a separate rate and premium for any such coverage.

CLAIMS SERVICES

Upon the happening of a traffic accident involving the Insured Motor Car, the Insured should:

- (a) notify the Insurer immediately;
(b) fill in a Claim Form and supply the following required documents ;
(i) original Motor Vehicle Accident Report form and letter of consent, duly completed and signed by the Insured and the driver involved;
(ii) copy of the driving licenses and Hong Kong Identity Card, valid at the time of accident, of the driver involved;
(iii) copy of the Vehicle Registration Document (both sides) of the Insured Motor Car;
(iv) estimate of repair, if available.
(c) forward all correspondences from third party and/or police summons to the Insurer for reference.

For further assistance, please contact the Claims Department of the Insurer.

- Hotline: +852 2903 9388
- E-mail: claims@hk.zurich.com

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.

大灣區自駕遊第三者責任保險單

請細閱本「保單」及「附表」，並確保保險內容符合閣下的需要。倘若閣下需要此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。

第一部份

(1) 保險條款

「受保人」與「本公司」雙方同意：

- (a) 將「投保表格及聲明」收納入本保險合約，並作為本保險合約的依據；
- (b) 「受保人」須繳付「附表」所列的「保費」；
- (c) 「本公司」按照本「保單」的條款及細則，為「附表」所訂「保險期」內發生的「事故」，特別是就「適用範圍」下發生的「事故」提供保險；及
- (d) 「本公司」承擔保險責任的先決條件如下：
 - (i) 「受保人」或其他索取彌償者均已遵守本「保單」任何有關應做或不應做事項的條款及細則；及
 - (ii) 「投保表格及聲明」的內容及陳述均屬真實無訛。

本「保單」須由「本公司」授權的人士在「附表」簽署後方可生效。

第二部份

(2) 一般釋義

於本「保單」而言：

- (a) 「本公司」指蘇黎世保險有限公司。
- (b) 「申請人」指為參與 (i)「過境私家車一次性特別配額」計劃或 (ii) 港珠澳大橋港車北上不設配額計劃的本保單申請人，並須為「受保汽車」的註冊車主，而該「受保汽車」須在香港特別行政區發牌及註冊。倘「受保汽車」的註冊車主為公司，則該公司必須為香港註冊成立，並且必須以書面形式授權一名香港特別行政區居民作為「受保司機」。
- (c) 「事故」指在參與 i)「過境私家車一次性特別配額」或 ii)港珠澳大橋港車北上不設配額計劃時，在「本地區」由同一個原因或事源引起而與「受保汽車」有關的單一或連續事故。
- (d) 「本地區」指中華人民共和國廣東省及澳門。
- (e) 「中國」指中華人民共和國，不包括香港特別行政區及澳門。
- (f) 「受保人」指「附表」指定為受保人的人士。
- (g) 「受保司機」指「受保人」及 / 或任何按「附表」規定獲「受保人」指令或許可駕駛「受保汽車」的其他人士，惟「受保人」或駕駛「受保汽車」的人士必須：
 - (i) 持有有效香港特別行政區居民身份證及有效回鄉證；及
 - (ii) 持有有效香港特別行政區正式駕駛執照和具有私家車權利的中國機動車駕駛執照。
- (h) 「受保汽車」指「附表」指定的汽車，並在提交「投保表格及聲明」時符合 i) 過境私家車一次性特別配額計劃或 ii) 港珠澳大橋港車北上不設配額計劃可能適用的所有要求。
- (i) 「保險期」是指「附表」指定的期限，惟每次入境「中國」後連續逗留不超過 30 天，並且一年累計不超過 180 天。
- (j) 「保單」指本保險單、「附表」及任何載於或附隨於本文的備忘及批單，全部須視作同一份文件，任何具有特定含義的詞語在整份文件中意義保持一致。
- (k) 「投保表格及聲明」指已簽署的投保表格、聲明，以及「受保人」或其代表所提供的任何附加或替代資料。
- (l) 「附表」指本「保單」的附頁，用以列明本保險合約的條款及細節。

在本「保單」中，除另有規定外，單數須包括複數，反之亦然；凡提及某一性別的皆適用於另一性別。

第三部份

(3) 適用範圍

在「保單」責任限額、條件與除外責任的規限下，「本公司」於以下情況將向「受保司機」及 / 或該其他人士作出彌償：

就「受保司機」及 / 或（在「受保人」要求下）任何在「受保汽車」內或進出「受保汽車」的人士（駕駛「受保汽車」的人士除外）有關：

- (i) 任何人的死亡或身體受傷；及 / 或
- (ii) 財產損毀；

並在香港特別行政區司法管轄權的法院作出初審的司法程序(就以上(i)或(ii)所產生的法律責任(包括法律上應由「受保司機」及 / 或該其他人士負責支付的索償人的訟費與開支，以及在「本公司」的書面同意下由「受保司機」或其代表招致及 / 或由該其他人士或其代表招致的其他訟費與開支)，。上述傷亡或財產損毀須發生在「本地區」，並源自「受保汽車」所引致或涉及的意外，包括在「受保汽車」裝卸貨物，以及在行車道或大道範圍內將需要裝上「受保汽車」的貨物搬至該汽車或在「受保汽車」卸貨後將貨物搬離該汽車。

第四部份

(4) 汽車使用限制

本「保單」任何部份所提供的保障，只在「受保汽車」作社交、家庭及遊樂用途，或作涉及「受保人」的業務或職業的用途時方為有效。「受保汽車」以出租或收費形式接載乘客，或作 Uber、賽車、速度調整、可靠性試驗、車速測試或任何涉及汽車業務的用途，本「保單」概不適用。

第五部份

(5) 適用於本「保單」的保險單責任限額

- (a) 「本公司」因任何「事故」向「受保人」及 / 或其他索取彌償人士所提供的彌償，包括索償人的訟費與開支，以及在「本公司」的書面同意下由「受保人」或其代表招致及 / 或由該其他人士或其代表招致的其他訟費與開支，均有以下限額：
 - (i) 有關根據第 3(i) 條任何人的死亡或身體受傷，限額見「附表」，「**第三者死亡或身體受傷**」一欄；及
 - (ii) 有關根據第 3(ii) 條的財產損毀，限額見「附表」，「**第三者財產損毀**」一欄。
- (b) 如任何「事故」導致多於一人獲得彌償，則第 5(a) 項規定的「本公司」彌償限額將適用於所有索取彌償人士的彌償總額，但「受保人」可優先獲得彌償。
- (c) 在導致本「保單」一宗或一連串索償的「事故」發生後，「本公司」可隨時向「受保人」及 / 或任何其他索取彌償的人士全數支付第 5(a) 項規定的「本公司」責任限額（但需扣除任何已付數額）或索償達成和解的較少款額，而「本公司」須放棄進行任何抗辯、和解或司法程序，從此對以下各項概不負責：應向索償人支付的損

害彌償及索償人的訟費；或任何被指稱因「本公司」在抗辯、和解或司法程序方面的作為或不作為而導致的損失，或因「本公司」上述放棄行為而被指稱導致「受保人」或有關人士蒙受的損害。「本公司」對以下費用亦不負責：「受保人」或有關人士或索償人或其他人士在「本公司」採取上述放棄行為後才招致的任何訟費或開支。

第六部份

(6) 適用於本「保單」的特別條件

- (a) 如任何有權根據本「保單」獲得彌償的人士去世，「本公司」則在按照及不抵觸「保單」適用於該死者的限制條款下，就該人士招致的法律責任向其法定遺產代理人作出彌償。
- (b) 「本公司」有權選擇及自費：
 - (i) 安排代表出席與本「保單」彌償所針對的死亡有關的調查或死因研訊；及／或
 - (ii) 在香港特別行政區司法管轄權的法院的司法程序中就任何或指稱罪行導致或涉及本「保單」彌償所針對的事故抗辯。

第七部份

(7) 適用於本「保單」的不承保事項

「本公司」不承保以下事項：

- (a) 對任何索取彌償的人士作出彌償：
 - (i) 除非該人士遵守、履行及符合本「保單」所有適用的條款及細則；或
 - (ii) 如該人士有權根據其他保險單獲得彌償；
- (b) 受僱於以下人士者在受僱工作期間因工死亡或身體受傷：
 - (i) 任何依據本「保單」索取彌償的人士（包括「受保人」）；或
 - (ii) 任何依據本「保單」索取彌償的人士（包括「受保人」）的僱主；
- (c) 屬於以下人士或由以下人士以信託形式持有、保管或管控的財產所蒙受的損失：
 - (i) 任何依據本「保單」索取彌償的人士（包括「受保人」）；或
 - (ii) 任何根據本「保單」索取彌償的人士（包括「受保人」共住的人士）；
- (d) 並非由香港特別行政區司法管轄權的法院作出初審的判決（包括但不限於任何外地判決的交互強制執行）；或
- (e) 任何適用於本「保單」的索償自負額。

第八部份

(8) 適用於本「保單」的自負額

如有「事故」導致第三者財產損失的法律責任而索取彌償，「本公司」將不負責有關索償的首筆相等於「附表」中「**第三者財產損毀自負額**」的款項。

第九部份

(9) 使若干條款無效及有權追收款項

如按照香港特別行政區之法律，「本公司」須支付一筆依據本「保單」不應由「本公司」負責的款項，則「受保人」及任何其他獲「本公司」為其付款的人士須立即將該筆款項償還「本公司」。

第十部份

(10) 一般不承保事項

「本公司」根據本「保單」不承保以下事項：

- (a) 任何涉及以下情況的損毀索償：
 - (i) 在「本地區」外使用「受保汽車」；或
 - (ii) 在獲「受保人」指令、許可或在其知情的情況下，與本「保單」所提供的彌償有關的「受保汽車」在並非遵照本「保單」「汽車使用限制」的情況下使用，或由並非「受保司機」的人士駕駛（或所謂由該人士駕駛，是指在該人士指揮下

駕駛）；

- (b) 由下列項目直接或間接、作為近因或遠因引起、參與造成、引發或相關的任何意外、損失、毀壞或法律責任：
 - (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、暴亂、民眾起義；或
 - (iii) 拘禁、扣押、充公或企圖拘留；或因任何上述事故產生的直接或間接後果；
- (c) 任何因協議而附加的法律責任，而若無該協議則本應不會附加該等法律責任；
- (d) 由電離輻射或放射性污染（來自核燃料或來自燃燒核燃料所得的核廢料）直接或間接引致、參與造成或引發的任何意外、損失或財產毀壞，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。第 10(d) 項所指的燃燒包括自持核裂變；
- (e) 直接或間接由核子武器材料引致、參與造成或引發的任何意外、損失、毀壞或法律責任；及
- (f) 如於下列情況，「受保汽車」在「受保人」或「受保司機」駕駛或企圖駕駛、操縱或控制下造成、蒙受或招致任何意外、損失、毀壞或法律責任：
 - (i) 根據「本地區」的任何相關法例（不時修訂或任何取代該法例之法例），「受保人」或「受保司機」在有關「事故」時是受酒類及／或藥物的影響，其程度達到沒有能力妥當地控制「受保汽車」，因而被定罪；或
 - (ii) 「受保人」或「受保司機」呼氣、血液或尿液中的酒精含量超出「本地區」的任何相關法例（不時修訂或任何取代該法例之法例）所指定的上限；或
 - (iii) 「受保人」或「受保司機」在無合理原因的情況下，不依法提供呼氣、口腔粘液、血液或尿液樣本進行化驗或分析，或進行其他「本地區」有關法例（不時修訂或任何取代該法例之法例）規定之測試；
- (g) 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：
 - 1. 涉及向一 (1) 名或多名人士使用暴力；或
 - 2. 涉及毀壞財產；或
 - 3. 危害有關恐怖分子以外之其他人的性命；或
 - 4. 對公眾或個別公眾階層的健康或安全構成風險；或
 - 5. 企圖干預或破壞任何電子系統。
- (h) (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。

在任何法律行動、訴訟或其他司法程序中，如「本公司」指稱任何意外、損失、毀壞或法律責任因第 10(a)(ii)、10(b) 及 10(g) 項的緣故不可根據本「保單」獲得彌償，則舉證責任落在索取彌償的人士身上，由其證明該意外、損失、毀壞或法律責任可獲彌償。

第十一部份

(11) 一般條款

- (a) 如因任何非「受保人」所能控制的情況，導致「受保汽車」無法在「附表」所列的「保險期」內入境「中國」廣東省或返回香港特別行政區，且為經香港特別行政區運輸署許可及認可為在 i) 過境私家車一次性特別配額計劃（「**一次性配額計劃**」）或 ii) 港珠澳大橋港車北上不設配額計劃（「**港車北上計劃**」）的有效期內，「本公司」將自動免費延長「保險期」至「受保人」完成 i) 一次性配額計劃下或 ii) 港車北上計劃的旅程所需的合理期限，最多可延長三 (3) 個日曆日。
- (b) 凡根據本「保單」發出或作出的通知書或通訊，均須以書面形式送達「本公司」。
- (c) 一旦發生任何可引致本「保單」索償的「事故」，「受保人」須立即將全部詳情通知「本公司」。「受保人」在收到任何索償書信、令狀、傳票或法律程序文件後，須立即通知並將有關文件轉交「本公司」。「受保人」或任何索取彌償的人士如獲悉與引致本「保單」索償的「事故」有關而即將進行的起訴、調查或死因研訊，須立即以書面通知「本公司」。如因盜竊或其他刑事罪行可能成為本「保單」索償的因由，「受保人」須立即通知「本地區」警方，並須與「本公司」合作將犯罪者繩之於法。
- (d) 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。
- (e) 「受保人」須採取一切合理步驟以防「受保汽車」損失或毀壞，以及保持「受保汽車」的良好性能。「本公司」有權隨時全面自由檢查「受保汽車」或其任何部份，或查問「受保人」的司機或僱員。如遇意外或故障，不得將「受保汽車」置諸不理而不採取適當措施以防止進一步的毀壞或損失；如「受保汽車」在未經必需的修理前遭人駕駛，則任何增加的損毀、「受保汽車」任何進一步的損毀或因此而引起的第三者法律責任，均不得包括在本「保單」的彌償範圍內。
- (f) 如在本「保單」之下出現索償時有任何其他承保同一損失、毀壞或法律責任的保險，「本公司」不必負責支付或攤分超過其按比例計算「本公司」應付的損失、毀壞、彌償、訟費或開支數額，但在任何情況下，第 11(e) 項均不得將任何責任加於「本公司」；若無第 11(e) 項便可根據第 7(a)(ii) 項予以免除的法律責任。
- (g) 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狀況或結果，如「本公司」否認或否決「受保人」就本「保單」的索償之任何責任，而「受保人」並未能於「本公司」的否認或否決之十二 (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。

- (h) 本「保單」受香港特別行政區法律及條例管轄及按其詮釋。受本「保單」之第 11(g) 項所限下，爭議各方同意受香港法院的專有司法管轄權管轄。
- (i) 第三者權利
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本「保單」任何條款的保障。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。
- (j) 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」須授權及須促使「受保人」/「受保司機」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須用途，使用及轉發資料（至香港境內或境外）包括任何適用的法律、規則或指引所定義之敏感性個人資料。如「受保人」向「本公司」提供任何第三者資料，「受保人」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本「保單」，包括但並不限於進行任何對有關資料當事進行審慎調查、合規及制裁查核。
- (k) 制裁條款
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。
- (l) 取消保單
「本公司」可於七 (7) 個日曆日前以掛號郵遞將取消「保單」通知寄達至「受保人」最後為人所知的地址取消本「保單」。「受保人」可提前七 (7) 個日曆日向「本公司」發出書面通知取消本「保單」（只要在當時的「保險期」內未出現任何索償）。「本公司」將在扣除本「保單」有效期內按比例應付的保險費後，向「受保人」退還保險費餘款。如「受保人」取消保單，退還的保費金額將受制於本「保單」「附表」中指定的最低保費額為準。
- (m) 風險變化
如「受保人」有任何會重大影響保險風險的改動，包括但不限於改裝、安裝或改變「受保汽車」的使用性質，須立即以書面通知「本公司」。「本公司」保留在收到相關通知時接受或拒絕承保的權利，並有權為任何承保改動制定另外的保費率及保費額。

索償服務

如「受保汽車」涉及交通意外，「受保人」應：

- (a) 立即通知「本公司」；
- (b) 填寫「索償表格」，並提供以下所需文件：
 - (i) 「受保人」及肇事司機正式填寫及簽署的「汽車意外報告」表格正本及同意信；
 - (ii) 肇事司機於意外發生時生效的「駕駛執照」及香港身份證副本；
 - (iii) 「受保汽車」的「車輛登記文件」（雙面）副本；
 - (iv) 維修報價單（如適用）。
- (c) 將所有第三者發出的通信及/或警方傳票交給「本公司」處理。

如需協助，請聯絡「本公司」的索償部。

- 電話熱線：+852 2903 9388
- 電郵：claims@hk.zurich.com

本保單備有中文及英文版本。兩個版本如有任何歧義，概以英文版本為準。