

Private Motor Car Insurance Policy

Please read this Policy and the Schedule and the Certificate of Motor Insurance and make certain 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.

Important notice

Approved Motor Car repair clause: (applicable to section (I) of this Policy)

The Insurers have the final discretion in the selection of motor repairer and shall not be liable for any repair costs (including towing, storage or any incidental expenses) of the damaged Motor Car unless the motor repairer is:

- (a) the sole agent or manufacturer of the Motor Car, or
- (b) approved by the Insurers.

Subject otherwise to the terms, conditions and exceptions of this Policy.

(1) Insuring clause

The Insured and the Insurers 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 Insurers shall provide the insurance subject to the terms and conditions of the Policy in respect of any Event occurring during the Period of Insurance specified in the Schedule; and the following shall be conditions precedent to any liability of the Insurers:
 - (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 Insurers.

(2) General definitions

For the purpose of this Policy:

- (a) "The Insurers" means **Zurich Insurance Company Ltd**
- (b) "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Car.
- (c) "Geographical Area" means the territories of Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the Motor Car by sea (including incidental loading or unloading) by a craft designed for the carriage of motor cars.
- (d) "The Insured" means the person specified as such in the Schedule.
- (e) "Insured Driver" means the Insured or any other person who is driving on the Insured's order or with his permission provided that the Insured or the person driving holds a licence to drive the Motor Car or has held and is not disqualified from holding or obtaining such a licence. The term "licence" means a licence or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.
- (f) "The Motor Car" means the motor car specified in the Schedule.
- (g) "This Policy" means this Private Motor Car Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon 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.
- (h) "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.
- (i) "The Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.
- (j) In this 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 genders.

(3) Operative Insurance Cover

- (a) Where the "Terms of Cover" in the Schedule is stated to be "Comprehensive", sections (I), (II) and (III) of this Policy are operative.
- (b) Where the "Terms of Cover" in the Schedule is stated to be "Third Party Only", only section (II) of this Policy is operative.
- (c) Where the "Terms of Cover" in the Schedule is stated to be "Third Party Fire & Theft", section (I) in respect of loss of or damage to the Insured Motor Car resulting directly from fire, self-ignition, lightning, explosion, theft or attempted theft and independently of all other causes and section (II) of this Policy are operative.

(4) Limitations as to use of the Motor Car

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

(5) Section (I) insurance - against loss of or damage to the Motor Car

- (a) The Insurers shall indemnify the Insured against loss of or damage to the Motor Car and/or its accessories and/or its spare parts whilst thereon. The Insurers may, at their option, repair, reinstate or replace the Motor Car and/or its accessories and/or its spare parts or pay in cash the amount of such loss or damage.
The Insurers' indemnity pursuant to this paragraph 5(a) is limited to:
 - (i) the reasonable market value of the Motor Car at the time of its loss or damage; or
 - (ii) the Insured's estimated value of the Motor Car as specified in the Schedule; whichever is the lesser amount.
- (b) If the Motor Car is disabled by reason of loss or damage insured by this Policy, the Insurers shall additionally pay the reasonable cost of:
 - (i) protection and removal of the Motor Car to the nearest repairer; and
 - (ii) redelivery after repair to the Insured's address within the Geographical Area where the loss or damage was sustained;
 provided that the amount recoverable hereunder shall not exceed 20% of the agreed cost of repairs to the Motor Car.
- (c) In the event of loss of or damage to the Motor Car and/or its accessories and/or its spare parts necessitating the supply of a part not obtainable from stock held in the Geographical Area in which the Motor Car is held for repair, or in the event of the Insurers exercising the option to pay in cash, the amount of the loss or damage the liability of the Insurers in respect of any

such part shall be limited to the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Geographical Area in which the Motor Car is held for repair, or if no such catalogue or price list exists, the price last obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the Geographical Area in which the Motor Car is held for repair and the amount of the relative import duty and the reasonable cost of fitting such part.

(6) Special conditions applicable to section (I) insurance

- (a) If at the Insured's request an Other Interested Party has been specified in the Schedule or in a Memorandum endorsed hereon, any payment in cash by the Insurers in respect of loss of or damage to the Motor Car shall be made to the Other Interested Party so specified whose receipt shall be a full and final discharge of all liability of the Insurers in respect of such loss or damage.
- (b) The Insured may authorize the repair of the Motor Car necessitated by damage for which the Insurers may be liable under this Policy provided that:
 - (i) the estimated cost of such repair does not exceed the amount specified in the Schedule as "Authorized Repair Limit";
 - (ii) the Insurers is furnished forthwith with a detailed estimate of the repair cost; and
 - (iii) the Insured shall give the Insurers every assistance to see that such repair is necessary and the charge is reasonable.
- (c) Where repair cost to the Motor Car is the subject of a claim under section (I), the Insurers shall have a right of veto concerning a proposed place of repair or repair firm.

(7) Special exceptions applicable to section (I) insurance

The Insurers shall not be liable in respect of:

- (a) consequential loss;
- (b) depreciation wear and tear mechanical or electrical breakdown failure or breakage;
- (c) damage to tyres unless damage is caused to other parts of the Motor Car at the same time, and
- (d) any claims excesses applicable to section (I).

(8) Claims excesses applicable to section (I) insurance

- (a) In respect of any Event giving rise to a claim (other than an Event of theft or attempted theft), the Insurers shall not be liable for the first amount of such claim specified in the Schedule as "General Excess".
- (b) The first amount of any claim for which the Insurers are not liable pursuant to paragraph 8(a) shall be increased if at the time of the occurrence of the Event giving rise to the claim:
 - (i) the Motor Car is being driven by a person other than a "Named Driver" specified in the Schedule, by an additional amount by way of the "Unnamed Driver Excess" specified in the Schedule;
 - (ii) the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" specified in the Schedule;
 - (iii) the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule;
 - (iv) the Motor Car is parked, by an additional amount by way of the "Parking Damage Excess" specified in the Schedule.
- (c) In respect of any claim arising out of theft or attempted theft of the Motor Car, the Insurers shall not be liable for the first amount of each claim specified in the Schedule as the "Theft Loss Excess".
- (d) In the event of a claim under section (I):
 - (i) if paragraph 8(c) is applicable, then paragraphs 8(a) and 8(b) shall not be applicable;
 - (ii) if paragraph 8(a) and any or more of sub-paragraphs 8(b)(i), 8(b)(ii), 8(b)(iii) and 8(b)(iv) are applicable, the first amount of such claim for which the Insurers are not liable shall be calculated cumulatively;
 - (iii) if the expenditure incurred by the Insurers shall include any amount for which the Insurers are not liable pursuant to paragraphs 8(a), 8(b), or 8(c), the Insured shall forthwith repay such amount to the Insurers.
- (e) The provisions of paragraphs 8(a) and 8(b) shall not apply to loss of or damage to the Motor Car caused by fire self-ignition lightning or explosion which arises independently and not out of any preceding accident involving the Motor Car.

(9) Section (II) insurance - against third party legal liabilities

Subject to Policy Limits of Liability Conditions and Exceptions, the Insurers shall indemnify the Insured and/or any Insured Driver and/or at the request of the Insured any person (other than the person driving) in or getting into or out of the Motor Car against all sums including claimant's costs and expenses which the Insured and/or such 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 and/or such Insured Driver and/or such other person with the Insurers' written consent in respect 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 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.

(10) Policy limits of liability applicable to section (II) insurance

- (a) The Insurers' indemnity to the Insured and/or any other person claiming to be Indemnified under section (II), 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 Insurers' 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 9(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 9(ii), the amount specified in the Schedule as **Policy Liability Limit "Third Party Property Damage"**.

Where this Policy insures more than one Motor Car, the limitations of the Insurers' indemnity shall nevertheless apply irrespective of the number of Insured Motor Cars that may be involved in the same Event.

- (b) If the occurrence of any Event results in indemnity to more than one person, the limitations of the Insurers' indemnity specified in paragraph 10(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 section (II), the Insurers may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Insurers' liability specified in paragraph 10(a) (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled, and the Insurers 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 Insurers in connection with such defence settlement or proceedings, or of the Insurers relinquishing such conduct, nor shall the Insurers 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 Insurers shall have relinquished such conduct.

(11) Special conditions applicable to section (II) insurance

- (a) In the event of the death of any person entitled to indemnity under section (II), the Insurers 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 Insurers 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 section (II); and/or
 - (ii) undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any Event which may be the subject of indemnity under section (II).

(12) Special exceptions applicable to section (II) insurance

The Insurers 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 this 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 section (II); or
 - (ii) the employer of any person (including the Insured's) claiming to be indemnified under section (II);
- (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 section (II); or
 - (ii) a member of the same household of any person (including the Insured's) claiming to be indemnified under section (II);
- (d) in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong Special Administrative Region;
- (e) any claims excesses applicable to section (II).
- (f) any liability whilst the Motor Car is driven within any area to which Hong Kong Airport (Restricted Areas) Regulations apply except in so far as it may be necessary solely to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance.

(13) Claims excesses applicable to section (II) insurance

- (a) In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, the Insurers shall not be liable for the first amount of such claim specified in the Schedule as **"Third Party Property Damage Excess"**.
- (b) The first amount of any claim for which the Insurers are not liable pursuant to paragraph 13(a) shall be increased if at the time of the occurrence of the Event giving rise to the claim:
 - (i) the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the **"Young Driver Excess Applicable to Third Party Property Damage"**;
 - (ii) the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the **"Inexperienced Driver Excess Applicable to Third Party Property Damage"**.
- (c) In the event of a claim under section (II):
 - (i) if paragraph 13(a) and any or more of sub-paragraphs 13(b)(i) and 13(b)(ii) are applicable, the first amount of such claim for which the Insurers are not liable shall be calculated cumulatively.
 - (ii) if the expenditure incurred by the Insurers resulting from a claim includes the amount for which the Insurers are not liable pursuant to paragraphs 13(a) and 13(b), the Insured shall forthwith repay such amount to the Insurers.

(14) Avoidance of certain terms and right of recovery

If the Insurers are obliged by the laws of any country within the Geographical Area or by virtue of any agreement between the Insurers and The Motor Insurers' Bureau of Hong Kong to pay an amount for which the Insurers would not otherwise be liable under this Policy, the Insured and any other person on whose account the payment is made shall forthwith repay such amount to the Insurers.

(15) Section (III) insurance - indemnity of medical expenses

The Insurers shall pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or the Insured Driver (other than the Insured) or any occupant of the Motor Car as the direct and immediate result of an accident to the Motor Car, provided always that the Insurers' liability under section (III) arising out of any Event shall not exceed the amount specified in the Schedule as section (III) "Policy Limit of Indemnity".

(16) Claim-Free Discount ("The Discount")

- (a) In the event of no claim being made or arising under this Policy during any of the periods of insurance specified below, the next renewal premium shall be reduced by the Discount specified hereunder:

Period of Insurance	The Discount (on renewal premium)
One year	30%
2 consecutive years	35%
3 consecutive years	45%
4 consecutive years	50%
5 or more consecutive years	60%

- (b) If a claim has been made or has arisen under this Policy during a period of insurance of which the Discount is 45% or less, the Discount shall be forfeited.
If a single claim has been made or has arisen under this Policy during a period of Insurance of which the Discount is 50% or 60%, the said Discount shall be reduced at the next renewal to 30% or 35% respectively, but if more than one claim has been made or has arisen, the Discount shall be forfeited.
- (c) For the avoidance of doubt, any claim made under any part of this Policy during a period of insurance shall result in cancellation or reduction of the Discount pursuant to paragraph 16(b) notwithstanding any assertion or allegation that the Insured and/or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the Event resulting in the claim under this Policy.
- (d) In the event of a transfer of interest in this Policy with the Insurers' prior consent from one Insured to another, the claim-free period of qualification for the Discount so far as it affects the new Insured shall commence afresh with effect from the date of transfer, and the original Insured shall retain his right to the Discount earned up to the date of transfer which right is applicable to any motor insurance policy taken out by the original Insured on any one private motor car within 12 months of the date of transfer.
- (e) If more than one Motor Car is insured under this Policy, the Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Car.

(17) General exceptions

The Insurers shall not be liable under this Policy in respect of:

- (a) any accident loss damage or liability caused sustained or incurred:
 - (i) outside the Geographical Area;
 - (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 this 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 (except so far as it is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) 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 enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power;
 - (ii) strike riot civil commotion; or
 - (iii) detention seizure confiscation or any attempt thereof;
- (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 17(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 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 Section 2 of the Road Traffic Ordinance (Cap. 374) 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.
- (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.
 - (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

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

In any action suit or other proceedings where the Insurers allege that by reason of paragraphs 17(b) and 17(g), any accident loss damage or liability is not indemnifiable by this Policy, the burden of proving that such accident loss damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

(18) General conditions

- (a) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Insurers.
- (b) 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 Insurers with full particulars.
Every letter claim writ summons and process shall be notified or forwarded to the Insurers immediately on receipt by the Insured. Notice shall also be given in writing to the Insurers 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 this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the police and cooperate with the Insurers in securing the conviction of the offender.
- (c) 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 Insurers 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 Insurers' own benefit any claim for indemnity or damages or otherwise

and the Insurers 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 Insurers may require.

(d) 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 Insurers 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 shall be excluded from the scope of indemnity granted by this Policy.

(e) (i) The Insurers may cancel this Policy by giving seven days' notice by registered letter to the Insured at his last known address and in such event shall return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or this Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate of Insurance has been returned to the Insurers on or before the date of cancellation) the Insured shall be entitled to a return of premium less the premium calculated at the Insurers' short period rates for the period this Policy has been in force.

(ii) Short period rates

The following scale of rates apply to policy issued or renewed for less than one year and shall also be used in calculating return premium on policy cancelled at the request of the Insured and not replaced within a period of one year from date of cancellation, subject to the minimum premium (HKD1,300 after client's discount) charged by Insurers:

Period	
(not exceeding)	1 month..... 25% of annual rate
	2 months..... 35% of annual rate
	3 months..... 45% of annual rate
	4 months..... 55% of annual rate
	5 months..... 65% of annual rate
	6 months..... 75% of annual rate
	7 or 8 months..... 85% of annual rate
(exceeding)	8 months..... Full annual premium

Policy issued for a short period may not be extended upon payment of the difference between the premium for the short period and that for the extended period. The cancellation of policy must be in accordance with the paragraph (e)(i) of the General conditions (18) of this Policy.

(f) If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Insurers 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 18(f) shall impose on the Insurers any liability from which but for this paragraph 18(f) they would have been relieved pursuant to sub-paragraph 12(a)(ii).

(g) In the event of a dispute arising out of this policy or any certificate of insurance, 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 this policy or certificate of insurance. Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under this policy or any certificate of insurance and the Insured does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, your or the insured person's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this policy or any certificate of insurance.

(h) This policy and all certificate of insurance 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.

(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 Zurich Insurance Company Ltd ("Zurich") will be used in accordance with Zurich's privacy policy, as notified to the Insured from time to time and available at this website:

www.zurich.com.hk/eng/cs_nonlifepolicieservices_privacy.htm

The Insured shall, and shall procure the Insured/Insured Driver to, authorize Zurich 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 Zurich's privacy policy as applicable from time to time. When information about a third party is provided by the Insured to Zurich, the Insured warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to Zurich, enabling Zurich to assess, process, issue and administer this Policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

(19) Claims services

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

(a) notify the Insurers 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 Licence 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 and answer all correspondences from Third Party and/or police summons to the Insurers for handling.

For further assistance, please contact the Motor Claims Department of the Insurers.

Hotline : +852 2903 9388

Direct fax : +852 2968 1660

(20) Extra benefits

Note: All the extra benefits are applicable to Comprehensive cover Policy. Third Party Only cover and Third Party Fire & Theft cover Policy can enjoy free advisory services (j) & (k) whilst services in (f), (g) & (h) are at their own expense.

(a) Claim-Free Discount protection

Notwithstanding paragraph 16, if the total claims incurred under any sections of the Policy in any one period of insurance do not exceed HKD50,000, after the application of any excess, the Insured shall, at renewal immediately subsequent, be entitled to the same percentage of Claim-Free Discount as under the current Policy.

It is hereby understood and agreed that all claims shall be accounted for and this extra benefit section shall not apply in the event the Claim-Free Discount is to be transferred to any other insurance company for whatever reason including non-renewal by both parties.

(b) New for old replacement vehicle

In the event of the Motor Car having sustained a total loss, the Insurers agree to replace the Motor Car of the same make and model without deducting any depreciation provided that:

(i) the Insured is the first registered owner;

(ii) the loss occurs within the first twelve months of the first registration of the Motor Car with the Transport Department;

(iii) the first registration of the Motor Car with the Transport Department must be made within twelve months from the date of manufacture thereof;

(iv) the make and model of the Motor Car is available in Hong Kong Special Administrative Region;

(v) the modifications, if any, are deducted;

(vi) additional accessories and equipment, other than optional accessories and equipment installed by Motor Car manufacturer and the value of which is insured, are excluded;

(vii) written consent of the Insurers must be obtained before replacement.

However, when the Insured chooses not to accept the replacement car or the replacement car is not available, the Insurers shall pay the Insured in accordance with the terms and conditions of this Policy as if this extra benefit section does not apply.

(c) Medical expenses and personal accident protection

The following paragraph is incorporated into paragraph 15 of section (III) indemnity of medical expenses.

In addition to the above, it is noted and agreed that if as a result of bodily injury by violent accidental external and visible means sustained by the Insured and/or Named Driver(s) under this Policy as the direct and immediate result of an accident to the Motor Car resulting in:

(i) death; or

(ii) the loss by physical separation at or above the wrist or ankle of one or both hands or feet; or

(iii) the complete and irrecoverable loss of all sight in one or both eyes.

the Insurers shall pay HKD100,000 in total as compensation.

(d) Additional medical expenses

It is hereby noted and agreed that the limit of indemnity under paragraph 15 of section (III) insurance - indemnity of medical expenses for the Insured or the Insured Driver(s) is increased to HKD5,000.

(e) Free windscreen cover

In respect of loss or damage occasioned to the front windscreen only where the repair thereof does not exceed HKD4,000, paragraph 7(d) of section (I) of this Policy shall not be applicable.

(f) 24-hour emergency roadside services

In any event of mechanical breakdown of, defect having occurred in or accident to the Motor Car, the Insurers shall provide twenty-four-hour telephone advisory service and if the Motor Car is known to be immobilized, unfit or unsafe to be driven, the Insurers shall at their own expense, excluding fuel and any parts or accessories, arrange emergency roadside repair service at the request of the Insured or his authorized driver. In such case, the Motor Car must not be left unattended prior to the arrival of the provider of the repair service.

In the event of adverse weather conditions, the Insurers reserve the right to suspend the services provided under this extra benefit section.

The maximum liability of the Insurers under this extra benefit section is HKD2,000 each and every assistance case.

(g) 24-hour emergency towing service

If the Motor Car is immobilized unfit or unsafe to be driven due to an accident to or mechanical breakdown of the Motor Car the condition of which is beyond repair at the roadside, the Insurers shall at their own expense, excluding toll or tunnel charge, arrange for the Motor Car to be towed to the nearest designated garage or any other place in Hong Kong Special Administrative Region requested by the Insured or his authorized driver. In such case the Motor Car must not be left unattended prior to the arrival of the provider of the towing service.

In the event of adverse weather conditions, the Insurers reserve the right to suspend the services provided under this section.

The maximum liability of the Insurers under this section is HKD2,000 each and every assistance case.

(h) Temporary substitute vehicle

If the Motor Car is

(i) immobilized, unfit or unsafe to be driven due to an accident to the Motor Car after forty-eight hours from such accident; or

(ii) discovered stolen and is not found within forty-eight hours after such discovery, the Insurers shall at their own expense and the request of the Insured nominate an independent car rental contractor in the supply of a substitute car provided that

- the make and model of the substitute car is at the discretion of the Insurers and may not be identical to the Motor Car;

- the Insured is responsible for 20% of the car rental expense;

- the Insurers are not responsible for the delivery of the substitute car;

- only the Insured or any of the Named Driver(s) specified in this Policy Schedule can be registered as the driver of the substitute car;

- in the event of immobilization of the Motor Car or it being unfit or unsafe to be driven, the towing of the Motor Car subsequent to the accident must be arranged by the Insurers; or

- in the event of the Motor Car being stolen, the statement reporting the loss to the police shall be produced.

The Insurers shall discontinue to provide the substitute car as soon as the repair of The Motor Car is duly completed or in the event of the Motor Car being stolen, as soon as the Motor Car is recovered and first handed over to the Insured.

The maximum liability of the Insurers under this section is HKD4,000 each and every accident. The Insurers shall only be liable for the actual rental costs. All other costs are the responsibility of the Insured. For the purpose of providing the benefits under this section, the Insurers

shall nominate an independent car rental contractor and the Insured shall upon claiming for the benefits under this section comply with the terms and conditions of the car rental contractor. It is further declared and agreed that when the car rental contractor nominated by the Insurers does not make the substitute car available, the Insured is entitled to arrange for himself the substitute car of make and model equivalent to the Motor Car and the Insurers shall reimburse the Insured the expenses incurred therefor according to the terms and conditions under this section.

(vii) the net purchase price of the replacement car does not exceed the Insured value of the Motor Car; and

(i) Claims recovery service

The Insurers agree to

(i) in the event of the Insurers having paid a claim under this Policy, it undertakes to pursue a recovery from the liable third party. If successful, the Insurers shall refund to the Insured a rateable proportion of this Policy excess to the loss less any fees incurred by the Insurers in pursuing the recovery.

Where a full recovery is made, the Insurers shall reinstate the Claim-Free Discount from the renewal(s) subsequent to the loss and refund to the Insured the difference in premium paid as a result of the reduction of the Claim-Free Discount;

(ii) in the event of the adjusted claim being under Policy excesses or the cover granted being Third Party Only or Third Party, Fire and Theft, the Insurers shall assist the Insured in pursuing the claim against the liable third party. The assistance shall be advisory only and the Insurers shall not be obligated to take any action against any parties in pursuing the recovery.

(j) 24-hour traffic regulation enquiry service

The Insurers shall, at the request of the Insured or his authorized driver, provide over the phone general information on Hong Kong traffic regulations and the possible liabilities after a traffic accident/ event. The Insurers shall not be liable to provide information or advice beyond their capacity or for loss or damage resulting therefrom.

(k) 24-hour claims enquiry service

A claim enquiry service hotline is available 24 hours a day to the Insured to advise on the claims procedures and how to report a claim.

Hotline (24 hours): +852 2886 3977

Remarks: (i) The above is subject to specified limits.

(ii) Items (f) to (h), (j) & (k) are services provided by the service provider nominated by the Insurers who shall not be held responsible for any disputes arising between the Insured and the service provider.

(iii) Services in items (f) to (h) are provided in Hong Kong Special Administrative Region only and are not applicable to accident or breakdowns outside Hong Kong Special Administrative Region.

(iv) Be reminded to report the traffic accident to the Insurers' office for completion of accident report form without delay.

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私家汽車保險單

請細閱本「保單」、「附表」及「第三者汽車保險證」，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。

重要事項

核准汽車維修條款：(適用於本「保單」第1節)

- 「本公司」有選擇維修車行的最終決定權，除非維修車行乃：
- 「受保汽車」的獨家代理或製造商；或
 - 「本公司」核准的維修車行。

否則「本公司」毋須支付受毀壞「受保汽車」的維修費(包括拖車、存放或任何連帶費用)。本條款並須遵從本「保單」的條款、條件及不承保事項。

此乃英文版翻譯本。如中英文版文意不符，概以英文版為準及為有效版本。

(1) 保險條款

「受保人」與「本公司」雙方同意：

- 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；
- 由「受保人」繳付「附表」所列的「保費」；
- 「本公司」按照本「保單」的條款與條件，為「附表」所訂「保險期」內發生的「事故」提供保險；及
- 「本公司」承擔保險責任的先決條件如下：
 - 「受保人」或其他索取賠償者均已遵守本「保單」任何有關應做或不應做事項的條款；及
 - 「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。

(2) 一般釋義

於本「保單」而言：

- 「本公司」指蘇黎世保險有限公司。
- 「事故」指由同一個原因或事源引起而與「受保汽車」有關的單一或連「故」。
- 「本地區」指香港特別行政區；如以水路運載「受保汽車」(包括附帶的裝具)，則包括香港特別行政區的海域。
- 「受保人」指「附表」指定為受保人的人士。
- 「受保司機」指「受保人」或任何獲其指令或許可駕駛「受保汽車」的其他人士，惟「受保人」或駕駛「受保汽車」的人士必須持有駕駛該汽車的有效執照，或已持有而未帶吊銷或拒發執照。「執照」一詞指「本地區」的法律、規則或發牌當局所規定的駕駛執照或許可證。
- 「受保汽車」指「附表」指定的汽車。
- 「保單」指本「私家汽車保險單」、「附表」及任何載於或附隨於本文的備忘及批單。全部須視為同一份文件，任何具有特定含義的詞語在整份文件中意義保持一致。
- 「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。
- 「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。

(3) 適用承保範圍

- 如在「附表」上的「適用承保範圍」指定為「綜合保險」，則本「保單」第1、2及3節均適用。
- 如在「附表」上的「適用承保範圍」指定為「第三者責任保險」，則只有本「保單」第2節適用。
- 如在「附表」上的「適用承保範圍」指定為「第三者火險及盜險」，則只有本「保單」第1節關於「受保汽車」直接及純粹因失火、自然、電擊、爆炸、盜竊、企圖盜竊及並非任何其他事故所引致的損失或毀壞，而本「保單」第2節亦會適用。

(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、家庭或遊樂用途，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，或作賽車、定速度、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。

(5) 第1節保險 - 針對「受保汽車」的損失或毀壞

- 「本公司」就「受保汽車」及其配件及/或其零件(只限正用於受保汽車者)的損失或毀壞對「受保人」作出賠償。「本公司」可選擇修理、復原或替換「受保汽車」及/或其配件及/或其零件，或對損失或毀壞作出現金賠償。
「本公司」根據第5(a)項所作的賠償只限於：
 - 「受保汽車」在損失或毀壞時的合理市值；或
 - 「附表」所列「受保人」對「受保汽車」估值；以二者中較低者為準。
- 如「受保汽車」因本「保單」承保的損失或毀壞而不能操作，「本公司」則另付下安排所需的合理費用：
 - 保護及運送「受保汽車」至最近的修理處；及
 - 在完成修理後將「受保汽車」送回「受保人」在「本地區」(即發生損失或毀壞的地區)內的地址；惟上述費用不得超過協定修理費用的20%。
- 如「受保汽車」及/或其配件及/或其零件損失或毀壞，而「本地區」(即修理受保汽車的所在地)沒有所需零件的存貨，或「本公司」選擇對損失或毀壞作出現金賠償，則「本公司」對該零件的賠償責任僅限於該零件製造商或其代理商為「本地區」(即修理受保汽車的所在地)所發佈的最新目錄或價格表內的價格，或如無等目錄或價格表，則僅限於最後在該製造廠取得的價格加上運送(空運除外)到「本地區」(即修理受保汽車的所在地)的合理運費，以及有關的進口稅與裝配該零件的合理費用。

(6) 適用於第1節保險的特別條件

- 如按「受保人」的要求，「附表」或本「保單」隨附備忘錄列有另一位「有利益的第三者」，則「本公司」就「受保汽車」的損失或毀壞所支付的任何現金款項均應向該「有利益的第三者」支付。該「有利益的第三者」簽發的收據即成為「本公司」對該損失或毀壞所負責任的圓滿了結。
- 「受保人」對「本公司」根據本「保單」可能負責賠償的損毀，可授權進行必要的修理，但須符合下列條件：
 - 預計修理費不得超過保險「附表」所列的「獲認可的修理費限額」；
 - 即時向「本公司」提供修理費的詳盡估價；及
 - 「受保人」須全力協助「本公司」明白該項修理是必需的而收費是合理的。
- 如「受保汽車」的修理費用是第1節的索償項目，「本公司」有權判決有關修車地點或修理

商號的建議。

(7) 適用於第1節保險的不承保事項

「本公司」不承保以下事項：

- 後果損失；
- 折舊、自然損耗、機件或電器故障、失靈或破損；
- 輪胎受損，除非「受保汽車」其他部份同時受損；及
- 任何適用於第1節保險的索償自負額。

(8) 適用於第1節保險的索償自負額

- 對於任何導致索償的「事故」(盜竊或企圖盜竊的「事故」除外)，「本公司」將不負責有關索償的首筆相等於保險「附表」中「一般自負額」的款項。
- 如在導致索償的「事故」發生時：
 - 新駕駛「受保汽車」的人士並非保險「附表」所列的「指定司機」，根據第8(a)項不應由「本公司」負責的首筆款額則會增加，即加上保險「附表」所列的「非指定司機自負額」；
 - 「受保汽車」正由25歲以下的人士駕駛，根據第8(a)項不應由「本公司」負責的首筆款額則會增加，即加上保險「附表」所列的「年輕司機自負額」；
 - 「受保汽車」正由持有駕駛執照(不包括臨時駕駛執照)不足兩年的人士駕駛，根據第8(a)項不應由「本公司」負責的首筆款額則會增加，即加上保險「附表」所列的「新牌司機自負額」；
 - 「受保汽車」正停放於一處，根據第8(a)項不應由「本公司」負責的首筆款額則會增加，即加上保險「附表」所列的「停泊損毀自負額」。
- 對於任何因盜竊或企圖盜竊而引致的索償，「本公司」將不負責每項索償首筆相等於保險「附表」中「盜竊損失自負額」的款項。
- 若根據第1節作出的索償：
 - 如第8(c)項適用，則第8(a)及8(b)項並不適用；
 - 如第8(a)項及第8(b)(i)、8(b)(ii)及8(b)(iii)及8(b)(iv)條任何一條或多條適用，則不應由「本公司」負責的首筆款額將予以累積計算；
 - 如「本公司」招致的開支包括任何根據第8(a)、8(b)或8(c)項不應由「本公司」負責的金額，「受保人」須立即將該筆款項償還「本公司」。
- 如「受保汽車」的損失或毀壞由獨立產生(即並非因任何先前涉及「受保汽車」的「事故」引致的)火災、自然、閃電或爆炸造成，則第8(a)及8(b)項的規定將不適用。

(9) 第2節保險 - 針對第三者的法律責任

在「保單」責任限額、條件與除外責任的規限下，「本公司」就「受保人」及/或任何「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：

- 任何人的死亡或身體受傷；及/或
 - 財產損毀；
- 在法律上應負責支付的一切款額(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「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，向「受保人」及/或該「受保司機」及/或該其他人士作出賠償。上述傷亡或財產損毀源自「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。

(10) 適用於第2節保險的保險單責任限額

- 「本公司」根據第2節因任何「事故」向「受保人」及/或其他索取賠償人士所提供的賠償，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，均有下限額：
 - 有關根據第9(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
 - 有關根據第9(ii)條的財產損毀，限額見「附表」**「第三者財產損毀」**一欄。
如本「保單」承保多於一輛「受保汽車」，不論涉及在同一事故中的投「受保汽車」數目多少，均以上述賠償限額為準。
- 如任何「事故」導致多於一人獲得賠償，則第10(a)項規定的「本公司」賠償限額將適用於所有索取賠償人士的賠償總額，但「受保人」可優先獲得賠償。
- 在導致第2節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/或任何其他索取賠償的人士全數支付第10(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賠償及索償人的訟費；或因任何聲稱中「本公司」在抗辯、和解或司法程序方面的作為或不作為，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引致的任何訟費或開支。

(11) 適用於第2節保險的特別條件

- 如任何有權根據第2節獲得賠償的人士去世，「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，就該人士針對的法律責任向其法定遺產代理人作出賠償。
- 「本公司」有權選擇及自費：
 - 安排代表出席與第2節賠償所針對的死亡有關的調查或死因研訊；及/或
 - 在法院司法程序中就任何或指稱中的罪行導致或涉及第2節賠償所針對的事故抗辯。

(12) 第2節保險的不承保事項

「本公司」不承保以下事項：

- 對任何索取賠償的人士作出賠償：
 - 除非該人士遵守、履行及符合本「保單」所有適用的條款；或
 - 如該人士有權根據其他保險單獲得賠償；
- 受僱於以下人士者在受僱工作期間因工死亡或身體受傷：
 - 任何依據第2節索取賠償的人士(包括「受保人」)；或
 - 任何依據第2節索取賠償的人士(包括「受保人」)的僱主；
- 屬於以下人士或由以下人士以信託形式持有、保管或管轄的財產所蒙受的損失：
 - 任何根據第2節索取賠償的人士(包括「受保人」)；或
 - 任何根據第2節索取賠償的人士(包括「受保人」)共住的人士；
- 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；或
- 適用於第2節保險的索償自負額。
- 在任何《香港機場(禁區)規例》適用範圍內駕駛「受保汽車」的任何責任，但純粹為符合「汽車保險(第三者風險)條例」規定而在該處駕駛則除外。

(13) 適用於第2節保險的自負額

- 如有「事故」導致第三者財產損失的法律責任而索取賠償，「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。
- 如在導致索償的「事故」發生時：

- (i) 「受保汽車」正由25歲以下的人士駕駛，根據第13(a)項不應由本公司負責的首筆款額則會增加，即加上保險「附表」所列的「**第三者財產損毀適用的年輕司機自負額**」；
- (ii) 「受保汽車」正由持有駕駛執照(不包括臨時駕駛執照)不足兩年的人士駕駛，根據第13(a)項不應由本公司負責的首筆款額則會增加，即加上保險「附表」所列的「**第三者財產損毀適用的新牌司機自負額**」；
- (c) 根據第2節作出索償：
- (i) 如第13(a)項及第13(b)(i)及13(b)(ii)條任何一款或多款適用，則不應由「本公司」負責的首筆款額予以累積計算；
- (ii) 如「本公司」招致的開支包括任何根據第13(a)及13(b)項不應由「本公司」負責的金額，「受保人」須立即將該筆款項償還「本公司」。

(14) 使若干條款無效及有權追回款項

如按照「本地區」任何國家的法律或根據「本公司」與「香港汽車保險局」的任何協議，「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」。

(15) 第3節保險 - 醫療費用彌償

如「受保人」或「受保司機」(非「受保人」)或「受保汽車」任何佔用人的身體直接及即時因「受保汽車」的意外透過突發、外來及可見的途徑而受傷，「本公司」將向「受保人」支付為此而招致的合理醫療費用，但在任何情況下，「本公司」根據第3節因任何事故承擔的法律責任不得超過保險承保表上第3節「保險單彌償限額」所列的金額。

(16) 無賠償折扣(簡稱「折扣優惠」)

(a) 倘在任何下列保險期間並無根據本「保單」作出或引致索償，則在下次續保時，保費將獲以下「折扣優惠」：

保險期	扣優惠 (適用於續保保險費)
一年	30%
連續兩年	35%
連續三年	45%
連續四年	50%
連續五年或以上	60%

- (b) 如在可得45%或以下「折扣優惠」的保險期內曾根據本「保單」作出或出現索償，則該「折扣優惠」須被取消。
如在可得50%或60%「折扣優惠」的保險期內曾根據本「保單」作出或出現一項索償，則該「折扣優惠」須在下次續保時分別減至30%或35%；但如作出或出現超過一項索償，則該「折扣優惠」須被取消。
- (c) 為免除疑問，倘在保險期間曾依據本「保單」任何部份作出索償，則縱使「受保人」及/或索取彌償的人士堅稱或聲稱發生引致索償的「事故」，不應歸咎於他/她或並非由他/她/或促成，他/她所享有的「折扣優惠」仍須根據第16(b)段被取消或扣減。
- (d) 倘「受保人」獲得「本公司」事先同意，將本「保單」的利益轉讓給另一人士，新「受保人」無賠償紀錄的計算年期由轉保生效日期開始計算；而原「受保人」則保留續保時自己應得的「折扣優惠」，該優惠適用於原「受保人」在轉保日期12個月內為任何一輛私家汽車購買的汽車保單。
- (e) 如本「保單」承保超過一輛「受保汽車」，則「折扣優惠」對各輛「受保汽車」同樣適用，猶如每輛「受保汽車」各有獨立的保險單一樣。

(17) 一般不承保事項

- 「本公司」根據本「保單」不承保以下事項：
- (a) 在下列情況下造成、蒙受或招致的任何意外、損失、毀壞或法律責任：
- (i) 在「本地區」以外範圍；
- (ii) 在獲「受保人」指令、許可或在知其知情的情况下，與本「保單」所提供的彌償有關的「受保汽車」在並非遵照保險單「汽車使用限制」的情况下使用中，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(但為符合「汽車保險(第三者風險)條例」的規定而必須負責的情況則屬例外)：
- (i) 戰爭、外敵入侵、戰爭狀態或類似戰爭的行動(無論宣戰與否)、內戰、軍事叛變、造反、革命、起義或奪權；
- (ii) 罷工、暴亂、內亂；
- (iii) 拘禁、扣押、充公或企圖拘禁、扣押、充公；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；
- (d) 由電輻射或放射性污染(來自核燃料或來自自然核燃料所得的核廢料)直接或間接引致或參與造成的任何財產毀壞、損失或意外，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17(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或參與造成的任何意外、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、操縱或控制下發生、蒙受或招致任何意外、損失、損害或責任：
- (i) 「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、血液或尿液中酒精含量超出不時修訂之《道路交通條例》(香港法律第374章)第2條或其他取代該條例之法例所指定的上限；或
- (iii) 「受保人」或「受保司機」無合理原因而不依法提供呼氣、口腔粘液、血液或尿液進行測試或分析，或進行其他有關法例規定之測試。
- (g) 任何直接或間接因以下事故引起、導致、引發或有關之損失、損害、死亡、損傷、喪失能力、責任或任何性質的開支或費用：
- (i) 任何恐怖活動，不論是否同時或連串導致損失的任何其他原因或事件亦然。
- (ii) 任何控制、預防、壓制、還擊恐怖活動或就此作出應變的行動。
- 於此不承保事項，恐怖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人士)，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：
- (iii) 涉及向一名或多名人士使用暴力；或
- (iv) 涉及毀壞財產；或
- (v) 危害有關恐怖分子以外之其他人的安全；或
- (vi) 對公眾或個別公眾人士的健康或安全構成風險；或
- (vii) 企圖干預或破壞任何電子系統。

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17(b)及17(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。

(18) 一般條款

- (a) 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」。
- (b) 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」。如因涉嫌或其他刑事罪行可能成為本保險單索償原因，「受保人」須立即通知警方，並須與「本公司」合作將犯罪者繩之於法。
- (c) 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」利益以「受保人」或該人士的名義，就任何對彌償或損害彌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。

- (d) 「受保人」須採取一切合理步驟以防「受保汽車」損毀，以及保持「受保汽車」的良好性能。「本公司」亦有權隨時全面自由檢查「受保汽車」或其任何部份，或查閱「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，則任何增加的損毀或「受保汽車」任何進一步的損毀，均不得包括在本「保單」的彌償範圍內。
- (e) (i) 「本公司」可以下列方式取消本「保單」：七天前以掛號郵遞將有關通知寄達「受保人」最後為人所周知的地址。在該情況下，「本公司」在扣除本「保單」有效期內按比例應付的保險費後，將向「受保人」退還保險費餘款；或本「保單」可隨時由「受保人」以七天通知取消，而(只要在當時的「保險期」內未出現任何索償，並在取消日期當日或之前將當時的保險憑證交還「本公司」)，「受保人」有權獲退還保險費餘款(即在扣除以「本公司」短期收費率計算本「保單」有效期內應付的保險費後的餘額)。
- (ii) 短期保費率
以下保費率適用於已簽發或已續訂不足1年的保單，如「受保人」要求取消保單而在不在取消日起1年內另訂取替保單，有關保費退款亦按短期保費率計付，惟「本公司」設有最低保費額(扣除無賠償「折扣優惠」後1,300港元)：

保險期	保費率
(不超過) 1個月	年保費率25%
2個月	年保費率35%
3個月	年保費率45%
4個月	年保費率55%
5個月	年保費率65%
6個月	年保費率75%
7或8個月	年保費率85%
(超過) 8個月	全年保費

「受保人」不可藉著支付短期保費與續期保費的差額來續訂已簽發的短期保單。「受保人」取消保單必須依據本「保單」「一般條款」第18(e)(i)條的規定。

- (f) 如在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應付的損失、毀壞、彌償、訟費或開支數額，但在任何情況下，第18(f)項均不得將任何責任加於「本公司」；若無第18(f)項便可根據第12(a)(ii)條予以免除的法律責任。
- (g) 如有任何關乎本保單或任何「保險證書」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。
現明文聲明，在爭議各方根據本保單或其「保險證書」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」通知否認或否決「受保人」追索本保單或其「保險證書」之任何責任，而「受保人」並未於「本公司」所發出之通知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或其「保險證書」再次進行追討。
- (h) 本保單及其所有「保險證書」受「香港」法律及條例管轄及按其詮釋。而受本保單中之替代性爭議解決方案條文所限下，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
除保單持有人或「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的一方並未有權利執行或享有本保單條款的保障。任何有關的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：
www.zurich.com.hk/ch/cs_nonlifepolicy/services_privacy.htm。
「受保人」授權「本公司」根據「本公司」在不時適用之私隱政策所詳列的強制性用途，使用及轉發(至「香港」境內或境外)包括屬敏感性的「香港」法例第486章《個人資料(私隱)條例》中所定義之個人資料。
如「受保人」向「本公司」提供任何第三者資料，「受保人」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本保單，包括但並不限於進行任何對有關資料當事人進行審慎調查、合規及製表查核。

(19) 索償服務

- 如投保「受保汽車」涉及交通意外，「受保人」應立即通知「本公司」；
- (a) 填寫「索償表格」，並提供以下文件：
- (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) 投保「受保汽車」的「汽車登記文件」(雙面)副本；
- (iv) 維修報價單(如適用者)。
- (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「汽車索償部」。
熱線電話：+852 2903 9388
傳真：+852 2968 1660

(20) 附加保障

備註：所有「附加保障」均適用於「綜合保險保單持有人」。「第三者責任保險」及「第三者火險及盜險」保單持有人可免費享有第(j)及(k)項諮詢服務，但第(f)、(g)及(h)項服務則需自繳費用。

(a) 無賠償折扣保障

儘管第16項另有規定，「受保人」在任一個保險期內依據本「保單」任何部份提出的總索償額扣除任何自負額後不超過50,000港元，「受保人」續訂保單時，將可享有本「保單」相同的「折扣優惠」率。
「本公司」現正式聲明及與「受保人」協議，如「受保人」基於任何理由(包括立約雙方不續保)將「折扣優惠」轉予任何其他保險公司，則「本公司」將依例計算「受保人」根據本「保單」提出的所有索償。本項附加保障概不生效。

(b) 同款新車賠償

- 倘若「受保汽車」遭完全毀壞，「本公司」同意按照下列條件為「受保人」重置相同牌子及型號的車輛，而且不會扣除任何折舊額：
- (i) 「受保人」是「受保汽車」的第一註冊車主；
- (ii) 「受保汽車」首次在運輸署登記後12個月內蒙受損失；
- (iii) 「受保汽車」在出廠後12個月內已在運輸署作首次登記；
- (iv) 「受保汽車」的牌子及型號在香港特別行政區有售；
- (v) 如有任何改裝裝置，則會作出相應扣除；
- (vi) 附加配件及設備一律不計算在內，但向「受保汽車」製造商另購的配件及設備及已投

- 保者除外；
- (vii) 重置新車的淨購價不可超過「受保汽車」的投保額；及
- (viii) 重置前必須取得「本公司」書面同意。
- 然而，假如「受保人」選擇不接受重置汽車或所重置的汽車缺貨，「本公司」將依照「保單」的條款及條件向「受保人」支付賠償，本附加保障將被視作不適用。
- (c) **醫療費用及個人意外保障**
- 以下條文已納入第3節第15項的醫療費用賠償規定。
- 除上文所載外，「本公司」並聲明及與「受保人」協議，如「受保人」及/或「記名司機」因「受保汽車」遭遇意外，而直接及即時鑿於暴力、意外、外來及可見原因由而蒙受身體損傷，引致：
- (i) 死亡；或
- (ii) 一隻或兩隻手或腳的腕或蹠斷離；或
- (iii) 完全喪失單眼或雙眼視力，並且不可治癒；
- 「本公司」將支付100,000港元總賠償額。
- (d) **附加醫療費用**
- 「本公司」現聲明及與「受保人」協議，付予「受保人」或「受保司機」的第3節
- (e) **免費擋風玻璃保障**
- 如只是前擋風玻璃遭受損失或毀壞，而有關的修理費用不超過4,000港元，則「保單」第1節第7(c)項的規定並不適用。
- (f) **24小時中途急修服務**
- 倘若「受保汽車」發生機件故障，又或涉及意外時，「本公司」將提供24小時電話指導服務。如「受保汽車」已無法開動或不適合安全行駛，「本公司」將應「受保人」或其授權駕駛者的要求，自費安排緊急現場修理服務，但恕不負責燃料或任何零件或配件費用。在上述情況下，「受保人」不得在修理人員到場前不顧「受保汽車」而離開。
- 如當時天氣惡劣，「本公司」保留權利不提供本附加保障規定的服務。
- 根據此附加保障，「本公司」所承擔的最高賠償額為每宗個案2,000港元。
- (g) **24小時緊急拖車服務**
- 倘若「受保汽車」因意外或機件故障而無法開動或不適合安全行駛，而且情況亦不容許在現場即時作出修理，「本公司」將自費安排拖車服務，將汽車拖往「受保人」或其授權駕駛者要求的最就近車房或香港特別行政區內任何其他地點，但不負責任何道路收費或隧道費用。在上述情況下，「受保人」不得在拖車人員到場前不顧「受保汽車」而離開。
- 如當時天氣惡劣，「本公司」保留權利不提供本條規定的拖車服務。
- 根據此項，「本公司」所承擔的最高賠償額為每宗援助個案2,000港元。
- (h) **臨時代用汽車**
- 倘若「受保汽車」：
- (i) 因發生意外而令「受保汽車」無法開動或不適合安全行駛，而無法開動或不適合行駛的時間為該意外後超過48小時；或
- (ii) 被發現遭人偷去，而且並未在48小時內尋回，則「本公司」將按照下列條件，應「受保人」的要求，安排由指定的獨立租車公司提供一輛汽車暫時代用，費用由「本公司」支付：
- 「本公司」將決定採用任何牌子及型號的代用汽車，故此未必與「本公司」承保的「受保汽車」相同；
 - 「受保人」須負責20%的租車費用；
 - 「本公司」恕不負責將代用汽車交送至「受保人」；
 - 代用汽車只會登記供「受保人」及「保單」「附表」訂明的任何「記名司機」使用；
 - 如「受保汽車」無法開動或不適合安全行駛，發生意外後的拖車服務必須由「本公司」安排；或
 - 如「受保汽車」被偷去，「受保人」必須出示向警方報失的口供報告。
- 當「受保汽車」修理完畢後，「本公司」便會即時停止供應代用汽車。如「受保汽車」被偷去，「本公司」則會在失車被尋回及交回「受保人」後即時停止供應代用汽車。
- 根據此項，「本公司」所承擔的最高賠償額為每宗意外4,000港元。「本公司」只會賠償實際的租車費用，「受保人」必須自行支付所有其他費用。
- 「本公司」提供本附加保障載明的保障時，將指定一間獨立租車公司。「受保人」根據本附加保障提出索償時必須遵照租車公司的租車條款及條件。
- 此外，「本公司」現聲明及同意，假如「本公司」指定的租車公司無法提供代用汽車，「受保人」有權自行安排租用牌子及型號與「受保汽車」相同的汽車代用，「本公司」會根據本附加保障的條款及條件向「受保人」賠償因此而招致的租車費用。
- 第15項保險 - 醫療費用賠償的賠償限額已增至5,000港元。
- (i) **追討賠償服務**
- 「本公司」同意：
- (i) 倘若「本公司」已根據「保單」支付賠償，便會向需負責的第三方追討賠償。若成功討回賠償，「本公司」將向「受保人」退還支付賠償時扣除的自負額的相應金額，但須扣除「本公司」追討賠償所需費用。如「本公司」成功討回全額賠償，便會恢復在損失事件後續訂保單時被扣除的「無賠償折扣」，並向「受保人」退還因扣除「無賠償折扣」而多付的保費。
- (ii) 倘若調整後的賠償金額低於自負額，又或「受保人」投購的保險只屬「第三者保險」或「第三者、火險及盜險」，「本公司」會協助「受保人」向需負責的第三方追討賠償。「本公司」的援助服務只限於指導形式，並無責任對任何一方採取行動來追討賠償。
- (j) **24小時交通條例諮詢服務**
- 「本公司」可應「受保人」或其授權駕駛者的要求，透過電話提供有關香港交通條例的資料，以及交通意外事故發生後可能招致的責任。「本公司」並不負責提供超越其能力範圍的資料及指導服務，亦不會就此導致的損失或損害承責。
- (k) **24小時賠償查詢服務**
- 「本公司」設有24小時賠償查詢服務熱線，為「受保人」提供有關賠償程序的指導服務，同時記錄所有賠償。
- 24小時熱線電話：+852 2886 3977
- 備註：(i) 上文所載須從指定的限制規定。
- (ii) 第(f)至(h)、(j)及(k)項服務由「本公司」所委任的服務機構提供，「本公司」毋須就「受保人」與此服務機構之間的任何爭議承責。
- (iii) 第(f)至(h)項服務只適用於香港特別行政區，而不適用於香港特別行政區境外發生的意外或故障。
- (iv) 請緊記向「本公司」辦事處匯報交通意外，以便盡快填寫意外報告。

蘇黎世保險有限公司（於瑞士註冊成立之公司）

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Statement of purpose for collection of personal data

All personal data collected and held by Zurich Insurance Company Ltd (“Zurich”) will be used in accordance with Zurich’s privacy policy, as notified to the insured person from time to time and available at this website:
www.zurich.com.hk/eng/cs_nonlifepolicyervices_privacy.htm.

The policyholder shall, and shall procure the insured / insured members to, authorise Zurich 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 Zurich’s privacy policy as applicable from time to time.

When information about a third party is provided by the policyholder / insured / insured member to Zurich, the policyholder / insured / insured member warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to Zurich, enabling Zurich to assess, process, issue and administer this policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

Rights of third parties

Other than the policyholder or the insured / insured persons, 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.

Note: In case of any discrepancy or inconsistency between the above 2 clauses with any existing clauses in the policy, the above 2 clauses shall prevail and replace the wording of such existing clauses to the extent of the discrepancy or inconsistency. The above wording will automatically apply to your policy (in the case of a new policy) or renewal policy (in the case of policy renewal) on the policy effective or renewal effective date (as the case may be). Unless as otherwise specified, other terms and conditions of the policy will not be affected

個人資料收集目的

蘇黎世保險有限公司（「本公司」）將根據「本公司」不時通知「閣下」的私隱政策使用所有已收集及持有的個人資料，「閣下」亦可透過此網址查閱有關私隱政策：www.zurich.com.hk/chi/cs_nonlifepolicyservices_privacy.htm。

「閣下」會，及會促使「受保人」，授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的強制性用途，使用及轉發（至「香港」境內或境外）包括屬敏感性如「香港」法例第486章《個人資料(私隱)條例》中所定義之個人資料。

如「閣下」/「受保人」向「本公司」提供任何第三者資料，「閣下」/「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，包括並不限於進行任何對有關資料當事人進行審慎調查、合規及製裁查核。

第三者權益

除保單持有人或受保人，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。

註：如以上條款與保單任何現有條款產生差異或矛盾，將以以上條款為準並以其取代保單現有條款相關之差異或矛盾部分。以上條款將於閣下保單生效(如現為新保單)或續保生效(如現為保單續保) 時自動生效。除非另作註明，保單內的其他條款及細則將不受影響。