

Private Motor Car Insurance Policy

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Please read this Policy, the Schedule and the certificate of insurance 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 agree:

- the Proposal and Declaration is incorporated in and is the basis of this insurance contract;
- the Insured shall pay the premium specified in the Schedule;
- the Insurer 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 Insurer:
 - 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
 - the truth of the Proposal and Declaration.

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

PART 2

(2) General definitions

For the purpose of this Policy:

- "Insurer" means Zurich Insurance Company Ltd
- "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Car.
- "Geographical Area" means the territories of the 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.
- "Insured" means the person specified as such in the Schedule.
- "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 license to drive the Motor Car or has held and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.
- "Motor Car" means the motor car specified in the Schedule.
- "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.
- "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.
- "Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.

- "Betterment" means the difference between the value of the new spare parts for replacement and the value of the damaged spare parts at the time of reported accident with reference to the year of manufacture of the Motor Car as set out in the table of Better Contribution under paragraph 5(d) below.
- "Betterment Contribution" means the amount of Betterment to be borne by the Insured.
- 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.

PART 3

(3) Operative insurance cover

- Where the "Terms of Cover" in the Schedule is stated to be "Comprehensive", Sections 1, 2 and 3 under Part 5 of this Policy are operative.
- Where the "Terms of Cover" in the Schedule is stated to be "Third Party Only", only Section 2 under Part 5 of this Policy is operative.
- Where the "Terms of Cover" in the Schedule is stated to be "Third Party Fire & Theft", Section 1 under Part 5 in respect of loss of or damage to the Motor Car resulting directly from fire, self-ignition, lightning, explosion, theft or attempted theft and independently of all other causes and Section 2 under Part 5 of this Policy are operative.

PART 4

(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.

PART 5 – COVER

(5) Section 1 – Against loss of or damage to the Motor Car

- The Insurer 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 Insurer may, at its 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 Insurer's indemnity pursuant to this paragraph 5(a) is limited to:
 - the reasonable market value of the Motor Car at the time of its loss or damage; or
 - the Insured's estimated value of the Motor Car as specified in the Schedule; whichever is the lesser amount.

For the avoidance of doubt, the amount of indemnity which the Insurer is liable under this paragraph 5(a) is after deduction of the claims excess(es) specified in paragraph 8 below.
- If the Motor Car is disabled by reason of loss or damage insured by this Policy, the Insurer shall additionally pay the reasonable cost of:
 - protection and removal of the Motor Car to the nearest repairer; and
 - 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.
- 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 Insurer exercising the option to pay in cash, the amount of the loss or damage the liability of the Insurer 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.

- (d) In respect of loss or damage to the Motor Car and repair of the Motor Car is required at the time of reported accident, the Insurer agrees to indemnify the Insured on the spare parts replacement costs after deducting the Betterment Contribution on the costs of new spare parts set out below:

Betterment Contribution is derived by multiplying the applicable percentages of Betterment Contribution with the costs of the new spare parts for replacement.

Year of Manufacture (from the year of manufacture printed on vehicle registration document issued by Transport Department)	Percentage of Betterment Contribution to be borne by the Insured
Not exceeding one (1) year	0%
More than one (1) year but not exceeding two (2) years	10%
More than two (2) years but not exceeding three (3) years	15%
More than three (3) years but not exceeding four (4) years	20%
More than four (4) years but not exceeding five (5) years	25%
More than five (5) years but not exceeding six (6) years	30%
Over six (6) years	over 30% and subject to the value of the damaged spare parts at the time of reported accident.

(6) Special conditions applicable to Section 1

- (a) If at the Insured's request another interested party has been specified in the Schedule or in a memorandum endorsed hereon, any payment in cash by the Insurer 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 Insurer in respect of such loss or damage.
- (b) The Insured may authorize the repair of the Motor Car necessitated by damage for which the Insurer may be liable under this Policy provided that:
- the estimated cost of such repair does not exceed the amount specified in the Schedule as "Authorized Repair Limit";
 - the Insurer is furnished forthwith with a detailed estimate of the repair cost; and
 - the Insured shall give the Insurer 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 1, the Insurer shall have a right of veto concerning a proposed place of repair or motor repairer. The Insurer shall have the right to exercise its authority to appoint a motor repairer for the repair of the Motor Car if the fee estimate of the repair costs submitted by the Insured's appointed motor repairer appear unreasonable.

(7) Special exceptions applicable to Section 1

The Insurer shall not be liable in respect of:

- consequential loss;
- depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage;
- damage to tires unless damage is caused to other parts of the Motor Car at the same time, and
- any claims excesses applicable to Section 1.

(8) Claims excesses applicable to Section 1

- (a) In respect of any Event giving rise to a claim (other than an Event of theft or attempted theft), the Insurer 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 Insurer is 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:
- 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;
 - the Motor Car is being driven by a person under twenty-five (25) years of age, by an additional amount by way of the "Young Driver Excess" specified in the Schedule;
 - the Motor Car is being driven by a person who has not held for a period of two (2) years a driving license (other than a provisional driving license), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule;
 - 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 Insurer 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 1:
- if paragraph 8(c) is applicable, then paragraphs 8(a) and 8(b) shall not be applicable;
 - 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 Insurer is not liable shall be calculated cumulatively;
 - if the expenditure incurred by the Insurer shall include any amount for which the Insurer is not liable pursuant to paragraphs 8(a), 8(b), or 8(c), the Insured shall forthwith repay such amount to the Insurer.
- (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 2 – Against third party legal liabilities

Subject to Policy Limits of Liability Conditions and Exceptions, the Insurer 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 Insurer's written consent in respect of:

- death of or bodily injury to any person; and/or
- 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 2

- (a) The Insurer's indemnity to the Insured and/or any other person claiming to be indemnified under Section 2, 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:
- 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
 - 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 Insurer's 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 Insurer's 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 2, 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 10(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 defense 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 defense 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.

(11) Special conditions applicable to Section 2

- (a) In the event of the death of any person entitled to indemnity under Section 2, 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 its 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 2; and/or
 - (ii) undertake the defense 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 2.

(12) Special exceptions applicable to Section 2

The Insurer shall not be liable:

- (a) to indemnify any person claiming to be indemnified:
 - (i) unless such person shall observe, fulfil 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 2; or
 - (ii) the employer of any person (including the Insured's) claiming to be indemnified under Section 2;
- (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 2; or
 - (ii) a member of the same household of any person (including the Insured's) claiming to be indemnified under Section 2;
- (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;
- (e) any claims excesses applicable to Section 2.
- (f) any liability whilst the Motor Car is driven within any area to which the 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 2

- (a) 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"**.
- (b) The first amount of any claim for which the Insurer is 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 twenty-five (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 two (2) years a driving license (other than a provisional driving license), 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 2:
 - (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 Insurer is not liable shall be calculated cumulatively;
 - (ii) the payment of the first amount by the Insured is a condition precedent to the Insurer's obligation to pay claims. The

Insurer shall not be liable for such claim in the event that this condition precedent is not complied with by the Insured; and if the expenditure incurred by the Insurer resulting from a claim includes the amount for which the Insurer is not liable pursuant to paragraphs 13(a) and 13(b), the Insured shall forthwith repay such amount to the Insurer.

(iii)

(14) Avoidance of certain terms and right of recovery

If the Insurer is obliged by the laws of any country within the Geographical Area or by virtue of any agreement between the Insurer and The Motor Insurers' Bureau of Hong Kong to pay an amount for which the Insurer 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 Insurer.

(15) Section 3 – Indemnity of medical expenses

The Insurer 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 Insurer's liability under Section 3 arising out of any Event shall not exceed the amount specified in the Schedule as **Section 3 "Policy Limit of Indemnity"**.

PART 6

(16) Claim-free discount ("the CFD")

Claim-free Period	Claim-free discount Group ("CFD Group")	CFD on premium at next policy renewal as determined by the Insurer
Less than one (1) year	0%	
One (1) year	30%	
Two (2) consecutive years	35%	
Three (3) consecutive years	45%	
Four (4) consecutive years	50%	
Five (5) or more consecutive years	60%	

- (a) In the event of no claim being made or arising in relation to the Motor Car under this Policy during any of the periods of insurance specified above ("Claim-free Period"), the Insured is entitled to a CFD on premium as determined by the Insurer at the next policy renewal.
- (b) For the avoidance of doubt, the percentage under the CFD Group is not the actual percentage to apply for calculating the CFD on premium at the next policy renewal. The amount of CFD will be determined by the Insurer taking into account factors including but not limited to the CFD Group, the age of the driver and the year of manufacture of the Motor Car.
- (c) If a single claim has been made or has arisen to the Motor Car insured under this Policy during a period of insurance of which:
 - (i) the CFD Group is 45% or less, the Insured shall no longer be entitled to any CFD on premium and any CFD on premium shall be cancelled; or
 - (ii) the CFD Group is 50% or 60%, the CFD on premium will be reduced to CFD Group of 30% or 35% respectively at the next policy renewal;
 If more than one claim has been made or has arisen, any CFD on premium shall be cancelled and the Motor Car will fall into the CFD Group of 0%.
- (d) Any claim made under any part of this Policy during a period of insurance shall result in cancellation or reduction of the CFD pursuant to paragraph 16(c) notwithstanding any assertion 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 except:
 - (i) the Insured can provide the Insurer with evidence of conviction against the third-party driver(s) obtained from a court of competent jurisdiction of the Hong Kong Special Administrative Region; and
 - (ii) a confirmation letter has been signed by the Insured and Insured Driver confirming that there is no prosecution against the Insured and Insured Driver and they have not received any writ or summons relating to the accident when the claim arises; or
 - (iii) In case the Insured and/or the Insured Driver are being prosecuted after the confirmation letter has been signed,

they should immediately inform the Insurer. The Insurer reserves the right to request the Insured to pay to the Insurer any applicable premium difference forthwith to match the Insured correct risk exposure.

- (e) In the event of a transfer of interest in this Policy with the Insurer's prior consent from one Insured to another, the Claim-free Period 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 CFD 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 twelve (12) months of the date of transfer.
- (f) If more than one Motor Car is insured under this Policy, any discounts applicable under this paragraph 16 shall be applied in accordance with the claims record in respect of each insured motor car.
- (g) This paragraph 16, if applicable, is subject to the "Claim-free discount protection" as per paragraph 20 (a).
- (h) If a written confirmation from the Insured previous motor insurer supporting no claim discount "NCD"; no claim bonus "NCB" or claim-free discount "CFD" and/or Claim-free Period is not available at the point of this Policy's issuance, the Insurer reserves the right to request for such written confirmation or any similar written proof at any time during which this Policy is in force, including prior to the Insurer paying any claim and/or renewing this Policy. In the event that the CFD on premium and/or Claim-free Period are applied because of any false or inaccurate information, representation or declaration made in the Proposal and Declaration, the Insurer reserves the right to request the Insured to pay to the Insurer any applicable premium difference forthwith to match the Insured correct risk exposure. For the avoidance of doubt, the Insurer shall not be liable for any liability incurred under this Policy where any false, inaccurate or incomplete information, representation or declaration has been made in the Proposal and Declaration.

PART 7

(17) General exceptions

The Insurer 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 paragraph 4 - 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 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 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;
- (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; or
 - (ii) any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism;
- For the purpose of this exclusion, an act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which
- involves violence against one or more persons;
 - involves damage to property;
 - endangers life other than that of the person committing the action;
 - creates a risk to the health or safety of the public or a section of the public; or
 - is designed to interfere with or disrupt an electronic system.
- (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.
 - (i) any loss, damage or liability which at the time of the happening of such loss, damage or liability is insured by any other policy(ies) except in respect of any excess beyond the amount which would have been payable under such other policy(ies).
 - (j) any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease. For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test: for a Communicable Disease, or any property insured hereunder that is affected by such Communicable Disease.
- As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

In any action suit or other proceedings where the Insurer alleges that by reason of paragraphs 17(a)(ii), 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.

PART 8

(18) General conditions

- (a) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Insurer.
- (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 Insurer with full particulars.
Every letter, claim, writ, summons and process shall be notified or forwarded to the Insurer immediately on receipt by the Insured. Notice shall also be given in writing to the Insurer immediately if the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. 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 Insurer 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 Insurer which shall be entitled to take over and conduct in the name of the Insured or such person the defense or settlement of any claim or to prosecute in the name of the Insured or such person for the Insurer's own benefit any claim for indemnity or damages or otherwise and the Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Insurer may require.
- (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 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 this Policy.
- (e) (i) The Insurer may cancel this Policy by giving seven (7) days' notice by registered letter to the Insured at his last known address. 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. The Insured may cancel

the Policy by giving seven (7) days' written notice and (provided no claim has arisen during the Period of Insurance and the current certificate of insurance has been returned to the Insurer on or before the date of cancellation) the Insured shall be entitled to a return of the premium paid less the premium calculated at the following short period rates for the period this Policy has been in force. For the avoidance of doubt, if a claim has been paid under this Policy on a total loss basis, there shall be no refund of premium from the Insurer to the Insured, even if the Policy is cancelled.

(ii) Short period rates

The amount of premium to be returned upon cancellation of the Policy by the Insured is calculated by reference to the following scale, subject to the minimum annual premium of HKD 1,300 having been paid by the Insured for the Period of Insurance.

Period (not exceeding)	
One (1) month	25% of annual premium
Two (2) months	35% of annual premium
Three (3) months	45% of annual premium
Four (4) months	55% of annual premium
Five (5) months	65% of annual premium
Six (6) months	75% of annual premium
Seven (7) or eight (8) months (exceeding) eight (8) months	85% of annual premium Full annual premium

- (f) If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, the Insurer shall not be liable to pay or contribute more than its ratable proportion of any loss, damage, compensation, costs or expenses provided always that nothing in this paragraph 18(f) shall impose on the Insurer 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 the 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 ninety (90) days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.
The law of this arbitration clause shall be Hong Kong law and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English.
It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy or the certificate of insurance. 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 or the certificate of insurance 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 or the certificate of insurance.
- (h) This Policy and all certificates of insurance shall be governed by and interpreted in accordance with the laws and regulations of Hong Kong. Subject to paragraph 18(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) 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.

PART 9

(19) Claims services

Upon the happening of a traffic accident involving the 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 License 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 Motor Car;
 - (iv) estimate of repair, if available; and
 - (v) screening breath test report of the driver involved, if any.
- (c) forward all correspondences from third party and/or police summons to the Insurer for handling.

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

Hotline: +852 2903 9388

Direct fax: +852 2968 1660

PART 10

(20) Extra benefits

Note: All the extra benefits from (a) to (m) are applicable to Comprehensive cover policy. As to Third Party Only cover and Third Party Fire & Theft cover policy, only (k) to (m) are applicable and (g), (h) and (i) are at the Insured's own cost.

(a) Claim-free discount protection

Notwithstanding paragraphs 16(c) and (d), if the total amount of claims incurred under any sections of the Policy in any one period of insurance does not exceed HKD 50,000 after the application of any excess specified in the Schedule, the Insured shall be entitled to a CFD on premium at renewal. The CFD is determined by the Insurer taking into account factors including but not limited to the CFD Group stated in the table under paragraph 16, the age of the driver and the year of manufacture of the Motor Car.

It is hereby agreed that all claims shall be accounted for and this extra benefit section shall not apply in the event the CFD on premium 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 Insurer agrees 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 (12) 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 (12) months from the date of manufacture thereof;
- (iv) the make and model of the Motor Car is available in the Hong Kong Special Administrative Region;
- (v) the modifications, if any, are excluded;
- (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) the net purchase price of the replacement car does not exceed the insured value of the Motor Car; and
- (viii) written consent of the Insurer must be obtained before replacement.

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

(c) Compensation for car damage (applicable to loss or damage to Motor Car and Motor Car not exceeding six (6) years from date of manufacture)

In respect of loss or damage to the Motor Car and the Motor Car repair is done by a motor vehicle repairer designated by the Insurer which is specified in the Zurich Garage-Pro Services as updated by the Insurer from time to time, the Insurer agrees to indemnify the Insured on the actual repairing and spare parts replacement costs (subject to the claims excesses applicable to Section 1 as specified in the Schedule) and the Insured is not required to bear the amount of Betterment Contribution.

This benefit is only applicable to Motor Car not exceeding six (6) years from the year of manufacture printed in the vehicle registration document issued by the Transport Department.

(d) Medical expenses and personal accident protection

The following paragraph is incorporated into paragraph 15 of Section 3 Indemnity of medical expenses.

In addition to the above, the Insurer and the Insured agree 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 Insurer shall pay HKD 100,000 in total as compensation.

(e) Additional medical expenses

The Insurer and the Insured agree that the limit of indemnity under paragraph 15 of Section 3 – Indemnity of medical expenses for the Insured or the Insured Driver(s) is increased to HKD 5,000.

(f) Free windscreen cover

In respect of loss or damage to the front windscreen of the Motor Car only, where the repair or replacement is done by a motor car windscreen repairer designated by the Insurer, paragraph 7(d) of section 1 of this Policy shall not be applicable.

(g) 24-hour emergency roadside services

In any event of mechanical breakdown of, defect having occurred in or accident to the Motor Car, the Insurer 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 Insurer shall at its 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 Insurer reserves the right to suspend the services provided under this extra benefit section.

The maximum liability of the Insurer under this extra benefit section is HKD 2,000 in each and every assistance case.

(h) 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 Insurer shall at its 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 the 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 Insurer reserves the right to suspend the services provided under this section. The maximum liability of the Insurer under this section is HKD 2,000 in each and every assistance case.

(i) 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 (48) hours from such accident; or
- (ii) discovered stolen and is not found within forty-eight (48) hours after such discovery,
 - (a) the Insurer shall at 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 Insurer and may not be identical to the Motor Car;
 - the Insured is responsible for 20% of the car rental expense;
 - the Insurer is not responsible for the delivery of the substitute car;
 - only the Insured or any of the Named Driver(s) specified in the 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 will be arranged by the Insurer; or
 - in the event of the Motor Car being stolen, the statement reporting the loss to the police shall be produced by the Insured.

The Insurer 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 Insurer under this section is HKD 4,000 in each and every accident. The Insurer shall only be liable for its proportion of the actual rental costs. All other costs are the responsibility of the Insured. For the purpose of providing the benefits under this section, the Insurer 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. If the car rental contractor nominated by the Insurer does not make the substitute car available, the Insured may upon agreement of the Insurer, arrange a substitute car of make and model equivalent to the Motor Car and the Insurer shall reimburse the Insured the expenses incurred therefor according to the terms and conditions under this section.

- (b) Alternatively, if the Insured does not request for the above temporary substitute vehicle, the Insured may claim for the expenses of taxi fees by providing the Insurer receipts in support. The Insurer will reimburse the Insured the expenses of taxi fees incurred from the date of accident up to and including the date on which the repair of the Motor Car is duly completed or in the event of the Motor Car being stolen, from the date the car was stolen, up to and including the day on which the Motor Car is recovered and first handed over to the Insured. The maximum liability of the Insurer under this section is HKD 2,000 in each and every accident.

(j) Claims recovery service

- (i) A claims recovery service will be provided by the Insurer to pursue recovery of claims excess(es) of the Insured referred to in Section 1 incurred as a result of an accident occurring in the Hong Kong Special Administrative Region which:
 - has been reported to the Insurer and compensation has been paid by the Insurer for the damage to the Motor Car; and
 - is attributable to the negligence on the part of the third party(ies) who is/are convicted of traffic offence(s).
- (ii) The Insurer reserves its right to decide whether to take or discontinue any recovery action at its absolute discretion. The Insurer does not guarantee the results of a recovery action and the Insurer shall not bear any legal responsibility for the failure of any action.

- (iii) The Insured is required to render full assistance and co-operation with the Insurer in the course of the recovery action.
- (iv) Legal costs and all relevant disbursements which are necessarily incurred in a recovery action will be jointly borne by the Insured and the Insurer in accordance with the proportion of their respective claims.
- (v) Upon successful recovery, the Insurer shall refund the claim excess(es) to the Insured less any fees/expenses incurred by the Insurer in pursuing the recovery.

(k) Electric car charger third party legal liability

Subject to the Policy limits of liability, conditions and exceptions, the Insurer shall indemnify the Insured and/or the Insured Driver against all sums including claimant's costs and expenses which the Insured and/or such Insured Driver shall become legally liable to pay and other costs and expenses incurred by or on behalf of the Insured and/or such Insured Driver with the Insurer's written consent in respect of:

- (i) damage to third party property; and/or
- (ii) death of or bodily injury to any person (except injury for which compensation is being claimed by the injured person or any dependent from the Insured and/or Insured Driver under the Employees' Compensation Ordinance) not a member of the Insured's or Insured Driver's family, or not being in charge or under the control of the Insured or Insured Driver, or of a person acting on behalf of the Insured or Insured Driver, or engaged in his service at the time of death or bodily injury; and such death or bodily injury

arising from an accident caused by or due to the direct and proper use of an Electric Car Charger while charging the Motor Car within the Geographical Area.

The maximum limit of indemnity is HKD 2,000,000 per accident and per period of insurance.

In respect of any accident giving rise to a claim for indemnity against liabilities for third party property damage, the Insurer shall not be liable for the first HKD 5,000 of such claim.

Electric Car Charger means a public or private electric car charger is installed by licensed electrician within the Geographical Area.

For the avoidance of doubt, paragraphs 10(c), 11, 12(a) to 12(d) and 12(f) apply to this paragraph 20(k).

(l) 24-hour traffic regulation enquiry service

The Insurer 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 Insurer shall not be liable to provide information or advice beyond its capacity or for loss or damage resulting therefrom.

The Insured shall obtain independent legal advice if necessary.

(m) 24-hour claims enquiry service

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

Hotline (24-hour): +852 2886 3977

Remarks:

- (i) Extra benefits in paragraph 20 are subject to specified limits.
- (ii) Sub-paragraphs (g) to (i), (l) and (m) are services provided by the service provider nominated by the Insurer. The Insurer shall not be held responsible for any act or failure to act on the part of the service providers or any disputes arising between the Insured and the service provider.
- (iii) Services in sub-paragraphs (g) to (j) are provided in the Hong Kong Special Administrative Region only and are not applicable to accidents or breakdowns outside the Hong Kong Special Administrative Region.
- (iv) The Insured is reminded to report any traffic accident to the Insurer for completion of the accident report form without delay.

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.