

商用汽車保險單

COMMERCIAL MOTOR VEHICLE POLICY

對本保險適用的保險單各節條款，請參閱承保表內“提供之保險”一項及任何修改批單
For the Sections of the Policy applicable to this Insurance refer to "Insurance Provided"
in the Policy Schedule as amended by any Endorsement

茲根據被保險人填具之要保聲明明書，並鑒於被保險人已給付或同意給付保費，特出立本商用汽車保險單。被保險人同意該要保聲明明書作為訂立本保險契約的基礎並視作本保險的組成部份。

本公司按照本保險單內所載條款，除外責任，所附批單(以下統稱為「本保險單條款」)，對於在保險期間發生的事件承擔以下保險責任：

Whereas the Insured by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

Now this Policy witnesseth that in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy)

第一節 對汽車的保險

- 損失或毀壞**
- 本公司對被保險人所保汽車及車上附件及備用零件的損失或毀壞負責賠償。
本公司對此項損失或毀壞得以現金賠付或者對該汽車或其任何部份或備用零件予以修理、復原或替換。
本公司的責任不超過該損失或毀壞部份的價值加上裝配該等部份的合理費用。本公司的責任僅限於此項損失或毀壞發生時該汽車的合理市價，但不超過被保險人在承保表內所列的估計價值。
如該汽車及/或其配件發生損失或毀壞需要進行修理而所需部件不能在修理地區取得存貨供應者，或本公司選擇以現金賠付此項損失或毀壞，則本公司對該部份的賠償責任僅限於：
(甲) (i) 該部件的製造廠或其在那地區之代理商所發的最新目錄表或價格表上所列的價格；或者
(ii) 如無此項目錄表或價格表，則以上次自該製造廠取得的價格加上裝運(空運除外)到修理該汽車的地區合理的運費及有關進口稅。
(乙) 加上裝配該部件於車上的合理費用。
 - 如承保表列明此保險單的承保範圍是「第三者附加火災、盜竊險」，本公司在本節條款下的責任僅限於火災、自然、閃電、爆炸、盜竊或企圖盜竊所造成的損失或毀壞。
- 對火災、盜竊的責任限度**
- 租購合約或抵押**
- 如本公司知悉該汽車是在租購合約或動產抵押契據下所持有的汽車，則任何現金賠付應付給該租購合約所述之車主，或該動產抵押契據上所述之受抵押人。該車主或受抵押人簽發之收據應作為承認本公司已完全及最終履行了對該損失或毀壞的賠償責任。
- 意外事件後保護及搬移汽車**
- 授權修理汽車**
- 如該汽車由於本保險單所承保的損失或毀壞以致不能行駛，本公司將在責任限額之內承擔保護該汽車，將其移至最接近的修理工場，以及在發生該損失或毀壞的地區內運送該汽車的合理費用。
 - 被保險人對本公司在本保險單項下可能負責的損壞可授權進行必要修理，但須遵守下列條件：
(甲) 修理費估價不超過「授權修理限額」；
(乙) 詳細估價單應即送交本公司

SECTION I - INSURANCE ON THE MOTOR VEHICLE

- Loss or Damage**
- The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and its accessories and spare parts whilst thereon.
At its own option the Company may pay in cash the amount of the loss or damage or may repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts
The liability of the Company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts it being understood that the Company's liability shall be limited to the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of value stated in the Schedule.
In the event of loss of or damage to the Motor Vehicle and/or its accessories necessitating the supply of a part not obtainable from stocks held in the Geographical Area in which the Motor Vehicle is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part shall be limited to
(a) (i) the price quoted in the latest catalogue or price list issued by the Manufacturer or his Agents for the country in which the Motor Vehicle is held for repair or
(ii) if no such catalogue or price list exists the price last obtained at the Manufacturer's Works plus the reasonable cost of transport otherwise than by air to the country in which the Motor Vehicle is held for repair and the amount of the relative import duty and
(b) The reasonable cost of fitting such part.
 - If the Policy cover is stated in the Schedule to be "Third Party Fire and Theft" the Company shall be liable under this Section solely for loss or damage resulting from fire self-ignition lightning explosion theft or attempted theft
- Limitation to Fire and Theft**
- Hire Purchase Agreement or Mortgage**
- If the Company knows the Motor Vehicle is the subject of a hire purchase agreement or a bill of sale by way of mortgage any payment in cash shall be made to the owner described in the hire purchase agreement or to the mortgagee described in the bill of sale whose receipt shall be a full and final discharge to the Company in respect of such loss or damage
- Protection and Removal after Accident**
- If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy the Company will subject to the Limits of Liability bear the reasonable cost of protection and removal to the nearest repairers and of delivery within the Geographical Area where the loss or damage was sustained
- Authority to Repair**
- The insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that
(a) the estimated cost of such repair does not exceed the Authorised Repair Limit
(b) a detailed invoice of the cost is forwarded to the Company without delay

第一節的除外責任

本公司對下列各項不負責賠償

- (甲) 後果損失 (丙) 輪胎毀壞(除非該輪胎與該汽車其他部份同時毀壞) (戊) 本保單所規定的任何自負額
(乙) 折舊、自然損耗、機件或電器故障、失靈或破損 (丁) 由於超載或壓力而引致之毀壞

EXCEPTIONS TO SECTION I

- The Company shall not be liable to pay for
- consequential loss
 - depreciation wear and tear mechanical or electrical breakdowns failures or breakages
 - damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time
 - damage caused by overloading or strain
 - any excess provided for in this Policy

第一節 適用的強制自負額

本公司按承保表“自負免賠額”所載不負責賠償本保險單第一節條款規定所付的任何支出(或任何少於該數額的支出)。
如本公司支付的款項中包括被保險人按本條款規定應負責的款項，被保險人應立即將該款項償還本公司。
在本條款內使用之「事件」一詞的意義是指由同一個原因產生與該汽車有關的一件事件或一連串事件。

COMPULSORY EXCESS APPLICABLE TO SECTION I

The Company shall not be liable for the first amount referred in the schedule (or any less expenditure which may be incurred) of any expenditure for which provision is made under Section I of this Policy

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereunder such amount shall be repaid by the Insured to the Company forthwith

For the purpose of this Clause the expression "event" shall mean an event or series of events arising out of one cause in connection with the Motor Vehicle

第二節 對第三者的責任

- 對被保險人的賠償 1. 本公司根據責任限額及管轄地區司法權條款對被保險人下述應負責之一切款額給予賠償包括其應在法律上負責的索賠人各項費用及開支在內：
 - (甲) 造成任何人士的死亡或身體傷殘
 - (乙) 造成財物的損失
 此等死亡或身體傷殘或財物的損失乃由於該汽車或該汽車的客貨上落所引起或涉及的意外事故所造成。
- 對其他人士的賠償 2. 本公司根據責任限額司法權條款，對任何獲授權之司機下述應負責之一切款額給予賠償，包括其在法律上應負責的索賠人的各項費用與開支在內：
 - (甲) 造成任何人士的死亡或身體傷殘
 - (乙) 造成財物的損失
 此等死亡或身體傷殘或財物的損失乃由於該汽車或汽車的客貨上落所引起或涉及的意外事件所造成。
- 向法定承繼人賠償 3. 如本條款下有權獲得賠償的任何人士死亡，本公司將根據適用於該人士的條款及限制給予其個人法律代表賠償。
- 責任限額之應用 4. 意外事件中，根據本節條款應獲賠償之人士如不只一人，責任限額將視為應用於獲賠償之全體人士的賠償限額，並優先應用於被保險人。
- 出庭及辯護 5. 本公司有權自行決定：
 - (甲) 安排代表出席對與本節項目下賠償有關的案件的任何審訊或死因研究
 - (乙) 就造成與本節賠償有關的任何事件的行為或控告在任何法庭上進行辯護
- 費用 6. 本公司將支付經本公司書面同意的一切費用及開支。

SECTION II - LIABILITY TO THIRD PARTIES

- Indemnity to the Insured 1. The Company will subject to the Limits of Liability and the Jurisdiction Clause indemnify the Insured against all sums including claimant's costs and expenses which the Insured shall become legally liable to pay in respect of
 - (a) death of or bodily injury to any person
 - (b) damage to property
 where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle
- Indemnity to other persons 2. The Company will subject to the Limits of Liability and the Jurisdiction Clause indemnify any Authorised Driver against all sums including claimant's costs and expenses which he shall become legally liable to pay in respect of
 - (a) death of or bodily injury to any person
 - (b) damage to property
 where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle
- Indemnity to Legal Representatives 3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his legal personal representatives in the terms and subject to the limitations which applied to such person
- Application of Limits of Liability 4. In the event of an accident involving indemnity under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured
- Representation and Defence 5. The Company may at its own option
 - (a) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under this Section
 - (b) 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 this Section
- Expenses 6. The Company will pay all costs and expenses incurred with its written consent

管轄地區司法權條款

本保險單內第二節所規定的賠償並不適用於非承保地區有法定權限管轄的法庭作出初審裁定之案件。

JURISDICTION CLAUSE

The indemnity under Section II shall not apply in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction within the Geographical Area

第二節的除外責任

本公司對下列各項概不負責

- (甲) 根據第二節之第2及第3項規定賠償任何人士
 - (i) 除非該人士遵守並履行本保險單對該人士適用的條款，並受其約束
 - (ii) 如果該人士有權依據其他保險單獲得賠償
- (乙) 由下列人士所僱用的任何人士從事於其受僱工作之過程中導致死亡或身體傷殘。
 - (i) 被保險人
 - (ii) 任何依據本節條款要求賠償的人士
 - (iii) 任何依據本節條款要求賠償人士之僱主
- (丙) 在公路和大道範圍之外，把需要裝上該汽車的貨物搬運至該汽車或者將卸裝後的貨物搬離該汽車所造成或引致的死亡或身體傷殘或損害。
- (丁) 由該汽車運輸的財物或由下列人士所擁有或受託持有或保管或控制的財物的損壞
 - (i) 被保險人，或
 - (ii) 依據上列第二節之2項要求賠償的任何人士，或
 - (iii) 被保險人家屬成員或依據第二節之2項要求賠償的任何人士的家庭成員
- (戊) 由於車輛的震動或重量或所載的貨物造成任何橋樑、橋樑、高架橋、道路或其下任何物件所造成的毀壞。
- (己) 本保險單所承保的任何汽車所附帶的任何失靈機動車所受的毀壞。

EXCEPTIONS TO SECTION II

- The Company shall not be liable
 - (a) under sub-section 2 or 3 to indemnify any person
 - (i) unless such person shall observe fulfil and be subject to the Terms of this Policy in so far as they can apply
 - (ii) if such person is entitled to indemnity under any other 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) the Insured
 - (ii) a person claiming to be indemnified under this Section
 - (iii) the employer of a person claiming to be indemnified under this Section
 - (c) in respect of death or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom
 - (d) in respect of damage to property being conveyed by the Motor Vehicle or to property belonging to held in trust by or in the custody or control of
 - (i) the Insured or
 - (ii) any person claiming to be indemnified under sub-section 2 or
 - (iii) a member of the same household as the Insured or of the same household as any person claiming to be indemnified under sub-section 2
 - (e) in respect of damage by vibration or by the weight of the Motor Vehicle or of the load carried by the Motor Vehicle to any bridge weighbridge viaduct road or anything beneath
 - (f) in respect of damage to any disabled mechanically propelled vehicle attached to any motor vehicle in respect of which indemnity is provided by this Policy

有權追回款項

若本公司根據承保地區內任何地方法律規定或根據香港政府與香港汽車保險局之任何協議的規定必須給付款項，而根據本保險單之規定本公司並不需要負責此款項，則被保險人須將該款項照數退還本公司。

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by the law within the Geographical Area or by virtue of any Agreement between Government and the Motor Insurers Bureau of Hong Kong to pay an amount for which the Company would not otherwise be liable under this Policy the Insured shall repay the amount to the Company

無賠償記錄折扣

如在下列續保期前之保險期內在本保險單項下無賠償發生，則續保期的保險費可得到下列折扣：

保險期限	折減
續保前一年.....	百分之十
續保前連續二年.....	百分之二十
續保前連續三年.....	百分之三十

本保險單所保之標的物如經本公司同意轉讓，則出讓人在保期內享有之折扣利益不得歸給受讓人以計算使其獲得折扣的優待。
如承保表內所載的汽車不只一輛則無賠償紀錄之折扣應視每一輛汽車分別擁有自己的保單來處理。

NO CLAIM DISCOUNT

In the event of no claim being made or arising under this Policy during a period of insurance specified below immediately preceding the renewal of the Policy the renewal premium shall be reduced as follows :-

Period of Insurance	Reduction
The preceding year	10%
The preceding two consecutive years.....	20%
The preceding three or more consecutive years.....	30%

If the Company shall consent to a transfer of interest in this Policy the period during which the interest was in the Transferor shall not accrue to the benefit of the Transferee If more than one Motor Vehicle is described in the Schedule the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle

除外責任

本公司對下列各項概不負責：

- 在下列情況下引致、遭受或發生的任何事故而引致的損失、毀壞或責任：
 - 在承保地區範圍以外
 - 依據被保險人的指令或經其准許或在其知情下，本保險所承保的任何汽車
 - 並未遵照保險單之“使用限制”予以使用；
 - 並非由授權司機或受其指揮的人駕駛
- 由於被保險人並未遵守及履行一切有關運載危險品的規定、條例或要求，不論該等規定、條例或要求是否由消防處或其他政府部門所頒佈或是否任何法例之一部份而引起導致或造成的任何事故而致的損失、毀壞或責任。
- 下列直接或間接的起因或原因所引起、促成、導致或關連的任何事故、損失、毀壞或責任(為了履行汽車保險(第三者責任險)條例的規定而需負之責任除外)
 - 戰爭、敵侵、外敵行動、衝突、或類似戰爭行為(不論是否宣戰)、內戰、叛變、造反、革命、叛亂、軍事或篡奪權力
 - 罷工、暴動、內亂
 - 扣押、沒收、充公或企圖扣押、沒收、充公
 如被保險人對上述情況要求賠償，則被保險人必須證明此項事故、損失、毀壞或責任之發生與上述各項絕無關連，如不能提供此項證明，則本公司對該項賠償要求概不負責。
- 任何合約規定而需負擔之責任，指若無該項合約，則原不應負擔之責任。
- 要求賠償的任何人士有權從其他一方獲得賠償但因該人士與該一方訂有合約以致未能獲得賠償的任何款項。
- 直接或間接由於核子游離輻射或任何核子燃料或核子燃料燃燒(核子燃燒包括自發的核子分裂在內)後所產生的廢料所引致的輻射或污染而造成、導致或引起的
 - 任何財物的意外事故、損失或毀壞或由此造成的任何損失費用或後果損失
 - 任何性質的責任
- 因核子武器材料而直接或間接造成、促成或引起之事故、損失、毀壞或責任。

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

- any accident loss damage or liability caused sustained or incurred
 - outside the Geographical Area
 - whilst on the Insured's order or with his permission or to his knowledge any Motor Vehicle is
 - being used otherwise than in accordance with the Limitations as to Use
 - being driven by any person other than an Authorised Driver or is for the purpose of being driven by him in the charge of such person
- any accident loss damage or liability caused by or contributed to by or arising from any failure by the Insured to comply with and observe all provisions regulations or requirements relating to the carriage of dangerous goods whether such provisions regulations or requirements are issued by the Fire Services or any other Government Department or form part of any Statutory Ordinance
- any accident loss damage or liability (except so far as 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
 - war invasion act of foreign enemy hostilities or warlike operations (whether the war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power
 - strike riot civil commotion
 - detention seizure confiscation or any attempt thereof
 or by any direct or indirect consequences of any of the said occurrences an in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim
- any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- any sum which any person claiming to be indemnified would have been entitled to recover from any party but for an agreement between any such person and such party
 - any accident loss or damage to any property whatsoever or any loss or expense whatsoever arising or arising therefrom or any consequential loss
 - any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission
- any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material

此為商用汽車保險單之組成部份：(詳細資料請參閱各節適用條款)

The following wordings are being part of COMMERCIAL VEHICLE Policy: - (Please refer to the operative sections for details)

承保範圍	適用之各節條款	強制自負額
全險	第一、二節	第一節：3,000元
第三者附加火災、盜竊險	由第一節(2)項條文所修正之第一節條款與第二節	盜竊、企圖盜竊或火災：3,000元
第三者責任險	第二節	無

Cover Applicable	Operative Sections	Compulsory Excesses
Comprehensive	Section I and II	\$3,000 in respect of Section I
Third Party Fire & Theft	Section I as amended by sub-section 2 and Section II	\$3,000 in respect of theft or attempted theft or fire
Third Party	Section II	Nil

責任限額：在下列各節條款下本公司之責任限額

- 第一節4項(保護及搬移汽車)..... 議定修理費的百分之二十
- 第二節1(甲)及2(甲)項(對第三者責任-死亡或身體傷殘)規定下由一次事件所引起的任何一個賠償要求或一連串賠償要求..... 100,000,000元
- 第二節1(乙)及2(乙)項(對第三者責任-財物損失)規定下由一次事件所引起的任何一個賠償要求或一連串賠償要求..... 1,000,000元

授權修理權限：(第一節5(甲)項)..... 1,000元

- Limits of Liability: Limit of the amount of the Company's liability under
- Section I - 4 (Protection and Removal)..... 20% of the agreed cost of repairs
 - Section II - 1(a) and 2(a) (Liability to Third Parties - death or bodily injury) in respect of any one claim or series of claims arising out of one event..... \$ 100,000,000
 - Section II - 1(b) and 2(b) (Liability to Third Parties - property damage) in respect of any one claim or series of claims arising out of one event..... 1,000,000
- Authorised Repair Limit: (Section 1 - 5(a))..... \$1,000

承保地區範圍：香港及其港口範圍(專載汽車的船舶在此範圍內航行並起落客貨)
Geographical Area: Hong Kong and the harbour limits for the purpose of transit by sea (including incidental loading or unloading)

使用限制：(請參閱承保表)

LIMITATION AS TO USE: (Please refer to the Schedule attached hereto)

- LZ301 (甲) 用作有關於被保險人的業務或租用本車輛的任何人的業務；
(乙) 用作社交活動、家庭或娛樂用途
本車可用作搭載乘客(出租或收費除外)
本保險單概不承保該車：-
- 用作賽車、性能試驗、試速或試車
 - 用作拖帶車輛，但拖帶一輛機器失靈的機動車則不在此限
 - 用作出租或收費而搭載乘客。
- LZ301 (a) Use in connection with the Policyholder's business or the business of any person to whom the Motor Vehicle is hired.
(b) Use for social domestic and pleasure purposes.
Whilst the vehicle is so used the carriage of passengers (other than for hire or reward) is permitted.
The Policy does not cover :-
- Use for racing pacemaking reliability trial or speed testing.
 - Use whilst drawing a trailer except the towing of any one disabled mechanically propelled vehicle.
 - Use for the carriage of passengers for hire or reward.

授權司機：(請參閱承保表)

AUTHORISED DRIVER: (Please refer to the Schedule attached hereto)

- ZD1 (1) 當本車輛用於被保險人的業務或當本車輛被任何人租用而用於其業務時
(甲) 被保險人
(乙) 為被保險人所僱用及受命於被保險人或為被保險人所允許的任何其他人。
(丙) 租用本車輛的任何人或為該租用者所僱用及受命於該租用者或為租用者所允許的任何人。

- (2) 當本車輛用作社交活動、家庭或娛樂用途時-
- (甲)被保險人
(乙)受命於被保險人或為被保險人所允許的任何其他人。
- ZD1 (1) Whilst the vehicle is being used in connection with the policyholder's business or the business of any person to whom the Motor Vehicle is hired.-
(a) The Policyholder.
(b) Any other person provided that he is in the Policyholder's employ and is driving on his order or with his permission.
(c) Any person to whom the vehicle is hired or any other person provided that he is in the employ of such hirer and is driving on his order or with his permission.
- (2) Whilst the vehicle is being used for social domestic or pleasure purposes.-
(a) The Policyholder.
(b) Any other person who is driving on the Policyholder's order or with his permission.

附加於保險單之條款 / 批文

Clause / Endorsements attached to the policy:

分期付款批單

茲同意承保表上所載之'分期付款所有人'(以下稱'所有人')是車主。該車是以分期付款所有人為一方,被保險人為另一方之間簽訂的分期付款合約之標的物。除非另外指明,'所有人'對本保單項下本車因損失或損毀(此等損失或損毀非修理、復原或更換所能補償)被保險人可得該款項之權益;然而,當'所有人'仍是此車的擁有者,則有關賠款數目應給予他們,他們接受賠款則被視作本公司對此等損失或損毀的責任完全解除。

除非另有訂明,本批單之任何內容不得修改,或影響有關被保險人和本公司在本保險單承保條文項下的權益或責任。

HIRE PURCHASE ENDORSEMENT

It is hereby understood and agreed that the "Hire Purchase Owner" shown on the Schedule (hereinafter referred to as the Owners) are the owners of the Motor car/vehicle and that the said Motor car/vehicle is the subject of Hire Purchase Agreement made between the Owners of the one part and the Insured of the other part, and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be payable to the Insured under this Policy in respect of loss of or damage to the said Motor car/vehicle (which loss or damage is not made good by repair, reinstatement or replacement) and such monies shall be paid to the Owners as long as they are the owners of the Motor car/vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights or liabilities of the Insured or the Company respectively under or in connection with this Policy or any condition or term thereof.

特別聲明:-

茲聲明本保險單對無人看管而車門及車窗未予鎖閉而致'無線電傳呼機'或'無線電話機'或'收音錄音機'被盜竊所致之損失或損壞不予負責。

Warranty :-

Warranted no cover for loss or damage caused by theft of the 'Radio Call' or 'Radio-telephone' or 'Radio-cassette' insured under the Schedule of this Policy while the insured vehicle is left unattended without doors locked and windows securely fastened.

Endorsement-so far as applicable

284. 車輛工具從事行業、操作除外責任
本公司不負責賠償由於車輛附設工具操作時所引致的
(1) 本保險單第一節項下車輛的損失或損毀。
(2) 本保險單第二節項下之責任。除非依據汽車保險(第三者責任)法例的規定應負責任者。
284. Exclusion of Tool of Trade use
The Company shall be under no liability
(a) under Section I of this Policy in respect of loss of or damage to the Motor Vehicle
(b) under Section II of this Policy, except as far as is necessary to meet the requirements of the Motor Vehicle Insurance (Third Party Risks) Ordinance in respect of liability incurred by the Insured arising out of the operation as a tool of the Motor Vehicle or of any plant forming part of the Motor Vehicle or attached thereto.

保險條款

- 釋義 1. 本保險單及承保表內所記載均為本契約之組成部份,保險單或承保表內任何部份已具有時定含義的任何詞或詞組,在任何其他部份均應以相同的特定含義解釋之。
- 被保險人的責任 2. 被保險人必須遵守並履行本保險單關於被保險人或要求賠償之任何人士必須做或不得做任何事情的條款,而且被保險人在投保書內所述及所答各項均須真實,此應作為本公司依據本保險單項下給付賠款的先決條件。
- 書面通知 3. 有關本保險單項下事宜致本公司的任何通知或訊息,均須以書面送達本公司。
- 保養汽車 4. 被保險人必須採取一切合理措施,防止該汽車遭受損失或毀壞,並維修保養該汽車以維持其有效性能,本公司有權在任何時候檢驗該汽車或其任何部份或詢問被保險人的任何司機或僱員。當該汽車發生意外或故障時,不得讓其無人照管而不採取預防措施,藉以防止進一步的損毀。如該汽車未經必要修理即予使用致使汽車損毀擴大或造成進一步的損毀,均不包括在本保險單賠償範圍之內。
- 通知發生事故 5. 如過可能導致本保險單項下之賠償要求的任何事故,被保險人須儘速把詳情通知本公司。被保險人收到每一信件、索賠要求、告票、傳票及訴訟書時須及時通知或遞交本公司,被保險人或任何要求賠償之人士一經獲悉即將進行有關事故的任何起訴,審訊或死因研究,並須立即書面通知本公司。如發生可能引起本保險單範圍內賠償要求的盜偷竊或其他犯罪行為時,被保險人須立即通知警署,並與本公司合作、協助警方拘獲罪犯。
- 索償手續 6. 未經本公司同意,被保險人或任何要求賠償之人士不得對索賠要求作出任何承認、提議、承諾或賠款。本公司如認為必要,得以被保險人或要求賠償人士的名義進行辯護或解決賠案,或為維護本公司之利益以被保險人或要求賠償人士之名義進行訴訟、追償損失或其他維護權益行為,本公司並有全權進行任何訴訟或解決賠案。在本公司要求下,被保險人或要求賠償之人士應向本公司提供一切資料及所需的協助。
- 償付責任限額 7. 在引起本保險單第二節(乙)及第二節2(乙)項承保範圍內的一次或一連串賠償要求的事件發生後,本公司得在任何時候根據該節規定責任範圍照數賠付予被保險人或任何要求賠償之人士而不予辯護、和解或訴訟,本公司對由此而引起的被保險人或要求賠償之人士的任何損失均不負責,本公司放棄辯護、和解或訴訟後亦不負責被保險人或任何要求賠償人士或任何索賠人或其他人在任何情況下發生的任何訴訟費用或其他支出。
- 其他保險 8. 發生本保險單承保範圍內的賠案時,如有任何其他保險單承保同一損失、毀壞或責任,本公司僅按所應承擔的比例賠償有關損失、毀壞、賠款費用或開支,但本條款之規定不應視為增加本保險單第二節的除外責任(甲)(i)項所規定的本公司可免除的責任。
- 取消保險單 9. 本公司得以七天期的通知,以掛號郵件寄至為本公司所知曉的被保險人的最後地址,取消本保險單。在此情形下,本公司將把被保險人已付的保險費扣除保險單已生效期間按日計算的保險費後退還被保險人。被保險人可於任何時間內以七天期的通知取消本保險單,須在現行保險期內沒有賠款發生則被保險人所繳保費,於扣除按本公司規定的短期費率表計算其保險單已生效期間的保費後(倘有餘額者),可獲退還。
- 仲裁 10. 因本保險單引起的所有爭議,必須提交仲裁人決定,該名仲裁人由爭議雙方以書面委任。如雙方對人選意見不一致,則在任何一方以書面要求委任仲裁人後一個月內由每一方以書面各委任仲裁人一名,並將爭議提交該兩名仲裁人裁決。如果該兩名仲裁人爭議意見不一致,則應在裁決之前由該兩名仲裁人以書面委任一名公斷人、公斷人與兩名仲裁人一同開會並任主席。在公斷人作出裁決之前,被保險人不得對本公司起訴。如果本公司拒絕被保險人的賠償要求而被保險人在其要求被拒絕後十二個月內不根據本條款規定把賠償要求請諸公斷,則作放棄賠償要求論,此後將不能再獲賠償。

CONDITIONS

- Interpretation 1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear
- Insured's Duty 2. The due observance and fulfillment of the Terms of this Policy in so far as they relate to anything to be done or not to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy
- Written Notice 3. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company
- Care of Motor Vehicle 4. The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.
- Notification of Accidents 5. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt Notice shall also be given to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender
- Claims Procedure 6. No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company which shall be entitled if it so desires to take over the 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 its own benefit any claim for indemnity or damages or otherwise and 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 Company may require
- Payment of Limits 7. At any time after the happening of any event giving rise to a claim or series of claims under Section II - 1(b) and Section II - 2(b) of this Policy the Company may pay to the Insured or any person claiming to be indemnified the full amount of the Company's liability under Section II - 1(b) and Section II - 2(b) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or such person or by any claimant or other person after the Company shall have relinquished such conduct
- Other Insurance 8. If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company 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 Condition shall impose on the Company any liability from which but for this Condition it would have been relieved under Exception (a) (ii) to Section II of this Policy
- Cancellation 9. The Company may cancel this Policy by sending seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the time during the current Period of Insurance the Policy has been in force or the 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(s) of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company's Short Period rates for the time during the current Period of Insurance the Policy has been in force
- Arbitration 10. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference of if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company If the Company shall disclaim liability for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder