



® **Sun Flower Insurance Brokers Limited**

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Thank you for considering Sun Flower to be one of your selected intermediaries.

We are pleased to get in touch should you have any enquiry regarding the captioned insurance.

Private Motor Car Insurance Policy

Please read this policy carefully.
Should you have any queries, please call our CS Hotline.

請細閱本保單。
如有任何查詢，請致電客戶服務熱線。

Please read this Policy and Schedule and the Certificate of Motor Insurance and make certain that they are in accordance with your requirements.

(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 this Policy in respect of any Event occurring during the Period of Insurance specified in the Schedule; and
- (d) the following shall be conditions precedent to any liability of the 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 contents and statements in 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 **Target 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) "Driving Named Driver" means the Named Driver specified in the Schedule who is driving the Motor Car when the accident occurs.
- (g) "The Motor Car" means the motor car specified in the Schedule.
- (h) "The 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.
- (i) "The Proposal and Declaration" means any signed or electronically submitted proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution thereof.
- (j) "The Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.
- (k) 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 "Operative Insurance Cover" in the Schedule is stated to be "Comprehensive", Section (I), (II) and (III) of this Policy are operative.
- (b) Where the "Operative Insurance Cover" in the Schedule is stated to be "Third Party Risks", only Section (II) of this Policy is 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 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 a hire purchase owner 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 hire purchase owner 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 authorise 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 are 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 repairer.

(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 inquiry 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 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 (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 the Hong Kong Airport (Restricted Areas) Regulations apply except in so far as may be necessary solely to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance, Cap. 272.

(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 section 13(a) will 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 Applicable to Third Party Property Damage"** 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 Applicable to Third Party Property Damage"** 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 Applicable to Third Party Property Damage"** specified in the Schedule.
- (c) In the event of a claim under Section (II)
 - (i) if section 13(a) and any or more of sub-sections 13(b)(i), 13(b)(ii) and 13(b)(iii) 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 sections 13(a), or 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 person on whose account the payment is made (whether that person is the Insured or any other person) 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) NO CLAIM 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:

<u>Periods of Insurance</u>	<u>The Discount (On Renewal Premium)</u>
One year	20%
2 consecutive years	30%
3 consecutive years	40%
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 40% 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 20% or 30% 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 the 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 is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance, Cap. 272) 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 thereat;
 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 ionising 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) the Insurers shall not be liable under this Policy in respect of any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being 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 or drugs 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, blood, or urine for testing or analysis as required by law.
- (g) any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action suit or other proceedings where the Insurers allege that by reason of paragraph 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 and in respect of notice or communication to the Insured to his address specified in the Schedule.
- (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 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 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 the 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 (HKD500) charged by Insurers:

<u>Period</u>	
(not exceeding)	1 month.....20% of annual rate
	2 months.....30% of annual rate
	3 months.....40% of annual rate
	4 months.....50% of annual rate
	5 months.....60% of annual rate
	6 months.....70% of annual rate
	7 or 8 months.....80% 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 sub-paragraph 18(e)(i) 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, 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. All unresolved disputes shall be determined by arbitration in accordance with Arbitration Ordinance, Cap. 609, Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. If the parties fail to agree upon the choice of arbitrators, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy. Irrespective of the status or outcome of any form of alternative dispute resolution, if the Insurers deny or reject liability for any claim under this Policy and the Insured does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of the Insurers' disclaimer, the Insured's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy.
- (h) This Policy is subject to the exclusive jurisdiction of Hong Kong Special Administrative Region and is to be construed according to the laws of Hong Kong Special Administrative Region.

(19) CLAIMS SERVICES

Upon the happening of a traffic accident involving the 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 Motor Car;
 - (iv) estimate of repair, if available.
- (c) forward (and without answering) 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: 2926 2926

Direct fax: 2789 1172

(20) EXTRA BENEFITS (I)

Note: All the Extra Benefits are applicable to Comprehensive-cover Policies.

(1) No Claim Discount Protection

In respect of Section (I) cover, notwithstanding paragraph 16, the Insured shall, at renewal, be entitled to the same percentage of No Claim Discount as under the current Policy provided that the total amount of the claim or claims made under the Policy in any one period of insurance does not exceed HKD60,000 or 15% of the Insured Value as stated in the Schedule, whichever is the less, after deducting any excess payable by the Insured.

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 No Claim Discount is to be transferred to any other insurance company for whatever reason including non-renewal by both parties.

(2) 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:

- (a) the Insured is the first registered owner;
- (b) the loss occurs within the first twelve months of the first registration of the Motor Car with the Transport Department;
- (c) the first registration of the Motor Car with the Transport Department must be made within twelve months from the date of manufacture thereof;
- (d) the make and model of the Motor Car is available in Hong Kong Special Administrative Region;
- (e) the modifications, if any, are deducted;
- (f) additional accessories and equipment, other than optional accessories and equipment installed by Motor Car manufacturer and the value of which is insured, are excluded;
- (g) the net purchase price of the replacement car does not exceed the insured value of the Motor Car; and
- (h) 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 the Policy as if this extra benefit section does not apply.

(3) Front Windscreen Cover

In respect of each loss or damage occasioned to the front windscreen only where the repair is carried out by the Insurers' appointed repairers, the Insured has to bear the first HKD500 of the repair costs. If the repair is carried out by any other repairers, the Insured has to bear the first HKD1,500 of the repair costs. The maximum liability of the Insurers is HKD6,000 per year in respect of this extra benefit section.

Paragraph 7(d) of Section (I) of the Policy shall not be applicable where this extra benefit is claimed. The No Claim Discount shall not be affected by the claims made under this extra benefit section.

(4) Claims Recovery Service

The Insurers agree to,

- (a) in the event of the Insurers having paid a claim under the 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 the claims excesses 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 No Claim 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 No Claim Discount;

- (b) in the event of the adjusted claims being under claims excesses or the cover granted being Third Party only, 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.

(5) Temporary Substitute Vehicle

If the Motor Car is:

- (a) immobilized, unfit or unsafe to be driven due to an accident (other than mechanical breakdown) and its damage requires a repair exceeding 48 hours, or
- (b) stolen and not found within 48 hours after discovery, at the request of the Insured, the Insurers shall arrange and pay for the rental charges of a substitute vehicle of similar make and model through an independent car rental company nominated by the Insurers provided that:
 - (i) 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;
 - (ii) in the event of the Motor Car being stolen, the stolen vehicle is immediately notified to the Police with report and statement confirming the date and time of loss obtained and lodged to the Insurers forthwith;
 - (iii) the choice on the make & model of substitute vehicle is at the discretion of the Insurers and may not be the same as the Insured vehicle;
 - (iv) the Insurers is not responsible for the delivery of the substitute vehicle;
 - (v) only the Insured or the Named Driver specified in the Policy can be registered as the driver of the substitute vehicle;
 - (vi) the Insured shall upon claiming for this extra benefit comply with the terms and conditions of the lease agreement with the car rental company;
 - (vii) the Insured shall bear 20% of the rental costs on each and every claim.

This Extra Benefit shall terminate when the repair work is duly completed or the stolen vehicle is recovered and handed over to the Insured in normal condition.

The maximum liability of the Insurers under this extra benefit section shall not exceed HKD6,000 inclusive of the rental and all associated charges for each and every claim, subject to a daily limit of HKD1,000.

(6) 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 appointed repairer 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 extra benefit section.

The maximum liability of the Insurers under this extra benefit section is HKD2,000 any one year.

24-Hour Hotline: 2926 2926

(7) 24-Hour Emergency Roadside Service

In any event of mechanical breakdown of, defect having occurred in or accident to the Motor Car, the Insurers shall provide 24-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 any one year.

24-Hour Hotline: 2926 2926

- Remarks:
- (a) The above extra benefits are subject to specified limits.
 - (b) Items (5) to (7) 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.
 - (c) Services in items (5) to (7) are provided in Hong Kong Special Administrative Region only and are not applicable to accidents or breakdowns outside Hong Kong Special Administrative Region.
 - (d) Be reminded report the traffic accident to the Insurers' office for completion of accident report form without delay.

(21) EXTRA BENEFITS (II) - PERSONAL ACCIDENT PROTECTION

Note: All the Extra Benefits are applicable to Comprehensive-cover Policies.

	Cover	Sum Insured
1	Death or Permanent Disablement	HKD200,000 per person to follow the compensation scale as below
	Benefit	Limit of Indemnity
2	Accidental Medical Expenses	Maximum HKD500 per visit & HKD5,000 per accident
3	Daily Hospital Cash Allowance	HKD300 per day & maximum 20 days (i.e. HKD6,000) per accident

(1) Death or Permanent Disablement

In the event that the driving "Named Driver" specified in the schedule sustains bodily injury by violent accidental external and visible means as the direct and immediate result of an accident to the Motor Car, and such injury shall within twelve (12) consecutive months result in death or disablement as defined under one of the Events in the Compensation Table, we shall pay to the Driving Named Driver the Sum Insured as stated in above table and in accordance with the Percentage of Sum Insured for the relevant Event as listed in the Compensation Table below.

Compensation Table

No.	Event	Percentage of Sum Insured
1	Death	100%
2	Permanent total disablement	100%
3	Permanent and incurable paralysis of all limbs	100%
4	Permanent total loss of sight of both eyes	100%
5	Permanent total loss of sight of one eye	100%
6	Loss of or the permanent total loss of use of two limbs	100%
7	Loss of or the permanent total loss of use of one limb	100%
8	Loss of speech and hearing	100%
9	Permanent total loss of hearing in (i) both ears	75%
	(ii) one ear	15%
10	Loss of Speech	50%
11	Permanent total loss of the lens of one eye	50%
12	Loss of or the permanent total loss of use of four fingers and thumb of (i) right hand	70%
	(ii) left hand	50%
13	Loss of or the permanent total loss of use of four fingers of (i) right hand	40%
	(ii) left hand	30%
14	Loss of or the permanent total loss of use of one thumb (i) both right joints	30%
	(ii) one right joint	15%
	(iii) both left joints	20%
	(iv) one left joint	10%
15	Loss of or the permanent total loss of use of fingers (i) three right joints	15%
	(ii) two right joints	10%
	(iii) one right joint	7.5%
	(iv) three left joints	10%
	(v) two left joints	7.5%
	(vi) one left joint	5%
16	Loss of or the permanent total loss of use of toes (i) all toes - one foot	20%
	(ii) great toe – both joints	7.5%
	(iii) great toe - one joint	5%
17	Permanent Disability not otherwise provided for under Events 9 to 16 inclusive, such percentage of the sum insured as we shall in our absolute discretion determine and being in our opinion not inconsistent with the Compensation provided under Events 9 to 16 inclusive.	

Compensation Conditions

- Benefit shall not be payable for more than one (1) of the Events 1 to 17 in respect of the same accident. Should more than one (1) of the Events sustain from the same accident, only the Event with the highest compensation will be payable under this Section.
- For any Event of which the compensation we have paid is less than 100% of the Percentage of Sum Insured, the Sum Insured as stated in the Schedule shall be reduced by such amount of compensation paid from the date of the accident until the expiry of this policy. Any claims made thereafter shall be calculated with the original Sum Insured multiplied by the Percentage of the Sum Insured of the relevant Event, but in no event shall the aggregate compensation payable exceed 100% of the Sum Insured as stated in the Schedule.
- For any partial disablement in relation to Events 2 to 16 inclusive or any other partial disablement not otherwise provided for under Events 2 to 16 inclusive which existed prior to an injury covered under the policy and which becomes totally disabled as a result of such injury, the Percentage of Sum Insured payable shall be determined by us having regard to the extent of disablement caused by the covered injury. However, no payment shall be made in respect of any disablement which was totally disabled prior to the injury covered under the policy.
- In the event that 100% of the Sum Insured is paid under this Section in respect of any Driving Named Driver, this Extra Benefits (II) cover shall then immediately cease to be in force.
- If the Driving Named Driver is left-handed and has specifically mentioned such fact to us, the percentages set out for Events 12 to 15 for the various disabilities of right hand and left hand will be transposed.

(2) Accidental Medical Expenses

It is hereby noted and agreed that the limit of indemnity under Section (III) Insurance – Indemnity of Medical Expenses for the Insured or the Insured Driver is replaced by the following paragraph.

In the event that the Driving Named Driver sustains bodily injury by violent accidental external and visible means, as the direct and immediate result of an accident to the Motor Car, we shall reimburse the Driving Named Driver the actual medical expenses which have already been paid to a duly registered medical practitioner, qualified nurse and/ or hospital. Such medical expenses include surgical expenses, X-ray expenses, hospital charges, nursing treatment expenses and/ or ambulance hire expenses; but excluding the cost of dental treatment unless such cost is necessarily incurred due to the necessary dental treatment for the sound and natural teeth of the Driving Named Driver and is caused by an accident (excluding denture and related expenses). In the event that the Driving Named Driver is entitled to a refund of all or part of such expenses from any other source, we will only be liable for the shortfall of the reimbursement amount which is not recoverable from any other source. The maximum liability of the Insurers under Accidental Medical Expenses for the Driving Named Driver shall be HKD500 per visit and HKD5,000 per accident.

(3) Daily Hospital Cash Allowance

In the event that the Driving Named Driver confined in a hospital for purpose other than rest or convalescence, and such confinement is caused by the bodily injury by violent accidental external and visible means as the direct and immediate result of an accident to the Motor Car, we will pay the benefit of Daily Hospital Cash Allowance of HKD300 per day, up to a maximum benefit period of twenty (20) days for the same confinement per accident.

IMPORTANT in the event of a traffic accident

1. Call the Police and an ambulance immediately if anyone has been injured.
2. Obtain if possible, the Name and Address of the other driver(s); and the Vehicle Registration Number, Name of Owner, Name of Insurer and Policy Number of the other vehicle(s).
3. Do not make any offer of settlement to the other parties without the approval of the company.
4. Report the accident to the Traffic Accident Investigation Section of the Police immediately.
5. Notify the Company immediately and complete the Company's "Notice of Accident Under Motor Policy" form within 7 days.
6. If your vehicle is insured on comprehensive terms and you intend to claim for repairs, a detailed estimate of repairs must be submitted to and approved by the Company prior to commencement of repairs.
7. All communications received from the police or any other party concerning the accident must be forwarded to the Company without delay.

注意事項 - 若遇上交通意外

1. 如有人受傷，應即通知警方及召救護車。
2. 盡可能索取對方司機之姓名及地址、車牌號碼、車主姓名、保險公司名稱及保單號碼。
3. 未得本公司許可前，不得向對方作出任何賠償之承諾。
4. 即向警方之交通意外調查組報案。
5. 即通知本公司並於七天內填交本公司之「汽車遇事報告書」表格。
6. 如購買全保及欲向本公司索償車輛修理費者，先將詳細之修理估價單送交本公司審核批准，方可進行修理。
7. 如收到警方或任何人仕之有關該意外之函件，即轉交本公司處理。