



**MEMORANDA ATTACHING TO AND FORMING PART OF THE POLICY**

This Endorsement is hereby incorporated into this Policy to provide 24-Hour Vehicle Assistance Service as specified herein.

**EA01 24-Hour Vehicle Assistance Service for Private Car Insurance**

(applicable to "Comprehensive Insurance" only)

The Company has arranged with Europ Assistance Hong Kong Limited (hereinafter called "EA Hong Kong") to provide the Insured Driver with the emergency assistance services described under Paragraphs (A) to (D) during the Period of Insurance of this Policy. The Insured Driver and/or his/her representative can access **24-Hour Vehicle Assistance Service Hotline : (852) 2861 9232** every day of the year. Please provide the following information when contacting the hotline:

- The name of the Insured; and
- Policy Number, Hong Kong Registration Mark of the Motor Car and inception date of the Policy; and
- The name of the place and the telephone number where the hotline staff can reach the Insured Driver or his/her representative; and
- A brief description of the accident and the nature of the assistance required.

The Insured Driver shall not be entitled to reimbursement of any such costs, expenses, fees and charges incurred or paid by him/her.

**(A) 24-Hour Claim Enquiry Service**

The Insured Driver may call the hotline to enquire on the claims procedures.

(The Insured is reminded to report the accident/incident to the Company for completion of Accident Report Form without delay).

**(B) 24-Hour Traffic Regulation Enquiry Service**

The Insured Driver may call the hotline to enquire on the information relating to traffic offences or licensing requirements in Hong Kong Special Administrative Region.

**(C) 24-Hour Emergency Towing Service**

If the Motor Car is immobilized unfit or unsafe to be driven due to an accident or mechanical breakdown of the Motor Car the condition of which is beyond repair at the roadside within the territory of Hong Kong Special Administrative Region, EA Hong Kong may provide assistance for emergency towing service to the Insured Driver but all the costs, expenses, fees and charges incurred should be paid at the own expense of the Insured Driver. In such case the Motor Car must not be left unattended prior to the arrival of the provider of the towing service.

**(D) 24-Hour Emergency Roadside Service**

If the Motor Car is immobilized unfit or unsafe to be driven due to an accident or mechanical breakdown of the Motor Car within the territory of Hong Kong Special Administrative Region, EA Hong Kong may arrange for emergency roadside repair service but all costs, expenses, fees and charges incurred should be paid at the own expense of the Insured Driver. In such case the Motor Car must not be left unattended prior to the arrival of the provider of the repair service.

Service provided is only on **advisory or referral basis**. All costs, expenses, fees and charges incurred should be paid by the Insured Driver without any reimbursement from EA Hong Kong and/or the Company. The 24-Hour Vehicle Assistance Service Hotline is coordinated by EA Hong Kong. The Company shall not be responsible for any acts or failure to act on the part of EA Hong Kong and/or its sub-contractors of any tiers.

**Limitations to Liabilities**

- (1) EA Hong Kong is an independent service provider appointed by the Company, and is not an agent, employee or servant of the Company to provide such respective services to the Insured Driver upon his/her request. The Company shall make no representation, warranty or undertaking as to the availability of the services arranged and provided by EA Hong Kong. The Company has no responsibility or liability of any act, default, negligence, error or omission of EA Hong Kong or any of its respective employees, agents or representatives. Furthermore, the Company assumes no liability in any manner and shall not be liable for any loss arising out of or howsoever caused by any advice given or services rendered by or any acts or omissions of any other service providers or any kind of professionals to whom the Insured Driver will be referred to by EA Hong Kong.
- (2) The assistance services under Paragraphs (A) to (D) are provided in Hong Kong Special Administrative Region only and are not applicable to accident or breakdown outside Hong Kong Special Administrative Region.
- (3) The assistance services under Paragraphs (A) to (D) will not be provided if the Motor Car was modified for racing trails, or rallying or participating in such activities.
- (4) Provision of services including towing service and roadside repairing in the absence of the Insured Driver or his/her representative on the spot.
- (5) The Company and EA Hong Kong shall not be held responsible for any delays or failures in providing assistance under the respective Paragraph (A) to (D) directly or indirectly caused by or contributed to by or in consequence of or resulting from acts of God, or any circumstances and conditions beyond their control, including but not limited to, any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity, industrial action, adverse weather condition, flight conditions or situations where the rendering of the services is prohibited or delayed by local laws, regulators or regulatory agencies, or infectious disease requiring quarantine or isolation by law or the public conveyance provider, or any other event of Force Majeure which prevents the Company and/or EA Hong Kong from providing such assistance services.
- (6) In no event shall the Company be liable under this Endorsement or in the course of the provision of the "24-Hour Vehicle Assistance Services", for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses.
- (7) The Company may cancel this "24-Hour Vehicle Assistance Services" by giving 30 days' prior notice to the Insured at the address last known to the Company.

SUBJECT OTHERWISE TO THE TERMS, CONDITIONS AND EXCEPTIONS OF THE POLICY.



亞洲保險  
ASIA INSURANCE

## ASIA INSURANCE COMPANY LIMITED – PERSONAL INFORMATION COLLECTION STATEMENT ("PICS")

1. Your personal information and particulars may be required by Asia Insurance Company Limited (the "Company") in connection with our services and products. Failure to provide the necessary information and particulars may result in the Company being unable to provide or continue to provide these services and products to you.
2. The Company may also generate and compile additional personal data using the information and particulars provided by you. All personal data collected, generated and compiled by the Company about you from time to time is collectively referred to in this PICS as "Your Personal Data".
3. "Your Personal Data" will also include personal data relating to your beneficiaries, dependents, authorised representatives and other individuals in relation to which you have provided information. If you provide personal data on behalf of any person you confirm that you are either their parent or guardian or you confirm that you have obtained that person's consent to provide that personal data for use by the Company for the purposes set out in this PICS.
4. As detailed in this PICS, Your Personal Data may also be processed by the Company's subsidiaries, holding companies, associated or affiliated companies and companies controlled by or under common control with the Company (collectively, "the Group").
5. The Company may use the personal data the Company collect about you for the following purposes:
  - (a) processing and assessing of applications or requests for any insurance products and daily operation of the related services;
  - (b) administering your insurance policy and providing services in relation to your insurance policy;
  - (c) investigating, analyzing, processing and paying claims made under your insurance policy;
  - (d) exercising any right under the insurance policy including right of subrogation, if applicable;
  - (e) detecting and preventing fraud (whether or not relating to the policy issued in respect of this application);
  - (f) developing insurance and other financial services and products;
  - (g) developing and maintaining credit and risk related models;
  - (h) carrying out and/or verifying any eligibility, credit, physical, medical, security, underwriting and/or identity checks in connection with our services and products;
  - (i) for statistical or actuarial research undertaken by the Company or any member of the Group;
  - (j) complying with the requirements under any law and regulation, industry codes, guidelines, requests from regulators, industry bodies, government agencies and court order;
  - (k) contacting you for any of the above purposes;
  - (l) other ancillary purposes which are directly related to the above purposes.
6. Your Personal Data may be transferred or disclosed to the following parties in Hong Kong or overseas for the purposes set out in the above paragraph:
  - (a) any insurance adjusters, agents and brokers, employers, healthcare professionals, hospitals, advisors, contractors or third party service providers who provide administrative, telecommunications, computer, payment, debt collection, security, data processing or storage or related services or any other company carrying on insurance or reinsurance related business, or an intermediary, or a claim or investigation or other service provider providing services relevant to insurance business, for any of the above or related purposes;
  - (b) organisations that consolidate claims and underwriting information for the insurance industry;
  - (c) fraud prevention organisations;
  - (d) other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information;
  - (e) any association, federation or similar organization of insurance companies ("Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;
  - (f) any members of the Federation by the Federation for any of the above or related purposes;
  - (g) regulators;
  - (h) lawyers;
  - (i) accountants, financial advisors, auditors;
  - (j) other members of the Group;
  - (k) any assignee, transferee, participant or sub-participant of all or any substantial part of the Company's business;The Company undertakes to keep the information confidential and solely for the purposes set out in the above paragraph.
7. If you do not agree to the use of your personal data for above purposes, it would not be possible for the Company to process your policy and/or claim application and render the services.
8. You have the right to ascertain the Company policies and practices in relation to personal data, obtain access to and to request correction of any personal information concerning yourself held by the Company and the Company has the right to charge you a reasonable fee for processing your data access request. Requests for such access or correction can be made in writing to the Personal Data Protection Officer, Asia Insurance Company Limited, 8/F, 118 Connaught Road West, Sheung Wan, Hong Kong SAR.
9. In case of any discrepancies between the English and Chinese versions of this PICS, the English version shall apply and prevail.
10. The Company reserves the right, at any time effective upon notice to you, to add to, change, update or modify this PICS.

Version: 05.09.2019



**Asia Insurance Co., Ltd.**

香港干諾道西118號7樓及8樓

7/F & 8/F, 118 Connaught Road West, Sheung Wan, Hong Kong

T (852) 3606 9933

F (852) 2810 0218

**asiainsurance.hk**



亞洲保險有限公司 - 收集個人資料聲明

1. 亞洲保險有限公司（「本公司」）可能會要求閣下就本公司提供的服務及產品提供個人資料及詳情。如未能提供所需資料及詳情，可能會導致本公司無法向閣下提供或繼續提供有關服務及產品。
2. 本公司亦可以利用閣下提供的資料及詳情製作及匯編額外的個人資料。本公司不時收集、製作及匯編的所有個人資料，以下統稱為「閣下的個人資料」。
3. 「閣下的個人資料」亦包括由閣下提供有關閣下的受益人、受養人、獲授權代表及其他人士的資料。如閣下代表他人提供個人資料，代表閣下確認閣下乃是該等人士之父母或監護人或閣下確認已取得該等人士同意提供其之個人資料予本公司作本聲明之用途。
4. 如本聲明所述，閣下的個人資料亦可能被本公司的附屬公司、控股公司、聯營或聯屬公司或本公司控制的公司或與本公司受共同控制的公司（統稱「本集團」）處理。
5. 本公司將所收集閣下的個人資料，可能用作下列的用途：
  - (a) 處理及評估任何保險產品之申請或要求，及有關服務之日常運作；
  - (b) 管理閣下的保單及為閣下的保單提供相關服務；
  - (c) 閣下保單索償的調查、分析、處理及賠償；
  - (d) 行使有關保險單賦予的任何權利包括代位權，如適用；
  - (e) 偵測和防止欺詐行為（無論是否與就此申請而發出的保單有關）所需的目的；
  - (f) 發展保險及其他金融服務及產品；
  - (g) 發展及維持本公司信貸及風險之相關模型；
  - (h) 就本公司之服務及產品作出資格、信貸、身體、醫療、擔保、承保及／或身份核証；
  - (i) 作本公司或本集團的任何成員的統計或精算研究；
  - (j) 遵守及符合任何法例及條例規定的要求、行業手則、指引、監管機構、相關行業認可機構、政府機構及法庭頒令的要求；
  - (k) 為上述任何用途與閣下聯絡；
  - (l) 與上述用途直接有關之其他附帶的目的。
6. 閣下的個人資料可能會轉移或披露予下列各方在香港或海外單位作前段所述的用途：
  - (a) 任何保險理算人、代理和經紀、僱主、醫護專業人士、醫院、顧問、諮詢人、承辦商或提供行政、電訊、電腦、付賬、債務追討、保安、數據處理或儲存或有關服務的第三者服務供應人或任何其他從事與保險或再保險業務有關的公司，或中介人，或索償或調查或其他提供與保險業務有關的服務供應人，以達到任何上述或有關的用途；
  - (b) 整合保險業申索和承保資料的組織；
  - (c) 防欺詐組織；
  - (d) 其他保險公司（無論是直接地，或是通過防欺詐組織或本段中指名的其他人士）；警察；和保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊（及其運營者）；
  - (e) 現存或不時成立的任何保險公司協會或聯會或類同組織（聯會），以達到任何上述或有關的用途，或以便聯會執行其監管職能，或其他基於保險業或任何聯會會員的利益而不時在合理要求下賦予聯會的職能；
  - (f) 或透過聯會提供予任何聯會的會員，以達到任何上述或有關的用途；
  - (g) 監管機構；
  - (h) 執業律師；
  - (i) 會計師、財務顧問、認可核數師；
  - (j) 本集團的其他成員；
  - (k) 任何承讓人、受讓人、本公司業務的任何實質部分的參與人或次參與人；本公司承諾將資料保密並純粹用作上述的用途。
7. 如果閣下不同意本公司使用閣下的個人資料於上述用途上，本公司可能不能處理閣下之保單及／或索償申請及為閣下提供服務。
8. 閣下有權查明本公司就個人資料的政策和實務，並有權要求查閱及更正由本公司持有有關閣下的個人資料，及本公司有權就處理閣下的查閱資料要求而收取合理費用。有關查閱或更正的要求，可致函香港上環干諾道西一百一十八號八樓亞洲保險有限公司的個人資料保護主任提出。
9. 中英文版本如有差異，將以英文版本為準。
10. 本公司保留隨時增補、更改、更新及修訂本聲明之權利，任何更改將於發出通知時起生效

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Asia Insurance Co., Ltd.

香港干諾道西118號7樓及8樓

7/F & 8/F, 118 Connaught Road West, Sheung Wan, Hong Kong

T (852) 3606 9933

F (852) 2810 0218

asiainsurance.hk





## Private Car INSURANCE

### (1) INSURING CLAUSE

The Insured and the Company agree:

- (a) the Proposal and Declaration is incorporated in and is the basis of this insurance contract;
- (b) the Insured will pay the Premium specified in the Schedule;
- (c) the Company will 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 Company:
  - (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 will not be in force unless it has been signed in the Schedule by a person authorised by the Company.

### (2) GENERAL DEFINITIONS

For the purpose of this Policy:

- (a) "The Company" means Asia Insurance Co., Ltd.
- (b) "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Car.
- (c) "Geographical Area" means the territories of Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the Motor Car by sea (including incidental loading or unloading) by a craft designed for the carriage of motor cars.
- (d) "The Insured" means the person specified as such in the Schedule.
- (e) "Insured Driver" means the Insured or any other person who is driving on the Insured's order or with his permission provided that the Insured or the person driving holds a licence to drive the Motor Car or has held and is not disqualified from holding or obtaining such a licence. The term "licence" means a licence or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.
- (f) "The Motor Car" means the motor car specified in the Schedule.
- (g) "The Policy" means this Private Car Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (h) "The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (i) "The Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.
- (j) In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

### (3) OPERATIVE INSURANCE COVER

- (a) Where the "Operative Insurance Cover" in the Schedule is stated to be "Comprehensive Insurance", Sections (I), (II) and (III) of this Policy are operative.
- (b) Where the "Operative Insurance Cover" in the Schedule is stated to be "Third Party Legal Liabilities Insurance", 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 will 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 Company will indemnify the Insured against loss of or damage to the Motor Car and/or its accessories and/or its spare parts whilst thereon. The Company 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 Company's 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 Company will 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.
- (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 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 will 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 Company 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 Company in respect of such loss or damage.
- (b) The Insured may authorise the repair of the Motor Car necessitated by damage for which the Company may be liable under this Policy provided that:
  - (i) the estimated cost of such repair does not exceed HK\$5,000;
  - (ii) the Company is furnished forthwith with a detailed estimate of the repair cost; and
  - (iii) the Insured shall give the Company 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 Company shall have a right of veto concerning a proposed place of repair or repair firm.

### (7) SPECIAL EXCEPTIONS TO SECTION (I) INSURANCE

The Company will 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 Company will 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 Company is not liable pursuant to paragraph 8(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" 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 Company will not be liable for the first amount of such 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) will 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 Company is not liable will be calculated cumulatively;
  - (iii) if the expenditure incurred by the Company shall include any amount for which the Company is not liable pursuant to paragraphs 8(a), 8(b), or 8(c), the Insured shall forthwith repay such amount to the Company.
- (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 Company will 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 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 Company's written consent in respect of:

- (a) death of or bodily injury to any person; and/or
- (b) 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 Company's 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 Company's written consent arising out of any Event is limited to:
  - (i) in respect of death of or bodily injury to any person pursuant to sub-paragraph 9(a), 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(b), 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 Company's indemnity will 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 Company's indemnity specified in paragraph 10(a) will 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 Company may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Company'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 Company 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 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 by such person or by any claimant or other person after the Company 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 Company will 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 Company may at its 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 TO SECTION (II) INSURANCE**

The Company will not be liable:

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

## **(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 Company will 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 Company is not liable pursuant to Paragraph 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 under 25 years of age, by an additional amount by way of the **"Young Driver Excess"** specified in the Schedule;
  - (ii) The Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the **"Inexperienced Driver Excess"** specified in the Schedule.
- (c) If the expenditure incurred by the Company resulting from a claim includes the amount for which the Company is not liable pursuant to paragraphs 13(a) and/or 13(b), the Insured shall forthwith repay such amount to the Company.

## **(14) AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

If the Company is obliged by the laws of any country within the Geographical Area or by virtue of any agreement between the Company 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 and any other person on whose account the payment is made shall forthwith repay such amount to the Company.

## **(15) SECTION (III) INSURANCE - INDEMNITY OF MEDICAL EXPENSES**

The Company will 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 Company's liability under Section (III) arising out of any Event shall not exceed HK\$10,000.

## (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:

Periods of Insurance	The Discount (On Renewal Premium)
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 Company's 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 Company will 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) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:
- (i) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power;
  - (ii) strike riot civil commotion; or
  - (iii) detention seizure confiscation or any attempt thereof;
- or by any direct or indirect consequences of any of the said occurrences;
- (c) any loss damage liability 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.
- It is also agreed that, regardless of any contributory causes, this Policy does not cover any loss damage liability cost or expense directly or indirectly arising out of:
- (i) biological or chemical contamination; and/or
  - (ii) missiles, bombs, grenades, explosives
- due to any act of terrorism.

For the purpose of this Exception:

- (i) 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 organization(s) or government(s), committed for political, religious, ideological, ethnic, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear;
  - (ii) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.
- This Exception also excludes loss damage liability 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.
- In the event any portion of this Exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- (d) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (e) 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(e), combustion shall include any self-sustaining process of nuclear fission;
- (f) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials; and
- (g) any accident loss damage or liability caused sustained or incurred when the Motor Car is being driven for police purposes by, or under the direction of, any police officer.
- (h) 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:
- a. 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
  - b. 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
  - c. 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.

In any action suit or other proceedings where the Company alleges that by reason of paragraph 17(b) and/or 17(c), any accident loss damage liability cost or expense is not indemnifiable by this Policy, the burden of proving the contrary 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 Company 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 Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing 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 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 Company 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 Company 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 Company's own benefit any claim for indemnity or damages or otherwise and the Company 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.
- (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 Company 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) The Company may cancel this Policy by giving seven (7) 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 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 Company on or before the date of cancellation) the Insured shall be entitled to a return of premium less the premium calculated at the Company's short period rates for the period the Policy has been in force.
- (f) 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 rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this paragraph 18(f) shall impose on the Company any liability from which but for this paragraph 18(f) it would have been relieved pursuant to sub-paragraph 12(a)(ii).
- (g) All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrator, then the choice shall be referred to the Chairman for the time being of the Hongkong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve(12) 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.
- (h) This Policy is subject to the exclusive jurisdiction of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.



## (19) ENDORSEMENTS AND WARRANTY AND CLAUSE

The following endorsements are hereby incorporated into this Policy if at time of the accident the "Operative Insurance Cover" in respect of the Motor Car is "Comprehensive Insurance".

### Endorsement 013 - New For Old Vehicle Replacement Protection

- (1) In the event of the Motor Car having been lost or damaged beyond economic repairs which loss or damage is indemnifiable by the Company under Section (I) of this Policy, the Company agrees to replace (or at the Company's sole option pay in cash the cost of replacing) the Motor Car with a new motor car of the same make and model without making any deduction on account of any depreciation provided that:
- (a) the Insured is the first registered owner of the Motor Car;
  - (b) the loss occurs within 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 was within twenty-four months from the date of its manufacture; and
  - (d) in providing a replacement motor car, the Company is not obliged by this Endorsement:
    - (i) to incur expenses totalling more than the Estimated Value of the Motor Car as specified in the Schedule; or
    - (ii) to take into account any modifications additional accessories and equipment having been installed into the Motor Car unless such modifications and additional accessories have been declared to the Company and noted in this Policy by Endorsement attached hereto.
- (2) Notwithstanding the provisions of paragraph (1) above, if the make or model of the Motor Car is not available in Hong Kong Special Administrative Region or the Insured does not accept the replacement motor car proposed by the Company, the Company's liability to the Insured in respect of loss or damage to the Motor Car will be in accordance with the terms and conditions of the Policy as if this Endorsement had not been included.

### Endorsement 014 - Windscreens/Windows Damage Protection

In respect of a claim under Section (I) for accidental damage only to the front or rear windscreen or window(s) of the Motor Car without damage being caused to other parts of the Motor Car in the same damage event:

- (a) Exception (d) to Section (I) Insurance will not apply, that is, such claim will be settled without the deduction of Claims Excess and
  - (b) the settlement of such claim is to be disregarded for the purpose of paragraph (b) of "No Claim Discount", that is, such claim will not affect the Insured's entitlement to No Claim Discount.
- Provided that:
- (i) this Endorsement will not be operative if the claim amount exceeds HKD5,000; and
  - (ii) such claim will be accounted for in the event of the No Claim Discount being transferred to any motor car insured with another insurance company.

### Endorsement 015 - Personal Accident Protection

If the Insured or any Insured Driver whilst driving the Motor Car (and not riding as a passenger) shall sustain bodily injury by violent accidental external and visible means as a result of an accident involving the Motor Car and which bodily injury shall within 90 consecutive days of its occurrence result in the Insured's or the Insured Driver's

- (a) death, OR
- (b) loss of one or both hands or feet by physical severance at above wrist or ankle OR
- (c) complete and irrecoverable loss of sight in one or both eyes,

the Company shall in respect of the bodily injury suffered by the Insured or the Insured Driver pay a compensation of HKD100,000 provided that all compensations payable under this Endorsement shall be paid to the Insured or in the event of the Insured's death to the legal personal representative of the Insured's estate.

### Endorsement 016 - No Claim Discount Protection

Notwithstanding paragraph 16(b) of the Policy, if the cost of all claims incurred under all Sections of the Policy during any one Period of Insurance does not exceed the lower of HKD60,000 or a sum equivalent to 15% of the Insured's Estimated Value of the Motor Car specified in the Schedule, the Insured shall, upon renewing the Policy with the Company, be entitled to the same No Claim Discount as granted under the expiring Policy, provided that if the No Claim Discount is granted solely pursuant to this Clause, all such claim will be accounted for in the event of the No Claim Discount being transferred to any motor car insured with another insurance company.

### Endorsement 019 - Claims Recovery Services

In the event of a motor car accident resulting in a claim payable under Section (I) of this Policy, the Company will undertake to pursue a recovery action against the liable third party on behalf of the Insured after a claim having been paid under Section (I) of this Policy due to the said traffic accident in connection with the Motor Car.

If the recovery action is successfully pursued, the Company will refund a ratable proportion of the Claims Excess borne by the Insured after the deduction of fees necessarily and reasonably incurred by the Company in pursuing the recovery.

If the adjusted claim amount under Section (I) is less than the Claims Excess, the Company will only provide advisory services to the Insured in pursuing recovery actions against the liable third party.

However, the Company may at its own option relinquish to take recovery action against the liable third party in consideration of the chance of success, the amount probably recovered and the resources necessary for continuing the action after it has been pursued for a reasonable period of time. Any recovery action which has been continued for more than three years is deemed unsuccessful and the services provided under this Endorsement will be ceased immediately thereafter.

### Endorsement 020 - Rental of Replacement Car Benefit Protection

In the event of a traffic accident resulting in immobilization of the Motor Car, the Company will pay for the actual costs for renting a replacement car of private car body, from an independent car rental company necessarily and reasonably incurred by the Insured.

No compensation shall be payable unless:

- (a) the Insured is also entitled to indemnity under Section (I) of this Policy due to the same traffic accident and the damaged Motor Car is not lost or damaged beyond economic repairs;
- (b) the rental costs are supported by original official receipts duly issued by the independent car rental company;
- (c) the time for repairing the damaged Motor Car exceeds 48 consecutive hours commencing from the time the Motor Car moved to the local repair firm.

It is further noted and agreed that:

- (a) the maximum liability of the Company shall not exceed HK\$300 for each complete day after the first 48 hours of the repairing time as mentioned above and HK\$3,000 in aggregate during any one period of insurance; and
- (b) the benefits under this Endorsement will be automatically ceased as soon as the repair of the damaged Motor Car is duly completed.

### Endorsement 021 - Clothing and Wearing Apparels Protection

This Policy is hereby extended to pay for the replacement costs of damaged clothing and wearing apparels belonging to the driver or passengers in the Motor Car in the event of a traffic accident resulting in a valid claim under Section (I) of the Policy provided that:

- (a) the damage of clothing and wearing apparels of the driver or passengers are also caused by the same traffic accident resulting in a valid claim under the Policy;
- (b) the maximum liability of the Company is restricted to HK\$2,000 any one accident and in aggregate during any one period of insurance.

The following warranty will not be operative unless specifically indicated in the Schedule or by endorsement subsequently attached hereto:

### 009S Anti-Theft Security System Warranty

It is a condition precedent to the liability of the Company under this Policy that:

- (a) the Motor Car is fitted with an effective anti-theft security system, and that no withdrawal of that system shall be made without the consent of the Company;
- (b) the anti-theft security system must be put into full and effective operation at all times when the Motor Car is parked, left unattended, not in use and at all other appropriate times;
- (c) the anti-theft security system must be maintained in good order throughout the currency of this Policy;
- (d) all devices, including but not limited to keys/starter/transmitter and any duplicate of them, with the function of mobilizing and/or immobilizing the above anti-theft security system and/or the Motor Car must be removed from the Motor Car when it is parked, left unattended, not in use and at all other appropriate times.

For the purpose of the Clause, "anti-theft security system" shall be defined to mean a theft-proof security system with anti-theft warning device and all other protections for the safety of the Motor Car, including locks and/or other electronic device.

The following clause and endorsement are hereby incorporated into this Policy:

### Exclusion of Rights of Third Parties under Contracts (Rights of Third Parties) Ordinance

Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Policy.

### Sanction Clause

Notwithstanding anything contained herein to the contrary, the Company shall not be deemed to provide any cover and shall not be liable to pay for any claim or to provide any benefits hereunder to the extent that the provision of such cover or payment of such claim or provision of such benefits would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws and/or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanctions, laws and/or regulations.

If the Company alleges that by reason of this Clause, any loss, damage, liability, benefit, cost or expense is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

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