

# Private Motor Car Insurance Policy – BreezyMotor

Please read this Policy, the Schedule and the certificate of insurance and ensure that they are in accordance with your requirements. If you would like a copy of this in large print, please contact our Customer Care Centre at +852 2968 2288.

## PART 1

### (1) Insuring clause

The Insured and the Insurer agree:

- (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 Insurer shall provide the insurance subject to the terms and conditions of the Policy in respect of any Event occurring during the period of insurance specified in the Schedule; and
- (d) the following shall be conditions precedent to any liability of the Insurer:
  - (i) observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any other person claiming to be indemnified; and
  - (ii) the truth of the Proposal and Declaration.

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

## PART 2

### (2) General definitions

For the purpose of this Policy:

- (a) "Insurer" means Zurich Insurance Company Ltd
- (b) "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Car.
- (c) "Geographical Area" means the territories of the Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the Motor Car by sea (including incidental loading or unloading) by a craft designed for the carriage of motor cars.
- (d) "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 license to drive the Motor Car or has held and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.
- (f) "Motor Car" means the motor car specified in the Schedule.
- (g) "Policy" means this Private Motor Car Insurance Policy, the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (h) "Proposal and Declaration" means any signed enrollment form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (i) "Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.
- (j) "Betterment" means the difference between the value of the new spare parts for replacement and the value of the damaged spare parts at the time of reported accident with reference to the year of manufacture of the Motor Car as set out in the table of Better Contribution under paragraph 5(d) below.
- (k) "Betterment Contribution" means the amount of Betterment to be borne by the Insured.
- (l) In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

## PART 3

### (3) Operative insurance cover

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

## PART 4

### (4) Limitations as to use of the Motor Car

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

## PART 5 – COVER

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

- (a) The Insurer shall indemnify the Insured against loss of or damage to the Motor Car and/or its accessories and/or its spare parts whilst thereon. The Insurer may, at its option, repair, reinstate or replace the Motor Car and/or its accessories and/or its spare parts or pay in cash the amount of such loss or damage. The Insurer's indemnity pursuant to this paragraph 5(a) is limited to:
  - (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.

For the avoidance of doubt, the amount of indemnity which the Insurer is liable under this paragraph 5(a) is after deduction of the claims excess(es) specified in paragraph 8 below.
- (b) If the Motor Car is disabled by reason of loss or damage insured by this Policy, the Insurer shall additionally pay the reasonable cost of:
  - (i) protection and removal of the Motor Car to the nearest repairer; and
  - (ii) redelivery after repair to the Insured's address within the Geographical Area where the loss or damage was sustained;
 

provided that the amount recoverable hereunder shall not exceed 20% of the agreed cost of repairs to the Motor Car.
- (c) In the event of loss of or damage to the Motor Car and/or its accessories and/or its spare parts necessitating the supply of a part not obtainable from stock held in the Geographical Area in which the Motor Car is held for repair, or in the event of the Insurer exercising the option to pay in cash, the amount of the loss or damage the liability of the Insurer in respect of any such part shall be limited to the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Geographical Area in which the Motor Car is held for repair, or if no such catalogue or price list exists, the price last obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the Geographical Area in which the Motor Car is held for repair and the amount of the relative import duty and the reasonable cost of fitting such part.
- (d) In respect of loss or damage to the Motor Car and repair of the Motor Car is required at the time of reported accident, the Insurer agrees to indemnify the Insured on the spare parts replacement costs after deducting the Betterment Contribution on the costs of new spare parts set out below:

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

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

**(6) Special conditions applicable to Section 1**

- (a) If at the Insured's request an other interested party has been specified in the Schedule or in a memorandum endorsed hereon, any payment in cash by the Insurer in respect of loss of or damage to the Motor Car shall be made to the other interested party so specified whose receipt shall be a full and final discharge of all liability of the Insurer in respect of such loss or damage.
- (b) The Insured may authorize the repair of the Motor Car necessitated by damage for which the Insurer may be liable under this Policy provided that:
  - (i) the estimated cost of such repair does not exceed the amount specified in the Schedule as "Authorized Repair Limit";
  - (ii) the Insurer is furnished forthwith with a detailed estimate of the repair cost; and
  - (iii) the Insured shall give the Insurer every assistance to see that such repair is necessary and the charge is reasonable.
- (c) Where repair cost to the Motor Car is the subject of a claim under Section 1, the Insurer shall have a right of veto concerning a proposed place of repair or motor repairer. The Insurer shall have the right to exercise its authority to appoint a motor repairer for the repair of the Motor Car if the fee estimate of the repair costs submitted by the Insured's appointed motor repairer appear unreasonable.

**(7) Special exceptions applicable to Section 1**

The Insurer shall not be liable in respect of:

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

**(8) Claims excesses applicable to Section 1**

- (a) In respect of any Event giving rise to a claim (other than an Event of theft or attempted theft), the Insurer shall not be liable for the first amount of such claim specified in the Schedule as "General Excess".
- (b) The first amount of any claim for which the Insurer is not liable pursuant to paragraph 8(a) shall be increased if at the time of the occurrence of the Event giving rise to the claim:
  - (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 twenty-five (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 two (2) years a driving license (other than a provisional driving license), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule;

- (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 Insurer shall not be liable for the first amount of each claim specified in the Schedule as the "Theft Loss Excess".
- (d) In the event of a claim under Section 1:
  - (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 Insurer is not liable shall be calculated cumulatively;
  - (iii) if the expenditure incurred by the Insurer shall include any amount for which the Insurer is not liable pursuant to paragraphs 8(a), 8(b), or 8(c), the Insured shall forthwith repay such amount to the Insurer.
- (e) The provisions of paragraphs 8(a) and 8(b) shall not apply to loss of or damage to the Motor Car caused by fire, self-ignition, lightning or explosion which arises independently and not out of any preceding accident involving the Motor Car.

**(9) Section 2 – Against third party legal liabilities**

Subject to Policy Limits of Liability Conditions and Exceptions, the Insurer shall indemnify the Insured and/or any Insured Driver and/or at the request of the Insured any person (other than the person driving) in or getting into or out of the Motor Car against all sums including claimant's costs and expenses which the Insured and/or such Insured Driver and/or such other person shall become legally liable to pay and other costs and expenses incurred by or on behalf of the Insured and/or such Insured Driver and/or such other person with the Insurer's written consent in respect of:

- (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 2**

- (a) The Insurer's indemnity to the Insured and/or any other person claiming to be indemnified under Section 2, including claimant's costs and expenses and other costs and expenses incurred by or on behalf of the Insured and/or such other person with the Insurer's written consent arising out of any Event is limited to:
  - (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 Insurer's indemnity shall nevertheless apply irrespective of the number of insured Motor Cars that may be involved in the same Event.

- (b) If the occurrence of any Event results in indemnity to more than one person, the limitations of the Insurer's indemnity specified in paragraph 10(a) shall apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the Insured.
- (c) At any time after the happening of any Event giving rise to a claim or a series of claims under Section 2, the Insurer may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Insurer's liability specified in paragraph 10(a) (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled, and the Insurer shall relinquish the conduct of any defense settlement or proceedings and shall not then be responsible for damages payable to the claimant and claimant's costs, or for any damages alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Insurer in connection with such defense settlement or proceedings, or of the Insurer relinquishing such conduct, nor shall the Insurer be liable for any costs or expenses whatsoever incurred by the Insured or by such person or by any claimant or other person after the Insurer shall have relinquished such conduct.

**(11) Special conditions applicable to Section 2**

- (a) In the event of the death of any person entitled to indemnity under Section 2, the Insurer shall in respect of the liability incurred by

such person indemnify his legal personal representative in terms of and subject to the limitations of this insurance which apply to such person.

- (b) The Insurer may at its own option and expense:
  - (i) arrange for representation at any inquest or fatal injury in respect of any death which may be the subject of indemnity under Section 2; and/or
  - (ii) undertake the defense of proceedings in any court of law in respect of any act or alleged offence causing or relating to any Event which may be the subject of indemnity under Section 2.

**(12) Special exceptions applicable to Section 2**

The Insurer shall not be liable:

- (a) to indemnify any person claiming to be indemnified:
  - (i) unless such person shall observe, fulfil and be subject to the terms and conditions of this Policy in so far as they can apply; or
  - (ii) if such person is entitled to indemnity under any other insurance policy;
- (b) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
  - (i) any person (including the Insured) claiming to be indemnified under Section 2; or
  - (ii) the employer of any person (including the Insured's) claiming to be indemnified under Section 2;
- (c) in respect of damage to property belonging to or held in trust by or in the custody or control of:
  - (i) any person (including the Insured) claiming to be indemnified under Section 2; or
  - (ii) a member of the same household of any person (including the Insured's) claiming to be indemnified under Section 2;
- (d) in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction of the Hong Kong Special Administrative Region;
- (e) any claims excesses applicable to Section 2.
- (f) any liability whilst the Motor Car is driven within any area to which the Hong Kong Airport (Restricted Areas) Regulations apply except in so far as it may be necessary solely to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance.

**(13) Claims excesses applicable to Section 2**

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

**(14) Avoidance of certain terms and right of recovery**

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

**(15) Section 3 – Indemnity of medical expenses**

The Insurer shall pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by the Insured or the Insured Driver (other than the Insured) or any occupant of the Motor Car as the direct and immediate result of an accident to the Motor Car, provided always that the Insurer's liability under Section 3 arising out of any Event shall not exceed the amount specified in the Schedule as **Section 3 "Policy Limit of Indemnity"**.

**PART 6**

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

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

- (a) In the event of no claim being made or arising in relation to the Motor Car under this Policy during any of the periods of insurance specified above ("Claim-free Period"), the Insured is entitled to a CFD on premium as determined by the Insurer at the next policy renewal.
- (b) For the avoidance of doubt, the percentage under the CFD Group is not the actual percentage to apply for calculating the CFD on premium at the next policy renewal. The amount of CFD will be determined by the Insurer taking into account factors including but not limited to the CFD Group, the age of the driver and the year of manufacture of the Motor Car.
- (c) If a single claim has been made or has arisen to the Motor Car insured under this Policy during a period of insurance of which:
  - (i) the CFD Group is 45% or less, the Insured shall no longer be entitled to any CFD on premium and any CFD on premium shall be cancelled; or
  - (ii) the CFD Group is 50% or 60%, the CFD on premium will be reduced to CFD Group of 30% or 35% respectively at the next policy renewal;
 If more than one claim has been made or has arisen, any CFD on premium shall be cancelled and the Motor Car will fall into the CFD Group of 0%.
- (d) Any claim made under any part of this Policy during a period of insurance shall result in cancellation or reduction of the CFD pursuant to paragraph 16(c) notwithstanding any assertion that the Insured and/or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the Event resulting in the claim under this Policy except:
  - (i) the Insured can provide the Insurer with evidence of conviction against the third party driver(s) obtained from a court of competent jurisdiction of the Hong Kong Special Administrative Region; and
  - (ii) a confirmation letter has been signed by the Insured and Insured Driver confirming that there is no prosecution against the Insured and Insured Driver and they have not received any writ or summons relating to the accident when the claim arises; or
  - (iii) In case the Insured and/or the Insured Driver are being prosecuted after the confirmation letter has been signed, they should immediately inform the Insurer. The Insurer reserves the right to request the Insured to pay to the Insurer any applicable premium difference forthwith to match the Insured correct risk exposure.
- (e) In the event of a transfer of interest in this Policy with the Insurer's prior consent from one Insured to another, the Claim-free Period so far as it affects the new Insured shall commence afresh with effect from the date of transfer, and the original Insured shall retain his right to the CFD earned up to the date of transfer which right is applicable to any motor insurance policy taken out by the original Insured on any one private motor car within twelve (12) months of the date of transfer.

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

## PART 7

### (17) General exceptions

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

- (a) any accident, loss, damage or liability caused, sustained or incurred:
- (i) outside the Geographical Area;
  - (ii) whilst on the Insured's order or with his permission or to his knowledge the Motor Car in respect of which indemnity is provided by this Policy is being used otherwise than in accordance with paragraph 4 - Limitations as to use of the Motor Car, or being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;
- (b) any accident, loss, damage or liability (except so far as it is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly, proximately or remotely, occasioned by, contributed to by or traceable to or arising out of or in connection with:
- (i) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military rising, rebellion, revolution, insurrection, military or usurped power;
  - (ii) strike, riot, civil commotion; or
  - (iii) detention, seizure, confiscation or any attempt 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 ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and for the purpose of this paragraph 17(d), combustion shall include any self-sustaining process of nuclear fission;
- (e) any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials;
- (f) any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being or attempted to be driven by, or is in the charge of, or is under the control of the Insured or Insured Driver:
- (i) who is convicted of an offence for being under the influence of drink and/or drugs at the time of Event to such an extent as to be incapable of having proper control of the Motor Car; or
  - (ii) when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap. 374) as may be amended from time to time or any legislation which replaces the same; or
  - (iii) who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, oral fluid, blood, or

urine for testing or analysis, or to perform any other relevant test, as required by law.

- (g) any loss, damage, death, injury, disablement, liabilities, costs or expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:

- (i) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; or
- (ii) any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism;

For the purpose of this exclusion, an act of terrorism includes any act, preparation or threat of action of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) de jure or de facto committed for political, religious, ideological, or similar purposes including the intention to influence any government de jure or de facto of any nation or any political division thereof and/or to intimidate the public or any section of the public of any nation and which

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

- (h) (i) any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by or contributed to by, resulting from, arising out of or in connection with Cyber Act.

- Cyber Act means any unauthorized, malicious or criminal acts, regardless of time and place, involving access to, processing, use or operation of any computer system, computer software program, malicious code, Computer Virus or process or any other electronic system.
- Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- (ii) any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data caused by whatsoever reason, including but not limited to Cyber Act; or any loss of use of Electronic Data, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

- (iii) Electronic Data loss:

In the event of physical loss or damage to the Data Processing Media insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. Any costs incurred from research and engineering or recreating, gathering or assembling such Electronic Data shall be excluded. If such media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

- Data Processing Media means any property insured by this Policy on which Electronic Data can be stored but not the Electronic Data itself.

- (i) any loss, damage or liability which at the time of the happening of such loss, damage or liability is insured by any other policy(ies) except in respect of any excess beyond the amount which would have been payable under such other policy(ies).

- (j) any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently

or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test: for a Communicable Disease, or any property insured hereunder that is affected by such Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

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

## PART 8

### (18) General conditions

- (a) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Insurer.
- (b) In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall immediately give notice thereof to the Insurer with full particulars.
- Every letter, claim, writ, summons and process shall be notified or forwarded to the Insurer immediately on receipt by the Insured. Notice shall also be given in writing to the Insurer immediately if the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy, the Insured shall give immediate notice to the police and cooperate with the Insurer in securing the conviction of the offender.
- (c) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified without the prior written consent of the Insurer which shall be entitled to take over and conduct in the name of the Insured or such person the defense or settlement of any claim or to prosecute in the name of the Insured or such person for the Insurer's own benefit any claim for indemnity or damages or otherwise and the Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Insurer may require.
- (d) The Insured shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and the Insurer shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Motor Car or third party legal liabilities arising therefrom shall be excluded from the scope of indemnity granted by this Policy.
- (e) (i) The Insurer may cancel this Policy by giving seven (7) days' notice by registered letter to the Insured at his last known address. The Insurer shall, in the event of cancellation, return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force. The Insured may cancel the Policy by giving seven (7) days' written notice and (provided no claim has arisen during the Period of Insurance and the current certificate of insurance has been returned to the Insurer on or before the date of cancellation) the Insured shall be entitled to a return of the premium paid less the premium calculated at the following short period rates for the period this Policy has been in force. For the avoidance of doubt, if a claim has been paid under this Policy on a total loss basis, there shall be no refund of

premium from the Insurer to the Insured, even if the Policy is cancelled.

#### (ii) Short period rates

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

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

- (f) If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, the Insurer shall not be liable to pay or contribute more than its ratable proportion of any loss, damage, compensation, costs or expenses provided always that nothing in this paragraph 18(f) shall impose on the Insurer any liability from which but for this paragraph 18(f) they would have been relieved pursuant to sub-paragraph 12(a)(ii).
- (g) In the event of a dispute arising out of this Policy, or the certificate of insurance, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within ninety (90) days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.
- The law of this arbitration clause shall be Hong Kong law and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1) and the arbitration proceedings shall be conducted in English.
- It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this Policy or the certificate of insurance. Irrespective of the status or outcome of any form of alternative dispute resolution, if the Insurer denies or rejects liability for any claim under this Policy or the certificate of insurance and the Insured does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of the Insurer's denial or rejection, the Insured's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this Policy or the certificate of insurance.
- (h) This Policy and all certificates of insurance shall be governed by and interpreted in accordance with the laws and regulations of Hong Kong. Subject to paragraph 18(g) herein, the parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.
- (i) Rights of third parties  
Other than the Insured, or as expressly provided to the contrary, a person who is not a party to this Policy has no right to enforce or to enjoy the benefit of any term of this Policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this Policy. Notwithstanding any terms of this Policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Policy.
- (j) Statement of purpose for collection of personal data  
All personal data collected and held by the Insurer will be used in accordance with the Insurer's privacy policy, as notified to the Insured from time to time and available at this website: <https://www.zurich.com.hk/en/services/privacy>.

The Insured shall, and shall procure the Insured/Insured Driver to, authorize the Insurer to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in any applicable laws, rules or guidelines, for the necessary purposes as set out in the Insurer's privacy policy as applicable from time to time. When information about a third party is provided by the Insured to the Insurer, the Insured warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to the Insurer, enabling the Insurer to assess, process, issue and administer this Policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

- (k) Notwithstanding any other terms under this Policy, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions law or regulation.

The above clause shall also apply for any trade or economic sanction law or regulation that the insurer deems applicable or if the insured or other party receiving payment, service or benefit is a sanctioned person.

## PART 9

### (19) Claims services

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

- (a) notify the Insurer immediately;
- (b) fill in a Claim Form and supply the following required documents;
  - (i) original Motor Vehicle Accident Report form and letter of consent, duly completed and signed by the Insured and the driver involved;
  - (ii) copy of the Driving License and Hong Kong Identity Card, valid at the time of accident, of the driver involved;
  - (iii) copy of the Vehicle Registration Document (both sides) of the Motor Car;
  - (iv) estimate of repair, if available; and
  - (v) screening breath test report of the driver involved, if any.
- (c) forward all correspondences from third party and/or police summons to the Insurer for handling.

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

Hotline: +852 2903 9388

Direct fax: +852 2968 1660

## PART 10

### (20) Extra benefits

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

- (a) **Claim-free discount protection**

Notwithstanding paragraphs 16(c) and (d), if the total amount of claims incurred under any sections of the Policy in any one period of insurance does not exceed HKD 50,000 after the application of any excess specified in the Schedule, the Insured shall be entitled to a CFD on premium at renewal. The CFD is determined by the Insurer taking into account factors including but not limited to the CFD Group stated in the table under paragraph 16, the age of the driver and the year of manufacture of the Motor Car. It is hereby agreed that all claims shall be accounted for and this extra benefit section shall not apply in the event the CFD on premium is to be transferred to any other insurance company for whatever reason including non-renewal by both parties.
- (b) **New for old replacement vehicle**

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

  - (i) the Insured is the first registered owner;
  - (ii) the loss occurs within the first twelve (12) months of the first registration of the Motor Car with the Transport Department;
  - (iii) the first registration of the Motor Car with the Transport Department must be made within twelve (12) months from the date of manufacture thereof;
  - (iv) the make and model of the Motor Car is available in the Hong Kong Special Administrative Region;
  - (v) the modifications, if any, are excluded;
  - (vi) additional accessories and equipment, other than optional accessories and equipment installed by Motor Car manufacturer and the value of which is insured, are excluded;
  - (vii) the net purchase price of the replacement car does not exceed the insured value of the Motor Car; and
  - (viii) written consent of the Insurer must be obtained before replacement.

However, when the Insured chooses not to accept the replacement car or the replacement car is not available, the

Insurer shall pay the Insured in accordance with the terms and conditions of this Policy as if this extra benefit section does not apply.

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

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

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

- (d) **Medical expenses and personal accident protection**

The following paragraph is incorporated into paragraph 15 of Section 3 Indemnity of medical expenses. In addition to the above, the Insurer and the Insured agree that if as a result of bodily injury by violent, accidental, external and visible means sustained by the Insured and/or Named Driver(s) under this Policy as the direct and immediate result of an accident to the Motor Car resulting in:

  - (i) death; or
  - (ii) the loss by physical separation at or above the wrist or ankle of one or both hands or feet; or
  - (iii) the complete and irrecoverable loss of all sight in one or both eyes;

the Insurer shall pay HKD 100,000 in total as compensation.

- (e) **Additional medical expenses**

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

In respect of loss or damage to the front windscreen of the Motor Car only, where the repair or replacement is done by a motor car windscreen repairer designated by the Insurer, paragraph 7(d) of section 1 of this Policy shall not be applicable.
- (g) **24-hour emergency roadside services**

In any event of mechanical breakdown of, defect having occurred in or accident to the Motor Car, the Insurer shall provide twenty-four-hour telephone advisory service and if the Motor Car is known to be immobilized, unfit or unsafe to be driven, the Insurer shall at its own expense, excluding fuel and any parts or accessories, arrange emergency roadside repair service at the request of the Insured or his authorized driver. In such case, the Motor Car must not be left unattended prior to the arrival of the provider of the repair service. In the event of adverse weather conditions, the Insurer reserves the right to suspend the services provided under this extra benefit section. The maximum liability of the Insurer under this extra benefit section is HKD 2,000 in each and every assistance case.
- (h) **24-hour emergency towing service**

If the Motor Car is immobilized, unfit or unsafe to be driven due to an accident to or mechanical breakdown of the Motor Car the condition of which is beyond repair at the roadside, the Insurer shall at its own expense, excluding toll or tunnel charge, arrange for the Motor Car to be towed to the nearest designated garage or any other place in the Hong Kong Special Administrative Region requested by the Insured or his authorized driver. In such case the Motor Car must not be left unattended prior to the arrival of the provider of the towing service. In the event of adverse weather conditions, the Insurer reserves the right to suspend the services provided under this section. The maximum liability of the Insurer under this section is HKD 2,000 in each and every assistance case.
- (i) **Temporary substitute vehicle**

If the Motor Car is

  - (i) immobilized, unfit or unsafe to be driven due to an accident to the Motor Car after forty-eight (48) hours from such accident; or
  - (ii) discovered stolen and is not found within forty-eight (48) hours after such discovery,
    - (a) the Insurer shall at the request of the Insured nominate an independent car rental contractor in the supply of a substitute car provided that

- the make and model of the substitute car is at the discretion of the Insurer and may not be identical to the Motor Car;
- the Insured is responsible for 20% of the car rental expense;
- the Insurer is not responsible for the delivery of the substitute car;
- only the Insured or any of the Named Driver(s) specified in the Schedule can be registered as the driver of the substitute car;
- in the event of immobilization of the Motor Car or it being unfit or unsafe to be driven, the towing of the Motor Car subsequent to the accident will be arranged by the Insurer; or
- in the event of the Motor Car being stolen, the statement reporting the loss to the police shall be produced by the Insured.

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

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

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

**(j) Claims recovery service**

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

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

**(k) Electric car charger third party legal liability**

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

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

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

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

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

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

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

**(l) 24-hour traffic regulation enquiry service**

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

The Insured shall obtain independent legal advice if necessary.

**(m) 24-hour claims enquiry service**

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

Hotline (24-hour): +852 2886 3977

Remarks:

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

There are two versions of this policy, one in English and one in Chinese. If there is any discrepancy between the English and the Chinese versions, the English version shall prevail.

# 私家汽車保險單 – 自在駕駛

請細閱本「保單」、「附表」及「保險證書」，並確保保險內容符合閣下的需要。倘若閣下需要此保單的放大字體版本，請致電 +852 2968 2288 與我們的客戶服務中心聯絡。

## 第一部份

### (1) 保險條款

「受保人」與「本公司」雙方同意：

- 將「投保表格及聲明」收納入本保險合約，並作為本保險合約的依據；
  - 由「受保人」繳付「附表」所列的「保費」；
  - 「本公司」按照本「保單」的條款及細則，為「附表」所訂「保險期」內發生的「事故」提供保險；及
  - 「本公司」承擔保險責任的先決條件如下：
    - 「受保人」或其他索取彌償者均已遵守本「保單」任何有關應做或不應做事項的條款及細則；及
    - 「投保表格及聲明」的內容及陳述均屬真實無訛。
- 本「保單」須由「本公司」授權的人士在「附表」簽署後方可生效。

## 第二部份

### (2) 一般釋義

於本「保單」而言：

- 「本公司」指蘇黎世保險有限公司。
- 「事故」指由同一個原因或事源引起而與「受保汽車」有關的單一或連續「事故」。
- 「本地區」指香港特別行政區；如以水路運載「受保汽車」（包括附帶的裝卸），則包括香港特別行政區的海域，但需由運輸汽車的船隻運載。
- 「受保人」指「附表」指定為受保人的人士。
- 「受保司機」指「受保人」或任何獲其指令或許可駕駛「受保汽車」的其他人士，惟「受保人」或駕駛「受保汽車」的人士必須持有駕駛該汽車的有效執照，或已持有而未遭吊銷或拒發該執照。「執照」一詞指「本地區」的法律、規例或發牌當局所規定的駕駛執照或許可證。
- 「受保汽車」指「附表」指定的汽車。
- 「保單」指本「私家汽車保險單」、「附表」及任何載於或附隨於本文的備忘及批單，全部須視為同一份文件，任何具有特定含義的詞語在整份文件中意義保持一致。
- 「投保表格及聲明」指已簽署的投保表格、聲明，以及「受保人」或其代表所提供的任何附加或替代資料。
- 「附表」指本「保單」的附頁，用以列明本保險合約的條文及細節。
- 「改善」是指更換新零件的價值與損壞零件於報告事故發生時之價值差額，價值參考列於下文第五部份5(d)項。「改善分擔」表格中的汽車製造年份。
- 「改善分擔」是指須由「受保人」支付的「改善」金額。
- 在本「保單」中，除另有規定外，單數須包括複數，反之亦然；凡提及某一性別的皆適用於另一性別。

## 第三部份

### (3) 適用承保範圍

- 如在「附表」上的「適用承保範圍」指定為「綜合保險」，則本「保單」第五部份的第1、2及3節均適用。
- 如在「附表」上的「適用承保範圍」指定為「第三者責任保險」，則只有本「保單」第五部份的第2節適用。
- 如在「附表」上的「適用承保範圍」指定為「第三者火險及盜險」，本「保單」第五部份的第1節關乎投保「受保汽車」直接及純粹因失火、自燃、電擊、爆炸、盜竊或企圖盜竊及並非任何其他事故所招致的損失或毀壞，及本「保單」第五部份的第2節適用。

## 第四部份

### (4) 汽車使用限制

本「保單」任何部份所提供的保障，只在「受保汽車」作社交、家庭及遊樂用途，或作涉及「受保人」的業務或職業的用途時方為有效。「受保汽車」以出租或收費形式接載乘客，或作賽車、速度調整、可靠性試驗、車速測試或任何涉及汽車業務的用途，本「保單」概不適用。

## 第五部份 – 保障

### (5) 第1節 – 針對「受保汽車」的損失或毀壞

- 「本公司」就「受保汽車」及/或其配件及/或其零件（只限正用於「受保汽車」者）的損失或毀壞對「受保人」作出彌償。「本公司」可選擇修理、復原或替換「受保汽車」及/或其配件及/或其零件，或對損失或毀壞作出現金彌償。  
「本公司」根據第5(a)項所作的彌償只限於：
  - 「受保汽車」在損失或毀壞時的合理市值；或
  - 「附表」所列「受保人」對「受保汽車」估值；以二者中較低者為準。為免除疑問，「本公司」根據第5(a)項負責的彌償額須扣除第8項指明的「自負額」。
- 如「受保汽車」因本「保單」承保的損失或毀壞事項而不能操作，「本公司」將額外支付以下安排所需的合理費用：
  - 保護及運送「受保汽車」至最近的修理處；及
  - 在完成修理後將「受保汽車」送回「受保人」在「本地區」內（發生損失或毀壞的地區）的地址；惟上述費用不得超過協定修理「受保汽車」費用的20%。
- 如「受保汽車」及/或其配件及/或其零件損失或毀壞，而「本地區」（即修理「受保汽車」的所在地）沒有所需零件的存貨，或「本公司」選擇對損失或毀壞作出現金彌償，則「本公司」對該零件的彌償責任僅限於該零件製造商或其代理商為「本地區」（即修理「受保汽車」的所在地）所發佈的最新目錄或價格表內的價格，或如無該等目錄或價格表，則僅限於最後在該製造廠取得的價格加上運送（空運除外）到「本地區」（即修理「受保汽車」的所在地）的合理運費，以及有關的進口稅與裝配該零件的合理費用。
- 對於「受保汽車」損失或毀壞而需要的維修，「本公司」同意彌償「受保人」的零件更換費用，並須根據以下列表從新零件價值扣除相關的「改善分擔」：  
「改善分擔」是通過將「改善分擔」的適用百分率乘以更換新零件費用得出。

製造年份 (由運輸署發出的車輛登記文件 所印明的製造年份起計)	「受保人」承擔「改善分 擔」的百分率
不超過一(1)年	0%
超過一(1)年但不超過兩(2)年	10%
超過兩(2)年但不超過三(3)年	15%
超過三(3)年但不超過四(4)年	20%
超過四(4)年但不超過五(5)年	25%
超過五(5)年但不超過六(6)年	30%
六(6)年以上	高於 30% · 並受制於報告 意外時損壞零件的價值

#### (6) 適用於第 1 節的特別條件

- (a) 如按「受保人」的要求，「附表」或本「保單」隨附備忘錄列有另一位「有利益的第三者」，則「本公司」就「受保汽車」的損失或毀壞所支付的任何現金款項均應向該「有利益的第三者」支付。該「有利益的第三者」收取「本公司」對該損失或毀壞所付款項，即代表「本公司」已履行全部有關損失或毀壞的責任。
- (b) 就「本公司」根據本「保單」可能負責彌償的損毀，「受保人」可授權進行必要的修理，但須符合下列條件：
- 預計修理費不得超過保險「附表」所列的「獲認可的修理費限額」；
  - 即時向「本公司」提供修理費的詳盡估價；及
  - 「受保人」須全力協助「本公司」明白該項修理是必需的而收費是合理的。
- (c) 如「受保汽車」的修理費用是第 1 節的索償項目，「本公司」有權否決有關修理地點或修理商的建議。如「受保人」選用的維修商的維修費用報價似乎不合理，「本公司」有權行使權力選用其他維修商修理「受保汽車」。

#### (7) 適用於第 1 節的不承保事項

「本公司」不承保以下事項：

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

#### (8) 適用於第 1 節的索償自負額

- 對於任何導致索償的「事故」（盜竊或企圖盜竊的「事故」除外），「本公司」將不負責有關索償的首筆款額，該款額相等於保險「附表」中「一般自負額」的款項。
- 如在導致索償的「事故」發生時：
  - 正駕駛「受保汽車」的人士並非保險「附表」所列的「指定司機」，根據第 8(a)項不應由「本公司」負責的首筆款額則會增加，即加上保險「附表」所列的「非指定司機自負額」；
  - 「受保汽車」正由 25 歲以下的人士駕駛，根據第 8(a)項不應由「本公司」負責的首筆款額則會增加，即加上保險「附表」所列的「年輕司機自負額」；
  - 「受保汽車」正由持有駕駛執照（不包括臨時駕駛執照）不足兩(2)年的人士駕駛，根據第 8(a)項不應由「本公司」負責的首筆款額則會增加，即加上保險「附表」所列的「新牌司機自負額」；
  - 「受保汽車」正停放在一處，根據第 8(a)項不應由「本公司」負責的首筆款額則會增加，即加上保險「附表」所列的「停泊損毀自負額」。
- 對於任何因盜竊或企圖盜竊而引致的索償，「本公司」將不負責每項索償首筆相等於保險「附表」中「盜竊損失自負額」的款項。
- 若根據第 1 節作出的索償：
  - 如第 8(c)項適用，則第 8(a)及 8(b)項並不適用；
  - 如第 8(a)項及第 8(b)(i)、8(b)(ii)、8(b)(iii) 及 8(b)(iv) 條任何一條或多條適用，則「本公司」負責的首筆款額不應予以累積計算；

- 如「本公司」招致的開支包括任何根據第 8(a)、8(b)或 8(c)項不應由「本公司」負責的金額，「受保人」須立即將該筆款項償還「本公司」。
- (e) 如「受保汽車」的損失或毀壞由獨立事故（火災、自燃、閃電或爆炸）引致，即並非因任何先涉及「受保汽車」的「事故」引致，則第 8(a)及 8(b)項的規定將不適用。

#### (9) 第 2 節 – 針對第三者的法律責任

在「保單」責任限額、條件與除外責任的規限下，「本公司」就「受保人」及/或任何「受保司機」及/或（在「受保人」要求下）任何在「受保汽車」內或進出「受保汽車」的人士（駕駛「受保汽車」的人士除外）有關：

- 任何人的死亡或身體受傷；及/或
  - 財產損毀；
- 在法律上應負責支付的一切款額（包括索償人的訟費與開支），以及在「本公司」的書面同意下由「受保人」或其代表招致及/或由「受保司機」或其代表招致及/或由該其他人士或其代表招致的其他訟費與開支，向「受保人」及/或該「受保司機」及/或該其他人士作出彌償。上述傷亡或財產損毀須源自「受保汽車」所引致或涉及的意外，包括在「受保汽車」裝卸貨物，以及在行車道或大道範圍內將需要裝上「受保汽車」的貨物搬至該汽車或在「受保汽車」卸貨後將貨物搬離該汽車。

#### (10) 適用於第 2 節的保險單責任限額

- 「本公司」根據第 2 節因任何「事故」向「受保人」及/或其他索取彌償人士所提供的彌償，包括索償人的訟費與開支，以及在「本公司」的書面同意下由「受保人」或其代表招致及/或由該其他人士或其代表招致的其他訟費與開支，均有以下限額：
  - 有關根據第 9(i)條任何人的死亡或身體受傷，限額見「附表」「第三者死亡或身體受傷」一欄；及
  - 有關根據第 9(ii)條的財產損毀，限額見「附表」「第三者財產損毀」一欄。

如本「保單」承保多於一輛「受保汽車」，不論涉及在同一「事故」中的「受保汽車」數目多少，均以上述彌償限額為準。
- 如任何「事故」導致多於一人獲得彌償，則第 10(a)項規定的「本公司」彌償限額將適用於所有索取彌償人士的彌償總額，但「受保人」可優先獲得彌償。
- 在導致第 2 節一宗或一連串索償的「事故」發生後，「本公司」可隨時向「受保人」及/或任何其他索取彌償的人士全數支付第 10(a)項規定的「本公司」責任限額（但需扣除任何已付數額）或索償達成和解的較少款額，而「本公司」須放棄進行任何抗辯、和解或司法程序，從此對以下各項概不負責：應向索償人支付的損害彌償及索償人的訟費；或任何被指稱因「本公司」在抗辯、和解或司法程序方面的作為或不作為而導致的損失，或因「本公司」上述放棄行為而被指稱導致「受保人」或有關人士蒙受的損害。「本公司」對以下費用亦不負責：「受保人」或有關人士或索償人或其他人士在「本公司」採取上述放棄行為後才招致的任何訟費或開支。

#### (11) 適用於第 2 節的特別條件

- 如任何有權根據第 2 節獲得彌償的人士去世，「本公司」則在按照及不抵觸「保單」適用於該死者的限制條款下，就該人士招致的法律責任向其法定遺產代理人作出彌償。
- 「本公司」有權選擇及自費：
  - 安排代表出席與第 2 節彌償所針對的死亡有關的調查或死因研訊；及/或
  - 在法院司法程序中就任何或指稱罪行導致或涉及第 2 節彌償所針對的事故抗辯。

#### (12) 第 2 節的不承保事項

「本公司」不承保以下事項：

- 對任何索取彌償的人士作出彌償：
  - 除非該人士遵守、履行及符合本「保單」所有適用的條款及細則；或
  - 如該人士有權根據其他保險單獲得彌償；
- 受僱於以下人士者在受僱工作期間因工死亡或身體受傷：
  - 任何依據第 2 節索取彌償的人士（包括「受保人」）；或

- (ii) 任何依據第 2 節索取彌償的人士 (包括「受保人」) 的僱主;
- (c) 屬於以下人士或由以下人士以信託形式持有、保管或管控的財產所蒙受的損失:
  - (i) 任何根據第 2 節索取彌償的人士 (包括「受保人」); 或
  - (ii) 任何根據第 2 節索取彌償的人士 (包括「受保人」共住的人士);
- (d) 並非由香港特別行政區司法管轄權的法院作出初審的判決; 或
- (e) 適用於第 2 節的索償自負額;
- (f) 在任何《香港機場 (禁區) 規例》適用範圍內駕駛「受保汽車」的任何責任, 但純粹為符合「汽車保險 (第三者風險) 條例」規定而在該處駕駛則除外。

### (13) 適用於第 2 節的自負額

- (a) 如有「事故」導致第三者財產損失的法律責任而索取彌償, 「本公司」將不負責有關索償的首筆相等於「附表」中「**第三者財產損毀自負額**」的款項。
- (b) 如在導致索償的「事故」發生時:
  - (i) 「受保汽車」正由二十五(25)歲以下的人士駕駛, 根據第 13(a)項不應由本公司負責的首筆款額則會增加, 即加上保險「附表」所列的「**第三者財產損毀適用的年輕司機自負額**」;
  - (ii) 「受保汽車」正由持有駕駛執照 (不包括臨時駕駛執照) 不足兩(2)年的人士駕駛, 根據第 13(a)項不應由本公司負責的首筆款額則會增加, 即加上保險「附表」所列的「**第三者財產損毀適用的新牌司機自負額**」。
- (c) 根據第 2 節作出索償:
  - (i) 如第 13(a)項及第 13(b)(i) 及 13(b)(ii)條任何一款或多款適用, 則「本公司」負責的首筆款額不應予以累積計算;
  - (ii) 「受保人」支付首筆款額是「本公司」負責作出彌償的先決條件。若「受保人」未能遵照這條件, 「本公司」無須就該索償承擔保險責任; 及
  - (iii) 如「本公司」招致的開支包括任何根據第 13(a)及 13(b)項不應由「本公司」負責的金額, 「受保人」須立即將該筆款償還「本公司」。

### (14) 使若干條款無效及有權追回款項

如按照「本地區」任何國家的法律或根據「本公司」與「香港汽車保險局」的任何協議, 「本公司」須支付一筆依據本「保單」不應由「本公司」負責的款項, 則「受保人」及任何其他獲「本公司」為其付款的人士須立即將該筆款項償還「本公司」。

### (15) 第 3 節 – 醫療費用彌償

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

## 第六部份

### (16) 無賠償折扣

無賠償折扣期	無賠償折扣組合	續保無賠償折扣將由「本公司」決定
少於一(1)年	0%	
一(1)年	30%	
連續兩(2)年	35%	
連續三(3)年	45%	
連續四(4)年	50%	
連續五(5)年或以上	60%	

- (a) 倘在任何上述「無賠償折扣期」期間並無根據本「保單」作出或引致索償, 「受保人」將於下次續保時獲「本公司」決定的無賠償折扣。

- (b) 為免生疑問, 「無賠償折扣組合」的百分率並非在下一期續保申請時計算保費的實際折扣率。無賠償折扣金額將由「本公司」根據包括但不限於無賠償折扣組合、「受保司機」年齡和「受保汽車」製造年份等因素決定。
- (c) 如在保險期內曾根據本「保單」的「受保汽車」作出或出現單宗索償其中:
  - (i) 「無賠償折扣組合」為 45%或以下, 「受保人」將不再享有任何保費的無賠償折扣, 此無賠償折扣將被取消; 或
  - (ii) 「無賠償折扣組合」為 50% 或 60%, 無賠償折扣將在下一期保單續保時分別降低至「無賠償折扣組合」30% 或 35%; 如果已經作出或出現多於一項索償, 則無賠償折扣將被取消, 而「受保汽車」將屬於 0% 的「無賠償折扣組合」。
- (d) 倘在保險期間曾依據本「保單」任何部份作出索償, 則縱使「受保人」及 / 或索取彌償的人士聲稱發生引致索償的「事故」不應歸咎於他 / 她 或並非由他 / 她促成, 他 / 她所享有的無賠償折扣仍須根據第 16(c) 項被取消或扣減。以下除外:
  - (i) 「受保人」可向「本公司」提供由香港特別行政區司法管轄權的法院針對第三者司機責任作出的定罪判決; 及
  - (ii) 「受保人」以及「受保司機」簽署關於「受保人」和「受保司機」沒有被起訴的確認信, 並且「受保人」和「受保司機」並未收到任何關於此「事故」的令狀或傳票; 或
  - (iii) 如「受保人」及 / 或「受保司機」於簽署沒有被起訴確認信後被起訴, 應儘快通知「本公司」。「本公司」保留權利要求「受保人」向「本公司」立即支付任何因應「受保人」的相應風險適用的「保費」差額。
- (e) 倘「受保人」獲得「本公司」事先同意, 將本「保單」的利益轉讓給另一人士, 新「受保人」的「無賠償折扣期」由轉保生效日期重新開始計算; 而原「受保人」則可保留無賠償折扣, 並適用於原「受保人」在轉保日期計十二(12)個月內為任何一輛私家汽車購買的汽車保單。
- (f) 如本「保單」承保超過一輛「受保汽車」, 則第 16 項下的無賠償折扣同樣適用並將根據各輛「受保汽車」的索償紀錄而定, 猶如每輛「受保汽車」各有獨立的保險單一樣。
- (g) 本第 16 項 (如適用) 受第 20(a)項的無賠償折扣保障的約束。
- (h) 如在本「保單」簽發時, 「受保人」尚未提供前汽車保險公司書面確認的無賠償折扣 (NCD, NCB 或 CFD) 及 / 或「無賠償折扣期」, 「本公司」保留在本保單生效期間的任何時間 (包括在「本公司」支付任何索償及 / 或本保單續保之前) 要求提供此類書面確認或任何類似書面證明的權利。如無賠償折扣及 / 或「無賠償折扣期」因「投保表格及聲明」中存在的任何虛假或不準確資料、陳述或聲明而適用, 「本公司」保留要求「受保人」向「本公司」立即支付任何相應風險適用的「保費」差額的權利。為免除疑問, 任何因「投保表格及聲明」中作出的虛假、不準確或不完整的資料、陳述或聲明引致的「保單」下之責任, 「本公司」概不負責。

## 第七部份

### (17) 一般不承保事項

- 「本公司」根據本「保單」不承保以下事項:
- (a) 在下列情況下造成、蒙受或招致的任何意外、損失、毀壞或法律責任:
    - (i) 在「本地區」以外範圍;
    - (ii) 在獲「受保人」指令、許可或在其知情的情况下, 與本「保單」所提供的彌償有關的「受保汽車」在並非遵照本「保單」第 4 項「汽車使用限制」的情況下使用, 或由並非「受保司機」的人士駕駛 (或所謂由該人士駕駛, 是指在該人士指揮下駕駛);

- (b) 由下列項目直接或間接、作為近因或遠因引起、參與造成、引發或相關的任何意外、損失、毀壞或法律責任（但為符合《汽車保險（第三者風險）條例》的規定而必須負責的情況則屬例外）：
- (i) 戰爭、侵略、外敵行為、敵對行為或軍事行動（無論宣戰與否）、內戰、叛變、軍事起義、造反、革命、起義、軍事或篡奪權力；
  - (ii) 罷工、暴亂、民眾起義；或
  - (iii) 拘禁、扣押、充公或企圖拘留、扣押、充公；或因任何上述事故產生的直接或間接後果；
- (c) 任何因協議而附加的法律責任，而若無該協議則本應不會附加該等法律責任；
- (d) 由電離輻射或放射性污染（來自核燃料或來自燃燒核燃料所得的核廢料）直接或間接引致、參與造成或引發的任何意外、損失或財產毀壞，或任何因此造成的損失或開支，或任何相應而產生的損失，或任何性質的法律責任。第 17(d)項所指的燃燒包括自持核裂變；
- (e) 直接或間接由核子武器材料引致、參與造成或引發的任何意外、損失、毀壞或法律責任；
- (f) 如於下列情況，「受保汽車」在「受保人」或「受保司機」駕駛或企圖駕駛、操縱或控制下造成、蒙受或招致任何意外、損失、毀壞或法律責任：
- (i) 「受保人」或「受保司機」在有關「事故」時是受酒類及 / 或藥物的影響，其程度達到沒有能力妥當地控制「受保汽車」，因而被定罪；或
  - (ii) 「受保人」或「受保司機」呼氣、血液或尿液中的酒精含量超出不時修訂之《道路交通條例》（香港法律第 374 章）第 2 條或其他取代該條例之法例所指定的上限；或
  - (iii) 「受保人」或「受保司機」在無合理原因的情況下，不依法提供呼氣、口腔粘液、血液或尿液樣本進行化驗或分析，或進行其他有關法例規定之測試。
- (g) 任何直接或間接因以下事故引致、參與造成、導致、引發或與此等行為有關之損失、毀壞、死亡、損傷、喪失能力、法律責任或任何性質的開支或費用：
- (i) 任何恐怖主義活動，不論是否有任何其他原因或事件同時或連串導致損失；或
  - (ii) 任何控制、預防、壓制、還擊恐怖主義活動或就此作出應變的行動。
- 於此不承保事項而言，恐怖主義活動包括任何人士或團體，因政治、宗教、理想主義或同類目的（包括意圖影響任何國家的法理或實際政府或其政治分支及 / 或威嚇任何國家的公眾或任何公眾階層），不論是獨自或代表或牽涉任何組織或法理或實際政府所作出、準備作出或威脅作出的行為，並且：
- 涉及向一(1)名或多名人士使用暴力；
  - 涉及毀壞財產；
  - 危害有關恐怖分子以外之其他人的性命；
  - 對公眾或個別公眾階層的健康或安全構成風險；或
  - 企圖干預或破壞任何電子系統。
- (h) (i) 由「網絡行為」直接或間接引致、造成、導致、引發或與此等行為有關的任何損失、毀壞、法律責任、索償或任何性質的開支或費用。
- 「網絡行為」是指在任何時間和地點所做的任何未經授權、惡意或犯罪行為。而該行為涉及進入、處理、使用或操作任何電腦系統、電腦軟體程式、惡意代碼、「電腦病毒」或流程或任何其他電子系統。
  - 「電腦病毒」是指一組損壞的、有害的或未經授權的指令或代碼，包括一組通過程序或其他方式惡意傳播的未經授權指令或代碼，並通過電腦系統或任何性質的網絡傳播。電腦病毒包括但不限於「特洛伊木馬」、「蠕蟲」和「時間或邏輯炸彈」。
- (ii) 由任何性質的原因（包括但不限於「網絡行為」）引致任何「電子數據」的損失、損害、破壞、扭曲、擦除、損壞或更改；或由此產生任何性質的「電子數據」的使用性損失、功能性、成本或費用的降低，不論其他任何原因或事件是否同時或以任何其他順序造成了損失。

- 「電子數據」是指將事實、概念和資訊轉換為可通過電子和機電數據處理或電子控制設備進行通訊、解釋或處理的形式，並包括用於處理和操縱數據，或用於指示和操縱這些設備的程式、軟件和其他編碼指令。

(iii) 電子數據遺失：

如本「保單」受保的「數據處理媒體」遭受實質損失或損毀，本「保單」將涵蓋維修或更換「數據處理媒體」本身的費用以及從備份或上一代原件複製「電子數據」的費用。任何從研究和工程或重新創建、收集或組裝此類「電子數據」而產生的費用均不受保。如果該媒體未有被維修、更換或恢復，估價的基本準則為空白「數據處理媒體」的成本。但是，即使此類數據無法被重新創建、收集或組裝，本「保單」也不會就與此類數據的價值有關的金額，向「受保人」或任何其他一方作出任何賠償。

- 「數據處理媒體」是指本「保單」下受保的可儲存「電子數據」的物件，而不是「電子數據」本身。
- (i) 倘若本保單受保範圍內任何損失或毀壞或法律責任亦受其他保單（等）所保障，「本公司」將毋須就有關索償而負責，惟超逾該等其他保單可賠償額之損失或毀壞或法律責任的索償則屬例外。
  - (ii) 任何直接或間接由傳染病或傳染病的恐懼或威脅（不論是實際或意識到的）引致、引起、或於傳染病或傳染病的恐懼或威脅（不論是實際或意識到的）的同時發生或以任何順序發生的任何損失、損毀、索償、費用、開支或其他款項。

就本保單而言，損失、損毀、索償、費用、開支、或其他款項包括但不限於為傳染病或受該傳染病影響的任何受保財產之清理、解毒、清除、監測或測試的任何費用。

如本條款所述，傳染病是指可通過任何物質或媒介從任何生物體傳染給另一生物體的任何疾病，其中：

- 物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變種，不論其是否被視為活體，及
- 傳播方法，不論是直接或間接，包括但不限於空氣傳播、體液傳播、從任何表面或物體、固體、液體或氣體或生物體之間的傳播，以及
- 疾病、物質或媒介可能導致人類健康或人類福祉的損害或造成相關威脅，或可能導致本保險項下的受保財產造成損毀、惡化、價值損失、可銷售性或使用性損失或造成相關威脅。

在任何法律行動、訴訟或其他司法程序中，如「本公司」指稱任何意外、損失、毀壞或法律責任因第 17(a)(ii)、17(b)及 17(g)項的緣故不可根據本「保單」獲得彌償，則舉證責任落在索取彌償的人士身上，由其證明該意外、損失、毀壞或法律責任可獲彌償。

## 第八部份

### (18) 一般條款

- (a) 凡根據本「保單」發出或作出的通知書或通訊，均須以書面形式送達「本公司」。
- (b) 一旦發生任何可引致本「保單」索償的「事故」，「受保人」須立即將全部詳情通知「本公司」。「受保人」在收到任何索償書信、令狀、傳票或法律程序文件後，須立即通知並將有關文件轉交「本公司」。「受保人」或任何索取彌償的人士如獲悉與引致本「保單」索償的「事故」有關而即將進行的起訴、調查或死因研訊，須立即以書面通知「本公司」。如因盜竊或其他刑事罪行可能成為本「保單」索償的因由，「受保人」須立即通知警方，並須與「本公司」合作將犯罪者繩之於法。
- (c) 在末得「本公司」事先書面同意前，「受保人」（或其代表）或任何索取彌償的人士（或其代表）不得作出以下任何一項：承認、要約、承諾、付款或彌償。「本公司」有權以「受保人」或索取彌償人士的名義就任何索償接辦及進行抗辯或和解，或為「本公司」的利益以「受保人」或該人士的名義，就任何對彌償或損害賠償或其他項目的索償作出起訴。「本公司」對進行任何法律程序及任何索償的和解享有全面的酌情決定權。「受保人」及該人士須提供一切「本公司」所需的資料及協助。

(d) 「受保人」須採取一切合理步驟以防「受保汽車」損失或毀壞，以及保持「受保汽車」的良好性能。「本公司」有權隨時全面自由檢查「受保汽車」或其任何部份，或查問「受保人」的司機或僱員。如遇意外或故障，不得將「受保汽車」置諸不理而不採取適當措施以防止進一步的毀壞或損失；如「受保汽車」在未經必需的修理前遭人駕駛，則任何增加的損毀、「受保汽車」任何進一步的損毀或因此而引起的第三者法律責任，均不得包括在本「保單」的彌償範圍內。

(e) (i) 「本公司」可透過下述方式取消本「保單」：七(7)天前以掛號郵遞將有關通知寄達「受保人」最後為人所周知的地址。在「本公司」取消本「保單」情況下，「本公司」在扣除本「保單」有效期內按比例應付的保險費後，將向「受保人」退還保險費餘款。本「保單」可由「受保人」以七(7)天通知取消，而（只要在當時的「保險期」內未出現任何索償，並在取消日期當日或之前將當時的「保險證書」交還「本公司」），「受保人」有權獲退還保險費餘款（即在扣除以下短期保費率計算本「保單」有效期內應付的保險費後的餘額）。為免除疑問，如「本公司」已就本「保單」支付完全毀壞賠償，即使取消保單，「受保人」亦不會獲退還保險費。

(ii) 短期保費率

如「受保人」已經為保險期支付 1,300 港元的最低保費額，「本公司」會按以下短期保費率計算並向「受保人」退還其在本「保單」取消後應獲退還的保險費。

保險期（不超過）	
一(1)個月	年保費率25%
二(2)個月	年保費率35%
三(3)個月	年保費率45%
四(4)個月	年保費率55%
五(5)個月	年保費率65%
六(6)個月	年保費率75%
七(7)或八(8)個月	年保費率85%
(超過) 八(8)個月	全年保費

(f) 如在本「保單」之下出現索償時有任何其他承保同一損失、毀壞或法律責任的保險，「本公司」不必負責支付或攤分超過其按比例計算「本公司」應付的損失、毀壞、彌償、訟費或開支數額，但在任何情況下，第 18(f)項均不得將任何責任加於「本公司」；若無第 18(f)項便可根據第 12(a)(ii)項予以免除的法律責任。

(g) 如有任何關乎本「保單」或任何「保險證書」出現的爭議，爭議各方根據香港司法機構為民事調解所訂立及爭議當時所適用之有關實務指示，真誠進行調解。如爭議各方未能於九十(90)日內透過調解解決爭議，爭議各方均應將有關爭議提交予香港國際仲裁中心，按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》仲裁解決。

本仲裁條款適用的法律為香港法律，而仲裁地應為香港。仲裁員人數為一(1)名，而仲裁程序應以英語進行。

現明文述明，在爭議各方根據本「保單」或其「保險證書」行使任何法律權利前，必須先取得仲裁決定。不論任何類型爭議解決方案的狀況或結果，如「本公司」否認或否決「受保人」就本「保單」或其「保險證書」的索償之任何責任，而「受保人」並未能於「本公司」的否認或否決之十二(12)個月內按以上規定展開仲裁，「受保人」之賠償申請即被視作已被撤回或放棄，並且不能根據本「保單」或其「保險證書」再次進行追討。

(h) 本「保單」及其所有「保險證書」受香港法律及條例管轄及按其詮釋。而受本「保單」之第 18(g)項所限下，爭議各方同意受香港法院的專有司法管轄權管轄。

(i) 第三者權利

除「受保人」或本「保單」以明示方式指明以外，任何人士如非本「保單」之一方並沒有權利執行或享有本「保單」任何條款的保障。任何有關合約第三者權益之法例將不適用於本「保單」。不論本「保單」任何條款所列，任何保單變更（包括任何解除責任或責任妥協）或終止均不須第三者同意。

(j) 個人資料收集目的

「本公司」將根據「本公司」不時通知「受保人」的私隱政策使用所有已收集及持有的個人資料，「受保人」亦可透過此網址查閱有關私隱政策：<https://www.zurich.com.hk/zh-hk/services/privacy>

「受保人」須授權及須促使「受保人」/「受保司機」授權「本公司」根據「本公司」於不時適用之私隱政策所詳列的必須用途，使用及轉發資料（至香港境內或境外）包括任何適用的法律、規則或指引所定義之敏感性個人資料。如「受保人」向「本公司」提供任何第三者資料，「受保人」必須保證於提供此等個人資料予「本公司」前已獲得有關資料當事人之正式同意，使「本公司」可以評估、處理、簽發及執行管理本「保單」，包括但並不限於進行任何對有關資料當事進行審慎調查、合規及制裁查核。

(k) 若本「保單」提供的保險、款項、服務、保障及/或「受保人」的任何業務或活動會違反任何適用的貿易或經濟制裁法律或監管要求，不論本「保單」任何其他條款所列，保險公司則不得被視為向任何「受保人」或其他一方提供任何保險或將向「受保人」或任何其他一方支付任何款項或提供任何服務或保障。

以上條文亦適用於任何被保險公司視為適用的貿易或經濟制裁法律或監管要求，或若「受保人」或其他接受款項、服務或保障的一方是受制裁人士。

## 第九部份

### (19) 索償服務

如「受保汽車」涉及交通意外，「受保人」應：

- 立即通知「本公司」；
- 填寫「索償表格」，並提供以下文件：
  - 「受保人」及肇事司機正式填寫及簽署的「汽車意外報告」表格正本及同意信；
  - 肇事司機於意外發生時生效的「駕駛執照」及香港身份證副本；
  - 「受保汽車」的「車輛登記文件」（雙面）副本；
  - 維修報價單（如適用）；及
  - 肇事司機的呼氣檢驗結果（如適用）。
- 將所有第三者發出的通信及/或警方傳票交給「本公司」處理。如需協助，請聯絡「本公司」的「汽車索償部」。電話熱線：+852 2903 9388  
傳真：+852 2968 1660

## 第十部份

### (20) 附加保障

備註：「附加保障」(a)至(m)項服務適用於「綜合保險」保單。第(k)至(m)服務適用於「第三者責任保險」及「第三者火險及盜險」保單，第(g)、(h)及(i)項服務「受保人」需自繳費用。

#### (a) 無賠償折扣保障

儘管第 16(c) 及(d)項另有規定，如在任何一個保險期內依據本「保單」任何部份提出的總索償額（扣除任何在「附表」中列明的自負額後）不超過 50,000 港元，「受保人」續保時將可享有無賠償折扣。無賠償折扣金額將由「本公司」根據包括但不限於「第 16 項表格中「無賠償折扣組合」的百分率、「受保司機」年齡和「受保汽車」製造年份等因素決定。

「本公司」與「受保人」協議，如「受保人」基於任何理由（包括立約雙方不續保）將無賠償折扣轉予任何其他保險公司，則所有提出索償將被計算而本項附加保障概不生效。

#### (b) 同款新車賠償

倘若「受保汽車」遭完全毀壞，「本公司」同意按照下列條件為「受保人」重置相同牌子及型號的車輛，而且不會扣除任何折舊額：

- 「受保人」是「受保汽車」的第一註冊車主；
- 「受保汽車」首次在運輸署登記後十二(12)個月內蒙受損失；

- (iii) 「受保汽車」在出廠後十二(12)個月內已在運輸署作首次登記；
- (iv) 「受保汽車」的牌子及型號在香港特別行政區有售；
- (v) 任何改裝裝置（如適用）一律不計算在內；
- (vi) 附加配件及設備一律不計算在內，但由「受保汽車」製造商裝置的並已投保的自選配件及設備除外；
- (vii) 重置新車的淨購價不可超過「受保汽車」的投保額；及
- (viii) 重置前必須取得「本公司」書面同意。

然而，假如「受保人」選擇不接受重置汽車或所重置的汽車缺貨，「本公司」將依照「保單」的條款及細則向「受保人」支付賠償，本附加保障將被視作不適用。

**(c) 汽車損毀賠償 (適用於受保汽車損失或毀壞及製造年份起計不超過六(6)年的受保汽車)**

倘「受保汽車」遭受損失或毀壞而「受保汽車」於「本公司」指定汽車維修商(「本公司」將會不時在智選汽車網絡更新指定汽車維修的商戶)進行維修,除任何適用於第 1 節的索償自負額外,「本公司」同意彌償「受保人」的實際維修和零件更換費用而不扣除新零件的「改善分擔」價值差額。

此保障僅適用於由運輸署發出的車輛登記文件所印的製造年份起計不超過六(6)年的「受保汽車」。

**(d) 醫療費用及個人意外保障**

以下條文已納入第 3 節第 15 項的醫療費用賠償規定。

除上文所載外,「本公司」與「受保人」協議,如「受保人」及/或「記名司機」因「受保汽車」遭遇意外,而直接及即時鑒於暴力、突發、外來及可見因由而蒙受身體損傷,引致:

- (i) 死亡;
  - (ii) 一(1)隻或兩(2)隻手腕或其以上位置或一隻或兩隻腳腳踝或其以上位置截肢;或
  - (iii) 完全喪失單眼或雙眼視力,並且不可治癒;
- 「本公司」將支付 100,000 港元總賠償額。

**(e) 附加醫療費用**

「本公司」與「受保人」協議,付予「受保人」或「受保司機」的第 3 節第 15 項保險 - 醫療費用賠償的賠償限額增至 5,000 港元。

**(f) 免費擋風玻璃保障**

若只有前擋風玻璃受損或毀壞,而該項維修或更換於「本公司」指定的汽車擋風玻璃維修商進行,則本「保單」第 1 節第 7(d)項的規定並不適用。

**(g) 24 小時中途急修服務**

倘若「受保汽車」發生機件故障、有缺陷,又或涉及意外時,「本公司」將提供二十四(24)小時電話指導服務。如「受保汽車」已無法開動、不適合或不安全被駕駛,「本公司」將應「受保人」或其授權駕駛者的要求,自費安排緊急現場修理服務,但恕不負責燃料或任何零件或配件費用。在上述情況下,「受保人」不得在修理人員到場前不顧「受保汽車」而離開。

如當時天氣惡劣,「本公司」保留權利不提供本附加保障規定的服務。

根據此附加保障,「本公司」所承擔的最高賠償額為每宗援助個案 2,000 港元。

**(h) 24 小時緊急拖車服務**

倘若「受保汽車」因意外或機件故障而無法開動、不適合或不安全被駕駛,而且情況亦不容許在現場即時作出修理,「本公司」將自費安排拖車服務,將汽車拖往「受保人」或其授權駕駛者要求的最就近維修商或香港特別行政區內任何其他地點,但不負責任何道路收費或隧道費用。在上述情況下,「受保人」不得在拖車人員到場前不顧「受保汽車」而離開。

如當時天氣惡劣,「本公司」保留權利不提供本條規定的拖車服務。

根據此項,「本公司」所承擔的最高賠償額為每宗援助個案 2,000 港元。

**(i) 臨時代用汽車**

倘若「受保汽車」:

- (i) 因發生意外而令「受保汽車」無法開動、不適合或不能被安全駕駛,而無法開動、不適合或不安全被駕駛的時間為該意外後超過四十八(48)小時;或
- (ii) 被發現遭盜竊,而且並未在四十八(48)小時內尋回,則「本公司」將應「受保人」的要求並按照下列條件:

**(a) 指定獨立租車公司提供一輛汽車暫時代用:**

- 「本公司」將決定代用汽車的牌子及型號,故此未必與「受保汽車」相同;
- 「受保人」須負責 20% 的租車費用;
- 「本公司」恕不負責將代用汽車交送至「受保人」;
- 只有本「保單」「附表」訂明的任何「記名司機」或「受保人」才可登記為代用汽車的司機;
- 如「受保汽車」無法開動、不適合或不能被安全駕駛,發生意外後的拖車服務將由「本公司」安排;或
- 如「受保汽車」被盜竊,「受保人」必須出示向警方報失的口供報告。

當「受保汽車」修理完畢後,「本公司」便會即時停止提供代用汽車。如「受保汽車」被盜竊,「本公司」則會在失車被尋回及交回「受保人」後即時停止提供代用汽車。

根據此項,「本公司」所承擔的最高賠償額為每宗意外 4,000 港元。「本公司」只會按比例賠償實際的租車費用,「受保人」必須自行支付所有其他費用。「本公司」提供本附加保障載明的保障時,將指定一間獨立租車公司。「受保人」根據本附加保障提出索償時必須遵照租車公司的租車條款及細則。如「本公司」指定的租車公司無法提供代用汽車,「受保人」在「本公司」的同意下可安排租用牌子及型號與「受保汽車」相同的汽車代用,「本公司」會根據本附加保障的條款及細則向「受保人」賠償因此而招致的租車費用。

**(b) 或,如「受保人」沒有要求提供上述臨時代用汽車,**

「受保人」可向「本公司」索償計程車費用,並提供收據證明。「本公司」將補償「受保人」自意外發生日直至「受保汽車」妥善完成維修當日或如「受保汽車」遭盜竊,則從「受保汽車」遭盜竊當日直至「受保汽車」首次交還「受保人」期間已支付的計程車費用。根據此項,「本公司」所承擔的最高賠償額為每事故 2,000 港元。

**(j) 追討賠償服務**

- (i) 「本公司」將為「受保人」提供服務,追討「受保人」就第 1 節所支付的自負額,該自負額必須由香港特別行政區內發生的意外所引致,該意外:

- 需已經向「本公司」匯報,而「本公司」已經支付受毀壞的「受保汽車」的彌償;及
- 歸咎於就交通罪行被定罪的第三者之疏忽所引致。
- (ii) 「本公司」保留採取或終止追討訴訟的最終決定權。「本公司」不會為追討訴訟的結果作任何保證,如未能成功追討,「本公司」恕不負責上任何法律責任。

- (iii) 在追討訴訟的過程中,「受保人」須全力合作並協助「本公司」。

- (iv) 在追討訴訟過程衍生而必要的訟費和相關支出會由「受保人」及「本公司」按追討比例承擔。

- (v) 如追討成功,「本公司」將在扣除追討訴訟的任何費用/支出後,退回「自負額」予「受保人」。

**(k) 電動汽車充電器第三者的法律責任**

在「保單」責任限額、條件與除外責任的規限下,「本公司」同意彌償「受保人」、及/或「受保司機」所有其須依法承擔的費用,包括申索人訟費及支出,以及「受保人」及/或「受保司機」經「本公司」書面同意賠償「受保人」及/或「受保司機」有關以下的開支及費用:

- (i) 損毀第三者財產;及/或

- (ii) 任何人士死亡或身體受傷害(傷者或其受養人根據《僱員補償條例》要求「受保人」及/或「受保司機」彌償的身體傷害除外)·而該人士死亡或身體受傷害時,並非「受保人」或「受保司機」家庭成員·或不負責「受保人」或「受保司機」事宜,或不受「受保人」或「受保司機」控制·或並非代表「受保人」或「受保司機」行事·或從事其服務。

而該損毀、死亡或身體傷害因直接及適當使用電動汽車充電器為「受保汽車」充電而發生的意外導致,並在「本地區」內發生。

每次意外及每個保險期的最高賠償限額為 2,000,000 港元。

倘任何意外引起第三者財產損毀賠償責任,「本公司」將不負責有關索償的首 5,000 港元。

「電動汽車充電器」是指在「本地區」內由持牌電工安裝的公共或私人電動汽車充電器。

為免除疑問,第 10(c)、11、12(a) 至 12(d) 及 12(f)段適用於本第 20(k) 段。

**(l) 24 小時交通條例諮詢服務**

「本公司」可應「受保人」或其授權駕駛者的要求,透過電話提供有關香港交通條例的一般資料,以及交通意外/事故發生後可能招致的責任。「本公司」並不負責提供超越其能力範圍的資料及指導服務,亦不會就由此導致的損失或損害負責。

如有需要,「受保人」可自行尋求獨立法律意見。

**(m) 24 小時賠償查詢服務**

「本公司」設有 24 小時賠償查詢服務熱線,為「受保人」提供有關賠償程序及索償的指導服務。

24 小時電話熱線: +852 2886 3977

備註:

- (i) 第 20 項的附加保障受指定的限額所限制。
- (ii) 第(g)至(i)、(l)及(m)項服務由「本公司」所指定的服務機構提供。「本公司」毋須就此服務機構任何行為或未履行的義務負責。「本公司」亦毋須就「受保人」與此服務機構之間的任何爭議負責。
- (iii) 第(g)至(k)項服務只適用於香港特別行政區,而不適用於香港特別行政區境外發生的意外或故障。
- (iv) 「受保人」請緊記向「本公司」匯報交通意外,以便盡快填寫意外報告。

本保單備有中文及英文版本。兩個版本如有任何歧義,概以英文版本為準。