



MOTOR INSURANCE

ALL YOU NEED TO KNOW

This Policy Jacket explains your new insurance policy, so keep it safe in case you need it.

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Allianz Motor Insurance Policy Wording v4.0 (AZMI4.0)

Thank you for choosing Allianz.

Please read this Policy carefully to make sure that You have the coverage You need.

Your Policy consists of:

- the Application, Proposal and Declaration;
- the terms and conditions as shown in this Policy Jacket (i.e. this document);
- the Policy Schedule; and
- any other memoranda and endorsements.

Your Policy Schedule shows:

- details of Your coverage;
- the Period of Insurance; and
- any additional terms or conditions that may apply to Your Policy.

If You have any queries, please contact Your insurance agent / broker or Our office.

GENERAL DEFINITIONS

For the purpose of this Policy:

“Accessories” means original video, audio and other equipment as configured in the original specification by Your Motor Vehicle’s manufacturer whilst thereon. Any other additions, unless endorsed under the Policy as add-on benefits as chosen by You in the Application, Proposal and Declaration, will not be covered.

“Accident” means an unexpected and unintentional event that is violent, visible and external in relation to the Motor Vehicle.

“Application, Proposal and Declaration” means any signed proposal form, and any declaration or information supplied by or on behalf of You in addition thereto or in substitution thereof.

“Authorized Workshop” means a workshop We have approved and authorized to repair Your Motor Vehicle following a claim. For the list of the Authorized Workshops please contact Our 24-hour telephone advisory as specified in the Policy Schedule.

“Event” means any one event or series of events arising out of one common cause or source in connection with the Motor Vehicle.

“Geographical Area”, “Hong Kong” or “Hong Kong SAR” means the territories of Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the Motor Vehicle by sea (including incidental loading or unloading); save and except:

- when paragraph 19.2 is expressly indicated and applied according to Your Policy Schedule, “Geographical Area” shall also include the Guangdong Province of the People’s Republic of China;
- when paragraph 19.3 is expressly indicated and applied according to Your Policy Schedule, “Geographical Area” shall also include the Macau Special Administrative Region.

“Inexperienced Driver” means any person who has held for less than a period of two (2) years a full driving licence as stipulated in s.2, Cap 374B Road Traffic (Driving Licences) Regulations as may be amended from time to time or otherwise any applicable equivalent legislation.

“Insured Driver” means:

- (a) whilst the Motor Vehicle is used for social, domestic or leisure purposes, You or any other person who is driving on Your order or with Your permission provided that You or the person driving holds a licence to drive the Motor Vehicle 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; or
- (b) whilst the Motor Vehicle used in connection with Your business or the business of any person to whom the Motor Vehicle is engaged:
 - i. You or any other person who is in Your employ and is driving on Your order or with Your permission; or
 - ii. any person to whom the Motor Vehicle is engaged or any other person who is in the employ of such engager and is driving on his order or with his permission.

“Market Value” means the cost of replacing the Motor Vehicle with one of the same make and model, of similar condition, specification and age as prevailing immediately before the Accident.

“M.I.B.” means Motor Insurers’ Bureau of Hong Kong.

“Motor Vehicle” means the Motor Vehicle specified in the Schedule without any change or modification to any parts, Accessories, Windscreen and/or windows, unless otherwise declared by You, accepted by Us and endorsed under this Policy.

“Named Driver” means any person named in Your Policy Schedule under “Named Driver”.

“Period of Insurance” means the period of coverage shown in Your Policy Schedule. Where Your Policy is applied and submitted on the same date, Your Policy becomes effective only at the time Your Application, Proposal and Declaration is accepted by Us.

“Policy” means the terms and conditions of this Policy Jacket (i.e. this document), the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read together as one contract and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.

“Policy Schedule” or **“Schedule”** means the document specifying details of Your coverage and any specific terms applicable to Your Policy.

“Private Electric Charger” means electric charging equipment installed by a licensed electrician at a location under Your legitimate control as owner or that of Your licensee or tenant. Charging cables are excluded.

“Theft” means an event where a person intentionally and dishonestly takes Your Motor Vehicle, Accessories or spare parts without Your consent at the time that Your Motor Vehicle, Accessories or spare parts is/are taken, with the intention of permanently depriving You of the same.

“Total Loss” means when Your insured Motor Vehicle is damaged to the extent that We decide it is not economical or safe to repair, or it is stolen and not recovered.

“Type of Motor Vehicle” means the mark in the Policy Schedule which identifies if the insured Motor Vehicle is “Private Car”, “Commercial Vehicle”, “Motorcycle” or any other type of vehicle.

“Unnamed Driver” means any person who is not Named Driver.

“We” or **“Us”** or **“Our”** or **“The Company”** or **“Allianz”** means Allianz Automotive (a division of Allianz Global Corporate & Specialty SE Hong Kong Branch (incorporated in the Federal Republic of Germany with limited liabilities)).

“Windscreen” refers to the front, side, rear and quarter glass including the sunroof or any glass roof of the Motor Vehicle.

“You” or **“Your”** or **“Yours”** means the policyholder specified as such in the Schedule.

“Young Driver” means any person who is under twenty-five (25) years of age.

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.

INTRODUCTION

1. Insuring Clause

You and Us agree:

- 1.1 the Application, Proposal and Declaration is incorporated in and is the basis of this insurance contract;
- 1.2 You will pay the premium specified in the Schedule;
- 1.3 We will provide the insurance in the Geographical Area subject to these terms and conditions of this Policy in respect of any Event occurring during the Period of Insurance and as specified in the Schedule; and
- 1.4 the following shall be conditions precedent to Our provision of coverage under this Policy:
 - 1.4.1 observance of these terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by You or any other person claiming to be indemnified; and
 - 1.4.2 the information provided in the Application, the Proposal and Declaration is true and accurate.

2. Operative Insurance Cover

- 2.1 Where the “Operative Insurance Cover” in the Schedule is stated to be **“Comprehensive”**, all of these terms and conditions of this Policy hereunder shall apply. For the avoidance of doubt, any benefits described under paragraph 19 shall only be applicable to Your Policy if such coverage is expressly indicated in the Policy Schedule.
- 2.2 Where the “Operative Insurance Cover” in the Schedule is stated to be **“Third Party Only”**, Section I and Section III of these terms and conditions shall not be applicable to Your Policy. For the avoidance of doubt, any benefits described under paragraph 20 shall only be applicable to Your Policy if such coverage is expressly indicated in the Policy Schedule.

3. Limitations as to Use of the Motor Vehicle

The insurance coverage under any part of this Policy shall apply only if the Motor Vehicle is used (i) for social, domestic and pleasure purposes; or (ii) in connection with Your business or the business of any person to whom the Motor Vehicle is engaged.

The Policy will not operate when the Motor Vehicle is used for hire or reward (including but not limited to UBER or GOGO VAN or LALAMOVE or any car-sharing or ride-sharing activities), racing, pacemaking, reliability trial, speed testing, test-driving by any persons (including but not limited to potential buyers) or used for any purpose in connection with the motor trade.

4. No Claim Discount

- 4.1 In the event that no claim arises or being made under this Policy during any Period of Insurance specified below (“Claim-Free Period”), the Motor Vehicle will enjoy no claim discount (“NCD”) on premium as determined by Us upon next Policy renewal, and the NCD should progress to the relevant “NCD Group” as illustrated below corresponding to the applicable “Claim- Free Period”.

Where the **“Type of Motor Vehicle”** specified in the Policy Schedule is **“Private Car”**:

Claim-Free Period	NCD Group
Less than one year	0%
One year	20%
2 consecutive years	30%
3 consecutive years	40%
4 consecutive years	50%
5 or more consecutive years	60%

Where the “Type of Motor Vehicle” specified in the Policy Schedule is “Commercial Vehicle”, “Motorcycle” or any other type of vehicle:

Claim-Free Period	NCD Group
Less than one year	0%
One year	10%
2 consecutive years	20%
3 or more consecutive years	30%

Unless specified otherwise in the Policy Schedule.

- 4.2** If a claim has been made or has arisen under this Policy during a Period of Insurance during which the NCD Group is 40% or less, any NCD shall be cancelled upon next Policy renewal (i.e. 0% NCD Group). For “Private Car” coverage as specified in the Schedule, if a single claim has been made or has arisen under this Policy during a Period of Insurance for which the NCD Group is 50% or 60%, NCD will be reduced at the next renewal to the NCD Group of 20% or 30% respectively; if more than one claim has been made or has arisen during the any Period of Insurance, any NCD shall be cancelled (i.e. 0% NCD Group).
- 4.3** 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 NCD pursuant to paragraph 4.2 above notwithstanding any assertion or allegation that You and / or the person claiming to be indemnified is not at fault or has not contributed to the occurrence of the Event resulting in the claim under this Policy.
- 4.4** If two Motor Vehicles or more are insured under this Policy, any discounts applicable under this paragraph 4 shall be applied in respect of each insured Motor Vehicle.

- 4.5** This paragraph 4, if applicable, is subject to “No Claim Discount Protector” as per paragraph 18.9.
- 4.6** For the avoidance of doubt, the percentage under NCD Group may not be the actual figure to apply to derive Your premium saving upon next renewal. The amount of premium saving shall be determined by Us.
- 4.7** If a written confirmation from Your previous motor insurer supporting NCD and/or Claim-Free Period is not available at the point of the Policy’s issuance, We reserve 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 Us paying any claim and/or renewing the Policy. In the event that NCD and/or Claim-Free Period were applied because of any false or inaccurate information, representation or declaration made in the Application, Proposal and Declaration, We reserve the right to request You to pay to Us any applicable premium difference forthwith to match Your correct risk exposure. For the avoidance of doubt, We 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 Application, Proposal and Declaration.

SECTION I (Paragraphs 5 – 8)

5. Section I Insurance - Against Loss of or Damage to The Motor Vehicle Due to Accident

5.1 We will indemnify You against loss of or damage to the Motor Vehicle and/or its Accessories and/or its spare parts as configured in the original specification by Your Motor Vehicle's manufacturer whilst thereon, if such loss or damage is due to Accident. We may, at Our option, repair, reinstate or replace the Motor Vehicle and/or its Accessories and/or its spare parts, or reimburse the amount of such loss or damage. Our liability is limited to:

5.1.1. the reasonable Market Value of the Motor Vehicle at the time of its loss or damage, as determined in Our sole discretion; or

5.1.2. estimated value of the Motor Vehicle as specified in the Schedule; whichever is the lesser amount, unless specified otherwise in the Policy Schedule.

5.2 If the Motor Vehicle is disabled by reason of loss or damage insured by this Policy, We will additionally pay the reasonable cost of:

5.2.1. protection and removal of the Motor Vehicle to the nearest repairer; and

5.2.2. redelivery after repair to Your address within the Geographical Area where the loss or damage was sustained

provided that the amount for such services shall not exceed 20% of the approved cost of repairs to the Motor Vehicle.

5.3 In the event of loss of or damage to the Motor Vehicle and/or its Accessories and/or its spare parts necessitating the supply of a part not obtainable from stocks available in the Geographical Area in which the Motor Vehicle is held for repair, or in the event of Us exercising the option to reimburse the amount of the loss or damage, Our liability in respect of any such loss or damage shall be limited to the relevant price quoted in the latest catalogue or price list of such part issued by the manufacturer or his agents for the Geographical Area in which the Motor Vehicle is held for repair or, if no such

catalogue or price list exists, the price last obtainable at the manufacturer's works plus the reasonable cost of transport (save and except by air) within the Geographical Area in which the Motor Vehicle 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

6.1 If at Your request a "Hire Purchase Owner" has been specified in the Schedule, or in a memorandum or endorsement endorsed hereon, any payment in reimbursement by Us in respect of loss of or damage to the Motor Vehicle shall be made payable to the "Hire Purchase Owner" so specified whose receipt shall be a full and final discharge of all Our liability in respect of such loss or damage.

6.2 You may proceed with the repair of the Motor Vehicle necessitated by damage for which may become payable under this Policy provided that:

6.2.1 the estimated cost of such repair does not exceed HK\$5,000, unless specified otherwise in the Policy Schedule;

6.2.2 We are furnished with a detailed estimate of the repair cost; and

6.2.3 it is determined in Our sole discretion that such repair is necessary and the charge is reasonable.

6.3 Where the Motor Vehicle is the subject of a claim under Section I, We reserve the right of final approval concerning a proposed place of repair or motor repairer. The Company shall have the final discretion in the selection of motor repairer and shall not be liable for any repair costs (including towing, storage or any incidental expenses) without Our written approval prior to the repair work commences.

6.4 In so far as indemnity granted under Section I of this Policy is concerned, We reserve the right to appoint a motor repairer for the repair of the Vehicle if the quote of repair cost submitted by You or Your appointed workshop is determined, in Our sole discretion, to be unreasonable.

6.5 It is a condition precedent to Our liability under this Policy that in respect Theft occurred:

6.5.1 the Motor Vehicle is fitted with an anti-theft alarm system approved

by Us, and that no withdrawal, alteration or vibration of the system, or any structural alteration which might affect the system, shall be made without Our written consent;

- 6.5.2** the anti-theft alarm system shall have been put into full and effective operation at all times when the Motor Vehicle is unattended, and at all other appropriate times;
- 6.5.3** the anti-theft alarm system shall have been maintained in good order throughout the Period of Insurance;
- 6.5.4** all other protections provided for the safety of the Motor Vehicle shall be maintained in good order throughout the Period of Insurance and that they are in full and effective operations at all times; and
- 6.5.5** all keys and duplicate keys relating to the alarm system shall be removed from the Motor Vehicle when unattended.

7. Special Exceptions Applicable to Section I Insurance

We shall not be liable in respect of:

- 7.1** indirect or consequential loss;
- 7.2** wear and tear, mechanical or electrical breakdown, failure or breakage;
- 7.3** loss of or damage to the Motor Vehicle arising out of (i) the operation of the Motor Vehicle as a tool; or (ii) the operation of any tool of the Motor Vehicle or any plant forming part of the Motor Vehicle or attached thereto;
- 7.4** any loss, damage or liability whatsoever if the Motor Vehicle does not comply with, at the time of any Event leading to a claim under this Policy, any condition(s) under paragraph 6.5;
- 7.5** damage caused by overloading or strain;
- 7.6** damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time;
- 7.7** damage to Your modified Motor Vehicle which is not configured in the original specification by Your Motor Vehicle's manufacturer, unless any such modification has been declared to Us in the Application, Proposal and Declaration. For the purpose of this paragraph 7.7, "modifications"

are changes to Your Motor Vehicle's original specification, including any optional accessory or equipment. Modifications include, but are not restricted to, changes to the appearance and/or the performance of Your Motor Vehicle (including wheels, suspension, bodywork and engine);

- 7.8** any damage if the driver of the Motor Vehicle leaves the scene of an Accident without reasonable excuse as shall be determined by Us, which shall include but not limited to any act or omission that may be detrimental to Our investigation of the material circumstances which led to Accident or who was the driver at the moment of Accident;
- 7.9** claims excess(es) applicable to Section I;
- 7.10** depreciation which is based on the market depreciation at the time of loss. This paragraph 7.10, if applicable, is subject to "New Nil Depreciation on Repairs" as per paragraph 18.3.

8. Claims Excesses Applicable to Section I Insurance

- 8.1** In respect of any Event giving rise to a claim (other than Theft or attempted Theft), We shall not be liable for the first amount of such claim specified in the Policy Schedule as "General Excess".
- 8.2** The first amount of any claim for which We are not liable pursuant to paragraph 8.1 above will be increased if, at the time of the occurrence of the Event giving rise to the claim:
 - 8.2.1** the Motor Vehicle is being driven by an "Unnamed Driver", by an additional amount by way of the "Unnamed Driver Excess" specified in the Schedule;
 - 8.2.2** the Motor Vehicle is being driven by a "Young Driver", by an additional amount by way of the "Young Driver Excess" specified in the Schedule;
 - 8.2.3** the Motor Vehicle is being driven by an "Inexperienced Driver", by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule; or
 - 8.2.4** the Motor Vehicle is parked, by an additional amount by way of the

“Parking Damage Excess” specified in the Schedule.

- 8.3** In respect of any claim arising out of Theft or attempted Theft of the Motor Vehicle, We shall not be liable for the first amount of each claim specified in the Schedule as the “Theft Loss Excess”.
- 8.4** In respect of any claim relating to the accidental breakage of glass in the Windscreen, windows, or glass panoramic roof or mirrors of the Motor Vehicle, and that there is no other damage to the Motor Vehicle, We shall not be liable for the first amount of each claim specified in the Schedule as the “Windscreen Excess”.
- 8.5** In the event of a claim under Section I:
- 8.5.1** if paragraph 8.3 above is applicable, then paragraphs 8.1 and 8.2 above will not be applicable;
- 8.5.2** if paragraph 8.1 and one or more of sub-paragraphs 8.2.1, 8.2.2, 8.2.3 and 8.2.4 mentioned above are applicable, the first amount of such claim for which We are not liable will be calculated in aggregate;
- 8.5.3** if the expenditure incurred by Us included any amount for which We are not liable pursuant to paragraphs 8.1, 8.2, or 8.3, You shall forthwith repay such amount to Us.
- 8.6** The provisions of paragraph 8.2 above shall not apply to loss of or damage to the Motor Vehicle caused by fire, self-ignition, lightning or explosion which arises independently and not out of any preceding Accident involving the Motor Vehicle.

SECTION II (Paragraphs 9 – 14)

9. Section II Insurance - Against Third Party Legal Liabilities

Subject to paragraphs 10, 11 and 12, We will indemnify You, any Insured Driver and/or any person (other than the person driving) in or getting into or out of the Motor Vehicle against all sums including costs and expenses which You 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 You and/or such Insured Driver and/or such other person with Our written consent in respect of:

- 9.1** death of or bodily injury to any person; and/or
- 9.2** 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 Vehicle including the loading or unloading of goods onto or from the Motor Vehicle or due to direct usage of a Private Electric Charger and within the limits of any carriageway or thoroughfare the bringing of goods to the Motor Vehicle for loading thereon or the taking away of goods from the Motor Vehicle after unloading therefrom.

10. Policy Limits of Liability Applicable to Section II Insurance

- 10.1** Our indemnity to You 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 Your behalf and/or such other person with Our written consent arising out of any Event is limited to:
- 10.1.1** HK\$100,000,000 in respect of death of or bodily injury to any person pursuant to paragraph 9.1 above; and
- 10.1.2** HK\$2,000,000 in respect of damage to property pursuant to paragraph 9.2, unless specified otherwise in the Policy Schedule.

Where the Policy insures more than one Motor Vehicle, the limitations of Our indemnity will nevertheless apply irrespective of the number of insured Motor Vehicles that may be involved in the same Event.

- 10.2** If the occurrence of any Event results in indemnity to more than one person, the limitations of Our liability specified in paragraph 10.1 above will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to You.
- 10.3** At any time after the happening of any Event giving rise to a claim or a series of claims under Section II, We may pay to You and/or any other person claiming to be indemnified the respective full amount of Our liability specified in paragraph 10.1 above (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled, and We 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 You or such person in consequence of any alleged action or omission of Us in connection with such defence settlement or proceedings or of Us relinquishing such conduct nor shall We be liable for any costs or expenses whatsoever incurred by You or by such person or by any claimant or other person after We shall have relinquished such conduct.
- 11. Special Conditions Applicable to Section II Insurance**
- 11.1** In the event of the death of any person entitled to indemnity under Section II, We will in respect of the liability incurred by such person indemnify his legal personal representative subject to the limitations specified hereunder which apply to such person.
- 11.2** We may at Our option and expense:
- 11.2.1** 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
- 11.2.2** undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any Event which may be the subject of indemnity under Section II.
- 12. Special Exceptions Applicable to Section II Insurance**
- We shall not be liable:
- 12.1** to indemnify any person claiming to be indemnified:
- 12.1.1** 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
- 12.1.2** if such person is entitled to indemnity for the same Event under any other insurance policy;
- 12.2** in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
- 12.2.1** any person (including You) claiming to be indemnified under Section II; or
- 12.2.2** the employer of any person (including Yours) claiming to be indemnified under Section II;
- 12.3** in respect of damage to property being conveyed by the Motor Vehicle or by a trailer attached thereto or to property belonging to or held in trust by or in the custody or control of:
- 12.3.1** any person claiming to be indemnified under Section II; or
- 12.3.2** a member of the same household of any person (including Yours) claiming to be indemnified under Section II;
- 12.4** in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong SAR;
- 12.5** (except so far as is necessary to meet the requirements of the Motor Vehicle Insurance (Third Party Risks) Ordinance) in respect of any liability arising out of (i) the operation of the Motor Vehicle as a tool or (ii) the operation of any tool or any plant forming part of the Motor Vehicle or attached thereto;
- 12.6** in respect of loss of or damage to utensils, stock-in-trade, surgical instruments, medical appliances or supplies and X-ray apparatus on the Motor Vehicle;
- 12.7** in respect of death of or bodily injury to or illness of any person caused by or through or in connection with or arising from:
- 12.7.1** poisoning of any kind or foreign or deleterious matter in food or drink;
- 12.7.2** anything harmful in the condition of any goods supplied at or from the Motor Vehicle or defective condition of the container of such goods; or

- 12.7.3** anything harmful or defective in any treatment given at or from the Motor Vehicle;
- 12.8** in respect of loss of or damage by vibration or by the weight of the Motor Vehicle and/or of the load carried by the Motor Vehicle to any bridge, weighbridge, viaduct road or anything beneath;
- 12.9** in respect of damage to any disabled mechanically propelled vehicle or property therein attached to the Motor Vehicle;
- 12.10** death, injury, loss or damage directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This exclusion shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Area of this Policy;
- 12.11** death or injury to any person or damage arising out of the presence of the Motor Vehicle in or on part of an aerodrome, airport, airfield or military base provided for
- 12.11.1** the take-off or landing of aircraft or the movement of aircraft on the surface.
- 12.11.2** aircraft parking aprons including the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars;
- 12.12** any claims excesses applicable under Section II of these terms and conditions of this Policy.

13. Claims Excesses Applicable to Section II Insurance

- 13.1** In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, We shall not be liable for the first amount of such claim specified in the Schedule as "Third Party Property Damage Excess".
- 13.2** The first amount of any claim for which We are not liable pursuant to paragraph 13.1 above will be increased if, at the time of the occurrence of the Event giving rise to the claim:

- 13.2.1** the Motor Vehicle is being driven by an "Unnamed Driver", by an additional amount by way of the "Unnamed Driver Third Party Property Damage Excess" specified in the Schedule;
- 13.2.2** the Motor Vehicle is being driven by a "Young Driver", by an additional amount by way of the "Young Driver Third Party Property Damage Excess" specified in the Schedule;
- 13.2.3** the Motor Vehicle is being driven by an "Inexperienced Driver", by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule;
- 13.3** If paragraph 13.1 and one or more of sub-paragraphs 13.2.1 and 13.2.2 mentioned above are applicable, the first amount of such claim for which We are not liable will be calculated in aggregate;
- 13.4** If the expenditure incurred by Us is resulting from a claim includes the amount for which We are not liable pursuant to paragraph 13.1 or 13.2, You shall forthwith repay such amount to Us.

14. Avoidance of Certain Terms and Right of Recovery

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

SECTION III (Paragraph 15)

15. Section III Insurance - Indemnity of Medical Expenses

We will pay to You the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by You or the Insured Driver (other than You) or any occupant of the Motor Vehicle as the direct and immediate result of an Accident to the Motor Vehicle, provided always that Our liability under Section III arising out of any Event shall not exceed a total limit of HK\$ 10,000 for all claims made under this Policy unless specified otherwise in the Policy Schedule.

16. General Exclusions

We will not be liable under the Policy in respect of any of the following:

16.1 any Accident, loss, damage or liability caused, sustained or incurred:

16.1.1 outside the Geographical Area; or

16.1.2 whilst on Your order or with Your permission or to Your knowledge the Motor Vehicle is in respect of which coverage is provided by this Policy is being used otherwise than in accordance with these terms and conditions of this Policy as to use of the Motor Vehicle, or being driven by any person not authorized by You, or is for the purposes of being driven by You in the charge of such person;

16.2 any Accident, loss, damage or liability caused, sustained or incurred whilst the Motor Vehicle is being driven by, or is in the charge of, or is under the control of You or Insured Driver:

16.2.1 who is convicted of an offence being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Vehicle; or

16.2.2 being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Vehicle; or

16.2.3 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

16.2.4 who failed, without reasonable excuse, to provide a specimen of breath, blood, or urine for testing or analysis as required by law.

16.3 death or injury to any person or damage arising out of the presence of the Motor Vehicle in or on part of an aerodrome, airport, airfield or military base provided for

16.3.1 the take-off or landing of aircraft or the movement of aircraft on the surface; or

16.3.2 aircraft parking aprons including the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars;

16.4 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, traceable to, arising out of or in connection with:

16.4.1 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;

16.4.2 strike, riot, civil commotion;

16.4.3 detention, seizure, confiscation or any attempt thereat;

16.4.4 nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or

16.4.5 any act of any person or persons acting on behalf of or in connection with any organization the objectives of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means,

or by any direct or indirect consequences of any of the above occurrences. In any action suit or other proceedings where the Company alleges that by reason of this paragraph 16.4, any Accident, loss, damage or liability is not indemnifiable under this Policy, the burden of proving that such Accident, loss, damage or liability is indemnifiable shall be on the person claiming to be indemnified.

- 16.5** any liability which attaches by virtue of another agreement but which would not have attached in the absence of such agreement;
- 16.6** 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 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 16.6, combustion shall include any self-sustaining process of nuclear fission;
- 16.7** any Accident, loss, damage or liability directly or indirectly caused by or contributed to or arising from nuclear weapon materials;
- 16.8** death, injury, loss or damage directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This exclusion shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Area of this Policy;
- 16.9** any liability incurred under this Policy where any false, inaccurate or incomplete information, representation or declaration has been made in the Application, Proposal and Declaration;
- 16.10** any Accident, loss, damage or liability caused, sustained or incurred when the Motor Vehicle is in control by any person without a valid (and not disqualified) driving license as required under the laws or regulations or by the licensing authority of the Geographical Area;
- 16.11** any Accident, loss, damage or liability caused, sustained or incurred when the Motor Vehicle is used for hire or reward (including but not limited to UBER or GOGOVAN or LALAMOVE or any car-sharing or ride-sharing activities), racing, pacemaking, reliability trial, speed testing, being test-driven for road-worthiness after repairs, test-driving by any persons (including but not limited to potential buyers) or used for any purpose in connection with motor trade, unless it is provided otherwise in the Policy Schedule;
- 16.12** any Accident, loss, damage or liability caused by or contributed to, by or arising from any failure to comply with and observe all applicable provisions, regulations or requirements relating to the carriage of dangerous goods;
- 16.13** 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) if the driver of the Motor Vehicle leaves the scene of an Accident without lawful excuse, pursuant to the Road Traffic Ordinance, section 56 duty to stop in case of Accident, where, owing to the presence of a vehicle on a road, an Accident occurs whereby (a) personal injury is caused to a person other than the driver of that vehicle; or (b) damage is caused to a vehicle other than that vehicle or a trailer drawn thereby; an animal other than an animal in or on that vehicle or a trailer drawn thereby; or any other thing not being in or on that vehicle or a trailer drawn thereby, the driver of that vehicle shall stop. Leaving the scene of an Accident without lawful excuse means not stopping and not remaining at an Accident scene and not fulfilling Your duties under the applicable law;
- 16.14** 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) due to deliberate, intentional, malicious or criminal act caused by or involving:
- 16.14.1** You;
 - 16.14.2** any other person who is a Named Driver;
 - 16.14.3** any other person who has been given permission by You to drive the Motor Vehicle; or
 - 16.14.4** any other person who is acting with Your express or implied consent.
- 16.15** Terrorism Exclusion Clause for Contamination and Explosives
- It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of:
- 16.15.1** biological or chemical contamination; or
 - 16.15.2** missiles, bombs, grenades, explosives, due to any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of sub-paragraph 16.15.1, "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substance.

16.16 War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence:

- 16.16.1** war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- 16.16.2** any act of terrorism. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This paragraph 16.16 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 16.16.1 and/or 16.16.2 above.

16.17 Sanction Limitation and Exclusion Clause

Under no circumstances shall this insurance contract be deemed to provide cover or any benefit and no liability be incurred to pay any claim

any benefit hereunder to the extent that the provision of such cover or benefit or payment of such claim would expose Us to any sanction, prohibition or restriction under relevant trade or economic sanction laws or regulations.

16.18 Institute Cyber Attack Exclusion Clause

In no case shall this Policy cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

16.19 Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

- 16.19.1** This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, 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.
- 16.19.2** 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 programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

16.19.3 Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised 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'.

16.20 Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

16.20.1 Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such electronic data to the assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

17. General Conditions

17.1 Every notice or communication to be given or made under this Policy shall be delivered in writing to Us.

17.2 In the event of any occurrence which may give rise to a claim under this Policy, You shall immediately give notice to Us with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to Us immediately on receipt by You. Notice shall also be given in writing to Us immediately if You 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, You shall give immediate notice to the Police and cooperate with Us in securing the conviction of the offender.

17.3 Any indemnity paid for an insured person's death under the Policy shall be payable to the insured person's estate or legal representative.

17.4 If the claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, all benefits in respect of such claims shall be forfeited and repaid to Us forthwith, and We reserve all Our rights and remedies, at law or otherwise, in such matter.

17.5 No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of You or any person claiming to be indemnified without the prior written consent of Us which shall be entitled to takeover and conduct in the name of You or such person the defence or settlement of any claim, or to prosecute in the name of You or such person for Our own benefit any claim for indemnity or damages or otherwise and We shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You and such person shall give all such information and assistance as We may require.

17.6 You shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain it in efficient condition and We shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of Yours. In the event of any Accident or breakdown, the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of indemnity granted by this Policy.

17.7 We may cancel this Policy by giving seven (7) days' notice by registered letter to You at Your last known address and in such event will return to You the premium paid less the pro rata portion thereof for the period this Policy has been in force.

17.8 This Policy may be cancelled at any time by You on seven (7) days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate of Insurance has been returned to Us on or before the date of cancellation) You shall be entitled to a return of premium less the premium calculated at Our short period rates for the period the Policy has been in force.

Short Period Rates are defined as:

Policy Period not exceeding	Premium Payable
1 Month	20% of annual rate
2 Months	30% of annual rate
3 Months	40% of annual rate
4 Months	50% of annual rate
5 Months	60% of annual rate
6 Months	70% of annual rate
8 Months	80% of annual rate
Exceeding 8 Months	Full annual premium

Pursuant to paragraph 17.16 the Premium Payable calculated at Our short period rate is subject to minimum premium, and is not lower than HK\$500 (not including M.I.B. surcharge and/or other applicable taxes).

- 17.9** If a claim has arisen during the current Period of Insurance, You are not entitled to return of premium.
- 17.10** Once the insured Motor Vehicle is declared Total Loss and has been paid the sum insured or limit of indemnity (whichever is the lesser), or had the Motor Vehicle replaced, the Policy conditions have been met in full and Our liability of the Policy is fully discharged, Your coverage comes to an end.
- 17.11** No notice of assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof is filed at the office of Allianz (a division of Allianz Global Corporate & Specialty SE Hong Kong Branch (incorporated in the Federal Republic of Germany with limited liabilities)) and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment.
- 17.12** If at the time of a claim arises under this Policy there is any other insurance policy covering the same loss, damage or liability, We shall not be liable to pay or contribute more than Our rateable proportion of any loss, damage, compensation, costs or expenses, provided always that nothing in this paragraph 17.12 shall impose on Us any liability from which but

for this paragraph 17.12 We would not have been liable pursuant to sub-paragraph 12.1.2.

- 17.13** All disputes 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 arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong 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 We disclaim liability for any claim made under this Policy and such claim is not within twelve (12) calendar months from the date of such disclaimer 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.
- 17.14** This Policy is subject to the exclusive jurisdiction of Hong Kong SAR and is to be construed according to the laws of Hong Kong.
- 17.15** 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.
- 17.16** This Policy is subject to a minimum premium of HK\$500 (not including M.I.B. surcharge and/or other applicable taxes).

18. Additional Benefits Applicable to “Comprehensive” Cover

18.1 Personal Accident Benefit for the Named Driver

We will pay this benefit according to the amount provided below for bodily injury sustained by the Named Driver specified in the Policy Schedule who is embarking / disembarking or driving the Motor Vehicle during the time of Accident, and caused by violent, accidental, external and visible means which are independent of any other cause (excluding medical or surgical treatment consequent upon such injury), within three (3) calendar months of the occurrence of such bodily injury resulting in:

Table of Benefits		
		Benefit amount*
Section A		
	Death	100%
Section B		
1.	Permanent Total Disablement	100%
2.	Permanent and Incurable Paralysis of all Limbs	100%
3.	Permanent Total Loss of Sight in both Eyes	100%
4.	Permanent Total Loss of Sight in one Eye	100%
5.	Loss of or Permanent Total Loss of use of two Limbs	100%
6.	Loss of or Permanent Total Loss of use of one Limb	100%
7.	Loss of Speech and Hearing	100%
8.	Permanent and Incurable Insanity	100%
9.	Permanent Total Loss of Hearing in :	
	9.1 Both Ears	75%
	9.2 One Ear	15%
10.	Loss of Speech	50%
11.	Permanent Total Loss of the Lens of one Eye	50%
12.	Loss of or Permanent Total Loss of use of four Fingers and Thumb of :	
	12.1 Right Hand	75%
	12.2 Left Hand	50%
13.	Loss of or Permanent Total Loss of use of four Fingers of :	
	13.1 Right Hand	40%
	13.2 Left Hand	30%
14.	Loss of or Permanent Total Loss of use of one Thumb :	
	14.1 both Right Joints	30%
	14.2 one Right Joint	15%
	14.3 both Left Joints	20%
	14.4 one Left Joint	10%

15.	Loss of or Permanent Total Loss of use of Fingers :	
	15.1 three Right Joints	10%
	15.2 two Right Joints	7.5%
	15.3 one Right Joint	5%
	15.4 three Left Joints	7.5%
	15.5 two Left Joints	5%
	15.6 one Left Joint	2%
	In the event that the Insured Person is left-handed, the applicable percentages for left and right hands as shown in 12 to 15 shall be reversed.	
16.	Loss of or Permanent Total Loss of use of Toes :	
	16.1 all-one Foot	15%
	16.2 both great Joints	5%
	16.3 great Joint	3%
17.	Fractured Leg or Patella with established non-union	10%
18.	Shortening of Leg by at least 5 cm	7.5%
19.	Permanent Disability not otherwise provided for under any of the Loss in Section B such percentage of the Principal Sum Insured shall be determined at the absolute discretion of Us and being in Our opinion not inconsistent with the compensation provided under Loss 9 to 18 inclusive. If more than one Loss result from one Accident, only the amount set opposite one Loss (the greater) will be paid. In no event shall duplicate or multiple motor policies with the same Insured Person increase the amount of benefits in excess of the above sum for any one Loss sustained by the Insured Person as a result of any one Accident. 'Loss' shall mean complete severance through or above the wrist or ankle joint or irrecoverable loss of entire sight or speech.	
20.	Permanent Total Disablement means bodily injury which prevents the Insured Person from attending to his business or occupation of any kind with proof satisfactory to Us that such disablement has continued for one year from the date of occurrence and will in all probability continue for the remainder of the Insured Person's life.	

Benefit amount*: Benefit amount, as a % of the Personal Accident benefit limit specified in the Policy Schedule.

- 18.1.1** The insurance coverage for the Named Driver is limited to Geographical Area.
- 18.1.2** Our liability in aggregate per Period of Insurance is limited to the “Personal Accident” sum insured specified in the Policy Schedule.
- 18.1.3** This Policy does not cover any loss caused by or resulting from:
- 18.1.3.1** suicide or any attempt thereof;
 - 18.1.3.2** engaging in or practising for racing of any kind other than on foot or speed or duration testing;
 - 18.1.3.3** any person affected (temporarily or otherwise) by alcohol or drugs while controlling the Motor Vehicle; or
 - 18.1.3.4** any pre-existing medical condition, physical defect or infirmity.

18.2 New for Old Replacement Car

In the event of a total loss of the Motor Vehicle, We agree to replace the Motor Vehicle with the same make and model without deducting any depreciation provided that:

- 18.2.1** You became the registered owner of the Motor Vehicle within the first twelve (12) months of the first registration of the Motor Vehicle with the Transport Department;
- 18.2.2** the loss occurs within the first twelve (12) months of the first registration of the Motor Vehicle with the Transport Department, unless specified otherwise in the Policy Schedule;
- 18.2.3** the first registration of the Motor Vehicle with the Transport Department must be made within twelve (12) months from the date of manufacture thereof;
- 18.2.4** the make and model of the Motor Vehicle is available in Hong Kong SAR;
- 18.2.5** the modifications made to the Motor Vehicle, if any, are excluded and deducted from any reimbursement hereunder;
- 18.2.6** additional Accessories and equipment are excluded, other than optional Accessories and equipment installed by Motor Vehicle manufacturer and the value of which is included in the purchase price of the Motor Vehicle;

- 18.2.7** the net purchase price of the replacement vehicle does not exceed the estimated value of the Motor Vehicle as specified in the Schedule;
- 18.2.8** the estimated value of the Motor Vehicle equals the net purchase price of the Motor Vehicle; and
- 18.2.9** written consent from the Company must be obtained before replacement.

However, if You choose not to accept the replacement vehicle or the replacement vehicle is not available, We will instead reimburse You in accordance with Section I of these terms and conditions of this Policy.

18.3 New Nil Depreciation on Repairs

In the event of the Accident that repairs to the Motor Vehicle are required, there will be no deduction made for depreciation on those spare parts which need replacement, provided that:

- 18.3.1** first registration of the Motor Vehicle with the Transport Department is made within twelve (12) months after the date of manufacture thereof; and
- 18.3.2** any loss that requires repair hereunder occurred within the first twelve (12) months of the first registration of the Motor Vehicle with the Transport Department.

18.4 Windscreen Replacement Benefit

We will pay a maximum of HK\$5,000 (unless specified otherwise in the Policy Schedule), in aggregate per Period of Insurance, for repair or replacement of any glass in the Windscreen, or in the windows of the Motor Vehicle, following accidental breakage of such glass, provided that there is no other damage to the Motor Vehicle. For the purpose of this paragraph 18.4, “breakage” means physical damage to glass in the Windscreen or in the windows of the Motor Vehicle, but does not include cosmetic damage or any defects of manufacture.

In respect of any Event giving rise to a claim, We shall not be liable for the first amount of such claim specified in the Policy Schedule as “Windscreen Excess” if such is specified in the Policy Schedule.

If You use Our Premium Repair Partner, payment will be handled directly by Us. For the list of Premium Repair Partners, You may contact 24-hour accident assistance hotline as specified in the Policy Schedule.

Payment made by Us under this paragraph 18.4 will not count as a claim for the purpose of paragraph 4 “No Claim Discount”.

“Windscreen Replacement Benefit” does not apply to the Motor Vehicles where the “Type of Motor Vehicle” is specified as “Commercial Vehicle” in the Policy Schedule, unless specified otherwise.

18.5 Courtesy Car

In the event of

- 18.5.1** an Accident resulting in the immobilisation of the Motor Vehicle and provided the Motor Vehicle is lodged in a motor repairer and the repairing time is over forty eight (48) hours (subject to immediate notification to Us upon arrival of the Motor Vehicle at the motor repairer); or
- 18.5.2** Theft of the Motor Vehicle, which is reportedly stolen for more than forty-eight (48) hours, with the support of the police report confirming the date and time of the Theft;

We will at Our own expense and at Your request supply a substitute car, provided that:

- 18.5.3** the make and model of the substitute car is at Our sole discretion and may not be identical to Your Motor Vehicle;
- 18.5.4** We are not responsible for the delivery of the substitute car;
- 18.5.5** only You and the Named Driver(s) specified in the Policy Schedule can be registered as the driver of the substitute car;
- 18.5.6** You shall upon claiming under this benefit comply with any terms and conditions issued by the car rental facility.

This benefit will terminate when the repair of the Motor Vehicle is completed or the stolen Motor Vehicle is recovered in normal condition. The maximum total cost of this benefit will be limited to five (5) calendar days and with a daily limit of HK\$1,000, in aggregate per Period of Insurance, unless specified otherwise in the Policy Schedule.

“Courtesy car” benefit does not apply to the Motor Vehicles where the “Type of Motor Vehicle” is specified as “Commercial Vehicle” in the Policy Schedule, unless specified otherwise.

18.6 24-Hour Emergency Roadside Assistance

In the event of mechanical breakdown of, or Accident to the Motor Vehicle on the road, excluding the failure of security system of the Motor Vehicle, please contact

Our 24-hour telephone advisory hotline as specified in the Policy Schedule and if the Motor Vehicle is known to be immobilised, unfit or unsafe to be driven, We will at Our own expense, excluding any spare parts or Accessories, arrange emergency roadside repair service at the request of You or Insured Driver on the spot. In such case, the Motor Vehicle must not be left unattended prior to the arrival of the provider of the repair service.

In the event of adverse conditions beyond Our control, We reserve the right to suspend the services provided under this sub-paragraph.

18.7 24-Hour Free Towing Service

If the Motor Vehicle is immobilised on the road due to an Accident or mechanical breakdown, excluding the failure of security system of the Motor Vehicle, please contact Our 24-hour telephone advisory as specified in the Policy Schedule and if the condition of which is beyond repair on the spot, We will at Our own expense, arrange for the Motor Vehicle to be towed to vehicle repairer or other place in Hong Kong SAR requested by You or Insured Driver, provided that the amount recoverable hereunder shall not exceed HK\$2,000 per Period of Insurance. In such case the Motor Vehicle must not be left unattended prior to the arrival of the provider of the towing service.

We will not be responsible for any damage to or Theft of any objects and Accessories which are left in or outside the Motor Vehicle.

In the event of adverse conditions beyond Our control, We reserve the right to suspend the services provided under this sub-paragraph.

18.8 Claims Recovery Service

18.8.1 In the event of Us having paid a claim under this Policy, We shall have the right to undertake on Your behalf to pursue a recovery of the claims excesses from the liable third party. If successful, We will refund to You a rateable proportion of the claims excesses, less any fees incurred by Us in pursuing the recovery.

18.8.2 The recovery of the claims excesses is not guaranteed and We reserve all rights at Our sole and absolute discretion to discontinue / abandon / relinquish the conduct of any recovery action, whether in whole or part and whenever We consider appropriate. For avoidance of any doubt, We shall not be liable under any circumstances for any unsuccessful or discontinued / abandoned / unfinished recovery action.

18.8.3 Where a full recovery of claim excesses is made, We will reinstate the applicable NCD with reference to paragraph 4 for the renewal subsequent to the recovery;

18.8.4 In the event of the adjusted claim being made under the claims excesses, or if the coverage under Your Policy is “Third Party Only”, We may at Our sole discretion assist You in pursuing the claim against the liable third party. We shall not be obligated or liable to take, or refuse to take, any action against any party pursuant to the recovery.

Provided that You must lodge a complaint with the police against the third party and that the third party is successfully prosecuted for careless driving or the like by the court.

18.9 No Claim Discount Protector

If the total claims under this Policy in any Period of Insurance does not exceed HK\$100,000 after the application of any applicable excess(es) as specified in the Policy Schedule, You will, at the subsequent renewal, be assigned to the same NCD Group (with reference to the table under paragraph 4.1) as in the Period of Insurance immediately preceding such renewal.

Notwithstanding the foregoing, any entitlement or protection regarding Your NCD shall not be transferrable to any insurance policy issued to You by any other insurance company for whatever reason, including but not limited to termination or non-renewal of this Policy.

19. Add-on Benefits Applicable to “Comprehensive” Cover

Where any of the following add-on benefits are expressly mentioned on Your Policy Schedule, they shall form part of Your coverage under the Policy. Please refer to the below paragraphs for full details of these add-on benefits.

For the avoidance of doubt, benefits under this paragraph 19 shall not be applicable in any event where the “Operative Insurance Cover” specified in the Policy Schedule is “Third Party Only”. Additional excesses may also be applicable as specified in the Policy Schedule.

19.1 Key protection

In the event of the irrecoverable loss or irreparable damage of either the primary or spare key of The Motor Vehicle, We will pay for the costs of the replacement of the key, and, if applicable, system recoding and disabling the existing code concerning the Motor Vehicle key.

In the event of the irrecoverable loss or irreparable damage of both the primary and spare key of The Motor Vehicle, We will compensate the cost of replacing the primary and spare keys, and, if applicable, system recoding and key lock setting concerning the Motor Vehicle keys.

You are entitled to only one claim under this paragraph 19.1 during a Period of Insurance irrespective of the type of loss / damage to the Motor Vehicle key(s). The maximum limit payable for such loss or damage of the Motor Vehicle key in aggregate per Period of Insurance is limited to HK\$5,000 unless specified otherwise in the Policy Schedule.

In respect of any Event giving rise to a claim, We shall not be liable for the first amount of such claim specified in the Policy Schedule as “Key Protection Excess” if such is specified in the Policy Schedule.

We shall not be liable in the event of any of the followings:

19.1.1 Replacement of any primary key, spare key, or key lock set, if the replacement is not carried out in Authorized Workshop;

19.1.2 Replacement of any primary key, spare key, or key lock set, without evidence of the lost or damaged unit having been disabled by Authorized Workshop;

19.1.3 Consequential loss, indirect loss, or loss of income / profits due to any loss or damage of the primary or spare key; or

19.1.4 Replacement of any key lock set, unless the request is supported by a police report concerning the event leading to the loss or damage of both primary and spare key.

19.2 Motor Vehicle Damage In Guangdong Province of the People’s Republic Of China

In consideration of Your payment of additional premium as quoted by Us from time to time, Your Policy shall be extended to cover You and Your Motor Vehicle under “Section I Against Loss of or Damage to The Motor Vehicle” and “Section III Insurance - Indemnity of Medical Expenses” whilst being driven in the Guangdong Province of the People’s Republic of China. Indemnity limits of the Policy (aggregate or otherwise) shall remain unchanged. For the purpose of this paragraph 19.2, any loss payable or any repair made to the Motor Vehicles shall be carried out in Hong Kong SAR only.

For any claim arising within Guangdong Province of the People’s Republic Of China, the applicable excesses to Section I insurance are stated in Your Policy Schedule.

We shall not be liable for any costs incurred as a result of removal of the Motor Vehicle from Guangdong Province, China to Hong Kong SAR together with any customs, import or export duties or surcharges imposed upon the Motor Vehicle or its owner by the People's Republic of China.

For the purpose of this paragraph 19.2, the benefits under paragraph 18 shall be applicable except for:

19.2.1 "Courtesy Car" under paragraph 18.5; and

19.2.2 "Claims Recovery Services" under paragraph 18.8.

19.3 Motor Vehicle Damage In The Macau Special Administrative Region

In consideration of Your payment of additional premium as quoted by Us from time to time, Your Policy shall be extended to cover You and Your Motor Vehicle under "Section I Against Loss of or Damage to The Motor Vehicle" and "Section III Insurance - Indemnity of Medical Expenses" whilst being driven in the Macau Special Administrative Region. Indemnity limits of the Policy (aggregate or otherwise) shall remain unchanged. For the purpose of this paragraph 19.3, any loss payable or any repair made to the Motor Vehicle shall be carried out in Hong Kong SAR only.

For any claim arising within the Macau Special Administrative Region, the applicable excesses to Section I insurance are stated in Your Policy Schedule.

We shall not be liable for any costs incurred as a result of removal of the Motor Vehicle from the Macau Special Administrative Region to Hong Kong SAR together with any customs, import or export duties or surcharges imposed upon the Motor Vehicle or its owner by the Macau Special Administrative Region.

For the purpose of this paragraph 19.3, the benefits under paragraph 18 shall be applicable except for:

19.3.1 "Courtesy Car" under paragraph 18.5; and

19.3.2 "Claims Recovery Services" under paragraph 18.8.

19.4 Private Electric Charger Replacement

In the event of accidental damage to Your Private Electric Charger We will pay actual expenses to repair or replace it. Repair or replacement costs of Your Private Electric Charger is limited to one (1) incident per Policy Year with a maximum limit of indemnity of HK\$5,000, subject to an excess of HK\$1,000.

20. Add-on Benefits Applicable to "Third Party Only" Cover

Where any of the following add-on benefits are expressly mentioned on Your Policy Schedule, they shall form part of Your coverage under the Policy. Please refer to the below paragraphs for full details of these add-on benefits.

20.1 Personal Accident Benefit for the Named Driver

We will pay compensation according to the amount provided below for bodily injury sustained by the Named Driver specified in the Policy Schedule who is embarking / disembarking or driving the Motor Vehicle during the time of Accident, and caused by violent accidental external and visible means which are independent of any other cause (excluding medical or surgical treatment consequent upon such injury), within three (3) calendar months of the occurrence of such bodily injury resulting in:

Table of Benefits		Benefit amount*
Section A		
	Death	100%
Section B		
1.	Permanent Total Disablement	100%
2.	Permanent and Incurable Paralysis of all Limbs	100%
3.	Permanent Total Loss of Sight in both Eyes	100%
4.	Permanent Total Loss of Sight in one Eye	100%
5.	Loss of or Permanent Total Loss of use of two Limbs	100%
6.	Loss of or Permanent Total Loss of use of one Limb	100%
7.	Loss of Speech and Hearing	100%
8.	Permanent and Incurable Insanity	100%
9.	Permanent Total Loss of Hearing in : 9.1 Both Ears 9.2 One Ear	75% 15%
10.	Loss of Speech	50%
11.	Permanent Total Loss of the Lens of one Eye	50%

12.	Loss of or Permanent Total Loss of use of four Fingers and Thumb of : 12.1 Right Hand 12.2 Left Hand	75% 50%
13.	Loss of or Permanent Total Loss of use of four Fingers of : 13.1 Right Hand 13.2 Left Hand	75% 50%
14.	Loss of or Permanent Total Loss of use of one Thumb : 14.1 both Right Joints 14.2 one Right Joint 14.3 both Left Joints 14.4 one Left Joint	30% 15% 20% 10%
15.	Loss of or Permanent Total Loss of use of Fingers : 15.1 three Right Joints 15.2 two Right Joints 15.3 one Right Joint 15.4 three Left Joints 15.5 two Left Joints 15.6 one Left Joint In the event that the Insured Person is left-handed, the applicable percentages for left and right hands as shown in 12 to 15 shall be reversed.	10% 7.5% 5% 7.5% 5% 2%
16.	Loss of or Permanent Total Loss of use of Toes: 16.1 all-one Foot 16.2 both great Joints 16.3 great Joint	15% 5% 3%
17.	Fractured Leg or Patella with established non-union	10%
18.	Shortening of Leg by at least 5 cm	7.5%

19.	Permanent Disability not otherwise provided for under any of the Loss in Section B such percentage of the Principal Sum Insured shall be determined at the absolute discretion of Us and being in Our opinion not inconsistent with the compensation provided under Loss 9 to 18 inclusive. If more than one Loss result from one Accident, only the amount set opposite one Loss (the greater) will be paid. In no event shall duplicate or multiple motor policies with the same Insured Person increase the amount of benefits in excess of the above sum for any one Loss sustained by the Insured Person as a result of any one Accident. 'Loss' shall mean complete severance through or above the wrist or ankle joint or irrecoverable loss of entire sight or speech.
20.	Permanent Total Disablement means bodily injury which prevents the Insured Person from attending to his business or occupation of any kind with proof satisfactory to Us that such disablement has continued for one year from the date of occurrence and will in all probability continue for the remainder of the Insured Person's life.

Benefit amount*: Benefit amount, as a % of the Personal Accident benefit limit specified in the Policy Schedule.

- 20.1.1** The insurance coverage for the Named Driver is limited to the territorial limits within Hong Kong SAR.
- 20.1.2** Our liability in aggregate per Period of Insurance is limited to the "Personal Accident" sum insured specified in the Policy Schedule.
- 20.1.3** This Policy does not cover any loss caused by or resulting from
- 20.1.3.1** suicide or any attempt thereof;
 - 20.1.3.2** engaging in or practising for racing of any kind other than on foot or speed or duration testing;
 - 20.1.3.3** any person (temporarily or otherwise) by alcohol or drugs while controlling the Motor Vehicle; or
 - 20.1.3.4** any pre-existing medical condition, physical defect or infirmity.

20.2 24-Hour Emergency Roadside Assistance

In the event of mechanical breakdown of, or Accident to the Motor Vehicle on the road, excluding the failure of security system of the Motor Vehicle, please contact Our 24-hour telephone advisory hotline as specified in the Policy Schedule and if the Motor Vehicle is known to be immobilised, unfit or unsafe to be driven, We will at Our own expense, excluding any spare parts or Accessories, arrange emergency roadside repair service at the request of You or Insured Driver on the spot. In such case, the Motor Vehicle must not be left unattended prior to the arrival of the provider of the repair service.

In the event of adverse conditions beyond Our control, We reserve the right to suspend the services provided under this paragraph 20.2.

20.3 24-Hour Free Towing Service

If the Motor Vehicle is immobilised on the road due to an Accident or mechanical breakdown, excluding the failure of security system of the Motor Vehicle, please contact Our 24-hour telephone advisory at as specified in the Policy Schedule and if the condition of which is beyond repair on the spot, We will at Our own expense, arrange for the Motor Vehicle to be towed to Vehicle repairer or other place in Hong Kong SAR as requested by You or Insured Driver, provided that the amount recoverable hereunder shall not exceed HK\$2,000 per each Period of Insurance. In such case the Motor Vehicle must not be left

unattended prior to the arrival of the provider of the towing service.

We will not be responsible for any damage to or Theft of objects and Accessories which are left in or outside the Motor Vehicle.

In the event of adverse conditions beyond Our control, We reserve the right to suspend the services provided under this paragraph 20.3.

IMPORTANT INFORMATION

21. Duty of Disclosure

You have a duty of disclosure before You enter into the contract, throughout the entire contract period and on renewal of the contract. If You are in any doubt as to whether a fact is material or not, You should contact Us for clarification immediately.

21.1 Before You enter into or renew the contract, You must:

- 21.1.1** answer any questions We ask You truthfully, accurately and completely;
- 21.1.2** tell Us any information that You know; and/or
- 21.1.3** tell Us any information that a reasonable person in Your circumstances should know that is relevant to Our decision to insure You and on what terms, even if You think the information isn't important.

21.2 During the contract period, You must:

- 21.2.1** inform Us of any changes to the information You provided previously or any change in the risk We covered. At any time, We may change the contract terms or cancel the contract in response to what You tell Us.
- 21.2.2** assist Us with Your claim. This means notify Us immediately if You or any driver have been involved in a motor Accident and give Us all the information and assistance with Your claim which We may reasonably require. If You do not We may not pay Your claim or provide cover.

21.3 If You fail to comply with Your duty of disclosure, e.g. if the cover has been obtained by any misrepresentation, misdescription, use of a fraudulent document or non-disclosure of any material fact, We may not pay Your claim and be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both. If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning without premium refund.

21.4 Any person or agent You authorize to act on Your behalf in relation to Your Policy is bound by Your duty of disclosure. When answering any of Our questions, the authorized person or agent is deemed to have the appropriate authority and knowledge to do so.

21.5 If You, or any other person insured, make a claim which is in any way false, inflated, exaggerated, or fraudulent or if there has been any misrepresentation, or fraudulent omission or if You or any other person insured support a claim with false, inflated, exaggerated, or fraudulent documentation or with fraudulent verbal or written statement, this Policy will become null and void and You will forfeit all rights hereunder. You will also lose all rights to pursue the claim.

22. PERSONAL INFORMATION COLLECTION AND USE STATEMENT

22.1 The Company may use the personal data We collect about You for the following purposes:

- 22.1.1** processing and evaluating Your insurance application and any future insurance application You may make;
- 22.1.2** administering Your insurance policy and providing services in relation to Your insurance policy;
- 22.1.3** investigating, processing and paying claims made under Your insurance policy;
- 22.1.4** invoicing and collecting premiums and outstanding amounts from You;
- 22.1.5** reinsurance purposes;
- 22.1.6** statistical research, data matching and/or verification purposes;
- 22.1.7** contacting You for any of the above purposes;
- 22.1.8** other ancillary purposes which are directly related to the above purposes; and
- 22.1.9** complying with applicable laws, regulations or any industry codes or guidelines or requests.

22.2 Such personal data may be disclosed, shared, divulged, supplied or otherwise transferred, within or outside Hong Kong, to:

- 22.2.1** any of Our related or associated companies, third party service providers, intermediaries, professional advisers and/or vendors in relation to any of the aforesaid purposes;

22.2.2 any association, federation or similar organization of insurance companies and/or other business participants in the insurance industry that exists or is formed from time to time for the benefit and interest of the insurance industry or any members thereof or for regulating the insurance companies or other business participants or any other individual/ organization/ third party as We may consider necessary or desirable in Our discretion;

22.2.3 any regulator or government body or authority.



What changes do You need to inform the Insurer during the insurance period:

You must tell Us if any of the following changes for Your Policy to remain effective:

- You change Your Motor Vehicle;
- You modify Your Motor Vehicle (please see paragraph 7.7 of the policy provisions for further details);
- You wish to add another Named Driver to Your policy or amend the driving restriction;
- You change the use of Your Motor Vehicle (e.g. change from social domestic and pleasure to business use);
- You wish to increase Your cover (e.g. change from third party only to comprehensive).



What to do in the event of a Motor Vehicle Accident or loss:

- Call police immediately
- Obtain the names and addresses of all parties involved and record all relevant information
- Notify The Company at the first available opportunity
- All documents concerning the Accident or loss must be forwarded immediately to The Company
- For assistance during non-business hours, please call Allianz 24-Hour emergency hotline as specified in the Policy Schedule.
- Do not admit liability or discuss liability issue with any involved third party(ies).

Making a change to your policy?

Please call the phone number specified in your policy schedule.



How to make a claim?

- Scan the QR code and submit the claim online
- Contact your insurance agent / broker



eClaim



汽車保險

保戶須知

本保單手冊解說您新保單的內容，
請妥善保存，以備不時之需。

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安聯汽車保險保單條款 第4.0版 (AZMI4.0)

感謝您選擇安聯保險。

請仔細閱讀此保單，以確保您獲得所需的保障。

本中文版譯本僅供參考之用，惟有關條文解及引用，概以英文版保單含義為準。

您的保單包含：

- 申請、投保暨聲明書；
- 列於本《保單手冊》（即本文件）內的條款及條件；
- 保單承保表；及
- 其他備忘錄和批單。

如有任何疑問，請聯絡您的保險代理／經紀或本公司。

您的保單承保表列明：

- 您的保障詳情；
- 保險期；及
- 可能適用於您的保單的額外條款及條件。

一般定義

就此保單而言：

「**配件**」指您的受保車輛製造商按在原廠規格裝配，現時用於受保車輛上的原裝視頻、音響及其他設備。任何其他添加設備，除非在保單上批註為您在申請、投保暨聲明書所選擇的附加保障，否則將不在保障範圍內。

「**意外**」指與受保車輛相關的暴力、可見和外在的無法預料及非故意事故。

「**申請、投保暨聲明書**」指任何已簽署的投保書，以及由您或您的代表所提供的任何額外或替代聲明或資料。

「**授權維修商**」指已獲得本公司批准和授權，在索償後維修您的受保車輛的維修商。如需授權維修商名單，請致電列於保單承保表中24小時電話專線與我們聯絡。

「**事故**」由同一個原因或事源引起並與受保車輛相關的任何單一或連串事故。

「**地區範圍**」、「**香港**」或「**香港特區**」指香港特別行政區，及就以水路運載受保車輛（包括裝卸）而言，則包括香港特別行政區水域；但以下情況除外：

-當第19.2段明確載明並且適用於您的保單承保表時，「地區範圍」亦應包括中華人民共和國廣東省；

-當第19.3段明確載明並且適用於您的保單承保表時，「地區範圍」亦應包括澳門特別行政區。

「**新牌司機**」指在持有由香港法例第374B章《道路交通條例》第2條（可不時修訂）或任何其他替代此條法例的有效駕駛執照少於兩(2)年的任何人士。

「**受保司機**」指：

- (a) 當受保車輛用於社交、家庭或休閒用途時，您或任何獲您的指令或經您許可駕駛受保車輛的其他人士，惟您或駕駛受保車輛的人士必須持有駕駛該車輛的有效執照或已持有而未遭吊銷或拒發該執照。「執照」一詞指地區範圍的法律、規例或發牌當局所規定的執照或其他許可證；或
- (b) 當受保車輛的用於您的業務或與受保車輛相關的任何人士的業務時：
 - i. 您或您僱用並且獲您的指令或經您許可駕駛受保車輛的任何其他人士；或
 - ii. 獲聘請使用受保車輛的任何人士，或獲聘請人僱用並且獲其指令或經其許可駕駛受保車輛的任何其他人士。

「**市值**」指用相同品牌及型號替換受保車輛的費用，該車輛須具有緊接於受保車輛發生意外之前的類似車況、規格及車齡。

「**M.I.B.**」指香港汽車保險局。

「**受保車輛**」指承保表中指明的受保車輛，沒有對任何零件、配件、擋風玻璃及/或車窗進行任何改動或變更，但您已經申報並獲本公司批准且批註加至此保單中的除外。

「**記名司機**」指在您的保單承保表中「記名司機」之下指明姓名的任何人士。

「**保險期**」指您的保單承保表中顯示的保障期間。如您的保單在同一日申請並提交，則只有您的申請、投保暨聲明書獲我們接納時，您的保單才開始生效。

「**保單**」指此《保單條款》（即本文件）的條款及條件、承保表以及本文件所包含或根據本文件批註的任何備忘錄及批單，須作為同一份合約一併閱讀，而已經賦予某個特定含義的任何詞語或表達應通篇具有相同的含義。

「保單承保表」或「承保表」指列明您的詳細保障的文件以及適用於您的保單的任何特定條款。

「私人電動車充電器」指在使用者或您的許可人或租戶合法控制下的地方由已在機電工程署註冊的電業工程人員安裝的電動車充電器。充電線除外。

「盜竊」指某人故意並以不誠實手段取去您的受保車輛、配件或零部件的事，且在取走您的受保車輛、配件或零部件時未經您同意，其意圖是使您永久喪失該受保車輛、配件或零部件。

「完全損毀」指您的受保車輛受損達到我們認為維修不合算或不安全的程度，或者被盜且無法找回。

「受保車輛類型」指保單承保表中註明受保受保車輛為「私家車」、「商用車」、「電單車」或任何其他類型車輛的標記。

「非記名司機」指記名司機以外的任何人士。

「我們」或「我們的」或「本公司」或「安聯」指安聯環球企業及專項保險香港分公司（在德意志聯邦共和國註冊成立的有限責任公司）其下的安聯汽車保險業務分部。

「擋風玻璃」指受保車輛的前擋玻璃、兩側車窗、後擋玻璃及三角窗玻璃，包括天窗或任何玻璃車頂。

「您」或「您的」指承保表中載明的保單持有人。

「年輕司機」指任何年齡二十五(25)歲以下的人士。

在此保單中，除另有規定外，單數包括複數，反之亦然，凡提及某一性別時亦包括其他性別。

引言

1. 承保條款

您與本公司雙方同意：

- 1.1 申請、投保暨聲明書納入本保險合約，並作為本保險合約的依據；
- 1.2 您將支付承保表列明的保費；
- 1.3 本公司將會按照此保單的條款及條件，在地區範圍內為承保表所列保險期內發生的任何事故提供保險；及
- 1.4 本公司提供在此保單下的保障的前提條件如下：
 - 1.4.1 您或提出索償以獲取彌償的任何其他人士均已遵守此保單中任何關於應做或不應做或應遵守的任何事項的條款及條件；及
 - 1.4.2 申請、投保暨聲明書中提供的資料真實及準確。

2. 適用承保範圍

- 2.1 如果承保表中的「適用承保範圍」註明為「綜合保險」，則此保單的所有條款及條件均適用。為免生疑問，只有當第19段描述的任何保障明確列於保單承保表中，該等保障才適用於您的保單。
- 2.2 如果承保表中的「適用承保範圍」註明為「第三者責任保險」，則第一部分及第三節的條款及條件不適用於您的保單。為免生疑問，只有當第20段描述的任何保障明確列於保單承保表中，該等保障才適用於您的保單。

3. 受保車輛使用限制

此保單任何部分所提供的保障，只有當受保車輛作(i)社交、家庭及娛樂用途時；或作(ii)與您的業務或任何受保車輛相關人士的業務的用途時，方為有效。

受保車輛以出租或收費形式（包括但不限於UBER、GOGO VAN或 LALAMOVE 或任何共享汽車或汽車共乘活動），或作賽車、速度調整(?)、可靠性試驗、車速測試、任何人士進行的試駕（包括但不限於潛在買家）或作涉及汽車貿易的用途時，此保單概不適用。

4. 無索償折扣

- 4.1 如果在下文載明的任何保險期內此保單沒有提出或進行任何索償（「無索償期」），您就一受保車輛在下次保單續簽時在由本公司釐定的保費上將享有無索償折扣（「無索償折扣」），且無索償折扣將逐步提升至相關的「無索償折扣級別」，具體如下表對應的相關「無索償期」所示。

若保單承保表中載明的「受保車輛類型」為「私家車」：

無索償期	無索償折扣級別
不足1年	0%
一年	20%
連續2年	30%
連續3年	40%
連續4年	50%
連續5年或以上	60%

若保單承保表中載明的「受保車輛類型」為「商用車」、「電單車」或任何其他類型的車輛：

無索償期	無索償折扣級別
不足1年	0%
一年	10%
連續2年	20%
連續3年或以上	30%

保單承保表中另有規定者除外。

- 4.2 若您在無索償折扣級別為40%或以下的某保險期內提出或進行索償，無索償折扣將在下一次保單續簽時取消（即回到0%無索償折扣級別）。對於承保表中載明的「私家車」保障，若您在無索償折扣級別為50%或60%的某保險期內，只提出或進行一次索償，則下次保單續簽時無索償折扣級別將分別降至20%或30%無索償折扣級別；若您在任何保險期內提出或進行多於一次索償，無索償折扣將被取消（即回到0%無索償折扣級別）。
- 4.3 為免除疑問，您在任何保險期內根據此保單任何部分進行的任何索償均會根據上文第4.2段導致無索償折扣被取消或減少，無論您及/或提出索償以獲取彌償的人士是否被認定或聲稱為責任方，或者是否對導致此保單所規定索償的事故負有責任。
- 4.4 若根據此保單受保的是兩輛或更多車輛，則此第4段受保車輛適用的折扣應分別適用於每一輛。
- 4.5 此第4段規定（如適用）須受限於第18.9段所規定的「無索償折扣保障」。
- 4.6 為免除疑問，無索償折扣級別對應的百分比可能並非下次續簽時計算您的保費優惠所採用的實際百分比。保費優惠金額將由本公司釐定。
- 4.7 若在此保單簽發時未能獲得您過往汽車保險公司提供的無索償折扣及/或無索償期的書面確認，本公司保留在此保單有效期內任何時候（包括在本公司支付任何索償及/或續簽保單之前）要求提供該書面確認或任何類似書面證明的權利。如果由於申請、投保暨聲明書中的任何虛假或不準確資料、陳述或聲明導致無索償折扣及/或無索償期適用，本公司保留要求您立即向本公司支付相關保費差額的權利，以反映應您的風險狀況。為免除疑問，若申請、投保暨聲明書中存在任何虛假、不準確或不完整的資料、陳述或聲明，對於因此保單而招致的任何責任本公司概不負責。

第一部分 (第5—8段)

5. 第一部分保險—由意外造成的受保車輛損失或損壞

5.1 我們會就受保車輛及/或其配件及/或其零件 (只限您的受保車輛製造商裝配的, 現時用於受保車輛的原廠規格配件及零件) 因意外造成的損失或損壞對您作出彌償。本公司可自行決定對受保車輛及/或其配件及/或其零部件進行維修、復原或更換, 或對損失或損壞作出賠償。本公司的責任僅限於:

5.1.1. 由本公司全權釐定受保車輛發生損失或損壞時的合理市值; 或

5.1.2. 承保表中載明的受保車輛的估計價值;

除非保單承保表中另有規定, 否則將以前述兩者較小的金額為準。

5.2 如果受保車輛因此保單承保的損失或損壞而無法行駛, 本公司將額外支付以下合理的費用:

5.2.1. 保護及運送受保車輛至最近的維修商; 及

5.2.2. 於維修後將受保車輛重新送回至您在地區範圍內 (即發生損失或損壞的地區) 的地址

惟該等服務的金額不得超過已批准受保車輛維修費用的20%。

5.3 如果受保車輛及/或其配件及/或其零部件損失或損壞, 所需零件在地區範圍 (即修理受保車輛的所在地) 內沒有存貨, 或者如果本公司選擇對損失或損壞作出賠償, 則本公司的責任僅限於零件製造商或其代理商在地區範圍 (即修理受保車輛的所在地) 內發佈的最新目錄冊或價目表中的相關零件報價, 如無此等目錄冊或價目表, 則僅限於從製造商的工廠可獲得的最新價格加上在地區範圍 (即修理受保車輛的所在地) 內的合理運費 (空運除外), 以及相關的進口關稅及該零件的合理裝配費用。

6. 適用於第一部分保險的特別條款

6.1 如果根據您的要求已經在承保表、備忘錄或批單中批註列明「租購車主», 則本公司就受保車輛損失或損壞支付的賠償均應向所列明的「租購車主」支付, 而其收據應作為本公司就該損失或損壞的所負全部責任的圓滿履行的證明。

6.2 您可以就此保單可能賠償的損壞自行授權對受保車輛進行必要的維修, 但須遵守以下條件:

6.2.1 該維修的估計費用不超過5,000港元, 保單承保表中另有明確規定者除外;

6.2.2 向本公司提供詳細的維修費用估價; 及

6.2.3 由本公司全權決定該維修是否必要且費用是否合理。

6.3 若受保車輛是第一部分規定的索償項目, 本公司保留對於維修地點或汽車維修商建議的最終決定權。本公司對汽車維修商的選擇擁有最終決定權及不會承擔任何在得到本公司書面批准之前已開始維修的維修費用 (包括拖車費、保管費或任何雜項開支)。

6.4 對於根據此保單第一部分作出的彌償, 如果您或您指定的維修商提交的維修費用報價, 經本公司全權判定為不合理, 則本公司有權為受保車輛委派維修商進行維修。

6.5 有關受保車輛盜竊索償, 我們根據此保單承擔責任的前提條件為:

6.5.1 受保車輛已安裝經本公司核准的防盜警報系統, 而且未經本公司

書面同意，不得拆除、改裝該系統或改動其震動程度，或進行任何可能影響該系統的結構性改動；

- 6.5.2 當受保車輛無人看管時，以及在所有其他適當時候，該防盜警報系統經常處於全面有效運作狀態；
- 6.5.3 該防盜警報系統在整個保險期內一直運作正常；
- 6.5.4 為受保車輛而設的所有其他安全保護措施，在整個保險期內應一直運作正常，並且經常處於全面有效運作狀態；及
- 6.5.5 當受保車輛無人看管時，與警報系統相關的所有鑰匙和備份鑰匙均應帶離受保車輛。

7. 適用於第一部分保險的不保事項

本公司對以下情況概不負責：

- 7.1 間接或相應損失；
- 7.2 自然損耗、機件或電力故障、失靈或破損；
- 7.3 由於下列原因導致的受保車輛損失或損壞：(i)將受保車輛用作工具進行操作；或(ii)使用受保車輛的工具或受保車輛的任何工廠成型部件或配件進行操作；
- 7.4 在發生引起此保單所規定索償的任何事故時，受保車輛未滿足第6.5段規定的任何條件，此情況下的任何損失、損壞或責任；
- 7.5 由於超載或過度使用造成的損壞；
- 7.6 輪胎受損，除非受保車輛其他零件同時受損；
- 7.7 經改動的受保車輛遭受的損壞，而且該等改動與您的汽車製造商按原廠規格所進行的裝配不一致，除非該等改動已在申請、投保暨聲明書中向本公司申報。就第7.7段而言，「改動」指針對受保車輛的原廠規格（包括任何選配的配件或設備）所進行的變動。改動包括但不限於受保車輛（包括車輪、懸掛系統、車身和發動機）外觀及/或性能的變動；

7.8 如果車輛司機在沒有合理理由的情況下離開事故現場而引起的損壞，包括任何行為或不作為而不利於我們對這次意外事故重要情況的調查的而導致事故或在事故發生時的司機；

7.9 適用於第一部分的索償自負額；

7.10 折舊是基於損失時的市場貶值。此第7.10段規定（如適用）須受限於第18.3段所規定的「零折舊率修理」。

8. 適用於第一部分保險的索償自負額

8.1 對於引起索償的任何事故（盜竊或企圖盜竊除外），本公司不負責相關索償的首筆款項，即列於保單承保表中的「一般自負額」。

8.2 如果在引起索償的事故發生時存在下列情況，根據上文第8.1段規定不應由本公司負責的首筆款項將會增加：

8.2.1 受保車輛由「非記名司機」駕駛，則首筆款項會加上列於承保表中的「非記名司機自負額」；

8.2.2 受保車輛由「年輕司機」駕駛，則首筆款項會加上列於承保表中的「年輕司機自負額」；

8.2.3 受保車輛由「新牌司機」駕駛，則首筆款項會加上列於承保表中的「新牌司機自負額」；或

8.2.4 受保車輛處於停泊狀態，則首筆款項會加上列於承保表中的「停泊損毀自負額」。

- 8.3 對於因盜竊或企圖盜竊受保車輛而引起的索償，本公司不負責每項索償的首筆款項，即列於承保表中的「盜竊損失自負額」。
- 8.4 對於受保車輛擋風玻璃、車窗或全景式玻璃車頂或倒後鏡意外破損，但受保車輛沒有其他損壞情況的相關索償，本公司不負責每項索償的首筆款項，即列於承保表中的「擋風玻璃自負額」。
- 8.5 當根據第一部分發生索償時：
- 8.5.1 如上文第8.3段適用，則上文第8.1和8.2段並不適用。
- 8.5.2 若上文所述第8.1段及第8.2.1、8.2.2、8.2.3和8.2.4分段中的任何一段或多段適用，則不應由本公司負責的首筆款項將累加計算；
- 8.5.3 若本公司招致的開支包含根據8.1、8.2或8.3段不應由本公司負責的金額，您須立即向本公司償還這筆款項。
- 8.6 上文第8.2段的規定不適用於因單獨發生（即非因任何先前涉及受保車輛的意外引致）的火災、自然、閃電或爆炸所造成的受保車輛損失或損壞。

第二部分（第9—14段）

9. 第二部分保險—針對第三者的法律責任

在第10、11和12段的規限下，本公司將就您、任何受保司機及/或任何在受保車輛內或進出受保車輛的人士（駕駛者除外）有關：

9.1 任何人士的死亡或身體受傷；及/或

9.2 財產損毀；

在法律上應負責支付的所有款項包括費用和開支，以及在本公司的書面同意下由您及/或該受保司機及/或該其他人士招致或由其各自代表招致的費用和開支，向您及/或該受保司機及/或該其他人士作出彌償，而導致上述死亡或身體受傷或財產損毀的是受保車輛所引致或涉及的意外，包括向受保車輛裝卸貨物或由於直接使用私人電動車充電器，以及在任何行車道或通道內將需要裝上受保車輛的貨物搬至該車輛或在受保車輛卸貨後將貨物搬離該車輛。

10. 適用於第二部分保險的保單責任限額

10.1 本公司因任何事故根據第二部分規定向您及/或提出索償以獲取彌償的任何其他人士作出的彌償，包括索償人的費用及開支，以及在本公司書面同意的情况下由您及/或該其他人士招致或其各自代表招致的其他費用及開支，限額如下：

10.1.1 根據上文第9.1段就任何人士的死亡或身體受傷作出的賠償，限額為100,000,000港元；及

10.1.2 根據上文第9.2段就財產損毀作出的賠償，限額為2,000,000港元，保單承保表中另有規定者除外。

如本保單承保多於一輛車輛，無論在同一事故中涉及的受保車輛數量如何，本公司的彌償均以上述限額為準。

- 10.2 若任何事故導致多於一人獲得彌償，上文第10.1段中規定的本公司責任限額將適用於提出索償以獲取彌償的所有人士的彌償總額，而您可優先獲得賠償。
- 10.3 在導致根據第二部分提出一宗或一系列索償的事故發生後，本公司可向您及/或提出索償以獲取彌償的任何其他人士全數支付上文第10.1段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，而本公司將放棄進行任何抗辯、和解或法律程序，並從此對以下各項概不負責：應向索償人支付的損害賠償及索償人的費用；或任何因聲稱本公司在抗辯、和解或法律程序方面的作為或不作為，或因本公司上述放棄行為而被指稱導致您或有關人士蒙受的任何損害。對於您或有關人士或索償人或其他人士在本公司放棄採取上述行為後才招致的費用或開支，本公司亦不負責。
- 11. 適用於第二部分保險的特別條款**
- 11.1 若任何有權根據第二部分規定獲得彌償的人士去世，本公司將按照本保單載明的適用於該人士的條款及限額，就該人士招致的責任向其法定遺產代理人作出彌償。
- 11.2 本公司有權選擇並自費：
- 11.2.1 安排代表出席與第二部分彌償所針對的死亡相關的任何調查或死因研訊；及/或
- 11.2.2 在法院法律程序中就導致或涉及事故（可能引致第二部分所規定的彌償）的任何行為或指稱的罪名進行抗辯。
- 12. 適用於第二部分保險的不保事項**
- 本公司概不負責下列賠償責任：
- 12.1 對提出索償以獲取彌償的任何人士進行彌償：
- 12.1.1 除非該人士遵守、履行並符合本保單所適用的其條款及條件；或
- 12.1.2 該人士有權根據其他保單針對相同事故獲得彌償；
- 12.2 受僱於下列人士者在受僱期間因工死亡或身體受傷：
- 12.2.1 根據第二部分規定提出索償以獲取彌償的任何人士（包括您）；或
- 12.2.2 根據第二部分規定提出索償以獲取彌償的任何人士（包括您）的僱主；
- 12.3 由受保車輛或附屬於受保車輛的拖車所送的財產，或屬於以下人士或由以下人士以信託形式持有、保管或控制的財產遭受的損毀：
- 12.3.1 根據第二部分規定提出索償以獲取彌償的任何人士；或
- 12.3.2 根據第二部分規定提出索償以獲取彌償的任何人士（包括您）的家庭成員；
- 12.4 並非由香港特區具司法管轄權的法院作出的初審判決；
- 12.5（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）因下列原因導致的責任：(i)將受保車輛用作工具進行操作；或(ii)使用受保車輛的工具或受保車輛的任何工廠成型部件或配件進行操作；
- 12.6 受保車輛上的器具、庫存、手術器械、醫療設備或物資以及X光設備遭受的損失或損壞；
- 12.7 由於或通過以下原因導致或與此相關或由其引起的任何人士的死亡、身體受傷或疾病：
- 12.7.1 任何類型的中毒或食物或飲料中的異物或有害物質；
- 12.7.2 在受保車輛上或從受保車輛中提供的任何貨物存在的有害情況或該貨物的容器存在的缺陷情況；或
- 12.7.3 在受保車輛上或從受保車輛中進行的任何處理存在的有害或缺陷情況；

- 12.8 由於受保車輛的震動或重量及/或受保車輛運載的載荷造成任何橋樑、地秤、高架道路或其下任何物件所造成的損失或損壞；
- 12.9 對連接至受保車輛的任何無法駕駛的機械驅動車輛或其中的財產所造成的損壞；
- 12.10 直接或間接由污染物或污染導致的死亡、受傷、損失或損壞，除非是在保險期內，在特定時間和地點，因某個可明確確認的突發非故意和意外事故而直接產生所有該等污染物或污染。一次事故引發的所有污染物或污染應視為在該事故發生的同時產生。在需要滿足本保單在地區範圍內適用的任何強制性汽車保險法規要求的情況中，此除外責任並不適用；
- 12.11 由於受保車輛出現在用於下列用途的飛機場、航空港、飛行區或軍事基地或其中部分區域導致的任何人士的死亡或受傷或損害：
- 12.11.1 飛機起落或飛機在地面移動。
- 12.11.2 停機坪，包括配套勤務道路、加油區、地面設備停放區、維修區和飛機庫；
- 12.12 適用於本保單條款及條件第二部分的索償自負額。

13. 適用於第二部分保險的索償自負額

- 13.1 如有事故導致針對第三者財產損毀的責任而就彌償索償，本公司不負責相關索償的首筆款項，即列於保單承保表中「第三者財產損毀自負額」。

- 13.2 如果在引起索償的事故發生時存在下列情況，根據上文第13.1段規定不應由本公司負責的首筆款項將會增加：

- 13.2.1 受保車輛由「非記名司機」駕駛，則首筆款項會加上列於承保表中的「非記名司機第三者財產損毀自負額」；
- 13.2.2 受保車輛由「年輕司機」駕駛，則首筆款項會加上列於承保表中的「年輕司機第三者財產損毀自負額」；
- 13.2.3 受保車輛由「新牌司機」駕駛，則首筆款項會加上列於承保表中的「新牌司機第三者財產損毀自負額」；

- 13.3 若上文所述第13.1段以及第13.2.1和13.2.2分段中的任何一段或多段適用，不應由本公司負責的首筆款項將累加計算；

- 13.4 若本公司因索償而招致的開支包括根據第13.1或13.2段不應由本公司負責的金額，您須立即向本公司償還這筆款項。

14. 條款無效及有權追回款項

如按照地區範圍內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原本不應由本公司負責的款項，則您及任何其他獲本公司為其付款的人士須立即向本公司償還該筆款項。

第三部分 (第15段)

15. 第三部分保險—醫療費用的彌償

如您或受保司機（非您本人）或受保車輛的任何佔用人因受保車輛發生意外時直接及即時受到暴力、意外、外來且可見的身體傷害，本公司將向您支付與此相關的合理醫療費用，但在任何情況下，本公司根據第三部分因任何事故承擔的責任，不得超過本保單所有索償的10,000港元的總限額，保單承保表中另有規定者除外。

16. 一般除外責任

本公司根據本保單對下列項目概不負責：

- 16.1 在下列情況造成、遭受或招致的任何意外、損失、損毀或責任：
- 16.1.1 在地區範圍以外；或
- 16.1.2 在根據您的指令、許可或在您知情的情況下，本保單提供保障的受保車輛未按照本保單中與受保車輛使用相關的條款及條件進行使用，或由未獲得您授權的人士駕駛，或由您在該人士的指揮下駕駛使用受保車輛；
- 16.2 由您或受保司機在下列情況駕駛、指揮或控制受保車輛時造成、遭受或招致的任何意外、損失、損壞或責任：
- 16.2.1 在酒精或藥物的影響下，其程度達到沒有能力妥當地控制受保車輛而被定罪；或
- 16.2.2 在酒精或藥物的影響下，其程度達到沒有能力妥當地控制受保車輛；或
- 16.2.3 從其呼氣、血液或尿液中檢測出的酒精含量超過《道路交通條例》（香港法例第374章）第2條（可不時修訂）或代替該條例的任何法規的訂明限度；或
- 16.2.4 在沒有合理理由的情況下，未能依法提供用於化驗或分析的呼氣、血液或尿液。
- 16.3 由於受保車輛在飛機場、航空港、飛行區或軍事基地或其部分區域作以下列用途導致任何人士的死亡或受傷或損害：
- 16.3.1 飛機起落或飛機在地面移動；或
- 16.3.2 停機坪，包括配套勤務道路、加油區、地面設備停放區、維修區和飛機庫；
- 16.4 由下列項目直接或間接、作為近因或遠因而引起、參與造成、源於、引引發或與此相關的任何意外、損失、損壞或責任（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）：
- 16.4.1 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、叛亂、革命、起義、軍事或被篡奪力量；
- 16.4.2 罷工、暴亂、內亂；
- 16.4.3 扣留、扣押、充公或任何此類嘗試；
- 16.4.4 由任何政府或公共或地方當局或根據任何政府或公共或地方當的命令而對財產進行國有化、徵用、拆卸或損毀；或
- 16.4.5 代表任何組織或與任何組織有關聯的一名或多名人士的行為，其目的是包括透過恐怖主義或任何暴力手段推翻或影響任何合法或實質政府，
- 或任何上述情況產生的任何直接或間接後果。在任何訴訟或其他法律程序中，如本公司指稱任何意外、損失、損壞或責任因第16.4段而不可根據本保單獲得彌償，則提出索償以獲取彌償的人士應負責證明有關意外、損失、損壞或責任可獲得彌償。

- 16.5 任何因另一協議而附加的責任，如若無該協議則本應不會附加該等責任；
- 16.6 直接或間接由核輻射或放射性污染引起核燃料或核廢料導致、參與造成或引起的任何意外、任何財產損失或損毀、或任何因此造成或產生的損失或開支、或任何相應的損失或任何性質的責任，而就此第16.6段而言，燃燒包括任何自持核裂變反應；
- 16.7 直接或間接由核武器材料導致、參與造成或引起的任何意外、損失、損壞或責任；
- 16.8 直接或間接由污染物或污染導致的死亡、受傷、損失或損壞，除非是在保險期內，在特定時間和地點，因某個可明確確認的突發非故意和意外事故而直接產生所有該等污染物或污染。一次事故引發的所有污染物或污染應視為在該事故發生的同時產生。在需要滿足本保單在地區範圍內適用的任何強制性汽車保險法規要求的情況中，此除外責任並不適用；
- 16.9 本保單招致的任何責任，其中申請、投保暨聲明書中存在任何虛假、不準確或不完整的資料、陳述或聲明；
- 16.10 當受保車輛由沒有地區範圍的法律、規例或發牌當局所規定的有效（且未被吊銷）駕駛執照的人士控制時造成、遭受或招致的任何意外、損失、損壞或責任；
- 16.11 受保車輛以出租或收費形式（包括但不限於UBER、GOGOVAN或LALAMOVE或任何共享汽車或汽車共乘活動），或作賽車、速度調整、可靠性試驗、車速測試、維修後的車輛駕駛性能測試、任何人士進行的試駕（包括但不限於潛在買家）或作涉及汽車貿易的用途時，所造成、遭受或招致的任何意外、損失、損壞或責任，保單承保表中另有規定者除外。
- 16.12 因未有遵守運輸危險品相關的所有適用規定、規例或要求而導致、參與造成或引起的任何意外、損失、損壞或責任；
- 16.13 受保車輛司機未能遵守《道路交通條例》第56條「發生意外時停車的責任」（即凡因有車輛在道路上而有意外發生，以致(a)並非該車輛司機的人身體受傷；或(b)下述者受到損害——車輛（但不包括該車輛或該車輛所拖曳的拖車）；動物（指明動物如在該車輛之內或之上，或在該車輛所拖曳的拖車之內或之上，則屬例外）；或不在該車輛或該車輛所拖曳的拖車之內或之上的任何其他東西，則該車輛的司機必須停車。），在沒有合法理由的情況下離開事故現場，此情況下的任何意外、損失、損壞或責任（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）。在沒有合法理由的情況下離開事故現場，是指未停車並停留在事故現場，並且未履行您根據適用法律應盡的責任；
- 16.14 由以下人士造成或與其相關的蓄意、故意、惡意或犯罪行為而導致的任何事故、損失、損壞或責任（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）：
- 16.14.1 您本人；
- 16.14.2 作為記名司機的任何其他人士；
- 16.14.3 獲您的許可駕駛受保車輛的任何其他人士；或
- 16.14.4 經過您的明示或默示同意而行事的任何其他人士。
- 16.15 針對污染和爆炸物的恐怖主義除外責任條款無論任何成因，本保單的保障項目不包括因恐怖主義行為透過下列手段：
- 16.15.1 生物或化學污染；或
- 16.15.2 導彈、炸彈、手榴彈、爆炸物，直接或間接引起的任何損失、損壞、費用或開支。

就此除外責任而言，恐怖主義行為是指無論單獨行事或代表任何組織（一間或多間）或政府（一個或多個）或與某（某些）組織或政府有關的任何一名或一群人士為政治、宗教、意識形態、種族目的或原因（包括企圖影響任何政府及/或使公眾或其任何公眾階層陷入恐懼）而作出的行為，包括但不限於使用武力或暴力及/或威脅使用武力或暴力。就第16.15.1分段而言，「污染」是指因化學及/或生物物質的影響而造成的污染、中毒、或目標物體的使用受到妨礙及/或限制。

16.16 戰爭及恐怖主義除外責任

無論本保單或其任何批註中是否有任何相反的規定，不管是否存在同時或按任何其他次序促成有關損失的成因或事件，雙方同意，本保單不保障因下列情況而直接或間接造成、導致或與此相關的任何性質的損失、損壞、費用或開支：

- 16.16.1 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、叛亂、革命、起義、具備民眾起義特質或構成民眾起義的民眾騷亂、軍事或被篡奪力量；或
- 16.16.2 任何恐怖主義行為。就此除外責任而言，恐怖主義行為是指無論單獨行事或代表任何組織（一間或多間）或政府（一個或多個）或與某（某些）組織或政府有關的任何一名或一群人士為政治、宗教、意識形態、種族目的或原因（包括企圖影響任何政府及/或使公眾或其任何公眾階層陷入恐懼）而作出的行為，包括但不限於使用武力或暴力威脅使用武力或暴力。

此第16.16段亦不包括因任何為控制、防範、遏止或以任何方式採取與上文第16.16.1分段及/或第16.16.2分段相關的行為而直接或間接造成、導致或與此相關的任何性質的損失、損壞、費用或開支。

16.17 制裁限制和除外條款

在任何情況下，本保險合同不得被視為提供保障或任何利益，並且不承擔支付本保險合同下任何理賠的責任，前提是只要提供此類保障或利益或支付此類理賠將使本公司面臨任何制裁、禁令或相關貿易或經濟制裁法律或法規的限制。

本保單不得視為提供保障，而本公司不負責支付任何索償或提供任何保障，若提供該等保障、支付該等賠償款項或提供該等保障，可能會使本公司受到聯合國決議的制裁、禁令或限制，或遭受歐盟、美國的貿易或經濟制裁，違反歐盟、美國法律或規例，及/或違反任何其他的適用國家經濟或貿易制裁法律或規例。

16.18 網路攻擊除外條款

無論在任何情況下，本保單的保障均不包括以作為造成損害的手段而使用或操作任何電腦、電腦系統、電腦軟件程式、惡意代碼、電腦病毒或程式或任何其他電子系統，從而直接或間接導致、參與造成或引起的損失、損壞、責任或開支。

16.19 電子資料除外條款

無論本保單或其任何批註中是否有任何相反的規定，雙方理解並同意：

- 16.19.1 不管是否存在同時或按任何其他次序促成有關損失的成因或事件，本保單不保障任何原因（包括但不限於電腦病毒）所導致的電子資料損失、毀壞、銷毀、失真、消除、殘損或改動，或因此而造成的任何性質的使用價值喪失、功能減少、費用或開支。
- 16.19.2 電子資料指轉換為可供電子及電機資料處理或電子控制設備進行通訊、解譯或處理的可用形式的事實情況、概念和資料，並且包括用於資料處理和操作，或指示和操縱該等設備的程式、軟件及其他編碼指令。

- 16.19.3 電腦病毒指一系列具破壞性、危害性或其他特性的未經授權指令或代碼，包括一系列惡意引入、通過電腦系統或任何性質網路自行傳輸的未經授權程式或其他形式的指令或代碼。電腦病毒包括但不限於「特洛伊木馬」、「蠕蟲」以及「定時或邏輯炸彈」。
- 16.20 電子資料處理介質估價
- 無論本保單或其任何批單中是否有任何相反的規定，雙方理解並同意：
- 16.20.1 若本保單承保的電子資料處理介質遭受本保單承保的物理損失或損壞，則估價依據應為該空白介質成本加上從備份或先前版本原始資料中複製電子資料的費用。這些費用將不包括研究及設計，以及重建、收集或彙編該等電子資料的費用。若該介質未進行修理、更換或修復，則估價依據應為空白介質成本。但是，即使該等電子資料無法重建、收集或彙編，本保單並不承保與該等電子資料對受保人或任何其他一方的價值有關之金額。
17. 一般條款
- 17.1 凡根據本保單發出或作出的各項通知書或通訊，均須以書面形式送達本公司。
- 17.2 一旦發生任何可引致根據本保單提出索償的事故，您須立即將全部詳情通知本公司。您在收到任何函件、索償、令狀、傳票及法律程序文件後，須立即通知並將有關文件轉交本公司。您或任何提出索償以獲取彌償的人士如獲悉發生任何與引致本保單索償的事故有關而即將進行的任何起訴、調查或死因研訊，須立即以書面通知本公司。如盜竊或其他刑事罪行可能成為本保險單索償原因，您須立即通知警方，並須與本公司合作將犯罪者繩之於法。
- 17.3 因受保人死亡而根據本保單支付的任何彌償應支付予該受保人的遺產或法定代理人。
- 17.4 若索償在任何方面存在欺詐，或您或代表您行事的任何人士採用任何欺詐手段或方法，以根據本保單獲得任何保障，該等索償涉及的所有保障應被沒收並立即償還給本公司，而本公司保留根據法律或其他方面規定的方式享有本公司的一切權利和補救措施。
- 17.5 未經本公司事先書面同意，您或提出索償以獲取彌償的任何人士或各自的代表不得作出或給予任何承認、要約、承諾、付款或彌償。本公司有權以您或提出索償以獲取彌償的人士的名義，就任何索償接辦及進行抗辯或和解，或為本公司利益以您或該提出索償以獲取彌償的人士的名義，就任何針對彌償或損害賠償或其他賠償的索償提出訴訟。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，而您及該提出索償以獲取彌償的人士須提供本公司所需的一切資料及協助。
- 17.6 您須採取一切合理措施以防受保車輛遭受損失或損壞，以及保持受保車輛的有效性能。本公司有權隨時全面自由檢查受保車輛或其任何部分，或詢問您的任何司機或僱員。如遇任何意外或故障，不得將受保車輛置之不理而不採取適當措施以防止進一步的損壞或損失；如受保車輛在未經必需的修理前遭人駕駛，則受保車輛任何擴大的損壞或任何進一步的損壞，均不得包括在本保單的彌償範圍內。
- 17.7 本公司可提前七（7）天以掛號郵遞方式將有關通知寄到您最後申報的地址，以取消本保單。在該情況下，本公司在扣除本保單有效期內按比例應付的保費後，將向您退還保費餘款。
- 17.8 您可以隨時以提前七（7）天通知的方式取消本保單，而（只要在當時的保險期內未出現索償，並在取消日期當日或之前已將當時的保險證書交還本公司）您有權獲退還保費餘款（即在扣除按本公司短期保費率計算本保單有效期內應付保費後的餘額）。

短期保費率如下：

保險期未超過	應付保費
1個月	年率的20%
2個月	年率的30%
3個月	年率的40%
4個月	年率的50%
5個月	年率的60%
6個月	年率的70%
8個月	年率的80%
超過8個月	全額年度保費

根據第17.16段，按本公司短期保費率計算的應付保費有最低保費規限，即不低於500港元（不包括香港汽車保險局附加費及/或其他適用稅費）。

- 17.9 若在當前保險期內發生索償，您將不會獲得退還保費。
- 17.10 一旦受保車輛經判定為完全損毀並且已經支付投保金額或彌償上限（以較低者為準），或如果受保車輛已經替換，保單條件已全部滿足並且本公司的保單責任已經全部履行，則您的保障隨即終結。
- 17.11 只有當並且直至權益轉讓通知原件或副本在安聯環球企業及專項保險香港分公司（在德意志聯邦共和國註冊成立的有限責任公司）其下的安聯保險業務分部辦事處備案，且本公司已批註該轉讓的同意書時，本保單權益轉讓通知方才對本公司具有約束力。本公司對轉讓的有效性概不負責。
- 17.12 如在本保單之下出現索償時存在任何其他承保同一損失、損壞或責任的保險保單，則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、損壞、賠償、費用或開支，但在任何情況下，如無第17.12段本公司便可根據第12.1.2分段予以免除責任，則本第17.12段均不得將任何責任加於本公司。

17.13 由本保單引起的所有爭議均應根據當時有效的《仲裁條例》以仲裁裁決。若各方未能就仲裁人或公斷人人選達成一致，則應交由香港國際仲裁中心時任主席決定人選。現明文規定，就本保單提出任何訴訟權或訴訟的前提條件，是首先須取得仲裁裁決。若本公司對本保單作出的任何索償聲稱不承擔責任，而該索償並未能在該不承擔責任的聲明公佈後十二（12）個曆月內根據本保單規定提交仲裁，則該索償在所有方面均應視為已被放棄，之後不得根據本保單進行追討。

- 17.14 本保單受香港特區的專屬司法管轄權管轄，並根據香港法律解釋。
- 17.15 不屬於本保單合約方的任何人士或實體，無權根據《合約（第三者權利）條例》（香港法例第623章）執行本保單的任何條款。
- 17.16 本保單有500港元的最低保費規限（不包括香港汽車保險局附加費及/或其他適用稅費）。

18. 適用於「綜合保險」保障計劃的額外賠償

18.1 記名司機的人身意外賠償

本公司會按照下列的賠償額，就列於本保單的記名司機遭受的下文界定的身體傷害向其支付賠償，而該機名司機在意外發生時正上落或駕駛受保車輛，其遭受的身體傷害是由獨立而非因任何其他原因產生的暴力、突發、外來及可見的途徑導致（不包括有關受傷後進行的醫學治療或手術治療），並須於受傷後三（3）個曆月內造成下列情況：

賠償表		
		賠償額*
A部分		
	死亡	100%
B部分		
1.	永久完全傷殘	100%
2.	永久及無法治癒的四肢癱瘓	100%
3.	雙眼永久完全失明	100%
4.	單眼永久完全失明	100%
5.	喪失雙肢或雙肢永久完全喪失使用功能	100%
6.	喪失單肢或單肢永久完全喪失使用功能	100%
7.	喪失說話能力及喪失聽力	100%
8.	永久及無法治癒的精神錯亂	100%
9.	永久完全喪失聽力：	
	9.1 雙耳	75%
	9.2 單耳	15%
10.	喪失說話能力	50%
11.	單眼晶狀體永久完全喪失	50%
12.	喪失四指及拇指或四指及拇指永久完全喪失使用功能：	
	12.1 右手	75%
	12.2 左手	50%
13.	喪失四指或四指永久完全喪失使用功能：	
	13.1 右手	40%
	13.2 左手	30%
14.	喪失一隻拇指或一隻拇指永久完全喪失使用功能：	
	14.1 兩個右關節	30%
	14.2 一個右關節	15%
	14.3 兩個左關節	20%
	14.4 一個左關節	10%

15.	喪失手指或手指永久完全喪失使用功能：	
	15.1 三個右關節	10%
	15.2 兩個右關節	7.5%
	15.3 一個右關節	5%
	15.4 三個左關節	7.5%
	15.5 兩個左關節	5%
	15.6 一個左關節	2%
	如受保人慣用左手，則第12至第15段所示的左手和右手適用百分比應對調。	
16.	喪失腳趾或腳趾永久完全喪失使用功能：	
	16.1 單足全部腳趾	15%
	16.2 兩節大腳趾	5%
	16.3 一節大腳趾	3%
17.	腿部或膝蓋骨骨折並被確定為無法癒合	10%
18.	腿部縮短至少5厘米	7.5%
19.	就未列入B部分喪失情況的永久殘疾，本公司有絕對酌情權決定主要保額的百分比，並以本公司認為並無抵觸第9至第18項喪失情況包括的所有賠償為基礎。 若一次意外造成多項喪失情況，則只支付與一項喪失情況對應的金額（以金額較大者為準）。在任何情況下，即使同一受保人擁有兩份或多份汽車保險，賠償金額亦不得超過受保人由於任何一次意外而遭受的任何一項喪失情況的上述保險總額。 「喪失」指手腕或足踝關節或其以上部位完全斷離，或不可恢復地完全失去視力或說話能力。	
20.	永久完全傷殘指造成受保人無法從事任何類型的業務或職業的身體傷害，且已向本公司提供充分證據，證明該傷殘情況從發生之日起已經持續一年，以及受保人餘生完全有可能會一直持續這種情況。	

賠償額*：賠償金額，按列於保單承保表中的人身意外賠償限額的百分比計。

- 18.1.1 記名司機的保險保障僅限於地區範圍。
- 18.1.2 本公司在每個保險期的責任總額僅限於保單承保表中載明的「人身意外」保險金額。
- 18.1.3 本保單不保障由以下原因引起或導致的損失：
- 18.1.3.1 自殺或企圖自殺；
- 18.1.3.2 涉及或進行徒步之外的任何類型的比賽、速度或耐力測試；
- 18.1.3.3 任何人士在控制受保車輛時受到酒精或藥物影響（暫時或其他方式）；或
- 18.1.3.4 任何本身存在的醫療狀況、身體缺陷或衰弱。

18.2 新換舊保障

如受保車輛完全損毀，本公司同意用相同品牌和型號的車輛替換受保車輛，而無須扣除任何折舊率，但須符合下列條件：

- 18.2.1 您在十二（12）個月內於運輸署完成首次登記受保車輛的登記車主；
- 18.2.2 損失發生於受保車輛在運輸署辦理首次登記後十二（12）個月內，保單承保表中另有規定者除外；
- 18.2.3 必須在受保車輛製造日期後十二（12）個月內於運輸署完成首次登記；
- 18.2.4 受保車輛的品牌和型號在香港特區有售；
- 18.2.5 對受保車輛進行的改裝（如有）將排除在外並從根據本保單所作賠償中扣除；
- 18.2.6 不包括附加配件及設備，受保車輛製造商安裝且其價值包括在受保車輛買入價中的選配配件及設備除外；
- 18.2.7 替換新車的淨買入價不超過列於承保表中的受保車輛的估計價值；
- 18.2.8 受保車輛的估計價值等於受保車輛的淨買入價；及
- 18.2.9 替換前必須取得本公司書面同意。

但是，如果您選擇不接受替換新車或無法找到替換新車，則本公司將會根據本保單第一部分的條款及條件向您進行賠償。

18.3 零折舊率修理

如果受保車輛因發生意外而需要進行維修，需更換的零件均不會被扣除折舊率，但須符合下列條件：

- 18.3.1 在受保車輛製造日期後十二（12）個月內於運輸署完成首次登記；及
- 18.3.2 根據本保單要求維修的損失發生在受保車輛於運輸署首次登記後十二（12）個月內。

18.4 擋風玻璃更換賠償

本公司會就受保車輛的任何擋風玻璃或車窗玻璃因意外破損後的維修或更換，於每個保險期內總計支付最高5,000港元的賠償（保單承保表中另有規定者除外），但受保車輛必須沒有其他損壞情況。就此第18.4段而言，「破損」指受保車輛擋風玻璃或車窗玻璃的實質損壞，但不包括裝飾性損壞或製造缺陷。

對於引起索償的任何事故，本公司不負責相關索償的首筆款項，即列於保單承保表中的「擋風玻璃自負額」（如有）。

如果您選擇使用本公司的維修合作夥伴，本公司將直接處理付款事宜。如需索取維修合作夥伴名單，請聯絡列於保單承保表中的24小時意外服務熱線。

本公司根據此第18.4段進行的付款將不會算作第4段「無索償折扣」相關的索償。

除非另有明確規定，若保單承保表中的「受保車輛類型」載明為「商用車」，則「擋風玻璃更換賠償」不適用於受保車輛。

18.5 臨時代用車

如果

- 18.5.1 發生導致受保車輛無法駕駛的意外，而受保車輛寄存在汽車維修商，且維修時間超過四十八（48）小時（須在受保車輛送到汽車維修商後立即通知本公司）；或
- 18.5.2 受保車輛被盜，根據警方確認盜竊日期和時間的報告證明，所報稱的被盜時間超過四十八（48）小時；

本公司將根據您的要求提供一輛後備車輛，費用由本公司承擔，但是：

- 18.5.3 後備車輛的品牌和型號由本公司全權酌情決定，可能不同於您的受保車輛；
- 18.5.4 本公司不負責後備車輛的交付；
- 18.5.5 只有您及列於保單承保表中的記名司機能夠登記為後備車輛的駕駛者；
- 18.5.6 在申請此項賠償後，您須遵守汽車租賃公司發佈的任何條款及條件。

當受保車輛完成維修或被盜受保車輛找回及狀況正常時，此項賠償會終止。此項賠償的最高總費用在每個保險期內上限為五（5）個曆日，每日限額1,000港元，保單承保表中另有規定者除外。

除非另有明確規定，若保單承保表中的「受保車輛類型」載明為「商用車」，則「後備車輛保障」不適用於受保車輛。

18.6 24小時緊急道路救援

如果受保車輛在道路上發生機械故障或意外，受保車輛的保安系統故障除外，請撥打本公司列於保單承保表中的24小時電話聯絡我們；如獲悉受保車輛無法駕駛、不適宜駕駛或無法安全駕駛，本公司將根據您或現場受保司機的要求安排緊急道路維修服務，費用由本公司承擔（不包括任何零部件或配件）。在此情況下，在維修服務人員到達現場之前不得使受保車輛處於無人看管狀態。

如果情況超出本公司的控制範圍，本公司有權暫停根據此分段規定提供服務。

18.7 24小時免費拖車服務

如果受保車輛因意外或機械故障在道路上無法駕駛，受保車輛的保安系統故障除外，請撥打本公司列於保單承保表中的24小時電話聯絡我們；如果無法進行現場維修，本公司將根據您或受保司機的要求安排拖車，將受保車輛拖至汽車維修商或香港特區的其他地點，費用由本公司承擔，但根據本條規定可補償的金額在每個保險期內不得超過2,000港元。在此情況下，在拖車服務人員到達現場之前不得使受保車輛處於無人看管狀態。

對於留在受保車輛車內或車外的任何物品及配件的損壞或遺失，本公司概不負責。

如果情況超出本公司的控制範圍，本公司有權暫停根據此分段規定提供服務。

18.8 追討索償服務

18.8.1 如本公司已經根據本保單支付索償，本公司有權代表您向負有責任的第三者追討索償自負額。如追討成功，本公司將向您按比例退還索償自負額，並從中扣除本公司在追討中產生的費用。

18.8.2 本公司不保證能夠追回索償自負額，而在本公司認為適當的情況下，本公司完全有權行使我們的獨立和絕對酌情決定權，中止/放棄/撤回全部或部分追討行動。為免生疑問，對於未成功、已中止/放棄/未完成的追討行動，本公司在任何情況下概不負責。

18.8.3 如果索償自負額已全部追回，本公司將在追回後保單續簽時恢復第4段中所述的適用無索償折扣。

18.8.4 如根據索償自負額對索償進行調整，或如您的保單保障為「第三者責任保險」，本公司可行使絕對酌情決定權，協助您向負有責任的第三者進行追償。本公司沒有義務或責任向任何一方採取或不採取任何追討行動。

但前提是，您必須針對該第三者向警方報案，並成功基於疏忽駕駛或類似罪名在法院向該第三者提出訴訟。

18.9 無索償折扣保障

若在任何保險期內在計算保單承保表中載明的適用自負額之後本保單項下的索償總額未超過\$100,000港元，您在下一次續簽時將獲得與續簽之前的保險期內相同的無索償折扣級別（請參閱第4.1段的表格）。

即使有前述規定，您的無索償折扣相關的任何權利或保障均不可轉移至任何其他保險公司簽發的任何保單（無論是基於任何理由，包括但不限於本保單的終止或不續簽）。

19. 適用於「綜合保險」保障的附加賠償

若您的保單承保表上明確提述任何下列附加賠償，則該等賠償將是您在保單項下整體保障的一部分。關於此等附加賠償的完整詳情，請參閱下文條款。

為免生疑問，在任何情況下，若保單承保表中載明的「適用承保範圍」為「第三者責任保險」，則此第19段不適用。如保單承保表中有所規定，則附加自負額亦可能適用。

19.1 鑰匙保障

若受保車輛的主鑰匙或備用鑰匙遺失及無法找回或損壞及無法修復，則本公司將支付該鑰匙更換以及（如適用）與相關的系統重新編碼及停用原有代碼的相關費用。

若受保車輛的主鑰匙和備用鑰匙均遺失及無法找回或損壞及無法修復，則本公司將賠償主鑰匙及備用鑰匙更換以及（如適用）相關的系統重新編碼和鑰匙鎖具設置的相關費用。

無論受保車輛鑰匙發生何種類型的遺失/損壞，您在一個保險期內只有根據此第19.1段規定進行一次索償的權利。每個保險期內針對受保車輛鑰匙的此類遺失或損壞應付的最高限額總計不超過5,000港元，保單承保表中另有規定者除外。

對於引起索償的任何事故，本公司不負責相關索償的首筆款項，即列於保單承保表中的「鑰匙保障」（如有）。

本公司下列情況概不負責：

- 19.1.1 任何主鑰匙、備用鑰匙或整套鎖具的更換並不是在授權維修商進行；
- 19.1.2 任何主鑰匙、備用鑰匙或整套鎖具的更換在沒有授權維修商提供關於已遺失或損壞的裝置無法使用的證明下進行；
- 19.1.3 由於主鑰匙或備用鑰匙的任何遺失或損壞導致的相應損失、間接損失或收入/利潤損失；或
- 19.1.4 整套鎖具的更換，除非獲得警方報告證實導致主鑰匙和備用鑰匙均遺失或損壞。

19.2 受保車輛在中華人民共和國廣東省境內的損壞情況

鑑於您按照我們的不時報價繳付額外保費，當受保車輛在中華人民共和國廣東省境內行駛時，您的保單延伸至「第一部分保險——由意外造成的受保車輛損失或損壞」以及「第三部分保險——醫療費用的彌償」中對您及您的受保車輛的彌償。保單的彌償限額（總額或其他金額）維持不變。就此第19.2段而言，應付損失或對受保車輛進行的維修只能在香港特區境內進行。

對於在中華人民共和國廣東省境內產生的任何索償，適用於第一部分保險的自負額列於您的保單承保表中。

本公司不負責將受保車輛從廣東省轉運至香港特區所招致的任何費用，包括中華人民共和國對受保車輛或其車主徵收的任何關稅、進口或出口稅或附加費。

就此第19.2段而言，第18段規定的賠償應適用，但以下項目除外：

19.2.1 第18.5段規定的「後備車輛保障」；及

19.2.2 第18.8段規定的「追討索償服務」。

19.3 受保車輛在澳門特別行政區境內的損壞情況

鑑於您按照我們的不時報價繳付額外保費，當受保車輛在澳門特別行政區境內行駛時，您的保單延伸至「第一部分保險——由意外造成的受保車輛損失或損壞」以及「第三部分保險——醫療費用的彌償」中對您及您的受保車輛的彌償。保單的彌償限額（總額或其他金額）維持不變。就此第19.3段而言，應付損失或對受保車輛進行的維修只能在香港特區境內進行。

對於在澳門特別行政區境內產生的任何索償，適用於第一部分保險的自負額列於您的保單承保表中。

本公司不負責將受保車輛從澳門特別行政區轉運至香港特區所招致的任何費用，包括澳門特別行政區對受保車輛或其車主徵收的任何關稅、進口或出口稅或附加費。

就此第19.3段而言，第18段規定的賠償應適用，但以下項目除外：

19.3.1 第18.5段規定的「後備車輛保障」；及

19.3.2 第18.8段規定的「追討索償服務」。

19.4 更換私人電動車充電器

如果您的私人電動車充電器在意外時損壞，我們將支付實際維修或更換的費用。維修或更換的費用僅限於每個保單年度最多一次，每次最高5,000港元，受限於1,000港元自負額。

20. 適用於「第三者責任保險」保障的附加賠償

若您的保單承保表上明確提述任何下列附加賠償，則該等賠償將是您在保單項下整體保障的一部分。關於此等附加賠償的完整詳情，請參閱下文條款。

20.1 記名司機的人身意外賠償

針對意外發生時正上落或駕駛受保車輛，在保單承保表中載明的記名司機遭受的單純因該意外事故造成的猛烈、意外、外部且可見的身體傷害（不包括受傷後的後續醫療或手術治療），本公司將根據下表規定的金額，就該身體傷害發生後三（3）個曆月內導致的下列後果提供賠償：

賠償表		賠償額*
部分 A		
	死亡	100%
部分 B		
1.	永久完全傷殘	100%
2.	永久及無法治癒的四肢癱瘓	100%
3.	雙眼永久完全失明	100%
4.	單眼永久完全失明	100%
5.	喪失雙肢或雙肢永久完全喪失使用功能	100%
6.	喪失單肢或單肢永久完全喪失使用功能	100%
7.	喪失說話能力及喪失聽力	100%
8.	永久及無法治癒的精神錯亂	100%
9.	永久完全喪失聽力：	
	9.1 雙耳	75%
	9.2 單耳	15%
10.	喪失說話能力	50%
11.	單眼晶狀體永久完全喪失	50%

12.	喪失四指及拇指或四指及拇指永久完全喪失使用功能: 12.1 右手 12.2 左手	75% 50%
13.	喪失四指或四指永久完全喪失使用功能: 13.1 右手 13.2 左手	75% 50%
14.	喪失一隻拇指或一隻拇指永久完全喪失使用功能: 14.1 兩個右關節 14.2 一個右關節 14.3 兩個左關節 14.4 一個左關節	30% 15% 20% 10%
15.	喪失手指或手指永久完全喪失使用功能: 15.1 三個右關節 15.2 兩個右關節 15.3 一個右關節 15.4 三個左關節 15.5 兩個左關節 15.6 一個左關節 如受保人慣用左手, 則第12至第15段所示的左手和右手適用百分比應對調。	10% 7.5% 5% 7.5% 5% 2%
16.	喪失腳趾或腳趾永久完全喪失使用功能: 16.1 單足全部腳趾 16.2 兩節大腳趾 16.3 一節大腳趾	15% 5% 3%
17.	腿部或膝蓋骨骨折並被確定為無法癒合	10%
18.	腿部縮短至少5厘米	7.5%

19.	<p>就未列入B部分喪失情況的永久殘疾, 本公司有絕對酌情權決定主要保額的百分比, 並以本公司認為並無抵觸第9至第18項喪失情況包括的所有賠償為基礎。</p> <p>若一次意外造成多項喪失情況, 則只支付與一項喪失情況對應的金額(以金額較大者為準)。在任何情況下, 即使同一受保人擁有兩份或多份汽車保險, 賠償金額亦不得超過受保人由於任何一次意外而遭受的任何一項喪失情況的上述保險總額。</p> <p>「喪失」指手腕或足踝關節或其以上部位完全斷離, 或不可恢復地完全失去視力或說話能力。</p>
20.	永久全殘指造成受保人無法從事任何類型的業務或職業的身體傷害, 且已向本公司提供充分證據, 證明該傷殘情況從發生之日起已經持續一年, 以及受保人餘生完全有可能會一直持續這種情況。

賠償額*: 賠償金額, 按列於保單承保表中的人身意外賠償限額的百分比計。

- 20.1.1 記名司機的此保險保障僅限於在香港特區境內。
- 20.1.2 本公司在每個保險期的責任總額僅限於保單承保表中載明的「人身意外」保險金額。
- 20.1.3 本保單不保障由以下原因引起或導致的損失：
- 20.1.3.1 自殺或企圖自殺；
 - 20.1.3.2 涉及或進行除徒步之外的任何類型的比賽、速度或耐力測試；
 - 20.1.3.3 任何人士在控制受保車輛時受到酒精或藥物影響（暫時或其他方式）；或
 - 20.1.3.4 任何原已存在的醫療狀況、身體缺陷或衰弱。

20.2 24小時緊急道路救援

如果受保車輛在道路上發生機械故障或意外，受保車輛的保安系統故障除外，請撥打本公司列於保單承保表中的24小時電話聯絡我們；如獲悉受保車輛無法駕駛、不適宜駕駛或無法安全駕駛，本公司將根據您或現場受保司機的要求安排緊急道路維修服務，費用由本公司承擔（不包括任何零部件或配件）。在此情況下，在維修服務人員到達現場之前不得使受保車輛處於無人看管狀態。

如果情況超出本公司控制範圍，本公司有權暫停根據此第20.2段規定提供服務。

20.3 24小時免費拖車服務

如果受保車輛因意外或機械故障在道路上無法駕駛，受保車輛保安系統故障除外，請撥打本公司列於保單承保表中的24小時電話聯絡我們；如果存在現場無法維修的狀況，本公司將根據您或受保司機的要求安排拖車，將受保車輛拖至汽車維修商或香港特區的其他地點，費用由本公司承擔，但根據本條規定可補償的金額在每個保險期內不得超過2,000港元。在此情況下，在拖車服務人員到達現場之前不得使受保車輛處於無人看管狀態。

對於留在受保車輛車內或車外的物品及配件的損壞或遺失，本公司概不負責。

如果情況超出本公司的控制範圍，本公司有權暫停根據此第20.3段規定提供服務。

重要事項

21. 披露責任

在訂立本合約之前，整個合約生效期間以及合約續簽時，您均有披露責任。如果您對某項事實是否屬實存有疑問，應立即聯絡本公司進行澄清。

21.1 在訂立或續簽本合約之前，您必須：

21.1.1 誠實、準確和完整地回答本公司提出的任何問題；

21.1.2 告知本公司您所知的資料；及/或

21.1.3 告知本公司在您所處情況下一名合理的人理應知悉及對於本公司就您承保和基於何種條款為您承保所作出的決定相關的任何資料，即使您認為該資料並不重要。

21.2 在合約期內，您必須：

21.2.1 當您之前提供的資料有變或本公司所保障的風險出現變化時告知本公司。針對您告知本公司的情况，本公司可在任何時候變更合約條款或取消本合約。

21.2.2 就您的索償為本公司提供協助。換言之，若您或任何司機涉及某宗汽車意外，須立即通知本公司，並就您的索償提供本公司可能合理要求的一切資料和協助、否則，本公司可以不向您支付索償或提供保障。

21.3 若您未能履行您的披露責任，如透過任何失實陳述、虛假描述、使用欺詐性文件或隱瞞任何重大事實而獲得保障，則本公司可以不向您支付索償，以及有權減少本公司在本合約之下就某項索償所承擔的責任，取消本合約或同時採取這兩種做法。若您隱瞞資料屬欺詐性

質，本公司亦可選擇從一開始便取消本合約，且不退還保費。

21.4 任何在您授權下就您的保單代表您行事的人士或代理人均須受您的披露責任約束。在回答本公司的問題時，該授權人士或代理人將被視為擁有回答該等問題所需的適當授權和知情權。

21.5 若您或任何其他受保人以任何虛假、誇大、誇張或欺詐方式提出索償，或存在任何失實陳述或欺詐性不作為，或您或任何其他受保人利用虛假、誇大、誇張或欺詐性文件或利用欺詐性口頭或書面陳述為某項索償提供證明，則本保單失效，且您會失去本保單之下的所有權利。您亦將失去所有索償權利。

22. 個人資料收集及使用聲明

22.1 本公司可將我們收集到與您相關的個人資料用於以下用途：

- 22.1.1 處理和評估您的保險申請以及未來您可能提出的保險申請；
- 22.1.2 管理您的保單以及提供與您的保單相關的服務；
- 22.1.3 調查、處理和支付根據您的保單提出的索償；
- 22.1.4 開出發票並向您收取保費及未付款項；
- 22.1.5 再保險用途；
- 22.1.6 統計研究、資料匹配及/或驗證用途；
- 22.1.7 針對任何上述目的與您聯絡；
- 22.1.8 與上述用途直接相關的其他輔助用途；及
- 22.1.9 遵守適用法律、規例或任何行業守則或指引或要求。

22.2 可在香港境內或境外，將該等個人資料披露、分享、透露、提供或以其他方式轉移至：

- 22.2.1 本公司的任何關聯或聯營公司、與任何前述用途相關的第三方服務提供者、中介機構、專業顧問及/或供應商；

22.2.2 由保險公司及/或保險行業的其他從業者組成以保險行業或其任何成員的利益和權益為目的而現存或不時成立的任何協會、聯盟或類似組織，或以監管保險公司或其他從業者或本公司根據其酌情決定權認為必要或希望的任何其他個人/組織/第三方為目的；

22.2.3 任何監管機構或政府機構或主管當局。



在受保期間，有哪些更改需要通知保險公司：

為確保您的保單持續有效，如有下列更改必須通知保險公司：

- 更換受保車輛
- 改裝受保車輛 (詳細請見保單條款第7.7節)
- 添加指定司機或更改指定司機
- 更改受保車輛用途 (例如：從社交用途更改為商業用途)
- 增加您的保障 (例如：從第三者責任保險更改為綜合保險)



交通意外發生後或汽車遭損毀時應注意事項：

- 立即通知警方備案
- 記錄對方車主、駕駛人之姓名及地址，以及所有相關資料
- 儘快通知本公司有關意外或損毀
- 將所有有關意外或損毀之文件，盡快呈遞予本公司
- 若意外發生在非辦公時間，可致電承保表內註明的安聯二十四小時緊急熱線求助
- 切勿承認責任或與任何有關之第三者協商該事件中的責任問題

更改您的保單？

請致電承保表內註明的號碼



呈報索償

- 掃描二維碼以呈報索償
- 聯絡您的保險代理/經紀



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