



**PRIVATE CAR
INSURANCE POLICY**
私家車保險

NOTES TO POLICYHOLDER

Thank you for insuring with Allied World.

We will provide the insurance cover described in this policy during the period of insurance upon receiving your premium payment.

This policy provides comprehensive protection for you with the following documents forming the basis of and part of your policy:

- the proposal, declaration and any other information you have given us,
- the policy schedule and any amended schedule,
- the most recent renewal confirmation, and
- any endorsement amending any of the above.

We highly recommend that you read this policy thoroughly which sets out the benefits and limitations of the insurance you have bought. We also suggest that you should make your family members aware of this insurance cover in case they need to make or assist with a claim.

Should you have any query about this policy cover, please do not hesitate to contact your broker, agent or us for clarification.

Making a Claim

If you have any query when making a claim, please contact:

Claims Team

Tel +852 2968 3221 Fax +852 2917 6179

Customer Service Excellence

Should you have any feedback or advice to assist us in continuously improving our customer service, please contact:

Marketing & Communications Team

Tel +852 2968 3000 Fax +852 2968 5111

Email hkhotline@awac.com

保單持有人須知

多謝選用Allied World Assurance Company, Ltd 世聯保險有限公司。

當我們收受您的保費後，便會在承保期內為您提供保單內所述的保障。

此保單為您提供全面的保障，並將會與下述文件一併成為本保險合約的組成部份：

- 投保書、聲明及一切由您提供之有關資料
- 承保表或任何曾經更改的承保表
- 最近期的續保確認文件
- 任何修正以上文件的批單

請詳細閱讀本保單，內裡清楚列明了本保險的承保範圍及不保項目。

我們亦提議您讓您的家人了解這保單的保障範圍，以便您的家人更快獲得我們的協助。

如對本保單有任何查詢，可聯絡您的保險代理，或與我們聯絡。

索償查詢

如欲知更多有關保險索償的詳情，請聯絡：

保險索償管理部

電話 +852 2968 3221 傳真 +852 2917 6179

優質客戶服務

我們樂意聽取您的寶貴意見或建議，以協助我們持續改善對客戶提供的服務；如對我們的服務有任何意見，請聯絡：

市務及傳訊部

電話 +852 2968 3000 傳真 +852 2968 5111

電郵 hkhotline@awac.com

I. INSURING CLAUSE

You and Us agree:

- A. the Proposal and Declaration is incorporated in and is the basis of this Insurance contract;
- B. You shall pay the Premium specified in the Schedule;
- C. We shall provide the Insurance subject to the terms and conditions of this Policy in respect of events occurring during the Period of Insurance specified in the Schedule; and
- D. the following shall be conditions precedent to any of Our liability:
 1. observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by You or any other person claiming to be indemnified; and
 2. the truth of the Proposal and Declaration.

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

In the event of any discrepancies between the English and Chinese versions of this Policy, the English version shall prevail.

II. GENERAL DEFINITIONS

Any One Event

Shall mean any one event or series of events arising out of one common cause or source in connection with the Motor Car.

Assistance Service

Shall mean the assistance provided by Our authorized representatives via hotline number 2796 2808.

Driver

Shall mean 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 Car or has held and is not disqualified from holding or obtaining such a Licence.

Estimated Value

Shall mean the Estimated Motor Car Value You supplied in Your Proposal and as specified in Your Schedule.

Excess

Shall mean the first amount that You must pay when You make a claim. Your Excess will be shown in the Policy and/or in the Schedule.

Geographical Area

Shall mean the territories of Hong Kong Special Administration Region of the People's Republic of China ("Hong Kong SAR") and include its harbour limits for the purpose of transit by sea, including incidental loading and unloading, by a craft designed for the carriage of motor vehicles.

Licence

Shall mean a licence or other permit required by the licensing authority or other laws or regulations.

Motor Car

Shall mean the private motor car specified in Your Schedule and in respect of which a Certificate of Insurance specifying its Registration Mark has been issued by Us and delivered to You and remains effective.

Named Driver

Shall mean any person listed under "Named Driver(s)" in the Schedule.

Period of Insurance

Shall mean the period of insurance shown in the Schedule.

Policy

Shall mean this Private Car Insurance Policy, the Schedule and any memoranda and endorsements agreed now or those endorsed in the future which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.

Proposal and Declaration

Shall mean any signed proposal form and declaration and any information supplied by You or on Your behalf in addition to or in substitution for the original submitted proposal form.

Schedule

Shall mean the document attached to this Policy specifying the terms and details of this Insurance contract

We/Us/Our/Insurer

Shall mean the Company providing this Insurance as specified in Your Schedule.

Windscreen Repairer

Shall mean Our representatives authorized to provide windscreen repair and replacement services via hotline number 2697 9980.

You/Your/Yours/Yourself

Shall mean the person named as the Insured in the Schedule.

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 gender.

III. OPERATIVE INSURANCE COVER

- A. Where the Type of Cover in Your Schedule is specified as Comprehensive, Sections 1, 2, 3 and 4 of this Policy are operative.
- B. Where the Type of Cover in Your Schedule is specified as Third Party, Sections 2 and 4 of this Policy are operative.

IV. LIMITATION AS TO USE OF THE MOTOR CAR

The Insurance coverage under any part of this Policy is operative only when the Motor Car is used for social, domestic and pleasure purposes or for Your business or profession.

This Policy shall not operate when the Motor Car is used for hire or reward, racing, pacemaking, reliability trial, speed testing or used for any purpose in connection with the Motor Trade.

V. COVERAGE

Section 1 Loss of or Damage to the Motor Car

- A. We shall indemnify You against loss of or damage to the Motor Car, its accessories and spare parts which have been fixed on the Motor Car.

We may at Our option, repair, reinstate or replace any part of or the whole Motor Car, its accessories or spare parts or may pay in cash the amount of the loss or damage provided that Our liability shall not exceed the actual value of the parts damaged or lost plus the reasonable cost of fitting and shall in no case exceed Your Estimated Value of the Motor Car as specified in Your Schedule or the reasonable market value of the Motor Car at the time of loss or damage whichever is the lesser.
- B. If the Motor Car is disabled by reason of loss or damage insured by this Policy, We shall additionally pay the reasonable cost of:
 1. protection and removal of the Motor Car to the nearest repairer; and
 2. redelivery after repair to Your address within the Geographical Area where the loss or damage was sustained;

provided that the amount recoverable from this contract shall not exceed 20% of the agreed cost of repairs to the Motor Car or HK\$2,000, whichever is the lesser.
- C. In the event of loss of or damage to the Motor Car, its accessories or spare parts necessitating the supply of a part not obtainable from stock held in the Geographical Area in which the Motor Car is held for repair or in the event of Us exercising the option to pay in cash in the amount of the loss or damage, Our liability in respect of any such part shall be limited to the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Geographical Area in which the Motor Car is held for repair or, if no such catalogue or price list exists, the price last obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the Geographical Area in which the Motor Car is held for repair and the amount of the relative import duty and the reasonable cost of fitting such part
- D. Where Your Motor Car is fitted with any item that is not included in the manufacturer's original standard configuration of Your Motor Car's make and model, you must include that item in the Estimated Value of the Motor Car. If you have not included the item in the Estimated Value of the Motor Car, then the item will not be covered under this Policy.

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Claims Excesses Applicable to Section 1

- A. In respect of Any One Event giving rise to a claim (other than an event of theft or attempted theft), We shall not be liable for the first amount of such claim specified in Your Schedule as "General Excess".
- B. The first amount of any claim for which We are not liable in accordance with Claims Excesses A. of Section 1 of this Policy shall be increased if at the time of the occurrence of the event giving rise to the claim:
 - 1. the Motor Car is being driven by a person other than a Named Driver specified in Your Schedule, by an additional amount by way of the "Unnamed Driver Excess" specified in Your Schedule;
 - 2. the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" specified in Your Schedule;
 - 3. the Motor Car is being driven by a person who has not held for a period of 2 years a driving Licence (other than a provisional driving Licence), by an additional amount by way of the "Inexperienced Driver Excess" specified in Your Schedule; and
 - 4. the Motor Car is parked, by an additional amount by way of a Parking Damage Excess of HK\$2,000.
- C. In respect of any claim arising out of theft or attempted theft of the Motor Car, We shall not be liable for the first amount of such claim specified in Your Schedule as "Theft Loss Excess".
- D. In the event of a claim under Section 1:
 - 1. if paragraph C. above is applicable, then paragraphs A. and B. above shall not be applicable;
 - 2. if paragraph A. above and any or more of sub-paragraphs B. 1., B. 2., B. 3. and B. 4. above are applicable, the first amount of such claim for which We are not liable shall be calculated cumulatively;
 - 3. if the expenditure incurred by Us shall include any amount for which We are not liable in accordance with paragraphs A., B. or C. above, You shall repay such amount to Us without delay.
- E. The provisions of paragraphs A. and B. above shall not apply to loss of or damage to the Motor Car caused by fire, self-ignition, lightning or explosion which arises independently and not out of any preceding accident involving the Motor Car.

Exceptions Applicable to Section 1

We shall not be liable in respect of:

- A. consequential loss;
- B. depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage or any failure of any electronic equipment and any in-car entertainment systems;
- C. damage to tyres unless damage is caused to other parts of the Motor Car at the same time; or
- D. any Claims Excesses applicable to Section 1.

Conditions Applicable to Section 1

- A. If to Our knowledge the Motor Car is the subject of a hire purchase agreement or a bill of sale by way of mortgage, any payment in cash shall be made to the owner described in the hire purchase agreement or to the mortgagee described in the bill of sale whose receipt shall be a full and final discharge of all Our liability in respect of such loss or damage.
- B. You may authorise the repair of the Motor Car necessitated by damage for which We may be liable under this Policy provided that:
 - 1. the estimated cost of such repair does not exceed the Authorised Repair Limit of HK\$1,000;
 - 2. We are furnished with a detailed estimate of the repair cost; and
 - 3. You shall give Us every assistance to see that such repair is necessary and the charge is reasonable.
- C. Where repair cost to the Motor Car is the subject of a claim under this Section, We shall have, and You acknowledge, a right of veto concerning a proposed place of repair or repair firm.

Section 2 Liability to Third Parties

Subject to the Policy Limits of Liability, Conditions and Exceptions, We shall indemnify You, Your Driver or at Your request any person (other than the person driving) in or getting into or out of the Motor Car against all sums including claimant's costs and expenses which You, Your Driver or such other person shall become legally

liable to pay and all costs and expenses incurred by You or on Your, Your Driver's or such other person's behalf with Our written consent in respect of:

- A. death of or bodily injury to any person; and
- B. damage to property;

where such death, bodily injury or damage arises out of an accident caused by or in connection with the Motor Car, or the loading or unloading of the Motor Car.

Policy Limits of Liability applicable to Section 2

- A. Our indemnity to You and any other person claiming to be indemnified under Section 2 including claimant's costs and expenses and other costs and expenses incurred by You or on Your and such other person's behalf with Our written consent arising out of Any One Event is limited to:
 - 1. in respect of death of or bodily injury to any person in accordance with Section 2 A., HK\$100,000,000; and
 - 2. in respect of damage to property in accordance with Section 2 B., HK\$2,000,000;where this Policy insures more than one Motor Car, the limitations of Our indemnity shall nevertheless apply irrespective of the number of insured Motor Cars that may be involved in the same event.
- B. If the occurrence of any event results in indemnity to more than one person, the limitations of Our indemnity specified in paragraph A. above shall apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to You.
- C. At any time after the happening of any event giving rise to a claim or a series of claims under Section 2, We may pay to You and any other person claiming to be indemnified the respective full amount of Our liability specified in paragraph A. above (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled and relinquish the conduct of any defence settlement or proceedings and We shall not then be responsible for damages payable to the claimant and claimant's costs or for any damage alleged to have been caused to You in consequence of any alleged action or Our omission 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, such person or any claimant or other person after We shall have relinquished such conduct.

Claims Excesses Applicable to Section 2

- A. In respect of Any One 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 Your Schedule as "Third Party Property Damage Excess".
- B. If the expenditure incurred by Us resulting from a claim includes the amount for which We are not liable in accordance with paragraph A. above, You shall repay such amount to Us.

Exceptions Applicable to Section 2

We shall not be liable:

- A. to indemnify any person claiming to be indemnified:
 - 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
 - 2. if such person is entitled to indemnity under any other insurance policy;
- B. in respect of death or bodily injury or property damage arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to the Motor Car for loading on the Motor Car or the taking away of a load from the Motor Car after unloading from the Motor Car;
- C. in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
 - 1. any person (including Yourself) claiming to be indemnified under Section 2; or
 - 2. the employer of any person (including Your employer) claiming to be indemnified under Section 2;
- D. in respect of damage to property belonging to, held in trust by or in the custody or control of:
 - 1. any person (including Yourself) claiming to be indemnified under Section 2; or
 - 2. a member of the same household of any person (including Yourself) claiming to be indemnified under Section 2;
- E. 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; or
- F. any Claims Excesses applicable to Section 2.

Conditions Applicable to Section 2

- A. In the event of the death of any person entitled to indemnity under Section 2, We shall, in respect of the liability incurred by such person, indemnify his legal personal representative in terms of and subject to the limitations of this Insurance which apply to such person.
- B. We may at Our own option and expense:
1. arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under Section 2; and
 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 2.

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 this Policy, You and any other person on whose account the payment is made shall repay such amount to Us without delay.

Section 3 Indemnity of Medical Expenses

We shall pay You the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by You or Your Driver (other than You) or any occupant of the Motor Car as the direct and immediate result of an accident to the Motor Car, provided always that Our liability under this Section arising out of Any One Event shall not exceed HK\$2,000

Section 4 Additional Benefits

Simply call Our 24-hour Assistance Service Hotline to secure the following emergency services arranged for You according to the Type of Cover You have obtained.

A. If You have obtained Comprehensive Type of Cover (as specified in Your Schedule), You can enjoy the following Additional Benefits.

1. Replacement Car

In the event of the Motor Car being:

- a. Immediately immobilized within the Geographical Area, due to an Accident (other than Mechanical Breakdown or any repair) to the Motor Car which requires a repair exceeding 48 hours; or
- b. Discovered stolen within the Geographical Area and is not found within 48 hours after such discovery

Our 24-hour Assistance Service shall arrange and pay for the supply of a replacement car of similar make and model through an independent car rental company nominated by Our Assistance Service provided that:

- a. the replacement car is arranged by Our Assistance Service by calling Our Assistance Service hotline;
- b. the make and model of the replacement car is at the discretion of Our Assistance Service and may not be identical to the Motor Car;
- c. Our Assistance Service is not responsible for the delivery of the replacement car;
- d. only Yourself or the Driver specified in Your Schedule can be registered as the driver of the replacement car;
- e. in the event of traffic Accident, the towing of the Motor Car subsequent to the Accident must be directly arranged by Our Assistance Service or the Driver of the Motor Car must obtain the prior consent from Our Assistance Service before arranging the towing of the Motor Car by any other party;
- f. in the event of the Motor Car being stolen, a Police report confirming the date and time of loss shall be produced;
- g. You or Your Driver shall upon claiming for this Additional Benefit A.1. comply with the terms and conditions of the car rental company.

This Additional Benefit A.1. shall terminate whenever the repair of the Motor Car is duly completed or the stolen Motor Car is recovered in normal condition and is handed over to You.

The maximum liability of Our Assistance Service under this Additional Benefit A.1. is HK\$5,000 for the actual car rental costs for Any One Event with a daily limit not exceeding HK\$1,000. Any optional insurance or cost of fuel shall be borne by You directly and entirely.

2. 24-hour Emergency Towing Assistance

If the Motor Car is immobilised on the road due to an Accident or its Mechanical Breakdown within the Geographical Area, Our Assistance Service will pay up to a maximum of HK\$2,000 for Any One Event and arrange for the Motor Car to be towed to the nearest garage or to a repair nominated by You or Your authorised driver or to Your place of residence.

3. 24-hour Emergency Roadside Assistance

If the Motor Car is immobilised on the road due to an Accident or its Mechanical Breakdown within the Geographical Area, Our Assistance Service at the request of You or Your authorised driver will arrange and pay up to a maximum of HK\$2,000 for Any One Event for the emergency roadside repair service excluding the costs of any parts or accessories or fuel. Under this circumstance the Motor Car must not be left unattended prior to the arrival of the provider of the repair service. This benefit will not be provided to the immobilised Motor Car placed in a car park or residential area.

4. 24-hour Traffic Regulation Enquiry Service

Our Assistance Service shall upon request provides You over the phone with information relating to traffic offences or licensing requirements.

5. 24-hour Claims Centre Service

A claims enquiry service is available 24 hours a day to advise You on claims procedures and to record claims.

6. Windscreen, Window Glass and Roof Glass

In respect of isolated loss or damage occasioned to the windscreen, window glass and roof glass, We shall pay up to HK\$5,000 Any One Event and Exception D. of Section 1 of this Policy shall not be applicable. It is further noted and agreed that any claim made under this Additional Benefit A. 6. shall not affect the NCD accounted for in the calculation of the total claims settlement in any one Period of Insurance.

You may call Our Windscreen Repairer at 2697 9980 to arrange for priority repair and/or replacement service anywhere within Hong Kong SAR (excluding frontier closed area), or visit any of their garages (Open Mon-Sat 9 a.m. to 6:30 p.m. except on Public Holidays).

7. Free Personal Accident Cover For Named Driver

We shall pay compensation for bodily injury sustained by any of the Named Driver as specified in Your Schedule (hereafter called Insured Person) in direct connection with the Motor Car and caused by violent, accidental, external and visible means which independently of any other cause shall within 12 months from its occurrence of such injury results in death or Permanent Total Disablement. Permanent Total Disablement shall mean the bodily injury which prevents the Insured Person from attending to his business or occupation and to business or occupation of any kind with proof satisfactory to Us that such disablement has continued for one year from the date of the occurrence and shall in all probability continue for the remainder of the Insured Person's life.

Provided that:

- a. Our liability shall not exceed the sum of HK\$100,000 Any One Event and in aggregate any one Period of Insurance; and
- b. no compensation shall be payable in respect of bodily injury directly or indirectly sustained whilst the Insured Person:
 - i. being under the influence of intoxicants or drugs (unless under medical supervision) or alcohol;
 - ii. is committing or attempting to commit suicide or intentionally inflicting self-injury; or
 - iii. is engaging in racing.

8. Claims Recovery Service

In the event of Us having paid a claim under this Policy, We undertake to pursue a recovery from the liable third party. If the recovery is successful, We shall refund to You a rateable proportion of the Policy Excess to the loss less any fees incurred by Us in pursuing the recovery.

Where a full recovery is made, We shall reinstate the NCD from the renewal(s) subsequent to the loss and refund to You the difference in premium paid as a result of the reduction of the NCD.

In the event of the adjusted claim being within the Policy Excess, We shall assist You in pursuing the claim against the liable third party. The assistance shall be advisory only and We shall not be obligated to take any action against any parties in pursuing the recovery.

9. New for Old

In the event the Motor Car is stolen or damaged beyond economical repair in an accident covered under the Policy, We shall replace the Motor Car of the same or similar make and model without deducting any depreciation provided that:

- a. You are the first registered owner;

- b. the first registration of the Motor Car with the Transport Department must be made within the calendar year immediately following the year of manufacture thereof;
- c. the loss occurs within the first twelve months of the first registration of the Motor Car with the Transport Department;
- d. the same or similar make and model of the Motor Car is available in the Hong Kong SAR;
- e. any alterations/modifications made to the Motor Car are excluded;
- f. additional accessories and equipment, other than optional accessories and equipment installed by Motor Car manufacturer and the value of which is insured, are excluded;
- g. the net purchase price of the replacement car does not exceed the Estimated Value as specified in Your Schedule; and
- h. Our written consent must be obtained before replacement.
If the replacement car of the same make and model is available but You choose not to accept it, Our liability under this benefit shall be capped at the net purchase price of the replacement car of the same make and model at the time of the loss. However, if the replacement car of the same make and model is not available, Our liability shall be capped at the Estimated Value as specified in Your Schedule. If You choose not to replace the Motor Car, We shall pay You in accordance with the terms and conditions of the Policy as if this extra benefit section does not apply.

10. No claim discount protection

If the total claims amount under all Sections of this Policy in any one Period of Insurance do not exceed HK\$80,000 or 20% of the Estimated Value as specified in Your Schedule after the application of any Excess whichever is the lesser amount, You shall, at renewal, immediately subsequent be entitled to the same percentage of NCD, with no increment, as under the current policy. All claims shall be accounted for and this benefit shall not apply in the event that the No Claim Discount is to be transferred to any other insurance companies for whatever reason including non-renewal by You or Us.

11. Waiver of Depreciation on Repairs

In the event of loss of or damage to the Motor Car requiring repairs, We shall waive the deduction made for depreciation on those spare parts which need replacement, provided that:

- a. the first registration of the Motor Car with the Transport Department must be made within the calendar year immediately following the year of manufacture thereof; and
- b. the loss occurs within the first twelve months of the first registration of the Motor Car with the Transport Department.

B. If You have obtained Third Party Type of Cover (as specified in Your Schedule), You can enjoy the following Additional Benefits.

1. Replacement Car

In the event of an Accident or Mechanical Breakdown resulting in the immobilisation of the Motor Car or the case of theft occurring within the Geographical Area, Our Assistance Service shall arrange at Your expense the supply of a replacement car.

2. 24-hour Emergency Towing Assistance

If the Motor Car is disabled within the Geographical Area by reason of its own Mechanical Breakdown or an Accident, Our Assistance Service shall arrange at Your expense the removal of the Motor Car to the nearest garage, repairer or to Your place of residence.

3. 24-hour Emergency Roadside Assistance

In the event of an Accident or Mechanical Breakdown resulting in the immobilisation of the Motor Car occurring within the Geographical Area, Our Assistance Service shall arrange at Your expense the repair of the immobilised Motor Car on the spot by a nearby engineer.

If immediate repair is not possible, Our Assistance Service shall organise for the Motor Car to be towed at Your expense to the nearest garage, repairer or to Your place of residence.

4. 24-hour Traffic Regulation Enquiry Service

Our Assistance Service shall upon request provide You over the phone with information relating to traffic offences or licensing requirements.

5. 24-hour Claims Centre Service

A claims enquiry service is available 24 hours a day to advise You on claims procedures and to record claims.

6. Claims Recovery Service

We shall assist You in pursuing the claim against the liable third party. Our assistance shall be advisory only and We shall not be obligated to take any action against any parties in pursuing the recovery.

Definitions Applicable to Section 4 additional Benefits A.1-A.3 and B.1.-B.3.

Accident

Shall mean any unforeseen occurrence when the Motor Car which is involved giving rise to loss of or damage to the Motor Car.

Beneficiary

Shall mean any owner or driver of the Motor Car (provided that such driver has the permission and the consent of the owner together) with all non-fare paying passengers in the Motor Car.

Mechanical Breakdown

Shall mean any unforeseen and unavoidable malfunction of the engine of the Motor Car. Such malfunction should be the cause of the immobilization of the Motor Car or should render it unsafe for driving.

VI. NO CLAIM DISCOUNT (NCD)

A. In the event of no claim being made or arising under this Policy during any of the Period(s) of Insurance specified below, the next renewal premium shall be reduced by the NCD specified hereunder:

Period(s) of Insurance	NCD (On Renewal Premium)
1 year	20%
2 consecutive years	30%
3 consecutive years	40%
4 consecutive years	50%
5 consecutive years or above	60%

- B. If a claim has been made or has arisen under this Policy during a Period of Insurance of which Your NCD is 40% or less, Your NCD shall be forfeited. If a single claim has been made or has arisen under this Policy during a Period of Insurance of which Your NCD is 50% or 60%, the said NCD shall be reduced at the next renewal to 20% or 30% respectively, but if more than one claim has been made or has arisen, Your NCD shall be forfeited.
- C. For the avoidance of doubt, any claim made under any part of this Policy during a Period of Insurance shall result in cancellation or reduction of Your NCD in accordance with paragraph B. above notwithstanding any assertion or allegation that You or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the event resulting in the claim under this Policy.
- D. In the event of a transfer of interest in this Policy with Our prior consent from one Insured to another, the claim-free period of qualification for the NCD so far as it affects the new Insured shall commence afresh with effect from the date of transfer, and the original Insured shall retain his right to the NCD earned up to the date of transfer which right is applicable to any motor insurance policy taken out by the original Insured on any one private Motor Car within 12 months of the date of transfer.
- E. If more than one Motor Car is insured under this Policy, the NCD shall be applied as if a separate Policy had been issued in respect of each such Motor Car.

VII. ASSISTANCE SERVICE SUPPORTING THIS POLICY

This Allied World policy is supported by our authorized representatives approved by Allied World for assistance in the event of an emergency. Please note that We shall not be liable for any expense or any consequential loss which the Insured may incur as a result of the use of such services provided.

VIII. GENERAL EXCEPTIONS

We shall not be liable under this Policy in respect of :

- A. any accident, loss, damage or liability caused, sustained or incurred:
 - 1. outside the Geographical Area; or
 - 2. whilst on Your order or with Your permission or to Your knowledge the Motor Car in respect of which indemnity is provided by this Policy is:
 - a. being used otherwise than in accordance with Part IV. Limitations As To Use Of The Motor Car of this Policy; or
 - b. being driven by any person other than Your Driver or is for the purposes of being driven by him in the charge of such person;
 - 3. whilst the Motor Car is being driven by, or is in the charge of, or is under the control of You or Your Driver:

- a. who is convicted of an offence for being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Car; or
 - b. when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap. 374) as may be amended from time to time or any legislation which replaces the same; or
 - c. who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, blood, or urine for testing or analysis as required by law.
- B. any accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly, proximately or remotely, occasioned by, contributed to by, or traceable to or arising out of or in connection with:
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;
 2. strike, riot, civil commotion; or
 3. detention, seizure, confiscation or any attempt thereat; or by any direct or indirect consequences of any of the said occurrences;
- C. any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- D. any accident, loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from or any consequential loss or any liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this General Exception D., combustion shall include any self-sustaining process of nuclear fission; or
- E. any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- F. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this clause 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) which from its nature or context is done for or in connection with 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 clause also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of terrorism.

In any action, suit or other proceedings where We allege that by reason of General Exception B., any accident, loss, damage or liability is not indemnifiable by this Policy, You shall have the burden of proving that such accident, loss, damage or liability is indemnifiable.

IX. GENERAL CONDITIONS

- A. Every notice or communication to be given or made under this Policy shall be delivered in writing to Us.
- B. In the event of any occurrence which may give rise to a claim under this Policy, You shall immediately give notice of such incident to Us with full particulars. Every letter, claim, writ summons and process shall be notified or forwarded to Us immediately on Your receipt. Notice shall also be given in writing to Us immediately shall You or any person claiming to be indemnified 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.
- C. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of Yourself or any person claiming to be indemnified without Our prior written consent. We shall be entitled to take over and conduct in the name of

Yourself or such person the defence or settlement of any claim or to prosecute in the name of Yourself 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.

- D. You shall take all reasonable steps to safeguard the Motor Car 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 Car or any part of the Motor Car or any of Your driver or employee. In the event of any accident or breakdown, the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Motor Car shall be excluded from the scope of indemnity granted by this Policy.
- E. We may cancel this Policy by giving seven days' notice by registered letter to You at Your last known address and in such event shall return to You the premium paid less the pro rata portion of the premium for the period this Policy has been in force or this Policy may be cancelled at any time by You by giving seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate of Insurance has been returned to 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 this 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

- F. If at the time any claim arises under this Policy there is any other insurance 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 General Condition F. shall impose on Us any liability from which but for this General Condition F. it would have been relieved in accordance with Exception A. 2. of Section 2.
- G. All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 690 of the Laws of Hong Kong). If the parties fail to agree upon the choice of arbitrators or umpires, Chairman for the time being of the Hong Kong International Arbitration Centre. It then the choice shall be referred to the 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 shall disclaim liability to You for any claim provided for under this Policy and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions contained in this Policy, then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable under this Policy from that time onwards.
- H. This Policy is subject to the exclusive jurisdiction of Hong Kong SAR and is to be construed according to the laws of Hong Kong SAR.

I. Sanction Clause

The Insurer shall not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction in any applicable jurisdiction.

J. Rights of Third Parties Clause

Save for any person or entity expressly conferred a benefit under this policy, no person or entity who is not a party to this policy has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any obligation or to receive any benefit or remedy under this policy. The consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this policy.

What to do if an accident happens

Do's

- Obtain name(s) and address(es) of other driver(s) involved.
- Note their vehicle(s) registration number(s) and make of vehicle(s).
- Ask for the name of their insurance company and their policy or certificate number.
- Note name and address of independent witnesses and make a rough diagram of the accident.
- If the other party is at fault, please lodge a complaint to the police.
- Report the accident either in writing or by phone to us as soon as possible, even if you do not intend to make a claim. If by phone, your written confirmation should follow.
- Call our **24-hour assistance Service hotline: 2796 2808** to arrange towing service of your motor car to garage for repair.
- Obtain an accident report form from our **claims division** at **2968 3221** during office hours (Mon-Fri 9 a.m. to 12:45 p.m.; 2 p.m. to 5:30 p.m.) or download the form from our website at **www.awac.com/asiapacretail** Complete and return the form to us with an estimate for repair. Please note the following:
 1. We may appoint an independent engineer to inspect the damage and agree with the repairer a fair charge for repair.
 2. Without an independent report it could be difficult for you or us to claim reimbursement from the party to blame.
 3. If we are to replace old spare parts with new spare parts, e.g. replacement of a 2-year-old battery or almost worn tyres, we shall involve you in some contribution towards the cost.
 4. If the motor car is beyond repair, we shall pay for a total loss. However, the policy pays the market value of the motor car at the time of the accident. Often this can be less than what you think the motor car is worth. Therefore, don't overinsure.

Do's while making a claim against a third party when your policy does not cover damage to your motor car:

- Notify the other driver in writing of your intention to claim from him.
- Say that you hold him responsible, and ask him to notify his insurance company.
- Write direct to his insurance company if you have details, remember to quote his policy or certificate number.
- Send an estimate of damage as soon as possible

Don't

- Discuss who was to blame for the accident.
- Admit responsibility.
- Attempt to settle with any other party involved.

Effect of the claim on No Claim Discount

- You shall continue to enjoy your NCD if your claim does not exceed HK\$80,000 or 20% of the estimated value as specified in your schedule whichever is the lesser.
- If someone is responsible, we shall try to get back the money spent, including yours if you have paid any excess.
- Often, however, a recovery cannot be made because of change of address, wrong information, no insurance or other reasons which prevent justice from being done.
- Costs fully recovered shall normally result in your NCD being restored. However:
 1. If the amount is modest, you may decide not to claim. Instead you can meet the repair costs yourself and deal direct with the other party.
 2. Injury to third parties or damage to other vehicles may also have to be paid for therefore, until claims come in, our file remains outstanding and your NCD shall be withheld.

Personal Data Information Collection Statement (PICS)

Purpose of Collection

Allied World Assurance Company, Ltd (Hong Kong Branch) (collectively with the other subsidiaries of Allied World Assurance Company Holdings, Ltd, "Allied World") may collect and use your personal data for the purposes of conducting its insurance business, including:

so that we can provide you with and manage insurance products and services, including to consider and process your application; to vary, cancel or renew your insurance; to deal with and/or process any claims under your policy, including settlement, and to conduct necessary investigations; to complete due diligence and background checks that are either required by law or regulation or have been put in place by Allied World; to respond to your queries and administer your policy, including correspondence with you; to investigate fraud, misconduct or any unlawful act or omission in relation to your policy; so that we can comply with legal obligations; for research and statistical purposes; for marketing (including, where permitted by law, direct marketing) of other services provided by us; and/or any purpose directly related to the above.

In general, it is voluntary for you to provide Allied World with your personal data. However, if you do not provide sufficient information, Allied World may not be able to provide insurance services to you.

Potential Transferees

Data held by Allied World relating to you will be kept confidential but Allied World may, for the purposes set out above, transfer your personal data to:

other insurers; reinsurers; intermediaries; insurance associations, federations or similar organisations; related companies; our advisers, service providers and agents; external claims data collectors and verifiers; parties that have an insurance scheme in place under which you purchased your policy; parties involved in claims investigation and management; government and statutory agencies; and/or as otherwise required or allowed by law, in each case both within and outside of the Hong Kong Special Administrative Region.

Marketing and Promotion

Treating you as a valued customer, Allied World and its group companies may use the personal data, including name and contact details, collected from you for the purposes of direct marketing of Allied World and its group companies' general insurance products, services or offers and for sending you the promotional materials or updates of such products, services or offers when they become available.

Allied World will not use your personal data for direct marketing if you have indicated objection to such use by ticking the opt-out box on the proposal form. You may also, at any time, request Allied World to cease the use of your personal data for direct marketing purposes, by informing Allied World's Compliance Officer at the contact information set out below.

Access Requests and Corrections

You have the right, subject to applicable law, to request access to and correction of any personal data concerning yourself held by Allied World. Requests can be made to the Compliance Officer of Allied World Assurance Company, Ltd, by mail to Suite 2201, 22/F One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, Hong Kong or fax to +852 2968 5111, or email to hkcompliance@awac.com.

（一）承保條款

受保人與本公司雙方同意：

- 投保暨聲明書是作為訂立本保險合約的基礎並被視為本保險合約的組成部份；
- 受保人應繳付承保表內列明的保費；
- 本公司將按照此保單的條款，提供在承保表所列保險期內發生的事件之保險賠償；及
- 本公司承擔保險責任的先決條件如下：
 - 受保人或其他受保障人必須遵守本保單內有關可作為及不可作為和其他必須遵守的條文；及
 - 在投保暨聲明書的內容全屬真實。

本保單須獲本公司授權的人仕於承保表上簽署才正式生效。

本保單的中英文版本如有任何歧異或不一致，一概以英文版為準。

（二）一般定義

就本保單而言：

「事件」

指與承保表內指定受保車輛相關並由同一個原因或事源產生之單一或連續事件。

「支援服務」

指由本公司授權提供的支援服務，熱線電話為 2796 2808。

「受保司機」

指受保人或經其指令或允許駕駛受保車輛的人仕。但該等人士必須持有駕駛該類車輛之執照或曾經持有該執照，而且持有或取得該執照之資格未被取消。

「估計價值」

指受保人於投保書上提供受保車輛的估計價值並已列明於承保表上。

「自付額」

指保人於索償時須負責的首部分款項。有關自付額將列明於保單和 / 或承保表上。

「地區範圍」

指香港特別行政區及其領海內（當受保車輛被船隻運送及被裝卸時）。

「執照」

指地區範圍內之法律、條例或發牌當局所認可之執照或許可證。

「受保車輛」

指承保表內指定的私家車，而該車已領有本公司發出並列明私家車號碼之有效保險憑證。

「記名司機」

指承保表上「記名司機」一欄所顯示的司機。

「保險期」

指承保表上顯示的保險期。

「保單」

指本私家車保險保單及其所包括的承保表、備忘及批單。上述文件應視為一份整體文件作理解，其間所出現、具有特定含義之任何詞或詞組將保持一致的意義。

「投保暨聲明書」

指已簽署的投保書、聲明及受保人或其代表所提供的額外或替代資料。

「承保表」

指本保單的附加文件，用以列明有關此保險合約的條文與細節。

「本公司」

指承保表上列明承保此保單的公司。

「汽車玻璃維修商」

指由本公司授權提供的汽車玻璃服務的維修商，熱線電話為 2697 9980。

「受保人」

指承保表上所指定的受保人仕。

除在本保單內特別註明外，所有單數式皆適用於複數，反之亦然；凡涉及某一性別的皆適用於另一性別。

（三）適用保險範圍

- 當「投保類別」於承保表上列明為「綜合保險」時，本保單之第一、二、三及四部份保險均適用。
- 當「投保類別」於承保表上列明為「第三者保險」時，本保單之第二及四部份保險均適用。

（四）車輛使用限制

本保單所提供之保障只限於受保車輛用作社交、家庭、娛樂或受保人的業務或職業用途。

當受保車輛用作出租、收費接載、賽車、性能可靠試驗、車速測試或充作車輛貿易或維修服務作業用途時，本保單概不承保。

（五）保險範圍

第一部份保險－車輛損失或毀壞保險

- 本公司將負責賠償受保車輛及其配件或零件之損失或毀壞。本公司有權自行決定修理、復原或替換受保車輛及其零件、配件或對其損失或毀壞作出現金賠償。

就第一部份保險 A 段而言，本公司的賠償責任只限於受保車輛在損失或毀壞時的合理市值或列於承保表上受保人提供的估計價值，以二者中較低者為準。

- 假若受保車輛因本保單所保障之損失或毀壞而不能行駛，本公司將額外支付下列合理費用：

- 保護及搬移受保車輛至最近之維修處；及
- 於維修完成後將受保車輛送回受保人於地區範圍內的住址；

上述支付金額不得超過協議維修費用的 20% 或港幣 2,000 元，以較低者為準。

- 如受保車輛配件或零件發生損失或毀壞需要進行修理，而所需配件未在修理地區獲取供應，或本公司選擇以現金賠付此項損失或毀壞，則本公司對該配件的賠償僅限於該配件的製造商或其該地區之代理商所發佈的最新的目錄或價格表內之價格，或如無此等目錄或價格表，則以最後自該製造廠取得的價格加上裝運（空運除外）到修理該車輛地區之合理的運費及有關進口稅及合理裝配費用。

- 如所投保之車輛裝配有原廠相同型號的標準設備以外的裝置，你須為此等裝置投保在估計價值內否則該等裝置將不受本保單保障。

適用於第一部份保險的自負額

- 對於任何事件導致的損毀索償（因盜竊或企圖盜竊之索償除外），本公司將不負責列於承保表內之「一般自負額」。

- 若受保車輛的損毀在下列情況發生，則有關的自負額須與以上自負額 A 段之「一般自負額」累計：

- 若受保車輛並非由承保表上列明之「記名司機」駕駛，須增加承保表內註明之「未記名司機自負額」一欄註明的數額；
- 若受保車輛由年齡 25 歲以下人仕駕駛，須增加承保表內註明之「年輕司機自負額」；
- 若受保車輛由一位持有駕駛執照不足兩年（臨時駕駛執照除外）的人仕駕駛，須增加承保表內註明之「缺乏經驗司機自負額」；
- 若受保車輛在停泊時遭損毀，須增加港幣 2,000 元之「停泊損毀自負額」。

- 對於盜竊或企圖盜竊引起的索償，本公司將不負責賠償承保表內註明之「盜竊損失自負額」。

- 對於第一部份之索償的自負額：

- 如上述 C 段適用，則上述 A 段及 B 段將不適用；
- 如上述 A 段及 B.1. 分段、B.2. 分段、B.3 分段和 B.4. 分段中任何一個或多個分段適用，受保人的自負額應累加計算。
- 如本公司支付的款項中包括受保人按照上述 A 段、B 段和 C 段的規定應自負的金額，受保人必須立即將該筆款項償還本公司。

- 如因非涉及受保車輛所遭的意外事故而獨立引發的火災、自燃、閃電或爆炸引起的損失或毀壞，則上述 A 段及 B 段的規定將不適用。

適用於第一部份保險的不保範圍

本公司對下列情況概不會作出賠償：

- 後果損失；
- 折舊、自然損耗、機件或電器故障、失靈或破損；及車輛音響之故障或失靈；
- 輪胎受損，除非受保車輛其他部份同時受損；或
- 任何適用於第一部份之自負額。

適用於第一部份保險的特別條款

- 假如應受保人的要求本保單在承保表內加註的備忘錄中列有租購車主，則本公司就受保車輛的損失或毀壞所支付的任何現金賠款均應支付給該租購車主。該租購車主簽發之收據將作為本公司已完全履行了對該損失或毀壞所負的最終責任的證據。

- 受保人對本保單可能保障的損失或毀壞可自行授權進行必要的修理，但須遵守下列條款：

- 估計的維修費不得超過港幣 1,000 元的授權修理限額；
- 受保人須即時向本公司提供詳盡的修理估價單；及
- 受保人需全力協助本公司調查該維修之必要性及收費之合理性。

- C. 若受保車輛的修理費用屬第一部份的索償，本公司有權否決受保人有關修理地點或修理的商號之建議。

第二部份保險—第三者法律責任保險

本公司同意依據本保單條款、不保責任及保單責任限額，提供賠償給予受保人、或任何受保司機或應受保人要求之任何進出受保車輛之人仕（司機除外），以支付下列其應負責的一切數額，包括其在法律上應負責索償人之各項費用和開支以及經本公司書面允許的受保人、受保司機或應受保障人仕因以下事故而引致的其他費用和開支：

- 任何人身死亡、身體傷殘或受損；及
- 財物損毀；

上述人身傷亡或財物損毀乃由受保車輛引起之事故或涉及受保車輛之事故所引起，包括在公路和大道範圍內把需要裝上受保車輛的貨物搬運至該車輛或將裝卸後的貨物搬離受保車輛所造成或引致的。

適用於第二部份保險的保單責任限額

- 本公司向受保人及其他可根據本保單第二部份索償人所提供的保險賠償，包括索償人的各項費用和開支，以及源於任何事件並經本公司書面允許並由其本人或其代表人引致的其他費用和開支，均有以下的限額：
 - 有關第二部份 A 段所指的人身傷亡事件，本公司的「第三者死亡或身體傷殘」保險責任限額為港幣 100,000,000 元。
 - 有關第二部份 B 段所指財物損毀事件，本公司的「第三者財物損失」保險責任限額為港幣 2,000,000 元。

假若本保單承保多於一輛汽車，不論於同一事故中涉及的受保車輛數目多少，仍以上述的賠償限額作為本保單責任限額。

- 如任何事件導致不止一人獲得賠償，上述 A 段註明的賠償限額將適用於所有受保障人仕的賠償總額，但受保人可優先獲得保險賠償。
- 任何導致涉及本保單第二部份之索償的事故發生後，本公司可根據上述 A 段所列的責任限額支付全部數額予受保人及其他有權索償人仕（但需扣除任何已付部份）；或支付合理的數額予上述人仕；然後本公司將放棄進行抗辯或訴訟，自此不再負責賠償索償人的損失賠償和費用或者任何聲稱是由於本公司有關前述抗辯，或賠償訴訟之行動或疏忽或放棄或致使受保人或任何有權索償人仕遭受的損失，本公司亦將不負責賠償在本公司放棄採取上述抗辯或訴訟行動後受保人或任何有權索償人所引致的任何費用和開支。

適用於第二部份保險的自負額

- 對第三者財物損毀的賠償責任而言，於每事件上本公司將不負責註明於保單承保表上之「第三者財物損失自負額」；
- 如本公司支付的款項中包括受保人據上述 A 段的規定應自負的金額。受保人必須立刻將該筆款項償還本公司。

第二部份保險的不保範圍

本公司概不負責：

- 受保人或任何應受保障人的索償要求；
 - 除非該索償人仕已遵守及履行了本保單所有適用的條款；或
 - 假如該索償人仕已獲得其他保單的賠償。
- 在公路或大道範圍以外地方，在受保車輛上進行裝卸過程中所造成的人身傷亡。
- 由下列人仕所僱用的任何人士當從事其工作過程中遭致的人身傷亡：
 - 任何根據第二部份之應受保障人仕（包括受保人）；或
 - 任何根據第二部份之應受保障人仕（包括受保人）之僱主；
- 由下列人仕所持有或以信託形式持有，保管或控制的財產損失：
 - 任何根據第二部份之應受保障人仕（包括受保人）；或
 - 任何根據第二部份之應受保障人仕（包括受保人）的家庭成員；
- 於香港特別行政區以外的有管轄權的法院所作出初審裁定的案件，或由香港特別行政區範圍以外的法院所作出的裁決；或
- 任何屬第二部份保險所註明的自負額。

適用於第二部份保險的特別條款

- 如事件牽涉有關按第二部份應受保障人去世，則本公司仍將按本保單條款及「保單責任限額」賠償予其法定代表承擔死者遺留在該事件之責任賠償。
- 本公司有權選擇及支付：
 - 安排代表出席第二部份保險賠償有關的調查或死因研訊；及
 - 在審理有關第二部份保險賠償的事件或涉嫌違法行為上作出訴訟答辯。

有權追回款項

若本公司根據地區範圍內任何地方法律規定或根據本公司與香港汽車保險局之任何協議的規定，必須支付一筆依據本保單而本公司不需負有賠償責任的款項，則受保人或有關人仕應立即如數償還本公司。

第三部份保險—醫療費用保險

受保人或受保司機或受保車輛內的任何人仕因受保車輛發生意外時直接及即時遭到的外來及有形的身體傷害，本公司將賠償予受保人所需的合理醫療費用，但本公司對每宗事件的賠償責任不得超過港幣 2,000 元的保單賠償限額。

第四部份保險—附加保障

受保人只需致電本公司的 24 小時支援熱線即可根據其適用保障範圍，獲得下列的附加保障。

- 如承保表上列明「綜合保險」為投保類別，受保人可享有下列保障。

1. 後備車輛

如受保車輛：

- 因意外（不包括機械故障或任何維修）導致其無法即時在地區範圍內的道路上行駛而修理時間需超過 48 小時；或
- 在地區範圍內被盜及於發現被盜遺失後之 48 小時內仍不被尋回

本公司的 24 小時支援服務中心將代為安排並支付一輛相約款式及型號之後備車輛，此後備車輛將由本支援服務中心已指定之租車公司提供。獲此項保障須知：

- 須先致電本公司的支援服務熱線，讓支援服務中心代為安排；
- 後備車輛之款式及型號將由本支援服務中心決定；後備車輛不一定與受保車輛之款式或型號相同；
- 本支援服務中心不負責後備車輛之運送；
- 只限於受保人或受保表上已登記之司機可登記為後備車輛之司機；
- 在意外發生後，不能行駛的受保車輛之拖車服務必須經由本支援服務中心安排；或受保司機在自行安排其他拖車公司的服務前必須先得本支援服務中心的同意；
- 在受保車輛被盜後，必須向本公司呈交向警方報案紀錄之報告。此報告需列明事發日期、時間；
- 若受保人或受保司機就此段索償，須遵守租車公司之各條款。

此附加保障 A.1. 將於受保車輛所需之修理完成或被盜之受保車輛被尋回並交還予受保人後終止。

本支援服務中心於此附加保障 A.1. 之責任限額為每事故港幣 5,000 元，此限額將支付每天不多於港幣 1,000 元的租車費用。任何額外保險或汽油費用將由受保人完全支付。

2. 24小時緊急拖車服務

如受保車輛於路上因意外或機件故障導致在地區範圍內無法行駛，不能當場修妥，本公司的支援服務將安排拖車服務，將客戶的車輛拖返最近的維修中心或受保人或其代表指定的車房或受保人的居住地。每一事故最高賠償額為港幣 2,000 元的拖車費用。

3. 24小時路邊緊急維修

如受保車輛於路上因意外或機件故障導致在地區範圍內無法行駛，本公司的支援服務將安排維修人員趕赴現場，搶修客戶的車輛。每一事故最高賠償額為港幣 2,000 元的修理費用（不包括零件及燃料）。在提供此項服務時，受保人必需在現場。此服務不適用於若車輛當時是在停車場或住宅範圍內。

4. 24小時交通條例諮詢服務

受保人只需致電本公司的 24 小時支援熱線，便可查詢有關交通條例或駕駛執照及車輛過戶的資料。

5. 24小時索償服務

本公司的 24 小時支援熱線可為受保人提供每天 24 小時索償諮詢服務。

6. 車頭擋風車窗及車頂玻璃保障

每宗車頭擋風及車箱玻璃的獨立損毀事件的索償可達港幣 5,000 元，而不需扣除第一部份不保範圍的 D 段提及的自負額。此外，對此附加保障 A.6 段提出的所有索償，均不會被列入向本公司在受保期內的索償總額，以免影響受保人的無索償折扣。

您可以致電 2697 9980 聯絡我們的汽車玻璃維修商安排於香港特別行政區內的任何地點（邊境禁區除外）提供優先維修和/或更換服務或親臨維修商的任何一間車房進行維修（營業時間星期一至六早上九時至下午六時三十分公眾假期除外）。

7. 記名司機免費個人意外保險

本公司就承保表上的記名司機因受保車輛發生意外時，直接及即時遭到並非因其他事故引致之外來及有形的身體損傷，而於此損傷發生後十二個月內引致之死亡或永久完全傷殘作出賠償。

永久完全傷殘指受保人因身體損傷以使其不能上班。受保人須向本公司提交能接受的合理證明，證明其身體損傷由意外發生後已持續一年，並會繼續維持。

請注意：

- 本公司就每事件的責任限額或在保險期內的總責任限額為港幣 100,000 元。

- b. 本公司將不會作出賠償，若受保人：
- 因受到酒精，酒類飲品或藥物（醫生所指定除外）影響；
 - 正試圖或企圖自殺或故意傷害自己身體；或
 - 正進行賽車。

8. 追討賠償服務

若本公司就此保單作出賠償，本公司將向需負責的第三者追討賠償金額。若追討成功，本公司將在扣除追討開支後，按比例向受保人發還部分自負額。

若賠償金額能被全數討回，本公司將在續保時恢復受保人於意外前的無索償折扣並發還因無索償折扣被減少而多收之保費。

若經調整後之賠償金額低於自負額，本公司將協助受保人向第三者追討。惟此協助謹為諮詢性質，本公司將不會對任何人作出追討行動。

9. 「新換舊」保障

倘受保汽車被盜竊或在意外中完全損毀，而按照本保險單條款可獲本保險單提供保障，本公司同意以受保汽車同款新車作為賠償而不扣除任何本保險期內的折舊率，但須符合下列條件：

- 受保人是受保汽車的首名登記車主；
- 有關損失在受保汽車於運輸署辦理首次登記後首十二個月內發生；
- 必須在受保汽車製造年份隨後一個曆年內到運輸署辦理首次登記；
- 受保汽車的同款車在香港特別行政區有售；
- 受保汽車進行的任何改裝 / 修改將不獲保障；
- 不包括附加配件及設備，但向原廠購買、裝置並已投保的配件及設備除外；
- 獲賠新車的淨購價不超過受保汽車原本的淨購價；
- 受保人獲賠新車之前必須取得本公司書面同意。

但如受保人選擇不接受本公司以新車賠償或未能找到同款新車，本公司將會根據本保險單的條款支付賠償予受保人，猶如本節的額外保障並不適用一樣。

10. 「無索償折扣」保障

若在任何保險期內就本保單所有部份所作出的索償於扣除自負額後不多於港幣 80,000 元或承保表上受保人提供的估計價值的 20%（以較低者為準），受保人在緊接的續保時將享有與現時保單相同的無索償折扣。

我們會核實及查明所有申索，倘若不論任何理由包括本公司及受保人不續保而須將無索償記錄折扣轉移至任何其他公司，則本額外保障將不適用。

11. 「零」折舊率修理賠償

若受保汽車遇上意外而須進行維修，需要更換之零件均不會被扣除折舊率，但須符合下列條件：

- 受保汽車必須在其製造年份隨後一個曆年內於運輸署辦理首次登記；及
- 有關損失在受保汽車於運輸署辦理首次登記後首十二個月內發生。

- B. 如承保表上列明「第三者保險」為投保類別，受保人可享有下列保障。（以下各項服務所需費用皆須由受保人負責）

1. 後備車輛

若受保車輛在地區範圍內因意外或機械故障致其不能行駛或受保車輛被盜，本支援服務中心可代為安排一輛後備車輛。

2. 24 小時拖車服務

如受保車輛在地區範圍內因其機械故障亦不能於事發現場即時修理妥當，本公司的支援服務中心可代為安排拖走受保車輛至最近之維修處或受保人居所。

3. 24 小時路邊緊急維修

如在地區範圍內，因意外或機械故障以致受保車輛不能行駛，本公司的支援服務中心可代為安排路邊緊急維修。

如不能即時修理受保車輛，本公司的支援服務中心可代為安排把受保車輛拖至最近之車房，維修處或受保人地址。

4. 24 小時交通條例諮詢服務

受保人只需致電本公司的 24 小時支援熱線，便可查詢有關交通條例或駕駛執照及車輛過戶的資料。

5. 24 小時索償服務

本公司的 24 小時支援熱線可為受保人提供每天 24 小時索償諮詢服務。

6. 追討賠償服務

本公司可協助受保人向第三者追討賠償。惟此協助謹為諮詢性質，本公司將不會對任何人作出追討行動。

用於第四部份保險 - 附加保障 A.1-A.3 及 B.1-B.3之定義

「意外」指任何由不能預見之事情引致受保車輛損毀。

「受益人」指任何擁有或駕駛受保車輛的人士（駕駛者須得到車輛擁有人的允許），以及受保車輛內所有非付費乘客。

「機械故障」指任何不能預見及不能防備的機械失靈而引致受保車輛不能行駛或不能安全地行駛。

（六）無索償折扣（「折扣」）

- A. 受保人倘於任何下列的保險期間沒有提出索償，續保時，將可享有以下的保費折扣優惠：

保險期	無索償折扣（於續保時）
一年	20%
連續兩年	30%
連續三年	40%
連續四年	50%
連續五年或以上	60%

- B. 若受保人於獲得 40% 或以下折扣的保險期內提出索償，保單續保時，折扣優惠將被取消。

若受保人於獲得 50% 或 60% 折扣的保險期內提出一宗索償，保單續保時上述的折扣將會分別減至 20% 及 30%，但假如索償多於一宗，折扣優惠將全部被取消。

- C. 為免疑問，倘受保人曾於保險期依據本保單作任何索償，不論受保人或索償人應否為該次所致索償的事故負責，本公司仍得依據上述 B. 段規定取消或減少無索償折扣優惠。

- D. 倘受保人已獲得本公司事先同意，把本保單之利益轉讓給另一人仕，新受保人的無索償折扣將自轉保日開始計算；而原受保人可保留轉保時自己應得的折扣並可於利益轉讓後的十二個月內於任何私家車保單上享有其原有折扣優惠。

- E. 如本保單承保超過一輛私家車，則計算折扣時將如每一輛私家車擁有獨立的保單計算。

（七）對應本保單的支援服務

本保單之緊急支援服務由本公司授權機構代表提供。本公司將不負責賠償因上述之服務所引致的任何費用及後果損失。

（八）一般不保範圍

本公司在本保單之承保範圍內概不負責以下事件之賠償：

- 任何意外損失、毀壞或責任：
 - 於地區範圍以外發生；或
 - 依據受保人的指令或經其准許或在其知情下：
 - 受保車輛並未遵照保單之第四部份「車輛使用限制」予以使用；或
 - 並非由受保司機駕駛或受其指揮的人仕駕駛；
 - 本公司根據本保險單概不負責受保人或受保司機駕駛、正在掌管或控制受保汽車時，因下列情況造成、蒙受或招致的任何意外、損失、毀壞或法律責任：
 - 受保人或受保司機因受酒類或藥物影響，以致沒有能力妥當地控制該汽車，而被裁定有罪；或
 - 受保人或受保司機的呼氣、血液或尿液中的酒精比例超過《道路交通條例》（第 374 章）第 2 條訂明限度的水平（該條例可不時修訂，亦可由另一法例代替）；或
 - 受保人或受保司機在沒有合理辯解的情況下，不按法律規定提供呼氣、血液或尿液樣本，作化驗或分析之用，而被裁定有罪。
- 下列直接或間接的近因或遠因所引起、促成、導致或關聯的任何意外損失、毀壞或責任（車輛保險（第三者風險）條例的規定除外）：
 - 戰爭、外敵入侵或類似戰爭的行為（無論宣戰已否）、內戰、軍事叛變、反政府革命、軍事叛亂或奪權；
 - 罷工、暴亂、暴動；或
 - 扣留、沒收、充公之行動或其有關企圖；
 或因上述所列的任何事件產生的直接或間接後果。
- 任何若非協議規定而原本無需負擔的責任；
- 直接或間接由於核輻射引起任何核燃料或核廢料的燃燒所產生或所引致的輻射或污染而造成、導致或引起的任何財物損失或毀壞或由此造成任何損失、費用或後果損失或任何的責任；此段所指的核燃料燃燒將包括自發性的核子分裂；
- 直接或間接由核子武器材料所導致的任何意外損失、毀壞或責任。
- 恐怖襲擊

本保單不會負責任何直接或間接由任何恐怖襲擊所引致、導致或有關的損失、毀壞、費用或支出，無論該等損毀是否由其他原因或事件同時或經任何時序引致。若保單或任何批單與本條款有違背，將以本條款為準。

本不保條款中恐怖襲擊之定義為任何人士或任何一群人士為自己或代表 / 有關任何組織或政府作出的行為，該行為包括，但不限於，使用暴力或力量及 / 或威脅的成份。

而該行為是出於政治、宗教、思想體系或其他相似的本意或背景，包括任何意圖影響政府或令公眾或部份公眾恐慌的行為。

本保單亦不負責任何直接或間接因控制、防範、壓制或任何與恐怖襲擊有關的行動所引致、導致或有關的損失、毀壞、費用或支出。

凡採取法律行動或訴訟程序推翻本公司載於一般不保範圍 B 段所列的豁免責任的人士，須負責舉證，以證明本公司需負有關的意外損失、毀壞或責任。

(九) 一般條款

- A. 依據本保單規定須作出之任何通知或通訊，均須以書面形式遞交本公司。
- B. 當任何可引致本保單索償責任的事件發生，受保人必須立即把有關的詳細資料通知本公司。受保人在收到任何索償書信、法庭令狀或傳票後，必須立即通知並將有關文件轉交本公司。受保人或任何聲稱受保障人獲悉所有與本保單索償的事件有關而進行的起訴、調查或死因研訊後，必須立即以書面通知本公司。如遇竊或其他刑事罪行，可能引致本保單需要賠償時，受保人必須立即通知警方並與本公司合作，促使犯罪者定罪。
- C. 在未獲得本公司書面同意前，受保人和任何聲稱受保障人仕及其代表不得對索償作出任何接納、提議承諾或支付賠款。本公司有權取代受保人或應受保障人仕的地位並以其名義進行抗辯或解決任何索償，或以受保人或應受保障人仕的名義為本公司的利益提出訴訟追討損失或索償。本公司並有全權進行任何法律行動或解決任何索償案件，而受保人或應受保障人仕須向本公司提供一切所需的資料及協助。
- D. 受保人應採取一切合理步驟以防受保車輛損毀及保持其性能良好，而本公司亦有權隨時檢查受保車輛及其零件及查問駕駛該車輛的司機或僱員。遇有意外及故障時，受保人須採取適當的措施以防止受保車輛進一步受到損毀；若受保車輛於接受維修前繼續行駛，本保單將不負責賠償任何因此發生的進一步損毀。
- E. 本公司有權取消此保單，並將於終止保單前七天發出掛號通知信到受保人的最後所報知地址。本公司會從受保人所繳付的保費中扣除本保單有效期內所應付保費並將此餘款退回受保人。受保人亦可於任何時間內提出七天通知終止此保單（但須在保單有效期間內，沒有任何索償記錄。此外，受保人須把保險憑證在取消保單當日或以前退還本公司），受保人亦有權取回在扣除本保單有效期內所應付的短期保費後之餘款。

短期保費表如下：

保險期不多於	應付保費：
一個月	全年保費之 20%
兩個月	全年保費之 30%
三個月	全年保費之 40%
四個月	全年保費之 50%
五個月	全年保費之 60%
六個月	全年保費之 70%
八個月	全年保費之 80%
八個月或以上	全年保費

- F. 如遇事需索償時，有任何其他保單保障同一損失，毀壞或責任，本公司將不會償付多於按比例其應償付的賠償金額。本一般條款 F 段不應與第二部份保險的不保範圍 A.2. 分段給予本公司的不保責任有所抵觸，也不應增加本公司的責任。
- G. 倘對本保單有異議，可根據仲裁法例以仲裁解決（香港法例第 609 章《仲裁條例》）。若雙方不能就仲裁人或公斷人的選擇達成協議，則須提交香港國際仲裁中心的現任主席就此案作出裁決。這裡明確訂明，就本保單提出法律訴訟前，雙方必須先獲得一個仲裁決定。若本公司拒絕受保人的索償，而受保人在其要求被拒絕後十二個月內不將有關索償按照此處的規定進行仲裁訴訟，索償人將被視為已放棄該索償。
- H. 本保單只受香港特別行政區法律管轄，並根據香港特別行政區法律詮釋。
- I. 制裁條款
倘保險公司提供保障、支付索償或提供利益會令保險公司受到任何相關司法管轄地區的任何制裁、禁止或限制，則保險公司不得被視作或當作提供有關保障，並且保險公司無責任支付任何本保單下的索償或提供任何利益。
- J. 第三方權利
除此保險合同明確賦予權益外，任何非合同一方的個人，公司或機構（第三方）在香港法例第 623 章《合約（第三者權利）條例》下對本合同均沒有任何權利可以執行任何義務或接受任何利益或補償。本合同的任何變更或終止（包括任何法律責任的解除或妥協）不需要任何第三方的同意。

如不幸遇上意外事故，請緊遵下列各提示：

請立即：

- 記下所有有關司機的資料，包括其姓名、地址等。
- 記下有關車輛的車牌號碼及型號。
- 向有關司機索取其所投保的保險公司名稱及保單號碼。
- 記下其他在場證人的姓名及地址，另畫下意外事故現場的草圖。
- 如意外因對方之錯誤所造成，請報警備案。
- 無論索償與否，請盡快與本公司聯絡。可先以電話聯絡，再以書面核實。
- 如需要拖車服務，可致電本公司的 **24 小時支援熱線 2796 2808 以作安排。**
- 在辦公時間內（星期一至五早上九時至下午十二時四十五分；下午二時至五時三十分）致電本公司之**保險索償熱線 2968 3221**，索取索償表格或從本公司網址 www.awac.com/asiapacretail 上下載索償表格。將之填妥後，連同維修估價單，一同交回本公司。請注意以下事項：
 1. 本公司可能委託一獨立工程師檢查損毀情況及與維修公司協議合理的費用。
 2. 如無獨立的損毀報告，可能在向第三者要求賠償時造成障礙。
 3. 如本公司決定以新零件取替舊零件例如換替一枚兩年的電池或已磨損的輪胎，受保人需要負責部份費用。
 4. 如受保車輛不能在合理費用下修理，本公司會將該車輛報銷。但本保單的賠償將為該車輛於事發時之合理市值，而這價值有可能低於受保人對受保車輛的估計價值。因此，投保額不宜過高。

如受保人正追討第三者作出賠償，而本保單並不承保受保人之車輛的損毀時：

- 請以書面通知該第三者，受保人追討的意願。
- 說明受保人認為該第三者有責任賠償，並要求他就此事件通知其保險公司。
- 如受保人有該第三者的保險公司名稱及保單號碼等資料，可直接聯絡該保險公司以申明索償意願。
- 把損毀報告盡快交予該公司。

請不要：

- 跟對方商討對該事故之責任問題。
- 承認責任。
- 嘗試或企圖跟對方達成賠償或相關的協議。

索償對無索償折扣的影響：

- 若受保人的索償賠款不超於港幣 80,000 元或受保車輛於承保表上列明估計價值之 20% 時，受保人可繼續享有其無索償折扣。
- 如第三者須為事故負責，本公司當嘗試追討並要求對方支付本公司所付的賠款，並包括受保人已付之自付額。
- 然而，此類追討常因當事人搬遷、資料錯誤、對方沒有投保或其他原因而使索償不能成功。
- 如賠款能全數討回，受保人的無索償折扣便能得以復原。

然而：

1. 如賠款有限，受保人可決定不予索償。受保人可自付所需維修費用及直接與第三者交涉。
2. 若涉及第三者身體傷亡或其他車輛損毀，本公司有可能仍需支付有關賠償。因此在第三者索償過案未完成前，受保人的無索償折扣仍可能被撤回。

個人資料資訊收集聲明 (PICS)

收集目的

Allied World Assurance Company, Ltd 世聯保險有限公司 (香港分行) (與 Allied World Assurance Company Holdings, Ltd 的其他子公司統稱「Allied World 世聯」) 為營運其保險業務之目的可能會收集和使用閣下的個人資料，包括：

以便本公司為閣下提供保險產品及服務並予以管理，包括考慮及處理閣下的保險申請；更改、取消或更新閣下的保險；應對及/或處理閣下保單的索賠，包括賠償及作出必要的調查；完成法律或法規要求或 Allied World 世聯實施的盡職審查和背景調查；回應閣下的查詢以及管理閣下的保單，包括與閣下通訊；調查與閣下保單相關的詐欺、不當行為或任何非法行為或不作為；以便本公司能遵守法律上的要求；用於研究和統計目的；用於營銷 (包括在法律允許的情況下直接促銷) 本公司提供的其他服務；及/或與上述直接有關的任何目的。

一般而言，向 Allied World 世聯提供個人資料屬自願性質。雖然如此，如閣下未能提供足夠資料，Allied World 世聯可能無法為閣下提供所需的保險服務。

潛在資料轉移

Allied World 世聯會確保持有的個人資料保密，但本公司可能會基於上述目的將閣下的個人資料轉移予：

其他保險公司；再保公司；中介機構；保險業組織、聯會或類似組織；關連公司；本公司的顧問、服務提供者和代理人；本公司以外的索賠資料收集者及核查人員；閣下於已設有保險計劃購買保單時的各方；參與索賠調查以及管理的各方；政府和法定機構；及/或任何相關的法律或規則要求或允許的人士。以上各項適用於香港特別行政區境內及境外。

市場推廣

閣下貴為 Allied World 世聯的尊貴客戶，本公司及其集團公司可能會透過閣下為直接促銷所提供的個人資料 (包括姓名及聯絡資料)，向閣下推廣本公司及其集團公司的一般保險產品、服務或優惠，以及為閣下提供該等產品、服務或優惠的市場推廣資料和最新消息。

若閣下已於投保書上選擇拒絕本公司利用閣下的個人資料進行直接促銷並表示不願接收任何市場推廣資料和最新消息，Allied World 世聯將不會使用閣下的個人資料作直接推廣用途。閣下亦可隨時透過下述聯絡方式通知本公司的合規主任並行使其選擇權拒絕本公司利用閣下的個人資料進行直接促銷。

查閱個人資料要求及更改個人資料

在符合適用法律的情況下，閣下有權要求查閱及更改 Allied World 世聯所持有任何有關閣下的個人資料。有關申請可循下列途徑向本公司的合規主任提出：郵寄至香港鰂魚涌太古坊華蘭路 18 號港島東中心 22 樓 2201 室，或傳真至+852 2968 5111，或電郵至 hkcompliance@awac.com。