Blue Cross 藍十字
An AIA Company 友邦保險成員公司

SmartPro Drive Insurance
智駕樂

Terms and Conditions
條款及細則

Please read these terms and conditions carefully.
Should you have any queries, please contact us for assistance.

請詳細閱讀此條款及細則。如有任何查詢，請與我們聯繫。

Blue Cross (Asia-Pacific) Insurance Limited is a subsidiary of AIA Group Limited. It is not affiliated with or related in any way to Blue Cross and Blue Shield Association or any of its affiliates or licensees.

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Blue Cross (Asia-Pacific) Insurance Limited 藍十字（亞太）保險有限公司
www.bluecross.com.hk

TERMS AND CONDITIONS FOR SMARTPRO DRIVE INSURANCE

(1) INSURING CLAUSE

The Insured and the Company agree:

(a) the Proposal and Declaration is incorporated in and is the basis of this insurance contract;

(b) the Insured will pay the Premium specified in the Policy Schedule;

(c) the Company will provide the insurance subject to the terms and conditions of this Policy in respect of any Event occurring during the Period of Insurance specified in the Policy Schedule; and

(d) the following shall be conditions precedent to any liability of the Company:

  (i) observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any other person claiming to be indemnified; and

  (ii) the truth of the Proposal and Declaration.

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

(2) DEFINITIONS

The definitions below apply to the following words and phrases wherever they appear in this Policy unless the context otherwise requires:

(a) **"The Company"** shall mean Blue Cross (Asia-Pacific) Insurance Limited.

(b) **"Event"** shall mean any one event or series of events arising out of one common cause or source in connection with the Motor Car.

(c) **"Geographical Area"** shall mean the territories of the Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the Motor Car by sea including incidental loading or unloading.

(d) "**The Insured"** shall mean the person specified as such in the Policy Schedule.

(e) "**Insured Driver**" means the Insured or any other person who is driving on the Insured's order or with his permission provided that the Insured or the person driving holds a licence to drive the Motor Car or has held and is not disqualified from holding or obtaining such a licence. The term "licence" means a licence or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.

(f) **"Table of Benefits"** shall mean a table of benefits incorporated in the Policy Schedule, which sets out the policy limits of liability or policy limits of indemnity of the covered benefit items that shall be payable under this Policy.

(g) **"The Motor Car"** means the motor car specified in the Policy Schedule.

(h) **"The Policy"** means this SmartPro Drive Insurance underwritten and issued by the Company and refers to the entire contract between the Insured and the Company, including but not limited to these terms and conditions, the Policy Schedule, the Proposal and Declaration and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.

(i) **"The Proposal and Declaration"** means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.

(j) **"Theft"** and **"Robbery"** means the same as the definitions provided in the Theft Ordinance (Cap 210, the Laws of Hong Kong) in force from time to time, or such other subsequent legislation, if any, replacing the same.

(k) **"M.I.B"** means the Motor Insurers' Bureau of the Hong Kong Special Administrative Region.

(l) **"Named Driver"** means any person named in the Policy Schedule under "Named Driver".

(m) **"Personal Effects"** means the personal belongings which the Insured normally carry or wear, but shall exclude money (official currency, coins or notes issued by a government or national bank), monetary instruments, documents, negotiable instruments and payment cards and jewellery.

(n) **"Policy Schedule"** means the pages attached to this Policy specifying the terms and details of this insurance contract.

(o) In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

(3) OPERATIVE INSURANCE COVER

(a) Where the "Operative Insurance Cover" in the Policy Schedule is stated to be "Comprehensive", Sections (I), (II), (III) and paragraph 19 of this Policy are operative.

(b) Where the "Operative Insurance Cover" in the Policy Schedule is stated to be "Third Party Legal Liabilities", only Section (II) and the designated hotline service under sub-paragraphs 19.5.1-19.5.4 and 19.7 of paragraph 19 of this Policy are operative.

(4) LIMITATIONS AS TO THE USE OF THE MOTOR CAR

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

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

(5) SECTION (I) INSURANCE – AGAINST LOSS OF OR DAMAGE TO THE MOTOR CAR

(a) The Company will indemnify the Insured against loss of or damage to the Motor Car and/or its accessories and/or its spare parts whilst thereon. The Company may, at its option, repair, reinstate or replace the Motor Car and/or its accessories and/or its spare parts or pay in cash the amount of such loss or damage.

The Company's indemnity pursuant to this paragraph 5(a) is limited to:

  (i) the reasonable market value of the Motor Car at the time of its loss or damage; or

(ii) the estimated value of the Motor Car (including accessories and spare parts thereon) as specified as the sum insured in the Policy Schedule; whichever is lesser.

(b) If the Motor Car is disabled by reason of loss or damage insured by this Policy, the Company will additionally pay for the reasonable cost of:

(i) removal of the Motor Car to the nearest repairer; and

(ii) redelivery after repair to the Insured's address within the Geographical Area where the loss or damage was sustained;

provided that the amount recoverable hereunder shall not exceed 20% of the agreed cost of repairs to the Motor Car.

(c) In the event of loss of or damage to the Motor Car and/ or its accessories and/or its spare parts necessitating the supply of a part not obtainable from stock held in the Geographical Area in which the Motor Car is held for repair, or in the event of the Company exercising the option to pay in cash the amount of the loss or damage, the liability of the Company in respect of any such part will be limited to the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Geographical Area in which the Motor Car is held for repair or, if no such catalogue or price list exists, (i) the price last obtainable at the manufacturer's works; (ii) the reasonable cost of transport otherwise than by air to the Geographical Area in which the Motor Car is held for repair; (iii) the amount of the relative import duty; and (iv) the reasonable cost of fitting such part.

(6) SPECIAL CONDITIONS APPLICABLE TO SECTION (I) INSURANCE

(a) If at the Insured's request a Hire Purchase Owner has been specified in the Policy Schedule or in a Memorandum endorsed hereon, any payment in cash by the Company in respect of loss of or damage to the Motor Car shall be made to the Hire Purchase Owner so specified whose receipt shall be a full and final discharge of all liability of the Company in respect of such loss or damage.

(b) The Insured may authorise the repair of the Motor Car necessitated by damage for which the Company may be liable under this Policy provided that:

(i) the estimated cost of such repair does not exceed the amount specified in the Table of Benefits as the "Authorised Repair Limit";

(ii) the Company is furnished forthwith with a detailed estimate of the repair cost; and

(iii) the Insured shall give the Company every assistance to see that such repair is necessary and the charge is reasonable.

(c) Where repair cost to the Motor Car is the subject of a claim under Section (I), the Company shall have a right of veto concerning a proposed place of repair or repair firm. The Company shall have the right to exercise its authority to appoint a motor repairer for the repair of the Motor Car if the fee estimate of the repair costs submitted by the Insured's appointed motor repairer appear unreasonable.

(7) SPECIAL EXCEPTIONS TO SECTION (I) INSURANCE

The Company will not be liable in respect of:

(a) consequential loss;

(b) depreciation wear and tear mechanical or electrical breakdown failure or breakage;

(c) damage to tyres unless damage is caused to other parts of the Motor Car at the same time; and

(d) any claims excesses applicable to Section (I).

(8) CLAIMS EXCESSES APPLICABLE TO SECTION (I) INSURANCE

(a) In respect of any Event giving rise to a claim (other than an Event of theft or attempted theft), the Company will not be liable for the first amount of such expenditure for such claim made under Section (I) of the Policy specified in the Policy Schedule as "Own Damage Excess".

(b) The first amount of any expenditure for such claim made under Section (I) of the Policy for which the Company is not liable pursuant to paragraph 8(a) will be increased if at the time of the occurrence of the Event giving rise to the claim:

(i) the Motor Car is being driven by a person other than a "Named Driver" specified in the Policy Schedule, by an additional amount by way of the "Unnamed Driver Excess" specified in the Policy Schedule;

(ii) the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" specified in the Policy Schedule;

(iii) the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperience Driver Excess" specified in the Policy Schedule;

(iv) The Motor Car is parked, by an additional amount by way of the "Parking Damage Excess" specified in the Policy Schedule.

(c) In respect of any claim arising out of theft or attempted theft of the Motor Car, the Company will not be liable for the first amount of such expenditure for each claim made under Section (I) of the Policy specified in the Policy Schedule as the "Theft Loss Excess".

(d) In the event of a claim under Section (I):

(i) if paragraph 8(c) is applicable, then paragraphs 8(a) and 8(b) will not be applicable;

(ii) if paragraph 8(a) and any or more of sub-paragraphs 8(b)(i), 8(b)(ii), 8(b)(iii), 8(b)(iv) are applicable, the first amount of such expenditure for which the Company is not liable will be calculated cumulatively;

(iii) if the expenditure incurred by the Company shall include any amount for which the Company is not liable pursuant to paragraphs 8(a), 8(b) or 8(c), the Insured shall forthwith repay such amount to the Company.

(e) The provisions of paragraphs 8(a) and 8(b) shall not apply to loss of or damage to the Motor Car caused by fire self-ignition lightning or explosion which arises independently and not out of any preceding accident involving the Motor Car.

(9) SECTION (II) INSURANCE – AGAINST THIRD PARTY LEGAL LIABILITIES

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

(i) death of or bodily injury to any person; and/or

(ii) damage to property;

where such death or bodily injury or property damage arises out of an accident caused by or in connection with the Motor Car including the loading or unloading of goods onto or from the Motor Car and within the limits of any carriageway or thoroughfare, the bringing of goods to the Motor Car for loading thereon, or the taking away of goods from the Motor Car after unloading therefrom.

(10) LIABILITY APPLICABLE TO SECTION (II) INSURANCE

(a) The Company's indemnity to the Insured and/or any other person claiming to be indemnified under Section (II) including claimant's costs and expenses and other costs and expenses incurred by or on behalf of the Insured and/or such other person with the Company's written consent arising out of any Event is limited to:

(i) in respect of death of or bodily injury to any person pursuant to sub-paragraph 9(a)(i), the amount specified in the Table of Benefits as Policy Liability Limit "Third Party Death Or Bodily Injury"; and

(ii) in respect of damage to property pursuant to sub-paragraph 9(a)(ii), the amount specified in the Table of Benefits as Policy Liability Limit "Third Party Property Damage".

Where this Policy insures more than one Motor Car, the limitations of the Company's indemnity will nevertheless apply irrespective of the number of insured Motor Cars that may be involved in the same Event.

(b) If the occurrence of any Event results in indemnity to more than one person, the limitations of the Company's indemnity specified in paragraph 10(a) will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the Insured.

(c) At any time after the happening of any Event giving rise to a claim or a series of claims under Section (II), the Company may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Company's liability specified in paragraph 10(a) (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled, and the Company shall relinquish the conduct of any defence, settlement, or proceedings, and shall not then be responsible for damages payable to the claimant and claimant's costs or for any damages alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence, settlement, or proceedings or of the Company relinquishing such conduct, nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by such person or by any claimant or other person after the Company shall have relinquished such conduct.

(11) SPECIAL CONDITIONS APPLICABLE TO SECTION (II) INSURANCE

(a) In the event of the death of any person entitled to indemnity under Section (II), the Company will in respect of the liability incurred by such person, indemnify his legal personal representative in terms of and subject to the limitations of this Policy which apply to such person.

(b) The Company may at its own option and expense:

(i) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under Section (II); and/ or

(ii) undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any Event which may be the subject of indemnity under Section (II).

(12) SPECIAL EXCEPTIONS APPLICABLE TO SECTION (II) INSURANCE

The Company will not be liable:

(a) to indemnify any person claiming to be indemnified:

(i) unless such person shall observe, fulfil and be subject to the terms and conditions of this Policy insofar as they apply; or

(ii) if such person is entitled to indemnity under any other insurance policy;

(b) in respect of death or bodily injury to any person arising out of and in the course of such person's employment by:

(i) any person (including the Insured) claiming to be indemnified under Section (II); or

(ii) the employer of any person (including the Insured's) claiming to be indemnified under Section (II);

(c) in respect of damage to property belonging to or held in trust by or in the custody or control of:

(i) any person (including the Insured) claiming to be indemnified under Section (II); or

(ii) a member of the same household of any person (including the Insured's) claiming to be indemnified under Section (II);

(d) in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong Special Administrative Region;

(e) any claims excesses applicable to Section (II).

(13) CLAIMS EXCESSES APPLICABLE TO SECTION (II) INSURANCE

(a) In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, the Company will not be liable for the first amount of such claim specified in the Policy Schedule as "Third Party Property Damage Excess".

(b) The first amount of any claim for which the Company is not liable pursuant to paragraph 13(a) shall be increased if at the time of the occurrence of the Event giving rise to the claim:

(i) the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess applicable to Third Party Property Damage" specified in the Policy Schedule;

(ii) the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperience Driver Excess applicable to Third Party Property Damage" specified in the Policy Schedule.

(c) If the expenditure incurred by the Company resulting from a claim includes the amount for which the Company is not liable pursuant to paragraph 13(a), the Insured shall forthwith repay such amount to the Company.

(14) AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by the laws of the Geographical Area or by virtue of any agreement between the Company and the MIB to pay an amount for which the Company would not otherwise be liable under this Policy, the Insured and any other person on whose account the payment is made shall forthwith repay such amount to the Company.

(15) SECTION (III) INSURANCE – INDEMNITY OF MEDICAL EXPENSES

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

(16) NO CLAIM DISCOUNT ("THE DISCOUNT")

(a) In the event of no claim being made or arising under this Policy during any of the periods of insurance specified below, the next renewal premium shall be reduced by the Discount specified hereunder:

Period(s) of Insurance	The Discount (On Renewal Premium)
One year	20%
2 consecutive years	30%
3 consecutive years	40%
4 consecutive years	50%
5 or more consecutive years	60%

(b) If (i) a claim has been made or has arisen under this Policy during a Period of Insurance; and (ii) the Discount applied during that Period of Insurance is 40% or less, no Discount shall be applied on the renewal of the Policy for the immediately succeeding Period of Insurance.

If (i) a single claim has been made or has arisen under this Policy during a Period of Insurance; and (ii) the Discount applied during that Period of Insurance is 50% or 60%, the Discount which shall be applied on the renewal of the Policy for the immediately succeeding Period of Insurance shall be reduced to 20% and 30% respectively.

If more than one claim has been made or has arisen under this Policy during a Period of Insurance, regardless of the Discount applied during that Period of Insurance, no discount shall be applied on the renewal of the Policy for the immediately succeeding Period of Insurance.

(c) For the avoidance of doubt, any claim made under any part of this Policy during a Period of Insurance shall result in cancellation or reduction of the Discount pursuant to paragraph 16(b) notwithstanding any assertion or allegation that the Insured and/or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the Event resulting in the claim under this Policy.

(d) In the event of a transfer of interest in the Policy with the Company's prior written consent from one Insured to another, the claim-free period for the Discount shall, so far as the new Insured is concerned, commence afresh with effect from the date of transfer. The original Insured shall retain his right to the Discount earned up to the date of transfer which right shall be applicable to any other motor insurance policy underwritten by the Company and taken out by the original Insured on any one private motor car within 12 months of the date of transfer.

(e) If more than one Motor Car is insured under this Policy, the Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Car.

(17) GENERAL EXCEPTIONS

(a) The Company will not be liable under this Policy in respect of any accident, loss, damage or liability caused sustained or incurred:

(i) outside the Geographical Area;

(ii) whilst on the Insured's order or with his permission or to his knowledge the Motor Car in respect of which indemnity is provided by this Policy is being used otherwise than in accordance with the "Limitations As To Use Of The Motor Car", or being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;

(b) The Company will not be liable under this Policy in respect of any accident, loss, damage or liability, except insofar as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance (Cap. 272 of the Laws of Hong Kong), directly or indirectly, proximately or remotely occasioned by, contributed to or by or traceable to or arising out of or in connection with:

(i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power;

(ii) strike, riot, civil commotion; or

(iii) detention, seizure, confiscation or any attempt threat;

or by any direct or indirect consequences of any of the said occurrences;

(c) The Company will not be liable under this Policy in respect of any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;

(d) The Company will not be liable under this Policy in respect of 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, contributed to or by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this paragraph 17(d), combustion shall include any self-sustaining process of nuclear fission; and

(e) The Company will not be liable under this Policy in respect of any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

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

(f) Electronic Data Recognition Exclusion (EDRE)

The Company will not be liable under this Policy in respect of any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

(i) The calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change including leap year calculations, by any computer system, hardware programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non- computer equipment, whether the property of the Insured or not; or

(ii) Any change, alteration, or modification involving the date change to the year 2000, or any other date change including leap year calculations, to any such computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment, or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost claim or expense.

(g) Driving Under the Influence of Drinks or Drugs Exclusion

This Company will not be liable under this Policy in respect of any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being driven by, or is in the charge of, or is under the control of the Insured or Insured Driver:

(i) who is convicted of an offence for being under the influence of drinks or drugs to such an extent as to be incapable of having proper control of the Motor Car; or

(ii) when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap. 374) as may be amended from time to time or any legislation which replaces the same; or

(iii) who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, blood or urine for testing or analysis as required by law.

(h) 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 expenses 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 to the loss:

(i) 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

(ii) any act of terrorism.

For the purpose of this paragraph, 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 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 and/or (ii) above.

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

In the event any portion of this paragraph is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(i) Terrorism Exclusion Clause for Contamination and Explosive

This Company will not be liable under this Policy in respect of any loss, damage, cost or expenses directly or indirectly arising out of:

(i) biological or chemical contamination; or

(ii) missiles, bombs, grenades, explosives due to any act of terrorism.

For the purposes of the paragraph, an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, 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 purposes of this paragraph, "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

(j) Toxic Mold Exclusion

This Policy does not insure loss or damage by mold, moss, mildew, fungi, spores, bacterial infestation or any similar organism and wet or dry rot, whether directly or indirectly the result of a covered peril. This includes, but is not limit to, the cost for investigation, testing, remediation services, extra expense or business interruption. Such loss is excluded regardless of any other cause or event that continues concurrently or in any sequence to the loss. If loss otherwise covered by this Policy occurs and the cost of removal of debris is increased due to the presence of mold,

moss, fungi, bacterial infestation, wet or dry rot and extremes of humidity, the Company will only be liable for the costs of debris removal which would have been incurred had no such factors been present in, on or about the covered property to be removed.

(k) Total Asbestos Exclusion Clause

It is hereby understood and agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos in whatever form or quantity.

(l) Industries, Seepage, Pollution and Contamination Exclusion Clause

This Policy does not cover any liability for:

(i) Personal injury or bodily injury or loss of, damage to or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply in liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property, or loss of use of such properly damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Policy.

(ii) The cost of removing, nullifying or cleaning-up seepage, polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Policy.

(iii) Fines, penalties, punitive or exemplary damages. This clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this clause not been attached.

(m) Rights of Third Parties Exclusion Clause

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.

(n) Sanctions Limitation and Exclusion Clause

It is hereby declared and agreed that notwithstanding anything to the contrary in this Policy:

(1) The Company may, on such notice in writing as the Company may decide, terminate this Policy at any time, whether with effect from inception of this Policy or otherwise, in circumstances where the Policyholder, the Insured or any person or entity connected with this Policy have exposed or may, in the Company's opinion, expose the Company to the risk of being or becoming subject to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations. The Company shall not thereafter be required to transact any business with the Policyholder and/or the Insured and/or any person or entity connected with this Policy, including but not limited to making or receiving any payments under this Policy.

(2) Without prejudice to paragraph (1) above, this Policy shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any, or any risk of, sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company, or any other applicable economic or trade sanction laws or regulations.

(o) Communicable Disease Exclusion – Only applicable to Section (I):

(i) Notwithstanding any provision to the contrary within this Policy, this Policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

(ii) For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

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

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

(p) Cyber Exclusion Clause:

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any:

(i) Cyber Loss;

(ii) loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

If the Company alleges that by reason of this exclusion, any loss, damage, liability, claim, cost

or expense sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Definitions

1. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
2. Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
3. Cyber Incident means:
   3.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System, or
   3.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
4. Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
5. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

(18) GENERAL CONDITIONS

(a) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

(b) The Insured shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss, and if the Motor Car is 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.

(c) (i) The Company may cancel this Policy by giving seven (7) days' written notice by registered letter to the Insured at his last known address, and in such event, will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force, or, subject to sub-paragraph 18(g), the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to a return of premium less the premium calculated at the Company's short period rates stated herein below for the period the Policy has been in force.

(ii) Short Period Rates

The following rate scale shall apply to a policy issued or renewed for less than one year and shall also be used in calculating the premium to be returned upon Policy cancellation (at the request of the Insured) where such Policy is not replaced within one year from date of cancellation, subject to a minimum and non-refundable premium of HK$500 and M.I.B Surcharge and Levy per policy unless stated otherwise in the Policy Schedule.

Short Period Rate Table

Period of Insurance In force		Premium to be charged*	
Not exceeding	1 month	20%	of annual premium
	2 months	30%	
	3 months	40%	
	4 months	50%	
	5 months	60%	
	6 months	70%	
	7 or 8 months	80%	
over 8 months		Full annual premium	

* The amount of premium to be charged is subject to the minimum premium per policy as stipulated in the Policy Schedule

(d) If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, damage, compensation, costs or expenses, provided always that nothing in this paragraph 18(d) shall impose on the Company any liability from which, but for this sub-paragraph 18(d), it would have been relieved of pursuant to sub-paragraph 12(a)(ii).

(e) All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance (Cap. 609 of the Laws of Hong Kong). 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 the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

(f) This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

(g) Supplementary Cancellation Clause

(i) For cancellation of the Policy, the original Policy and Certificate of Insurance should be returned to the Company within 7 days from the proposed date of cancellation. Otherwise, the effective date of cancellation will count from the date of receipt of the original Policy and Certificate of Insurance.

(ii) The Company may exercise a right under sub-paragraph 18(c) of General conditions of this Policy to cancel the Policy in case:-

1. The Company has a reason to believe that the Motor Car is being driven by a person who is under 25 years of age or a person who has not held a valid driving licence for a period of 2 years or more; or
2. Any Named Driver commits reckless or careless driving or similar offence.

(h) NCD Transference Arrangement Clause

The Company will follow the following arrangements in respect of NCD:

(i) No NCD would be given to the Insured upon renewal of the Policy for the immediately succeeding Period of Insurance if NCD had been cancelled or transferred out during the Policy period.

(ii) The increment of NCD upon renewal of the Policy should be based on the NCD on the effective date of this Policy. No increment of NCD would be given upon coming renewal of the Policy if NCD had been added during Policy period.

(iii) The Company is not responsible for responding to NCD checking requests from other insurance companies. The Insured should bear any additional expense due to this non-response of NCD checking request, including but not limited to the handling fee of additional cover note for extension.

(iv) The Company will not allow more than one NCD to be applied to a Policy at a time. The newly checked NCD will override the existing NCD, and this existing NCD will be erased and it will not be stored for any future checking enquiry.

(i) Change of Cover or Insured

Change of the Insured or policy type such as change of cover from a "Third Party Legal Liabilities" policy to a "Comprehensive" policy and vice versa under this Policy without the Company's prior written consent is not allowed.

(j) Vehicle Modification Warranty

In no way shall the Motor Car be modified illegally. If the Motor Car is modified illegally in any way other than the original specification of that vehicle, this Policy shall be null and void.

(19) FREE ADDITIONAL BENEFITS

This paragraph is operative for "Comprehensive" cover only. For "Third Party Legal Liabilities" cover, the Insured will only be entitled to the designated hotline services under "**24-Hour Emergency Roadside Assistance Service**" stated under sub-paragraph 19.5.1, 19.5.2, 19.5.3, 19.5.4 and 19.7 under this paragraph (19).

19.1 **Personal Accident to the Named Driver**

Subject to the terms and conditions of the Policy, the Company will pay compensation according to the amount provided below for bodily injury as hereinafter defined sustained by the Named Driver specified in the Policy who is driving the Motor Car during the time of accident, and caused by violent, accidental, external and visible means which independently of any other causes (excluding medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:-

		Amount of compensation
1	Death	HK$200,000
2	Total and irrecoverable loss of all sight in both eyes	HK$200,000
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	HK$200,000
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	HK$200,000
5	Total and irrecoverable loss of all sight in one eye	HK$100,000
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	HK$100,000

Provided always that:

1. Compensation shall be payable under only one item of items 1 to 6 above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in aggregate exceed the sum of HK$200,000 during any one Period of Insurance in respect of any such person;
2. The Named Driver is not under 25 nor more than 69 years of age at the time of the accidental bodily injury;
3. No compensation shall be payable in respect of bodily injury directly or indirectly, wholly or in part arising or resulting from:
   a. intentional self-injury suicide (whether felonious or not) or attempted suicide, physical defect or infirmity or
   b. an accident happening whilst such person is under the influence of intoxicating liquor or drugs;
4. Such compensation shall be payable directly to such injured Named Driver or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such Named Driver; and
5. The use of Motor Car is within the limitations of "LIMITATIONS AS TO USE OF THE MOTOR CAR".

19.2 **No Claim Discount (NCD) Protector**

Notwithstanding the provisions of paragraph 16 of the Policy, the Insured can maintain the Insured's existing No Claims Discount (NCD) at renewal even if the Insured makes a claim within a Period of Insurance provided that:

(a) After the application of the relevant excess, the total claim amount does not exceed HK$75,000 or 20% of the sum insured (whichever is lesser); and

(b) No third party bodily injury is involved in the claims.

19.3 **New for Old Replacement Vehicle**

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

i. the Insured is the first registered owner of the Motor Car (Number of Previous Owner shown on Vehicle Registration Document must be 0);
ii. the total loss occurs within the first twelve months of the first registration of the Motor Car with the Transport Department of Hong Kong;
iii. the first registration of the Motor Car with the Transport Department must be made within twelve months from the date of manufacture thereof;
iv. the make and model of the Motor Car is available in Hong Kong;
v. the modifications, if any, are deducted;
vi. the costs of additional accessories and equipment (other than the costs of optional accessories and equipment installed by the Motor Car manufacturer and the value of which is insured) are excluded;
vii. the net purchase price of the replacement car does not exceed the insured value of the Motor Car; and
viii. written consent of the Company must be obtained before such replacement.

However, when the Insured chooses not to accept the replacement car or the replacement car is not available, the Company will pay the Insured in accordance with the terms and conditions of the Policy as if this extra benefits paragraph does not apply.

For the avoidance of doubt, notwithstanding anything to the contrary in this Policy, the Company has an absolute discretion in determining whether or not to replace the Motor Car with the same make and model.

19.4 **Windscreen Excess Waiver Benefit**

In respect of isolated breakage of any glass in the windscreen or the windows of the Motor Car by accident where the repair cost thereof does not exceed HK$5,000, the Company will pay for the costs of repair or replacement of such broken glass and waive any policy excess, provided that the repair or replacement must be done by a motor vehicle "Windscreen" repairer designated by the Company specified herein below:

Designated Motor Vehicle "Windscreen" Repairers are shown below:

(a) Japan Automobile Glass Company Limited

(b) Xinyi Automobile Glass Company Limited

(c) Hip On Auto Glass Company Limited

This benefit will be offered only once during each of the Period of Insurance, unless prior written consent from the Company is obtained. No premium refund for the Policy pursuant to paragraph 18 will be made by the Company during the Period of Insurance once this benefit has been consumed.

It is further agreed that any claim made under this benefit will not be, for the purpose of applying the No Claims Discount protector under sub-paragraph 19.2, taken into account in the calculation of total claims incurred in any one Period of Insurance. For the avoidance of doubt, the Insured's consummation of this benefit shall not, per se, affect the clean NCD status of the Insured if required to be disclosed by other insurance companies.

19.5 **24-Hour Emergency Roadside Assistance Services**

The services covered under sub-paragraph 19.5 are provided by a service provider appointed by the Company (the "**24-Hour Emergency Roadside Assistance Service Centre**"). Should the Insured wish to use the services in the 24-Hour Emergency Roadside Assistance Services, the Insured may directly make a call to the **24-Hour Emergency Roadside Assistance hotline on 2263 7533, quoting the policy number**. The Service applies within the territory of Hong Kong only but restricted areas with a vehicle entry permit required are excluded from coverage.

19.5.1 24-Hour Emergency Roadside Repair Service

If the Motor Car is immobilized or unfit to be driven due to an accident or mechanical breakdown (excluding the defeat of the anti-theft system of the Motor Car), the 24-Hour Emergency Roadside Assistance Service Centre can at the request of the Insured or Insured Driver arrange and pay up to a maximum of HK$2,000 for each and every case of the emergency roadside repair service, excluding the costs of any parts, accessories or fuel of the Motor Car. In no circumstance shall the Motor Car be left unattended prior to the arrival of the habilitated engineer. This benefit will not be provided in the event the immobilized Motor Car is placed in a car park or the area of a housing estate.

In the event of adverse road safety or weather conditions beyond reasonable control of the 24-Hour Emergency Roadside Assistance Service Centre, the 24-Hour Emergency Roadside Assistance Service Centre reserves the right to suspend all services to be provided under this benefit until such adverse road safety or weather condition is reasonably cleared.

19.5.2 24-Hour Emergency Towing Service

If the Motor Car is immobilized or unfit to be driven due to an accident or mechanical breakdown (excluding the

defeat of the anti-theft system of the Motor Car) and the Motor Car's condition is beyond any roadside repair, the 24-Hour Emergency Roadside Assistance Service Centre can arrange and pay up to a maximum of HK$2,000 for each and every case of towing the Motor Car to the nearest repairer or a repairer nominated by the Insured (or Insured Driver) or to the Insured (or Insured Driver)'s place of residence.

In the event of adverse road safety or weather conditions beyond reasonable control of the 24-Hour Emergency Roadside Assistance Service Centre, the 24-Hour Emergency Roadside Assistance Service Centre reserves the right to suspend all services to be provided under this benefit until such adverse road safety or weather condition is reasonably cleared.

19.5.3 24-Hour Claims Advice

The Insured or the Insured Driver may call the 24-Hour Emergency Roadside Assistance Service Centre to enquire on the claim procedures of the Company.

19.5.4 24-Hour General Advice

General information relating to vehicle licensing requirements and traffic regulations are available to the Insured by calling the 24-Hour Emergency Roadside Assistance Service Centre. The Company and the 24-Hour Emergency Roadside Assistance Service Centre shall not be held liable for any information or advice thereof given or for any loss or damage resulting therefrom.

19.5.5 Alternate Vehicle

In the event that the Motor Car is:

(a) Immobilized due to an accident (other than mechanical breakdown), which requires a repair at a garage/ workshop exceeding forty-eight hours from the accident; or

(b) Discovered stolen and is not found within forty-eight (48) hours after such discovery, the 24-Hour Emergency Roadside Assistance Service Centre shall arrange and the Company shall pay for the supply of an alternate vehicle of similar make and model through an independent car rental contractor nominated by the Company provided that:

- The make and model of the alternate vehicle is at the discretion of the 24-Hour Emergency Roadside Assistance Service Centre and may not be identical to the Motor Car;
- The 24-Hour Emergency Roadside Assistance Service Centre and the Company are not responsible for the delivery of the alternate vehicle to the Insured or to the Insured's authorized representative;
- Only the Insured or the Named Driver specified in the Policy Schedule can be registered as the driver of the alternate vehicle;
- In the event of the Motor Car being stolen, the Police Statement confirming the date and time of loss shall be produced.
- In the event that the Motor Car is immobilized due to an accident (other than mechanical breakdown), the towing of the Motor Car must be directly arranged by the 24-Hour Emergency Roadside Assistance Service Centre, or the Insured must obtain prior consent from the 24-Hour Emergency Roadside Assistance Service Centre before arranging the towing of the Motor Car by any other party;
- The Insured shall upon claiming for this benefit comply with the terms and conditions of the independent car rental contractor.

The maximum aggregate liability of the Company under this sub-paragraph is HK$6,000. Subject to the Insured's responsibility for payment of 20% of the car rental costs, the Company shall be liable for the actual rental costs incurred with a daily limit not exceeding HK$1,000 for each and every assistance case. All other car rental costs shall be the responsibility of the Insured.

The benefit under this sub-paragraph will terminate whenever the repair of the Motor Car is duly completed or the stolen Motor Car recovered in normal condition and handed over to the Insured.

The alternate car is arranged by calling the **24-Hour Emergency Roadside Assistance Service hotline on 2263 7533** whereas no reimbursement shall be made if the alternate vehicle is not arranged by the 24-Hour Emergency Roadside Assistance Service Centre. Any collision, damage, charge, optional and additional insurance or cost of fuel incurred by the Insured or the Named Driver shall be borne by the Insured.

19.5.6 General Exclusions to the 24-Hour Emergency Roadside Assistance Services

(i) Motor Car modified for racing trials, or rallying or participating in such activities.

(ii) Any person who drives the Motor Car without a valid license issued by the Transport Department of Hong Kong.

(iii) Provision of services including:

a) 24-Hour Emergency Roadside Repair Service ; and

b) 24-Hour Emergency Towing Service;

in the absence of the Insured or his representative on the spot.

(iv) Any expenses incurred without the Company's prior approval or intervention.

(v) The Company and the 24-Hour Emergency Roadside Assistance Service Centre will not be held responsible for delays or failures in providing the services caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political coup, riot and civil commotion, administrative or political impediments or radioactivity, blocking of the means of transport and supply whatever the reason, earthquake, fire, inclement weather conditions including typhoon and storm, flood, pandemic, government or legal restrictions or acts of God or any situation out of the Company's control or any other event of Force Majeure which prevents the Company and the 24-Hour Emergency Roadside Assistance Service Centre from providing such assistance services.

(vi) Provision of services including:

a) 24-Hour Emergency Roadside Repair Service ; and

b) 24-Hour Emergency Towing Service in restricted areas requiring a vehicle entry permit.

19.6 **Loss or Damage to Personal Effects following Theft, Robbery, Break-in or Road Traffic Accident**

The Company will pay the Insured up to a maximum sum of the amount specified in the Policy Schedule for any one period of insurance for loss or damage to Personal Effects as a result of Theft, Robbery, or a break-in or road traffic accident involving the Motor Car.

The Insured will be required to pay an excess of 10% of adjusted loss for every claim made under this benefit.

Where the lost or damaged item forms part of a pair or set, the Company will only pay an amount equal to the value of the proportionate part of the pair or set.

The Company will not pay for:

(a) Personal Effects that are not kept in any enclosed or locked receptacle or compartment, fixed or attached to the Motor Car and/or left in the Motor Car in full view of the public at the time of loss or damage;

(b) Mysterious disappearance of Personal Effects from the Motor Car without evidence of the Theft, Robbery, break-in or road traffic accident;

(c) Any loss or damage as a result of electrical or mechanical breakdown;

(d) Wear and tear, depreciation, process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause;

(e) Any loss or damage to Personal Effects due to the Insured or Insured Driver's intentional act or gross negligence; and

(f) Any loss or damage to Personal Effects if the Motor Car is not legally owned by the Insured and/or the Personal Effects do not belong to the Insured.

19.7 **Electric Car Charger Third Party Liabilities Protection**

Subject to the Policy Limits of Liability, Conditions and Exceptions, the Company shall indemnify the Insured and/or the Insured Driver against all sums including claimant's costs and expenses which the Insured and/or such Insured Driver shall become legally liable to pay and other costs and expenses incurred by or on behalf of the Insured and/or such Insured Driver with the Company's written consent in respect of:

(i) damage to third party property; and/or

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

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

The maximum limit of indemnity is HK$2,000,000 per accident and per Period of Insurance.

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

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

For the avoidance of doubt, paragraphs 9 to 13 apply to this sub-paragraph 19.7.

(20) Extension of Own Damage Coverage in Guangdong Province, PRC (Optional Benefit)

Where this Optional Benefit is expressly mentioned in the Policy Schedule, they shall attach to and form part of the Policy.

In consideration of the payment of additional premium, it is agreed that this Policy is extended to cover the Insured, the Insured Driver and the Motor car under Section (I) (Against Loss of or Damage to the Motor Car) in the geographical area of the Guangdong Province of the People's Republic of China. Indemnity limits of the original Policy remains unchanged.

It is expressly declared that this extension shall not in any event apply to Section (II) Against Third Party Liabilities and Section (III) Indemnity of Medical Expenses.

(21) CLAIMS CONDITIONS AND PROVISION

a) In the event of any occurrence which may give rise

to a claim under this Policy, the Insured shall immediately give notice thereof to the Company with full particulars within 7 days from the occurrence of the Event. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately upon receipt by the Insured. Notice shall also be given in writing to the Company immediately if the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy, the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.

b) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified, without the prior written consent of the Company. The Company shall be entitled to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for the Company's own benefit any claim for indemnity or damages or otherwise, and the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim, and the Insured and such person shall give all such information and assistance as the Company may require.

c) For claims in relation to the below, the Insured must provide:-

SECTION (I) INSURANCE – AGAINST LOSS OF OR DAMAGE TO THE MOTOR CAR

1) Letter of Authorization duly signed by the driver
2) Copy of driver's Hong Kong Identity Card
3) Copy of driver's driving licence
4) Copy of Vehicle Registration Document (Both sides)
5) Police report no / report and police statement
6) Witness statement / driver's statement
7) Copy of screening breath, oral fluid, blood or urine test report, if applicable
8) Photos showing the accident scene and involved vehicles, if any
9) Car camera record, if any
10) Repair quotation

SECTION (II) INSURANCE – AGAINST THIRD PARTY LEGAL LIABILITIES
And FREE ADDITIONAL BENEFITS - Electric Car Charger Third Party Liabilities Protection

1) Letter of Authorization duly signed by the driver
2) Copy of driver's Hong Kong Identity Card
3) Copy of driver's driving licence
4) Copy of Vehicle Registration Document (Both sides)
5) Police report no. / report and police statement
6) Witness statement / driver's statement
7) Copy of screening breath, oral fluid, blood or urine test report, if applicable
8) Photos showing the accident scene and involved vehicles, if any
9) Car camera record, if any
10) Any correspondences with third party vehicle/ property owner, if applicable
11) Any correspondences with third party injured person(s), if applicable

SECTION (III) INSURANCE – INDEMNITY OF MEDICAL EXPENSES

1) Original medical expenses receipt stating the injury and/or diagnosis
2) Police report no. / report and police statement
3) Witness statement / driver's statement
4) Medical report, if applicable

FREE ADDITIONAL BENEFITS - Personal Accident to the Named Driver

1) Letter of Authorization duly signed by the driver
2) Copy of driver's Hong Kong Identity Card
3) Copy of driver's driving licence
4) Copy of Vehicle Registration Document (Both sides)
5) Medical report stating the injury and/or diagnosis
6) Police report no. / report and police statement
7) Witness statement / driver's statement

FREE ADDITIONAL BENEFITS - New for Old Replacement Vehicle

1) Letter of Authorization duly signed by the driver
2) Copy of driver's Hong Kong Identity Card
3) Copy of driver's driving licence
4) Copy of Vehicle Registration Document (Both sides)
5) Police report no. / report and police statement
6) Witness statement / driver's statement
7) Copy of previous purchased invoice and receipt with model no. and options list of the insured vehicle
8) Replacement quotation and receipt with models no. and options list of the replacement vehicle
9) Photos showing the extent of damage to the insured vehicle
10) Incident report from the government authorities showing the date, circumstances of incident and its cause of loss or damage, if appropriate

FREE ADDITIONAL BENEFITS - Windscreen Excess Waiver Benefit

1) Copy of Vehicle Registration Document (Both sides)
2) Colored photos, which show clearly the breakage of the glass in the windscreen or the windows and the subjected vehicle
3) Related original repair invoice and receipt of the glass in the windscreen or the windows

FREE ADDITIONAL BENEFITS - Loss or Damage to Personal Effects following Theft, Robbery, Break-in or Road Traffic Accident

1) Letter of Authorization duly signed by the driver
2) Copy of driver's Hong Kong Identity Card
3) Copy of driver's driving licence
4) Copy of Vehicle Registration Document (Both sides)
5) Police report no. / report and police statement
6) Witness statement / driver's statement
7) Photos showing the extent of damage to any personal effects to be claimed, if applicable
8) Previous invoice / purchase receipts of any personal effects to be claimed
9) Incident report from the government authorities showing the date, circumstances of incident and its cause of loss or damage, if appropriate

「智駕樂」條款及細則

(1) 保險條款

受保人與本公司均同意：

(a) 將投保書及聲明納入本保險合約，並作為本保險合約的依據；

(b) 受保人將會繳付保單資料頁所列的保費；

(c) 本公司將會按照本保單的條款及細則，為保單資料頁所列受保期內發生的事故提供保險；及

(d) 本公司承擔保險責任的先決條件如下：

(i) 受保人或其他索取賠償者均已遵守本保單任何有關應做或不應做事項的條款及細則；及

(ii) 投保書及聲明的內容均屬真實無訛。

本保單須由本公司授權的人士在保單資料頁簽署後方可生效。

(2) 釋義

除非文意另有規定，以下之定義適用於本保單內出現的下列詞語：

(a) **「本公司」**指藍十字（亞太）保險有限公司。

(b) **「事故」**指由同一個原因或事源引起而與受保汽車有關的單一或連續事故。

(c) **「本地區」**指香港特別行政區；如以水路運載受保汽車（包括附帶的裝卸），則包括香港特別行政區的海域。

(d) **「受保人」**指保單資料頁內列為受保人的人士。

(e) **「受保司機」**指受保人或任何獲其指令或許可駕駛受保汽車的其他人士，惟受保人或駕駛受保汽車的人士必須持有駕駛該汽車的有效執照，或已持有而未遭吊銷或拒發該執照。「執照」一詞指本地區的法律、規例或發牌當局所規定的駕駛執照或其他許可證。

(f) **「保障項目表」**指列於保單資料頁內的保障項目表，該表列明本保單下各項保障的保單責任限額 / 保單賠償限額的最高上限。

(g) **「受保汽車」**指保單資料頁指定的汽車。

(h) **「本保單」**指由本公司核保及繕發的「智駕樂」私家汽車保險單，並指受保人與本公司之間的整份合約，包括但不限於本條款及細則、保單資料頁、投保書及聲明及任何載於或附隨於本文的備忘及批註，全部須視作為同一份文件，任何具有特定含義的詞語在整份文件中意義保持一致。

(i) **「投保書及聲明」**指任何已簽署的投保書表格、聲明，以及受保人或其代表所提供的任何附加或替代資料。

(j) **「盜竊」**及**「搶劫」**指的是根據當時生效的《香港法例》第 210 章《盜竊條例》內所列的相同定義，或如有任何其他取代該條例之後續法例所指的定義。

(k) **「汽車保險局」**指香港汽車保險局。

(l) **「記名司機」**指保單資料頁中「記名司機資料」之下指定的任何人。

(m) **「個人物品」**指受保人通常穿著或携帶的私人物品，但不包括金錢（即由政府或國家銀行發行的官方貨幣、硬幣或鈔票）、貨幣工具、文件、可轉讓票據、付款卡及珠寶。

(n) **「保單資料頁」**指附載於本保單的附頁，用以說明本保險合約的條文及細節。

(o) 在本保單中，除另有規定外，單數詞包括複數涵義，反之亦然；表示單一性別的詞包含所有性別。

(3) 適用承保範圍

(a) 如在保單資料頁上的「適用承保範圍」指定為「綜合保險」，則本保單第 (I)、(II)、(III) 部分及第 19 段均適用。

(b) 如在保單資料頁上的「適用承保範圍」指定為「第三者法律責任保險」，則只有本保單第 (II) 部分、第 19段內 19.5.1-19.5.4 分段下的指定熱線服務 及 19.7 分段適用。

(4) 受保汽車使用限制

本保單任何部分所提供的保障，只在受保汽車作社交、家庭及遊樂用途，或作涉及受保人的業務或職業的用途時方為有效。

受保汽車以出租或收費形式接載乘客，或作賽車、速度調整、可靠性試驗、車速測試或任何涉及汽車業務的用途，本保單概不適用。

(5) 第(I) 部分 – 保障受保汽車損失或損毀

(a) 本公司就受保汽車及 / 或其配件及 / 或其零件（只限正用於受保汽車者）的損失或損毀對受保人作出賠償。本公司可選擇修理、復原或替換受保汽車及 / 或其配件及 / 或其零件，或對損失或損毀作出現金賠償。

本公司根據第 5(a) 段所作的賠償只限於：

(i) 受保汽車在損失或損毀時的合理市值；或

(ii) 保單資料頁所列對受保汽車(包括正用於受保汽車的配件及 / 或零件）的估值； 以兩者中較低者為準。

(b) 如受保汽車因本保單承保的損失或損毀而不能操作，本公司將額外支付以下安排所需的合理費用：

(i) 運送受保汽車至最近的維修商；及

(ii) 在完成修理後將受保汽車送回受保人在本地區內（發生損失或損毀的地區）的地址;

惟上述費用不得超過協定修理受保汽車費用的20%。

(c) 如受保汽車及 / 或其配件及 / 或其零件損失或損毀，而本地區（即修理受保汽車的所在地）沒有所需零件的存貨，或本公司選擇對損失或損毀作出現金賠償，則本公司對該零件的賠償責任僅限於該零件製造商或其代理商為本地區（即修理受保汽車的所在地）所發佈的最新目錄或價格表內的價格，或如無該等目錄或價格表，則僅限於 (i) 最後在該製造廠取得的價格; (ii)運送（空運除外）到本地區（即修理受保汽車的所在地）的合理運費；(iii) 有關的進口稅；及 (iv) 裝配該零件的合理費用。

(6) 適用於第 (I) 部分保險的特別條件

(a) 如按受保人的要求，保單資料頁或本保單隨附備忘錄列有一間分期貸款公司，則本公司就受保汽車的損失

或損毀所支付的任何現金款項均應向如此列明的分期貸款公司支付。該分期貸款公司簽發的收據成為本公司對該損失或損毀所負責任的圓滿了結。

(b) 受保人對本公司根據本保單可能負責賠償的損毀，可授權對受保汽車進行必要的修理，但須符合下列條件：

(i) 預計修理費不得超過保障項目表所列的「獲認可維修費用限額」；

(ii) 即時向本公司提供修理費的詳盡估價；及

(iii) 受保人須全力協助本公司明白該項修理是必需的而收費是合理的。

(c) 如受保汽車的修理費用是第 (I) 部分的索償項目，維修商本公司有權否決有關修理地點或維修商的建議。如受保人選用的維修商的修理費用報價似乎不合理，本公司有權行使權力選用其他維修商修理受保汽車。

(7) 適用於第 (I) 部分保險的特別不保事項

本公司將不負責賠償：

(a) 後果損失；

(b) 折舊、自然損耗、機件或電器故障、失靈或破損；

(c) 輪胎受損，除非受保汽車其他部分同時受損；及

(d) 任何適用於第 (I) 部分的索償自負額。

(8) 適用於第 (I) 部分保險的索償自負額

(a) 對於任何導致索償的事故（盜竊或企圖盜竊的事故除外），本公司將不負責有關索償的開支的首筆款額，該款額相等於保單資料頁第 (I) 部分中「車身損毀自負額」的款項。

(b) 如在導致索償的事故發生時：

(i) 正駕駛受保汽車的人士並非保單資料頁所列的「記名司機」，根據第 8(a) 段不應由本公司負責的首筆款額則會增加，即加上保單資料頁所列的「非記名司機自負額」；

(ii) 受保汽車正由 25 歲以下的人士駕駛，根據第 8(a) 段不應由本公司負責的首筆款額則會增加，即加上保單資料頁所列的「年輕司機自負額」；

(iii) 受保汽車正由持有駕駛執照（不包括臨時駕駛執照）不足 2 年的人士駕駛，根據第 8(a) 段不應由本公司負責的首筆款額則會增加，即加上保單資料頁所列的「新牌司機自負額」；

(iv) 受保汽車正停放在一處，根據第 8(a) 段不應由本公司負責的首筆款額則會增加，即加上保單資料頁所列的「停泊損毀自負額」。

(c) 對於任何因盜竊或企圖盜竊而引致的索償，本公司將不負責每項索償首筆相等於保單資料頁中「盜竊損失自負額」的款項。

(d) 若根據第 (I) 部分作出索償：

(i) 如第 8(c) 段適用，則第 8(a) 及 8(b) 段並不適用；

(ii) 如第 8(a) 段及第 8(b)(i)、8(b)(ii)、8(b)(iii) 及 8(b)(iv) 段任何一條或多條適用，則不應由本公司負責的首筆款額將予以累積計算；

(iii) 如本公司招致的開支包括任何根據第 8(a)、8(b) 或 8(c) 段不應由本公司負責的金額，受保人須立即將該筆款項償還給本公司。

(e) 如受保汽車的損失或損毀由獨立產生 (即並非因任何先前涉及受保汽車的意外引致) 的火災、自燃、閃電或爆炸造成，則第 8(a) 及 8(b) 段的規定將不適用。

(9) 第(II) 部分 – 保障第三者法律責任

(a) 在保單責任限額、條件與不保事項的規限下，本公司就受保人及 / 或任何受保司機及 / 或（在受保人要求下）任何在受保汽車內或進出受保汽車的人士（駕駛受保汽車的人士除外）有關：

(i) 任何人的身故或身體受傷；及 / 或

(ii) 財產損毀；

在法律上應負責支付的一切款額（包括索償人的訟費與開支），以及在本公司的書面同意下由受保人或其代表招致及 / 或由受保司機或其代表招致及 / 或由該其他人士或其代表招致的其他訟費與開支，向受保人及 / 或該受保司機及 / 或該其他人士作出賠償。上述傷亡或財產損毀須源自受保汽車所引致或涉及的意外，包括在受保汽車裝卸貨物，以及在行車道或大道範圍內將需要裝上受保汽車的貨物搬至該汽車或在受保汽車卸貨後將貨物搬離該汽車。

(10) 適用於第 (II) 部分保險的保單責任限額

(a) 根據第 (II) 部分本公司因任何事故向受保人及 / 或其他索取賠償人士所提供的賠償，包括索償人的訟費與開支，以及在本公司的書面同意下由受保人或其代表招致及 / 或由該其他人士或其代表招致的其他訟費與開支，均有以下限額：

(i) 有關根據第 9(a)(i) 分段任何人的身故或身體受傷，保單責任限額見保障項目表「第三者身故或身體受傷」一欄；及

(ii) 有關根據第 9(a)(ii) 分段的財產損毀，保單責任限額見保障項目表「第三者財產損毀」一欄。

如本保單承保多於一輛汽車，不論涉及在同一事故中的汽車數目多少，均以上述賠償限額為準。

(b) 如任何事故導致多於一人獲得賠償，則第 10(a) 段規定本公司的賠償限額將適用於所有索取賠償人士的賠償總額，而受保人可優先獲得賠償。

(c) 在導致第 (II) 部分一宗或一連串索償的事故發生後，本公司可隨時向受保人及 / 或任何其他索取賠償的人士全數支付第 10(a) 段規定本公司的責任限額（但需扣除任何已付數額）或索償達成和解的較少款額，而本公司須放棄進行任何抗辯、和解或司法程序，從此對以下各項概不負責：應向索償人支付的損害賠償及索償人的訟費；或任何因聲稱本公司在抗辯、和解或司法程序方面的作為或不作為而導致的損失，或因本公司上述的放棄行為而被指稱導致受保人或有關人士蒙受的損害。本公司對以下費用亦不負責：受保人或有關人士或索償人或其他人士在本公司採取上述放棄行為後才招致的任何訟費或開支。

(11) 適用於第 (II) 部分保險的特別條件

(a) 如任何有權根據第 (II) 部分獲得賠償的人士去世，本公司則在按照及不抵觸本保單適用於該已去世人士的限制條款下，就該人士招致的法律責任向其法定遺產代理人作出賠償。

(b) 本公司有權選擇及自費：

(i) 安排代表出席與第 (II) 部分賠償所針對的身故有關的調查或死因研訊；及 / 或

(ii) 在法院司法程序中就任何行為或指稱中的罪行導致或涉及第 (II) 部分賠償所針對的事故抗辯。

(12) 第(II) 部分保險的特別不保事項

本公司將不負責賠償：

(a) 對任何索取賠償的人士作出賠償：

(i) 除非該人士遵守、履行及符合本保單所有適用的條款及細則；或

(ii) 如該人士有權根據其他保險單獲得賠償；

(b) 受僱於以下人士者在受僱工作期間因工身故或身體受傷:

(i) 任何依據第 (II) 部分索取賠償的人士 (包括「受保人」) ；或

(ii) 任何依據第 (II) 部分索取賠償的人士 (包括「受保人」) 的僱主；

(c) 屬於以下人士或由以下人士以信託形式持有、保管或管控的財產所蒙受的損失：

(i) 任何根據第 (II) 部分索取賠償的人士 (包括「受保人」) ； 或

(ii) 與任何根據第 (II) 部分索取賠償的人士 (包括「受保人」) 共住的人士；

(d) 並非由香港特別行政區具司法管轄權的法院作出初審的判決；

(e) 適用於第 (II) 部分的索償自負額。

(13) 適用於第 (II) 部分保險的自負額

(a) 如有事故導致第三者財產損 的法律責任而索取賠償，本公司將不負責有關索償的首筆相等於保單資料頁中「第三者財產損毀自負額」的款項。

(b) 如在導致索償的事故發生時：

(i) 受保汽車正由 25 歲以下的人士駕駛，根據第 13(a) 段不應由本公司負責的首筆款額則會增加，即加上保單資料頁所列的「第三者財產損毀適用的年輕司機自負額」；

(ii) 受保汽車正由持有駕駛執照 (不包括臨時駕駛執照) 不足 2 年的人士駕駛，根據第 13(a) 段不應由本公司負責的首筆款額則會增加，即加上保單資料頁所列的「第三者財產損毀適用的新牌司機自負額」。

(c) 如本公司招致的開支包括任何根據第 13(a) 段不應由本公司負責的金額，受保人須立即將該筆款償還本公司。

(14) 使若干條款無效及有權追回款項

如按照本地區的法律或根據本公司與汽車保險局的任何協議，本公司須支付一筆依據本保單不應由本公司負責的款項，則受保人及任何其他獲本公司為其付款的人士須立即將該筆款項償還本公司。

(15) 第 (III) 部分 – 醫療費用賠償

如受保人或受保司機 (非受保人) 或受保汽車任何佔用人的身體直接及即時因受保汽車的意外透過暴力、突發、外來及可見的途徑而受傷，本公司將向受保人支付為此而招致的合理醫療費用，但在任何情況下，本公司根據第 (III) 部分因任何事故承擔的法律責任不得超過保障項目表上第 (III) 部分「保單賠償限額」所列的金額。

(16) 無索償折扣 (「折扣」)

(a) 倘在任何下列受保期間並無根據本保單作出或引致索償，於下次續保時，保費將獲以下折扣：

受保期	折扣 (適用於續保保費)
1 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%

(b) 如 (i) 在受保期內曾根據本保單作出或出現單宗索償;及 (ii) 在該受保期內已應用的折扣為 40% 或以下，在緊接的下一個受保期為保單續保時，保費折扣將不會適用。
如 (i) 在受保期內曾根據本保單作出或出現單宗索償;及 (ii) 在該受保期內已應用的折扣為 50% 或 60%，在緊接的下一個受保期為保單續保時，則保費折扣將分別降低至 20% 或 30%。
如在受保期內曾根據本保單已經作出或出現多於一項索償，不論在該受保期內已應用的折扣為多少，在緊接的下一個受保期為保單續保時，保費折扣將不會適用。

(c) 為免存疑，倘在受保期間曾依據本保單任何部分作出索償，則縱使受保人及 / 或索取賠償的人士堅稱或聲稱發生引致索償的事故不應歸咎於受保人或該人士或並非由受保人或該人士促成，受保人或該人士所享有的折扣仍須根據第 16(b) 段被取消或扣減。

(d) 倘受保人獲得本公司事先同意，將本保單的利益轉讓給另一受保人，新受保人的無索償折扣期由轉保日期重新開始計算；而原受保人則可保留其在轉保日期前累積的無索償折扣，並把該無索償折扣套用於原受保人在轉保日期計 12 個月內為任何一輛私家汽車購買及由本公司核保的汽車保單。

(e) 如本保單承保超過一輛受保汽車，則無索償折扣之安排猶如每輛受保汽車各已獲繕發一份獨立的保單一樣。

(17) 一般不保事項

(a) 本公司根據本保單對在下列情況下造成、蒙受或招致的任何意外、損失、損毀或法律責任概不負責：

(i) 在本地區以外範圍；

(ii) 在獲受保人指示、許可或在其知情的情況下，與本保單所提供的賠償有關的受保汽車在並非遵照本保單「受保汽車使用限制」的情況下使用，或由並非受保司機的人士駕駛、或在非受保司機的指揮下由其他人士駕駛；

(b) 本公司根據本保單對在下列情況概不負責：由下列項目直接或間接、作為近因或遠因引起、參與造成、引發或

相關的任何意外、損失、損毀或法律責任（但為符合香港法例第 272 章《汽車保險（第三者風險）條例》的規定而必須負責的情況則屬例外）：

(i) 戰爭、入侵、外敵的行為、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、軍事或篡奪力量；

(ii) 罷工、暴亂、民眾起義；或

(iii) 拘禁、扣押、充公或與之有關的嘗試；

或因任何上述事故產生的直接或間接後果。

(c) 本公司根據本保單對任何因協議而附加（而若無該協議則本應不會附加）的法律責任，概不負責；

(d) 本公司根據本保單對此概不負責：由電離輻射或放射性污染（來自核燃料或來自燃燒核燃料所得的核廢料）直接或間接引致、參與造成或引發的任何意外、財產損失或損毀，或任何因此造成的損失或開支，或任何相應而產生的損失，或任何性質的法律責任。第 17(d) 段所指的燃燒包括自持核裂變；

(e) 本公司根據本保單對此概不負責：直接或間接由核子武器材料引致、參與造成或引發的任何意外、損失、損毀或法律責任；

在任何法律行動、訴訟或其他司法程序中，如本公司指稱任何意外、損失、損毀或法律責任因第 17(b) 段的緣故不可根據本保單獲得賠償，則舉證責任落在索取賠償的人士身上，由其證明該意外、損失、損毀或法律責任可獲賠償。

(f) 電子數據識別不保事項

本公司根據本保單對在下列情況下直接或間接造成、蒙受或招致的任何相關損失、損毀、費用、索償或開支、無論是預防性質、補救性質或其他形式的，概不負責：

(i) 涉及將日期更改至2000年的計算、比較、區分、排序或數據處理，或任何其他日期的更改（包括閏年的計算），無論由任何電腦系統、硬件程式或軟件及／或任何電腦設備或非電腦設備內的微型晶片、合成電路或類似裝置進行，亦無論以上所述是否屬於受保人的財產；或

(ii) 在任何此類電腦系統、硬件、程式或軟件及／或任何電腦設備或非電腦設備內的微型晶片、合成電路或類似裝置涉及將日期更改至 2000 年的任何更改、修改或調整，或任何其他日期的更改（包括閏年的計算），無論以上所述是否屬於受保人的財產。

不管有沒有其他同時或按任何其他次序促成有關損失、損毀、費用索償或開支的成因或事件，此條款均適用。

(g) 在酒類或藥物影響下駕駛的不保事項

本公司根據本保單概不負責對於受保人或受保司機正在駕駛、掌管或控制受保汽車時所蒙受或招致的任何意外、損失、損毀或法律責任：

(i) 受保人或受保司機因受酒精及／或藥物的影響達到沒有能力妥當地控制受保汽車而被定罪；

(ii) 受保人或受保司機呼氣、血液或尿液中的酒精比例超過香港法例第 374 章《道路交通條例》第2 條（可不時修訂）或任何其他代替此條的法例訂明的限度；或

(iii) 受保人或受保司機在根據法例被要求時，而無合理辯解的情況下，沒有提供呼氣、血液或尿液樣本以供化驗或分析而被定罪。

(h) 戰爭及恐怖主義不保事項

儘管本保單或其任何批註內有任何相反的規定，不管有沒有其他同時或按任何其他次序促成有關損失的成因或事件，現協定本保單並不包括因下列任何情況而直接或間接導致、引致或與此等行為有關的任何性質的損失、損毀、費用或開支。

(i) 戰爭、入侵、外敵行動、敵對行為或軍事行動（無論已宣戰與否）、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、軍事或篡奪權力，或

(ii) 任何恐怖主義行為。

就本段而言，「恐怖主義行為」是指無論單獨行事或代表任何機構（一間或多間）或政府（一個或多個）或與該（些）機構或該（些）政府有關的任何人或一群（或多群）人為政治、宗教、意識形態或其相類似等目的，或懷著包括影響任何政府及／或引起公眾或任何部分公眾階層恐懼的意圖，包括但不限於利用武力或暴力及／或威嚇手段而作出的行為。

本段亦不包括直接或間接因任何行為控制、防範、遏止任何恐怖主義行為或與以上第 (ii) 項任何恐怖主義行為有關而採取的行動而造成、導致或與該些行動有關的任何性質的損失、損毀、費用或開支。

假若本公司指稱基於此項不保事項條款，有任何損失、損毀、費用或開支不包括在本保單的保障範圍內，則證明與此指稱相反的情況之責任由受保人承擔。

倘若本段的任何部分被裁定屬無效或不能強制執行，其餘部分將仍然維持全面有效。

(i) 有關污染及爆炸的恐怖主義不保事項條款

本公司根據本保單對在下列情況下直接或間接導致的任何損失、損毀、費用或開支概不負責：

(i) 生物或化學污染；或

(ii) 因恐怖主義行為而引致的導彈、炸彈、手榴彈、爆炸品。

就本段而言，恐怖主義行為是指無論單獨行事或代表任何機構（一間或多間）或政府（一個或多個）或與該（些）機構或該（些）政府有關的任何人或一群（或多群）人為政治、宗教、意識形態或類似目的，或懷著包括影響任何政府及／或令公眾或任何公眾階層恐懼的意圖而作出的行為，包括但不限於使用武力、暴力及／或威嚇手段而作出的行為。

就本段而言，「污染」是指由於化學及／或生物物質的影響，污染、毒害或防礙及／或限制物品的用途。假若本公司指稱基於此項不保事項條款，有任何損失、損毀、費用或開支不包括在本保單的保障範圍內，則證明與此指稱相反的情況之責任由受保人承擔。

(j) 有毒霉菌不保事項條款

本保單不承保由霉菌、苔蘚、黴菌、真菌、孢子、細菌感染或其他類似生物而致的損失或損毀，以及無論直接或間接由承保的危險所致的濕腐或乾腐。其中包括但不限於調查的費用、測試、修理服務、額外支出或業務中斷。不論是否有任何其他原因或同時發生的事件或以任何順序產生的損失，該損失均不在承保範圍內。如發生了本保單所承保的損失以及清除殘骸的費用因霉菌、苔蘚、真菌、細菌感染的存在、濕腐或乾腐及極度潮濕而上升，本公司只會負責沒有上述因素下清除受保財物殘骸的費用。

(k) 石棉全面不保事項條款

現明白及同意本保單不適用及不承保任何因各類型或數量的石棉直接或間接引起、導致或加劇損失的任何實際或聲稱責任而致的索償。

(l) 工業、滲漏、污染及玷污不保事項條款本

保單不保障以下事件的任何責任：

(i) 直接或間接因滲漏、污染或玷污引致的個人損傷

或身體損傷、或財物的損失、損毀或不能使用。但本段不適用於因在本受保期間因突然、非故意及不可預見之事件所引致的滲漏、污染及玷污做成個人損傷或身體損傷、或實體物件的損失、或物理損毀 / 拆毀、或該損毀 / 拆毀了的財物不能使用的責任。

(ii) 消除、廢除或清除滲漏或污染及玷污物的費用，除非是在本受保期間突然、非故意及不可預見之事件所引致的滲漏、污染及玷污。

(iii) 罰款、罰金、 或懲罰性或懲戒性的賠償。本條款不會延伸本保單至保障任何沒有本條款本保單不受保的任何責任。

(m) 第三者權利不保事項條款

任何不是本保單某一方的人士或實體，不能根據《合約（第三者權利）條例》（香港法例第 623 章）強制執行本保單的任何條款。

(n) 制裁限制及不保事項條款

特此聲明並同意，儘管本保單中有任何相反的規定：

(1) 如果保單持有人、受保人或其他與本保單有關的任何個人或實體令本公司面臨受到或即將受到根據聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制的風險或（本公司認為）可能令本公司面臨受到或即將受到任何前述的制裁、禁制或限制的風險，則本公司可在發出由本公司決定的書面通知時或後隨時終止本保單（無論是否自本保單生效日起計）。此後，本公司無需再與保單持有人及/或受保人及/或其他與本保單有關的任何個人或實體進行任何業務往來，包括但不限於根據本保單支付或收取任何款項。

(2) 在不影響上文第(1)段的前提下，如果提供保險、支付賠償或提供保障令本公司面臨受到聯合國決議或歐盟、英國、美國或任何適用於本公司的司法管轄區的貿易或經濟制裁、法律或法規或任何其他適用的經濟或貿易制裁法律或法規下的任何制裁、禁制或限制，或令本公司面臨受到任何前述的制裁、禁制或限制的風險，則本保單不應被視為提供保險，而本公司亦無責任支付任何賠償或提供任何保障。

(o) 傳染病不保事項條款 - 只適用於第 (I) 部分

(i) 儘管本保單中有任何相反規定，但本保單並不涵蓋所有實際或聲稱的損失、責任、損害、賠償、傷害、疾病、病症、身故、醫療費用、辯護費、成本、費用或任何其他直接或間接的金額，而該金額不論有否其他任何同時出現或按任何順序之因由，與傳染病或對傳染病的恐懼或威脅（無論是實際的還是感知的）或與之相關的疾病所引起、造成、產生、貢獻、導致而造成。

(ii) 就本批註而言，損失、責任、損害、賠償、傷害、疾病、病症、身故、醫療費用、辯護費、成本、費用或任何其他金額，包括但不限於清潔、排毒、去除、監測或測試可傳染性疾病的任何費用。

(iii) 如本批註所述，傳染病是指可通過任何物質或媒介從任何生物體傳播給另一生物體的任何疾病，其中：

1. 物質或媒介包括但不限於病毒、細菌、寄生蟲或其他生物體或其任何變種，不論其是否被視為活體，及
2. 傳播方法，不論是直接或間接，包括但不限於空氣傳播、體液傳播、從任何表面或物體、固體、液體或氣體或生物體之間的傳播，以及
3. 該病症、物質或媒介可導致或威脅人身傷害、疾病、情緒困擾、對人類健康的損害、人類福祉或財產損失。

(p) 網絡不保事項條款

儘管本保單或其任何批註內有任何相反的規定，本保單並不包括以下任何內容：

(i) 網絡損失；

(ii) 任何由直接或間接引致之無法使用、功能下降、維修、更換、修復或複製數據而造成或與之相關的任何性質的損失、損毀、責任、成本或費用，包括與該數據的價值有關的任何金額；不論是否有任何其他同時或以任何順序發生的任何原因或事件。

假若本公司指稱基於此項不保事項條款，有任何損失、損毀、法律責任、索償、費用或開支不包括在本保單的保障範圍內，則證明與此指稱相反的情況之責任由受保人承擔。

定義

1. 網絡損失是指由於任何網絡行為或網絡事件直接或間接地造成，由其造成或與之相關的任何性質的損失、損毀、責任、成本或費用，包括但不限於為控制、預防、壓制或補救任何網絡行為或網絡事件中而採取的任何措施。
2. 網絡行為是指在任何時間和地點所做的任何未經授權、惡意或犯罪行為。而該行為涉及進入、處理、使用或操作任何電腦系統、電腦軟體程式、惡意代碼、「電腦病毒」或流程或任何其他電子系統。
3. 網絡事件是指：
   3.1 涉及進入、處理、使用或操作任何電腦系統的任何錯誤或遺漏或一系列相關的錯誤或遺漏；或者
   3.2 任何部分或全部不可用或故障，或一系列相關的部分或全部不可用或故障、無法進入、處理、使用或操作任何電腦系統。
4. 電腦系統是指任何電腦、硬件、軟件、通信系統、電子設備（包括但不限於智能手機、筆記本電腦，平板電腦、穿戴式設備）、伺服器、雲端或微控制器，包括任何類似的系統或上述的任何配置，包括任何相關的輸入、輸出、數據存儲設備、網絡設備或備份設施。
5. 數據是指以將由電腦系統使用、進入、處理、傳遞或存儲的形式記錄或傳遞的信息、事實、概念、代碼或任何其他種類的信息。

(18) 一般條款

(a) 凡根據本保單發出或作出的通知書或通訊，均須以書面形式送達本公司。

(b) 受保人須採取一切合理步驟以防受保汽車損失或損毀，以及保持受保汽車的良好性能。本公司有權隨時全面自由檢查受保汽車或其任何部分，或查問受保人的司機或僱員。如遇意外或故障，不得將受保汽車置諸不理而不採取適當措施以防止進一步的損毀或損失；如受保汽車在未經必需的修理前遭人駕駛，則任何增加的損毀或受保汽車任何進一步的損毀，均不得包括在本保單的賠償範圍內。

(c) (i) 本公司可透過下述方式取消本保單: 7 天前以掛號郵遞將有關書面通知寄達受保人最後為人所知的地址。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，將向受保人退還保費餘款；或按照第 18(g) 分段，受保人可於任何時候向本公司發出 7 天的書面通知以取消本保單，而（只要在當時的受保期內未出現任何索償，並在取消日期當日或之前將當時的保險證明書

交還本公司），受保人有權獲退還保費餘款，退還的價值相等於已付的保費在扣除本公司按本保單已生效的受保期及短期保費率（如下述短期保費率表所示）所計算出的應收保費後的餘額。

(ii) 短期保費率

以下保費率表適用於已繕發或已續保少於一年的保單，亦將用於計算取消保單時（在受保人要求下）應退還的保費，而相關保單在取消日起計一年內並無轉保安排；除非保單資料頁中另有說明，否則須支付一筆共 HK$500 的最低及不可退還的保費以及每張保單須繳付予汽車保險局的附加費和徵費。

短期保費率表

已生效的受保期		應收保費*	
不超過	1 個月	全年保費的	20%
	2 個月		30%
	3 個月		40%
	4 個月		50%
	5 個月		60%
	6 個月		70%
	或8 個月		80%
8 個月以上		全年保費的全額	

* 應收保費將受限於保單資料頁內所列之最低保費

(d) 如在本保單之下出現索償時有任何其他承保同一損失、損毀或法律責任的保險，本公司不必負責支付或攤分超過其按比例計算本公司應付的損失、損毀、賠償、訟費或開支數額，但在任何情況下，若無本第 18(d) 段本公司便可根據第 12(a)(ii) 段予以免除法律責任的，則本第 18(d) 分段均不得將任何責任加於本公司。

(e) 所有源於本保單的分歧均須根據當時的《仲裁條例》（香港法例第 609 章）以仲裁裁決。如各方未能就仲裁人或公斷人人選達成協議，則須交由香港國際仲裁中心當時的主席決定人選。現明文規定，必須先取得仲裁裁決，始有權為本保單提出訴訟。如本公司對於根據本保單作出的索償向受保人表明本公司不承擔責任，而該索償並未在上述不承擔責任的聲明後 12個公曆月內根據本保單規定提交仲裁，則就各方面而言，該索償當作已被放棄，以後不得根據本保單進行追討。

(f) 本保單受香港的專屬司法管轄權所管轄並根據香港法律詮釋。

(g) 附加取消條款

(i) 如要取消保單，保單及保險證明書正本應在擬定取消日的 7 天內交還本公司。否則，取消保單的生效日將由收到保單及保險證明書正本之日起計算。

(ii) 如有下列情況，本公司可根據本保單「一般條款」第 18(c) 分段行使權利取消保單：

1. 本公司有理由相信受保汽車是由未滿 25 歲或持有有效駕駛執照不足 2 年的人士駕駛；或
2. 任何記名司機犯下魯莽或不小心駕駛或類似罪行。

(h) 無索償折扣轉移安排條款

本公司就無索償折扣將依循以下安排：

(i) 如無索償折扣已在受保期內取消或往外轉移，受保人在緊接的下一個受保期為保單續保時將不會獲得無索償折扣。

(ii) 保單續保時的無索償折扣增幅應基於本保單生效日當日的無索償折扣。若無索償折扣在受保期內已經增加，在下一次保單續保時無索償折扣將不會增加。

(iii) 本公司不負責回應由其他保險公司就無索償折扣提出的查詢要求。受保人須承擔因未有回應此等關於無索償折扣的查詢而引致的任何額外費用，包括但不限於臨時保單續期的手續費。

(iv) 本公司不容許在同一保單中使用多於一個無索償折扣。新確認的無索償折扣將取代現有的無索償折扣，而該現有的無索償折扣將被刪除，亦不會為回應任何日後之查詢而儲存。

(i) 更改保障範圍及受保人

在未經本公司事先書面同意下，不得更改受保人或保單類型，例如從「第三者法律責任保險」保單轉換為「綜合保險」保單，反之亦然。

(j) 車輛改裝保證

受保汽車在任何情況下均不得被非法改裝。若受保汽車在未經授權的情況下以任何方式被非法改裝至與該車輛的原本規格不同，本保單將會無效。

(19) 免費額外保障

本段落僅適用於「綜合保險」。就「第三者法律責任」保障而言，受保人僅有資格使用本 (19) 段內的第19.5.1、19.5.2、19.5.3、19.5.4 分段所述的「24小時道路緊急支援服務」指定熱線服務和 19.7 分段。

19.1 記名司機人身意外

受本保單之條款及細則約束下，本公司會按照下列的賠償額，就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，而該記名司機在意外發生時是受保汽車的駕駛者，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(因有關受傷而進行的醫學治療或手術治療除外)，並須於受傷後三個月內造成下列情況：

		賠償額
1	身故	HK$200,000
2	雙目完全失明及無法治癒	HK$200,000
3	雙手手腕或其以上位置或雙腳腳踝或其以上位置截肢或一隻手手腕或其以上位置及一隻腳腳踝或其以上位置截肢而完全喪失雙手或雙腳或一隻手及一隻腳	HK$200,000
4	一隻手手腕或其以上位置或一隻腳腳踝或其以上位置截肢而完全喪失一隻手或一隻腳及一隻眼睛完全失明並無法治癒	HK$200,000
5	一隻眼睛完全失明及無法治癒	HK$100,000
6	一隻手手腕或其以上位置或一隻腳腳踝或其以上位置截肢而完全喪失一隻手或一隻腳	HK$100,000

除非本保單的條款另有規定，否則必須符合以下條件：

1. 本公司只會就每宗事故對每名記名司機所受的上述1 至6 項傷害其中一項支付賠償，而本公司在每一受保期內每名記名司機支付的最高賠償額為 HK$200,000。

2. 記名司機在身體受傷時年齡必須介乎 25 至69 歲;
3. 本公司不會就直接或間接、完全或部分因下列情況引起或導致的身體受傷支付賠償:
   a. 蓄意自我傷害、自殺 (無論是否屬嚴重罪行) 或企圖自殺、體弱缺陷 ; 或
   b. 記名司機在令人醺醉的酒類的影響下或在藥物影響下發生意外 ;
4. 有關賠償必須直接支付予受傷記名司機或其法定遺產代理人，而其收妥有關賠償後即代表本公司對該受傷記名司機所受的該傷害圓滿了結；及
5. 受保司機在符合本保單「受保汽車使用限制」的情況下使用。

19.2 無索償折扣保障

儘管本保單第 16 段另有規定，即使受保人在受保期內作出索償，受保人如符合下列情況，在續保時仍可享有無索賠償折扣 :

(a) 如總索償額 (扣除相關自負額後) 不超過 HK$75,000 或保障額的 20%(以較低者為準); 及
(b) 有關索償不涉及第三者身體受傷。

19.3 新換舊賠償

倘若受保汽車遭完全損毀，本公司同意在滿足下列條件的前提下為受保人重置相同牌子及型號的車輛，而且不會扣除任何折舊額 :

i. 受保人是車輛首任登記車主 (即牌簿顯示前任車主數目為 0) ;
ii. 受保車輛在運輸署首次登記後首 12 個月內發生意外而遭全損 ;
iii. 受保汽車須於出廠日後 12 個月內在運輸署登記 ;
iv. 受保汽車之相同牌子及型號仍在香港有售 ;
v. 任何改裝裝置 (如適用) 一律不計算在內 ;
vi. 附加配件及設備一律不計算在內，但由受保汽車製造商裝置的並已投保的自選配件及設備除外 ;
vii. 重置新車的淨購價不可超過受保汽車的投保額 ; 及
viii. 重置前必須取得本公司書面同意。

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

為免存疑，儘管本保單內有任何相反的規定，本公司對是否為受保人重置相同牌子及型號的車輛享有絕對的酌情決定權。

19.4 豁免擋風玻璃自負額保障

若只有受保汽車的擋風玻璃或車窗玻璃意外破損而其維修費用不超過 HK$5,000，本公司將支付該破損玻璃的維修或更換費用並豁免任何保單自負額，但有關維修或更換必須是由以下本公司指定的汽車「擋風玻璃」維修公司進行 :

網絡汽車擋風玻璃維修中心 :

(a) 日本汽車玻璃有限公司
(b) 信義汽車玻璃有限公司
(c) 協安汽車玻璃有限公司

除非獲得本公司的事先書面同意，否則此保障在每一個受保期內只提供一次。此保障一經使用，本公司將不會根據第 18 段在受保期內退還本保單之保費。

此外，雙方同意，為了使第 19.2 分段內的無索償折扣保障能夠適用，本保障下的任何索賠均不會被計入於任何一個受保期的總索賠額內。為免存疑，若在其他保險公司的要求下提供相關資料，受保人曾使用此保障在本質上不會影響其無索償狀況。

19.5 24 小時道路緊急支援服務

第 19.5 分段下涵蓋的服務由本公司指定的服務供應商 (「**24 小時道路緊急支援服務中心**」)提供。受保人如欲使用 24 小時道路緊急支援服務，可直接致電 **24 小時道路緊急支援熱線 2263 7533，並提供保單號碼**。此服務僅適用於香港境內，但不包括必須持有車輛進入許可證方可進入的限制區域。

19.5.1 24 小時道路緊急汽車維修服務

倘若「受保汽車」因意外或機件故障 (不包括汽車防盜系統被破壞) 而無法開動、不適合被駕駛，「24 小時道路緊急支援服務中心」可應受保人或受保人司機要求，安排道路緊急汽車維修並支付每次維修最高 HK$2,000，惟不包括受保汽車零件、配件或燃料的費用。在任何情況下，受保人不得在合資格修理人員到場前不顧受保汽車而離開。若受保汽車無法開動而被停放於停車場或住宅屋苑範圍內，此保障將不獲提供。

若因無法控制的嚴重道路安全或惡劣天氣情況，24 小時道路緊急支援服務中心有權暫停提供此保障下的所有服務，直至有關嚴重道路安全或惡劣天氣情況已經明確消除。

19.5.2 24 小時緊急拖車服務

倘若「受保汽車」因意外或機件故障 (不包括汽車防盜系統被破壞) 而無法開動或不適合被駕駛，而且受保汽車情況亦不容許在現場即時作出修理，24 小時道路緊急支援服務中心可安排拖車服務並支付每次拖車最高 HK$2,000，最就近維修商或受保人 (或受保司機) 要求之維修商又或受保人 (或受保司機) 所居之處。

若因無法控制的嚴重道路安全或惡劣天氣情況，24 小時道路緊急支援服務中心有權暫停提供此保障下的所有服務，直至有關嚴重道路安全或惡劣天氣情況已經明確消除。

19.5.3 24 小時索償手續查詢

受保人或受保司機可致電 24 小時道路緊急支援服務中心查詢本公司的索償程序。

19.5.4 24 小時一般交通意外查詢

受保人可致電 24 小時道路緊急支援服務中心查詢有關車輛牌照規定和交通條例的一般資料。就所提供的任何資料或建議以

及由此造成的任何損失或損毀，本公司及24 小時道路緊急支援服務中心概不負責。

19.5.5 替代車輛

倘若受保汽車：

(a) 因發生意外（機件故障除外）而令受保汽車無法開動，必須在維修商 / 維修中心進行維修，而所需的時間為該意外後超過 48 小時；或

(b) 被發現遭盜竊，而且並未在 48小時內尋回，則 24 小時道路緊急支援服務中心將安排而本公司將支付由本公司指定的獨立租車公司提供與受保汽車相似牌子及型號的一輛汽車暫時代用的費用，條件如下：

- 24 小時道路緊急支援服務中心將決定替代車輛的牌子及型號，故此未必與受保汽車相同；
- 24 小時道路緊急支援服務中心及本公司恕不負責將替代車輛交送至受保人或受保人的授權代表；
- 只有本保單之保單資料頁訂明的受保人或任何記名司機才可登記為替代車輛的司機；
- 如受保汽車被盜竊，受保人必須出示向警方報失的口供報告，確認失車的日子及時間。
- 若因發生意外（機件故障除外）而令受保汽車無法開動，必須由 24 小時道路緊急支援服務中心直接安排拖走受保汽車，或受保人必須在事先獲得 24 小時道路緊急支援服務中心的同意下方可安排任何其他方拖走受保汽車；
- 受保人根據本附加保障提出索償時必須遵照租車公司的租車條款及細則。

根據此分段，本公司所承擔的最高賠償額為 HK$6,000。在受保人須負擔汽車租賃費用 20% 責任的規限下，本公司將負責每項援助個案實際所產生的租賃費用，惟每日上限不超過 HK$1,000。而所有其他租車費用應由受保人負責。

當受保汽車維修完畢後，或被盜受保汽車被尋回而狀態正常並且交還給受保人後，本分段的保障將會終止。

替代車輛可透過致電 24 小時道路緊急支援服務熱線 2263 7533 安排。若替代車輛並非由 24 小時道路緊急支援服務中心安排，涉及的費用將不獲賠償。由受保人或記名司機所引致的任何碰撞、損毀、費用、自選和額外保險或燃料費用，均由受保人承擔。

19.5.6 24 小時道路緊急支援服務的一般不保事項

(i) 受保汽車被改裝而用於賽車試賽、拉力賽或參加此類活動。

(ii) 任何人駕駛受保汽車而並無香港運輸署發出的有效駕駛執照。

(iii) 在受保人或其代表不在現場的情況下提供的下列服務，包括：

a) 24 小時道路緊急汽車維修服務；及

b) 24 小時緊急拖車服務

(iv) 在未經本公司事先批准或介入而產生的任何費用。

(v) 本公司及 24 小時道路緊急支援服務中心無須對任何因罷工、戰爭、侵略、外敵行動、武裝衝突（無論已宣戰與否）、內戰、叛亂、起義、恐怖主義、政變、暴亂和民眾起義、行政或政治阻撓，或輻射、無論任何原因的交通及物資供應阻塞、地震、火災、惡劣天氣情況（包括颱風和暴風雨）、水災、傳染病大流行、政府或法律限制，或天災，或任何在其控制範圍以外的情況，或任何其他不可抗力因素而導致本公司及 24 小時道路緊急支援服務中心未能或延遲提供有關服務而承擔責任。

(vi) 以下所提供的服務，包括在必須持有車輛進入許可證方可進入的限制區域內的：

a) 24 小時道路緊急汽車維修服務；及

b) 24 小時緊急拖車服務。

19.6 因盜竊、搶劫、闖入或道路交通意外導致個人物品損失或損毀

如受保汽車因盜竊、搶劫、闖入或交通意外而導致個人財物損失或損毀，本公司將向受保人支付在每一受保期內按保單資料頁所列的最高賠償限額。

在本保障下每宗索償內，受保人必須負責經評定後損失之 10% 自負額。

假如任何一對或一套財物的其中一部分遺失或損毀，本公司須支付的最高賠償額為該對或該套財物價值上的比例部分。

本公司不會支付：

(a) 在遺失或損壞時未存放於任何已封閉或上鎖的容器或間隔、固定或附加於受保汽車，及 / 或留在受保汽車內而讓公眾完全看見的個人物品；

(b) 從受保汽車離奇消失的個人物品但沒有盜竊、搶劫、闖入或道路交通事故的證明；

(c) 因機件或電器故障導致的損失或損毀；

(d) 自然耗損、折舊、任何清潔、漂染、維修或修復程序、因光線或大氣引致的狀況、發霉蟲蛀、昆蟲、害蟲或任何其他逐漸產生的原因；

(e) 因受保人或受保司機故意或嚴重疏忽而導致個人物品的任何損失或損壞；及

(f) 任何個人物品的損失或損壞而受保汽車並非由受保人合法擁有，及 / 或若該等個人物品不屬於受保人擁有。

19.7 電動汽車充電器第三者法律責任

在保單責任限額、條件與不保事項的規限下，本公司同意賠償受保人及 / 或受保司機所有其須依法承擔的費用，包括申索人訟費及支出，以及受保人及 / 或受保司機經本公司書面同意賠償受保人及 / 或受保司機有關以下的開支及費用：

(i) 損毀第三者財產；及 / 或

(ii) 任何人士身故或身體受傷害（傷者或其受養人根據《僱員補償條例》要求受保人及 / 或受保司機賠償的身體傷害除外），而該人士身故或身體受傷害時，並非受保人或受保司機家庭成員，或不負責受保人或受保司機事宜，或不受受保人或受保司機控制，或並非代表受保人或受保司機行事，或從事其服務，

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

每次意外及每個受保期的最高賠償限額為 HK$2,000,000。

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

「電動汽車充電器」是指在本地區內由持牌電工安裝的公共或私人電動汽車充電器。

為免存疑，第 9 至 13 段適用於本第 19.7 分段。

(20) 在中華人民共和國廣東省損毀伸延保障 (自選保障)

如保單資料頁上列明此自選保障，該項目應附加於本保單並成為本保單的一部分。

鑒於繳付額外保費作為代價，本公司同意當受保汽車在中華人民共和國廣東省境內行駛時，本保單延伸至涵蓋第 (I) 部分「保障受保汽車損失或損毀」之下對受保人、受保司機及受保汽車的保障。原保單的賠償限額維持不變。

在此明示聲明，本延伸保障在任何情況下均不適用於第 (II) 部分保險「保障第三者法律責任」及第 (III) 部分「醫療費用賠償」。

(21) 索償條件和條款

a) 一旦發生任何可引致本保單索償的事故，受保人須於事件發生的 7 日內立即將全部詳情通知本公司。受保人在收到任何索償書信、令狀、傳票或法律程序文件後，須立即通知並將有關文件轉交本公司。受保人或任何索取賠償的人士如獲悉與引致本保單索償的事故有關而即將進行的起訴、調查或死因研訊，須立即以書面通知本公司。如因盜竊或其他刑事罪行可能成為本保單索償的因由，受保人須立即通知警方，並須與本公司合作將犯罪者繩之於法。

b) 在未得本公司事先書面同意前，受保人（或其代表）或任何索取賠償的人士（或其代表）不得作出以下任何一項：承認、要約、承諾、付款或賠償。本公司有權以受保人或索取賠償人士的名義就任何索償接辦及進行抗辯或和解，或為本公司的利益以受保人或該人士的名義，就任何對賠償或損害賠償或其他項目的索償作出起訴。本公司對進行任何法律程序及任何索償的和解享有絕對的酌情決定權。受保人及該人士須提供一切本公司所需的資料及協助。

c) 有關下列索償，受保人必須提供：

第(I) 部分 – 保障受保汽車損失或損毀

1) 司機已妥為簽署的授權書
2) 司機的香港身份證副本
3) 司機的駕駛執照副本
4) 受保汽車之登記文件正背頁副本
5) 警方調查報告編號 / 報告及口供紙
6) 證人口供 / 司機口供
7) 酒精呼氣、唾液、血液或尿液測試報告副本（如有）
8) 顯示意外現場或涉及車輛之照片（如有）
9) 行車記錄儀之紀錄（如有）
10) 修理費用報價

第(II) 部分 – 保障第三者法律責任
及免費額外保障 - 電動汽車充電器第三者法律責任

1) 司機已妥為簽署的授權書
2) 司機的香港身份證副本
3) 司機的駕駛執照副本
4) 受保汽車之登記文件正背頁副本
5) 警方調查報告編號 / 報告及口供紙
6) 證人口供 / 司機口供
7) 酒精呼氣、唾液、血液或尿液測試報告副本（如有）
8) 顯示意外現場或涉及車輛之照片（如有）
9) 行車記錄儀之紀錄（如有）
10) 任何與第三者汽車 / 財產擁有人的通信（如有）
11) 任何與第三者受傷人士的通信（如有）

第(III) 部分 – 醫療費用賠償

1) 列明傷患及 / 或診斷的醫療費用收據正本
2) 警方調查報告編號 / 報告及口供紙
3) 證人口供 / 司機口供
4) 醫療報告 (如有)

免費額外保障 - 記名司機人身意外

1) 司機已妥為簽署的授權書
2) 司機的香港身份證副本
3) 司機的駕駛執照副本
4) 受保汽車之登記文件正背頁副本
5) 列明傷患及 / 或診斷結果的醫療報告
6) 警方調查報告編號 / 報告及口供紙
7) 證人口供 / 司機口供

免費額外保障 - 新換舊賠償

1) 司機已妥為簽署的授權書
2) 司機的香港身份證副本
3) 司機的駕駛執照副本
4) 受保汽車之登記文件正背頁副本
5) 警方調查報告編號 / 報告及口供紙
6) 證人口供 / 司機口供
7) 顯示過往購買受保汽車時其型號及所選配件清單之發票及單據副本
8) 顯示替代車輛型號及所選配件清單之新換舊報價及收據
9) 顯示受保汽車損毀程度的照片

10) 政府部門發出顯示事故日期和情況以及損失或損毀原因的事故報告 (如有)

免費額外保障 - 豁免擋風玻璃自負額保障

1) 受保汽車之登記文件正背頁副本
2) 清楚顯示破損擋風玻璃或車窗玻璃及有關車輛之彩色照片
3) 有關維修擋風玻璃或車窗玻璃的發票及收據正本

免費額外保障 - 因盜竊、搶劫、闖入或道路交通意外導致個人物品損失或損毀

1) 司機已妥為簽署的授權書
2) 司機的香港身份證副本
3) 司機的駕駛執照副本
4) 受保汽車之登記文件正背頁副本
5) 警方調查報告編號 / 報告及口供紙
6) 證人口供 / 司機口供
7) 顯示待索償的個人物品損毀程度的照片 (如有)
8) 任何待索償的個人物品以往購買時之發票 / 收據
9) 政府部門發出顯示事故日期和情況以及損失或損毀原因的事故報告 (如有)

Blue Cross 藍十字
An AIA Company 友邦保險成員公司

COMPREHENSIVE COVER

ENDORSEMENT

Notwithstanding anything to the contrary contained in the Policy, the terms and conditions of this endorsement ("**Endorsement**") shall be attached to and form part of the Policy and all other terms, conditions and exclusions of the Policy will remain unchanged and continue in full force. To the extent that any provision of the Policy is inconsistent with any provision of this Endorsement, the provisions of this Endorsement shall prevail.

Unless otherwise stated or the context otherwise requires, the terms and expressions used in this Endorsement shall have the same meaning as defined in the Policy.

With effect from the commencement date of the Period of Insurance as specified in the Policy Schedule, the following amendments are made in the Policy and applicable only if the "Operative Insurance Cover" in the Policy Schedule is stated to be "Comprehensive".

1. The following defined term shall be added in the Definitions section of the Policy:

   ""**Electric Car**" means an electric car propelled solely by electric power and does not emit any exhaust gas.";

   ""**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.";

   ""**NCD**" or "**Discount**" means the discount to be applied upon the renewal of the Policy for the immediately succeeding Period of Insurance pursuant to paragraph (16).";

   ""**Period of Insurance**" means the period specified as such in the Policy Schedule.";

   ""**Section (I) Insurance**" means the insurance as described in paragraph (5) of this Policy, subject to the terms and conditions hereof.";

   ""**Section (II) Insurance**" means the insurance as described in paragraph (9) of this Policy, subject to the terms and conditions hereof."; and

   ""**Section (III) Insurance**" means the insurance as described in paragraph (15) of this Policy, subject to the terms and conditions hereof.".

2. Any reference to "Section (I)", "Section (II)" and "Section (III)" in the Policy shall mean "Section (I) Insurance", "Section (II) Insurance" and "Section (III) Insurance", respectively.

3. The provisions of paragraph (7) (Special Exceptions to Section (I) Insurance) shall be deleted in their entirety and be replaced as follows:

   "**(7) SPECIAL EXCEPTIONS TO SECTION (I) INSURANCE**

   The Company will not be liable in respect of:

   (a) consequential loss;
   (b) depreciation wear and tear mechanical or electrical breakdown failure or breakage;
   (c) battery damage due to loss of capacity or loss of performance;
   (d) damage to tyres unless damage is caused to other parts of the Motor Car at the same time; and
   (e) any claims excesses applicable to Section (I) Insurance."

4. The provisions of sub-paragraph (17)(a)(ii) shall be deleted in their entirety and be replaced as follows:

"whilst on the Insured's order or with his permission or to his knowledge the Motor Car in respect of which indemnity is provided by this Policy is being used otherwise than in accordance with paragraph (4) (Limitations as to Use of the Motor Car), or being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;"

5. The provisions of sub-paragraph (17)(f) shall be deleted in their entirety and be replaced as follows:

"[DELETED]"

6. The provisions of sub-paragraphs (18)(e) and 18(f) shall be deleted in their entirety and be replaced as follows:

"(e) Any dispute, controversy, difference or claim arising out of or relating to this Policy, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. If the Company shall disclaim liability to the Insured for any claim hereunder, and such claim is not referred to arbitration under the provisions herein contained within twelve calendar months from the date of such disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

(f) This Policy is issued in Hong Kong and shall be governed and construed in accordance with the laws of Hong Kong."

7. The word "FREE" in the heading of paragraph (19) and sub-headings of sub-paragraph (21)c) of this Policy shall be deleted without replacement. For the avoidance of doubt, the offer of benefits under paragraph (19) and the conditions set out in sub-paragraph (21)c) under this Policy, as amended by this Endorsement, shall remain unchanged.

8. The provisions of sub-paragraph 19.1 (Personal Accident to the Named Driver) shall be deleted in their entirety and be replaced as follows:

"**19.1 Personal Accident to the Named Driver**

The Company will pay the corresponding amount of compensation prescribed below for death of, or bodily injury sustained by, the Named Driver if (a) the Named Driver is driving the Motor Car at the time of the accident; (b) such accident is caused by violent, accidental, external and visible means independently of any other causes, and (c) within three (3) calendar months of the occurrence of such accident, such accident directly results in any of the following on the Named Driver:

		Amount of Compensation
1	Death	HK$200,000
2	Total and irrecoverable loss of all sight in both eyes	HK$200,000
3	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	HK$200,000
4	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	HK$200,000
5	Total and irrecoverable loss of all sight in one eye	HK$100,000
6	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	HK$100,000

provided that:

1. for each accident, compensation is only payable under one of the above six items; and for each Period of Insurance, the aggregate liability of the Company should not exceed the sum of HK$200,000;
2. the Named Driver is not above 80 years old at the time of such accident;
3. no compensation shall be payable in respect of death or bodily injury directly or indirectly, wholly or in part arising or resulting from:
   a. intentional self-injury, suicide (whether felonious or not) or attempted suicide, physical defect or infirmity; or
   b. an accident happening whilst the Named Driver is driving under the influence of intoxicating liquor or drugs;
4. in respect of bodily injury, compensation shall be payable to the Named Driver; and in respect of death, compensation shall be payable to the Named Driver's legal personal representative, whose receipt shall be a full and final discharge of the Company's liability; and
5. the driving of the Motor Car at the time of such accident should be within the limitations set out in paragraph (4) (Limitations as to Use of the Motor Car)."

9. The provisions of sub-paragraph 19.3 (New for Old Replacement Vehicle) shall be deleted in their entirety and be replaced as follows:

"**19.3 New for Old Replacement Vehicle**

If the Motor Car sustains a total loss, the Company will pay for the replacement cost of the Motor Car with another car of the same make and model without deducting any depreciation, if:

A) the Motor Car is an Electric Car:
   (i) the Insured is the first or second registered owner of the Motor Car (that is, the number of "Previous Owner" as shown on the vehicle registration document of the Motor Car must be either 0 or 1);
   (ii) the first or second registration of the Motor Car with the Transport Department of Hong Kong is made within twelve (12) months from the date of manufacture of the Motor Car; and
   (iii) the total loss occurs within thirty-six (36) months of the first registration of the Motor Car with the Transport Department of Hong Kong;

B) the Motor Car is non-Electric Car:
   (i) the Insured is the first registered owner of the Motor Car (that is, the number of "Previous Owner" as shown on the vehicle registration document of the Motor Car must be 0);
   (ii) the first registration of the Motor Car with the Transport Department of Hong Kong is made within twelve (12) months from the date of manufacture of the Motor Car; and
   (iii) the total loss occurs within twelve (12) months of the first registration of the Motor Car with the Transport Department of Hong Kong;

provided that:

a) the same make and model of the Motor Car is available in Hong Kong;
b) the cost incurred in respect of any modifications of the Motor Car will be deducted from the replacement cost payable by the Company, unless such modification is performed by the Motor Car's manufacturer and the value of such modification is insured under the Policy;
c) the cost incurred in respect of any additional accessories and equipment of the Motor Car will be deducted from the replacement cost payable by the Company, unless such additional accessory or equipment is installed by the Motor Car's manufacturer and the value of such additional accessory or equipment is insured under the Policy;
d) the net purchase price of the replacement car should not exceed the insured value of the Motor Car; and
e) the written consent of the Company must be obtained before the Insured replaces the Motor Car.

However, if the Insured chooses not to replace the Motor Car or a replacement car of the same make and model is not available, the Company will pay the Insured in accordance with Section (I) Insurance (Against Loss of or Damage to the Motor Car) of the Policy, and the Company is not obliged to pay for the replacement cost of the Motor Car under this sub-paragraph 19.3."

10. The provisions of sub-paragraph 19.4 (Windscreen Excess Waiver Benefit) shall be deleted in their entirety and be replaced as follows:

"**19.4 Windscreen Excess Waiver Benefit**

If any glass in the windscreen or the windows of the Motor Car is broken by accident (excluding any cosmetic damage or defects of manufacture), the Company will pay for the costs of repair or replacement of such broken glass up to HK$10,000 per accident, and waive any policy excess, provided that there is no other damage to the Motor Car and such repair or replacement is done by the a motor vehicle windscreen repairer designated by the Company. The Company reserves the right to change the designated motor vehicle windscreen repairer(s) from time to time without prior notice. The updated list of designated motor vehicle windscreen repairer(s) will be made available on the Company's website for reference.

For the purpose of determining the Insured's entitlement to "No Claims Discount" under sub-paragraph 19.2, any claim paid by the Company under this sub-paragraph 19.4 will not be included in the calculation of total claims incurred. The Company's payment of a claim under this sub-paragraph 19.4 will not affect the Insured's claim record under the Policy if required to be disclosed by other insurance companies."

11. The provisions of sub-paragraph 19.5.5 (Alternate Vehicle) shall be deleted in their entirety and be replaced as follows:

"**19.5.5 Alternate Vehicle**

If the Motor Car is:

(a) immobilized due to an accident (other than mechanical breakdown) which requires a repair at a garage/ workshop exceeding forty-eight (48) hours from the time of the accident, and the towing of the Motor Car is either directly arranged by the 24-Hour Emergency Roadside Assistance Service Centre or the Insured has obtained the prior consent from the 24-Hour Emergency Roadside Assistance Service Centre before arranging the towing of the Motor Car by any other party; or

(b) discovered stolen and is not found within forty-eight (48) hours after such discovery, and a police statement confirming the date and time of loss is produced,

(A) at the request of the Insured, the 24-Hour Emergency Roadside Assistance Service Centre will arrange for an alternate vehicle of similar make and model through an independent car rental contractor nominated by the Company with the rental cost covered by the Policy, from the time of towing or discovery of loss of the Motor Car, until the Motor Car is first handed over to the Insured in normal condition, provided that:

(i) the 24-Hour Emergency Roadside Assistance Service Centre has the discretion to determine the make and model of the alternate vehicle to be provided, and the make and model of such alternate vehicle may not be identical to the Motor Car;

(ii) the Company and the 24-Hour Emergency Roadside Assistance Service Centre will not be responsible for the delivery of the alternate vehicle to the Insured or the Named Driver;

(iii) only the Insured or the Named Driver can be registered as the driver of the alternate vehicle;

(iv) the Insured and the Named Driver must comply with the terms and conditions of the independent car rental contractor;

(v) the Insured should bear the cost of any collision, damage, charge, optional and additional insurance, cost of fuel and/or liability involving the alternate vehicle (if any);

(vi) the Insured should be responsible for twenty percent (20%) of the total rental costs of the alternate vehicle; and

(vii) the maximum aggregate liability of the Company under sub-paragraph 19.5.5 (A) for car rental cost is HK$6,000 per accident, with a daily limit of HK1,000,

(B) alternatively, if the Insured has not requested for the supply of an alternate vehicle under sub-paragraph 19.5.5 (A) for such accident, the Company will pay for the taxi fees incurred by the Insured from the time of towing or discovery of loss of the Motor Car, until the Motor Car is first handed over to the Insured in normal condition or the maximum aggregate liability of the Company under (iv) below has been reached (whichever is earlier), provided that:

(i) the Insured provides all relevant taxi receipts to the Company;
(ii) the Company and the 24-Hour Emergency Roadside Assistance Service Centre will not be responsible for the reservation and availability of taxi service;
(iii) the Insured should be responsible for twenty percent (20%) of the total taxi fees incurred; and
(iv) the maximum aggregate liability of the Company under sub-paragraph 19.5.5 (B) for taxi fee is HK$3,000 per accident."

12. The provisions of sub-paragraph 19.7 (Electric Car Charger Third Party Liabilities Protection) shall be deleted in their entirety and be replaced as follows:

"**19.7 Electric Car Charger Third Party Liabilities Protection**

Subject to the policy limits of liability, the Company will indemnify the Insured and/or the Insured Driver (as the case may be) against all sums (including claimant's costs and expenses) which the Insured and/or such Insured Driver (as the case may be) shall become legally liable to pay and other costs and expenses incurred by or on behalf of the Insured and/or such Insured Driver (as the case may be) with the Company's written consent in respect of:

(i) damage to third party property; or
(ii) death of or bodily injury to any person who is not, at the time of death or bodily injury, (i) a member of the Insured or the Insured Driver's Family Members; (ii) in charge or under the control of the Insured or the Insured Driver, (iii) acting on behalf of the Insured or the Insured Driver, or (iv) engaged in the service of the Insured or the Insured Driver (except injury for which compensation is being claimed by the injured person or any dependent from the Insured and/or the Insured Driver under the Employees' Compensation Ordinance (Cap. 282 of the Laws of Hong Kong),

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

The maximum aggregate liability of the Company under sub-paragraph 19.7 is HK$20,000,000 per accident and per Period of Insurance.

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

Solely for the purpose of sub-paragraph 19.7, "Electric Car charger" means a public or private Electric Car charger installed by licensed electrician within the Geographical Area, and "Family Members" means spouse, children, parents, parents-in-law, siblings, grandparents and grandchildren.

Paragraphs (9) to (13) in respect of Section (II) Insurance apply to this sub-paragraph 19.7."

13. The provisions below shall be added as sub-paragraph 19.8 (Electric Car Charger Damage) of the Policy:

"**19.8 Electric Car Charger Damage**

In the event of accidental damage to the Electric Car charger of the Motor Car, the Company will pay for the actual costs incurred to repair or replace such damaged Electric Car charger, subject to the maximum limit of indemnity of HK$6,000 per accident and per Period of Insurance.

For the purpose of determining the Insured's entitlement to "No Claims Discount" under sub-paragraph 19.2, any claim paid by the Company under sub-paragraph 19.8 will not be included in the calculation of total claims incurred under sub-paragraph 19.2.

Solely for the purpose of this sub-paragraph 19.8, "Electric Car charger" means a private Electric Car charger installed by licensed electrician within the Geographical Area which is owned by the Insured."

14. The provisions below shall be added as sub-paragraph 19.9 (Key Replacement) of the Policy:

"**19.9 Key Replacement**

If the key of the Motor Car is damaged or lost as a result of theft, robbery or break-in, the Company will reimburse the Insured for the amount actually paid to the manufacturer or the car dealer of the Motor Car to produce a new key of the Motor Car, provided that:

(i) a police statement confirming the date and time of loss is produced; and
(ii) the Insured should be liable for ten percent (10%) of adjusted loss for every claim made under this benefit.

The maximum aggregate liability of the Company under this sub-paragraph 19.9 is HK$4,000 per accident and per Period of Insurance.

For the purpose of determining the Insured's entitlement to "No Claims Discount" under this sub-paragraph 19.2, any claim made under this sub-paragraph 19.9 will not be taken into account in the calculation of total claims incurred under this sub-paragraph 19.2."

15. The provisions below shall be added as sub-paragraph 19.10 (Nil Depreciation on Repairs) of the Policy:

"19.10 Nil Depreciation on Repairs

If the repair on the Motor Car is completed by a motor vehicle repairer designated by the Company as a result of damage to the Motor Car which occurred within the first six (6) years from the year of manufacture printed on the vehicle registration document issued by the Transport Department of Hong Kong, the Company agrees to reimburse the Insured for the costs incurred in repairing the Motor Car and replacing the spare parts (subject to the claims excesses applicable to Section (I) Insurance of the Policy as specified in the Policy Schedule) without deducting any depreciation. The Company reserves the right to change the designated motor vehicle repairers from time to time without prior notice. The updated list of designated motor vehicle repairers will be made available on the Company's website for reference."

16. The provisions of paragraph (20) (Extension of Own Damage Coverage in Guangdong Province, PRC (Optional Benefit)) shall be deleted in their entirety and be replaced as follows:

"**(20) Extension of Own Damage Coverage in the Guangdong Province and the Macao Special Administrative Region (applicable only if specified in the Policy Schedule)**

In consideration of the payment of additional premium, it is agreed that notwithstanding the general exception as stated in paragraph 17(a)(i), Section (I) Insurance (Against Loss of or Damage to the Motor Car) of this Policy is extended to cover the Insured for loss of or damage to the Motor Car, its accessories and/or its spare parts incurred or sustained in the geographical area of the Guangdong Province and the Macao Special Administrative Region of the People's Republic of China.

It is expressly declared that this extension shall not in any event apply to Section (II) Insurance (Against Third Party Legal Liabilities) and Section (III) Insurance (Indemnity of Medical Expenses)."

Except as herein stated, all other terms and conditions as stated in the Policy shall remain unchanged. In case of any discrepancy or conflict between the English and the Chinese versions of the Endorsement, the English version shall prevail.

Blue Cross 藍十字
An AIA Company 友邦保險成員公司

綜合保險
批註

儘管本保單有任何相反規定，本批註的條款及細則（「**批註**」）附於及構成本保單的一部分，本保單的所有其他條款、條件和不保事項將維持不變。倘本保單的任何條款與本批註的任何條款不一致，則以本批註之條款為準。

除非另有說明或文意另有規定，否則本批註內所用之詞語及細則之釋義與本保單所定義的釋義相同。

由保單資料頁內所列之受保期開始日起，保單作出以下修訂，且只適用於保單資料頁上的「適用承保範圍」指定為「綜合保險」的保單。

1. 本保單的「釋義」部分應加入以下定義：

"「**電動汽車**」指僅由電力驅動且不排放任何廢氣的電動汽車。"；

"「**香港**」指中華人民共和國香港特別行政區。"；

"「**折扣**」指根據第(16)段於本保單緊接其後之下一個受保期續保時適用之折扣。"；

"「**受保期**」指保單資料頁所列的受保期。"；

"「**第(I)部分保險**」指本保單第(5)段所述之保險，並受本保單條款及細則約束。"；

"「**第(II)部分保險**」指本保單第(9)段所述之保險，並受本保單條款及細則約束。"；及

"「**第(III)部分保險**」指本保單第15段所述之保險，並受本保單條款及細則約束。"

2. 本保單中任何提及「第(I)部分」、「第(II)部分」及「第(III)部分」者，均分別指「第(I)部分保險」、「第(II)部分保險」及「第(III)部分保險」。

3. 第(7)段「適用於第(I)部分保險的特別不保事項」的條款將被完全地刪除，及取代如下：

"**(7) 適用於第(I)部分保險的特別不保事項**

本公司將不負責賠償：

(a) 後果損失；
(b) 折舊、自然損耗、機件或電器故障、失靈或破損；
(c) 因容量損失或性能下降而導致的電池損壞；
(d) 輪胎受損，除非受保汽車其他部分同時受損；及
(e) 任何適用於第(I)部分保險的索償自負額。"

4. 第17(a)(ii)分段的條款將被完全地刪除，及取代如下:

"在獲受保人指示、許可或在其知情的情況下，與本保單所提供的賠償有關的受保汽車在並非遵照本保單第(4)段「受保汽車使用限制」的情況下使用，或由並非受保司機的人士駕駛、或在非受保司機的指揮下由其他人士駕駛；"

5. 第17(f)分段的條款將被完全地刪除，及取代如下:

"[已刪除]"

Blue Cross 藍十字
An AIA Company 友邦保險成員公司

6. 第(18)(e)及第(18)(f)分段的條款將被完全刪除，及取代如下:

"(e) 凡因本保單所引起的或與之相關的任何爭議、糾紛、分歧或索賠，包括合同的存在、效力、解釋、履行、違反或終止，或因本保單引起的或與之相關的任何非合同性爭議，均應提交由香港國際仲裁中心管理的機構仲裁，並按照提交仲裁通知時有效的《香港國際仲裁中心機構仲裁規則》最終解決。如本公司對於根據本保單作出的索償向受保人表明本公司不承擔責任，而該索償並未在上述不承擔責任的聲明後 12 個公曆月內根據本保單規定提交仲裁，則就各方面而言，該索償當作已被放棄，以後不得根據本保單進行追討。

(f) 本保單於香港簽發，並受香港法律規管並按其詮釋。"

7. 本保單的第 (19) 段的標題及第 (21)c) 分段的副標題中所載的「免費」一詞，應予刪除，且無需以其他詞語替代。為免存疑，經本批註修訂之第 (19) 段所提供的保障，以及第 (21) c) 分段所訂的條件，均維持不變。

8. 第 19.1 分段「記名司機人身意外」的條款將被完全地刪除，及取代如下:

"19.1 記名司機人身意外

本公司會按照下列列明的賠償額，就記名司機之身故或所遭受的身體傷害支付賠償，如果: (a) 該記名司機在意外發生時是受保汽車的駕駛者；(b) 該意外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；及(c) 於發生該意外後三(3)個日曆月內，該意外直接造成該記名司機以下任何情況：

		賠償額
1	身故	HK$200,000
2	雙目完全失明及無法治癒	HK$200,000
3	雙手手腕或其以上位置或雙腳腳踝或其以上位置截肢或一隻手手腕或其以上位置及一隻腳腳踝或其以上位置截肢而完全喪失雙手或雙腳或一隻手及一隻腳	HK$200,000
4	一隻手手腕或其以上位置或一隻腳腳踝或其以上位置截肢而完全喪失一隻手或一隻腳及一隻眼睛完全失明並無法治癒	HK$200,000
5	一隻眼睛完全失明及無法治癒	HK$100,000
6	一隻手手腕或其以上位置或一隻腳腳踝或其以上位置截肢而完全喪失一隻手或一隻腳	HK$100,000

前提是：

1. 就每宗意外，僅會就上述六項中的其中一項支付賠償；且就每一受保期，本公司的累積賠償額不得超過HK$200,000；
2. 記名司機在該意外發生時年齡不超過80歲;
3. 不會就直接或間接、完全或部分因下列情況引起或導致的身故或身體傷害支付賠償:
   a. 蓄意自我傷害、自殺 (無論是否屬嚴重罪行)或企圖自殺、身體缺陷或體弱 ; 或
   b. 記名司機在令人醺醉的酒精或藥物影響下駕駛時所發生的意外 ;
4. 就身體傷害而言，賠償額必須直接支付予記名司機；就身故而言，賠償額必須直接支付予記名司機的法定遺產代理人，而其收到賠償後即代表本公司的責任全部及完全地解除; 及
5. 意外發生時，受保汽車的駕駛符合第4段「受保汽車使用限制」規定的限制。"

9. 第 19.3 分段「新換舊賠償」的條款將被完全地刪除，及取代如下:

"19.3 新換舊賠償

如受保汽車遭完全損毀，本公司為受保人支付重置相同牌子及型號車輛的費用，而且不會扣除任何折舊率，如:

A) 受保汽車是電動汽車:
   (i) 受保人是受保汽車首任或第二任登記車主（即受保汽車之車輛登記文件所列的"前任車主"數目必須為 0 或 1）;
   (ii) 受保汽車須於出廠日後 12 個月內在香港運輸署首次或第二次登記；及
   (iii) 受保汽車在香港運輸署首次登記後36 個月內發生意外而遭完全損毀；

B) 受保汽車不是電動汽車:
   (i) 受保人是受保汽車首任登記車主（即受保汽車之車輛登記文件所列的"前任車主"數目必須為 0）;
   (ii) 受保汽車須於出廠日後 12 個月內在香港運輸署首次登記；及
   (iii) 受保汽車在香港運輸署首次登記後12 個月內發生意外而遭完全損毀；

及需符合下列條件：

a) 受保汽車之相同牌子及型號仍在香港有售；
b) 受保汽車的任何改裝裝置所產生的費用一律將從本公司應付的重置車輛的費用內扣除；除非該改裝由受保汽車製造商裝置，且該改裝的價值受保於本保單；
c) 受保汽車的任何附加配件及設備所產生的費用一律將從本公司應付的重置車輛的費用內扣除；除非該附加配件或設備由受保汽車製造商裝置，且該附加配件或設備的價值受保於本保單；
d) 重置新車的淨購價不可超過受保汽車的投保額；及
e) 在受保人重置車輛前，必須取得本公司書面同意。

然而，假如受保人選擇不重置汽車或相同牌子及型號的汽車缺貨，本公司將依照本保單第 (I) 部分保險(保障受保汽車損失或損毀)賠償受保人，且本公司不須根據本第 19.3分段支付重置車輛的費用。"

10. 第 19.4 分段「豁免擋風玻璃自負額保障」的條款將被完全地刪除，及取代如下:

"19.4 豁免擋風玻璃自負額保障

如受保汽車的任何擋風玻璃或車窗玻璃因意外破損（不包括任何裝飾性損毀或製造缺陷），在受保汽車沒有其他損毀及該維修或更換由本公司指定的汽車擋風玻璃維修商進行的前提下，本公司將支付該破損玻璃的維修或更換費用，每次意外的最高賠償限額為HK$10,000，並豁免任何保單自負額。本公司保留隨時更改指定汽車擋風玻璃維修商的權利，恕不另行通知。最新的指定汽車擋風玻璃維修商名單將會上載於本公司網站以供參考。

為決定受保人是否享有第 19.2分段下的「無索償折扣保障」，本公司根據本第19.4分段下賠償的任何索償均不會被計入於總索償額內。若其他保險公司要求提供索償紀錄，本公司於本第19.4分段所支付的索償均不會影響受保人於本保單下的索償紀錄。"

11. 第 19.5.5 分段「替代車輛」的條款將被完全地刪除，及取代如下:

"19.5.5 替代車輛

如受保汽車：

(a) 因意外 (機件故障除外) 而無法開動，必須在維修商 / 維修中心進行維修，而所需的時間為該意外發生後超過四十八(48)小時；並由 24 小時道路緊急支援服務中心直接安排拖走受保汽車，或受保人事先獲得 24 小時道路緊急支援服務中心的同意下安排任何其他方拖走受保汽車；或

(b) 被發現遭盜竊，而且並未在四十八(48)小時內尋回，而提供向警方報失的口供報告，確認失車的日子及時間，

(A) 在受保人的要求下，24小時道路緊急支援服務中心將安排由本公司指定的獨立租車公司提供與受保汽車相似牌子及型號的汽車暫時代用，由本保單涵蓋租車費用，由受保汽車被拖走或被發現遭盜竊起，直至受保汽車狀態正常並且首次交還給受保人，但需符合下列條件：

(i) 24 小時道路緊急支援服務中心有酌情權決定替代車輛的牌子及型號，且替代車輛的牌子及型號未必與受保汽車相同；
(ii) 本公司及 24 小時道路緊急支援服務中心恕不負責將替代車輛交送至受保人或記名司機；
(iii) 只有受保人或記名司機才可登記為替代車輛的司機；
(iv) 受保人及記名司機必須遵照獨立租車公司的條款及細則；
(v) 任何涉及替代車輛所引致的碰撞、損毀、費用、自選和額外保險、燃料費用及/或任何責任(如有)，均由受保人承擔；
(vi) 受保人須負擔替代車輛租賃費用總額之兩成(20%)；及
(vii) 本公司根據第 19.5.5(A)分段就每宗意外實際所產生的租賃費用所承擔的最高賠償額為 HK$6,000，惟每日上限不超過 HK$1,000，

(B) 或如受保人沒有就該意外根據第19.5.5(A)分段要求提供替代車輛，本公司可支付受保人由受保汽車被拖走或被發現遭盜竊起計直至受保汽車狀態正常並且首次交還給受保人，或總賠償額已達本公司按以下第(iv)部分的最高賠償額(以較早者為準)期間所招致的計程車費用，但需符合下列條件：

(i) 受保人向本公司提供所有相關計程車收據證明；
(ii) 本公司及 24 小時道路緊急支援服務中心恕不負責計程車服務的預約及供應；
(iii) 受保人須負擔計程車費用所產生總額之兩成(20%)；及
(iv) 本公司根據第 19.5.5(B)分段就每宗意外實際所產生的計程車費用所承擔的最高賠償額為 HK$3,000。"

12. 第 19.7 分段「電動汽車充電器第三者法律責任」的條款將被完全地刪除，及取代如下:

"19.7 電動汽車充電器第三者法律責任

受限於保單責任限額，本公司將賠償受保人及 / 或受保司機(視情況而定)所有須依法承擔的費用(包括申索人訟費及支出)，以及經本公司書面同意由或代受保人及 / 或受保司機(視情況而定)產生的以下的開支及費用：

(i) 第三者財產損毀；或
(ii) 任何人士身故或身體遭受傷害，而該人士身故或身體遭受傷害時，並非(i)受保人或受保司機的家庭成員，(ii)負責受保人或受保司機,或受受保人或受保司機控制，(iii)代表受保人或受保司機行事，或(iv)為受保人或受保司機服務 (傷者或其任何受養人根據香港法例第 282 章《僱員補償條例》要求受保人及 / 或受保司機賠償的身體傷害除外) ，

而該損毀、身故或身體傷害因直接及適當使用電動汽車充電器為受保汽車充電而在本地區內發生的意外導致。

本公司根據第19.7分段就每宗意外及每個受保期的最高賠償額為HK$20,000,000。

就因任何意外引起的第三者財產損毀賠償責任，本公司將不承擔有關索償的首HK$5,000。

僅就第19.7分段而言，「電動汽車充電器」是指在本地區內由持牌電工安裝的公共或私人電動汽車充電器，

及「家庭成員」是指配偶、子女、父母、配偶的父母、兄弟姊妹、祖父母及孫。

就第(II)部分保險的第(9) 至 (13) 段適用於本第19.7分段。”

13. 以下條款將作為第 19.8 分段「電動汽車充電器」新增於本保單內:

“19.8 **電動汽車充電器損毀**

如受保汽車的電動車充電器因意外損壞，本公司將支付修理或更換該損壞電動車充電器實際產生的費用，受限於每宗意外及每個受保期的最高賠償額為HK$6,000。

為決定受保人是否享有第 19.2分段下的「無索償折扣保障」，本公司根據第19.8分段下賠償的任何索償均不會被計入於第 19.2 分段所產生的總索償額內。

僅就本第 19.8 分段而言，「電動汽車充電器」是指在本地區內由持牌電工安裝及為受保人擁有的私人電動汽車充電器。”

14. 以下條款將作為第 19.9 分段「更換車匙」新增於本保單內:

“19.9 **更換車匙**

若受保汽車的車匙因盜竊、搶劫或爆竊損毀或損失，本公司將賠償受保人向受保汽車製造商或代理商實際支付的更換車匙費用，但需符合下列條件：

(i) 出示確認損失的日子及時間的警察口供紙；及

(ii) 受保人須承擔於此保障下每宗索償的經評定後損失之一成(10%)。

本公司根據本第 19.9分段就每宗意外及每個受保期所承擔的最高賠償額為HK$4,000。

為決定受保人是否享有第 19.2分段下的「無索償折扣保障」，本公司根據本第 19.9分段下賠償的任何索償均不會被計入第 19.2 分段所產生的總索償額內。

15. 以下條款將作為第 19.10 分段「零折舊率修理賠償」新增於本保單內:

“19.10 **零折舊率修理賠償**

若受保汽車於自香港運輸署發出的車輛登記文件所印的製造年份起計六(6)年內遭損毀，並由本公司指定的汽車維修商進行維修，本公司同意賠償受保人維修受保汽車和更換零件所產生的費用(除任何於保單資料頁內列明適用於保單第(I)部分保險的索償自負額外)，而不會扣除任何折舊額。本公司保留隨時更改指定汽車維修商的權利，恕不另行通知。最新的指定汽車維修商名單將會上載於本公司網站以供參考。”

16. 第(20)段「在中華人民共和國廣東省損毀伸延保障 (自選保障) 」的條款將被完全地刪除，及取代如下:

“(20) **在廣東省及澳門特別行政區損毀伸延保障 (保單資料頁內列明方適用)**

鑒於繳付額外保費作為代價，本公司同意儘管有第17(a)(i)段的一般不保事項，本保單第一部分保險「保障受保汽車損失或損毀」的保障範圍延伸保障受保人於中華人民共和國廣東省境內及澳門特別行政區內駕駛受保汽車時，受保汽車、其配件及/或其零件所產生或遭受的損失或損毀。

特此聲明，本延伸保障在任何情況下均不適用於第(II)部分保險「保障第三者法律責任」及第(III)部分保險「醫療費用賠償」。”

除本文另有規定外，本保單列明的所有其他條款和條件均保持不變。如本批註的中文及英文版本存有任何差異或衝突，概以英文版本為準。