

Motor Trade Insurance Policy

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

IMPORTANT NOTICE

APPROVED MOTOR VEHICLE REPAIR CLAUSE: (APPLICABLE TO SECTION (I) OF THIS POLICY)

The Insurers have the final discretion in the selection of motor repairer and shall not be liable for any repair costs (including towing, storage or any incidental expenses) of the damaged Motor Vehicle unless the motor repairer is:

- (A) the sole agent or manufacturer of the Motor Vehicle, or
- (B) approved by the Insurers.

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

(1) INSURING CLAUSE

The Insured and the Insurers agree:

- (A) the Proposal and Declaration is incorporated in and is the basis of this insurance contract;
- (B) the Insured shall pay the Premium specified in the Schedule;
- (C) the Insurers shall provide the insurance subject to the terms and conditions of the Policy in respect of any Event occurring during the Period of Insurance;
- (D) the following shall be conditions precedent to any liability of the Insurers:
 - (I) observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any other person claiming to be indemnified; and
 - (II) the truth of the contents and statements in the Proposal and Declaration.

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

(2) GENERAL DEFINITIONS

For the purpose of this Policy:

- (A) "The Insurers" means **Zurich Insurance Company Ltd**
- (B) "Event" means any one event or series of events arising out of one common cause or source in connection with the Insured Motor Vehicle.
- (C) "Geographical Area" means the territories of Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the Insured Motor Vehicle by sea (including incidental loading or unloading) by a craft designed for the carriage of motor vehicles.
- (D) "The Insured" means the person specified as such in the Schedule.
- (E) "The Insured Driver" means the person as defined in paragraphs 3(A)(II), 3(B)(II) or 3(C) of this Policy.
- (F) "The Insured Motor Vehicle" means the motor vehicle as defined in paragraphs 3(A)(I) or 3(B)(I) of this Policy.
- (G) "This Policy" means this Motor Trade Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (H) "The Proposal and Declaration" means any signed enrollment form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (I) "The Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.
- (J) In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

(3) POLICY OPERATIVE TIME

- (A) Where the "Policy Operative Time" is stated in the Schedule to be "Trade Plat Cover":
 - (I) the "Insured Motor Vehicle" means any motor vehicle (the property of the Insured or which is in the Insured's custody or control and for which the Insured is responsible) which at the time bears the Insured Trade Plate specified in the Schedule;
 - (II) the "Insured Driver" means the Insured or an employee of the Insured driving the Insured Motor Vehicle on the Insured's order or with his permission;
 - (III) where the Schedule additionally specifies that insurance is extended to include "Demonstration Risks", the definition of "Insured Driver" also extends to include any other person driving the Insured Motor Vehicle (as defined in paragraph 3(A)(I) hereof) on the Insured's order or with his permission and in the immediate company of the Insured or an employee of the Insured.
- (B) Where the "Policy Operative Time" is stated in the Schedule to be "Named Insured Cover":
 - (I) the "Insured Motor Vehicle" means any motor vehicle which at the time is being driven by the Insured or is in his immediate custody or control;
 - (II) the "Insured Driver" means the Insured;
 - (III) where the Schedule additionally specifies that insurance is extended to include "Demonstration Risks", the "Insured Driver" means the Insured or any other person driving the Insured Motor Vehicle (as defined in paragraph 3(B)(I) hereof) with the Insured's permission and in the immediate company of the Insured.
- (C) The provisions of paragraphs 3(A) and 3(B) hereof are subject to:
 - (I) insurance cover is operative only when the Insured Motor Vehicle is used for Motor Trade purposes in connection with the Insured's business and is on the road or is temporarily garaged during the course of a journey elsewhere than in any premises owned by or in the usual occupation of the Insured; and
 - (II) the Insured Driver in all cases must hold a valid licence to drive the Insured Motor Vehicle or has held and is not disqualified from holding or obtaining such a licence, the term "licence" being taken to mean a licence or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.

(4) OPERATIVE INSURANCE COVER

Subject always to the provisions of paragraph (3):

- (A) where the "Terms of Cover" in the Schedule is stated to be "Comprehensive", sections (I) and (II) of this Policy are operative;
- (B) where the "Terms of Cover" in the Schedule is stated to be "Third Party Only", only section (II) of this Policy is operative.

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

- (A) The Insurers shall indemnify the Insured against loss of or damage to the Insured Motor Vehicle and/or its accessories and/or its spare parts whilst thereon. The Insurers may, at their option, repair reinstate or replace the Insured Motor Vehicle and /or its accessories and/or its spare parts or pay in cash the amount of such loss or damage, provided that the Insurers' indemnity pursuant to this paragraph 5(A) is limited to:
 - (I) the reasonable market value of the Insured Motor Vehicle at the time of its loss or damage; or
 - (II) the amount specified in the Schedule as "**Section (I) Policy Indemnity Limit**" whichever is the lesser amount.
- (B) If the Insured Motor Vehicle is disabled by reason of loss or damage insured by the Policy, the Insurers shall additionally pay the reasonable cost of protection and removal of the Insured Motor Vehicle to the nearest repairer and redelivery after repair to the Insured's address within the Geographical Area where the loss or damage was sustained provided that the amount recoverable hereunder shall not exceed 20% of the agreed cost of repairs to the Insured Motor Vehicle.
- (C) In the event of loss of or damage to the Insured Motor Vehicle 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 Insured Motor Vehicle is held for repair or in the event of the Insurers exercising the option to pay in cash the amount of the loss or damage the liability of the Insurers in respect of any such part shall be limited to the price quoted in the latest catalogue or price-list issued by the manufacturer or his agents for the Geographical Area in which the Insured Motor Vehicle is held for repair or, if no such catalogue or price list exists, the price last obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the Geographical Area in which the Insured Motor Vehicle is held for repair and the amount of the relative import duty and the reasonable cost of fitting such part.
- (D) Where repair cost to the Insured Motor Vehicle is the subject of a claim under section (I), the Insurers shall have a right of veto concerning a proposed place of repair or repair firm.

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

The Insurers shall not be liable in respect of:

- (A) consequential loss;
- (B) depreciation wear and tear mechanical or electrical breakdown failure or breakage;
- (C) damage to tyres unless damage is caused to other parts of the Insured Motor Vehicle at the same time;
- (D) damage caused by overloading or strain;
- (E) loss of or damage to accessories or spare parts by theft or attempted theft unless the Insured Motor Vehicle is stolen at the same time; and
- (F) any claims excess applicable to section (I).

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

- (A) In respect of any Event giving rise to a claim under this Policy for loss of or damage to the Insured Motor Vehicle, the Insurers shall not be liable for the first amount of such claim specified in the Schedule as "**Section (I) Claims Excess**".
- (B) If the expenditure incurred by the Insurers shall include any amount for which the Insurers is not liable pursuant to paragraph 7(A), the Insured shall forthwith repay such amount to the Insurers.
- (C) The provisions of paragraph 7(A) shall not apply to loss of or damage to the Insured Motor Vehicle caused by fire self-ignition lightning or explosion which arises independently and not out of any preceding accident involving the Insured Motor Vehicle.

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

Subject to this Policy Limits of Liability Conditions and Exceptions, the Insurers shall indemnify the Insured and/or any 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 Insurers' written consent in respect of:

- (A) death of or bodily injury to any person; and/or
- (B) damage to property;

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

(9) POLICY LIMITS OF LIABILITY APPLICABLE TO SECTION (II) INSURANCE

- (A) The Insurers' 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 Insurers' written consent arising out of any Event is limited to:
 - (I) in respect of death of or bodily injury to any person pursuant to paragraph 8(A), the amount specified in the Schedule as "**Policy Liability Limit "Third Party Death or Bodily Injury"**"; and

(II) in respect of damage to property pursuant to paragraph 8(B), the amount specified in the Schedule as **Policy Liability Limit "Third Party Property Damage"**.

Where this Policy insures more than one Insured Motor Vehicle, the limitations of the Insurers' indemnity shall nevertheless apply irrespective of the number of Insured Motor Vehicles 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 Insurers' indemnity specified in paragraph 9(A) shall apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the Insured.
- (C) At any time after the happening of any Event giving rise to a claim or a series of claims under section (II), the Insurers may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Insurers' liability specified in paragraph 9(A) (after the deduction of any sums already paid) or any lesser amount for which such claim or claims can be settled and the Insurers 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 Insured in connection with such defence settlement or proceedings or of the Insurers relinquishing such conduct nor shall the Insurers 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.

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

- (A) In the event of the death of any person entitled to indemnity under section (II), the Insurers shall in respect of the liability incurred by such person indemnify his legal personal representative in terms of and subject to the limitations of this insurance which apply to such person.
- (B) The Insurers may at their 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).

(11) SPECIAL EXCEPTIONS TO SECTION (II) INSURANCE

The Insurers shall not be liable:

- (A) to indemnify any person claiming to be indemnified:
- (I) unless such person shall observe fulfil and be subject to the terms and conditions of this Policy in so far as they can apply; or
 - (II) if such person is entitled to indemnity under any other insurance policy;
- (B) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
- (I) any person (including the Insured) claiming to be indemnified under section (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 the Insured Motor Vehicle as defined in paragraph 3(A)(I) or paragraph 3(B)(I);
- (D) in respect of damage to property being conveyed by the Insured Motor Vehicle or 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);
- (E) in respect of loss of or damage by vibration or by the weight of the Insured Motor Vehicle and/or of the load carried by the Insured Motor Vehicle to any bridge weighbridge viaduct road or anything beneath;
- (F) 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;
- (G) any claims excess applicable to section (II);
- (H) any liability whilst the Insured Motor Vehicle is driven within any area to which Hong Kong Airport (Restricted Areas) Regulations apply except in so far as may be necessary solely to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance.

(12) 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 Insurers shall not be liable for the first amount of such claim specified in the Schedule as **"Third Party Property Damage Excess"**.
- (B) If the expenditure incurred by the Insurers resulting from a claim includes the amount for which the Insurers is not liable pursuant to paragraph 12(A), the Insured shall forthwith repay such amount to the Insurers.

(13) AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

(14) GENERAL EXCEPTIONS

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

- (A) any accident loss damage or liability caused sustained or incurred outside the Geographical Area;
- (B) any accident loss damage or liability caused sustained or incurred whilst on the Insured's order or with his permission or to his knowledge:
- (I) the Insured Motor Vehicle is used otherwise than in accordance with paragraphs 3(C)(I) and 3(C)(II) or is used for racing pace-making reliability-trial or speedtesting or for hire or reward;
 - (II) the Insured Motor Vehicle is being driven by any person other than an Insured Driver or is in the charge of such person for the purpose of being driven by him;
- (C) any accident loss damage or liability (except so far as it is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:
- (I) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power;

(II) strike riot civil commotion; or

(III) detention seizure confiscation or any attempt thereof;

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

- (D) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (E) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this paragraph 14(E), combustion shall include any self-sustaining process of nuclear fission; and
- (F) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials;
- (G) the Insurers shall not be liable under this Policy in respect of any accident, loss, Damage or liability caused, sustained or incurred whilst the Insured Motor Vehicle 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 drink or drugs to such an extent as to be incapable of having proper control of the Insured Motor Vehicle; 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) any loss, damage, death, injury, disablement, liabilities, costs or expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with

(I) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

(II) any action in controlling, preventing, suppressing, retaliating against or responding to any such act of terrorism.

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

(III) involves violence against one or more persons; or

(IV) involves damage to property; or

(V) endangers life other than that of the person committing the action; or

(VI) creates a risk to the health or safety of the public or a section of the public; or

(VII) is designed to interfere with or disrupt an electronic system.

In any action suit or other proceedings where the Insurers allege that by reason of paragraphs 14(C) and 14(H), 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.

(15) GENERAL CONDITIONS

- (A) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Insurers and in the case of notice or communication to the Insured to the Insured's address specified in the Schedule.
- (B) In the event of any occurrence which may give rise to a claim under this Policy, the Insured shall immediately give notice thereof to the Insurers with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Insurers immediately on receipt by the Insured. Notice shall also be given in writing to the Insurers immediately, the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy, the Insured shall give immediate notice to the police and shall cooperate with the Insurers in securing the conviction of the offender.
- (C) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified without the prior written consent of the Insurers which shall be entitled to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for the Insurers' own benefit any claim for indemnity or damages or otherwise and the Insurers 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 Insurers may require.
- (D) The Insured shall take all reasonable steps to safeguard the Insured Motor Vehicle from loss or damage and to maintain it in efficient condition and the Insurers shall have at all times free and full access to examine the Insured Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Insured Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Insured Motor Vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Insured Motor Vehicle shall be excluded from the scope of indemnity granted by this Policy.
- (E) (I) The Insurers may cancel this Policy by giving seven days' notice by registered letter to the Insured at his last known address and in such event shall return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or this 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 Insurers on or before the date of cancellation) the Insured shall be entitled to a return of premium less the premium calculated at the Insurers' short period rates for the period this Policy has been in force.
- (II) Short period rates
The following scale of rates apply to policy issued or renewed for less than one year and shall also be used in calculating return premium on policy cancelled at the request of the Insured and not replaced within a period of one year from

date of cancellation, subject to the minimum premium (HKD1,300 after client's discount) charged by Insurers:

Period	
(not exceeding) 1 month.....	25% of annual rate
2 months.....	35% of annual rate
3 months.....	45% of annual rate
4 months.....	55% of annual rate
5 months.....	65% of annual rate
6 months.....	75% of annual rate
7 or 8 months.....	85% of annual rate
(exceeding) 8 months.....	Full annual premium

Policy issued for a short period may not be extended upon payment of the difference between the premium for the short period and that for the extended period.

The cancellation of policy must be in accordance with the paragraph (E)(I) of the General conditions (15) of this Policy.

- (F) If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability, the Insurers shall not be liable to pay or contribute more than their ratable proportion of any loss damage compensation costs or expenses provided always that nothing in this paragraph 15(F) shall impose on the Insurers any liability from which but for this paragraph 15(F) they would have been relieved pursuant to sub-paragraph 11(A)(II).
- (G) In the event of a dispute arising out of this policy or any certificate of insurance, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. If the parties are unable to settle the dispute through mediation within 90 days, the parties shall refer the dispute to arbitration administered by the Hong Kong International Arbitration Centre ('HKIAC') under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law and the seat of arbitration shall be Hong Kong. The number of arbitrators shall be one and the arbitration proceedings shall be conducted in English.
It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this policy or certificate of insurance.
Irrespective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under this policy or any certificate of insurance and the Insured does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, your or the insured person's claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this policy or any certificate of insurance.
- (H) This Policy is subject to the exclusive jurisdiction of Hong Kong Special Administrative Region and is to be construed according to the laws of Hong Kong Special Administrative Region.
- (I) Rights of third parties Other than the Insured, or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this Policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this Policy. Notwithstanding any terms of this Policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Policy.
- (J) Statement of purpose for collection of personal data All personal data collected and held by Zurich Insurance Company Ltd ("Zurich") will be used in accordance with Zurich's privacy policy, as notified to the Insured from time to time and available at this website: www.zurich.com.hk/eng/cs_nonlifepolicyservices_privacy.htm
The Insured shall, and shall procure the Insured/Insured Driver to, authorize Zurich to use and transfer data (within or outside Hong Kong), including sensitive personal data as defined in the Personal Data (Privacy) Ordinance (Cap. 486), Laws of Hong Kong, for the obligatory purposes as set out in Zurich's privacy policy as applicable from time to time. When information about a third party is provided by the Insured to Zurich, the Insured warrants that proper consents from the relevant data subjects have been obtained before the personal data are provided to Zurich, enabling Zurich to assess, process, issue and administer this Policy, including without limitation, conducting any due diligence, compliance and sanction checks on such data subjects.

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