

Private Motor Car Insurance Policy

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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 CAR 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 Car unless the motor repairer is:

- the sole agent or manufacturer of the Motor Car, or
- approved by the Insurers.

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

(1) INSURING CLAUSE

The Insured and the Insurers agree:

- the Proposal and Declaration is incorporated in and is the basis of this insurance contract;
- the Insured shall pay the Premium specified in the Schedule;
- 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 specified in the Schedule; and
- the following shall be conditions precedent to any liability of the Insurers:
 - 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
 - the truth of the Proposal and Declaration.

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

(2) GENERAL DEFINITIONS

For the purpose of this Policy:

- "The Insurers" means **Zurich Insurance Company Ltd**
- "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Car.
- "Geographical Area" means the territories of Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the Motor Car by sea (including incidental loading or unloading) by a craft designed for the carriage of motor cars.
- "The Insured" means the person specified as such in the Schedule.
- "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.
- "The Motor Car" means the motor car specified in the Schedule.
- "This Policy" means this Private Motor Car Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- "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.
- "The Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.
- 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

- Where the "Terms of Cover" in the Schedule is stated to be "Comprehensive", sections (I), (II) and (III) of this Policy are operative.
- Where the "Terms of Cover" in the Schedule is stated to be "Third Party Only", only section (II) of this Policy is operative.
- Where the "Terms of Cover" in the Schedule is stated to be "Third Party Fire & Theft", section (I) in respect of loss of or damage to the Insured Motor Car resulting directly from fire, self-ignition, lightning, explosion, theft or attempted theft and independently of all other causes and section (II) of this Policy are operative.

(4) LIMITATIONS AS TO USE OF THE MOTOR CAR

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

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

- The Insurers shall indemnify the Insured against loss of or damage to the Motor Car and/or its accessories and/or its spare parts whilst thereon. The Insurers may, at their 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 Insurers' indemnity pursuant to this paragraph 5(a) is limited to:
 - the reasonable market value of the Motor Car at the time of its loss or damage; or
 - the Insured's estimated value of the Motor Car as specified in the Schedule; whichever is the lesser amount.
- If the Motor Car is disabled by reason of loss or damage insured by this Policy, the Insurers shall additionally pay the reasonable cost of:
 - protection and removal of the Motor Car 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 Motor Car.
- 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 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 Motor Car is held for repair, or if no such catalogue or price list exists, the price last obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the Geographical Area in which the Motor Car is held for repair and the amount of the relative import duty and the reasonable cost of fitting such part.

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

- If at the Insured's request an Other Interested Party has been specified in the Schedule or in a Memorandum endorsed hereon, any payment in cash by the Insurers in respect of loss of or damage to the Motor Car shall be made to the Other Interested Party so specified whose receipt shall be a full and final discharge of all liability of the Insurers in respect of such loss or damage.
- The Insured may authorize the repair of the Motor Car necessitated by damage for which the Insurers may be liable under this Policy provided that:
 - the estimated cost of such repair does not exceed the amount specified in the Schedule as "**Authorized Repair Limit**";
 - the Insurers is furnished forthwith with a detailed estimate of the repair cost; and
 - the Insured shall give the Insurers every assistance to see that such repair is necessary and the charge is reasonable.
- Where repair cost to the Motor Car 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.

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

The Insurers shall not be liable in respect of:

- consequential loss;
- depreciation wear and tear mechanical or electrical breakdown failure or breakage;
- damage to tyres unless damage is caused to other parts of the Motor Car at the same time, and
- any claims excesses applicable to section (I).

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

- In respect of any Event giving rise to a claim (other than an Event of theft or attempted theft), the Insurers shall not be liable for the first amount of such claim specified in the Schedule as "**General Excess**".
- The first amount of any claim for which the Insurers are not liable pursuant to paragraph 8(a) shall be increased if at the time of the occurrence of the Event giving rise to the claim:
 - the Motor Car is being driven by a person other than a "Named Driver" specified in the Schedule, by an additional amount by way of the "**Unnamed Driver Excess**" specified in the Schedule;
 - 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 Schedule;
 - the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the "**Inexperienced Driver Excess**" specified in the Schedule;
 - the Motor Car is parked, by an additional amount by way of the "**Parking Damage Excess**" specified in the Schedule.
- In respect of any claim arising out of theft or attempted theft of the Motor Car, the Insurers shall not be liable for the first amount of each claim specified in the Schedule as the "**Theft Loss Excess**".
- In the event of a claim under section (I):
 - if paragraph 8(c) is applicable, then paragraphs 8(a) and 8(b) shall not be applicable;
 - if paragraph 8(a) and any or more of sub-paragraphs 8(b)(i), 8(b)(ii), 8(b)(iii) and 8(b)(iv) are applicable, the first amount of such claim for which the Insurers are not liable shall be calculated cumulatively;
 - if the expenditure incurred by the Insurers shall include any amount for which the Insurers are not liable pursuant to paragraphs 8(a), 8(b), or 8(c), the Insured shall forthwith repay such amount to the Insurers.
- 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

Subject to Policy Limits of Liability Conditions and Exceptions, the Insurers shall indemnify the Insured and/or any Insured Driver and/or at the request of the Insured

any person (other than the person driving) in or getting into or out of the Motor Car against all sums including claimant's costs and expenses which the Insured and/or such Insured Driver and/or such other person shall become legally liable to pay and other costs and expenses incurred by or on behalf of the Insured and/or such Insured Driver and/or such other person with the Insurers' written consent in respect of:

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

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

(10) POLICY LIMITS OF LIABILITY APPLICABLE TO SECTION (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 sub-paragraph 9(i), the amount specified in the Schedule as **Policy Liability Limit "Third Party Death Or Bodily Injury"**; and
- (ii) in respect of damage to property pursuant to sub-paragraph 9(ii), the amount specified in the Schedule as **Policy Liability Limit "Third Party Property Damage"**.

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

- (b) If the occurrence of any Event results in indemnity to more than one person, the limitations of the Insurers' indemnity specified in paragraph 10(a) shall apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the Insured.
- (c) At any time after the happening of any Event giving rise to a claim or a series of Claims under section (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 10(a) (after the deduction of any sums already paid) or any lesser amount for which such 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 Insurers 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 Insurers 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 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 injury 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 Insurers shall not be liable:

- (a) to indemnify any person claiming to be indemnified:
 - (i) unless such person shall observe fulfill 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 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).
- (f) any liability whilst the Motor Car is driven within any area to which Hong Kong Airport (Restricted Areas) Regulations apply except in so far as it may be necessary solely to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance.

(13) CLAIMS EXCESSES APPLICABLE TO SECTION (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) The first amount of any claim for which the Insurers are not liable pursuant to paragraph 13(a) shall be increased if at the time of the occurrence of the Event giving rise to the claim:
 - (i) the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the **"Young Driver Excess Applicable to Third Party Property Damage"**;
 - (ii) the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the **"Inexperienced Driver Excess Applicable to Third Party Property Damage"**.
- (c) In the event of a claim under section (II):
 - (i) if paragraph 13(a) and any or more of sub-paragraphs 13(b)(i) and 13(b)(ii) are applicable, the first amount of such claim for which the Insurers are not liable shall be calculated cumulatively.

- (ii) if the expenditure incurred by the Insurers resulting from a claim includes the amount for which the Insurers are not liable pursuant to paragraphs 13(a) and 13(b), the Insured shall forthwith repay such amount to the Insurers.

(14) 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 Insured and any other person on whose account the payment is made shall forthwith repay such amount to the Insurers.

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

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

(16) CLAIM-FREE 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 of Insurance | The Discount (on renewal premium) |
|-----------------------------|-----------------------------------|
| One year | 30% |
| 2 consecutive years | 35% |
| 3 consecutive years | 45% |
| 4 consecutive years | 50% |
| 5 or more consecutive years | 60% |

- (b) If a claim has been made or has arisen under this Policy during a period of insurance of which the Discount is 45% or less, the Discount shall be forfeited. If a single claim has been made or has arisen under this Policy during a period of insurance of which the Discount is 50% or 60%, the said Discount shall be reduced at the next renewal to 30% or 35% respectively, but if more than one claim has been made or has arisen, the Discount shall be forfeited.
- (c) For the avoidance of doubt, any claim made under any part of this Policy during a period of insurance shall result in cancellation or reduction of 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 this Policy with the Insurers' prior consent from one Insured to another, the claim-free period of qualification for the Discount so far as it affects the new Insured shall commence afresh with effect from the date of transfer, and the original Insured shall retain his right to the Discount earned up to the date of transfer which right is applicable to any motor insurance policy taken out by the original Insured on any one private motor car within 12 months of the date of transfer.
- (e) If more than one Motor Car is insured under this Policy, the Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Car.

(17) 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:
 - (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) 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;
- (c) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (d) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and for the purpose of this paragraph 17(d), combustion shall include any self-sustaining process of nuclear fission;
- (e) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials; and
- (f) any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being or attempted to be driven by, or is in the charge of, or is under the control of the Insured or Insured Driver:
 - (i) who is convicted of an offence for being under the influence of drink and/or drugs at the time of Event to such an extent as to be incapable of having proper control of the Motor Car; or
 - (ii) when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap. 374) as may be amended from time to time or any legislation which replaces the same; or
 - (iii) who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, oral fluid, blood, or urine for testing or analysis, or to perform any other relevant test, as required by law.
- (g) any loss, damage, death, injury, disablement, liabilities, costs or expenses of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with
 - (i) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

- (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 17(b) and 17(g), any accident loss damage or liability is not indemnifiable by this Policy, the burden of proving that such accident loss damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

(18) GENERAL CONDITIONS

- (a) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Insurers.
- (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 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 Motor Car 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 Motor Car or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Motor Car 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 (18) 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 rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this paragraph 18(f) shall impose on the Insurers any liability from which but for this paragraph 18(f) they would have been relieved pursuant to sub-paragraph 12(a)(ii).
- (g) In the event of a dispute arising out of this policy or 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 and all certificate of insurance shall be governed by and interpreted in accordance with the laws and regulations of Hong Kong. Subject to the Alternative Dispute Resolution clause herein, the parties agree to submit to the exclusive jurisdiction of the Hong Kong courts.
- (i) Rights of third parties
Other than the Insured, or as expressly provided to the contrary, a person who is not a party to this policy has no right to enforce or to enjoy the benefit of any term of this Policy. Any legislation in relation to third parties' rights in a contract shall not be applicable to this Policy. Notwithstanding any terms of this Policy, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Policy.
- (j) Statement of purpose for collection of personal data
All personal data collected and held by 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.

(19) CLAIMS SERVICES

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

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

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

Hotline : +852 2903 9388

Direct fax : +852 2968 1660

(20) EXTRA BENEFITS

Note: All the extra benefits are applicable to Comprehensive cover Policy. Third Party Only cover and Third Party Fire & Theft cover Policy can enjoy free advisory services (j) & (k) whilst services in (f), (g) & (h) are at their own expense.

(a) Claim-Free Discount protection

Notwithstanding paragraph 16, if the total claims incurred under any sections of the Policy in any one period of insurance do not exceed HKD50,000, after the application of any excess, the Insured shall, at renewal immediately subsequent, be entitled to the same percentage of Claim-Free Discount as under the current Policy.

It is hereby understood and agreed that all claims shall be accounted for and this extra benefit section shall not apply in the event the Claim-Free Discount is to be transferred to any other insurance company for whatever reason including non-renewal by both parties.

(b) New for old replacement vehicle

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

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

However, when the Insured chooses not to accept the replacement car or the replacement car is not available, the Insurers shall pay the Insured in accordance with the terms and conditions of this Policy as if this extra benefit section does not apply.

(c) Medical expenses and personal accident protection

The following paragraph is incorporated into paragraph 15 of section (III) indemnity of medical expenses.

In addition to the above, it is noted and agreed that if as a result of bodily injury by violent accidental external and visible means sustained by the Insured and/or Named Driver(s) under this Policy as the direct and immediate result of an accident to the Motor Car resulting in:

- (i) death; or
 - (ii) the loss by physical separation at or above the wrist or ankle of one or both hands or feet; or
 - (iii) the complete and irrecoverable loss of all sight in one or both eyes.
- the Insurers shall pay HKD100,000 in total as compensation.

(d) Additional medical expenses

It is hereby noted and agreed that the limit of indemnity under paragraph 15 of section (III) insurance - indemnity of medical expenses for the Insured or the Insured Driver(s) is increased to HKD5,000.

(e) Free windscreen cover

In respect of loss or damage occasioned to the front windscreen only where the repair

thereof does not exceed HKD4,000, paragraph 7(d) of section (l) of this Policy shall not be applicable.

(f) 24-hour emergency roadside services

In any event of mechanical breakdown of, defect having occurred in or accident to the Motor Car, the Insurers shall provide twenty-four-hour telephone advisory service and if the Motor Car is known to be immobilized, unfit or unsafe to be driven, the Insurers shall at their own expense, excluding fuel and any parts or accessories, arrange emergency roadside repair service at the request of the Insured or his authorized driver. In such case, the Motor Car must not be left unattended prior to the arrival of the provider of the repair service.

In the event of adverse weather conditions, the Insurers reserve the right to suspend the services provided under this extra benefit section.

The maximum liability of the Insurers under this extra benefit section is HKD2,000 each and every assistance case.

(g) 24-hour emergency towing service

If the Motor Car is immobilized unfit or unsafe to be driven due to an accident to or mechanical breakdown of the Motor Car the condition of which is beyond repair at the roadside, the Insurers shall at their own expense, excluding toll or tunnel charge, arrange for the Motor Car to be towed to the nearest designated garage or any other place in Hong Kong Special Administrative Region requested by the Insured or his authorized driver. In such case the Motor Car must not be left unattended prior to the arrival of the provider of the towing service.

In the event of adverse weather conditions, the Insurers reserve the right to suspend the services provided under this section.

The maximum liability of the Insurers under this section is HKD2,000 each and every assistance case.

(h) Temporary substitute vehicle

If the Motor Car is

- (i) immobilized, unfit or unsafe to be driven due to an accident to the Motor Car after forty-eight hours from such accident; or
- (ii) discovered stolen and is not found within forty-eight hours after such discovery, the Insurers shall at their own expense and the request of the Insured nominate an independent car rental contractor in the supply of a substitute car provided that
 - the make and model of the substitute car is at the discretion of the Insurers and may not be identical to the Motor Car;
 - the Insured is responsible for 20% of the car rental expense;
 - the Insurers are not responsible for the delivery of the substitute car;
 - only the Insured or any of the Named Driver(s) specified in this Policy Schedule can be registered as the driver of the substitute car;
 - in the event of immobilization of the Motor Car or it being unfit or unsafe to be driven, the towing of the Motor Car subsequent to the accident must be arranged by the Insurers; or
 - in the event of the Motor Car being stolen, the statement reporting the loss to the police shall be produced.

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

The maximum liability of the Insurers under this section is HKD4,000 each and every accident. The Insurers shall only be liable for the actual rental costs. All other costs are the responsibility of the Insured. For the purpose of providing the benefits under this section, the Insurers shall nominate an independent car rental contractor and the Insured shall upon claiming for the benefits under this section comply with the terms and conditions of the car rental contractor. It is further declared and agreed that when the car rental contractor nominated by the Insurers does not make the substitute car available, the Insured is entitled to arrange for himself the substitute car of make and model equivalent to the Motor Car and the Insurers shall reimburse the Insured the expenses incurred therefor according to the terms and conditions under this section.

(i) Claims recovery service

The Insurers agree to

- (i) in the event of the Insurers having paid a claim under this Policy, it undertakes to pursue a recovery from the liable third party. If successful, the Insurers shall refund to the Insured a rateable proportion of this Policy excess to the loss less any fees incurred by the Insurers in pursuing the recovery. Where a full recovery is made, the Insurers shall reinstate the Claim-Free Discount from the renewal(s) subsequent to the loss and refund to the Insured the difference in premium paid as a result of the reduction of the Claim-Free Discount;
- (ii) in the event of the adjusted claim being under Policy excesses or the cover granted being Third Party Only or Third Party, Fire and Theft, the Insurers shall assist the Insured in pursuing the claim against the liable third party. The assistance shall be advisory only and the Insurers shall not be obligated to take any action against any parties in pursuing the recovery.

(j) 24-hour traffic regulation enquiry service

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

(k) 24-hour claims enquiry service

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

Hotline (24 hours): +852 2886 3977

Remarks: (i) The above is subject to specified limits.

- (ii) Items (f) to (h), (j) & (k) are services provided by the service provider nominated by the Insurers who shall not be held responsible for any disputes arising between the Insured and the service provider.
- (iii) Services in items (f) to (h) are provided in Hong Kong Special Administrative Region only and are not applicable to accident or breakdowns outside Hong Kong Special Administrative Region.
- (iv) Be reminded to report the traffic accident to the Insurers' office for completion of accident report form without delay.

Zurich Insurance Company Ltd (a company incorporated in Switzerland)
25-26/F, One Island East, 18 Westlands Road, Island East, Hong Kong
Tel: +852 2968 2288 Fax: +852 2968 0639 Website: www.zurich.com.hk



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