



PRUChoice MOTOR INSURANCE POLICY

保誠精選「駕駛寶」汽車保障計劃保險單

(1) INSURING CLAUSE

The Insured and the Company agree:

- (a) the Application and Declaration is incorporated in and is the basis of this Insurance contract;
- (b) the Insured will pay the Premium specified in the 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 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 Application and Declaration.

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

(2) GENERAL DEFINITIONS

For the purpose of this Policy:

- (a) "The Company" means Prudential General Insurance Hong Kong Limited.
- (b) "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Car.
- (c) "Geographical Area" means the territories of Hong Kong 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" means the person specified as such in the 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) "The Motor Car" means the motor car specified in the Schedule.
- (g) "The Policy" means this 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 Application and Declaration" means any signed application 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 gender.

(3) OPERATIVE INSURANCE COVER

- (a) Where the "Operative Insurance Cover" in the Schedule is stated to be "Comprehensive Insurance" Sections (I) (II) and (III) of this Policy are operative.
- (b) Where the "Operative Insurance Cover" in the Schedule is stated to be "Third Party Legal Liabilities Insurance" only Section (II) of this Policy is 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 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 Limit of Indemnity as specified in the Schedule;whichever is the lesser amount.
- (b) If the Motor Car is disabled by reason of loss or damage insured by this Policy the Company will additionally pay the reasonable cost of:
 - (i) protection and 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 or 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 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

- (a) If at the Insured's request a Hire Purchase Owner has been specified in the 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 Schedule as "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.

(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 claim specified in the Schedule as "General Excess".
- (b) The first amount of any claim 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 Schedule by an additional amount by way of the "Unnamed Driver Excess" specified in the 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 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 "Inexperienced Driver Excess" specified in the Schedule.
 - (iv) the Motor Car is parked by an additional amount by way of the "Parking Damage Excess" specified in the 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 each claim specified in the 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) and 8(b)(iii) and 8(b)(iv) are applicable the first amount of such claim 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

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 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) POLICY LIMITS OF 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 Schedule 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 Schedule 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 Insurance 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 TO SECTION (II) INSURANCE

- (A)** 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 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;
 - (e) any claims excesses applicable to Section (II).

(B) Total Asbestos Exclusion Clause

(except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance)

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.

(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 Schedule as "Third Party Property Damage Excess".
- (b) 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 any country within the Geographical Area or by virtue of any agreement between the Company and The Motor Insurers' Bureau of Hong Kong to pay an amount for which the Company 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 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 Schedule 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:

<u>Periods of Insurance</u>	<u>The Discount (On Renewal Premium)</u>
One year	20%
2 consecutive years	30%
3 consecutive years	40%
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 40% 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 20% or 30% 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 the Policy with the Company's 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

- (A)** The Company will 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 liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (c) 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 17(c) combustion shall include any self-sustaining process of nuclear fission; and
- (d) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

(B) Driving Under the Influence of Drink or Drugs Exclusion

The 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 in the charge or under the control of the Insured or the Insured Driver :

- (a) who is convicted of an offence for being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Car; or
- (b) when the proportion of alcohol in his/her breath blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (CAP.374) as may be amended from time to time or any legislation which replaces the same; or
- (c) who is convicted of an offence for failing without reasonable excuse to provide a specimen of breath blood or urine for testing or analysis as required by law.

(C) War and Terrorism Exclusion

(except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance)

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

- (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
- (b) strike riot;
- (c) detention seizure confiscation or any attempt thereat;
- (d) any act of terrorism.

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

This Exclusion also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

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 or the Insured Driver.

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

(D) Terrorism Exclusion Clause for Contamination and Explosives

(except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance)

It is agreed that regardless of any contributory causes this Policy does not cover any loss damage cost or expense directly or indirectly arising out of

- (a) biological or chemical contamination
 - (b) missiles bombs grenades explosives
- due to any act of terrorism.

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

For the purpose of (a) "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 or the Insured Driver.

(E) IT Clarification Clause

(except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance)

Property damage covered under this Policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software in particular any detrimental change in data software or computer programs that is caused by a deletion a corruption or a deformation of the original structure.

Consequently the following are excluded from this Policy:

- (a) loss of or damage to data or software in particular any detrimental change in data software or computer programs that is caused by a deletion a corruption or a deformation of the original structure and any business interruption losses resulting from such loss or damage. Notwithstanding this Exclusion loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (b) loss or damage resulting from an impairment in the function availability range of use or accessibility of data software or computer programs and any business interruption losses resulting from such loss or damage.

(F) Sanction Clause

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that the Company 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 sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

(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) 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. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company 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 Company 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 Company which shall be notified or conducted 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.
- (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 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 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) The Company may cancel this Policy by giving seven day's 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 the Policy may be cancelled at any time by the Insured on seven day's 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 for the period the Policy has been in force.
- (f) 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(f) shall impose on the Company any liability from which but for this paragraph 18(f) it would have been relieved pursuant to sub-paragraph 12(a)(ii).
- (g) 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. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. If the Company shall disclaim liability to the Insured for any claim under this Policy and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration in accordance with this arbitration clause, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.
- (h) This Policy shall be governed by and construed in accordance with the laws of Hong Kong. The parties agree to submit to the exclusive jurisdiction of Hong Kong Court.
- (i) If the Payment Method selected is by credit card premium of this Policy shall be paid from the Insured's nominated account in accordance with the Collection Date as stated in the Schedule. The Company reserves the right to change the Collection Date without prior notice.
If the Payment Method is by credit card the Insured may request to change the nominated account from which premium has been collected by completing and returning a new Payment Details Amendment Form to the Company before the Policy expiry date. Provided that the setup of the new nominated account is confirmed the Company will start the premium collection from the account on the Collection Date of the upcoming year.
- (j) If the Payment Method selected is by credit card the Policy will be renewed automatically on a yearly basis upon the successful premium collection for its renewal and subject to normal underwriting requirement of the Company unless written notice of cancellation has been received by the Company before the corresponding Collection Date.
If the Payment Method is by credit card renewal premium for the renewal of the coming year will be collected on the Collection Date as shown in the policy renewal document from the Insured's nominated account automatically.
- (k) For any termination of or adjustment in this Policy the Company will retain the minimum premium which is HK\$1030 for each Policy and return the balance if any to the Insured.
- (l) A 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.

ENDORSEMENT VP1

Free Additional Cover for Comprehensive Private Car Insurance

It is hereby noted and agreed that the Policy is extended to cover

(1) PRUChoice NCD Protector

In the event of claim(s) being made or arising under any sections of this Policy and the claim amount incurred in aggregate after the application of excess does not exceed HK\$60,000 or 15% of the Limit of Indemnity as specified in the Schedule whichever is the lesser during a Period of Insurance the No Claim Discount as mentioned in Paragraph 16 shall be protected from reduction and remains unchanged at the next renewal.

Notwithstanding anything stated above to the contrary the Company will account for all claims incurred during the period of insurance and reduce the No Claim Discount as if this extension does not apply when No Claim Discount is to be transferred to any other insurance company.

(2) 'Zero %' Depreciation

In case of total loss of the Motor Car the Company will replace the Motor Car with a car of the same model and make without deducting any depreciation provided that at the time of loss

- A) the Insured is the first registered owner of the Motor Car and
- B) the Motor Car is less than 1 year old from the date of its first registration with the Transport Department the Government of HKSAR and
- C) the registration is made within 12 months from the manufacture date of the motor car and
- D) the make and model of the Motor Car is available in Hong Kong and
- E) the modifications if any are deducted and
- F) additional accessories and equipment are excluded and
- G) the net purchase price of the replacement car before the application of excess does not exceed the Insured's Limit of Indemnity as specified in the Schedule.

When the Insured chooses not to accept the replacement car or the replacement car is not available at the time of loss the Company will pay the Insured in accordance with the terms and conditions of the Policy as if this extension does not apply.

(3) Windscreen Cover

In the event of accidental damage to the front-windscreen alone and such repair cost does not exceed HK\$5,000 each claim the Company may at its option repair reinstate or replace the windscreen or pay in cash the amount of such loss without applying any excess and the Insured's No Claim Discount mentioned in Paragraph 16 will be unaffected to a level as if the accident has not occurred at the next renewal. If the claim amount exceeds HK\$5,000 this extension will not be applicable. In such case the whole claim will be subject to excess and counted against the aggregate claim amount under PRUChoice NCD Protector.

(4) Transportation Cost Subsidy

If a partial loss is sustained by the Motor Car due to theft or accident other than mechanical breakdown with a valid claim under extension (5) 24 Hour Free Towing Service and the repairing time which counts from the time the Motor Car is moved to the local repairer exceeds 48 hours the Company will pay the Insured HK\$200 for each complete day after 48 hours up to HK\$2,000 any one Period of Insurance.

The Subsidy will be ceased to be paid as soon as the repair of the Motor Car is duly completed.

(5) 24 Hour Free Towing Service

The Company has arranged a 24-hour towing service through Inter Partner Assistance Hong Kong Limited ("IPA") to the Insured. If the Motor Car is immobilized at the roadside due to an accident or mechanical breakdown IPA will at its expenses arrange for the Motor Car to be towed to the nearest local repairer or a local repairer nominated by the Insured or the authorized driver or to the Insured's place of residence. If the Motor Car is immobilized in the area where is inaccessible by IPA and it is mandatory to arrange the towing service by the other service provider rather than IPA IPA will reimburse the Insured the towing cost provided that the Insured makes a prior notification to IPA and can produce IPA a receipt in relation to the towing service. This Benefit will not be applicable in the absence of the Insured or the authorized driver on the spot or for the Motor Car which is immobilized by reason of a flat battery or running out of gas. The maximum limit for this benefit is HK\$2,000 for each and every case.

The Insured can access the above service by phoning IPA 24-hour hotline centre at 2851-1990 and quote the IPA Membership No. 398064.

The Company will not be liable for any liability or loss arising from the use of the service or their availability unless such liability or loss is attached in the absence of this extension.

(6) Personal Accident

In case of death of the Insured or the Named Driver in an accident while driving the Motor Car during the Period of Insurance the Company will pay the Insured's or the Named Driver's legal personal representative for HK\$100,000 provided that

- a) such death is caused solely and directly by accidental violent external and visible means as a result of the car accident and
- b) such death occurs within twelve months of the date of the accident.

IMPORTANT - the Insured is requested to read this Policy. If any error or omission be found, the Policy should be returned to the issuing Office for correction.

(7) Claims Recovery Service

In the event of an accident caused by or in connection with the Motor Car and the Company having paid a claim under the Policy the Company will undertake to pursue a recovery from the liable third party on the Insured's behalf. If the recovery is successfully pursued the Company will refund a ratable proportion of the excess borne by the Insured in relation to the accident after reducing any fees incurred by the Company in pursuing the recovery. If the excess borne by the Insured in relation to the accident is fully recovered the Company will further reinstate the Insured's No Claim Discount mentioned in Paragraph 16 to a level as if the accident has not occurred at the next renewal and refund to the Insured the difference in premium paid as a result of reduction of the No Claims Discount.

However the Company may at its option relinquish to recover from the liable third party in consideration of the chance of success the amount probably recovered and the resources necessary for continuing the action after it has been pursued for a reasonable period of time. Any recovery action which has been continued for more than three years is deemed unsuccessful and the service provided under this extension will be ceased thereafter.

(8) 24 Hour Claims Advisory Service

The Company has arranged a 24 hour telephone hotline through Inter Partner Assistance Hong Kong Limited ("IPA") to provide advice on claims procedures and other important points to be observed in lodging a claim.

(1) 保險條款

受保人與本公司雙方同意：

- (a) 將申請表與聲明收納入本保險合約，並作為本保險合約的依據；
- (b) 由受保人繳付承保表所列的保險費；
- (c) 本公司按照本保險單的條款及條件，為承保表所列保險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) 受保人或其他索取彌償者均已遵守本保險單任何有關應做或不應做事項的條款及條件；及
 - (ii) 申請表與聲明所載內容與陳述均真實無訛。

本保險單須由獲本公司授權的人士在承保表簽署後方可生效。

(2) 一般定義

就本保險單而言：

- (a) 「本公司」指保誠財險有限公司。
- (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串事故。
- (c) 「本地區」指香港區域；如以水路運載受保汽車（包括附帶的裝卸情況），則包括香港海域。
- (d) 「受保人」指承保表指定為受保人的人士。
- (e) 「受保駕駛者」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執照或許可證。
- (f) 「受保汽車」指承保表指定的汽車。
- (g) 「本保險單」指本保險單及其包括或背書的承保表、附註及批單，全部須當為同一份文件，任何具有特定含義的詞語在整份文件中意義保持一致。
- (h) 「申請表與聲明」指已簽署的申請表、聲明書，以及受保人或其代表所提供的任何附加或替代資料。
- (i) 「承保表」指本保險單的附頁，用以列明有關本保險合約的條文與細節。
- (j) 在本保險單中，除另有規定外，單數須包括複數，反之亦然；凡提及某一性別的皆適用於另一性別。

(3) 適用承保範圍

- (a) 如在承保表上的「適用承保範圍」是「綜合保險」，則本保險單項目(I)、(II)及(III)均適用。
- (b) 如在承保表上的「適用承保範圍」是「第三者責任保險」，則本保險單只有項目(III)適用。

(4) 適用承保範圍

本保險單任何部份所提供的保障，只在受保汽車作社交、家庭或遊樂用途，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、定速度、可靠性試驗、車速測試或任何涉及汽車貿易的用途時，本保險單概不適用。

(5) 項目(I)保險 - 針對受保汽車的損失或毀壞

- (a) 本公司就受保汽車及 / 或其配件及 / 或其零件的損失或損毀對受保人作出彌償。本公司可以選擇透過修理、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彌償。
本公司根據第5(a)段所作的彌償只限於：
 - (i) 受保汽車在損失或損毀時的合理市值；或
 - (ii) 承保表所列指定的彌償額；以二者中較低者為準。
- (b) 如受保汽車因本保險單承保的損失或損毀而不能行駛，本公司則另付以下所需的合理費用：
 - (i) 保護及運送受保汽車至最近的修理處；及
 - (ii) 在完成修理後將受保汽車送回發生損失或毀壞的地區受保人的地址；惟上述可索償的費用不得超過協定修理費用的20%。
- (c) 如受保汽車及 / 或其配件及 / 或其零件損失或損毀，而在修理受保汽車的所在地的地區沒有所需配件的存貨，或本公司選擇對損失或損毀作出現金彌償，則本公司對該零件的彌償責任僅限於該零件製造商或其代理商在修理受保汽車的所在地的地區所發佈的最新目錄或價格表內的價格，或如無此等目錄或價格表，則僅限於最後在該製造廠取得的價格，及以空運以外方式運送到修理受保汽車所在地的地區的合理運費，及有關的進口稅，及裝配該配件的合理費用。

(6) 適用於項目(I)保險的特別條件

- (a) 如按受保人的要求，若承保表或本保險單背書附註列有分期付款車主，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該分期付款車主支付。該分期付款車主簽發的收據即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險單可能負責彌償的損毀，可授權進行必要的修理，但須符合下列條件：
 - (i) 預計修理費不得超過保險承保表所列的「獲認可的修理費限額」；
 - (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項目(I)的索償項目，本公司有權否決有關修理地點或修理商號的建議。

(7) 適用於項目(I)保險的特別不保事項

本公司對下列項目概不負責：

- (a) 後果損失；
- (b) 折舊、自然損耗、機械或電力故障、失靈或破損；
- (c) 輪胎受損，受保汽車其他部份同時受損則除外；及
- (d) 任何適用於項目(I)的索償自負額。

(8) 適用於項目(I)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），本公司將不負責在有關索償中首筆相等於保險承保表中「一般自負額」的款項。
- (b) 如導致索償的事故發生時，而：
 - (i) 正駕駛受保汽車的人士並非保險承保表所列的「指定駕駛者」，根據第8(a)段不應由本公司負責的首筆款額則會增加，即加上保險承保表所列的「非指定駕駛者自負額」
 - (ii) 受保汽車正由二十五歲以下的人士駕駛，根據第8(a)段不應由本公司負責的首筆款額則會增加，即加上保險承保表所列的「年輕駕駛者自負額」；
 - (iii) 受保汽車正由持有駕駛執照（不包括臨時駕駛執照）不足兩年的人士駕駛，根據第8(a)段不應由本公司負責的首筆款額則會增加，即加上保險承保表所列的「新牌駕駛者自負額」；
 - (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，即加上保險承保表所列的「停放損毀自負額」。
- (c) 對於任何因盜竊或企圖盜竊而引致的索償，本公司將不負責在每項索償首筆相等於保險承保表中「盜竊損失自負額」的款項。
- (d) 一旦根據項目(I)作出索償：
 - (i) 如第8(c)段適用時，則第8(a)及8(b)段並不適用；
 - (ii) 如第8(a)段或第8(b)(i)、8(b)(ii)、8(b)(iii)及8(b)(iv)款任何一項或多項分段適用時，則本公司不負責的首筆款額將予以累積計算；
 - (iii) 如本公司招致的開支，納入根據第8(a)、8(b)、8(c)段本公司不負責的金額時，受保人須立即將該筆款項償還本公司。
- (e) 如受保汽車的損失或損毀由並非因任何先前涉及受保汽車的事故而由獨立火災、自燃、閃電或爆炸所造成，則第8(a)及8(b)段的規定將不適用。

(9) 項目(II)保險 - 針對第三者的法律責任

- (a) 在保險單責任限額、條件與不保事項的規限下，本公司就受保人及 / 或任何受保駕駛者及 / 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（駕駛汽車的人士除外）有關：
 - (i) 任何人的死亡或身體受傷；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 / 或由受保駕駛者或其代表招致及 / 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 / 或該受保駕駛者及 / 或該其他人士作出彌償。惟上述傷亡或財產損毀須由受保汽車導致或涉及的意外所產生，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) 適用於項目(II)保險的保險單責任限額

- (a) 本公司根據項目(II)因任何事故向受保人及 / 或其他索取彌償的人士所提供的彌償，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)項分段任何人的死亡或身體受傷，限額見承保表「第三者死亡或身體受傷」一欄；及
 - (ii) 有關根據第9(a)(ii)項分段的財產損毀，限額見承保表「第三者財產損毀」一欄。如本保險單承保多於一輛汽車，不論涉及在同一事故中的受保汽車數目多少，仍以上述彌償限額為準。
- (b) 如任何事故導致多於一人獲得彌償，則第10(a)段規定的本公司彌償限額將適用於所有索取彌償人士的彌償總額，但受保人可優先獲得彌償。
- (c) 在項目(II)導致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 / 或任何其他索取彌償的人士全數支付第10(a)段規定的本公司責任限額（但需扣除任何已付數額），或該索償應能達成和解的較少款額，而本公司將放棄進行任何抗辯、和解或司法程序，從此對以下各項概不負責：因本公司在抗辯、和解或司法程序方面的作為或遺漏，或因本公司放棄上述行為而被指稱導致受保人或有關人士應向索償人支付的損害彌償及索償人的訟費或其它損害彌償。本公司對以下費用亦不負責：由受保人或由有關人士，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) 適用於項目(II)保險的特別條件

- (a) 如任何有權根據項目(II)獲得彌償的人士去世，本公司則按照及在不抵觸本保險單適用於該死者的限制條款下，就該人士招致的法律責任向其法定遺產代理人作出彌償。
- (b) 本公司有權選擇及自費：
 - (i) 安排代表出席與項目(II)彌償有關的死亡調查或死因研訊；及 / 或
 - (ii) 在法院司法程序中就導致或涉及項目(II)彌償有關的任何作為或聲稱罪行進行訴訟抗辯。

(12) 項目(II)保險的特別不保事項

(A) 本公司對下列項目概不負責：

- (a) 對任何索取彌償的人士作出彌償：
 - (i) 除非該人士遵守、履行及符合本保險單所有適用的條款與條件；或
 - (ii) 如該人士有權根據其他保險單獲得彌償。
- (b) 受僱於以下人士者在受僱工作期間因工死亡或身體受傷：
 - (i) 任何根據項目(II)索取彌償的人士（包括受保人）；或

重要事項 - 受保人需閱讀本保單。如發現本保單有錯誤或遺漏之處，請將本保單送回本公司，以作更改。

- (ii) 任何根據項目(II)索取彌償的人士 (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、保管或管轄的財產所蒙受的損失:
 - (i) 任何根據項目(II)索取彌償的人士 (包括受保人); 或
 - (ii) 與任何根據項目(II)索取彌償的人士 (包括受保人) 共住的人士;
- (d) 並非由在香港具司法管轄權的法院作出初審的判決; 或
- (e) 適用於項目(II)保險的索償自負額。

(B) 與石棉有關之不保事項

(為達到汽車保險 (第三者風險) 條例要求則除外)

無論所涉及的石棉的形態及數量多少, 謹此明白及同意本保險單不適用及不保障任何直接或間接因石棉或由石棉導致損失之索賠所引起的真實責任或所指稱的責任。

(13) 適用於項目(II)保險的自負額

- (a) 如有事故導致第三者財產損失法律責任而索取彌償時, 本公司將不負責有關索償中首筆相等於承保表中「第三者財產損毀自負額」的款項;
- (b) 如本公司因索償而招致的開支, 納入根據第13(a)段本公司不負責的金額時, 受保人須立即將該筆款項償還本公司。

(14) 使若干條款無效及有權追回款項

如按照本地區任何國家的法律或根據本公司與香港汽車保險局的任何協議, 本公司須依據本保險單支付一筆不應由本公司負責的款項時, 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) 項目(III)保險 - 醫療費用的彌償

如受保人或受保駕駛者 (非受保人) 或受保汽車任何佔有人的身體, 因受保汽車意外而由突發、外來及可見的原因直接及即時導致受傷, 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, 本公司因任何事故根據項目(III)所承擔的法律責任不得超過保險承保表上項目(III)「保險單彌償限額」所列的金額。

(16) 無賠償折扣 (簡稱「折扣優惠」)

- (a) 倘按任何下列保險期並無根據本保險單作出或引致索償, 則在下次續保時, 保險費將獲以下折扣優惠:

保險期	折扣優惠 (適用於續保保險費)
一年	20%
連續兩年	30%
連續三年	40%
連續四年	50%
連續五年或以上	60%
- (b) 如在可得40%或以下折扣優惠的保險期內曾根據本保險單作出或出現索償, 則該折扣優惠須被取消。如在可得50%或60%折扣優惠的保險期內曾根據本保險單作出或出現一項索償, 則該折扣優惠須在下次續保時分別減至20%或30%; 但如作出或出現超過一項索償, 則該折扣優惠須被取消。
- (c) 為免除疑問, 倘在保險期間曾依據本保險單任何部份作出索償, 則縱使受保人及 / 或索取彌償的人士堅稱或聲稱發生引致索償的事故, 不應歸咎於他 / 她, 或並非由他 / 她促成, 他 / 她所享有的折扣優惠仍須根據第16(b)段被取消或扣減。
- (d) 倘受保人獲得本公司事先同意, 將本保險單的利益轉讓給另一人士, 新受保人無彌償紀錄的計算年期由轉保生效日期開始計算; 而原受保人則保留轉保時自己應得的折扣優惠, 該優惠適用於原受保人在轉保日期12個月內為任何一輛私家汽車購買的汽車保險單。
- (e) 如本保險單承保超過一輛汽車, 則折扣優惠對各輛受保汽車同樣適用, 猶如每輛受保汽車各有獨立的保險單一樣。

(17) 一般不保事項

(A) 本公司根據本保險單對下列項目概不負責:

- (a) 在下列情況下造成、蒙受或招致的任何意外、損失、毀壞或法律責任:
 - (i) 在本地區以外範圍;
 - (ii) 在獲受保人指令、許可或在其知情的情况下, 與本保險單所提供的彌償有關的受保汽車在並非遵照保險單「汽車使用限制」的情况下使用中, 或由並非受保駕駛者的人士駕駛 (或所謂由該人士駕駛, 是指在該人士指揮下駕駛);
- (b) 任何因協議而附加的法律責任;
- (c) 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) 直接或間接引致或參與造成的任何財產毀壞、損失或意外, 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(c)段所指的燃燒包括自持核裂變; 及
- (d) 直接或間接由核子武器材料引起或促成或導致的任何意外、損失、毀壞或法律責任。

(B) 酒後及藥後駕駛之不保事項

按照本保險單, 本公司將不承擔任何由於受保人或受保駕駛者於下列情況下駕駛、管照或控制受保汽車而引致的意外損失、損毀或法律責任:

- (a) 被裁定受酒精或藥物影響而未能適當的控制該汽車; 或
- (b) 受保人或受保駕駛者的呼吸、血液或尿液中的酒精比例超過道路交通條例 (第374章) 第2條或其不時修訂之版本或任何其他用以取替前述者之法律規定限制; 或
- (c) 被裁定未能提供合理理由而不按照有關之法律規定提供呼吸、血液或尿液樣本以作測試或分析。

(C) 戰爭及恐怖主義之不保事項

(為達到汽車保險 (第三者風險) 條例要求則除外)

不論此保障內容或任何背書含有相反條款, 謹此同意本保險單皆不予賠償任何由以下情況直接或間接引起、導致或關連的任何損

失、損毀的費用或開支，即使當時有其他原因或事件，同時促使或先後發生而引致損失：

- (a) 戰爭、入侵、外敵行動、敵對或類似戰爭的行動（無論是否已宣戰）、內戰、暴動、革命、叛亂、嚴重程度類近叛亂的民亂、軍事或篡權行動；或
- (b) 罷工、暴亂；
- (c) 扣留、扣押、沒收或任何有關意圖；
- (d) 任何恐怖主義活動。

「恐怖主義活動」在本不保事項的定義為：任何人士或團體，無論單獨、代表或連繫於任何機構組織或政府，以政治、宗教、意識型態或其他類似原因，包括以意圖影響政府及 / 或令公眾 / 部份公眾恐慌為目的行事，有關行為包括但不局限於使用武力或暴力及 / 或帶有威脅成份的活動。

本不保事項對直接或間接用於控制、防止、鎮壓或以任何方式而與上述(a)及 / 或(b)有關的損失、損毀、費用或開支，均不予賠償。

若本公司宣稱因此不保項目而對任何損失、損毀的費用或開支不予賠償，提出相反證明的責任將需由受保人或受保駕駛者負責。

若本不保項目的任何部份被發現無效或不可實施時，其餘部份將仍全面實行及有效。

(D) 恐怖主義不保事項(污染及爆炸品)

(為達到汽車保險(第三者風險)條例要求則除外)

不論任何原因，謹此同意本保險單皆不保障由任何恐怖主義活動導致以下情況直接或間接引起的任何損失、損毀、費用或開支：

- (a) 生物或化學污染；
- (b) 導彈、炸彈、手榴彈、爆炸品。

「恐怖主義活動」在本不保事項的定義為：任何人士或人士們，無論單獨、代表或連繫於任何機構組織或政府，以政治、宗教、意識型態或其他類似原因，包括以意圖影響政府及 / 或令公眾 / 部份公眾恐慌為目的行事，有關行為包括但不局限於使用武力或暴力及 / 或帶有威脅成份的活動。

就上述(a)目的而言，「污染」指污染物或施毒、妨礙及 / 或限制物體的用途，而原因是由於化學及 / 或生物物質影響。

若本公司宣稱因此不保事項而對任何損失、損毀的費用或開支不予賠償，提出相反證明的責任將需由受保人或受保駕駛者負責。

(E) 資訊科技澄清條款

(為達到汽車保險(第三者風險)條例要求則除外)

本保險單所保障的財產損毀是指有關財產物質的有形損毀。

財產物質的有形損毀不包括數據、軟件或電腦程式的損毀，特別是由於原先結構的刪除、損壞或結構變形而使數據、軟件或電腦程式有任何破壞性改變。

因此，本保險單不保障下列各項：

- (a) 數據或軟件的遺失與損毀，特別是由於原先結構刪除、損壞或變形而使數據、軟件或電腦程式有任何破壞性改變，及因此引致的任何業務中斷的損失。儘管本定義另有所指，由於受保有形財物損毀所引起數據或軟件損失或損毀則會受到保障。
- (b) 由於數據、軟件或電腦程式的功能、備用性、使用幅度及存取能力受損而導致的遺失或損毀，及因此引致的任何業務中斷的損失。

(F) 制裁條款

儘管在保單或批單對任何所述的條款構成相反之部份，藉此同意倘若承保、支付任何賠償或提供任何保障將使本公司面臨任何聯合國決議下的制裁、禁止或限制，或使本公司面臨歐洲聯盟、英國或美國法律、法規、貿易或經濟制裁，本公司則不得被視作提供保障，且本公司亦無需就該項承擔及支付任何賠償或提供任何保障的責任。

(18) 一般條件

- (a) 凡根據本保險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) 一旦發生任何可在本保險單下出現索償的事故，受保人須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。受保人或任何索取彌償的人士如獲悉與本保險單下出現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險單索償原因，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。
- (c) 在末得本公司事先書面同意前，受保人或其代表，或任何索取彌償的人士或其代表，不得作出以下任何一項：承認、要約、承諾、付款或彌償。本公司有權以受保人或索取彌償人士的名義就任何索償接辦及進行抗辯或和解，或為本公司利益以受保人或該人士的名義，就任何對彌償或損害彌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全面的酌情決定權。受保人及該人士須提供一切本公司所需的資料及協助。
- (d) 受保人須採取一切合理步驟以防汽車損失或損毀，以及保持汽車的良好性能。本公司亦有權隨時全面地及自由地檢查受保汽車或其任何部份，或查問受保人的駕駛者或僱員。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，均不包括在本保險單的彌償範圍內。
- (e) 本公司可以以下述方式取消本保險單：七天前以掛號郵遞將有關通知寄達受保人最後為人所知的地址。在該情況下，本公司在扣除本保險單有效期內按比例應付的保險費後，將向受保人退還保險費餘款；或本保險單可隨時由受保人以七天通知取消，而（只有在當時保險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憑證交還本公司）受保人有權獲退還保險費餘款，即在扣除以本公司短期收費率計算本保險單有效期內應付的保險費後的餘額。
- (f) 如在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應付的損失、損毀、彌償、訟費或開支數額，但在任何情況下，第18(f)段均不得將任何責任加於本公司；若無第18(f)段便可根據第12(a)(ii)段免除有關法律責任。
- (g) 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，包括保單的存在、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。本仲裁條款適用的法律為香港法。仲裁地應為香港。仲裁員人數為一名。仲裁程式應按照英文來進行。若本公司拒絕就本保單項下的任何索賠向受保人承擔責任，而受保人並無把該項索賠在拒絕該項索賠起計十二個月內根據本仲裁條款提交仲裁，則就各方面而言該項索賠將被視為已經放棄及不能追討。
- (h) 本保單受香港法律約束並據其解釋。爭議雙方同意接受香港法院的專有司法裁判權管轄。
- (i) 如(a)選擇以信用卡作為付款方式，本保險單的保費將根據承保表所示的收款日期從受保人的指定戶口中扣取。本公司保留更改收款日期之權利而毋須事先給予通知。
如付款方式為以信用卡付款，受保人可要求更改其繳付保費的指定信用卡賬戶，方法為填妥更改付款資料申請表，並於保單屆滿日期前交回本公司。在確認已設立新的指定戶口後，本公司將於下一年度的收款日期從該戶口中收取保費。
- (j) 如(a)選擇以信用卡作為付款方式，在本公司標準核保的檢驗下，保單將於成功收取續保保費後每年自動續保，除非本公司於有關收款日期前收到終止保單的書面通知。
如付款方式為以信用卡支付，來年的續保保費將按續保文件上所列明的收款日期由受保人指定的賬戶中自動扣取。
- (k) 就任何終止或更改本保單，本公司將按每保單收取港幣1030元的最低保費，然後在有余下保費的情況下將所餘下部分退回予受保人。
- (l) 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。

VP1 背書

適用於私家車綜合保險的免費附加保障
謹此附註及同意本保險單申延保障：

(1) 保誠精選「無賠償折扣」保障

倘若在保險期內根據本保險單任何項目作出或引致索償，只要總賠償金額在扣除自負額後，不超過港幣60,000元或承保表所列明的受保汽車保額的15%，以較低者為準，在下次續保時，在第16段提及的「無賠償折扣」將不會被減少並予以保留不變。儘管任何以上所述含有相反條款，當「無賠償折扣」被轉移至其他保險公司，此附加保障將不適用，本公司將計算所有在保險期內的賠償及減少「無賠償折扣」。

(2) 「零」巴仙折舊率

如受保汽車完全損毀，本公司將賠償一輛與受保汽車同型號的汽車而無須扣除折舊率，惟損毀時：

- (a) 投保人為受保汽車的首位註冊車主，及
- (b) 受保汽車自在香港特別行政區政府運輸署首次登記起不超過一年，及
- (c) 受保汽車在生產日十二個月內登記，及
- (d) 受保汽車品牌及型號在香港是有提供到的，及
- (e) 如有任何修改一概予以扣除，及
- (f) 附加配件及設備不獲受保之列，及
- (g) 替換汽車的淨購價在扣除自負額後，不超過承保表所列的受保彌償上限。
當投保人選擇不接受替換汽車或替換汽車於損毀時未獲提供時，本公司將根據本保險單的條款及條件支付投保人，而此附加保障則視作不再適用。

(3) 擋風玻璃保障

倘若擋風玻璃意外損毀，而有關修理費用賠償每次不超過港幣5,000元，本公司可以選擇維修、恢復原狀或更換擋風玻璃或就其損毀支付所需金額，受保人並可獲豁免支付自負額，而在第16段提及受保人的無賠償折扣亦不會於續保時受到任何影響，猶如意外從未發生。倘若賠償額超過港幣5,000元，此阻加保障將不適用。在此情況下，所有賠償將按照自負額及根據在**保誠精選**「無賠償折扣」保障下賠償總額計算。

(4) 交通費用津貼

倘若受保汽車因盜竊或非因機件故障原因的意外導致部份損毀，而根據附加保障(5)二十四小時免費拖車服務中提出有效索償時，在受保汽車拖至本地車房進行修理超逾四十八小時，本公司將由四十八小時起向受保人支付每日港幣200元津貼，每保險期內最高賠償金額以港幣2,000元為限。

此津貼將在受保汽車完成修理後立即停止支付。

(5) 二十四小時免費拖車服務

本公司透過國際救援(亞洲)有限公司(以下簡稱I.P.A.)為受保人安排二十四小時拖車服務。倘受保汽車在路上因意外或機件故障而不能啟動，I.P.A.將安排及支付將受保汽車拖至最近的本地車房、或受保人或獲認可駕駛者指定的本地車房、或受保人的原居地的費用。倘若I.P.A.未能到達受保汽車不能啟動的地方，而必須由I.P.A.以外的其他服務提供者安排拖車服務，在受保人事先通知I.P.A.及向I.P.A.提供有關拖車服務的收據的情況下，I.P.A.將賠償受保人拖車服務的費用。倘受保人或獲認可駕駛者並不在現場、或受保汽車不能啟動是因為電池或汽油不足，此保障將不適用。此保障最高賠償金額以每次及每宗事故港幣2,000元為限。

受保人可致電I.P.A. 二十四小時熱線2851-1990，提供IPA會員編號398064，以獲取以上服務。

本公司將不會就因使用服務而引致的損失、責任、或服務的可獲性而負上任何責任，除非該責任或損失在此額外保障不存在時仍然出現。

(6) 個人意外保障

倘若在保險期內，受保人或指定駕駛者在駕駛受保汽車時因意外而死亡，本公司將向受保人或該指定駕駛者的合法個人代表支付港幣100,000元，但必須符合下列條件：

- (a) 該死亡是因汽車意外而單獨及直接由意外、暴力、外在及可見原因所導致，及
- (b) 該死亡是在意外發生後起十二個月內發生。

(7) 第三者責任賠償追討服務

倘若意外是由受保汽車引致及本公司已根據本保險單作出賠償，本公司將代表受保人向第三者追討賠款。若追討成功，本公司將在扣除因追討賠款而引致的任何費用後按比例退回受保人有關意外的「自負額」。若有關意外受保人所承擔的「自負額」被共數追討時，在來年續保中本公司將視意外猶如沒有發生，並恢復受保人在第16段提及的無賠償折扣，及向受保人退回因無賠償折扣而可減少支付的保費差額。

經過一段合理時間追討後，本公司可根據其成功機會、可被追討款額及若繼續行動所須的資源，選擇放棄向第三者追討賠款。任何追討行動若持續超過三年將被視為不成功，而此附加保障所提供的服務其後將被終止。

(8) 二十四小時賠償諮詢服務

本公司透過國際救援(亞洲)有限公司(以下簡稱I.P.A.)安排二十四小時電話熱線，提供索償程序查詢及索償時需注意的事項。