



# MOTOR INSURANCE

ALL YOU NEED TO KNOW

This booklet explains your new insurance policy, so keep it safe in case you need it.

**Allianz**  **Automotive**

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# Allianz Motor Insurance Policy Wording v3.1 (AZMI3.1)

**Thank you for choosing Allianz Automotive.**

**Please read this Policy carefully to make sure that You have the coverage You need.**

## Your Policy consists of:

- the Application, Proposal and Declaration;
- the terms and conditions as shown in these Policy Provisions (i.e. this document);
- the Policy Schedule; and
- any other memoranda and endorsements.

## Your Policy Schedule shows:

- details of Your coverage;
- the Period of Insurance; and
- any additional terms or conditions that may apply to Your Policy

If You have any queries, please contact Your insurance agent / broker or Our office.

## GENERAL DEFINITIONS

### For the purpose of this Policy:

**“Accessories”** means original video, audio and other equipment as configured in the original specification by Your Motor Vehicle’s manufacturer whilst thereon. Any other additions, unless endorsed under the Policy as add-on benefits as chosen by You in the Application, Proposal and Declaration, will not be covered.

**“Accident”** means an unexpected and unintentional event that is violent, visible and external in relation to the Motor Vehicle.

**“Application, Proposal and Declaration”** means any signed proposal form, and any declaration or information supplied by or on behalf of You in addition thereto or in substitution thereof.

**“Authorized Workshop”** means a workshop We have approved and authorized to repair Your Motor Vehicle following a claim. For the list of the Authorized Workshops please contact Our 24-hour telephone advisory as specified in the Policy Schedule.

**“Event”** means any one event or series of events arising out of one common cause or source in connection with the Motor Vehicle.

**“Geographical Area”, “Hong Kong” or “Hong Kong SAR”** means the territories of Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the Motor Vehicle by sea (including incidental loading or unloading); save and except:

- when paragraph 19.2 is expressly indicated and applied according to Your Policy Schedule, “Geographical Area” shall also include the Guangdong Province of the People’s Republic of China;
- when paragraph 19.3 is expressly indicated and applied according to Your Policy Schedule, “Geographical Area” shall also include the Macau Special Administrative Region.

**“Insured Driver”** means:

- (a) whilst the Motor Vehicle is used for social, domestic or leisure purposes, You

or any other person who is driving on Your order or with Your permission provided that You or the person driving holds a licence to drive the Motor Vehicle 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; or

- (b) whilst the Motor Vehicle used in connection with Your business or the business of any person to whom the Motor Vehicle is engaged:
- i. You or any other person who is in Your employ and is driving on Your order or with Your permission; or
  - ii. any person to whom the Motor Vehicle is engaged or any another person who is in the employ of such engager and is driving on his order or with his permission.

**“Market Value”** means the cost of replacing the Motor Vehicle with one of the same make and model, of similar condition, specification and age as prevailing immediately before the Accident.

**“M.I.B.”** means Motor Insurers’ Bureau of Hong Kong.

**“Motor Vehicle”** means the Motor Vehicle specified in the Schedule without any change or modification to any parts, Accessories, Windscreen and/or windows, unless otherwise declared by You, accepted by Us and endorsed under this Policy.

**“Named Driver”** means any person named in Your Policy Schedule under “Named Driver”.

**“Period of Insurance”** means the period of coverage shown in Your Policy Schedule. Where Your Policy is applied and submitted on the same date, Your Policy becomes effective only at the time Your Application, Proposal and Declaration is accepted by Us.

**“Policy”** means the terms and conditions of these Policy Provisions (i.e. this document), the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read together as one contract and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.

**“Policy Schedule” or “Schedule”** means the document specifying details of Your coverage and any specific terms applicable to Your Policy.

**“Theft”** means an event where a person intentionally and dishonestly takes Your Motor Vehicle, Accessories or spare parts without Your consent at the time that Your Motor Vehicle, Accessories or spare parts is/are taken, with the intention of permanently depriving You of the same.

**“Total Loss”** means when Your insured Motor Vehicle is damaged to the extent that We decide it is not economical or safe to repair, or it is stolen and not recovered.

**“Type of Motor Vehicle”** means the mark in the Policy Schedule which identifies if the insured Motor Vehicle is “Private Car”, “Commercial Vehicle”, “Motorcycle” or any other type of vehicle.

**“Unnamed Driver”** means any person who is not named in Your Policy Schedule or Certificate of Insurance but who is authorized by You to drive the Motor Vehicle.

**“We” or “Us” or “Our” or “The Company” or “Allianz”** means Allianz Automotive (a division of Allianz Global Corporate & Specialty SE Hong Kong Branch (incorporated in the Federal Republic of Germany with limited liabilities)).

**“Windscreen”** refers to the front, side, rear and quarter glass including the sunroof or any glass roof of the Motor Vehicle.

**“You” or “Your” or “Yours”** means the policyholder specified as such in the Schedule.

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

## INTRODUCTION

### 1. Insuring Clause

You and Us agree:

- 1.1 the Application, Proposal and Declaration is incorporated in and is the basis of this insurance contract;
- 1.2 You will pay the premium specified in the Schedule;
- 1.3 We will provide the insurance in the Geographical Area subject to these terms and conditions of this Policy in respect of any Event occurring during the Period of Insurance and as specified in the Schedule; and
- 1.4 the following shall be conditions precedent to Our provision of coverage under this Policy:
  - 1.4.1 observance of these terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by You or any other person claiming to be indemnified; and
  - 1.4.2 the information provided in the Application, the Proposal and Declaration is true and accurate.

### 2. Operative Insurance Cover

- 2.1 Where the “Operative Insurance Cover” in the Schedule is stated to be **“Comprehensive”**, all of these terms and conditions of this Policy hereunder shall apply. For the avoidance of doubt, any benefits described under paragraph 19 shall only be applicable to Your Policy if such coverage is expressly indicated in the Policy Schedule.
- 2.2 Where the “Operative Insurance Cover” in the Schedule is stated to be **“Third Party Only”**, Section I and Section III of these terms and conditions shall not be applicable to Your Policy. For the avoidance of doubt, any benefits described under paragraph 20 shall only be applicable to Your Policy if such coverage is expressly indicated in the Policy Schedule.

### 3. Limitations as to Use of the Motor Vehicle

The insurance coverage under any part of this Policy shall apply only if the Motor Vehicle is used (i) for social, domestic and pleasure purposes; or (ii) in connection with

Your business or the business of any person to whom the Motor Vehicle is engaged.

The Policy will not operate when the Motor Vehicle is used for hire or reward (including but not limited to UBER or GOGO VAN or LALAMOVE or any car-sharing or ride-sharing activities), racing, pacemaking, reliability trial, speed testing, test-driving by any persons (including but not limited to potential buyers) or used for any purpose in connection with the motor trade.

#### 4. No Claim Discount

4.1 In the event that no claim arises or being made under this Policy during any Period of Insurance specified below ("Claim-Free Period"), the Motor Vehicle will enjoy no claim discount ("NCD") on premium as determined by Us upon next Policy renewal, and the NCD should progress to the relevant "NCD Group" as illustrated below corresponding to the applicable "Claim-Free Period".

#### Where the "Type of Motor Vehicle" specified in the Policy Schedule is "Private Car":

Claim-Free Period	NCD Group
Less than one year	0%
One year	20%
2 consecutive years	30%
3 consecutive years	40%
4 consecutive years	50%
5 or more consecutive years	60%

#### Where the "Type of Motor Vehicle" specified in the Policy Schedule is "Commercial Vehicle", "Motorcycle" or any other type of vehicle:

Claim-Free Period	NCD Group
Less than one year	0%
One year	10%
2 consecutive years	20%
3 or more consecutive years	30%

Unless specified otherwise in the Policy Schedule.

- 4.2 If a claim has been made or has arisen under this Policy during a Period of Insurance during which the NCD Group is 40% or less, any NCD shall be cancelled upon next Policy renewal (i.e. 0% NCD Group). For "Private Car" coverage as specified in the Schedule, if a single claim has been made or has arisen under this Policy during a Period of Insurance for which the NCD Group is 50% or 60%, NCD will be reduced at the next renewal to the NCD Group of 20% or 30% respectively; if more than one claim has been made or has arisen during the any Period of Insurance, any NCD shall be cancelled (i.e. 0% NCD Group).
- 4.3 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 NCD pursuant to paragraph 4.2 above notwithstanding any assertion or allegation that You and / or the person claiming to be indemnified is not at fault or has not contributed to the occurrence of the Event resulting in the claim under this Policy.
- 4.4 If two Motor Vehicles or more are insured under this Policy, any discounts applicable under this paragraph 4 shall be applied in respect of each insured Motor Vehicle.
- 4.5 This paragraph 4, if applicable, is subject to "No Claim Discount Protector" as per paragraph 18.9.
- 4.6 For the avoidance of doubt, the percentage under NCD Group may not be the actual figure to apply to derive Your premium saving upon next renewal. The amount of premium saving shall be determined by Us.
- 4.7 If a written confirmation from Your previous motor insurer supporting NCD and/or Claim-Free Period is not available at the point of the Policy's issuance, We reserve the right to request for such written confirmation or any similar written proof at any time during which this Policy is in force, including prior to Us paying any claim and/or renewing the Policy. In the event that NCD and/or Claim-Free Period were applied because of any false or inaccurate information, representation or declaration made in the Application, Proposal and Declaration, We reserve the right to request You to pay to Us any applicable premium difference forthwith to match Your correct risk exposure. For the avoidance of doubt, We shall not be liable for any liability incurred under this Policy where any false, inaccurate or incomplete information, representation or declaration has been made in the Application, Proposal and Declaration.

## SECTION I (Paragraphs 5 – 8)

### 5. Section I Insurance - Against Loss of or Damage to The Motor Vehicle Due to Accident

**5.1** We will indemnify You against loss of or damage to the Motor Vehicle and/or its Accessories and/or its spare parts as configured in the original specification by Your Motor Vehicle's manufacturer whilst thereon, if such loss or damage is due to Accident. We may, at Our option, repair, reinstate or replace the Motor Vehicle and/or its Accessories and/or its spare parts, or reimburse the amount of such loss or damage. Our liability is limited to:

**5.1.1.** the reasonable Market Value of the Motor Vehicle at the time of its loss or damage, as determined in Our sole discretion; or

**5.1.2.** estimated value of the Motor Vehicle as specified in the Schedule;

whichever is the lesser amount, unless specified otherwise in the Policy Schedule.

**5.2** If the Motor Vehicle is disabled by reason of loss or damage insured by this Policy, We will additionally pay the reasonable cost of:

**5.2.1.** protection and removal of the Motor Vehicle to the nearest repairer; and

**5.2.2.** redelivery after repair to Your address within the Geographical Area where the loss or damage was sustained

provided that the amount for such services shall not exceed 20% of the approved cost of repairs to the Motor Vehicle.

**5.3** In the event of loss of or damage to the Motor Vehicle and/or its Accessories and/or its spare parts necessitating the supply of a part not obtainable from stocks available in the Geographical Area in which the Motor Vehicle is held for repair, or in the event of Us exercising the option to reimburse the amount of the loss or damage, Our liability in respect of any such loss or damage shall be limited to the relevant price quoted in the latest catalogue or price list of such part issued by the manufacturer or his agents for the Geographical Area in which the Motor Vehicle is held for repair or, if no such

catalogue or price list exists, the price last obtainable at the manufacturer's works plus the reasonable cost of transport (save and except by air) within the Geographical Area in which the Motor Vehicle 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

**6.1** If at Your request a "Hire Purchase Owner" has been specified in the Schedule, or in a memorandum or endorsement endorsed hereon, any payment in reimbursement by Us in respect of loss of or damage to the Motor Vehicle shall be made payable to the "Hire Purchase Owner" so specified whose receipt shall be a full and final discharge of all Our liability in respect of such loss or damage.

**6.2** You may proceed with the repair of the Motor Vehicle necessitated by damage for which may become payable under this Policy provided that:

**6.2.1** the estimated cost of such repair does not exceed HK\$5,000, unless specified otherwise in the Policy Schedule;

**6.2.2** We are furnished with a detailed estimate of the repair cost; and

**6.2.3** it is determined in Our sole discretion that such repair is necessary and the charge is reasonable.

**6.3** Where the Motor Vehicle is the subject of a claim under Section I, We reserve the right of final approval concerning a proposed place of repair or motor repairer. The Company shall 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) without Our written approval prior to the repair work commences.

**6.4** In so far as indemnity granted under Section I of this Policy is concerned, We reserve the right to appoint a motor repairer for the repair of the Vehicle if the quote of repair cost submitted by You or Your appointed workshop is determined, in Our sole discretion, to be unreasonable.

**6.5** It is a condition precedent to Our liability under this Policy that in respect Theft occurred:

**6.5.1** the Motor Vehicle is fitted with an anti-theft alarm system approved

by Us, and that no withdrawal, alteration or vibration of the system, or any structural alteration which might affect the system, shall be made without Our written consent;

- 6.5.2 the anti-theft alarm system shall have been put into full and effective operation at all times when the Motor Vehicle is unattended, and at all other appropriate times;
- 6.5.3 the anti-theft alarm system shall have been maintained in good order throughout the Period of Insurance;
- 6.5.4 all other protections provided for the safety of the Motor Vehicle shall be maintained in good order throughout the Period of Insurance and that they are in full and effective operations at all times; and
- 6.5.5 all keys and duplicate keys relating to the alarm system shall be removed from the Motor Vehicle when unattended.

## 7. Special Exceptions Applicable to Section I Insurance

We shall not be liable in respect of:

- 7.1 indirect or consequential loss;
- 7.2 depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage;
- 7.3 loss of or damage to the Motor Vehicle arising out of (i) the operation of the Motor Vehicle as a tool; or (ii) the operation of any tool of the Motor Vehicle or any plant forming part of the Motor Vehicle or attached thereto;
- 7.4 any loss, damage or liability whatsoever if the Motor Vehicle does not comply with, at the time of any Event leading to a claim under this Policy, any condition(s) under paragraph 6.5;
- 7.5 damage caused by overloading or strain;
- 7.6 damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time;
- 7.7 damage to Your modified Motor Vehicle which is not configured in the original specification by Your Motor Vehicle's manufacturer, unless any such modification has been declared to Us in the Application, Proposal and Declaration. For the purpose of this paragraph 7.7, "modifications"

are changes to Your Motor Vehicle's original specification, including any optional accessory or equipment. Modifications include, but are not restricted to, changes to the appearance and/or the performance of Your Motor Vehicle (including wheels, suspension, bodywork and engine);

- 7.8 any damage if the driver of the Motor Vehicle leaves the scene of an Accident without lawful excuse, pursuant to the Road Traffic Ordinance, section 56 duty to stop in case of Accident. Leaving the scene of an Accident without lawful excuse means not stopping and not remaining at an Accident scene and not fulfilling Your duties under the applicable law;
- 7.9 claims excess(es) applicable to Section I.

## 8. Claims Excesses Applicable to Section I Insurance

- 8.1 In respect of any Event giving rise to a claim (other than Theft or attempted Theft), We shall not be liable for the first amount of such claim specified in the Policy Schedule as "General Excess".
- 8.2 The first amount of any claim for which We are not liable pursuant to paragraph 8.1 above will be increased if, at the time of the occurrence of the Event giving rise to the claim:
  - 8.2.1 the Motor Vehicle 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;
  - 8.2.2 the Motor Vehicle 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;
  - 8.2.3 the Motor Vehicle is being driven by a person who has not held for a period of 2 years a valid driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule; or
  - 8.2.4 the Motor Vehicle is parked, by an additional amount by way of the "Parking Damage Excess" specified in the Schedule.
- 8.3 In respect of any claim arising out of Theft or attempted Theft of the Motor Vehicle, We shall not be liable for the first amount of each claim specified in the Schedule as the "Theft Loss Excess".



- 8.4** In respect of any claim relating to the accidental breakage of glass in the Windscreen, windows, or glass panoramic roof or mirrors of the Motor Vehicle, and that there is no other damage to the Motor Vehicle, We shall not be liable for the first amount of each claim specified in the Schedule as the "Windscreen Excess".
- 8.5** In the event of a claim under Section I:
- 8.5.1** if paragraph 8.3 above is applicable, then paragraphs 8.1 and 8.2 above will not be applicable;
- 8.5.2** if paragraph 8.1 and one or more of sub-paragraphs 8.2.1, 8.2.2, 8.2.3 and 8.2.4 mentioned above are applicable, the first amount of such claim for which We are not liable will be calculated in aggregate;
- 8.5.3** if the expenditure incurred by Us included any amount for which We are not liable pursuant to paragraphs 8.1, 8.2, or 8.3, You shall forthwith repay such amount to Us.
- 8.6** The provisions of paragraph 8.2 above shall not apply to loss of or damage to the Motor Vehicle caused by fire, self-ignition, lightning or explosion which arises independently and not out of any preceding Accident involving the Motor Vehicle.

## SECTION II (Paragraphs 9 – 14)

### 9. Section II Insurance - Against Third Party Legal Liabilities

Subject to paragraphs 10, 11 and 12, We will indemnify You, any Insured Driver and/or any person (other than the person driving) in or getting into or out of the Motor Vehicle against all sums including costs and expenses which You 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 You and/or such Insured Driver and/or such other person with Our written consent in respect of:

- 9.1** death of or bodily injury to any person; and/or
- 9.2** 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 Vehicle including the loading or unloading of goods onto or from the Motor Vehicle and within the limits of any carriageway or thoroughfare the bringing of goods to the Motor Vehicle for loading thereon or the taking away of goods from the Motor Vehicle after unloading therefrom.

### 10. Policy Limits of Liability Applicable to Section II Insurance

- 10.1** Our indemnity to You 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 Your behalf and/or such other person with Our written consent arising out of any Event is limited to:
- 10.1.1** HK\$100,000,000 in respect of death of or bodily injury to any person pursuant to paragraph 9.1 above; and
- 10.1.2** HK\$2,000,000 in respect of damage to property pursuant to paragraph 9.2.

Where the Policy insures more than one Motor Vehicle, the limitations of Our indemnity will nevertheless apply irrespective of the number of insured Motor Vehicles that may be involved in the same Event.

- 10.2** If the occurrence of any Event results in indemnity to more than one person, the limitations of Our liability specified in paragraph 10.1 above will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to You.
- 10.3** At any time after the happening of any Event giving rise to a claim or a series of claims under Section II, We may pay to You and/or any other person claiming to be indemnified the respective full amount of Our liability specified in paragraph 10.1 above (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled, and We 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 You or such person in consequence of any alleged action or omission of Us in connection with such defence settlement or proceedings or of Us relinquishing such conduct nor shall We be liable for any costs or expenses whatsoever incurred by You or by such person or by any claimant or other person after We shall have relinquished such conduct.
- 11. Special Conditions Applicable to Section II insurance**
- 11.1** In the event of the death of any person entitled to indemnity under Section II, We will in respect of the liability incurred by such person indemnify his legal personal representative subject to the limitations specified hereunder which apply to such person.
- 11.2** We may at Our option and expense:
- 11.2.1** 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
- 11.2.2** undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any Event which may be the subject of indemnity under Section II.
- 12. Special Exceptions Applicable to Section II Insurance**
- We shall not be liable:
- 12.1** to indemnify any person claiming to be indemnified:
- 12.1.1** unless such person shall observe, fulfil and be subject to the terms and conditions of this Policy in so far as they can apply; or
- 12.1.2** if such person is entitled to indemnity for the same Event under any other insurance policy;
- 12.2** in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
- 12.2.1** any person (including You) claiming to be indemnified under Section II; or
- 12.2.2** the employer of any person (including Yours) claiming to be indemnified under Section II;
- 12.3** in respect of damage to property being conveyed by the Motor Vehicle or by a trailer attached thereto or to property belonging to or held in trust by or in the custody or control of:
- 12.3.1** any person claiming to be indemnified under Section II; or
- 12.3.2** a member of the same household of any person (including Yours) claiming to be indemnified under Section II;
- 12.4** in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong SAR;
- 12.5** (except so far as is necessary to meet the requirements of the Motor Vehicle Insurance (Third Party Risks) Ordinance) in respect of any liability arising out of (i) the operation of the Motor Vehicle as a tool or (ii) the operation of any tool or any plant forming part of the Motor Vehicle or attached thereto;
- 12.6** in respect of loss of or damage to utensils, stock-in-trade, surgical instruments, medical appliances or supplies and X-ray apparatus on the Motor Vehicle;
- 12.7** in respect of death of or bodily injury to or illness of any person caused by or through or in connection with or arising from:
- 12.7.1** poisoning of any kind or foreign or deleterious matter in food or drink;
- 12.7.2** anything harmful in the condition of any goods supplied at or from the Motor Vehicle or defective condition of the container of such goods; or

- 12.7.3** anything harmful or defective in any treatment given at or from the Motor Vehicle;
- 12.8** in respect of loss of or damage by vibration or by the weight of the Motor Vehicle and/or of the load carried by the Motor Vehicle to any bridge, weighbridge, viaduct road or anything beneath;
- 12.9** in respect of damage to any disabled mechanically propelled vehicle or property therein attached to the Motor Vehicle;
- 12.10** death, injury, loss or damage directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This exclusion shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Area of this Policy;
- 12.11** death or injury to any person or damage arising out of the presence of the Motor Vehicle in or on part of an aerodrome, airport, airfield or military base provided for
- 12.11.1** the take-off or landing of aircraft or the movement of aircraft on the surface.
- 12.11.2** aircraft parking aprons including the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars;
- 12.12** any claims excesses applicable under Section II of these terms and conditions of this Policy.
- 13.2.1** the Motor Vehicle 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 Third Party Property Damage Excess" specified in the Schedule;
- 13.2.2** the Motor Vehicle is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Third Party Property Damage Excess" specified in the Schedule;
- 13.2.3** the Motor Vehicle is being driven by a person who has not held for a period of 2 years a valid driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperienced Driver Third Party Property Damage Excess" specified in the Schedule;
- 13.3** If paragraph 13.1 and one or more of sub-paragraphs 13.2.1 and 13.2.2 mentioned above are applicable, the first amount of such claim for which We are not liable will be calculated in aggregate;
- 13.4** If the expenditure incurred by Us is resulting from a claim includes the amount for which We are not liable pursuant to paragraph 13.1 or 13.2, You shall forthwith repay such amount to Us.

#### **14. Avoidance of Certain Terms and Right of Recovery**

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

### **13. Claims Excesses Applicable to Section II insurance**

- 13.1** In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, We shall not be liable for the first amount of such claim specified in the Schedule as "Third Party Property Damage Excess".
- 13.2** The first amount of any claim for which We are not liable pursuant to paragraph 13.1 above will be increased if, at the time of the occurrence of the Event giving rise to the claim:

## SECTION III (Paragraph 15)

### 15. Section III Insurance - Indemnity of Medical Expenses

We will pay to You the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by You or the Insured Driver (other than You) or any occupant of the Motor Vehicle as the direct and immediate result of an Accident to the Motor Vehicle, provided always that Our liability under Section III arising out of any Event shall not exceed a total limit of HK\$ 10,000 for all claims made under this Policy unless specified otherwise in the Policy Schedule.

### 16. General Exclusions

We will not be liable under the Policy in respect of any of the following:

**16.1** any Accident, loss, damage or liability caused, sustained or incurred:

**16.1.1** outside the Geographical Area; or

**16.1.2** whilst on Your order or with Your permission or to Your knowledge the Motor Vehicle is in respect of which coverage is provided by this Policy is being used otherwise than in accordance with these terms and conditions of this Policy as to use of the Motor Vehicle, or being driven by any person not authorized by You, or is for the purposes of being driven by You in the charge of such person;

**16.2** any Accident, loss, damage or liability caused, sustained or incurred whilst the Motor Vehicle is being driven by, or is in the charge of, or is under the control of You or Insured Driver:

**16.2.1** who is convicted of an offence being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Vehicle; or

**16.2.2** being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Vehicle; or

**16.2.3** 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

**16.2.4** who failed, without reasonable excuse, to provide a specimen of breath, blood, or urine for testing or analysis as required by law.

**16.3** death or injury to any person or damage arising out of the presence of the Motor Vehicle in or on part of an aerodrome, airport, airfield or military base provided for

**16.3.1** the take-off or landing of aircraft or the movement of aircraft on the surface; or

**16.3.2** aircraft parking aprons including the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars;

**16.4** any Accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly, proximately or remotely occasioned by, contributed to, traceable to, arising out of or in connection with:

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

**16.4.2** strike, riot, civil commotion;

**16.4.3** detention, seizure, confiscation or any attempt thereof;

**16.4.4** nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or

**16.4.5** any act of any person or persons acting on behalf of or in connection with any organization the objectives of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means,

or by any direct or indirect consequences of any of the above occurrences. In any action suit or other proceedings where the Company alleges that by reason of this paragraph 16.4, any Accident, loss, damage or liability is not indemnifiable under this Policy, the burden of proving that such Accident, loss, damage or liability is indemnifiable shall be on the person claiming to be indemnified.

- 16.5** any liability which attaches by virtue of another agreement but which would not have attached in the absence of such agreement;
- 16.6** 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 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 16.6, combustion shall include any self-sustaining process of nuclear fission;
- 16.7** any Accident, loss, damage or liability directly or indirectly caused by or contributed to or arising from nuclear weapon materials;
- 16.8** death, injury, loss or damage directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This exclusion shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Area of this Policy;
- 16.9** any liability incurred under this Policy where any false, inaccurate or incomplete information, representation or declaration has been made in the Application, Proposal and Declaration;
- 16.10** any Accident, loss, damage or liability caused, sustained or incurred when the Motor Vehicle is in control by any person without a valid (and not disqualified) driving license as required under the laws or regulations or by the licensing authority of the Geographical Area;
- 16.11** any Accident, loss, damage or liability caused, sustained or incurred when the Motor Vehicle is used for hire or reward (including but not limited to UBER or GOGOVAN or LALAMOVE or any car-sharing or ride-sharing activities), racing, pacemaking, reliability trial, speed testing, being test-driven for road-worthiness after repairs, test-driving by any persons (including but not limited to potential buyers) or used for any purpose in connection with motor trade, unless it is provided otherwise in the Policy Schedule;
- 16.12** any Accident, loss, damage or liability caused by or contributed to, by or arising from any failure to comply with and observe all applicable provisions, regulations or requirements relating to the carriage of dangerous goods;
- 16.13** any Accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) if the driver of the Motor Vehicle leaves the scene of an Accident without lawful excuse, pursuant to the Road Traffic Ordinance, section 56 duty to stop in case of Accident, where, owing to the presence of a vehicle on a road, an Accident occurs whereby (a) personal injury is caused to a person other than the driver of that vehicle; or (b) damage is caused to a vehicle other than that vehicle or a trailer drawn thereby; an animal other than an animal in or on that vehicle or a trailer drawn thereby; or any other thing not being in or on that vehicle or a trailer drawn thereby, the driver of that vehicle shall stop. Leaving the scene of an Accident without lawful excuse means not stopping and not remaining at an Accident scene and not fulfilling Your duties under the applicable law;
- 16.14** any Accident, loss, damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) due to deliberate, intentional, malicious or criminal act caused by or involving:
- 16.14.1** You;
- 16.14.2** any other person who is a Named Driver;
- 16.14.3** any other person who has been given permission by You to drive the Motor Vehicle; or
- 16.14.4** any other person who is acting with Your express or implied consent.
- 16.15** Terrorism Exclusion Clause for Contamination and Explosives
- 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:
- 16.15.1** biological or chemical contamination; or
- 16.15.2** 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 sub-paragraph 16.15.1, "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substance.

#### 16.16 War and Terrorism Exclusion

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes loss, damage, cost or 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:

**16.16.1** war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

**16.16.2** 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 paragraph 16.16 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 16.16.1 and/or 16.16.2 above.

#### 16.17 Sanction Limitation and Exclusion Clause

Under no circumstances shall this insurance contract be deemed to provide coverage and no liability be incurred to pay any claim or provide

any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose Us 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.

This Policy shall not be deemed to provide coverage and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

#### 16.18 Institute Cyber Attack Exclusion Clause

In no case shall this Policy cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

#### 16.19 Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

**16.19.1** This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

**16.19.2** Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

- 16.19.3** Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.
- 16.20** Electronic Data Processing Media Valuation
- Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:
- 16.20.1** Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such electronic data to the assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.
- 17. General Conditions**
- 17.1** Every notice or communication to be given or made under this Policy shall be delivered in writing to Us.
- 17.2** In the event of any occurrence which may give rise to a claim under this Policy, You shall immediately give notice to Us with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to Us immediately on receipt by You. Notice shall also be given in writing to Us immediately if You 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, You shall give immediate notice to the Police and cooperate with Us in securing the conviction of the offender.
- 17.3** Any indemnity paid for an insured person's death under the Policy shall be payable to the insured person's estate or legal representative.
- 17.4** If the claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, all benefits in respect of such claims shall be forfeited and repaid to Us forthwith, and We reserve all Our rights and remedies, at law or otherwise, in such matter.
- 17.5** No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of You or any person claiming to be indemnified without the prior written consent of Us which shall be entitled to take over and conduct in the name of You or such person the defence or settlement of any claim, or to prosecute in the name of You or such person for Our own benefit any claim for indemnity or damages or otherwise and We shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You and such person shall give all such information and assistance as We may require.
- 17.6** You shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain it in efficient condition and We shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of Yours. In the event of any Accident or breakdown, the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Vehicle be driven before the necessary repairs are effected, any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of indemnity granted by this Policy.
- 17.7** We may cancel this Policy by giving seven (7) days' notice by registered letter to You at Your last known address and in such event will return to You the premium paid less the pro rata portion thereof for the period this Policy has been in force.
- 17.8** This Policy may be cancelled at any time by You on seven (7) days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate of Insurance has been returned to Us on or before the date of cancellation) You shall be entitled to a return of premium less the premium calculated at Our short period rates for the period the Policy has been in force.

**Short Period Rates are defined as:**

Policy Period not exceeding	Premium Payable
1 Month	20% of annual rate
2 Months	30% of annual rate
3 Months	40% of annual rate
4 Months	50% of annual rate
5 Months	60% of annual rate
6 Months	70% of annual rate
8 Months	80% of annual rate
Exceeding 8 Months	Full annual premium

Pursuant to paragraph 17.16 the Premium Payable calculated at Our short period rate is subject to minimum premium, and is not lower than HK\$500 (not including M.I.B. surcharge and/or other applicable taxes).

- 17.9** If a claim has arisen during the current Period of Insurance, You are not entitled to return of premium.
- 17.10** Once the insured Motor Vehicle is declared Total Loss and has been paid the sum insured or limit of indemnity (whichever is the lesser), or had the Motor Vehicle replaced, the Policy conditions have been met in full and Our liability of the Policy is fully discharged, Your coverage comes to an end.
- 17.11** No notice of assignment of interest under this Policy shall be binding upon Us unless and until the original or a duplicate thereof is filed at the office of Allianz Automotive (a division of Allianz Global Corporate & Specialty SE Hong Kong Branch (incorporated in the Federal Republic of Germany with limited liabilities)) and Our consent to such assignment is endorsed. We do not assume any responsibility for the validity of an assignment.
- 17.12** If at the time of a claim arises under this Policy there is any other insurance policy covering the same loss, damage or liability, We shall not be liable to pay or contribute more than Our rateable proportion of any loss, damage, compensation, costs or expenses, provided always that nothing in this paragraph 17.12 shall impose on Us any liability from which but

for this paragraph 17.12 We would not have been liable pursuant to sub-paragraph 12.1.2.

- 17.13** All disputes arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If We disclaim liability for any claim made under this Policy and such claim is not within twelve (12) calendar months from the date of such disclaimer referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 17.14** This Policy is subject to the exclusive jurisdiction of Hong Kong SAR and is to be construed according to the laws of Hong Kong.
- 17.15** Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
- 17.16** This Policy is subject to a minimum premium of HK\$500 (not including M.I.B. surcharge and/or other applicable taxes).

**18. Additional Benefits Applicable to “Comprehensive” Cover****18.1 Personal Accident Benefit for the Named Driver**

We will pay this benefit according to the amount provided below for bodily injury sustained by the Named Driver specified in the Policy Schedule who is embarking / disembarking or driving the Motor Vehicle during the time of Accident, and caused by violent, accidental, external and visible means which are independent of any other cause (excluding medical or surgical treatment consequent upon such injury), within three (3) calendar months of the occurrence of such bodily injury resulting in:



Table of Benefits		
		Benefit amount*
<b>Section A</b>		
	Death	100%
<b>Section B</b>		
1.	Permanent Total Disablement	100%
2.	Permanent and Incurable Paralysis of all Limbs	100%
3.	Permanent Total Loss of Sight in both Eyes	100%
4.	Permanent Total Loss of Sight in one Eye	100%
5.	Loss of or Permanent Total Loss of use of two Limbs	100%
6.	Loss of or Permanent Total Loss of use of one Limb	100%
7.	Loss of Speech and Hearing	100%
8.	Permanent and Incurable Insanity	100%
9.	Permanent Total Loss of Hearing in :	
	9.1 Both Ears	75%
	9.2 One Ear	15%
10.	Loss of Speech	50%
11.	Permanent Total Loss of the Lens of one Eye	50%
12.	Loss of or Permanent Total Loss of use of four Fingers and Thumb of :	
	12.1 Right Hand	75%
	12.2 Left Hand	50%
13.	Loss of or Permanent Total Loss of use of four Fingers of :	
	13.1 Right Hand	40%
	13.2 Left Hand	30%
14.	Loss of or Permanent Total Loss of use of one Thumb :	
	14.1 both Right Joints	30%
	14.2 one Right Joint	15%
	14.3 both Left Joints	20%
	14.4 one Left Joint	10%

15.	Loss of or Permanent Total Loss of use of Fingers :	
	15.1 three Right Joints	10%
	15.2 two Right Joints	7.5%
	15.3 one Right Joint	5%
	15.4 three Left Joints	7.5%
	15.5 two Left Joints	5%
	15.6 one Left Joint	2%
	In the event that the Insured Person is left-handed, the applicable percentages for left and right hands as shown in 12 to 15 shall be reversed.	
16.	Loss of or Permanent Total Loss of use of Toes :	
	16.1 all-one Foot	15%
	16.2 both great Joints	5%
	16.3 great Joint	3%
17.	Fractured Leg or Patella with established non-union	10%
18.	Shortening of Leg by at least 5 cm	7.5%
19.	Permanent Disability not otherwise provided for under any of the Loss in Section B such percentage of the Principal Sum Insured shall be determined at the absolute discretion of Us and being in Our opinion not inconsistent with the compensation provided under Loss 9 to 18 inclusive. If more than one Loss result from one Accident, only the amount set opposite one Loss (the greater) will be paid. In no event shall duplicate or multiple motor policies with the same Insured Person increase the amount of benefits in excess of the above sum for any one Loss sustained by the Insured Person as a result of any one Accident. 'Loss' shall mean complete severance through or above the wrist or ankle joint or irrecoverable loss of entire sight or speech.	
20.	Permanent Total Disablement means bodily injury which prevents the Insured Person from attending to his business or occupation of any kind with proof satisfactory to Us that such disablement has continued for one year from the date of occurrence and will in all probability continue for the remainder of the Insured Person's life.	

Benefit Amount\*: Benefit amount, as a % of the Personal Accident benefit limit specified in the Policy Schedule

- 18.1.1** The insurance coverage for the Named Driver is limited to Geographical Area.
- 18.1.2** Our liability in aggregate per Period of Insurance is limited to the “Personal Accident” sum insured specified in the Policy Schedule.
- 18.1.3** This Policy does not cover any loss caused by or resulting from:
- 18.1.3.1** suicide or any attempt thereof;
  - 18.1.3.2** engaging in or practising for racing of any kind other than on foot or speed or duration testing;
  - 18.1.3.3** any person affected (temporarily or otherwise) by alcohol or drugs while controlling the Motor Vehicle; or
  - 18.1.3.4** any pre-existing medical condition, physical defect or infirmity.

## **18.2** New for Old Replacement Car

In the event of a total loss of the Motor Vehicle, We agree to replace the Motor Vehicle with the same make and model without deducting any depreciation provided that:

- 18.2.1** You are the first registered owner of the Motor Vehicle;
- 18.2.2** the loss occurs within the first twelve (12) months of the first registration of the Motor Vehicle with the Transport Department, unless specified otherwise in the Policy Schedule;
- 18.2.3** the first registration of the Motor Vehicle with the Transport Department must be made within twelve (12) months from the date of manufacture thereof;
- 18.2.4** the make and model of the Motor Vehicle is available in Hong Kong SAR;
- 18.2.5** the modifications made to the Motor Vehicle, if any, are excluded and deducted from any reimbursement hereunder;
- 18.2.6** additional Accessories and equipment are excluded, other than optional Accessories and equipment installed by Motor Vehicle manufacturer and the value of which is included in the purchase price of the Motor Vehicle;
- 18.2.7** the net purchase price of the replacement vehicle does not exceed the estimated value of the Motor Vehicle as specified in the Schedule;

- 18.2.8** the estimated value of the Motor Vehicle equals the net purchase price of the Motor Vehicle; and
- 18.2.9** written consent from the Company must be obtained before replacement.

However, if You choose not to accept the replacement vehicle or the replacement vehicle is not available, We will instead reimburse You in accordance with Section I of these terms and conditions of this Policy.

## **18.3** New Nil Depreciation on Repairs

In the event of the Accident that repairs to the Motor Vehicle are required, there will be no deduction made for depreciation on those spare parts which need replacement, provided that:

- 18.3.1** first registration of the Motor Vehicle with the Transport Department is made within twelve (12) months after the date of manufacture thereof; and
- 18.3.2** any loss that requires repair hereunder occurred within the first twelve (12) months of the first registration of the Motor Vehicle with the Transport Department.

## **18.4** Windscreen Replacement Benefit

We will pay a maximum of HK\$ 5,000 (unless specified otherwise in the Policy Schedule), in aggregate per Period of Insurance, for repair or replacement of any glass in the Windscreen, or in the windows of the Motor Vehicle, following accidental breakage of such glass, provided that there is no other damage to the Motor Vehicle. For the purpose of this paragraph 18.4, “breakage” means physical damage to glass in the Windscreen or in the windows of the Motor Vehicle, but does not include cosmetic damage or any defects of manufacture.

In respect of any Event giving rise to a claim, We shall not be liable for the first amount of such claim specified in the Policy Schedule as “Windscreen Excess” if such is specified in the Policy Schedule.

If You use Our Premium Glass Repair Partner, payment will be handled directly by Us. For the list of Premium Glass Repair Partners, You may contact 24-hour accident assistance hotline as specified in the Policy Schedule.

Payment made by Us under this paragraph 18.4 will not count as a claim for the purpose of paragraph 4 “No Claim Discount”.

“Windscreen Replacement Benefit” does not apply to the Motor Vehicles where the “Type of Motor Vehicle” is specified as “Commercial Vehicle” in the Policy Schedule, unless specified otherwise.

### 18.5 Courtesy Car

In the event of

- 18.5.1** an Accident resulting in the immobilisation of the Motor Vehicle and provided the Motor Vehicle is lodged in a motor repairer and the repairing time is over forty eight (48) hours (subject to immediate notification to Us upon arrival of the Motor Vehicle at the motor repairer); or
- 18.5.2** Theft of the Motor Vehicle, which is reportedly stolen for more than forty eight (48) hours, with the support of the police report confirming the date and time of the Theft;

We will at Our own expense and at Your request supply a substitute car, provided that:

- 18.5.3** the make and model of the substitute car is at Our sole discretion and may not be identical to Your Motor Vehicle;
- 18.5.4** We are not responsible for the delivery of the substitute car;
- 18.5.5** only You and the Named Driver(s) specified in the Policy Schedule can be registered as the driver of the substitute car;
- 18.5.6** You shall upon claiming under this benefit comply with any terms and conditions issued by the car rental facility.

This benefit will terminate when the repair of the Motor Vehicle is completed or the stolen Motor Vehicle is recovered in normal condition. The maximum total cost of this benefit will be limited to five (5) calendar days and with a daily limit of HK\$1,000, in aggregate per Period of Insurance, unless specified otherwise in the Policy Schedule.

“Courtesy car” benefit does not apply to the Motor Vehicles where the “Type of Motor Vehicle” is specified as “Commercial Vehicle” in the Policy Schedule, unless specified otherwise.

### 18.6 24-Hour Emergency Roadside Assistance

In the event of mechanical breakdown of, or Accident to the Motor Vehicle on the road, excluding the failure of security system of the Motor Vehicle, please contact

Our 24-hour telephone advisory hotline as specified in the Policy Schedule and if the Motor Vehicle is known to be immobilised, unfit or unsafe to be driven, We will at Our own expense, excluding any spare parts or Accessories, arrange emergency roadside repair service at the request of You or Insured Driver on the spot. In such case, the Motor Vehicle must not be left unattended prior to the arrival of the provider of the repair service.

In the event of adverse conditions beyond Our control, We reserve the right to suspend the services provided under this sub-paragraph.

### 18.7 24-Hour Free Towing Service

If the Motor Vehicle is immobilised on the road due to an Accident or mechanical breakdown, excluding the failure of security system of the Motor Vehicle, please contact Our 24-hour telephone advisory as specified in the Policy Schedule and if the condition of which is beyond repair on the spot, We will at Our own expense, arrange for the Motor Vehicle to be towed to vehicle repairer or other place in Hong Kong SAR requested by You or Insured Driver, provided that the amount recoverable hereunder shall not exceed HK\$2,000 per Period of Insurance. In such case the Motor Vehicle must not be left unattended prior to the arrival of the provider of the towing service.

We will not be responsible for any damage to or Theft of any objects and Accessories which are left in or outside the Motor Vehicle.

In the event of adverse conditions beyond Our control, We reserve the right to suspend the services provided under this sub-paragraph.

### 18.8 Claims Recovery Service

**18.8.1** In the event of Us having paid a claim under this Policy, We shall have the right to undertake on Your behalf to pursue a recovery of the claims excesses from the liable third party. If successful, We will refund to You a rateable proportion of the claims excesses, less any fees incurred by Us in pursuing the recovery.

**18.8.2** The recovery of the claims excesses is not guaranteed and We reserve all rights at Our sole and absolute discretion to discontinue / abandon / relinquish the conduct of any recovery action, whether in whole or part and whenever We consider appropriate. For avoidance of any doubt, We shall not be liable under any circumstances for any unsuccessful or discontinued / abandoned / unfinished recovery action.

**18.8.3** Where a full recovery of claim excesses is made, We will reinstate the applicable NCD with reference to paragraph 4 for the renewal subsequent to the recovery;

**18.8.4** In the event of the adjusted claim being made under the claims excesses, or if the coverage under Your Policy is "Third Party Only", We may at Our sole discretion assist You in pursuing the claim against the liable third party. We shall not be obligated or liable to take, or refuse to take, any action against any party pursuant to the recovery.

Provided that You must lodge a complaint with the police against the third party and that the third party is successfully prosecuted for careless driving or the like by the court.

### **18.9 No Claim Discount Protector**

If the total claims under this Policy in any Period of Insurance does not exceed HK\$100,000 after the application of any applicable excess(es) as specified in the Policy Schedule, You will, at the subsequent renewal, be assigned to the same NCD Group (with reference to the table under paragraph 4.1) as in the Period of Insurance immediately preceding such renewal.

Notwithstanding the foregoing, any entitlement or protection regarding Your NCD shall not be transferrable to any insurance policy issued to You by any other insurance company for whatever reason, including but not limited to termination or non-renewal of this Policy.

### **19. Add-on Benefits Applicable to "Comprehensive" Cover**

Where any of the following add-on benefits are expressly mentioned on Your Policy Schedule, they shall form part of Your coverage under the Policy. Please refer to the below paragraphs for full details of these add-on benefits.

For the avoidance of doubt, benefits under this paragraph 19 shall not be applicable in any event where the "Operative Insurance Cover" specified in the Policy Schedule is "Third Party Only". Additional excesses may also be applicable as specified in the Policy Schedule.

#### **19.1 Key protection**

In the event of the irrecoverable loss or irreparable damage of either the primary or spare key of The Motor Vehicle, We will pay for the costs of the replacement of the key, and, if applicable, system recoding and disabling the existing code

concerning the Motor Vehicle key.

In the event of the irrecoverable loss or irreparable damage of both the primary and spare key of The Motor Vehicle, We will compensate the cost of replacing the primary and spare keys, and, if applicable, system recoding and key lock setting concerning the Motor Vehicle keys.

You are entitled to only one claim under this paragraph 19.1 during a Period of Insurance irrespective of the type of loss / damage to the Motor Vehicle key(s). The maximum limit payable for such loss or damage of the Motor Vehicle key in aggregate per Period of Insurance is limited to HK\$ 5,000 unless specified otherwise in the Policy Schedule.

In respect of any Event giving rise to a claim, We shall not be liable for the first amount of such claim specified in the Policy Schedule as "Key Protection Excess" if such is specified in the Policy Schedule.

We shall not be liable in the event of any of the followings:

- 19.1.1** Replacement of any primary key, spare key, or key lock set, if the replacement is not carried out in Authorized Workshop;
- 19.1.2** Replacement of any primary key, spare key, or key lock set, without evidence of the lost or damaged unit having been disabled by Authorized Workshop;
- 19.1.3** Consequential loss, indirect loss, or loss of income / profits due to any loss or damage of the primary or spare key; or
- 19.1.4** Replacement of any key lock set, unless the request is supported by a police report concerning the event leading to the loss or damage of both primary and spare key.

#### **19.2 Motor Vehicle Damage In Guangdong Province of the People's Republic Of China**

In consideration of Your payment of additional premium as quoted by Us from time to time, Your Policy shall be extended to cover You and Your Motor Vehicle under "Section I Against Loss of or Damage to The Motor Vehicle" and "Section III Insurance - Indemnity of Medical Expenses" whilst being driven in the Guangdong Province of the People's Republic of China. Indemnity limits of the Policy (aggregate or otherwise) shall remain unchanged. For the purpose of this paragraph 19.2, any loss payable or any repair made to the Motor Vehicle shall be carried out in Hong Kong SAR only.

For any claim arising within Guangdong Province of the People's Republic Of China, the applicable excesses to Section I insurance are stated in Your Policy Schedule.

We shall not be liable for any costs incurred as a result of removal of the Motor Vehicle from Guangdong Province, China to Hong Kong SAR together with any customs, import or export duties or surcharges imposed upon the Motor Vehicle or its owner by the People's Republic of China.

For the purpose of this paragraph 19.2, the benefits under paragraph 18 shall be applicable except for:

**19.2.1** "Courtesy Car" under paragraph 18.5; and

**19.2.2** "Claims Recovery Services" under paragraph 18.8.

### 19.3 Motor Vehicle Damage In The Macau Special Administrative Region

In consideration of Your payment of additional premium as quoted by Us from time to time, Your Policy shall be extended to cover You and Your Motor Vehicle under "Section I Against Loss of or Damage to The Motor Vehicle" and "Section III Insurance - Indemnity of Medical Expenses" whilst being driven in the Macau Special Administrative Region. Indemnity limits of the Policy (aggregate or otherwise) shall remain unchanged. For the purpose of this paragraph 19.3, any loss payable or any repair made to the Motor Vehicle shall be carried out in Hong Kong SAR only.

For any claim arising within the Macau Special Administrative Region, the applicable excesses to Section I insurance are stated in Your Policy Schedule.

We shall not be liable for any costs incurred as a result of removal of the Motor Vehicle from the Macau Special Administrative Region to Hong Kong SAR together with any customs, import or export duties or surcharges imposed upon the Motor Vehicle or its owner by the Macau Special Administrative Region.

For the purpose of this paragraph 19.3, the benefits under paragraph 18 shall be applicable except for:

**19.3.1** "Courtesy Car" under paragraph 18.5; and

**19.3.2** "Claims Recovery Services" under paragraph 18.8.

### 20. Add-on Benefits Applicable to "Third Party Only" Cover

Where any of the following add-on benefits are expressly mentioned on Your Policy Schedule, they shall form part of Your coverage under the Policy. Please refer to the below paragraphs for full details of these add-on benefits.

#### 20.1 Personal Accident Benefit for the Named Driver

We will pay compensation according to the amount provided below for bodily injury sustained by the Named Driver specified in the Policy Schedule who is embarking / disembarking or driving the Motor Vehicle during the time of Accident, and caused by violent accidental external and visible means which are independent of any other cause (excluding medical or surgical treatment consequent upon such injury), within three (3) calendar months of the occurrence of such bodily injury resulting in:

Table of Benefits		
		Benefit amount*
<b>Section A</b>		
	Death	100%
<b>Section B</b>		
1.	Permanent Total Disablement	100%
2.	Permanent and Incurable Paralysis of all Limbs	100%
3.	Permanent Total Loss of Sight in both Eyes	100%
4.	Permanent Total Loss of Sight in one Eye	100%
5.	Loss of or Permanent Total Loss of use of two Limbs	100%
6.	Loss of or Permanent Total Loss of use of one Limb	100%
7.	Loss of Speech and Hearing	100%
8.	Permanent and Incurable Insanity	100%
9.	Permanent Total Loss of Hearing in :	
	9.1 Both Ears	75%
	9.2 One Ear	15%
10.	Loss of Speech	50%
11.	Permanent Total Loss of the Lens of one Eye	50%
12.	Loss of or Permanent Total Loss of use of four Fingers and Thumb of :	
	12.1 Right Hand	75%
	12.2 Left Hand	50%
13.	Loss of or Permanent Total Loss of use of four Fingers of :	
	13.1 Right Hand	40%
	13.2 Left Hand	30%

14.	Loss of or Permanent Total Loss of use of one Thumb :	
	14.1 both Right Joints	30%
	14.2 one Right Joint	15%
	14.3 both Left Joints	20%
	14.4 one Left Joint	10%
15.	Loss of or Permanent Total Loss of use of Fingers :	
	15.1 three Right Joints	10%
	15.2 two Right Joints	7.5%
	15.3 one Right Joint	5%
	15.4 three Left Joints	7.5%
	15.5 two Left Joints	5%
	15.6 one Left Joint	2%
In the event that the Insured Person is left-handed, the applicable percentages for left and right hands as shown in 12 to 15 shall be reversed.		
16.	Loss of or Permanent Total Loss of use of Toes:	
	16.1 all-one Foot	15%
	16.2 both great Joints	5%
	16.3 great Joint	3%
17.	Fractured Leg or Patella with established non-union	10%
18.	Shortening of Leg by at least 5 cm	7.5%
19.	Permanent Disability not otherwise provided for under any of the Loss in Section B such percentage of the Principal Sum Insured shall be determined at the absolute discretion of Us and being in Our opinion not inconsistent with the compensation provided under Loss 9 to 18 inclusive.	
	If more than one Loss result from one Accident, only the amount set opposite one Loss (the greater) will be paid. In no event shall duplicate or multiple motor policies with the same Insured Person increase the amount of benefits in excess of the above sum for any one Loss sustained by the Insured Person as a result of any one Accident. 'Loss' shall mean complete severance through or above the wrist or ankle joint or irrecoverable loss of entire sight or speech.	
20.	Permanent Total Disablement means bodily injury which prevents the Insured Person from attending to his business or occupation of any kind with proof satisfactory to Us that such disablement has continued for one year from the date of occurrence and will in all probability continue for the remainder of the Insured Person's life.	

Benefit Amount\*: Benefit amount, as a % of the Personal Accident benefit limit specified in the Policy Schedule

**20.1.1** The insurance coverage for the Named Driver is limited to the territorial limits within Hong Kong SAR.

**20.1.2** Our liability in aggregate per Period of Insurance is limited to the "Personal Accident" sum insured specified in the Policy Schedule.

**20.1.3** This Policy does not cover any loss caused by or resulting from

**20.1.3.1** suicide or any attempt thereof;

**20.1.3.2** engaging in or practising for racing of any kind other than on foot or speed or duration testing;

**20.1.3.3** any person (temporarily or otherwise) by alcohol or drugs while controlling the Motor Vehicle; or

**20.1.3.4** any pre-existing medical condition, physical defect or infirmity.

## **20.2** 24-Hour Emergency Roadside Assistance

In the event of mechanical breakdown of, or Accident to the Motor Vehicle on the road, excluding the failure of security system of the Motor Vehicle, please contact Our 24-hour telephone advisory hotline as specified in the Policy Schedule and if the Motor Vehicle is known to be immobilised, unfit or unsafe to be driven, We will at Our own expense, excluding any spare parts or Accessories, arrange emergency roadside repair service at the request of You or Insured Driver on the spot. In such case, the Motor Vehicle must not be left unattended prior to the arrival of the provider of the repair service.

In the event of adverse conditions beyond Our control, We reserve the right to suspend the services provided under this paragraph 20.2.

## **20.3** 24-Hour Free Towing Service

If the Motor Vehicle is immobilised on the road due to an Accident or mechanical breakdown, excluding the failure of security system of the Motor Vehicle, please contact Our 24-hour telephone advisory at as specified in the Policy Schedule and if the condition of which is beyond repair on the spot, We will at Our own expense, arrange for the Motor Vehicle to be towed to Vehicle repairer or other place in Hong Kong SAR as requested by You or Insured Driver, provided that the amount recoverable hereunder shall not exceed HK\$2,000 per each Period of Insurance. In such case the Motor Vehicle must not be left unattended prior to the arrival of the provider of the towing service.

We will not be responsible for any damage to or Theft of objects and Accessories which are left in or outside the Motor Vehicle.

In the event of adverse conditions beyond Our control, We reserve the right to suspend the services provided under this paragraph 20.3.

## IMPORTANT INFORMATION

### 21. Duty of Disclosure

You have a duty of disclosure before You enter into the contract, throughout the entire contract period and on renewal of the contract. If You are in any doubt as to whether a fact is material or not, You should contact Us for clarification immediately.

**21.1** Before You enter into or renew the contract, You must:

**21.1.1** answer any questions We ask You truthfully, accurately and completely;

**21.1.2** tell Us any information that You know; and/or

**21.1.3** tell Us any information that a reasonable person in Your circumstances should know that is relevant to Our decision to insure You and on what terms, even if You think the information isn't important.

**21.2** During the contract period, You must:

**21.2.1** inform Us of any changes to the information You provided previously or any change in the risk We covered. At any time, We may change the contract terms or cancel the contract in response to what You tell Us.

**21.2.2** assist Us with Your claim. This means notify Us immediately if You or any driver have been involved in a motor Accident and give Us all the information and assistance with Your claim which We may reasonably require. If You do not We may not pay Your claim or provide cover.

**21.3** If You fail to comply with Your duty of disclosure, e.g. if the cover has been obtained by any misrepresentation, misdescription, use of a fraudulent document or non-disclosure of any material fact, We may not pay Your claim and be entitled to reduce Our liability under the contract in respect of a claim, cancel the contract or both. If Your non-disclosure is fraudulent, We may also have the option of avoiding the contract from its beginning without premium refund.

- 21.4** Any person or agent You authorize to act on Your behalf in relation to Your Policy is bound by Your duty of disclosure. When answering any of Our questions, the authorized person or agent is deemed to have the appropriate authority and knowledge to do so.
- 21.5** If You, or any other person insured, make a claim which is in any way false, inflated, exaggerated, or fraudulent or if there has been any misrepresentation, or fraudulent omission or if You or any other person insured support a claim with false, inflated, exaggerated, or fraudulent documentation or with fraudulent verbal or written statement, this Policy will become null and void and You will forfeit all rights hereunder. You will also lose all rights to pursue the claim.

## **22. PERSONAL INFORMATION COLLECTION AND USE STATEMENT**

- 22.1** The Company may use the personal data We collect about You for the following purposes:
- 22.1.1** processing and evaluating Your insurance application and any future insurance application You may make;
  - 22.1.2** administering Your insurance policy and providing services in relation to Your insurance policy;
  - 22.1.3** investigating, processing and paying claims made under Your insurance policy;
  - 22.1.4** invoicing and collecting premiums and outstanding amounts from You;
  - 22.1.5** reinsurance purposes;
  - 22.1.6** statistical research, data matching and/or verification purposes;
  - 22.1.7** contacting You for any of the above purposes;
  - 22.1.8** other ancillary purposes which are directly related to the above purposes; and
  - 22.1.9** complying with applicable laws, regulations or any industry codes or guidelines or requests.
- 22.2** Such personal data may be disclosed, shared, divulged, supplied or otherwise transferred, within or outside Hong Kong, to:

- 22.2.1** any of Our related or associated companies, third party service providers, intermediaries, professional advisers and/or vendors in relation to any of the aforesaid purposes;
- 22.2.2** any association, federation or similar organization of insurance companies and/or other business participants in the insurance industry that exists or is formed from time to time for the benefit and interest of the insurance industry or any members thereof or for regulating the insurance companies or other business participants or any other individual/organization/third party as We may consider necessary or desirable in Our discretion;
- 22.2.3** any regulator or government body or authority.





## Important Information

## 您需要知道的事項

### What changes do You need to inform the Insurer during the insurance period?

You must tell Us if any of the following changes for Your Policy to remain effective:

- You change Your Motor Vehicle;
- You modify Your Motor Vehicle (please see paragraph 7.7 of the policy provisions for further details);
- You wish to add another Named Driver to Your policy or amend the driving restriction;
- You change the use of Your Motor Vehicle (e.g. change from social domestic and pleasure to business use);
- You wish to increase Your cover (e.g. change from third party only to comprehensive).

### 在受保期間, 有哪些更改需要通知保險公司?

為確保您的保單持續有效, 如有下列更改必須通知保險公司

- 更換受保車輛
- 改裝受保車輛 (詳細請見保單條款第7.7節)
- 添加指定司機或更改指定司機
- 更改受保車輛用途 (例如: 從社交用途更改為商業用途)
- 增加您的保障 (例如: 從第三者責任保險更改為綜合保險)

### Making a change to your policy?



Please call the phone number specified in your policy schedule.



## What to do in the event of a Motor Vehicle Accident or loss:

- Call police immediately
- Obtain the names and addresses of all parties involved and record all relevant information
- Notify The Company at the first available opportunity
- All documents concerning the Accident or loss must be forwarded immediately to The Company
- For assistance during non-business hours, please call Allianz 24-Hour emergency hotline as specified in the Policy Schedule.
- Do not admit liability or discuss liability issue with any involved third party(ies).

## 交通意外發生後或汽車遭損毀時應注意事項

- 立即通知警方備案
- 記錄對方車主、駕駛人之姓名及地址, 以及所有相關資料
- 儘快通知本公司有關意外或損毀
- 將所有有關意外或損毀之文件, 盡快呈遞予本公司
- 若意外發生在非辦公時間, 可致電承保表內註明的安聯二十四小時緊急熱線求助
- 切勿承認責任或與任何有關之第三者協商該事件中的責任問題

### How to make a claim 呈報索償



- Download the claim form by scanning the QR code and submit by post/email 素描二維碼以下載索償表格及以郵寄/電郵呈報
- **Call us at 致電索償熱線 (852) 2280 4121**
- Contact your insurance agent/broker 聯絡您的保險代理/經紀



Claim form  
(windscreen only)



Claim form



