



TOKIO MARINE

The Tokio Marine and Fire Insurance Co. (HK) Ltd.

27A, United Centre, 95 Queensway, Hong Kong

Tel: (852) 2529-4401

Fax: (852) 2529-2509

<http://www.tokiomarine.com.hk>

A member of The Insurance Claims Complaints Bureau



Sun Flower Insurance Brokers Limited

Room 1105-08, Hing Yip Commercial Centre,

282 Des Voeux Road Central, Hong Kong

Tel: (852) 2521-1881 Fax: (852) 2521-1919

Web: www.sunflowerVIP.com www.sunflowerMPF.com

PRIVATE MOTOR PLUS INSURANCE POLICY

WHEREAS the Insured, by a Proposal and Declaration, has applied to The Tokio Marine and Fire Insurance Co. (HK) Ltd. (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

The Company agrees to provide insurance to the extent of and subject to the terms and conditions contained in or endorsed on this Policy during any Period of Insurance. The Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and, unless particularly stated to the contrary, any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning whenever it may appear.

IMPORTANT NOTICE:

PLEASE NOTE THAT THE INSURANCE COVERAGE UNDER THIS POLICY APPLIES ONLY TO THE OWNERSHIP OR USE OF THE MOTOR CAR INSURED BY THIS POLICY AS SPECIFIED IN THE SCHEDULE. IF YOU DRIVE OR USE ANOTHER MOTOR CAR, IT IS IN YOUR INTEREST TO ENSURE THAT THE OTHER MOTOR CAR HAS BEEN PROPERLY INSURED.

THIS POLICY IS AN IMPORTANT DOCUMENT. YOU ARE REQUESTED TO EXAMINE IT CAREFULLY, WITH PARTICULAR ATTENTION TO THE DETAILED TERMS, EXCLUSIONS AND CONDITIONS. IF ANYTHING IS UNCLEAR, INCORRECT OR IT IS NOT IN ACCORDANCE WITH YOUR INTENTIONS, PLEASE CONTACT US OR YOUR INSURANCE BROKER/AGENT IMMEDIATELY.

PERSONAL INFORMATION COLLECTION STATEMENT

The information you provide to us is collected to enable us to carry on insurance business and may be used for the purpose of

- any insurance or financial related product or service or any alterations, variations, cancellation or renewal of such product or service;
- any claim or investigation or analysis of such claim; and
- exercising any right of subrogation

and may be transferred to

- any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claim or investigation; or other service provider providing services relevant to insurance business for any of the above or related purposes;
- any association, federation or similar organization of insurance companies ("the Federation") that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation; and
- any members of the Federation by the Federation for any of the above or related purposes.

Moreover, The Tokio Marine and Fire Insurance Co. (HK) Ltd. is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

You have the right to obtain, to access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made in writing to our Compliance Officer, 27th Floor, United Centre, 95 Queensway, Hong Kong.



(1) INSURING CLAUSE

The Insured and the Company agree:

- (a) the Proposal and Declaration is incorporated in and is the basis of this insurance contract ;
- (b) the 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
- (c) 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 contents and statements in the Proposal and Declaration.

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

(2) GENERAL DEFINITIONS

For the purpose of this Policy:

- (a) "The Company" means The Tokio Marine and Fire Insurance Co. (HK) Ltd.
- (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 Special Administrative Region and includes its territorial waters for the purpose of the transit of the Motor Car by sea (including incidental loading or unloading) by a craft designed for the carriage of motor cars.
- (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 Private Motor Car Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (h) "The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (i) "The Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.
- (j) In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

(3) OPERATIVE INSURANCE COVER

- (a) Where the "Type of Cover" in the Schedule is stated to be "Comprehensive", Sections (I), (II) and (III) of this Policy are operative.
- (b) Where the "Type of Cover" in the Schedule is stated to be "Third Party Legal Liabilities", only Section (II) of this Policy is operative.

(4) LIMITATIONS AS TO USE OF THE MOTOR CAR

- (a) 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.

- (b) 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.

SECTION (I) – Loss of or Damage to the Motor Car

(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 Insured's Estimated Value of the Motor Car 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 of repairs to the Motor Car.
- (c) in the event of loss of or damage to the Motor Car and/or its accessories and/or its spare parts necessitating the supply of a part not obtainable from stock held in the Geographical Area in which the Motor Car is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part will be limited to the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Geographical Area in which the Motor Car is held for repair or, if no such catalogue or price list exists, 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 authorize 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 HK\$1,000.
 - (ii) the Company is furnished forthwith 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) **General Excess**
 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) **Unnamed Driver Excess**
 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 excess specified in the Schedule as "Unnamed Driver Excess";
 - (ii) **Young Driver Excess**
 the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the excess specified in the Schedule as "Young Driver Excess";
 - (iii) **Inexperienced Driver Excess**
 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 excess specified in the Schedule as "Inexperienced Driver Excess";
 - (iv) **Parking Damage Excess**
 the Motor Car is parked, by an additional amount by way of the excess specified in the Schedule as "Parking Damage Excess".
- (c) **Theft Loss Excess** 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 "Theft Loss Excess".
- (d) In the event of a claim under Section (I):
 - (i) if paragraph 8(c) is applicable, then paragraphs 8(a) and 8(b) will not be applicable;
 - (ii) if paragraph 8(a) and any or more of sub-paragraphs 8(b)(i), 8(b)(ii), 8(b)(iii) 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.

SECTION (II) – Third Party Legal Liabilities

(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 Insured Driver and/or such other person with the Company's written consent in respect of:

- (a) death of or bodily injury to any person, and/or
- (b) damage to property;

where such death or bodily injury or property damage arises out of an accident caused by or in connection with the 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) HK\$100,000,000 in respect of death of or bodily injury to any person pursuant to sub-paragraph 9(a); and
 - (ii) HK\$2,000,000 in respect of damage to property pursuant to sub-paragraph 9(b).

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

The Company will not be liable:

- (a) to indemnify any person claiming to be indemnified:
 - (i) unless such person shall observe fulfill and be subject to the terms and conditions of this Policy in so far as they can apply; or
 - (ii) if such person is entitled to indemnity under any other insurance policy
- (b) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
 - (i) any person (including the Insured) claiming to be indemnified under Section (II); or
 - (ii) the employer of any person (including the Insured's) claiming to be indemnified under Section (II);
- (c) in respect of damage to property belonging to or held in trust by or in the custody or control of:
 - (i) person (including the Insured) claiming to be Indemnified under Section (II); or
 - (ii) a member of the same household of any person (including the Insured's) claiming to be indemnified under Section (II);
- (d) in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong Special Administrative Region,
- (e) any claims excesses applicable to Section (II).



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

- (a) **Third Party Property Damage Excess**
 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) The first amount of any claim for which the Company is not liable pursuant to paragraph 13(a) will be increased if at the time of the occurrence of the Event giving rise to the claim:
 - (i) **Unnamed Driver Excess**
 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 excess specified in the Schedule as "Unnamed Driver Excess";
 - (ii) **Young Driver Excess**
 the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the excess specified in the Schedule as "Young Driver Excess";
 - (iii) **Inexperienced Driver Excess**
 the Motor Car is being driven by a person who has not held for a period of 2 years driving licence (other than a provisional driving licence), by an additional amount by way of excess specified in the Schedule as "Inexperienced Driver Excess".
- (c) In the event of a claim under Section (II):
 - (i) if paragraph 13(a) and any or more of sub-paragraphs 13(b)(i), 13(b)(ii) and 13(b)(iii) are applicable, the first amount of such claim for which the Company is not liable will be calculated cumulatively;
 - (ii) if the expenditure incurred by the Company shall include any amount for which the Company is not liable pursuant to paragraphs 13(a) and 13(b), the insured shall forthwith repay such amount to the Company.
- (d) In the event of an Event giving rise to claims under both Sections (I) & (II), the respective excess amounts of 8(b) & 13(b) will not be calculated cumulatively.

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

SECTION (III) – Medical Expenses

(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 HK\$2,000.

(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%
Two consecutive years	30%
Three consecutive years	40%
Four consecutive years	50%
Five or more consecutive years	60%

- (b) If a claim has been made or has arisen under his 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.

GENERAL EXCEPTIONS

(17) GENERAL EXCEPTIONS APPLICABLE TO THE WHOLE POLICY

- (a) The Company will not be liable under this Policy in respect of:
 - (i) any accident loss damage or liability caused sustained or incurred:
 - (a) outside the Geographical Area;
 - (b) 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 is 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;
 - (ii) 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 by or traceable to or arising out of or in connection with:
 - (iia) strike riot civil commotion; or
 - (iib) detention seizure confiscation or any attempt thereof; or by any direct or indirect consequences of any of the said occurrences;
 - (iii) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
 - (iv) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this paragraph 17(a)(iv), combustion shall include any self- sustaining process of nuclear fission; and
 - (v) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

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

- (b) **Driving under the influence of Drink**
 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 when the proportion of alcohol in his 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 other legislation which replaces the same.

(c) **War and Terrorism Exclusion Endorsement**

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;

- (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power: or
- (ii) any act of terrorism.

For the purpose of this endorsement 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 endorsement 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 (i) and/or (ii) 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.

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

(d) **Terrorism Exclusion for Contamination & 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

- (i) biological or chemical contamination
- (ii) missiles, bombs, grenades, explosives

due to any act of terrorism.

For the purpose of this endorsement 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 groups) 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 (i) "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 insurance the burden of proving the contrary shall be upon the Insured.

(e) **Cyber Risks Exclusion**

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 followings are excluded from this policy:

- (i) 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.
- (ii) 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.

GENERAL CONDITIONS

(18) GENERAL CONDITIONS APPLICABLE TO THE WHOLE POLICY

- (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 entitled to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for the Company's own benefit any claim for indemnity or damages or otherwise and the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require.
- (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 days' 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 days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate at 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 as per table specified below for the period the Policy has been in force.

Period of Insurance already covered for or Not Exceeding	Refund Premium
One month	80% of premium paid
Two months	70% of premium paid
Three months	60% of premium paid
Four months	50% of premium paid
Five months	40% of premium paid
Six months	30% of premium paid
Eight months	20% of premium paid
Over	No refund
- (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) All differences 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 the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- (h) This Policy is subject to the exclusive jurisdiction of Hong Kong Special Administrative Region and is to be construed according to the laws of Hong Kong Special Administrative Region.

EXTRA BENEFITS – for Section (I)

(19) Extra Benefits Endorsement (Applicable to Comprehensive Cover Only)

(a) **New For Old Replacement Vehicle**

In the event of the Motor Car having sustained a total loss, the Company agrees to replace the Motor Car by new vehicle of the same make and model without deducting any depreciation provided that:

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

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

(b) **Nil Depreciation on Repairs**

In the event of the accident that repairs to the Insured car are required, there will be no deduction made for depreciation on those spare parts which need replacement, provided that

- (i) the Insured is the first registered owner
- (ii) the loss occurs within the first twelve months of the first registration of the Motor Car with the Transport Department
- (iii) the first registration of the Motor Car with the Transport Department must be made within twelve months from the date of manufacture thereof

(c) **No Claim Discount Protection**

If the total claims incurred under any section of the Policy in any one period of insurance do not exceed HK\$60,000 or 15% of the Estimated Value of the Motor Car specified in the Schedule under Section (I) of the Policy, after the application of any excess, whichever is the lesser amount, the Insured, will, at renewal immediately subsequent, be entitled to the same percentage of No Claim Discount as under the current Policy.

It is hereby understood and agreed that all claims will be accounted for in the event the No Claim Discount is to be transferred to any other insurance company.

(d) **Windscreens / Windows Replacement Extension**

In respect of loss or damage occasioned to the front windscreen and/or rear window and/or any side windows, excluding any mirrors, sun or glass roofs of any kind, where the repair thereof does not exceed HK\$5,000 per policy year, the claims excesses under paragraph 8 of Section (I) of the Policy will not be applicable. It is further noted and agreed that any claim made under this extension will not be, for the purpose of applying No Claim Discount Protection, accounted for in the calculation of the claims settlement in any one period of insurance.

All the claims will be accounted for in the event the No Claim Discount is to be transferred to any other insurance company.

(e) **Claim Recovery Service Benefit**

A claims recovery service will be provided by the Company to pursue recovery of the Insured's un-insured losses incurred as a result of an incident which:

- (i) has been reported to the Company and compensation has been paid by the Company for the damage to the Motor car, and
- (ii) is attributable to the negligence on the part of the third party(ies);

It is also stipulated that:

- (i) the Insured is required to render full assistance and co-operation with the Company in the course of the recovery action;
- (ii) no guarantee of a successful recovery action will be made by the Company, which shall not bear any legal responsibility for the failure of any such action;
- (iii) the Company reserves all rights at its sole and absolute discretion to discontinue the recovery action whenever it considers appropriate;

Legal costs and all relevant disbursements which are necessarily incurred in a recovery action will be jointly borne by the Insured and the Company in accordance with the proportion of their respective claims.

(f) **Towing Service Benefit**

If the Motor Car is immobilized, unfit or unsafe to be driven due to an accident to or mechanical breakdown of the Motor Car the condition of which is beyond repair at the roadside, the Company will at its own expense, arrange for the Motor Car to be towed to any car repairer or any other place in Hong Kong Special Administrative Region requested by the Insured or his/her authorized driver, provided that the amount recoverable hereunder shall not exceed HK\$1,000 per policy year. In such case the Motor Car must not be left unattended prior to the arrival of the provider of the towing service.

(g) **Substitute Vehicle Benefit**

If the Motor Car is:

- (i) immobilized, unfit or unsafe to be driven due to an accident to the Motor Car which requires a repair exceeding forty eight hours OR
- (ii) discovered stolen and is not found within forty eight hours after such discovery.

the Insured is entitled to arrange for himself/herself the substitute car of make and model equivalent to the Motor Car and the Company will reimburse the Insured the expenses incurred provided that

- (i) in the event of immobilization of the Motor Car or it being unfit or unsafe to be driven, the towing of the Motor Car subsequent to the accident must be arranged by the Company;
- (ii) in the event of the Motor Car being stolen, the statement reporting the loss to the police shall be produced;
- (iii) the make and model of the substitute car is similar or identical to the Motor Car;
- (iv) the Insured is responsible for 20% of the car rental expense;
- (v) the Company is not responsible for the delivery of the substitute car;
- (vi) only the Insured or any of the Authorised Driver(s) specified in the Policy Schedule can be registered as the driver of the substitute car;

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

The maximum liability of the Company under this benefit is HK\$5,000 for each and every accident during the policy year with the daily limit not exceeding HK\$1,000. The Company will only be liable for the actual rental costs. All other costs are the responsibility of the Insured.



Supplementary Provision – Vehicle Assistance Hotline Services (Applicable to Comprehensive Cover only)

These Emergency Assistance Benefits are issued and provided by Inter Partner Assistance Hong Kong Limited (hereinafter called the "IPA") to the eligible Insured Person as specified by The Tokio Marine and Fire Insurance Co. (HK) Ltd. (hereinafter called "the Company").

SECTION S1 – DEFINITIONS

- Assistance Event:** Shall mean any event or occurrence with respect to an Insured Person who is entitled to receive Assistance pursuant to this Assistance Program, occurring within the territorial and time limits set forth in Section S2 Item S2.2 and subject to exclusions listed in Section S4 hereafter.
- Dollar:** Shall mean the lawful currency of the Hong Kong.
- Insured Person:** Shall mean any owner or driver of a vehicle (provided that such a driver has the permission and the consent of the owner) together with all non fare paying passenger in the Vehicle.
- Vehicle:** Shall mean for the purpose of this presentation any private Vehicle insured by the Company. This term excludes the commercial vans, buses, minibuses, lorries and trucks and any other type of vehicle which is devoted to the transport of goods or paying passengers.
- Accident:** Shall mean any unforeseen occurrence giving rise to loss of or damage to vehicle and/or death or bodily injury to any Insured Person.
- Mechanical Breakdown:** Shall mean any unforeseen malfunction of the engine of the Vehicle. Such malfunction should be the direct cause of the immobilization of the Vehicle or should render it unsafe to be driven.
- IPA:** Shall mean Inter Partner Assistance Hong Kong Limited.
- The Company:** Shall mean The Tokio Marine and Fire Insurance Co. (HK) Ltd.
- Policy:** Shall mean the Comprehensive Motor Insurance Policy issued by the Company.
- Usual Country of Residence** Shall mean Hong Kong.
- Hong Kong:** Shall mean the Hong Kong Special Administrative Region.
- Contractors:** Shall mean the contractors, technicians or professional mentioned in Section S3 referred by IPA to the Insured Person upon the occurrence of an Emergency and notification thereof in accordance with this program to carry out the relevant action, including but not limited to garages, towing companies, spare parts dispatchers, etc.

SECTION S2 – DURATION OF COVER, LIMITATIONS AND LIABILITIES

- S2.1 Duration of Cover**
 The benefits mentioned in Section S3 are granted for a period of 12 consecutive months during the period of validity of the Policy.
- S2.2 Territorial Limit**
 The benefits mentioned in Section S3 apply within the territory of Hong Kong.
- S2.3 Liability of IPA**
 It is understood that garages, towing companies, spare parts dispatchers and any kind of professionals to whom the Insured Person will be referred to by IPA are for some of them independent contractors responsible for their own acts and are not employees, agents or servants of IPA.

Furthermore, IPA shall not be responsible for any act or failure to act on the part of those professionals such as, and not limited to, garages, towing companies.

SECTION S3 – EMERGENCY ASSISTANCE SERVICE AND BENEFITS

The Insured Person shall bear the costs of the following benefits. IPA will make endeavor to assist the Insured Person to obtain the time and charge of

the service from the service providers before dispatching the supplier to render the services.

- S3.1 Roadside Repair Assistance**
 In the event an Insured Person's Vehicle breaks down and immediate repair is deemed possible, IPA shall assist the Insured Person in making arrangement for a car mechanic to the Insured Person's site.
- S3.2 Emergency Towing Assistance**
 In the event a Insured Person's Vehicle breaks down or is involved in a car accident and he/she becomes immobilised while on the road, IPA shall assist the Insured Person in making arrangement for the Vehicle to be towed to the nearest garage or to a repair garage nominated by the Insured Person if immediate repair is not possible.
- S3.3 Arrangement for Rental Transport**
 Should an Insured Person's Vehicle be involved in an accident and is immobilised, IPA shall arrange for the rental of a Vehicle of the same capacity whenever possible.
- S3.4 Claim Procedure Assistance**
 In the event an Insured Person needs to file a motor insurance claim with the Company, IPA will provide the Insured Person with information on the appropriate claims procedure.
- S3.5 Windscreen Repair Service Referral**
 Should an Insured Person need referral for windscreen repair or replacement service, IPA shall provide the name, telephone number, address and, if possible and requested, hours of opening of such service provider.
- S3.6 Traffic Regulations Information Assistance**
 Should an Insured Person need information on the general traffic regulations of the Usual Country of Residence, IPA shall provide such information whenever available.

SECTION S4 – REQUEST FOR ASSISTANCE

In case of an emergency, and prior to taking personal action where reasonable, the Insured Person or his/her representative shall call IPA Alarm Center in Hong Kong whose contact number is listed here below:

HONG KONG: 2862 0117

and should also provide:

- His/Her name, policy number and his/her car registration number,
- The name of the place and the telephone number where IPA can reach the Insured Person or his/her representative and,
- A brief description of the situation and the nature of help required.

SECTION S5 – OBLIGATIONS OF THE INSURED PERSON

- S5.1 Co-operation with IPA**
 The Insured Person shall cooperate with IPA to enable IPA to be appraised of all relevant information for the rendering of the Emergency Assistance Benefits.
- S5.2 Costs of Services**
 The cost of services rendered by the Contractor shall be borne by the Insured Person or his/her representative.

SECTION S6 – GENERAL EXCLUSIONS

- S6.1 Excluded Cases**
- a. Vehicles modified for racing trials, or rallying or participating in such activities.
 - b. Any person who drives the Vehicle without a valid license issued by a competent authority.
 - c. Provision of services including towing service and roadside repairing in the absence of the Insured Person or his/her representative on the spot.
 - d. Any expenses incurred without Insured's prior approval or intervention.
 - e. The other excluded cases are the same as the relevant Exclusion Clause in the Policy.
- S6.2 Force Majeure**
 IPA shall not be held responsible for delays or failures in providing assistance caused by any strike, war, invasion, act of foreign enemies, armed hostilities, (regardless of a formal declaration of war), civil war, rebellion, insurrection, terrorism, political group, riot and civil commotion, administrative or political impediments or radioactivity or acts of God or any other event of Force Majeure which prevents IPA from providing such assistance services.

DISCLAIMER

IPA and the professionals to whom the Insured Persons are referred by IPA are to be responsible for their own acts as independent contractors and are not employees, agents or servants of the Company. The Company shall not be responsible for any act or failure to act on the part of IPA and these professionals such as, and not limited to, towing companies, garages, car rental companies and solicitors.