



安盛

Motor Insurance

汽車保險

**SmartDrive
Private Car
Policy Wording**

**「卓越」優車樂
保單內文**

SmartDrive Private Car

Policy coverage attaching to and forming part of Policy of Insurance

Welcome to your AXA General Insurance Hong Kong Limited
SmartDrive Private Car Insurance Plan.

Your Policy consists of

- the proposal form
- the terms & conditions as shown in this jacket
- the Policy Schedule

Your Policy Schedule shows

- details of your cover
- the period of insurance
- any special terms that may apply to your Policy

Following payment of the premium stated in the Policy Schedule the Company will, in the event of accident, injury or loss happening during the period of insurance anywhere in Hong Kong, provide insurance as described in the following pages for those Sections you have chosen.

Please read this jacket together with your Policy Schedule to make sure you know what cover is provided.

AXA General Insurance Hong Kong Limited hereinafter called the “Company”, agrees, subject to the terms, exceptions and conditions contained or endorsed herein, that if during the **Period of Insurance** contained within the **Policy Schedule of Insurance (the “Policy Schedule”)**, any **Insured Person** suffers loss as shown below, the **Company** will indemnify such Insured Person to the extent as defined.

Section 1 – Insuring Clause

The Insured and the Company agree:

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

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

Section 2 – General Definitions

For the purpose of the Policy :

Term	Meaning
Company	AXA General Insurance Hong Kong Limited.
Electric-Vehicle Battery	also known as “Traction Battery”, means a battery used to power the Motor Car. Electric-Vehicle Batteries are usually a secondary (i.e. rechargeable) battery. Electric-Vehicle Batteries differ from starting, lighting, and ignition (“SLI”) Batteries because they are designed to give power over sustained periods of time. Deep-cycle batteries are used instead of SLI batteries for these applications. They may include lithium-ion battery and other types of batteries.
Event	any one event or series of events arising out of one common cause or source in connection with the Motor Car.
Geographical Area	the territories of Hong Kong and includes its territorial waters for the purpose of the transit of the Motor Car by sea including incidental loading or unloading.
Insured / Policyholder	the person specified as such in the Schedule.
Insured Driver	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 license to drive the Motor Car or has held and is not disqualified from holding or obtaining such a license. The term “license” means a license or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.
Motor Car	the motor car specified in the Schedule.
Named Driver	is an “Insured Driver” that is specified and named in the Schedule.
Original Net Purchase Price	the sum of the first registration taxable value and the first registration tax paid as shown on the vehicle registration document of the Motor Car.
Policy	this Private Motor Car Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read together as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
Proposal and Declaration	any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
Schedule	the pages attached to the Policy specifying the terms and details of this insurance contract.

In the 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.

Section 3 – Operative Insurance Cover

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

Section 4 – Limitations as to Use of the Motor Car

- The insurance coverage under any part of the Policy is operative only when the Motor Car is used for social domestic and pleasure purposes or for the Insured’s business or profession.
- The 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 5 – Section (I) Insurance – 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 as configured in the original specification by the insured Motor Car's manufacturer 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 section 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 Original Net Purchase Price of the Motor Car,

whichever is the lesser amount

- (b) If the Motor Car is disabled by reason of loss or damage insured by the 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.

Section 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 the Policy provided that:
- (i) the estimated cost of such repair does not exceed the amount specified in the section 18(a) as "Authorized Repair Limit";
 - (ii) the Company is furnished forthwith with a detailed estimate of the repair cost; and
 - (iii) the Insured shall give the Company every assistance to see that such repair is necessary and the charge is reasonable.
- (c) Where repair cost to the Motor Car is the subject of a claim under Section (I), the Company shall have a right of veto concerning a proposed place of repair or repair firm.
- (d) In so far as indemnity granted under Section (I) of this Policy is concerned, it is hereby understood and agreed that the Company has the right to exercise its authority to appoint a workshop for the repair of the Motor Car if the quotes submitted by the Insured's appointed workshop appear unreasonable.
- (e) It is a condition precedent to the liability of the Company under this insurance that:
- (i) the Motor Car is fitted with an anti-theft alarm system approved by the Company, and that no withdrawal, alteration or vibration of the system, or any structural alteration which might affect the system, shall be made without the consent of the Company.
 - (ii) the anti-theft alarm system shall have been put into full and effective operation at all times when the Motor Car is unattended, and at all other appropriate times.
 - (iii) the anti-theft alarm system shall have been maintained in good order throughout the currency of this insurance.
 - (iv) all other protections provided for the safety of the Motor Car shall be maintained in good order throughout the currency of this insurance and that they are in full and effective operations at all appropriate times.
 - (v) all keys and duplicate keys relative to the above alarm must be removed from the Motor Car when unattended, and at all other appropriate times.

Section 7 – Special Exceptions to Section (I) Insurance

- (a) The Company will not be liable in respect of:
- (i) consequential loss;
 - (ii) depreciation, wear and tear, mechanical or electrical breakdown failure or breakage;
 - (iii) damage to tyres unless damage is caused to other parts of the Motor Car at the same time; and
 - (iv) any claims excesses applicable to Section (I).

- (b) Battery Exclusion Clause (Applicable for Electric Vehicle only)

The Company will not be liable for any loss of or damage to the Motor Car and/or its Electric-Vehicle Battery directly or indirectly arising out of the following:

- (i) inherent defect or faulty design;
- (ii) mechanical and electrical derangement or overload;
- (iii) cleaning, alteration or modification, repair or maintenance;
- (iv) misuse or use contrary to the Motor Car's manufacturer's instruction; or
- (v) compatibility with any spare parts, equipment, accessories, software or system which is not supplied or installed by the Motor Car's manufacturer.

Section 8 – Claims Excesses Applicable to Section (I) Insurance

- (a) In respect of any Event giving rise to a claim (other than an Event of theft or attempted theft), the Company will not be liable for the first amount of such claim specified in the Schedule as "General Excess".
- (b) The first amount of any claim for which the Company is not liable pursuant to section 8(a) will be increased if at the time of the occurrence of the Event giving rise to the claim:
- (i) the Motor Car is being driven by a person other than a "Named Driver" specified in the Schedule, by an additional amount by way of the "Unnamed Driver Excess" specified in the Schedule;
 - (ii) the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" specified in the Schedule;
 - (iii) the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule.
 - (iv) the Motor Car is parked, by an additional amount by way of the "Parking Damage Excess" specified in the Schedule.
- (c) In respect of any claim arising out of theft or attempted theft of the Motor Car, the Company will not be liable for the first amount of each claim specified in the Schedule as the "Theft Loss Excess".
- (d) In the event of a claim under Section (I):
- (i) if section 8(c) is applicable, then sections 8(a) and 8(b) will not be applicable;
 - (ii) if section 8(a) and any or more of sections 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 sections 8(a), 8(b), or 8(c) the Insured shall forthwith repay such amount to the Company.
- (e) The provisions of sections 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 9 – Section (II) Insurance – 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:

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

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

Section 10 – Policy Limits of Liability Applicable to Section (II) Insurance

(a) The Company's indemnity to the Insured and/or any other person claiming to be indemnified under Section (II) including claimant's costs and expenses and other costs and expenses incurred by or on behalf of the Insured and/or such other person with the Company's written consent arising out of any Event is limited to:

- (i) in respect of death of or bodily injury to any person pursuant to section 9(i), the amount specified in the section 18(a) as Policy Liability Limit "Third Party Death or Bodily Injury"; and
- (ii) in respect of damage to property pursuant to section 9(ii), the amount specified in the section 18(a) as Policy Liability Limit "Third Party Property Damage".

Where the 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 section 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 section 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.

Section 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).

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

Section 13 – Claims Excesses Applicable to Section (II) Insurance

(a) In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, the Company will not be liable for the first amount of such claim specified in the Schedule as "Third Party Property Damage Excess".

(b) In the event of any accident giving rise to a claim for indemnity against liability solely for third party property damage where the "Type of Cover" in the Schedule is stated to be "Comprehensive", the Company hereby agrees to waive the Third Party Property Damage Excess pursuant to section 13(a) if at the time of the occurrence of the Event, the Insured is:

- (i) driving the Car; and
- (ii) within 30 to 45 years of age; and
- (iii) holding a valid driving license for more than two years.

Such waiver for Third Party Property Damage Excess is not applicable to the Motor Car which falls under the Car Grouping '99' as stated in the Schedule.

(c) The first amount of any claim for which the Company is not liable pursuant to section 13(a) will be increased if at the time of the occurrence of the event giving rise to the claim:

- (i) the Motor Car is being driven by a person other than a "Named Driver" specified in the Schedule, by an additional amount by way of the "Unnamed Driver Excess Applicable to Third Party Property Damage" specified in the Schedule;
- (ii) the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess Applicable to Third Party Property Damage" specified in the Schedule;
- (iii) the Motor Car is being driven by a person who has not held for a period of 2 years a driving license (other than a provisional driving license), by an additional amount by way of the "Inexperienced Driver Excess Applicable to Third Party Property Damage" specified in the Schedule.

(d) In the event of a claim under Section (II)

- (i) if section 13(a) and any or more of sections 13(c)(i), 13(c)(ii) and 13(c)(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 resulting from a claim includes the amount for which the Company is not liable pursuant to sections 13(a), or 13(c) the Insured shall forthwith repay such amount to the Company.

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

Section 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 or any occupant of the Motor Car as the direct and immediate result of an accident to the Motor Car, provided always that the Company's liability under Section (III) arising out of any Event shall not exceed the amount specified in the section 18(a) as Section (III) "Policy Limit of Indemnity".

Section 16 – No Claim Discount ("The Discount")

(a) In the event of no claim being made or arising under the Policy during any of the periods of insurance specified below, the next renewal premium shall be reduced by the Discount specified hereunder:

Periods of Insurance	The Discount (On Renewal Premium)
One year	20%
2 consecutive years	30%
3 consecutive years	40%
4 consecutive years	50%
5 consecutive years	60%

- (b) If a claim has been made or has arisen under the Policy during a period of insurance of which the Discount is 40% or less, the Discount shall be forfeited; and
If a single claim has been made or has arisen under the Policy during a period of insurance in 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 the Policy during a period of insurance shall result in cancellation or reduction of the Discount pursuant to section 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 the 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 private car 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 the Policy, the Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Car.

Section 17 – General Exceptions

1 The Company will not be liable under the Policy in respect of:

- (a) any accident loss damage or liability caused sustained or incurred:
- (i) outside the Geographical Area;
 - (ii) whilst on the Insured's order or with his permission or to his knowledge the Motor Car in respect of which indemnity is provided by the Policy is being used otherwise than in accordance with the Section 4 Limitations As To Use Of The Motor Car, or being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;
- (b) any accident loss damage or liability (except so far as 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: War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.

In any action suit or other proceedings where the Company alleges that by reason of section 17-1(b), any accident loss damage or liability is not indemnifiable by the Policy, the burden of proving that such accident loss damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

- (c) Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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 any act of terrorism.

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.

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) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (e) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this section 17-1(e), combustion shall include any self-sustaining process of nuclear fission; and
- (f) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- (g) any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being driven by, or is in the charge of, or is under the control of the Insured or Insured Driver:
- (i) who is convicted of an offence for being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Car; or
 - (ii) when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap. 374) as may be amended from time to time or any legislation which replaces the same; or
 - (iii) who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, blood, or urine for testing or analysis as required by law.

2 Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer 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.

Section 18 – General Conditions

(a) It is hereby noted and agreed that the policy limits of liability under this Policy are as follows:

Section (I) Insurance	Loss of or damage to the Motor Car authorized repair limit	
	- section 6 (b) (i)	\$1,000
Section (II) Insurance	Third party legal liabilities policy liability limits any one event	
	Third Party Death or Bodily Injury	
	- section 10 (a) (i)	\$100,000,000
	Third Party Property Damage	
	- section 10 (a) (ii)	\$2,000,000
Section (III) Insurance	Indemnity of medical expenses	
	Policy limit of indemnity any one event	
	- section 15	\$5,000

- (b) Every notice or communication to be given or made under the Policy shall be delivered in writing to the Company.
- (c) In the event of any occurrence which may give rise to a claim under the 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 the Policy. In case of theft or other criminal act which may be the subject of a claim under the Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.
- (d) 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.
- (e) 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 or third party legal liabilities arising therefrom shall be excluded from the scope of indemnity granted by the Policy.
- (f) The Company may cancel the 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 of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to a pro-rata return of premium for the period the Policy is not in force provided that the Company is not required to return any premium below the amount of \$500 (not including M.I.B. surcharge).
- (g) If at the time any claim arises under the 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 section 18(g) shall impose on the Company any liability from which but for this section 18(g) it would have been relieved pursuant to section 12(a)(ii).
- (h) All differences arising out of the 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 the 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.
- (i) 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.
- (j) The Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.
- (k) This Policy is subject to a minimum premium of \$500 (not including M.I.B. surcharge).

Section 19 – Additional Benefits Applicable to Comprehensive Insurance Only

(a) **Personal Accident to the Named Driver**

The Company will pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by the Named Driver specified in the Policy who is driving the insured Motor Car during the time of accident, and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in:-

		Scale of Compensation
(1)	Death	\$100,000
(2)	Total and irrecoverable loss of all sight in both eyes	\$100,000
(3)	Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot	\$100,000
(4)	Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	\$100,000
(5)	Total and irrecoverable loss of all sight in one eye	\$50,000
(6)	Total loss by physical severance at or above the wrist or ankle of one hand or one foot	\$50,000

Provided always that:

- (i) Compensation shall be payable under one only of items (1) to (6) above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of \$100,000 during any one period of insurance in respect of any such person;
- (ii) Such person is not less than 18 nor more than 65 years of age at the time of such bodily injury;
- (iii) No compensation shall be payable in respect of bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (1) intentional self injury suicide (whether felonious or not) or attempted suicide physical defect of infirmity or (2) an accident happening whilst such person is under the influence of intoxicating liquor or drugs;
- (iv) Such compensation shall be payable directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person;

Subject otherwise to the terms of the Policy.

(b) No Claim Discount (NCD) Protection

Notwithstanding the provisions of section 16 of the Policy where the total claims in aggregate during the current Period of Insurance with respect to the Policy do not exceed the amount of \$60,000 or 20% of the Motor Car's reasonable market value (whichever is lower) then the Insured will upon renewal subsequent to the expiry of the current Period of Insurance under the Policy be entitled to the same No Claim Discount (NCD) as under the current Policy.

It is hereby understood and agreed that all claims shall be accounted for and this additional benefit section shall not apply in the event the No Claims Discount is to be transferred to any other insurance company for whatever reason including non-renewal by both parties.

This No Claim Discount Protection does not apply if the Motor Car falls under the Car Grouping 99 set out in the Policy Schedule.

(c) New for Old Replacement

In the event the Motor Car is stolen or suffers total loss in an accident covered under the Policy subject to the Policy terms and conditions, the Company agrees to replace the Motor Car with a car of the same make and model without deducting any depreciation during the Period of Insurance provided that:

- (i) the Insured is the first registered owner;
- (ii) the first registration of the Motor Car with the Transport Department must be made within the calendar year immediately following the year of the manufacture thereof;
- (iii) the loss occurs within the first twelve months of the first registration of the Motor Car with the Transport Department;
- (iv) the same make and model of the Motor Car is available in Hong Kong;
- (v) any alterations/modifications made to the Motor Car are excluded;
- (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 original net purchase price of the Motor Car and;
- (viii) written consent from the Company must be obtained before replacement;

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

(d) Windscreen Replacement

The Company will pay a maximum of \$5,000 in aggregate per period of insurance for repair or replacement of any glass in the windscreen, or in the windows of the Motor Car, following accidental breakage of such glass, provided that there is no other damage to the Motor Car. For the purpose of this extension, breakage means physical damage to glass in the windscreen or in the windows of the car, but does not include cosmetic damage or any defects of manufacture.

Payment made by the Company under this extension will not count against the Insured's No Claim Discount.

(e) Towing Services

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 requested by the Insured or his/her authorized driver, provided that the amount recoverable hereunder shall not exceed \$1,000 per period of insurance. In such case the Motor Car must not be left unattended prior to the arrival of the provider of the towing service.

(f) Rental Vehicle

In the event of the Motor Car being

- (1) immobilized necessitating repairs at a garage/workshop exceeding 48 hours, due to a traffic accident or an accident where an official claim has been reported to the Company and coverage is applicable, or
- (2) discovered stolen and is not found within 48 hours after such discovery.

The Company will pay for the costs incurred or necessarily incurred for the rental vehicle but subject to the following conditions:

- (i) the make and model of the rental vehicle should be identical to the Motor Car, or similar to the Motor Car, but not better nor more extensive than the Motor Car;
- (ii) the Company will not be responsible for the delivery of the rental vehicle;
- (iii) this benefit is applicable to the Insured and/or Named Drivers insured under the Policy only;
- (iv) in the event of the Motor Car being stolen, the statement reporting the loss to the police shall be produced;
- (v) the Insured/Policyholder/Named Driver shall bear 20% of the rental costs;
- (vi) the Insured must submit to the Company an official rental invoice/receipts issued by the car rental company.

The above additional Benefits will terminate when the repairs to the Motor Car is completed (in relation to section 19 (f) (1) above) or upon recovery of the stolen Motor Car in good condition. The maximum limit of this Benefit is \$5,000 per accident or period of insurance and limit per day not to exceed \$1,000. Any collision damage charge, optional insurance or costs of fuel and/or liability involving this rental vehicle falls outside the coverage of this section 19(f) and is irrecoverable.

For any claim(s) applicable under section 19(f), it is a pre-requisite that the Insured/Named Drivers observe all terms and conditions under the Policy.

(g) Claims Recovery Service

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.

(h) Nil Depreciation on Repairs

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

- (i) the first registration of the Motor Car with the Transport Department must be made within the calendar year immediately following the year of the manufacture thereof; and
- (ii) the loss occurs within the first twelve months of the first registration of the Motor Car with the Transport Department.

(i) **24-Hour Emergency Service (Assistance Hotline)**

The Insured &/or the Insured Driver during the period of insurance could contact **SmartDrive Private Car Insurance Assistance Hotline at: 2851 1990.**

Please provide the following information when contacting the hotline:

- name of the Insured; and
- Policy number, vehicle registration number and inception date of the Policy; and
- the telephone number where the hotline staff can reach you; and
- a brief description of the accident and the nature of the assistance required.

The following emergency services are available:

- (i) emergency roadside assistance
- (ii) towing of the Motor Car
- (iii) rental vehicle
- (iv) general information of traffic regulation
- (v) advice on claim procedure and report claim

Service provided is primarily on advisory or referral basis. Expenses incurred should be paid by the Insured.

Our 24-hour assistance hotline service is coordinated by the service provider. The Company shall not be responsible for any act or failure to act on the part of the service provider.

(j) **AXA Premium Workshops**

In the event of any accident giving rise to a claim (other than an event of theft or attempted theft) under Section (I) of the Policy, against loss of or damage to the Motor Car and/or its accessories and/or its spare parts, the Insured will be entitled to the following additional benefits if the repair work on the Motor Car is carried out by an AXA Premium Workshop:

- (i) The Company will pay an amount of \$300 to the Insured being travelling expenses allowance.
- (ii) In the event of depreciation requires to be borne by the Insured, the Company will pay for the depreciation assessed up to a maximum limit of \$3,000 provided that
 - (a) the first registration of the Motor Car with the Transport Department must be made within the calendar year immediately following the year of the manufacture thereof; and
 - (b) the loss occurs within five years of the first registration of the Motor Car with the Transport Department.

The benefit of section 19(j)(i) and 19(j)(ii) are not applicable for claims for windscreen replacement under section 19(d).

- (iii) Free towing services arranged by the AXA Premium Workshops within the Geographical Area as a result of an accident;
- (iv) Priority repair services for the Motor Car;
- (v) Free pre-delivery exterior wash and interior vacuum clean of the repaired Motor Car;
- (vi) Free delivery of repaired Motor Car to the Insured at a place of mutual convenience to both the Insured and the AXA Premium Workshops;
- (vii) Six months warranty on the parts of Motor Car repaired by the AXA Premium Workshops.

For the purpose of this benefit, 'AXA Premium Workshops' means such repairers or garages or workshops as are appointed by the Company at the time of accident.

AXA Premium Workshops are independent contractors responsible for their own acts and are not employees, agents or servants of the Company. The Company will not be liable for any acts or failure to act on the part of these contractors. For the list of AXA Premium Workshops, the Insured person may call 24 hours accident assistance hotline at **3691 9196**.

Section 20 – Optional Add-on Benefits

Where any of the following Add-on Benefits are expressly mentioned on the Schedule, they shall attach to and form part of the Policy. Please refer below for full details of Add-on Benefits.

(a) **Car Damage in Guangdong Province of China and/or Hong Kong-Zhuhai-Macao Bridge**

(Applicable to Comprehensive cover only)

In consideration of the Insured's payment of additional premium, it is agreed that the Policy is extended to cover the Insured and the Motor Car under Section (I) Loss of or Damage to the Motor Car and Section (III) Indemnity of Medical Expenses whilst being driven in the geographical area of the Guangdong Province of China and/or Hong Kong-Zhuhai-Macao Bridge ("HZMB"). Indemnity limits of the original Policy remain unchanged. The free additional benefits as per section 19 apply except:

- Claims Recovery Services under section 19(g);
- the emergency services of (i) emergency roadside assistance; and (iii) rental vehicle under section 19(i).

And this section 20(a) is also subject to the following conditions:

- (i) The phrase "in Hong Kong" in section 19(e) shall be deleted and replaced by the following: "in Hong Kong and/or within Guangdong Province"; and
- (ii) For any claim arising within Guangdong Province and/or HZMB, the amounts of General Excess and Theft Loss Excess applicable to Section (I) will be \$50,000 or 15% of the loss, whichever is the greater. For other excesses applicable pursuant to section 8 of this Policy, the amount(s) is as stated in the Schedule.

It is expressly declared that this extension shall not in any event apply to Section (II) Insurance - third party legal liabilities.

For the sake of clarity, geographical area of HZMB covered in this Clause include (a) the HZMB Hong Kong Link Road, (b) the HZMB main bridge, and (c) the road connected from the HZMB main bridge to the East Car Park of the HZMB Frontier Post at Macao Port. The afore-mentioned (a), (b) and (c) cover the road permitted to be driven according to the HZMB Bridge Macao Port Park-and-Ride Scheme, whereas otherwise there is no cover inside Macao.

(b) **Increase of Third Party Property Damage Liability Limit**

(Applicable to Comprehensive cover and Third Party Legal Liabilities cover)

It is hereby noted and agreed that the Policy Liability Limits for Section (II) Insurance under this Policy are as follows:-

Section (II) Insurance - Third Party Legal Liabilities Policy Liability Limits Any One Event	
--- third party death or bodily injury section 10 (a) (i) -----	\$100,000,000
--- third party property damage section 10 (a) (ii) -----	amount shown in the Schedule.

Appendix – Consolidated Benefits Table

For your easy reference, the following table shows the benefits and maximum policy limits available of all sections under SmartDrive Private Car Insurance. The extent of insurance given under the section depends on the type of cover you have chosen and which is written in the Schedule. Please refer to related section of this document for details of terms, conditions and exceptions.

Coverage and section number		Comprehensive	Third Party Only
Section (I) Motor Car			
5(a)	Loss of or damage to the Motor Car	Market Value or Original Net Purchase Price, whichever is lower	n/a
5(b)	Removal to nearest repairer and redelivery after repair	20%	n/a
6(b)	Authorized Repair Limit	\$1,000	n/a
Section (II) Your Liability to Third Parties			
9(a)	Death or bodily injury to other people	\$100 Million	\$100 Million
9(b)	Damage to property of other people	\$2 Million	\$2 Million
10(c)	Your legal costs and expenses	Included in above Section (II) limits	
Section (III) Medical Expenses			
15	For bodily injury sustained by You / Insured Drivers / occupants of the Car	\$5,000	n/a
Additional Benefits			
19(a)	Personal Accident to the Named Driver	\$100,000	n/a
19(b)	No Claim Discount (NCD) Protection	covered	n/a
19(c)	New for Old Replacement	covered	n/a
19(d)	Windscreen Replacement	\$5,000	n/a
19(e)	Towing Service	\$1,000	n/a
19(f)	Rental Vehicle	\$5,000 (80% of rental cost up to HK\$1,000 per day)	n/a
19(g)	Claims Recovery Service	covered	n/a
19(h)	Nil Depreciation on Repairs	covered	n/a
19(i)	24-Hour Emergency Service (Assistance Hotline)	covered	n/a
19(j)	AXA Premium Workshops	covered	n/a
Optional Add-on Benefits			
20(a)	Car Damage in Guangdong Province of China and/or Hong Kong-Zhuhai-Macao Bridge	optional	n/a
20(b)	Increase of Third Party Property Damage Liability Limit	optional	optional

How to Make a Claim

In the event of any occurrence which may give rise to claim under the Policy, Insured shall as soon as possible 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. Notice shall also be given 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 connection with any such occurrence. In case of theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company which shall be entitled if it so desires to take over the 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 its own benefit any claim for indemnity or damages or otherwise and 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.

Important – Please follow these guidelines as they will assist us in processing your claim.

Please always state your policy and/or claim reference in all communications.

Should you have any query or need further advice please call us on 2523 3061.

Once your claim is registered with us, a personal Claim Handler will be appointed to assist you.

Personal Information Collection Statement

AXA General Insurance Hong Kong Limited (referred to hereinafter as the “Company”) recognises its responsibilities in relation to the collection, holding, processing, use and/or transfer of personal data under the Personal Data (Privacy) Ordinance (Cap. 486) (“PDPO”). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data held by the Company is accurate. The Company will take all practicable steps to ensure security of the personal data and to avoid unauthorised or accidental access, erasure or other use.

Please note that if you do not provide us with your personal data, we may not be able to provide the information, products or services you need or process your request.

Purpose: From time to time it is necessary for the Company to collect your personal data (including credit information and claims history) which may be used, stored, processed, transferred, disclosed or shared by us for purposes (“Purposes”), including:

- offering, providing and marketing to you the products/services of the Company, other companies of the AXA Group (“our affiliates”) or our business partners (see “Use and provision of personal data in direct marketing” below), and administering, maintaining, managing and operating such products/services;
- processing and evaluating any applications or requests made by you for products/services offered by the Company and our affiliates;
- providing subsequent services to you, including but not limited to administering the policies issued;
- any purposes in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates, including investigation of claims;
- detecting and preventing fraud (whether or not relating to the products/services provided by the Company and/or our affiliates);
- evaluating your financial needs;
- designing products/services for customers;
- conducting market research for statistical or other purposes;
- matching any data held which relates to you from time to time for any of the purposes listed herein;
- making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purposes, investigations by police or other government or regulatory authorities in Hong Kong or elsewhere;
- conducting identity and/or credit checks and/or debt collection;
- complying with the laws of any applicable jurisdiction;

- 13 carrying out other services in connection with the operation of the Company's business; and
- 14 other purposes directly relating to any of the above.

Transfer of personal data: Personal data will be kept confidential but, subject to the provisions of any applicable law, may be provided to:

- 1 any of our affiliates, any person associated with the Company, any reinsurance company, claims investigation company, your broker, industry association or federation, fund management company or financial institution in Hong Kong or elsewhere and in this regard you consent to the transfer of your data outside of Hong Kong;
- 2 any person (including private investigators) in connection with any claims made by or against or otherwise involving you in respect of any products/services provided by the Company and/or our affiliates;
- 3 any agent, contractor or third party who provides administrative, technology or other services (including direct marketing services) to the Company and/or our affiliates in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- 4 credit reference agencies or, in the event of default, debt collection agencies;
- 5 any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
- 6 any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
- 7 the following persons who may collect and use the data only as reasonably necessary to carry out any of the purposes described in paragraphs nos. 2, 3, 4 and 5 of the Purposes specified above: insurance adjusters, agents and brokers, employers, health care professionals, hospitals, accountants, financial advisors, solicitors, organisations that consolidate claims and underwriting information for the insurance industry, fraud prevention organisations, other insurance companies (whether directly or through fraud prevention organisation or other persons named in this paragraph), the police and databases or registers (and their operators) used by the insurance industry to analyse and check data provided against existing data.

For our policy on using your personal data for marketing purposes, please see the section below "Use and provision of personal data in direct marketing".

Transfer of your personal data will only be made for one or more of the Purposes specified above.

Use and provision of personal data in direct marketing:

The Company intends to:

- 1 use your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by the Company from time to time for direct marketing;
- 2 conduct direct marketing (including but not limited to providing reward, loyalty or privileges programmes) in relation to the following classes of products and services that the Company, our affiliates, our co-branding partners and our business partners may offer:
 - a) insurance, banking, provident fund or scheme, financial services, securities and related products and services;
 - b) products and services on health, wellness and medical, food and beverage, sporting activities and membership, entertainment, spa and similar relaxation activities, travel and transportation, household, apparel, education, social networking, media and high-end consumer products;
- 3 the above products and services may be provided by the Company and/or:
 - a) any of our affiliates;
 - b) third party financial institutions;
 - c) the business partners or co-branding partners of the Company and/or affiliates providing the products and services set out in (2) above;
 - d) third party reward, loyalty or privileges programme providers supporting the Company or any of the above listed entities
- 4 in addition to marketing the above products and services, the Company also intends to provide the data described in (1) above to all or any of the persons described in (3) above for use by them in marketing those products and services, and the Company requires your written consent (which includes an indication of no objection) for that purpose;

Before using your personal data for the purposes and providing to the transferees set out above, the Company must obtain your written consent, and only after having obtained such written consent, may use and provide your personal data for any promotional or marketing purpose.

You may in future withdraw your consent to the use and provision of your personal data for direct marketing.

If you wish to withdraw your consent, please inform us in writing to the address in the section on "Access and correction of personal data". The Company shall, without charge to you, ensure that you are not included in future direct marketing activities.

Access and correction of personal data: Under the PDPO, you have the right to ascertain whether the Company holds your personal data, to obtain a copy of the data, and to correct any data that is inaccurate. You may also request the Company to inform you of the type of personal data held by it.

Requests for access and correction or for information regarding policies and practices and kinds of data held by the Company should be addressed in writing to:

Data Privacy Officer
AXA General Insurance Hong Kong Limited
5/F AXA Southside, 38 Wong Chuk Hang Road,
Wong Chuk Hang, Hong Kong

A reasonable fee may be charged to offset the Company's administrative and actual costs incurred in complying with your data access requests.

Important – Please remember to quote your Policy reference in any communication.

Note: All amounts are in Hong Kong Dollars.

If there is any inconsistency or conflict between the English version and the Chinese version of this document, the English version shall prevail.

Customer Service Hotline

Please keep this policy in good order. Should You have any enquiries, please contact Your insurance agent or broker or call Us on:

2867 8688 for policy coverage enquiries

3070 5003 for Claims enquiries

Hotline Office Hour: Monday to Friday 9:00am – 1:00pm, 2:00pm – 5:30pm

(except Public Holidays)

「卓越」優車樂

附錄於保險單並構成其一部份的保單承保條款

歡迎選用安盛保險有限公司的「卓越」優車樂保險計劃。

閣下的保險單包含下列文件：

- 投保書
- 本保險單內的條款
- 承保表

閣下的承保表顯示：

- 閣下投保的項目詳情
- 保險期內
- 任何可能適用於閣下保險單的特定承保條款

閣下繳交承保表內所述的保險費後，倘若閣下於保險期內在香​​港任何地方發​​生意外、受傷或遭受損失，本公司會提供閣下從下列投保項目中的保障。

請閱讀本保險單保障詳情及閣下的已選擇承保表，以確保閣下知悉所獲提供的保障範圍。

安盛保險有限公司(下稱「本公司」)同意，在符合本保險單所載或背書的條款的規定下，假如任何受保人在保險承保表(該「承保表」)內所載的保險期內蒙受下列損失，本公司將會按照本保險單所界定的保障範圍彌償有關受保人。

1 保險條款

受保人與本公司雙方同意：

- 將投保書與聲明書收納入本保險合約，並作為本保險合約的依據；
- 由受保人繳付承保表所列的保險費；
本公司按照本保險單的條款，為承保表所列保險期內發生的事故提供保險；及
- 本公司承擔保險責任的先決條件如下：
 - 受保人或其他索取彌償者均已遵守本保險單任何有關應做或不應做事項的條款；及
 - 投保書與聲明書的內容均屬真實無訛。

本保險單須由獲本公司授權的人士在承保表簽署後方可生效。

2 一般定義

就本保險單而言：

詞語	定義
本公司	安盛保險有限公司。
電動車電池	又稱「牽引電池」，指電池用作驅動該受保汽車。電動車電池通常為次要(可充電)電池。由於電動車電池需要可以在較長的時間內持續有功率輸出，電動車電池和一般車上負責啟動、照明以及點火(SLI)的汽車蓄電池不同，所以此等應用會使用深循環電池而非汽車蓄電池。包括鋰離子電池及其他類別電池。
事故	由同一個原因或事源引起而與受保汽車有關的單一或連串事故。
本地區	香港區域；如以水路運載受保汽車包括附帶的裝卸情況，則包括香港的海域。
受保人/保單持有人	承保表指定的人士。
受保司機	指受保人或任何獲其指令或許可駕駛受保汽車的其他人士，惟受保人或駕駛受保汽車的人士必須持有駕駛該汽車的有效執照，或已持有而未遭吊銷或拒發該執照。「執照」一詞指本地區的法律、規例或發牌當局所規定的執照或許可證。
受保汽車	承保表指定的汽車。
指定司機	承保表指定的「受保司機」。
原本的淨購價	即車輛登記文件上的受保汽車的首次登記時的應課稅值和已繳付的首次登記稅的總和。
本保險單	本私家車保險單及其包括或背書的承保表、附註及批單，全部須當為同一份文件，任何具有特定含義的詞語在整份文件中意義保持一致。
投保書與聲明書	已簽署的投保書、聲明書，以及受保人或其代表所提供的任何附加或替代資料。
承保表	本保險單的附頁，用以列明有關本保險合約的條文與細節。

在本保險單中，除另有規定外，單數須包括複數，反之亦然；凡提及某一性別的皆適用於另一性別。

3 適用承保範圍

- 如在承保表上的「保障計劃」是「綜合保險」，則本保險單第(I)、(II)及(III)部份均適用。
- 如在承保表上的「保障計劃」是「第三者責任保險」，則只有本保險單第(II)部份適用。

4 受保汽車使用限制

- (a) 本保險單任何部份所提供的保障，只在受保汽車作社交、家庭或遊樂用途，或作涉及受保人的業務或職業的用途時方為有效。
- (b) 受保汽車以出租或收費形式接載乘客，或作賽車、定速度、可靠性試驗、車速測試或任何涉及汽車業務的用途時，本保險單概不適用。

5 第(I)部份保險 — 受保汽車的損失或毀壞

- (a) 本公司將會就受保汽車及/或其配件及/或其零件(只限受保人的受保汽車的製造商裝配的、正用於受保汽車的原廠規格配件及零件)的損失或毀壞對受保人作出彌償。本公司可根據其選擇權修理、復原或替換受保汽車及/或其配件及/或其零件，或對損失或毀壞作出現金彌償。

本公司根據本節5(a)段所作的彌償只限於：

- (i) 受保汽車在損失或毀壞時的合理市值，或
 - (ii) 受保汽車原本的淨購價，
- 以較低者為準。

- (b) 如受保汽車因本保險單承保的損失或毀壞而不能行駛，本公司則另付以下安排所需的合理費用：
 - (i) 保護及運送受保汽車至最近的修理處；及
 - (ii) 在完成修理後將受保汽車送回受保人在本地區(即發生損失或毀壞的地區)內的地址；惟上述費用不得超過協定修理費用的20%。
- (c) 如受保汽車及/或其配件及/或其零件損失或毀壞，而本地區(即修理受保汽車的所在地)沒有所需零件的存貨，或本公司選擇對損失或毀壞作出現金彌償，則本公司對該零件的彌償責任僅限於該零件製造商或其代理商為本地區(即修理受保汽車的所在地)所發佈的最新目錄或價格表內的價格，或如無此等目錄或價格表，則僅限於最後在該製造廠取得的價格加上運送(空運除外)到本地區(即修理受保汽車的所在地)的合理運費，以及有關的進口稅與裝配該零件的合理費用。

6 適用於第(I)部份保險的特別條件

- (a) 如按受保人的要求，承保表或本保險單背書的附註列有分期付款車主，則本公司就受保汽車的損失或毀壞所支付的任何現金款項均應向該分期付款車主支付。該分期付款車主簽發的收據即成為本公司對該損失或毀壞所負責任的圓滿了結。
- (b) 受保人對本公司根據本保險單可能負責彌償的損毀，可授權進行必要的修理，但須符合下列條件：
 - (i) 預計修理費不得超過第18(a)段所列的「獲認可的修理費限額」；
 - (ii) 即時向本公司提供修理費的詳盡估價；及
 - (iii) 如受保人須全力協助本公司明白該項修理是必需的而收費是合理的。
- (c) 如受保汽車的修理費用是第(I)部份的索償項目，本公司有權否決有關修理地點或修理商號的建議。
- (d) 就根據本保險單第(I)部份作出的彌償而言，雙方謹此明白及同意，如受保人選用的維修商的維修費用報價似乎並不合理，則本公司有權行使其權利選用其他維修商修理受保汽車。
- (e) 本公司根據本保險單承擔法律責任的先決條件如下：
 - (i) 受保汽車裝設本公司核准的防盜系統，而在未得本公司同意下，不得拆除、改裝該系統或改變其震動程度，或進行任何可能影響該系統的結構性改裝；
 - (ii) 當受保汽車無人看管時，及在所有其他適當時候，必須在任何時間啟動該防盜系統，使其全面發揮功效；
 - (iii) 該防盜系統必須在本保險單生效期間一直運作正常；
 - (iv) 所有其他為受保汽車安全而設的保護措施，必須在本保險單生效期間一直運作正常，及在所有適當時間全面發揮功效；
 - (v) 當受保汽車無人看管時，及在所有其他適當時間，不得將上述防盜系統的所有鑰匙及後備鑰匙遺留在受保汽車。

7 適用於第(I)部份保險的特別除外責任

- (a) 本公司對下列項目概不負責：
 - (i) 後果損失；
 - (ii) 折舊、自然損耗、機件或電器故障、失靈或破損；
 - (iii) 輪胎受損，除非受保汽車其他部份同時受損；及
 - (iv) 任何適用於第(I)部份的索償自負額。
- (b) 電池不受保條款(適用於電動車)：

本公司不會就受保汽車及其電動車電池因以下直接或間接造成的任何損失或損害負責：

 - (i) 固有缺陷或設計錯誤；
 - (ii) 機械及電子損壞或超過負荷；
 - (iii) 清潔、改動或改裝，維修或保養；
 - (iv) 濫用或違反制該受保汽車製造商的使用指引；
 - (v) 非受保汽車製造商提供或安裝的零件、設備、配件、軟件或系統而造成的兼容性問題。

8 適用於第(I)部份保險的索償自負額

- (a) 對於任何導致索償的事故(盜竊或企圖盜竊的事故除外)，本公司將不負責有關索償的首筆相等於保險承保表中「一般自負額」的款項。
- (b) 如在導致索償的事故發生時：
 - (i) 正駕駛受保汽車的人士並非保險承保表所列的「指定司機」，根據本節8(a)段不應由本公司負責的首筆款額則會增加，即加上保險承保表所列的「非指定司機自負額」；
 - (ii) 受保汽車正由二十五歲以下的人士駕駛，根據本節8(a)段不應由本公司負責的首筆款額則會增加，即加上保險承保表所列的「年輕司機自負額」；
 - (iii) 受保汽車正由持有駕駛執照(不包括臨時駕駛執照)不足兩年的人士駕駛，根據本節8(a)段不應由本公司負責的首筆款額則會增加，即加上保險承保表所列的「新牌司機自負額」；
 - (iv) 受保汽車正停放在一處，根據本節8(a)段不應由本公司負責的首筆款額則會增加，即加上保險承保表所列的「停泊損毀自負額」；
- (c) 對於任何因盜竊或企圖盜竊而引致的索償，本公司將不負責每項索償首筆相等於保險承保表中「盜竊損失自負額」的款項。

- (d) 一旦根據第(I)部份作出索償：
- (i) 如本節8(c)段適用，則本節8(a)及8(b)段並不適用；
 - (ii) 如本節8(a)段或本節8(b)(i)、8(b)(ii)、8(b)(iii)及8(b)(iv)段任何一段或多段適用，則不應由本公司負責的首筆款額將予以累積計算；
 - (iii) 如本公司招致的開支包括任何根據本節8(a)、8(b)、8(c)段不應由本公司負責的金額，受保人須立即將該筆款項償還本公司。
- (e) 如受保汽車的損失或毀壞由獨立產生(即並非因任何先前涉及受保汽車的事故引致)的火災、自燃、閃電或爆炸造成，則本節8(a)及8(b)段的規定將不適用。

9 第(II)部份保險 – 第三者的法律責任

在保險單責任限額、條件與除外責任的規限下，本公司就受保人及/或任何受保司機及/或(在受保人要求下)任何在受保汽車內或進出受保汽車的人士(駕駛汽車的人士除外)有關：

- (i) 任何人的死亡或身體受傷；及/或
- (ii) 財產損毀

在法律上應負責支付的一切款額(包括索償人的訟費與開支)，以及在本公司的書面同意下由受保人或其代表招致及/或由受保司機或其代表招致及/或由該其他人士或其代表招致的其他訟費與開支，向受保人及/或該受保司機及/或該其他人士作出彌償。上述傷亡或財產損毀源自受保汽車所引致或涉及的意外，包括在受保汽車裝卸貨物，以及在行車道或大道範圍內將需要裝上受保汽車的貨物搬至該汽車或在受保汽車卸貨後將貨物搬離該汽車。

10 適用於第(II)部份保險的保險單責任限額

- (a) 本公司根據第(II)部份因任何事故向受保人及/或其他索取彌償的人士所提供的彌償，包括索償人的訟費與開支，以及在本公司的書面同意下由受保人或其代表招致及/或由該其他人士或其代表招致的其他訟費與開支，均有以下限額：
- (i) 有關根據第9節(i)段任何人的死亡或身體受傷，限額見第18節(a)段「第三者死亡或身體受傷」一欄；及
 - (ii) 有關根據第9節(ii)段的財產損毀，限額見第18節(a)段「第三者財產損毀」一欄。
- 如本保險單承保多於一輛汽車，不論涉及在同一事故中的受保汽車數目多少，仍以上述彌償限額為準。
- (b) 如任何事故導致多於一人獲得彌償，則本節10(a)段規定的本公司彌償限額將適用於所有索取彌償人士的彌償總額，但受保人可優先獲得彌償。
- (c) 在導致第(II)部份一宗或一連串索償的事故發生後，本公司可隨時向受保人及/或任何其他索取彌償的人士全數支付本節10(a)段規定的本公司責任限額(但需扣除任何已付數額)或索償達成和解的較少款額，而本公司須放棄進行任何抗辯、和解或司法程序，從此對以下各項概不負責：應向索償人支付的損害彌償及索償人的訟費；或任何因聲稱中本公司在抗辯、和解或司法程序方面的作為或不作為，或因本公司上述放棄行為而被指稱導致受保人或有關人士蒙受的損害。本公司對以下費用亦不負責：受保人或有關人士或索償人或其他人士在本公司採取上述放棄行為後才招致的任何訟費或開支。

11 適用於第(II)部份保險的特別條件

- (a) 如任何有權根據第(II)部份獲得彌償的人士去世，本公司則在按照及不抵觸本保險單適用於該死者的限制條款下，就該人士招致的法律責任向其法定遺產代理人作出彌償。
- (b) 本公司有權選擇及自費：
- (i) 安排代表出席與第(II)部份彌償所針對的死亡有關的調查或死因研訊；及/或
 - (ii) 在法院司法程序中就任何或指稱中的罪行導致或涉及第(II)部份彌償所針對的事故抗辯。

12 第(II)部份保險的特別除外責任

本公司對下列項目概不負責：

- (a) 對任何索取彌償的人士作出彌償：
- (i) 除非該人士遵守、履行及符合本保險單所有適用的條款；或
 - (ii) 如該人士有權根據其他保險單獲得彌償。
- (b) 受僱於以下人士者在受僱工作期間因工死亡或身體受傷：
- (i) 任何根據第(II)部份索取彌償的人士(包括受保人)；或
 - (ii) 任何根據第(II)部份索取彌償的人士(包括受保人)的僱主；
- (c) 屬於以下人士或由以下人士以信託形式持有、保管或管控的財產所蒙受的損失：
- (i) 任何根據第(II)部份索取彌償的人士(包括受保人)；或
 - (ii) 與任何根據第(II)部份索取彌償的人士(包括受保人)共住的人士；
- (d) 並非由在香港具司法管轄權的法院作出初審的判決；或
- (e) 適用於第(II)部份保險的索償自負額。

13 適用於第(II)部份保險的自負額

- (a) 如有事故導致第三者財產損失的法律責任而索取彌償，本公司將不負責有關索償的首筆相等於承保表中「第三者財產損毀自負額」的款項；
- (b) 任何意外如導致僅產生第三者財產損毀的法律責任而索取彌償，而閣下的承保表上的「保障計劃」是「綜合保險」，則本公司特此同意，倘若事故發生之時受保人屬以下情況，本公司將豁免第13(a)段所述的第三者財產墊底費：
- (i) 正駕駛受保汽車；及
 - (ii) 年齡介乎30至45歲之間；及
 - (iii) 持有有效駕駛執照兩年以上。
- 上述對於第三者財產墊底費的豁免不適用於承保表所列的第99類別的受保汽車。
- (c) 如在導致索償的事故發生時：
- (i) 正駕駛受保汽車的人士並非保險承保表所列的「指定司機」，根據本節13(a)段不應由本公司負責的首筆款額則會增加，即加上保險承保表所列的「第三者財產損毀適用的非指定司機自負額」；
 - (ii) 受保汽車正由二十五歲以下的人士駕駛，根據本節13(a)段不應由本公司負責的首筆款額則會增加，即加上保險承保表所列的「第三者財產損毀適用的年輕司機自負額」；
 - (iii) 受保汽車正由持有駕駛執照(不包括臨時駕駛執照)不足兩年的人士駕駛，根據本節13(a)段不應由本公司負責首筆款額則會增加，即加上保險承保表所列的「第三者財產損毀適用的新牌司機自負額」；

(d) 一旦根據第(II)部份作出索償：

- (i) 如本節13(a)段或本節13(c)(i)、13(c)(ii)及13(c)(iii)段任何一段或多段適用，則不應由本公司負責的首筆款額將予以累積計算；
- (ii) 如本公司因索償而招致的開支包括任何根據本節13(a)或13(c)段不應由本公司負責的金額，受保人須立即將該筆款項償還本公司。

14 使若干條款無效及有權追回款項

如按照本地區任何國家的法律或根據本公司與香港汽車保險局的任何協議，本公司須支付一筆依據本保險單不應由本公司負責的款項，則閣下及任何其他獲本公司為其付款的人士須立即將該筆款項償還給本公司。

15 第(III)部份保險 — 醫療費用的彌償

如受保人或受保司機或受保汽車任何佔用人的身體直接及即時因受保汽車的意外透過突發、外來及可見的途徑而受傷，本公司將向受保人支付為此而招致的合理醫療費用，但在任何情況下，本公司根據第(III)部份因任何事故承擔的法律責任不得超過第18節(a)段的第(III)部份「保險單彌償限額」所列的金額。

16 無索償折扣(簡稱「折扣優惠」)

(a) 倘在任何下列保險期間並無根據本保險單作出或引致索償，則在下次續保時，保險費將獲以下折扣惠：

保險期	折扣優惠(適用於續保保險費)
一年	20%
連續兩年	30%
連續三年	40%
連續四年	50%
連續五年或以上	60%

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

17 一般除外責任

1 本公司根據本保險單對下列項目概不負責：

- (a) 在下列情況下造成、蒙受或招致的任何意外、損失、毀壞或法律責任：
 - (i) 在本地區以外範圍；
 - (ii) 在獲受保人指令、許可或在其知情的情况下，與本保險單所提供的彌償有關的受保汽車在並非遵照保險單第4節「汽車使用限制」的情況下使用中，或由並非受保司機的人士駕駛(或所謂由該人士駕駛，是指在該人士指揮下駕駛)；
- (b) 由下列項目直接或間接、作為近因或遠因引起、參與造成、引發或相關的任何意外、損失、毀壞或法律責任(但為符合《汽車保險(第三者風險)條例》的規定而必須負責的情況則屬例外)：
戰爭、侵略、外敵行為、敵對行為或軍事行動(無論有否宣戰)、內戰、叛變、具備民眾起義特質或構成民眾起義的民眾騷亂、軍事起義、起義、叛亂、革命、軍事或篡奪力量、軍法統治、由任何政府或公共或地方當局或根據任何政府或公共或地方當局的命令或因任何代表宗旨包括以恐怖主義或任何暴力手段推翻或影響任何合法或實質政府的組織或與其有關連的人(一人或多人)的任何行為而對財產的充公或國有化或徵用或毀壞或損毀。在任何法律行動、訴訟或其他司法程序中，如本公司指稱任何意外、損失、毀壞或法律責任因本節17-1(b)段的緣故不可根據本保險單獲得彌償，則舉證責任落在索取彌償的人士身上，由其證明該意外、損失、毀壞或法律責任可獲彌償。
- (c) 儘管本保險計劃內或其任何簽注內有任何相反的規定，不管有沒有其他同時或按任何其他次序促成有關損失的成因或事件，現協定本保險計劃並不包括因任何恐怖主義行為而直接或間接導致、引致或與此等行為有關的任何性質的損失、損害、費用或開支。
就本簽注而言，恐怖主義行為是指無論個別或代表任何機構(一間或多間)或政府(一個或多個)或與該(些)機構或該(些)政府有關的任何人或一群(或多群)人為政治、宗教、意識形態、或類似目的包括影響任何政府及/或令公眾或任何公眾階層恐懼的意圖而作出的行為，包括但不限於使用武力、暴力及/或威脅使用武力或暴力。
此簽注亦不包括直接或間接因任何為控制、防範、遏止任何恐怖主義行為或與任何恐怖主義行為有關而採取的行動而造成、導致或與該些行動有關的任何性質的損失、損害、費用或開支。
假若受保人不同意本公司以此除外責任條款，提出本保險計劃的保障範圍並不涵蓋的任何損失、損害、費用或開支，受保人須負責提出相反證據。
倘若此簽注的任何部份被發現屬無效或不能強制執行，其餘部份將仍然維持全面有效。
- (d) 任何因協議而附加的法律責任；
- (e) 由電離輻射或放射性污染(來自核燃料或來自燃燒核燃料所得的核廢料)直接或間接引致或參與造成的任何財產毀壞、損失或意外，或任何因此造成的損失或開支，或任何相應而產生的損失，或任何性質的法律責任。本節17-1(e)段所指的燃燒包括自持核裂變；及
- (f) 直接或間接由核子武器材料引致或參與造成的任何意外、損失、毀壞或法律責任；
- (g) 在下列情況下引致、蒙受或招致的任何意外、損失、毀壞或法律責任：
 - (i) 受保人或受保司機被定罪，在受酒精或藥物的影響下駕駛或掌管或控制受保汽車，其程度達到沒有能力妥當地控制受保汽車；或
 - (ii) 受保人或受保司機駕駛或掌管或控制受保汽車，而其呼氣、血液或尿液中的酒精比例超過第374章《道路交通條例》第2條(可不時修訂)或任何其他代替此條的法例訂明的限度；
或
 - (iii) 受保人或受保司機被定罪，當其駕駛或掌管或控制受保汽車，在根據法例被要求時，沒有提供呼氣、血液或尿液樣本以供化驗或分析而無合理辯解。

2 制裁責任限制及不受保條款

保險人不得視為提供任何保險，及不會承擔任何賠償或提供任何利益之責任，若就所提供的保險及支付任何賠償款項或利益責任可能使保險人受到聯合國決議的任何制裁、禁令或限制、或遭受歐盟、英國或美國的貿易或經濟制裁，或違反歐盟、英國或美國的法律或法規。

18 一般條件

(a) 雙方謹此知悉並協定，本保險單的保險單責任限額如下：

第(I)部份保險	有關受保汽車的損失或毀壞的獲認可修理費用限額	
	- 第6節(b)(i)段	\$1,000
第(II)部份保險	每宗事件的第三者法律責任保險單賠償限額	
	第三者死亡或身體受傷	
	- 第10節(a)(i)段	\$100,000,000
	第三者財產損毀	
	- 第10節(a)(ii)段	\$2,000,000
第(III)部份保險	彌償醫療費用	
	每宗事件的保險單彌償限額	
	- 第15節	\$5,000

(b) 凡根據本保險單發出或作出的通知書或通訊，均須以書面形式送達本公司。

(c) 一旦發生任何可引致本保險單索償的事故，受保人須立即將全部詳情通知本公司。受保人在收到任何索償書信、令狀、傳票或法律程序文件後，須立即通知並將有關文件轉交本公司。受保人或任何索取彌償的人士如獲悉與引致本保險單索償的事故有關而即將進行的起訴、調查或死因研訊，須立即以書面通知本公司。如因盜竊或其他刑事罪行可能成為本保險單索償的因由，受保人須立即通知警方，並須與本公司合作將犯罪者繩之於法。

(d) 在未得本公司事先書面同意前，受保人(或其代表)或任何索取彌償的人士(或其代表)不得作出以下任何一項：承認、要約、承諾、付款或彌償。本公司有權以受保人或索取彌償人士的名義就任何索償接辦及進行抗辯或和解，或為本公司利益以受保人或該人士的名義，就任何對彌償或損害彌償或其他項目的索償作出起訴。本公司對進行任何法律程序及任何索償的和解享有全面的酌情決定權。受保人及該人士須提供一切本公司所需的資料及協助。

(e) 受保人須採取一切合理步驟以防汽車損毀，以及保持汽車的良好性能。本公司亦有權隨時全面自由檢查受保汽車或其任何部份，或查閱受保人的司機或僱員。如遇意外或故障，不得將受保汽車置諸不理而不採取適當措施以防止進一步的毀壞或損失；如受保汽車在未經必需的修理前遭人駕駛，則任何增加的損毀或受保汽車任何進一步的損毀或因此而引起的第三者法律責任，均不得包括在本保險單的彌償範圍內。

(f) 本公司可以下述方式取消本保險單：七天前以掛號郵遞將有關通知寄達受保人最後為人所知的地址。在該情況下，本公司在扣除本保險單有效期內按比例應付的保險費後，將向受保人退還保險費餘款；或本保險單可隨時由受保人以七天通知取消，而(只要在當時的保險期內未出現任何索償，並在取消日期當日或之前將當時的保險憑證交還本公司)受保人有權獲退還閣下有權獲退還按沒有生效的本保險單期間之比例計算的保險費，條件是本公司無須退還金額低於\$500(未計算汽車保險局M.I.B.附加費)的任何保險費。

(g) 如在出現索償時有任何其他承保同一損失、毀壞或法律責任的保險，本公司不必負責支付或攤分超過其按比例應付的損失、毀壞、彌償、訟費或開支數額，但在任何情況下，本節18(g)段均不得將任何責任加於本公司；若無本節18(g)段便可根據第12節(a)(ii)段予以免除的法律責任。

(h) 所有源於本保險單的分歧須根據當時的《仲裁條例》以仲裁裁決。如各方未能就仲裁人或公斷人選達成協議，則須交由當時香港國際仲裁中心的主席決定人選。現明文規定，必須先取得仲裁裁決，始有權為本保險單提出訴訟。如本公司為根據本保險單作出的索償向受保人卸責，而該索償並未在卸責聲明後12個月內根據本保險單規定提交仲裁，則就各方面而言，須當作已放棄該索償，以後不得根據本保險單進行追討。

(i) 任何不是本保單某一方的人士或實體，不能根據《合約(第三者權利)條例》(香港法例第623章)強制執行本保單的任何條款。

(j) 本保險單受香港獨有的司法管轄權管限，並根據香港法律詮釋。

(k) 本保險單的最低保險費為\$500(未計算汽車保險局M.I.B.附加費)。

19 免費額外保障(只適用於投保「綜合保險」保障計劃)

(a) 記名司機的人身意外

本公司會按照下列賠償額，就本保險單的指定司機遭受的下文界定的身體傷害向其支付賠償，而該指定司機在意外發生時是受保汽車的駕駛者，其遭受的身體傷害是由獨立而非因任何其他原因產生的猛烈、突發、外來及可見的途徑導致(因有關受傷而進行的醫學治療或手術治療除外)，並須於受傷後3個月內造成下列情況：-

	賠償額
(1) 死亡	\$100,000
(2) 雙目完全失明及無法治癒	\$100,000
(3) 雙手手腕或其以上位置或雙腳腳踝或其以上位置或一隻手腕或其以上位置及一隻腳腳踝或其以上位置截肢而完全喪失雙手或雙腳或一隻手及一隻腳	\$100,000
(4) 一隻手腕或其以上位置或一隻腳腳踝或其以上位置截肢而完全喪失一隻手或一隻腳及一隻眼睛完全失明並無法治癒	\$100,000
(5) 一隻眼睛完全失明及無法治癒	\$50,000
(6) 一隻手腕或其以上位置或一隻腳腳踝或其以上位置截肢而完全喪失一隻手或一隻腳	\$50,000

除非本保險單的條款另有規定，否則必須符合以下條件：

- 本公司只會就每宗事故對每名指定司機所受的上述(1)至(6)項傷害其中一項支付賠償，而本公司在每一保險期內向每名指定司機支付的最高賠償總額為\$100,000;
- 指定司機在身體受傷時年齡必須介乎18至65歲;
- 本公司不會就直接或間接、完全或部份因下列情況引起或導致或可透過下列情況追溯的身體受傷支付賠償：
 - 蓄意自我傷害、自殺(無論是否屬嚴重罪行)或企圖自殺、體弱缺陷;或(2)指定司機在烈酒或藥物影響下發生意外;
- 有關賠償必須直接支付予受傷人士或其代表律師，而其收受有關賠償後即代表本公司對該受傷人士所受的該傷害的圓滿了結;另受本保險單的條款約束。

(b) 無彌償紀錄折扣(簡稱「折扣優惠」) 還原保障

儘管本保險單第16節規定，本公司在本保險單的保險期內支付的最高賠償總額為\$60,000或受保汽車的合理市值的20%(以較低者為準)，受保人在本保險單的保險期屆滿續保時，將可享有與本保險單相同的無彌償紀錄折扣(簡稱「折扣優惠」)。

雙方明白及協定必須查明所有申索，及倘若無論什麼理由包括雙方均不續保而須將無彌償紀錄折扣轉移至任何其他一間保險公司，則本節的額外保障將不適用。

假如受保汽車屬於本保險單承保表內所列的第99類汽車，則此項「無彌償紀錄折扣還原保障」將不適用。

(c) 同款新車賠償

倘受保汽車被盜竊或在意外中完全損毀，而按照本保險單條款可獲本保險單提供保障，本公司同意以受保汽車同款新車作為賠償而不扣除任何本保險期內的折舊率，但須符合下列條件：

- (i) 受保人是受保汽車的首名登記車主；
- (ii) 必須在受保汽車製造年份隨後一個曆年內到運輸署辦理首次登記；
- (iii) 有關損失在受保汽車於運輸署辦理首次登記後首十二個月內發生；
- (iv) 受保汽車的同款車在香港有售；
- (v) 受保汽車進行的任何改裝/修改將不獲保障；
- (vi) 不包括附加配件及設備，但向原廠購買、裝置並已投保的配件及設備除外；
- (vii) 獲賠新車的淨購價不超過受保汽車原本的淨購價；
- (viii) 受保人獲賠新車之前必須取得本公司書面同意。

但如受保人選擇不接受本公司以新車賠償或未能找到同款新車，本公司將會根據本保險單的條款支付賠償予受保人，猶如本19(c)節的額外保障並不適用一樣。

(d) 更換擋風玻璃

本公司會就受保汽車的任何擋風玻璃或車窗玻璃因意外後破爛而須維修或更換，於每個保險期支付最高賠償總額為\$5,000，但受保汽車必須沒有其他損毀情況。就本附加保障而言，破爛指受保汽車的擋風玻璃或車窗玻璃的實質損毀，但不包括裝飾性損毀或任何生產上的缺陷。本公司根據本附加保障支付的賠償，將不會影響受保人的無彌償紀錄折扣。

(e) 拖車服務

若受保汽車因意外或其機件故障而不能、不適宜或不安全被駕駛，及不能在路邊進行維修，本公司會自費安排將受保汽車拖往任何汽車修理處或任何其他受保人或其授權司機要求的在香港的地方，但可按此項保障追討的最高金額為每保險期\$1,000。在上述情況下，不得在拖車服務提供者到場之前將受保汽車置諸不理。

(f) 臨時代用車服務

若受保汽車：

- (1) 因交通意外或已正式向本公司報告索償本保障適用的意外而導致無法行駛，必須在維修商/維修中心進行維修超過48小時，或
- (2) 被發現遭盜竊及在隨後48小時內未能尋回，

本公司會支付租用代用車輛所招致或必需招致的費用，但須符合以下條件：

- (i) 代用車輛必須與受保汽車為同一款式或類似款式，而非較佳或較大型的款式；
- (ii) 本公司不負責交送代用車輛；
- (iii) 此項保障只適用於本保險單的受保人及/或受保指定司機；
- (iv) 若受保汽車被盜竊，受保人必須將其向警方報失而錄取的口供提供予本公司；
- (v) 受保人/保險單持有人/指定司機須負責支付代用車輛租金的20%；
- (vi) 受保人須向本公司提交由租車公司發出的正式租用車輛發票/收據。

當完成維修受保汽車(與上述本節19(f)(1)段相關)或尋回被盜竊的受保汽車而其狀況良好，上述額外保障將立即終止。此項保障的最高賠償限額為每宗意外或每個保險期\$5,000及每天最高賠償額為\$1,000。此本節19(f)段的保障並不適用於涉及代用車輛的任何碰撞、損毀、控罪、選擇性保險或燃油費用及/或法律責任，亦不能作出追討。任何根據本節19(f)段可獲賠償的申索(一宗或多宗)的先決條件，是受保人/指定司機須遵守本保險單的所有條款。

(g) 追討索償服務

本公司會向受保人提供追討索償服務，代受保人追討其因下列事件招致而未有投保的損失：

- (i) 有關事件已向本公司報告，而本公司亦已就受保汽車的毀壞支付賠償；及
- (ii) 有關事件是由於第三方(一人或多人)的疏忽造成；

本段亦規定：

- (i) 受保人必須在進行追討索償訴訟期間全力協助本公司，並與本公司充份合作；
- (ii) 本公司並不保證能成功追討，亦不會就敗訴而承擔任何法律責任；
- (iii) 本公司保留所有權利，在其認為適當時候行使其完全及絕對的酌情決定權終止追討索償訴訟；

進行追討索償訴訟所必需招致的法律費用及所有相關代墊支費用，將會由受保人及本公司共同支付，金額將按照各自索償的比例而定。

(h) 「零」折舊率修理賠償

若受保汽車遇上意外而須進行維修，需更換之零件均不會被扣除折舊率，但須符合下列條件：

- (i) 受保汽車必須在其製造年份隨後一個公曆年內於運輸署辦理首次登記；
- (ii) 有關損失在受保汽車於運輸署辦理首次登記後首十二個月內發生；

(i) 24小時緊急服務(諮詢熱線)

在保險期內，受保人及/或受保司機可致電「卓越」優車樂保險諮詢熱線：2851 1990。

請於致電熱線時提供下列資料：

- 受保人姓名；及
- 保險單編號、車牌號碼及保險單開始生效日期；及
- 熱線員工能與閣下聯絡的電話號碼；及
- 意外的簡略陳述及要求提供協助的性質。

本公司提供下列緊急服務：

- (i) 路邊緊急協助
- (ii) 拖車
- (iii) 代用車輛
- (iv) 一般交通規例資料
- (v) 索償程序及報告索償諮詢

以上服務基本上均為諮詢或轉介服務。所招致的費用應由受保人支付。

本公司的24小時諮詢熱線服務由有關服務提供者配合提供。本公司不會就有關服務提供者的行為或未能提供有關服務負責。

(j) **安盛特許維修服務**

一旦發生任何可引致本保險單第(i)部份索償的意外(盜竊或企圖盜竊事件除外)，而受保人要求本公司賠償受保汽車及/或其配件及/或其零件的損失或損毀，若受保汽車的維修是由安盛特許維修商負責，受保人可享有下列額外保障：

- (i) 本公司會向受保人支付\$300作為交通津貼。
- (ii) 倘受保人需承擔折舊率，本公司會補貼有關折舊率高達\$3,000，但須符合下列條件：
 - (a) 必須在受保汽車製造年份隨後一個公曆年內於運輸署辦理首次登記；
 - (b) 有關損失在受保汽車於運輸署辦理首次登記後五年內發生；
- 第19(j)(i)及19(j)(ii)段保障不適用於第19(d)段所述更換擋風玻璃的索償。
- (iii) 由安盛特許維修商在本地區內提供意外後的免費拖車服務；
- (iv) 優先為受保汽車進行維修；
- (v) 在歸還維修後的受保汽車之前，免費進行外部清洗及內部吸塵清潔；
- (vi) 免費歸還受保汽車予受保人，歸還地點為受保人及安盛特許維修商雙方均方便的地方；
- (vii) 由安盛特許維修商所維修的零件，獲提供六個月保養。

就本保障而言，「安盛特許維修商」指本公司在意外時委託的修理處或車房或維修商。

安盛特許維修商為獨立承判商，並非本公司的僱員、代理或受僱人，他們將自行為其行為負責，本公司不會就有關承判商的行為或未能提供有關服務負責。受保人如欲查詢安盛特許維修商名單，可致電24小時意外諮詢熱線3691 9196。

20 附加保障項目(自選)

承保表上如列明以下任何附加保障項目，該等項目應附加於保險單並成為保險單的一部份。附加保障項目詳情請參閱下文。

(a) **受保汽車在中國廣東省及/或港珠澳大橋發生損毀情況(只適用於「綜合保險」保障計劃)**

鑒於受保人繳付額外保險費作為代價，本公司同意當受保汽車在中國廣東省境內及/或港珠澳大橋行駛時，受保人的保險單延伸至涵蓋第(i)部份「受保汽車的損失或毀壞」及第(III)部份「醫療費用的彌償」之下對受保人及受保人的受保汽車的保障。原保險單的彌償限額維持不變。第19節所述的免費額外保障適用，但以下項目除外：

- 第19(g)段的追討索償服務；及
- 第19(i)段的(i)路邊緊急協助；及(iii)代用車輛等兩項緊急服務，

而且本第20(a)段亦須符合下列條件：

- (i) 第19(e)段中「在香港」一語予以刪除，並以下文取代：「在香港及/或廣東省境內」；及
- (ii) 對於在廣東省及/或港珠澳大橋產生的任何索償，適用於第(i)部份的「一般墊底費」及「盜竊損失墊底費」的金額將為\$50,000或損失的15%，以較高者為準。根據本保險單第8節適用的其他墊底費，以承保表所述的金額為準。

在此明示聲明，本延伸保障在任何情況下均不適用於第(II)部份保險－第三者的法律責任。

為清晰起見，這條款中保障港珠澳大橋的地區包括(a)港珠澳大橋香港接線、(b)港珠澳大橋主橋，及(c)連接港珠澳大橋主橋至澳門口岸邊檢大樓東停車場的道路，前述(a)、(b)及(c)保障根據「港珠澳大橋澳門口岸泊車轉乘計劃」所許可行駛的道路，除了上述指定範圍外之澳門境內均沒有保障。

(b) **提高第三者財產損毀的責任限額(適用於「綜合保險」保障計劃及「第三者責任保險」保障計劃)**

雙方謹此知悉並協定，本保險單之下第(II)部份的保險責任限額如下：

第(II)部份保險-每宗事故的第三者法律責任保險單賠償限額	
--- 第三者死亡或身體受傷 第10(a)(i)段-----	\$100,000,000
--- 第三者財產損毀 第10(a)(ii)段-----	金額於承保表列明

附錄 - 綜合保障表

為方便參考，下表列出「卓越」優車樂所有項目的保障和最高責任限額。各部份所列的保險範圍取決於閣下所選取的並記載於承保表的保障計劃。有關詳細條款、細則和除外責任請參閱本文件的相關部份。

保障及節編號		綜合保險	第三者責任保險
第 (I) 部份 - 受保汽車			
5(a)	受保汽車的損失或毀壞	合理市值或原本的淨購價，以較低者為準。	不適用
5(b)	運送至最近的修理處並在完成修理後送回	20%	不適用
6(a)	「獲認可修理費用限額」	\$1,000	不適用
第 (II) 部份 - 閣下對第三者的法律責任			
9(a)	他人死亡或身體受傷	\$100,000,000	\$100,000,000
9(b)	他人財產損毀	\$2,000,000	\$2,000,000
10(c)	閣下的法律費用及開支	已包含於以上第 (II) 部份的限額之內	
第 (III) 部份 - 醫療費用			
15	受保司機 / 受保汽車 / 佔用人身體受傷	\$5,000	不適用
免費額外保障			
19(a)	記名司機人車意外	\$100,000	不適用
19(b)	無索償折扣保障	已保障	不適用
19(c)	新換舊賠償	已保障	不適用
19(d)	更換擋風玻璃	\$5,000	不適用
19(e)	拖車服務	\$1,000	不適用
19(f)	臨時代用車服務	\$5,000 (80% 代用車輛租金，每日 \$1,000 為上限)	不適用
19(g)	追討索償服務	已保障	不適用
19(h)	「零」折舊率修理賠償	已保障	不適用
19(i)	24小時緊急服務(諮詢熱線)	已保障	不適用
19(j)	安盛特許維修服務	已保障	不適用
自選附加保障項目			
20(a)	受保汽車在中國廣東省及 / 或港珠澳大橋發生損毀情況	可供選擇	不適用
20(b)	提高第三者財產損毀的責任限額	可供選擇	可供選擇

如何提出索償

一旦發生任何可引致本保險單索償的事故，受保人須盡快將全部詳情通知本公司。受保人在收到任何索償書信、令狀、傳票或法律程序文件後，須立即通知並將有關文件轉交本公司。受保人或任何索取彌償的人士如獲悉與引致本保險單索償的事故有關而即將進行的起訴、調查或死因研訊，須立即通知本公司。如因盜竊或其他刑事罪行可能成為本保險單索償的因由，受保人須立即通知警方，並須與本公司合作將犯罪者繩之於法。

在尚未得本公司事先書面同意前，受保人(或其代表)或任何索取彌償的人士(或其代表)不得作出以下任何一項：承認、要約、承諾或付款。本公司有權以受保人或索取彌償的人士名義就任何索償接辦及進行抗辯和和解，或為本公司利益以受保人或該人士的名義，就任何對彌償或損害彌償或其他項目的索償作出起訴。本公司對進行任何法律程序及任何索償的和解享有全面的酌情決定權。受保人及該人士須提供一切本公司所需的資料及協助。

重要事項 - 請跟從這些指引，因為它們將有助本公司處理閣下的索償。
請在所有通訊當中列明閣下的保險單號碼及 / 或索償編號。

假如閣下有任何疑問或需要進一步意見，請致電 2523 3061 聯絡本公司。
當閣下一旦向本公司提出索償，本公司便會委派一名「索償處理員」專責協助閣下。

收集個人資料的聲明

安盛保險有限公司(下稱“本公司”)明白其就《個人資料(私隱)條例》(香港法例第 486 章) (“條例”)收集、持有、處理、使用和 / 或轉移個人資料所負有的責任。本公司僅將為合法和相關的目的收集個人資料，並將採取一切切實可行的步驟，確保本公司所持個人資料的準確性。本公司將採取一切切實可行的步驟，確保個人資料的安全性，及避免發生未經授權或者因意外而擅自取得、刪除或另行使用個人資料的情況。

敬請注意，如果閣下不向本公司提供閣下的個人資料，我們可能無法提供閣下所需的資料、產品或服務，或無法處理閣下的要求。

目的：本公司不時有必要收集閣下的個人資料(包括信用資料和以往申索紀錄)，並可能因下列各項目的(“有關目的”)而供本公司使用、存儲、處理、轉移、披露或共享該等個人資料：

- 1 向閣下推介、提供和營銷本公司、安盛集團的其他公司(“安盛關聯方”)或本公司的商業合作夥伴(參閱下文“在直接促銷中使用及將其個人資料提供予其他人士”部份)之產品 / 服務，以及提供、維持、管理和操作該等產品 / 服務；
- 2 處理和評估閣下就本公司及安盛關聯方所提供之產品 / 服務提出的任何申請或要求；
- 3 向閣下提供後續服務，包括但不限於執行 / 管理已發出的保單；
- 4 與就本公司和 / 或安盛關聯方提供的任何產品 / 服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何目的，包括索賠調查；
- 5 偵測和防止欺詐行為(無論是否與就由本公司及 / 或安盛關聯方提供的產品 / 服務有關)；
- 6 評估閣下的財務需求；
- 7 為客戶設計產品 / 服務；
- 8 為統計或其他目的進行市場研究；
- 9 不時就本條款所列的任何目的核對所持有的與閣下有關的任何資料；
- 10 作出任何適用法律、規則、規例、實務守則或指引所要求的披露或協助在香港或香港以外其他地方的警方或其他政府或監管機構執法及進行調查；
- 11 進行身份和 / 或信用核查和 / 或債務追收；

- 12 遵守任何適用的司法管轄區的法律；
- 13 開展與本公司業務經營有關的其他服務；及
- 14 與上述任何目的直接有關的其他目的。

個人資料的轉移：個人資料將予以保密，但在遵守任何適用法律條文的前提下，可提供給：

- 1 位於香港或香港以外其他地方的任何安盛關聯方、本公司的任何相關聯人士、任何再保險公司、索賠調查公司、閣下之保險經紀、行業協會或聯會、基金管理公司或金融機構，以及就此方面而言，閣下同意將閣下的資料轉移至香港境外；
- 2 與就本公司和/或安盛關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何人士(包括私家偵探)；
- 3 在香港或香港以外其他地方向本公司和/或安盛關聯方提供行政、技術或其他服務(包括直接促銷服務)並對個人資料負有保密義務的任何代理、承包商或第三方；
- 4 信貸資料機構或(在出現拖欠還款的情況下)追討欠款公司；
- 5 本公司權利或業務的任何實際或建議的承讓人、受讓方、參與者或次參與者；
- 6 在香港或香港以外其他地方的任何政府部門或其他適當的政府或監管機關；及
- 7 在有合理需要履行任何上述有關目的段落2,3,4及5之情況下，以下人士：保險理算人、代理和經紀、僱主、醫護專業人士、醫院、會計師、財務顧問、律師、整合保險業申訴和承保資料的組織、防欺詐組織、其他保險公司(無論是直接地，或是通過防欺詐組織或本段中指名的其他人士)、警方、和保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊(及其運營者)。

如欲了解本公司為促銷目的使用閣下的個人資料的政策，請參閱下文“**在直接促銷中使用及將其個人資料提供予其他人士**”部份。

閣下的個人資料將僅為上文中規定的一個或多個有關目的而被轉移。

在直接促銷中使用及將其個人資料提供予其他人士

本公司有意：

- 1 使用本公司不時持有的閣下的姓名、聯絡資料、產品及服務的組合資料、交易模式及行為、財政背景及人口統計數據以進行直接促銷；
- 2 就本公司，安盛關聯方，本公司合作品牌夥伴及商業合作夥伴可能提供關於下列類別的服務及產品而進行直接促銷(包括但不限於提供獎賞、客戶或會員或優惠計劃)：
 - a) 保險、銀行、公積金或公積金計劃、金融服務、證券和相關產品及服務；
 - b) 健康、保健及醫療、餐飲、體育運動及會員服務、娛樂、健身浴或類似的休閒活動、旅遊及交通、家居、服裝、教育、社交網絡、媒體的產品及服務及高級消費類產品；
- 3 以上服務及產品將會由本公司及/或以下機構提供：
 - a) 任何安盛關聯方；
 - b) 第三方金融機構；
 - c) 提供上文2.所列之服務及產品之本公司及/或安盛關聯方的商業合作夥伴或合作品牌夥伴；
 - d) 向本公司或任何以上所列機構提供支援的第三方獎賞、客戶或會員或優惠計劃提供者；
- 4 除由本公司促銷上述服務及產品外，本公司亦有意將上文1.段部份所述的資料提供予上文3.段部份所述的全部或任何人士，以供該等人士在促銷該等服務及產品中使用，而本公司為此目的須獲得客戶書面同意(包括表示不反對)。

在使用閣下的個人資料作上文所述的目的或提供予上文所述的人士之前，本公司須獲得閣下的書面同意，及只在獲得閣下的書面同意後方可使用閣下的個人資料及提供予其他人士作任何推廣及促銷用途。

閣下日後可撤回閣下給予本公司有關使用閣下的個人資料及提供予其他人士作任何促銷用途的同意。

閣下如欲撤回閣下給予本公司的同意，請發信至下文“**個人資料的查閱和更正**”部份所列的地址通知本公司。本公司會在收取任何費用的情況下確保不會將閣下納入日後的直接促銷活動中。

個人資料的查閱和更正：根據條例，閣下有權查明本公司是否持有閣下的個人資料，獲取該資料的副本，以及更正任何不準確的資料。閣下還可以要求本公司告知閣下本公司所持個人資料的種類。

查閱和更正的要求，或有關獲取政策、常規及本公司所持的資料種類的資料，均應以書面形式發送至：

香港黃竹坑黃竹坑道38號安盛匯5樓
安盛保險有限公司
個人資料保護主任

本公司可能會向閣下收取合理的費用，以抵銷本公司為執行閣下的資料查閱要求而引致的行政和實際費用。

重要事項：請緊記在任何與本公司的通訊中註明閣下的保險單號碼。

註：所有金額均以港元計算。

此中文譯本只供參考之用，如有歧異，概以英文版本為準。

客戶服務熱線

請妥善保存本保單。如有任何查詢，請聯絡閣下的保險代理/顧問或致電我們：

2867 8688 查詢保單保障範圍

3070 5003 查詢理賠事宜

熱線辦公時間： 星期一至五上午九時至下午一時，下午二時至五時三十分
(公眾假期除外)



安盛

**SmartDrive Private Car
Policy Wording
「卓越」優車樂
保單內文**

安盛保險有限公司

AXA General Insurance Hong Kong Limited

香港黃竹坑黃竹坑道38號安盛匯5樓

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