

# Private Motor Car Policy

## 私家汽車保險單

Please read this policy carefully and have it reported and returned no later than 14 days from its date of issuance for any amendment, error and/or mis-description; otherwise this policy will be treated as correct and intended as proposed.

It is emphasized that any non-disclosure and/or mis-representation, deliberate or negligent of a material fact in the proposal of this insurance and/or breach of any warranty or condition(s) of this policy will render this policy void or voidable depending on the extent of the non-disclosure, mis-representation and/or breach.

請小心查閱此保單，如有任何錯漏，請務必於發出保單日後十四天內通知並擲回更正為荷，否則此保單被視為正確無誤。

特此鄭重聲明，對此保單所提供之一切資料，如有任何隱瞞或錯失之錯誤表達者或違反此保單之規條或章則者，視乎其隱瞞或錯失之錯誤表達或違反規條或章則之程度，會導致此保單無效或可使無效。



## Contents

<b>Private Motor Car Claim Guide .....</b>	<b>3</b>
<b>Definition.....</b>	<b>4</b>
<b>Operative Insurance Cover .....</b>	<b>5</b>
<b>Limitations as to Use of the Motor Car.....</b>	<b>5</b>
<b>Scope of Cover: .....</b>	<b>5</b>
<b>Section (i): Against Loss of or Damage to the Motor Car.....</b>	<b>5</b>
<b>Section (ii): Against Third Party Legal Liability .....</b>	<b>7</b>
<b>Section (iii): Indemnity of Medical Expenses.....</b>	<b>8</b>
<b>No Claim Discount.....</b>	<b>9</b>
<b>General Exceptions.....</b>	<b>9</b>
<b>General Conditions.....</b>	<b>10</b>

## 目錄

私家汽車索償指引 .....	13
定義.....	14
適用承保範圍 .....	15
汽車使用限制 .....	15
保障範圍： .....	15
第(I)部份 — 針對受保汽車的損失或毀壞.....	15
第(II)部份 — 針對第三者的法律責任 .....	16
第(III)部份保險 — 醫療費用的彌償 .....	18
無彌償紀錄折扣 .....	18
一般除外責任.....	19
一般條件.....	20



## Private Motor Car Claim Guide

### After a Traffic Accident

#### CLAIMS ENQUIRY 2892 6966

1. Report to the Police immediately.
2. Note down information of the third party involved, such as
  - a) name, address and telephone number;
  - b) vehicle registration number, name of insurance company and the policy number of the vehicle involved;
  - c) extent of injury of the injured person, police report number and if possible take photographs of all the vehicles involved, the surrounding of the point of impact including traffic signs and markings.
3. Lodge a complaint to the Police **within 10 days** if the accident was caused by the negligence of the third party.
4. Do not admit any liability, offer settlement and/or make any written or verbal agreement with the third party. **This may prejudice your right to indemnity under the Policy.**
5. Report to us immediately and in any event no later than 14 days from the date of any occurrence which may give rise to a claim under this Policy, such as a traffic accident.
6. Submit a copy of police investigation result, prosecution notice and Summons to Defendant to us immediately upon receipt.

### Lodge an Accident Claim Required documents checklist

#### ORIGINAL

Motor Claim Form
Letter of Consent
Declaration of Driver
Application for Certificate Relating to Previous Conviction Form
Personal Information Collection Statement

#### Important Notice:

Upon receipt of every letter of claim, writ of summons, police investigation results, police prosecution notice, summons to defendant, government letters and documents relating to any relevant legal proceedings, you must not answer the case and must immediately forward those documents to us. Failure to comply will prejudice your right to indemnity under the Policy.

#### COPY

Driver License of the Driver
Identity Card of the Driver
Vehicle Registration Document (both sides)
Police Report Number and Intended Prosecution Notice from the Police
Police Statement
Screening Breath Test Result
Photographs of the Scene (if any)
For <b>Comprehensive Insurance</b> only: Repair Quotation
<b>Every letter of claim, writ and summons, police investigation results, police prosecution notice, summons to defendant, government letters and documents relating to any relevant legal proceedings received from the police and/or third party in connection with any occurrence</b>

### Lodge a Windscreen\* / Sunroof Claim (For Comprehensive Insurance only)

Limit of indemnity for the free cover please refer to the Schedule. Required documents checklist

#### ORIGINAL

Motor Windscreen Claim Form
Quotation and Receipt for the repair of the damaged windscreen / sunroof

#### COPY

Photographs showing the damaged windscreen / sunroof and the registration plate
Vehicle Registration Document (both sides)
Vehicle License

\* Windscreen includes front and rear windscreen / sunroof.



## Submission Methods

Through your insurance agent/broker

**By Mail:**  
Suites 2601-04 & 2607-16, 26/F,  
1111 King's Road, Taikoo Shing Hong Kong

**By Fax:**  
2577 9578

**By Email:**  
claims@libertymutual.com.hk

Note: Our Company may request additional documents.

libertyinternational.com/hk

## 1. Insuring Clause

The Insured and the Company agree that:

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

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

## 2. General Definitions

For the purpose of this policy:

Term	Meaning
1. The Company	means LIBERTY INTERNATIONAL INSURANCE LIMITED
2. Event	means any one event or series of events arising out of one common cause or source in connection with the Motor Car.
3. Geographical Area	means the territories of Hong Kong Special Administrative Region (HKSAR) 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.
4. The Insured	means the person specified as such in the Schedule
5. 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 valid 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 of the Hong Kong Special Administrative Region or by the licensing authority of the Geographical Area.
6. The Motor Car	means the motor car specified in the Schedule.
7. 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
8. 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
9. The Schedule	means the page(s) attached to this Policy specifying the terms and details of this insurance contract.

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



### 3. Operative Insurance Cover

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

### 4. Limitations as to Use of the Motor Car

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

### Scope of Cover

#### (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 authorise the repair of the Motor Car necessitated by damage for which the Company may be liable under this Policy provided that:
  - i. the estimated cost of such repair does not exceed the amount specified in the Schedule as “Authorised Repair Limit”;
  - ii. the Company is furnished forthwith with a detailed estimate of the repair cost; and
  - iii. the Insured shall give the Company every assistance to see that such repair



is necessary and the charge is reasonable.

- c) Where repair cost to the Motor Car is the subject of a claim under Section (I), the Company shall have a right of veto concerning a proposed place of repair or repair firm.
- d) In the event of any claim made under Section (I), the Company has the final discretion in the selection of motor repairer of the damaged Motor Car insured herewith unless the repairer is:
  - i. the sole agent or manufacturer of the Motor Car, or
  - ii. agreed by the Company in case the sole agent or manufacturer of the Motor Car refuses to repair the Motor Car. Such an agreement is entirely at the discretion of the Company which owes no duty to explain the criteria of its disagreement to the use of any motor repairer.

The Company shall not be liable for any repair cost including towing, storage or any other incidental expenses charged by any motor repairer not agreed by the Company.

### **(7) Special Exceptions Applicable 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) In respect of any Event giving rise to a claim, the Company will not be liable for the amount of depreciation and/or betterment as assessed by the Company's appointed surveyor on any part of the Motor Car for the costs of repairing or replacement.
- b) The first amount of any claim for which the Company is not liable pursuant to paragraph 8(a) will be increased if at the time of the occurrence of the Event giving rise to the claim:
    - i. the Motor Car is being driven by a person other than a "Named Driver" specified in the Schedule, by an additional amount by way of the "Unnamed Driver Excess" specified in the Schedule;
    - ii. the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" specified in the Schedule;
    - iii. the Motor Car is being driven by a person who has not held for a period of 2 years a driving license (other than a provisional driving license), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule;
    - iv. the Motor Car is parked, by an additional amount by way of the "Parking Damage Excess" specified in the Schedule.
  - c) In respect of any claim arising out of theft or attempted theft of the Motor Car, the Company will not be liable for the first amount of each claim specified in the Schedule as the "Theft Loss Excess"
  - d) In the event of a claim under Section (I):
    - i. if paragraph 8(c) is applicable, then paragraphs 8(a) and 8(b) will not be applicable;
    - ii. if paragraph 8(a) and any or more of subparagraphs 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.

### **(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".
- e) The provisions of paragraphs 8(a) and 8(b) shall not apply to loss of or damage to the Motor Car caused by fire self-ignition lightning or explosion which arises independently and not out of any preceding accident involving the Motor Car.



## **(9) Section (II) Insurance – Against Third Party Legal Liabilities**

- a) 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

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

- a) The Company's indemnity to the Insured and/or any other person claiming to be indemnified under Section (II) including claimant's costs and expenses and other costs and expenses incurred by or on behalf of the Insured and/or such other person with the Company's written consent arising out of any Event is limited to:
- i. in respect of death of or bodily injury to any person pursuant to sub-paragraph 9(a)(i), the amount specified in the Schedule as Policy Liability Limit "Third Party Death Or Bodily Injury" and
  - ii. in respect of damage to property pursuant to sub-paragraph 9(a)(ii), the amount specified in the Schedule as Policy Liability Limit "Third Party Property Damage".

Where this Policy insures more than one Motor Car, the limitations of the Company's indemnity

will nevertheless apply irrespective of the number of insured Motor Cars that may be involved in the same Event.

- b) If the occurrence of any Event results in indemnity to more than one person, the limitations of the Company's indemnity specified in paragraph 10(a) will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the Insured.
- c) At any time after the happening of any Event giving rise to a claim or a series of claims under Section (II) the Company may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Company's liability specified in paragraph 10 (a) (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled and the Company shall relinquish the conduct of any defence settlement or proceedings and shall not then be responsible for damages payable to the claimant and claimant's costs or for any damages alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by such person or by any claimant or other person after the Company shall have relinquished such conduct.

## **(11) Special Conditions Applicable to Section (II) Insurance**

- a) In the event of the death of any person entitled to indemnity under Section (II), the Company will in respect of the liability incurred by such person indemnify his legal personal representative in terms of and subject to the limitations of this insurance which apply to such person.
- b) The Company may at its own option and expense:
- i. arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under Section (II); and/or
  - ii. undertake the defence of proceedings in any court of law in respect of any act or



alleged offence causing or relating to any event which may be the subject of indemnity under Section (II).

### **(12) Special Exceptions to Section (II) Insurance**

The Company will not be liable:

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

### **(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:
  - i. in respect of any damage to third parties' property specified in the Schedule as "Third Party Property Damage Excess";

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

- b) Provided that:
  - i. if paragraphs 8(b)(i) and/or 8(b)(ii) and/or 8(b)(iii) under "Claims Excesses Applicable to Section (I) Insurance" are applicable, then paragraphs 13 (a)(ii) and/or 13(a)(iii) and/or 13(a)(iv) will not be applicable;
  - ii. if paragraphs 13 (a)(i), 13(a)(ii), 13(a)(iii) and 13(a)(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 resulting from a claim includes the amount for which the Company is not liable pursuant to paragraphs 13(a)(i), 13 (a)(ii), 13 (a)(iii) or 13(a)(iv), the Insured shall forthwith repay such amount to the Company.

### **(14) Avoidance of Certain Terms and Right of Recovery**

If the Company is obliged by the laws of any country within the Geographical Area or by virtue of any agreement between the Company and The Motor Insurers' Bureau of HKSAR 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.

### **(15) Section (III) Insurance – Indemnity of Medical Expenses**

The Company will pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible



means sustained by the Insured or the Insured Driver (other than the Insured) or any occupant of the Motor Car as the direct and immediate result of an accident to the Motor Car, provided always that the Company's liability under Section (III) arising out of any Event shall not exceed the amount specified in the Schedule as Section (III) "Policy Limit of Indemnity".

**(16) No Claim Discount ("The Discount")**

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

Period of Insurance	The Discount (On Renewal Premium)
One Year	20%
2 Consecutive Years	30%
3 Consecutive Years	40%
4 consecutive years	50%
5 or more consecutive years	60%

b) If a claim has been made or has arisen under this Policy during a period of insurance of which the Discount is 40% or less, the Discount shall be forfeited. If a single claim has been made or has arisen under this Policy during a period of insurance of which the Discount is 50% or 60%, the said Discount shall be reduced at the next renewal to 20% or 30% respectively, but if more than one claim has been made or has arisen, the Discount shall be forfeited.

c) For the avoidance of doubt, any claim made under any part of this Policy during a period of insurance shall result in cancellation or reduction of the Discount pursuant to paragraph 16(b) notwithstanding any assertion or allegation that the Insured and/or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the Event resulting in the claim under this Policy.

d) In the event of a transfer of interest in the Policy with the Company's prior consent from one

Insured to another the claim-free period of qualification for the Discount so far as it affects the new Insured shall commence afresh with effect from the date of transfer, and the original Insured shall retain his right to the Discount earned up to the date of transfer which right is applicable to any motor insurance policy taken out by the original Insured on any one private motor car within 12 months of the date of transfer.

e) If more than one Motor Car is insured under this Policy, the Discount shall be applied as if a separate Policy has been issued in respect of each such Motor Car.

**(17) General Exceptions**

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

- a) any accident, loss, damage or liability caused sustained or incurred:
  - i. outside the Geographical Area;
  - ii. whilst on the Insured's order or with his permission or to his knowledge the Motor Car in respect of which indemnity is provided by this Policy is being used otherwise than in accordance with the Limitations As To Use Of The Motor Car, or being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;
- b) any 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, strike, riot, 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 interpreting this exclusion, an act of terrorism shall mean an act, including but not limited to the use of biological or chemical contamination, missiles, bombs, grenades, explosives or force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) 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. Contamination shall mean the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

This Policy 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.

In any action suit or other proceedings where the Company alleges that by reason of this exclusion, 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.

- c) any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with detention, seizure, confiscation or any attempt thereat regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or by direct or indirect consequences of any of the said occurrences;
- 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 paragraph 17(d), 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.
- h) any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being used for the operation of disciplinary force.

## (18) General Conditions

- a) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- b) In the event of any occurrence which may give rise to a claim under this Policy the Insured shall immediately and in any event no later than 14 days thereof give notice 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 post 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 for the period the Policy has been in force and the current Certificate of Insurance has been returned to the Company at the same time when the notice of cancellation is given to the Company) the Insured shall be entitled to a return of premium less the premium calculated

at the Company's short period rates for the period the Policy has been in force.

- f) The calculation of return premium on policies cancelled at the request of the Insured is based on the short period rate table listed here below:

Period Covered	Premium Charge
Up to 1 month	20% of annual rate
Up to 2 months	30% of annual rate
Up to 3 months	40% of annual rate
Up to 4 months	50% of annual rate
Up to 5 months	60% of annual rate
Up to 6 months	70% of annual rate
Up to 8 months	80% of annual rate
Exceeding 8 months	Full annual premium

- g) If at the time of any claim under this policy there is any other insurance indemnifying any person or Insured(s) who are entitled to be indemnified under this policy, this policy is not to be called upon in contribution and, subject to the policy limit of indemnity, is only to pay any amount if and so far as not recoverable under such other insurance.
- h) The Company agrees that, in the event of the Company having paid a claim under the Policy, and upon considering that there is a real prospect of success to claim against a third party, it undertakes to pursue a recovery from the liable third party. If successful, the Company will refund to the Insured the Policy excess in proportion to the loss recovered, less any fees incurred by the Company in pursuing the recovery. The conduct of the claim shall be at the full discretion of the Company. Where a full recovery is made, the Company will reinstate the No Claim Discount from the renewal(s) subsequent to the loss and refund to the Insured the difference in premium paid as a result of the reduction of the No Claim Discount; In the event of the adjusted claim being under Policy excesses or the cover granted being Third Party Only, the Company will assist the Insured in pursuing the claim against the liable third party. The assistance will be advisory only and the Company will not be obligated to take any action against any parties in pursuing the recovery.
- i) 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.

- j) This Policy is subject to the exclusive jurisdiction of HKSAR and is to be construed according to the laws of HKSAR.



## 私家汽車索償指引

### 發生交通意外後

索償諮詢熱線 2892 696

1. 立刻報警。
2. 記下第三者之資料，如：
  - a) 姓名、電話及地址；
  - b) 被牽涉之車輛的車牌號碼、保險公司名稱及其保單號碼；
  - c) 被牽涉之傷者的傷勢、警方報案號碼及如可以拍下所有肇事車輛，事發現場環境包括所有交通標誌及交通記號的相片。
3. 如此事故是由於第三者疏忽所致，應於**十日內**正式向警方提出投訴。
4. 切勿與第三者承認責任、同意作出賠償及簽署或達成任何口頭協議，**此舉可損害閣下於保險單之索償權利**。
5. 一旦發生任何可引致根據本保險單提出索償的事故，如交通意外，立即並無論如何都必須於該事故出現後的 14 天內通知本公司。
6. 收到警方調查結果、控罪通知書及被告人傳票後立即呈交該些文件的副本予本公司。

### 提出意外索償 所需文件清單

#### 正本

汽車意外報告書
同意書
駕駛人之聲明
申請過往定罪事項證明書
個人資料收集聲明

#### 重要提示：

倘若將來收到任何相關法律程序文件，包括索償函件、令狀、傳票、警方調查報告、警方控罪書、被告人傳票或政府信件等，請勿自行答辯及請立即將該些文件副本呈交予本公司處理。否則，可損害閣下於保險單之索償權利。

#### 副本

司機駕駛執照
司機身份證
車輛登記文件（正面及背面）
警方報案號碼及有關擬控告通知書
警方口供
酒精呼氣測試結果
展示意外現場的相片（如有）
只適用於 <b>綜合保險</b> ：維修報價單
<b>由警方及/或第三者提供的所有與事故有關的任何相關法律程序文件，包括索償函件、令狀、傳票、警方調查報告、警方控罪書、被告人傳票或政府信件等</b>

### 提出擋風玻璃\* / 天窗索償（只適用於綜合保險）

保障索償上限請參閱承保表。所需文件清單

#### 正本

汽車玻璃索償表格
修理商為已受損的汽車玻璃發出之維修報價單及收據

#### 副本

能展示受損汽車玻璃 / 天窗狀況及汽車牌照的相片（多張）
車輛登記文件（正面及背面）
車輛牌照 / 行車證

\* 擋風玻璃只包括前端及後方擋風玻璃 / 天窗。



## 遞交方法

經閣下的保險代理 / 經紀

經郵寄

香港太古城英皇道 1111 號  
26 樓 2601-04 及 07-16 室

經傳真

2577 9578

經電郵

claims@libertymutual.com.hk

註：本公司可能需要閣下提供額外文件。

libertyinternational.com/hk

## (1) 保險條款

受保人與本公司雙方同意：

- a) 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；
- b) 由受保人繳付承保表所列的保險費；
- c) 本公司將按照本保險單的條款及條件，就承保表所列保險期內發生的事故提供保險；及
- d) 本公司承擔保險責任的先決條件如下：
  - iii. 受保人或任何其他索償人均已遵守本保險單任何有關應做或不應做或須遵守事項的條款及條件；及
  - iv. 投保書與聲明書的內容及陳述均屬真實無訛。

本保險單須由獲本公司授權的人士在承保表簽署後方告生效。

## (2) 一般定義

就本保險單而言：

1. 本公司	指利寶國際保險有限公司。
2. 事故	指由同一個原因或事源而引起而與受保汽車有關的單一或連串事故。
3. 本地區	指香港特別行政區；及就利用運送汽車的船隻以水路運載受保汽車（包括附帶的裝卸）而言，則包括香港特別行政區的海域。
4. 受保人	指承保表指定為受保人的人士。
5. 受保司機	指受保人或任何受其指令或獲其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
6. 受保汽車	指承保表指定的汽車。
7. 本保險單	指本私家車保險單及其包括或背書的承保表、任何備忘錄及批單，全部須當為同一份文件，任何已賦予特定含義的詞語在整份文件中意義保持一致。
8. 投保書與聲明書	指任何已簽署的投保書及聲明書，以及受保人或其代表所提供的任何附加或替代資料。
9. 承保表	指本保險單的附頁，用以列明有關本保險合約的條文與細節。

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



### (3) 適用承保範圍

- a) 如在承保表上的「適用承保範圍」註明是「綜合保險」，則本保險單第(I)、(II)及(III)部份均適用。
- b) 如在承保表上的「適用承保範圍」註明是「第三者責任保險」，則只有本保險單第(II)部份適用。

### (4) 汽車使用限制

本保險單任何部份所提供的保障範圍，只有在受保汽車用作社交、家庭或遊樂用途，或作涉及受保人的業務或職業用途時方為有效。

如受保汽車以出租或收費形式接載乘客，或用作賽車、定速度、可靠性試驗、車速測試或任何涉及汽車貿易的用途時，本保險單概不適用。

### 保障範圍

#### (5) 第(I)部份保險 — 針對受保汽車的損失或毀壞

- a) 本公司就受保汽車及 / 或其配件及 / 或其零件（只限正用於受保汽車者）的損失或毀壞對受保人作出彌償。本公司可選擇修理、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。  
本公司根據本第 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. 承保表所列受保人對受保汽車的估值；以二者中較低者為準。
- b) 如受保汽車因本保險單承保的損失或毀壞而不能行駛，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；

惟根據本項下可獲補償的金額不得超過受保汽車協定修理費用的 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將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商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）的合理費用，以及有關的進口關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備忘錄列有分期付款車主，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，均應向該註明的分期付款車主支付。該分期付款車主所簽發的收據，即成為本公司對該損失或毀壞所負一切責任的圓滿了結。
- 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. 估計修理費不得超過承保表所列的「獲認可的修理費限額」；
  - ii. 即時向本公司提供修理費的詳盡估價；及
  - iii. 受保人應全力協助本公司明白該項修理是必需的，而且收費屬合理。
- c) 如受保汽車的修理費用是第(I)部份的索償項目，則本公司有權否決有關修理地點或修理商號的建議。
- d) 如根據第(I)部份提出索償，本公司具有最終酌情權挑選修理毀壞受保汽車的汽車維修商，除非維修商為：
  - i. 受保汽車的唯一代理或製造廠商；或
  - ii. 如受保汽車的唯一代理或製造廠商拒絕維修受保汽車，則經本公司同意的汽車維修商。該項同意完全由本公司酌情作出。本公司並無責任就不同意使用任何汽車維修商的準則作出解釋。



本公司概不就未經本公司同意的汽車維修商所收取的任何維修費用（包括拖車、存放或任何其他雜費開支）負責。

### (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、天然損耗、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) 對於引致索償的任何事故，本公司概不就本公司所委任的測量行對受保汽車的任何部份評估維修或更換費用所涉及的折舊及 / 或改良金額負責。

### (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」，根據第 8(a)段不應由本公司負責的首筆款額則會增加，即額外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，根據第 8(a)段不應由本公司負責的首筆款額則會增加，即額外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，根據第 8(a)段不應由本公司負責的首筆款額則會增加，即額外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，根據第 8(a)段不應由本公司負責的首筆款額則會增加，即額外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. 如第 8(c)段適用，則第 8(a)及 8(b)段並不適用；
  - ii. 如第 8(a)段或第 8(b)(i)、8(b)(ii)、8(b)(iii)及 8(b)(iv)款任何一款或多款適用，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第 8(a)、8(b)或 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，則第 8(a)及 8(b)段的規定將不適用。

### (9) 第 (II) 部份保險 — 針對第三者的法律責任

- a) 在保險單責任限額、條件與除外責任的規限下，本公司將就受保人及 / 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（駕駛人士除外）對：
- 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及 / 或受保司機及 / 或該其他人士招致或由各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及 / 或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：
- 有關根據第 9(a)(i)款任何人的死亡或身體受傷，以承保表中註明為「第三者死亡或身體受傷」保險單責任限額的金額為限；及
  - 有關根據第 9(a)(ii)款的財產損毀，以承保表中註明為「第三者財產損毀」保險單責任限額的金額為限。

如本保險單承保多於一輛汽車，不論在同一事故中可能涉及的受保汽車數目多少，仍以上述的本公司彌償限額為準。

- b) 如發生任何事故導致多於一人獲得彌償，則第 10(a)段規定的本公司彌償限額將適用於所有索取彌償人士的彌償總額，但受保人可優先獲得彌償。
- c) 在導致第(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第 10(a)段規定的本公司責任限額（但需扣除任何已付數額）或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；或任何因本公司被指稱在抗辯、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任何損害。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放棄採取上述行動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：
- 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
  - 在法院司法程序中就導致或涉及第(II)部份彌償所針對的事故的任何行為或指稱中的罪行抗辯。

### (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：
- 除非該人士遵守、履行及符合本保險單所有適用的條款及條件；或
  - 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：
- 任何根據第(II)部份索取彌償的人士（包括受保人）；或
  - 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、保管或控制的財產所蒙受的損毀：
- 任何根據第(II)部份索取彌償的人士（包括受保人）；或
  - 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) 並非由在香港特別行政區具司法管轄權的法院作出初審的判決；或
- e) 任何適用於第(II)部份的索償自負額。



### (13) 適用於第 (II) 部份保險的索償自負額

- a) 如有事故導致第三者財產損毀的法律責任而索取彌償，本公司將不負責該索償的首筆金額：
- 第三者財產的任何損毀為保險承保表所明列的「第三者財產損毀自負額」；
  - 正駕駛受保汽車的人士並非保險承保表所列的「指定司機」，即額外加上保險承保表所列的「非指定司機自負額」；
  - 若受保汽車正由二十五歲以下的人士駕駛，即額外加上保險承保表所列的「年輕司機自負額」；
  - 若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，即額外加上保險承保表所列的「新牌司機自負額」。
- b) 惟：
- 如「適用於第(I)部份保險的索償自負額」項下第 8(b)(i)及 / 或 8(b)(ii)及 / 或 8(b)(iii)段適用，則第 13(a)(ii)及 / 或 13(a)(iii)及 / 或 13(a)(iv)段將不適用；
  - 如第 13(a)(i)、13(a)(ii)、13(a)(iii)及 13(a)(iv)段適用，則不應由本公司負責的該索償的首筆款額將予以累積計算；
  - 如本公司因索償招致的開支包括根據第 13(a)(i)、13(a)(ii)、13(a)(iii)或 13(a)(iv)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，則受保人及任何其他獲本公司為其付款的人士須立即將該筆款項償還本公司。

### (15) 第(III)部份保險 — 醫療費用的彌償

如受保人或受保司機（非受保人）或受保汽車任何佔用人的身體，因受保汽車的意外透過突發、外來及可見的方式導致直接及即時受傷，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，不得超過承保表上第(III)部份「保險單彌償限額」所明列的金額。

### (16) 無彌償紀錄折扣（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優惠；

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

- b) 如在可得 40%或以下折扣優惠的保險期內曾根據本保險單作出或引致索償，則該折扣優惠須被取消。  
如在可得 50%或 60%折扣優惠的保險期內曾根據本保險單作出或引致單一項索償，則該折扣優惠須在下次續期時分別減至 20%或 30%  
；但如作出或引致超過一項索償，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任何索償，則縱使受保人及 / 或索取彌償的人士堅稱或聲稱發生引致根據本保險單提出索償的事故，不應歸咎於其本人或並非由其本人促成，其所享有的折扣優惠仍須根據第 16(b)段被取消或扣減。
- d) 倘受保人獲得本公司事先同意，將本保險單的利益轉讓給另一人士，則新受保人的無彌償紀錄折扣優惠的計算年期，應由轉保生效日期重新開始計算；而原受保人則保留轉保時自己應得的折扣優惠權利，該優惠權利適用於原受保人在轉保日期 12 個月內為任何一輛私家汽車購買的汽車保險單。



- e) 如本保險單承保超過一輛受保汽車，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

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：
- 在本地區以外範圍；
  - 在獲受保人指令、許可或在其知情的情況下，與本保險單所提供的彌償有關的受保汽車在並非遵照「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) 由下列事宜直接或間接引致、造成或相關的任何損失、損毀、費用或開支（不論屬何性質），不論同時或以任何其他次序造成損失的任何其他原因或事件：
- 戰爭、侵略、外敵行為、敵對或類似戰爭的行動（不論宣戰與否）、內戰、造反、革命、起義、罷工、暴亂、具有或升級至暴動、軍事或奪權勢力的內亂；或
  - 任何恐怖主義行動。

就詮釋本除外責任而言，恐怖主義行動應指任何人士或一群人士（不論單獨行事或代表或涉及任何組織或政府）為政治、宗教、思想或類似目的（包括意圖影響任何政府及/或使公眾或其任何部份陷入恐慌）而作出的行為，包括但不限於使用生化感染、導彈、炸彈、手榴彈、炸藥或武力或暴力及/或威脅使用上述者。感染應指由於生化物質的影響而出現感染、中毒或妨礙及/或限制物件的使用。

本保險單亦不包括因採取任何控制、防止、壓制或以任何方式與上文(i)及/或(ii)項有關的行動而直接或間接引致、導致或相關的損失、損毀、費用或開支（不論屬何性質）。

在任何訴訟或其他法律程序中，如本公司指稱基於本除外責任的理由，任何意外、損失、損毀或法律責任不可根據本保險單獲得彌償，則責任應

落在索取彌償的人士身上，由其證明有關意外、損失、損毀或法律責任可獲得彌償。

- c) 因拘禁、扣押、充公或企圖拘禁、扣押、充公而直接或間接引致、導致或相關的任何損失、損毀、費用或開支（不論屬何性質），不論是否有同時或以任何其他次序造成損失的任何其他原因或事件，或因上述任何事故的發生而產生的直接或間接後果所造成；
- 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）直接或間接引致或造成或引起的任何意外、任何財產損失或毀壞、或任何因此造成或相應產生的損失或開支、或任何後果損失或任何性質的法律責任。本第 17(d)段所指的燃燒包括任何自持核裂變反應；及
- f) 直接或間接由核武器材料引致或造成或引起的任何意外、損失、毀壞或法律責任。
- g) 因受保汽車當時由處於以下狀況的受保人或受保司機駕駛、指揮或控制而引致、遭受或招致的任何意外、損失、毀壞或法律責任：
- 因受酒精或藥物影響而不能恰當地控制受保汽車而被裁定犯法；或
  - 當他/她的呼氣、血液或尿液中的酒精比例超過《道路交通條例》（香港法例第 374 章）（經不時修訂）第 2 條或取代該條例的任何法例所規定的限量；或
  - 因欠缺合理的理由下未能按法律規定提供呼氣、血液或尿液樣本進行測試或分析而被裁定犯法。
- h) 因受保汽車正用於執行法紀行動而引致、遭受或招致的任何意外、損失、毀壞或法律責任。



## (18) 一般條件

- a) 凡根據本保險單發出或作出的各項通知書或通訊，均須以書面形式送達本公司。
- b) 一旦發生任何可引致根據本保險單提出索償的事故，受保人須立即並無論如何都必須於該事故出現後的 14 天內將全部詳情通知本公司。受保人在收到任何索償函件、令狀、傳票及法律程序文件後，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。
- c) 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）不得作出或給予承認、要約、承諾、付款或彌償。本公司有權以受保人或索取彌償人士的名義，就任何索償接辦及進行抗辯或和解，或為本公司利益以受保人或該人士的名義，就任何對彌償或損害彌償或其他項目的索償作出起訴。本公司對進行任何法律程序及任何索償的和解享有全面的酌情決定權。受保人及該人士須提供一切本公司所需的資料及協助。
- d) 受保人須採取一切合理步驟以防汽車遺失或損毀，以及保持汽車的良好性能。本公司亦有權隨時全面自由檢查受保汽車或其任何部份，或查問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，則受保汽車任何擴大的損毀或任何進一步的損毀，均不得包括在本保險單的彌償範圍內。
- e) 本公司可於七天前透過以掛號郵遞方式將有關取消保單書面通知寄達受保人最後為本公司所知的地址，以取消本保險單。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（只要本保險單有效期內未出現任何索償，並受保人於通知本公司取消本保險單的同時將保險憑證交還本公司）受保人有權獲退還保險費餘款（即在扣除以本公司短期收費率計算本保險單有效期內應付的保險費後的餘額）。
- f) 應受保人的要求取消本保險單而須退還的保險費，乃根據下表所列的短期收費率計算：
- | 承保期     | 收取保險費  |
|---------|--------|
| 1 個月或以下 | 年率 20% |
| 2 個月或以下 | 年率 30% |
| 3 個月或以下 | 年率 40% |
| 4 個月或以下 | 年率 50% |
| 5 個月或以下 | 年率 60% |
| 6 個月或以下 | 年率 70% |
| 8 個月或以下 | 年率 80% |
| 超過 8 個月 | 全部保險年費 |
- g) 倘根據本保單申請任何賠償時有任何其他保險賠償予有權根據本保單獲得賠償的任何人士或受保人士，本保單不會用作分擔損失，並視乎保單的賠償限額僅於未能根據該等保險獲得賠償時獲得付款。
- h) 本公司同意，若本公司已根據本保險單支付索償，及經考慮後認為對第三者的申索有真正切實的成功機會，其承諾向須負責的第三者追討有關款項。如成功追討，本公司將按照追回的損失比例，向受保人退還保險單自負額（扣除本公司在追討有關款項時所招致的任何費用）。本公司在處理追討款項上有完全酌情決定權，倘追回全數款項，本公司將復原損失後續保的無彌償紀錄折扣，並將已付保險費在減除無彌償紀錄折扣後的差額退還給受保人；若調整後的索償金額低於自負額或受保人投購的保險屬第三者保險，則本公司將協助受保人對須負責的第三者提出索償。有關協助將僅屬諮詢性質，而本公司並無責任須就追討事宜向任何人士採取任何行動。
- i) 所有源於本保險單的分歧須根據當時的《仲裁條例》以仲裁方式裁決。如各方未能就仲裁人或公



斷人人選達成協議，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任何法律行動或訴訟。如本公司就根據本保險單作出的索償，向受保人表明免責，而該索償並未在免責聲明日期後 12 個曆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。

- j) 本保險單受香港特別行政區獨有的司法管轄權管限，並根據香港法例詮釋。

中文版本只供參考，如有差異，一切以英文版本為準。

