

汽車保險之統一保險單

鑑於被保險人已承諾向……（以下簡稱本公司）繳付相應於特約條件內所指保障之保險費，本保險單證明本公司根據特約條件及有關投保書（該投保書成為本合同之組成部分），向被保險人保障：

- (i) 關於“民事責任”保障方面，支付因事故引致第三人身體侵害或物質損害所負民事責任而根據現行法律被要求之損害賠償；及
- (ii) 關於“車輛本身保險”保障方面，如本公司負責該項保障，則賠償因“碰撞、相撞或翻車”，“火災、閃電或爆炸”，“盜竊或搶劫”，“玻璃破碎”及“水災”、“颱風”，“熱帶暴風雨”，“火山爆發”，“地震”或“其他自然界變異”而對被保車輛所造成之損失或損害。

汽車保險一般條件

序文（內容及地域）

- 一、本保險單內容包括關於汽車民事責任保險及補充風險之條款，載有強制保險及自願保險之專門規定，以及該兩類保險之共同規定。
- 二、本保險單所指保障只限於澳門地區，但有相反協定者除外。

第一章 強制保險之專門規定

第一條 （範圍）

由第一章所載條文規範之保險，符合有關法律對投保義務之規定；本保險單中規範該等保險之規定，不得修改。

第二條 （延伸）

- 一、上條所指保險保障車輛所有人、用益權人、保留所有權之取得人、承租人或使用人，及其正當持有人或駕駛員，因使用被保車輛而對第三人造成損害所負之民事責任，但僅以法定限額及條件為限。
- 二、上條所指保險亦包括在故意造成之交通事故，及在搶劫、盜竊或竊用車輛時發生可歸責於犯罪行為人之交通事故中，對第三人所受損失作彌補之義務。

第三條 （除外責任）

- 一、保險之保障不包括對下列人士造成之任何損害：
 - a) 車輛駕駛員及保險單權利人；
 - b) 所有根據上條第一款之規定，尤其是因共有被保車輛而責任受保障之人士；
 - c) 上兩項所指人士之配偶、直系血親尊親屬、直系血親卑親屬或其所收養者，及直至第三親等之其他血親或與其共同居住或由其供養之直至第三親等之姻親；
 - d) 在執行職務時發生交通事故且應對該事故負責任之法人或公司之法定代理人，以及替被保險人服務之僱員、散工及受託人；
 - e) 因與上數項所指人士有聯繫，而根據《民法典》之規定有權要求賠償之人士。
- 二、保險之保障亦不包括下列之任何損害：
 - a) 對被保車輛本身造成之損害；
 - b) 在運送、上貨或卸貨過程中對被保車輛運輸之

財貨造成之損害；

- c) 因上貨及卸貨而對第三人造成之損害；
- d) 違反《道路法典》有關運輸之規定而運送乘客時，對其造成之損害；
- e) 直接或間接由原子蛻變或聚變、人工粒子加速或放射現象所引致之爆炸、熱能釋放或輻射造成之損害；
- f) 在體育比賽及與比賽有關之正式練習中造成之損害，但按本保險單之規定有特定保障者除外。

第四條 （保險之證明）

- 一、民事責任保險卡或臨時保險證明書，構成投保之證明。
- 二、臨時保險證明書為暫時代替民事責任保險卡之文件；臨時保險證明書之發出，應在接受保險時或當已生效之保險合同作修改而須發出新保險卡時為之。

第二章 自願保險之專門規定

第五條 （範圍）

由第二章所載條文特別規範之自願保險，承保汽車民事責任強制保險所不保障之風險。

第一節 民事責任之補充保障

第六條 （範圍）

- 一、本保障涉及之民事責任保險，僅適用於強制保險以外之範圍，對強制保險起補充作用，且須遵照特約條件內所載之規定。
- 二、上款所指保障不包括下列損失或損害：
 - a) 第三條所指者，如合同明確對該條第二款 b 項所指損失或損害訂有保障，則該等損失或損害不得被排除；
 - b) 在故意造成之交通事故，及在搶劫、盜竊或竊

用車輛時發生之交通事故中對第三人造成者。

第二節 “車輛本身保險”之保障

第七條 (範圍)

- 一、“車輛本身保險”，承保由於“碰撞、相撞或翻車”，“火災、閃電或爆炸”，“盜竊或搶劫”，“玻璃破碎”或由於“水災”、“颱風”，“熱帶暴風雨”，“火山爆發”，“地震”或“其他自然界變異”而對車輛引致之損失或損害。
- 二、“碰撞、相撞或翻車”保障，承保由於下列原因對被保車輛引致之損失或損害：
 - (i) “碰撞”——車輛撞向任何固定物體；
 - (ii) “相撞”——車輛與任何移動中之其他物體碰撞；或
 - (iii) “翻車”——使車輛失去正常位置之事故。
- 三、“火災、閃電或爆炸”保障，承保因火災、閃電或意外爆炸對被保車輛所引致之損失或損害，而不論車輛係在停頓或行駛中，或停泊於車房或其他樓宇內。
- 四、“盜竊或搶劫”保障，承保由於搶劫、盜竊或竊用（不論是未遂、實行未遂或既遂）而使被保車輛失蹤、毀壞或破損所引致之損失或損害。如向警察報告車輛失蹤後六十日內仍未尋回車輛，保險公司須負責支付應付之損害賠償。
- 五、“玻璃破碎”保障，承保作為被保車輛一部分之玻璃在車輛停泊後或在行駛中不論是否因意外而損毀所引致之損失或損害；但車輛內外之任何鏡片不包括在內，且第十一條所指除外責任亦適用於此。
- 六、“水災”、“颱風”，“熱帶暴風雨”，“火山爆發”，“地震”或“其他自然界變異”保障，承保被保車輛因任一該等風險所引致之損失或損害，但被保險人必須採取所有一般及合理之防範措施，以使本保險單所承保之車輛獲得保護及安全。

第八條 (發生災禍時保險公司之選擇)

- 一、保險公司得選擇以現金支付損失或損害之賠償款額，或修理、修復或更換有關車輛或其任何部件、配件或備用零件。
- 二、上款所指之修理須足以使被保車輛受損部分回復至發生災禍前之狀態，並須考慮第十四條所指規則。
- 三、保險公司之責任不超過損失或損壞部件之價值加上裝嵌該等部件之合理費用；該項責任只限於事故發生時該車輛之市場價格，且不超過被保險人所聲明並載於特約條件內之價值。
- 四、如所需零件在澳門無存貨或本公司選擇以現金支付損失或損害之賠款時，則本公司對該等零

件之賠償責任僅限於：

- a) (i) 製造商或其在澳門之代理之商品目錄或最新價目表內所載價格；或
- (ii) 如無商品目錄或價目表，最新之出廠價加上以普通方式（不包括航空）將該零件運至澳門之合理費用及倘有之入口稅；及
- b) 再加上裝嵌該零件之合理費用。

第九條 “車輛本身保險”之各風險之共同除外責任

“車輛本身保險”之保障範圍不包括下列之損失或損害：

- a) 在保險單內未有指明及標明價值而塗漆於被保車輛上之字樣、圖案、標誌、象徵性標記、廣告或宣傳所遭受者；
- b) 在保險單內無詳細載明及標明價值之非原裝於車輛上之器材、配件及器具（“額外設備”）所遭受者。

第十條 (“車輛本身保險”之各風險之特定除外責任)

一、“碰撞、相撞或翻車”之保障不包括下列損失或損害：

- a) 因公路或道路之不良狀況所引致，但該等事實不足以引致該等風險者除外；
- b) 直接及單獨由於被保車輛之構造、裝嵌或調校系統之缺點、內在缺陷或保養不良所引致者；
- c) 直接由泥濘、瀝青或其他築路材料引致者；
- d) 對輪盤、內胎及外胎所引致者，但由於“碰撞、相撞或翻車”而引致且同時對有關車輛造成其他損害者則除外；
- e) 由車輛內之人或其他人以任何手持或投擲物件有意或無意引致者；
- f) 被保車輛在其不可通行之地點通行所引致者；
- g) 由運輸物件或上貨及卸貨過程中所引致者；
- h) 因超載或運輸對汽車之穩定及控制構成危險之物件所引致者。

二、“火災、閃電或爆炸”之保障範圍，不包括非因任何此等風險對電力器材或設備所引致之損失或損害。

三、“盜竊或搶劫”之保障範圍不包括下列之損失或損害：

- a) 由被保險人或由被保險人所負責之人有意引致者；
- b) 因發生災禍或車輛之正常貶值、自然耗損或消耗，引致被保車輛不能使用、替換費用之支付或車輛貶值，而對被保險人造成營業額損失、利潤損失或後果損失。

四、“水災”、“颱風”、“熱帶暴風雨”、“火山爆發”、“地震”或“其他自然界變異”之保障不包括因災禍引致被保車輛不能使用、替換費用之支付或車輛貶值，而對被保險人造成營業額損失、利潤損失或後果損失方面之損失或損害。

第十一條（其他除外責任）

除第三條（但不包括該條第二款 a 項）對強制保險所定之除外責任及第九條及第十條所指之其他除外責任外，保險公司承擔之第六條所指“民事責任”，及“碰撞、相撞或翻車”，“火災、閃電或爆炸”以及“玻璃破碎”之保障，亦不包括下列情況所引致之損失或損害：

- a) 車輛由非具法定資格之人士駕駛；
- b) 所引致之損害係由被保險人或被保險人所負責之人有意造成者；
- c) 本保險單所承保車輛之駕駛員因精神錯亂或在酒精、麻醉品、其他毒品或有毒產品影響下駕駛；
- d) 由於戰爭、動員、革命、罷工、勞工騷動、暴動及/或不論是否參與擾亂公共秩序、破壞、使用武力或權力、執行戒嚴令或篡奪民政或軍事權力之懷有惡意人士之行為所引致者；
- e) 將車輛作與合同特約條件內所指者不同且造成更大風險之用途所引致者；
- f) 因發生災禍或車輛之正常貶值、自然耗損或消耗，引致被保車輛不能使用、替換費用之支付或車輛貶值，而對被保險人造成營業額損失、利潤損失或後果損失方面之損失或損害。

第十二條（免賠額）

- 一、“碰撞、相撞或翻車”、“水災”、“颱風”、“熱帶暴風雨”、“火山爆發”、“地震”或“其他自然界變異”風險之保障受一免賠額約束，該免賠額等於保險單上所申報金額之 2%，但最少為澳門幣六百元，將從任何損害賠償中扣除；如屬車齡超過五年之車輛，該百分率及金額將提高至兩倍，且不妨礙適用第三款所規定之免賠額。
- 二、如被保車輛為具備或不具備輔助發動機之腳踏車、輕型摩托車、客運或貨運腳踏三輪車之一種車輛，則第一款所指之免賠額不適用。
- 三、如被保車輛之駕駛員於事故發生時年齡未滿二十五歲或領有駕駛執照未滿兩年者，第一款所定之免賠額最少將提高至兩倍。

第十三條（保險金額之減少及恢復）

- 一、在投有“車輛本身保險”之車輛發生事故時，損害賠償金額將從保險金額中扣減。此扣減係根據在有關保險費已付或到期前之保險合同有效期間內支付之損害賠償金額，相應減少其保險金額。
- 二、被保險人得透過繳付附加保險費，將保險費恢復至原額，該附加保險費等於按所需恢復之保險金額在保險單期限屆滿或到期前所餘期間應付之保險費。

第十四條（可賠償損失之確定）

根據法例中有關之規定，對於因發生本保險單所承保之災禍而使被保車輛遭受之損失或損害之賠償

係：

- a) 在保險金額低於市值之情況下，按兩者差額比例計算；如因災禍之發生而全部喪失，殘餘物之價值亦按同一比例由雙方攤分；
- b) 不得超過有關車輛災禍發生當日之市值，即使該市值低於保險單內申報之價值亦然。

第三章 強制及自願保險之共同規定

第十五條（保險金額）

由保險公司負責本保險單所承保風險之保險金額最高限額係載於本保險單特約條件內，但並不妨礙法律所規定之民事責任強制保險之最低限額。

第十六條（保險之開始生效及期限）

- 一、本保險合同自民事責任保險卡或臨時保險證明書內所載之日期起開始生效，並在保險單特約條件所定期限內有效。
- 二、保險合同之期限得定為某一固定及確定期限——短期保險——或定為一年並逐年續期。
- 三、如保險合同之期限定為一年並逐年續期，當任何一方於有關保險單到期日之最少三十日前，未以掛號信提出單方終止合同時，則自動續期一年。

第十七條（合同之中止或撤銷）

如因一般或特約條件內所定規定而中止或撤銷合同，合同將自中止或撤銷當日之二十四時起失效。

第十八條（情事變更）

被保險人必須於八日內將一切能加重風險之情事變更通知保險公司，否則除須繳付應付之保險費外，亦須自行負責有關損失及損害。

第十九條（車輛之轉讓）

- 一、保險合同之效力於車輛轉讓當日之二十四時終止，但在此時刻之前保險用於保障另一車輛者除外；如出售被保車輛後未作車輛替換之登記，保險單視為無效，而保險公司將按所餘時間計算，將保險費退還。
- 二、被保險人應在車輛轉讓後之二十四小時內儘快將車輛之轉讓通知保險公司。
- 三、對上款所指之義務之不履行，將導致合同失效。
- 四、車輛轉讓之通知應連同民事責任保險卡或臨時保險證明書發出。
- 五、在不遵守上款規定之情況下，保險公司應將事實向監察實體舉報，以扣押有關民事責任保險卡或臨時保險證明書。

第二十條（被保險人之死亡）

本保險單不因被保險人之死亡而被撤銷，有關權利及義務將轉移予其繼承人。

第二十一條（保險費之繳付）

- 一、在收到保險公司發出有關收據時，應繳付保險費；在根據合同規定每年保險費係分期給付時，如欠一期給付，或在不妨礙第二十五條二款所指規定下提前撤銷保險合同，又或發生災禍，被保險人必須立即作所欠之各期給付。
- 二、被保險人僅在繳付保險費後，方獲發民事責任保險卡或臨時保險證明書。
- 三、在欠繳保險費時，保險公司應通知被保險人，保險將於以掛號信發出通知之日起三十日後失效。
- 四、在上款所指之期間內，保險公司不應發出民事責任保險卡。
- 五、如在第三款所指期間過後，仍未繳清保險費，保險公司將立即撤銷合同，且不妨礙根據現行價目收取與所過期間相應之保險費之權利。

第二十二條（無災禍優惠）

- 一、如在緊接保險單到期前之下列所指期間內，未通知發生須支付損害賠償之災禍，或未通知發生因推定要支付而設立備用金之災禍，被保險人有權於下一年之保險費中，享有以下優惠：

保險期間	優惠
上一年	10%
連續兩年	20%
連續三年	30%
連續四年	40%
連續五年	50%

- 二、儘管在保險金額作 40% 或 50% 扣除後通知發生災禍，為給予優惠，被保險人在續期時，分別視為續保前一年無發生災禍或兩年無發生災禍。
- 三、屬保險單涉及多輛車輛之情況，對各車輛之保險費分別適用優惠，尤如對每一車輛發出一保險單。
- 四、在轉移享有無災禍優惠權利之保險時，根據前保險人以書面確認此權利，獲保險轉移之保險人得給予此折扣。
- 五、當被保險人來自其他國家或地區，且能證明在原地享有無災禍折扣權，在澳門投設之保險得享有原來之折扣，尤如前保險受本條所定規則之約束。

第二十三條（事故之通知及索償程序）

- 一、發生按照本保險單之規定得作出索償之事故時，被保險人應在事故發生日起之不超過八日內儘快通知保險公司，並指明詳細情況。
- 二、如被保險人不通知或延遲通知，尤其是因延遲通知而引致保險公司對第三人之責任加重者，被保險人必須賠償保險公司所受之損失或損害。
- 三、被保險人應採取適當之措施以減少或不加重保

險公司應承擔之負擔，否則將自行負責有關之損失及損害。在未得保險公司明示許可前，亦不應作出任何交易上之承諾。

- 四、被保險人在接獲任何索償書、勒令或訴訟通知後，應立即告知或遞交予保險公司；如被保險人或索償者知悉有任何與索償有關之調查或專案調查時，亦應立即將該事實通知保險公司。
- 五、在車輛被搶劫、盜竊或竊用之情況下，被保險人應立即將事實向警方舉報，且應與保險公司合作以確保將犯罪行為人判罪。
- 六、被保險人或有權根據本保險單提出索償之任何人，在未得保險公司書面同意前不得作任何承認、提議、承諾或賠付求償；保險公司有權在其認為有需要時，針對索償為被保險人或上指人士作辯護或理賠。
- 七、保險公司亦得為本身利益，以被保險人或該等索償者名義對損失及損害行使索償權，以及完全有權進行任何程序及提出索償。被保險人或該索償者應提供保險公司所需之一切資料及協助。

第二十四條（優先賠償）

- 一、保障民事責任之保險，將優先對身體侵害賠償保險金。
- 二、如有數名受害人享有損害賠償權，而賠償總額超過保險金額者，受害人對保險公司之權利按比例減少至保險金額之總額，但不妨礙其他責任人負責賠償超出保險金額之部分。
- 三、如保險公司屬善意且在不知悉有其他要求賠償之情況下，對受害人支付超出上款所指其應得之數額，保險人則無義務對其他受害人賠償超出保險金額之餘額。

第二十五條（撤銷或保險金額之減少）

- 一、被保險人得隨時撤銷保險單或減少保險單之保險金額，而須最少提前三十日以掛號信通知保險公司，但不得將保險金額減至低於民事責任保障之法定限額；保險公司對自願保險亦享有同等權利。
- 二、如撤銷保險或減少保險金額係由保險公司提出，保險公司將根據所餘期間之比例退還保險費；如由被保險人提出，退還之保險費將按短期保險之現行價目計算。如由於欠繳保險費而引致撤銷保險合同，保險公司將按法律規定辦理。
- 三、在保險有效年期內發生一宗或多宗災禍，任何一方提出解除同時，須受以上各款規定之約束。如相應之保險金額未得到恢復，為退還保險費之目的，僅以扣減賠償金額後剩餘之保險金額為計算基礎。
- 四、根據以上各款之規定退還保險費時，被保險人必須將仍有效之民事責任保險卡或臨時保險證

明書交還。

第二十六條（仲裁）

- 一、因本保險單所引起之爭議將由雙方以書面共同委任之一名仲裁員予以解決。如雙方未能協議委任一名仲裁員時，則由每方各自委任一名仲裁員一起予以解決，委任在提出書面申請後三十日內為之。
- 二、如兩名仲裁員未能就裁決達成一致意見，爭議則由具決定性裁決權之第三名仲裁員解決之；該第三名仲裁員係由上述兩名仲裁員於開始仲裁工作前以書面委出，且仲裁會議由該第三名仲裁員主持。

三、如上述兩名仲裁員未能就委任具決定性裁決權之第三名仲裁員達成協議，則由澳門普通管轄法院指定。

四、爭議雙方各自支付其所委任仲裁員之費用及服務費，而第三名仲裁員之費用及服務費則由雙方平均負擔。

五、仲裁裁決之取得係對保險公司提起任何司法訴訟之必要條件。

第二十七條（管轄）

對由本合同引起之任何訴訟之司法管轄權屬澳門法院。

當特約條件內明確指出時可適用之特別條款

條款一 權利之背書	保險單之權利已以背書轉讓予特別聲明所指之受益人時，如未得該受益人之同意，不得判定或支付“車輛本身保險”之任何損害賠償。 如保險公司欲撤銷“車輛本身保險”之保障，應最少提前三十日通知保險單權利背書轉讓之受益人。
條款二 “掛車服務” 不包括在內	為產生適當效力，茲特聲明：透過被保險人之正式決定，“掛車服務”明確不包括在本合同之標目範圍內，如本保險單所承保車輛拖帶任何一車輛通行，所有保險效力即告終止。
條款三 “掛車服務” 包括在內	當被保車輛拖帶特約條件內所指車輛而通行時，民事責任保險仍予以保障，該保障延伸至在停泊中及與拖車脫離之掛車。
條款四 “車輛本身保險” 之保障延伸至“額外設備”	“車輛本身保險”之保障延伸至特約條件內列明及標明價值之“額外設備”。
條款五 民事責任保障適用之免賠額	民事責任之保障受特約條件內指明之免賠額約束，但僅限於物質損害；而保險公司任何時候均不得以此種保障之限制對抗受害人及其繼承人。

UNIFORM POLICY FOR MOTOR VEHICLE INSURANCE

Whereas the Insured has paid or agreed to pay to **CHINA INSURANCE (MACAU) COMPANY LIMITED** (hereinafter called the Company), the premium referring to the covers mentioned in the Schedule, this insurance policy witnesseth that, subject to the Terms and the Schedule and the corresponding proposal (which forms an integral part of the contract), the Company will pay:

- (i). Concerning the cover of "Third Party Risk", compensation legally due for bodily injury or property damage caused to third parties as a result of the use of the Motor Vehicle, for

- which the Insured is liable under the laws in force;
- (ii) concerning the cover on the "Motor Vehicle Risk", if this has been agreed upon by the Company, an indemnity for loss or damage to the insured Motor Vehicle caused by or arising from "Impact, Collision or Overturning", "Fire, Lightning or Explosion", "Theft or Burglary", "Isolated Breakage of Glass", "Flood", "Typhoon", "Tropical Storm", "Volcanic Eruption", "Earthquake" and "Other Convulsions of Nature

MOTOR VEHICLE CLASS

TERMS OF THE POLICY

Introductory Article (Contents and Geographical area)

1. This Policy comprises the conditions of the third party motor vehicle insurance and supplementary risks containing special provisions for compulsory insurance, additional insurance and general provisions for both kinds of insurance.
2. The insurance provided in this Policy is limited to the territory of Macao unless otherwise agreed.

CHAPTER I

Special Provisions for Compulsory Insurance

Article 1 Scope of insurance

The insurance, as regulated in the articles of the present Chapter I, corresponds to the legal requirements in respect of the obligation to insure, and it is not permissible to alter the provisions of this Policy which regulate the said insurance.

Article 2 Extension

1. The insurance covers the third party liability of the owner, usufructuary, buyer in a credit purchase, hire in a hire-purchase or user of the motor vehicle, as well as the liability of the lawful holders or drivers, for loss or damage caused to third parties as a result of the use of the insured motor vehicle, subject to the limits of liability and the conditions legally established.
2. The insurance referred to in Article 1 comprises also the duty to repair the loss or damage caused to third parties in traffic accidents fraudulently produced or resulting from burglary, theft or theft of use in which the accident is attributable to those causing the crime.

Article 3 Exclusions

1. The insurance does not provide cover for any loss or damage caused to the following person:
 - a). Driver of the motor vehicle and the Policyholder;
 - b). Those whose liability is guaranteed, according to the preceding Article 2 paragraph 1, namely in consequence of co-ownership of the insured motor vehicle;
 - c). Spouse, ascendants, descendants or adopted by the

persons, referred to in the preceding sub paragraphs a) and b), as well as any other relatives up to the third degree of consanguinity of those persons but, in the latter case, only when they cohabit with or depend on such persons;

d). Legal representatives of corporate entities or commercial companies liable for the accident, when such representatives are on duty, as well as the Insured's employees, officials and mandatories;

e). Those who, according to the Civil Law, benefit from the right to indemnity provided by links with any of the persons referred to in the preceding sub-paragraphs.

2. The insurance also does not provide cover for any loss or damage caused:

a). To the motor vehicle;

b). To the goods carried in the insured motor vehicle either during transit or in connection with loading and unloading of the motor vehicle;

c). To third parties as a result of loading and unloading the motor vehicle;

d). To the passengers when they are being carried in breach of any provisions of the Traffic Regulations Code relating to the transportation of such persons;

e). Caused directly or indirectly by explosion, release of heat or radiation due to disintegration or nuclear fission, artificial acceleration of atoms or radioactivity;

f). Occurring during motor sport events as well as during any official training sessions, unless the same is insured under a specific cover according to the terms of this Policy.

Article 4 Insurance evidence

1. The third party liability card or the provisional certificate of insurance
2. The provisional certificate of insurance replaces temporarily the third party liability card and should be issued on acceptance of the insurance of, if the policy is in force, when any amendment compels the issuing of a new card.

CHAPTER II

Special Provisions for Additional Insurance

Article 5 Scope of additional insurance

The additional insurance set out in chapter II, comprises the risks not covered by the compulsory third party insurance.

SECTION I

Supplementary Third Party Cover

Article 6 Scope of insurance

1. The third party insurance comprised by this cover will be in force outside the scope of the compulsory insurance but supplementary thereto as expressly stated in the schedule.
2. The cover provided in the preceding paragraph does not include the following loss or damage.
 - a) Referred to in Article 3, except in the case of paragraph 2 b) of the said Article the loss or damage shall be covered if this be expressly stated in the policy schedule.
 - b) Caused to third parties in traffic accidents fraudulently produced or resulting from burglary, theft or theft of use.

SECTION II

Cover on the Motor Vehicle

Article 7 Scope of insurance

1. The insurance comprised by the cover on the motor vehicle indemnifies against loss or damage to the motor vehicle caused by or arising from "Impact, Collision or Overturning", "Fire lightning or Explosion", "Theft or Burglary", "Isolated Breakage of Glass", "Flood", "Typhoon", "Tropical Storm", "Volcanic Eruption", "Earthquake" and "Other Convulsions of Nature".
2. The cover of "Impact, Collision or Overturning" indemnifies against loss or damage caused to the insured motor vehicle resulting from:
 - (i) "Impact", clash of the motor vehicle against any fixed body;
 - (ii) "Collision", accident between the motor vehicle and any other body in motion; or
 - (iii) "Overturning", accident in which the motor vehicle loses its normal position.

3. The cover of "Fire, lighting or Explosion" indemnifies against loss or damage caused to the insured motor vehicle resulting from fire, lightning or accidental explosion, whether such motor vehicle is stopped or in motion, parked in a garage or in any other building.
4. The cover of "Theft or Burglary" indemnifies against loss or damage caused by the disappearance, destruction or deterioration of the motor vehicle resulting from burglary, theft, or theft of use (attempted, frustrated or consummated). In the event of the disappearance of the motor vehicle the company shall be liable for the payment of indemnity after 60 days from the date of notification of the occurrence to the police, if the end of that period the motor vehicle has not been found.
5. The cover of "Isolated Breakage of Glass" indemnifies against loss or damage caused to the glass incorporated in the insured motor vehicle, but excludes any internal or external mirrors, arising from accidental breakage or not, with the motor vehicle stopped or in motion, subject, however, to the exceptions referred to in Article 11.
6. The cover of "Flood", "Typhoon", "Tropical Storm", "Volcanic Eruption", "Earthquake" or "Other Convulsions of Nature" indemnifies against loss or damage caused to the insured motor vehicle by any of these risks, with the Insured being liable to take all reasonable and normal steps for the protection and safety of the motor vehicle insured by this policy.

Article 8 Company's rights in event of a claim

1. At its own option the company may pay in cash the amount of the loss or damage, or may repair, reinstate or the motor vehicle or any part thereof or its accessories or spare parts.
2. The repairs referred to in the preceding paragraph will be made in an adequate manner to restore the damaged part of the insured motor vehicle to its condition preceding the accident, taking into account the rules defined in Article 14.
3. The liability of the company shall not exceed the value of the parts lost or damaged and the reasonable cost of fitting such parts, bearing in mind that this liability shall be limited to the reasonable market value of the motor vehicle, without exceeding, however, the value declared by the insured and stated in the schedule.
4. The supply of a part not obtainable from stocks in

Macau, 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 shall be limited to:

- a) (i) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents in Macau; or

(2) if no such catalogue or price list exists, the price last quoted at the manufacturer's works, plus the reasonable cost of normal transport (other than by air) to Macau and the amount of the respective import duty, if any; and
- b) the reasonable cost of fitting such part.

Article 9 General exceptions to all risks of the cover on the Motor Vehicle

The cover on the motor vehicle does not include loss or damage caused to:

- a) Letters, designs, emblems, logos or propaganda on the insured motor vehicle, when they are not mentioned in the policy with their respective values;
- b) Equipment accessories and apparatus not incorporated originally in the motor vehicle, when they are not mentioned in the policy with their respective values.

Article 10

Specific exceptions to each risk of the cover on the Motor Vehicle

1. The cover of "Impact, Collision or Overturning" does not comprise the loss or damage:
 - a) Resulting from bad condition of the roads or ways, when such fact does not produce any of the above risks;
 - b) Directly and exclusively resulting from defects of manufacture, erection or tuning, own vice or bad maintenance of the insured motor vehicle;
 - c) Directly produced by mud or tar or other material used for the construction of roads;
 - d) To the wheels, inner tubes and tyres unless the loss or damage is caused by "Impact, Collision or Overturning" and there is any other loss or damage to the motor vehicle;
 - e) Deliberately or involuntarily caused by own occupants or other persons with any objects held or thrown;
 - f) Resulting from circulation in areas which are not meant for the insured motor vehicle;
 - g) Caused by objects transported or during loading

and unloading;

- h) Caused by overloading or transportation of objects that prejudice the stability and control of the motor vehicle.
2. The cover of "Fire, Lightning or Explosion" does not comprise the loss or damage caused to the apparatus or electric installation, unless such loss or damage results from any such risks.
 3. The cover of "Theft or Burglary" does not comprise the loss or damage.
 - a) Deliberately caused by the insured or by any person for whom the insured is responsible;
 - b) That consists in consequential loss or loss of profits or results sustained by the insured due to deprivation of use, replacement expensed or depreciation of the insured motor vehicle as a result of accident or arising from normal depreciation, wear and tear or consumption.
 4. The cover of "Flood", "Typhoon", "Tropical Storm", "volcanic Eruption", "Earthquake" and "Other Convulsions of Nature" does not comprise loss or damage consisting in consequential loss or loss of profits or results sustained by the insured due to deprivation of use, replacement expenses or depreciation of the insured motor vehicle as a result of accident.

Article 11 Other exceptions

In addition to the exceptions established for compulsory insurance, as referred to in Article 3, with the exclusion of the provision established in its paragraph 2 a), and the other exceptions established in Article 9 and 10, the Company shall also not be liable for loss or damage under "Third Party" risks referred to in Article 6, and in respect of "Impact, collision or Overturning", "Fire, Lightning or Explosion", and "Isolated Breakage of Glass" risks, in the following cases:

- a) When the motor vehicle is being driven by a person legally not qualified.
- b) When the loss or damage is deliberately caused by the insured or by any person for whom he is responsible;
- c) When the driver of the motor vehicle insured by this policy is insane, or in case the driver is under the influence of alcohol, narcotics, or other drugs or toxic products;
- d) War, mobilization, revolution, strikes, labour disturbances, riots and /or persons acting with malicious intentions taking part or not in disturbances to the public order, sabotage, use of authority force or power, martial law or usurped

civil or military power.

- e) Occurring in different use of the motor vehicle and with higher risk than stated in the schedule of this Policy;
- f) When the loss or damage consists in consequential loss or loss of profits or results sustained by the Insured due to deprivation of use, replacement expenses or depreciation of the insured motor vehicle as a result of accident or arising from natural depreciation, wear and tear or consumption.

Article 12 Excess

1. Cover against “Impact, Collision or Overturning”, “Flood”, “Typhoon”, “Tropical Storm”, “volcanic Eruption”, “Earthquake” and “Other Convulsions of Nature” shall be subject to the application of a compulsory excess of 2% of the value of the motor vehicle stated in the Policy with a minimum of six hundred patacas, always to be deducted in respect of each and every claim, and such percentage and amount shall be doubled if the insured vehicle is over five years old, without prejudice to the excess established in the following paragraph 3.
2. The excess referred to in the preceding paragraph shall not be applicable when the insured motor vehicle is a motorcycle or cycle with motor and bicycle or tricycle with pedals for passengers or goods transportation.
3. The excess referred to in paragraph 1 shall be doubled if the driver of the insured motor vehicle is at the moment of the accident younger than 25 years or has held a full driving license of less than 2 years.

Article 13

Reduction and reinstatement of sum insured

1. In the event of claim under the cover on the motor vehicle, the amount of the indemnity will be deducted from the insured value, which will stand reduced in connection will the indemnity or indemnities paid during the period of insurance for which the premium has been paid or has become due.
2. The Insured may reinstate the sum insured with the payment of an additional premium corresponding to the part of the reinstated sum for the unexpired period up to the term or renewal of the Policy.

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Article 14

Computation of the loss or damage that can be indemnified

According to the provisions of the applicable legislation, the indemnity or loss or damage to the insured motor vehicle resulting from accident under the policy:

- a) Shall be calculated in the proportion of the difference between the market value and the insured value, if the insured value is lower than the market value; if a total loss results from the accident, the amount of the salvage will be apportioned between the parties in the same proportion.
- b) Shall be limited to the market value of the motor vehicle at the time of the loss or damage, even if this value is lower than the insured value declared in the Policy.

CHAPTER III

General Provisions for Compulsory Insurance and for Additional Insurance

Article 15 Limits of liability

The limits of liability of the Company in connection with the risks covered by this policy shall be as stated in the Schedule, without prejudice to the minimum limits legally established for the compulsory third party insurance.

Article 16

Commencement and duration of the insurance contract

1. This contract of insurance will be in force from the day shown on the third party liability card or on the provisional certificate of insurance and will be valid for the period of insurance referred to in the Schedule.
2. The insurance contract may be for a fixed and determined period - short term period – or for one year renewable.
3. If the insurance was contracted for one year renewable, it is automatically renewed at the term of each period, unless any of the parties gives notice of cancellation by registered letter thirty days in advance.

Article 17 Interruption or cancellation of the contract

Any reference in this Policy or in the Schedule to interruption or cancellation of the insurance shall mean that the contract will terminate at midnight on the relevant day.

Article 18 Change of circumstances

The insured is compelled to notify the Company within

eight days after any change of circumstances that may materially affect the risk; in case of absence of such notification the Insured shall indemnify the Company for any loss or damage and shall equally pay the additional premium, if any.

Article 19 Sale of the motor vehicle

1. In case of sale of the motor vehicle, the Policy shall be in force until 24:00 hours on the day of sale unless the insurance is transferred to a new motor vehicle; in the event of nonreplacement of the motor vehicle after its sale, the policy will be cancelled and the insured will be entitled to a return-premium relating to the unexpired period of risk.
2. The Insured shall notify the Company within twenty-four hours of the sale of the motor vehicle.
3. In case of nonfulfilment of this provision the Insured shall be required to pay an indemnity to the Company equal to the premium corresponding to the period in which the transfer was kept unknown, without prejudice to the cancellation of the contract under paragraph 1.
4. The notice of sale of the motor vehicle shall be accompanied by the provisional certificate of insurance or by the third party liability card.
5. In case of nonfulfilment of the provision of the preceding paragraph, the Company shall inform the authorities in order that the provisional certificate of insurance or the third party liability card can be seized.

Article 20 Death of the Insured

In the event of death of the Insured the rights and duties under the Policy shall be transferred to his heirs.

Article 21 Payment of premium

1. The premium shall be payable to the Company on demand; where the contract provides for the payment of the premium by installments, the insured is obliged to pay immediately to the Company all outstanding installments in case of nonfulfilment of payment any one installment or of cancellation of the contract in advance, without prejudice to the provision of Article 25, paragraph 2, or, also, in the event of a claim.
2. The third party liability card or the provisional certificate of insurance shall be handed over to the Insured only after the payment of the premium.
3. In case of nonfulfilment of payment of the premium, the Company shall notify the Insured by registered letter stating that the contract will be cancelled after 30(thirty) days from the date of the acknowledgement receipt if during such period the Insured does not pay the

premium.

4. During the period referred to in the preceding paragraph the Company shall not issue the third party liability card.
5. After the term of the period referred to in paragraph 3 and if the premium has not been paid, the Company will terminate the contract forthwith, without prejudice to its right to receive the premium corresponding to the expired period, according to the tariff system in force.

Article 22 No claim discount

1. In the event of no claim being made or arising under the motor vehicle Policy during a period of insurance specified below immediately preceding the renewal of the Policy, the renewal premium shall be reduced as follows:

Period of insurance	
- The preceding year-----	10 %
- The preceding two consecutive years-----	20 %
- The preceding three consecutive years-----	30 %
- The preceding four consecutive years-----	40 %
- The preceding five or more consecutive years--	50%
2. Notwithstanding a single claim being made or arising during a period of insurance when the premium is based on a 40% or 50% been claims free for the preceding year or the preceding two consecutive years respectively.
3. If more than one vehicle is described in the Schedule of the Policy, the "No claim discount" shall be applied as if separate policy had been issued in respect of each vehicle.
4. In case of transfer of contract with "No claim discount", the insurer to whom the insurance is transferred may concede such discount provided there is a written confirmation of such right by the previous insurer.
5. When the Insured comes from another country or territory in which he is entitled to the "No claim discount" and if he has any proof of that, the Company may concede a discount as if the preceding contract was subject to the provisions established in this Article.

Article 23

Notification of accidents and procedures for claims

1. In the event of an accident which may give rise to a claim under this Policy, the Insured shall give notice thereof to the Company with full particulars as soon as possible but not later than eight days from the date of

the accident.

2. In case of absence of notification or of late notification the Insured shall indemnify the Company for any loss or damage, namely when, due to the lack of notification or late notification, the liability of the Company in respect of third parties has been aggravated.
3. The Insured shall take all reasonable steps to reduce or prevent any increase in the loss or damage for which the Company is liable and shall not undertake any transactional arrangements without express authorization from the Company.
4. Every claim, writ, summons or process shall be notified or forwarded to the Company immediately on receipt by the Insured. Notice shall also be given to the Company immediately after 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 accident.
5. In case of burglary, theft or theft of use of the insured motor vehicle the Insured shall give immediate notice to the police and cooperate with the Company in securing the conviction of the offender.
6. 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 of such person the defence or settlement of any claim.
7. The Company is also entitled, for its own benefit and in the name of the Insured or any person claiming to be indemnified, to conduct the claim for loss or damage and shall have full discretion in the conduct of any proceeding 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.

Article 24 Priority in the payment of indemnity

1. The sum insured for the third party liability cover shall apply in priority to indemnifying bodily injuries.
2. If more than one person is injured and if the overall amount of indemnity awarded exceeds the sum insured, the rights of those entitled to indemnity from the Company shall be proportionally reduced to the total sum, without prejudice to the liability of those responsible for the accident to pay the amount of indemnity exceeding the sum insured.
3. In case the Insurer has, in good faith and by ignorance of the existence of other claimants, paid to on victim an indemnity of an amount higher than it is legally obliged to pay under the terms of the preceding paragraph, the Insurer shall only be liable in respect of any other claimants up to the balance of the um insured.

Article 25

Cancellation or reduction of amount insured

1. At any time the Insured may cancel the contract or reduce the amount insured in this Policy by sending at least 30(thirty) days' notice by registered letter to the Company. However, the reduction may not result in a sum lower than the minimum legal capital for third party risks. Also the Company has the same right in respect of additional insurance.
2. Any return premium will be computed proportionally to the unexpired period of risk, if the decision to cancel or reduce cover was taken by the company. When such decision is taken by the Insured the return-premium will be calculated according to the tariff system in force for short- term insurance. In case the cancellation has resulted form the failure of the Insured to pay the premium, the Company will act according to the provisions established by law.
3. If during the year in which the cancellation of the contract occurs, one or more claims have been notified, such rescission by any party is subject to the provisions laid down in the preceding paragraphs. However, for the computation of the return-premium regard shall be had only to that portion of the cover which exceeds the amount of the claim or claims if such amount was not reinstated.
4. Any return of premium in accordance with the provisions in the preceding paragraphs is conditional upon the Insured surrendering the current third party liability card or the provisional certificate of insurance.

Article 26 Arbitration

1. All differences arising out of this policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties.
2. In case the Arbitrators do not agree the decision shall be that of an Umpire appointed in writing by the arbitrators before entering upon the reference. The Umpire shall preside at the meetings of the Arbitrators.
3. In case the Arbitrators do not agree upon the appointment of the Umpire, an Umpire will be appointed by the court of Macau.
4. Each of the parties in difference shall pay the expenses of his Arbitrator and half of the expenses of the Umpire.
5. The making of an Award shall be a condition precedent any right of action against the Company.

Article 27 Jurisdiction

The Court of Macau is qualified in respect of judgments arising from this contract.

SPECIAL CLAUSES APPLICABLE WHEN EXPRESSLY REFERRED TO IN THE SCHEDULE

Clause 1- Endorsement of rights

In case the rights of the Policy are endorsed to the beneficiary mentioned in the Special Terms in the Schedule, the Company cannot, in the case of cover on the motor vehicle, arbitrate or pay any indemnity without the agreement of such beneficiary.

If the Company intends to cancel the cover on the motor vehicle it shall notify such beneficiary by sending at least 30 (thirty) days' notice.

Clause 2- Exception of "trailer use"

Whereas the Insured has expressly stated that "trailer service" is not required to be covered by this Policy, the Company shall be under no liability for accidents whilst the insured motor vehicle is in movement pulling any other vehicle.

Clause 3- Inclusion of "trailer service"

The insurance by this Policy in respect of Third Party risks is extended to apply whilst the insured motor vehicle is pulling the unit mentioned in the Schedule and also covers the identified trailer(s) parked or not attached.

Clause 4 – Extension of the cover on the Motor Vehicle to the "extras"

The cover on the motor vehicle is extensible to the "extras" that are mentioned with their respective values in the Schedule.

Clause 5 – Application of excess in Third Party cover

The Cover of the Third Party is subject to the excess stated in the Schedule, but only in relation to material damage; however in no case shall such excess be applicable to the claimants or to their heirs.