

## PRIVATE MOTOR CAR INSURANCE POLICY

**IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.**

### (1) INSURING CLAUSE

The **Insured** and the **Company** agree:

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

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

### (2) GENERAL DEFINITIONS

2.1 For the purpose of this **Policy**:

- (a) "**Accident**" means an unexpected and unintentional event that is violent, visible and external and in relation to the **Motor Car**.
- (b) "**Arson**" means the willful and malicious burning of or setting fire to the **Motor Car**.
- (c) "**Company**" means Dah Sing Insurance Company Limited.
- (d) "**Event**" means any one event or series of events arising out of one common cause or source in connection with the **Motor Car**.
- (e) "**Geographical Area**" means the territories of Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the **Motor Car** by sea including incidental loading or unloading.
- (f) "**Insured**" means the person specified as such in the **Schedule**.
- (g) "**Insured Driver**" means the **Insured** or any other person who is driving on the **Insured's** order or with his permission provided that the **Insured** or the person driving holds a licence to drive the **Motor Car** or has held and is not disqualified from holding or obtaining such a licence. The term "licence" means a licence or other permit required under the laws or regulations or by the licensing authority of the **Geographical Area**.
- (h) "**Motor Car**" means the motor car specified in the **Schedule**.
- (i) "**Named Driver**" means any person named in the **Schedule** under "Named Driver Details".
- (j) "**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.
- (k) "**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.

"**Schedule**" means the page(s) attached to this **Policy** specifying the terms and details of this insurance contract.

2.2 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.

2.3 In the event of any discrepancy between the Chinese and English versions in this **Policy**, the English version shall prevail.

### (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 Liabilities Insurance", only Section (II) of this **Policy** is operative.
- (c) Where the "Operative Insurance Cover" in the **Schedule** is stated to be "Third Party Arson and Theft", Sections (I) and (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 rideshare delivery ride-sharing ride-hailing food delivery package delivery or used for any purpose in connection with the motor trade.

### (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** (including accessories and spare parts thereon) as specified as the Sum Insured or Limit of Indemnity in the **Schedule** (whichever is applicable);

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.

- (d) If "Operative Insurance Cover" is stated in the **Schedule** to be "Third Party Arson and Theft" the **Company** shall be liable under this Section solely for loss or damage resulting from arson, theft or attempted theft.

#### **(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 HK\$1,000;
  - (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) under this **Policy** is concerned, it is hereby understood and agreed that:-
- (i) 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; and
  - (ii) 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 TO SECTION (I) INSURANCE**

The **Company** will not be liable in respect of:

- (a) consequential loss;
- (b) depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage;
- (c) damage to tires unless damage is caused to other parts of the **Motor Car** at the same time;
- (d) any claims excesses applicable to Section (I);
- (e) (i) any equipment or computer malfunction;
- (ii) the failure or inability of any equipment or any computer programme to recognise or correctly to interpret or process any date as the true or correct date or to continue to function correctly beyond that date; and
- (iii) loss of electronic data and any consequences arising from it, directly or indirectly caused by or in connection with a computer virus.

#### **(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 "Own Damage Excess".
- (b) The first amount of any claim for which the **Company** is not liable pursuant to paragraph 8(a) will be increased if at the time of the occurrence of the **Event** giving rise to the claim:
- (i) 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 twenty-five (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 two (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 Excess".
- (d) In respect of any claim arising out of arson of the **Motor Car**, the **Company** will not be liable for the first amount of each claim specified in the **Schedule** as the "Arson Excess".
- (e) In the event of a claim under Section (I):
- (i) if paragraph 8(c) or 8(d) is applicable, then paragraphs 8(a) and 8(b) will not be applicable;
  - (ii) if paragraph 8(a) and any or more of sub-paragraphs 8(b)(i), 8(b)(ii), 8(b)(iii) and 8(b)(iv) are applicable, the first amount of such claim for which the **Company** is not liable will be calculated cumulatively;
  - (iii) if the expenditure incurred by the **Company** shall include any amount for which the **Company** is not liable pursuant to paragraphs 8(a), 8(b), or 8(c), the **Insured** shall forthwith repay such amount to the **Company**.
- (f) 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**

Subject to Policy Limits of Liability Conditions and Exceptions, the **Company** will indemnify the **Insured** and/or any **Insured Driver** and/or at the request of the **Insured** any person (other than the person driving) in or getting into or out of the **Motor Car** against all sums including claimant's costs and expenses which the **Insured** and/or such **Insured Driver** and/or such other person shall become legally liable to pay and other costs and expenses incurred by or on behalf of the **Insured** and/or such **Insured Driver** and/or such other person with the **Company's** written consent in respect of:

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

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

#### **(10) POLICY LIMITS OF LIABILITY APPLICABLE TO SECTION (II) INSURANCE**

- (a) The **Company's** indemnity to the **Insured** and/or any other person claiming to be indemnified under Section (II) including claimant's costs and expenses and other costs and expenses incurred by or on behalf of the **Insured** and/or such other person with the **Company's** written consent arising out of any **Event** is limited to:
- (i) HK\$100,000,000 in respect of death of or bodily injury to any person pursuant to sub-paragraph 9(a); and
  - (ii) HK\$2,000,000 in respect of damage to property pursuant to sub-paragraph 9(b).

Where this **Policy** insures more than one (1) **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 (1) 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 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);
  - (ii) undertake the defence of proceeding 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** insofar 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 Hong Kong;
- (e) any claims excesses applicable to Section (II); or
- (f) any loss, damage and legal liability to any aircraft damage.

**(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) The first amount of any claim for which the **Company** is not liable pursuant to Paragraph 13(a) will be increased if at the time of the occurrence the **Event** giving rise to the claim:
  - (i) the **Motor Car** is being driven by a person under twenty-five (25) years of age, by an additional amount by way of the "TPPD-Young Driver Excess" specified in the **Schedule**;
  - (ii) the **Motor Car** is being driven by a person who has not held for a period of two (2) years a driving licence (other than a provisional driving licence), by an additional amount by way of the "TPPD-Inexperienced Driver Excess" specified the **Schedule**;
  - (iii) 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 "TPPD-Unnamed Driver Excess" specified in the **Schedule**.
- (c) In the **Event** of a claim under Section (II):
  - (i) if Paragraph 13(a) and any or more of sub-paragraphs 13(b)(i), 13(b)(ii) and 13(b)(iii) are applicable, the first amount of such claim for which the **Company** is not liable shall 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 paragraph 13(a) & 13(b), 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 Hong Kong ("MIB") to pay an amount for which the **Company** would not otherwise be liable under this **Policy** the person on whose account the payment is made (whether that person is the **Insured** or any other person) shall forthwith repay such amount to the **Company**.

**(15) SECTION (III) INSURANCE - INDEMNITY OF MEDICAL EXPENSES**

The **Company** will reimburse 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 passenger of the **Motor Car** as the direct and immediate result of an **Accident** to the **Motor Car**, provided always that the **Company's** liability under Section (III) arising out of any **Event** shall not exceed HK\$5,000.

**(16) NO CLAIM DISCOUNT ("THE DISCOUNT")**

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

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

- (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 (1) 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 (1) **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 (1) private motor car within twelve (12) months of the date of transfer.
- (e) If more than one (1) **Motor Car** is insured under this **Policy**, the Discount shall be applied as if a separate **Policy** had been issued in respect of each such **Motor Car**.

**(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 **Accident** loss damage or liability (except so far as is necessary to meet the requirements of the *Motor Vehicles Insurance (Third Party Risks) Ordinance* (Chapter 272 of the Laws of Hong Kong) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:
- (i) mutiny; or
  - (ii) strike riot civil commotion;
  - (iii) detention seizure confiscation or any attempt thereat; or
  - (iv) any act of any person or persons acting on behalf of or in connection with any organization that 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; or by any direct or indirect consequences of any of the said occurrences;
- (c) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss 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, mutiny, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, martial law; or
  - (ii) any act of terrorism including but not limited to:
    - a. the use or threat of force, violence; and/or
    - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents, missiles, bombs, grenades, explosives;
 by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/ or to put the public or any section of the public in fear; or
  - (iii) any action taken in controlling, preventing, suppressing or in any way relating to sub-paragraphs 17(c)(i) or 17(c)(ii) above;
- (d) 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) ionising radiations from 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, combustion shall include any self-sustaining process of nuclear fission;
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (e) any loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
- (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority;
  - (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person; provided that the **Company** is not relieved of any liability to the **Insured** in respect of physical damage to the Property Insured occurring before dispossession or during temporary dispossession which is otherwise covered by this **Policy**;
  - (iii) the destruction of property by order of any public authority;
- (f) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (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 the **Insured Driver**:
- (i) who is convicted of an offence for being under the influence of drink and/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* (Chapter 374 of the Laws of Hong Kong) 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 exposure on Sanction and subject to the following clause:
- Sanction Exclusion Clause
- Notwithstanding any other terms under this **Policy**, under no circumstances shall the **Company** be deemed to provide coverage or make any payments or provide any service or benefit to any **Insured** or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

The above clause shall also apply for any trade or economic sanction law or regulation that the **Company** deems applicable or if the **Insured** or other party receiving payment, service or benefit is a sanctioned person

In any action suit or other proceedings where the **Company** alleges that by reason of paragraph 17(c), 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.

In the event any portion of paragraph 17(c) is found to be invalid or unenforceable, the remainder shall be in full force and effect.

## (18) GENERAL CONDITIONS

### (a) **Contracts (Rights of Third Parties) Ordinance Exclusion**

Any person or entity who is not a party to this **Policy** shall have no right or rights under the *Contracts (Rights of Third Parties) Ordinance* (Chapter 623 of the Laws of Hong Kong) and any subsequent amendment or revision or replacement thereof to enforce any of its terms under any circumstances whatsoever.

(b) Every notice or communication to be given or made under this **Policy** shall be delivered in writing to the **Company**.

(c) In the event of any occurrence which may give rise to a claim under this **Policy** the **Insured** shall immediately give notice thereof to the **Company** with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the **Company** immediately on receipt by the **Insured**. Notice shall also be given in writing to the **Company** immediately the **Insured** or any person claiming to be indemnified shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this **Policy**. In case of theft or other criminal act which may be the subject of a claim under this **Policy** the **Insured** shall give immediate notice to the Police and cooperate with the **Company** in securing the conviction of the offender.

(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** shall be excluded from the scope of indemnity granted by this **Policy**.
- (f) (i) The **Company** may cancel this **Policy** by giving seven (7) 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 (7) days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate of Insurance has been returned to the **Company** on or before the date of cancellation) the **Insured** shall be entitled to a return of premium less the premium calculated at the **Company's** Short Period Rates for the period the **Policy** has been in force.
- (ii) Short Period Rates:  
The following scale of rate apply to policy issued or renewed for less than one (1) year and shall also be used in calculating return premium on policy cancelled at the request of the **Insured** and not replaced within a period of one (1) year from date of cancellation, subject to a minimum and non-refundable premium of HK\$1,200 + MIB Levy + other Levy (if any) after client's discount.
- | Period                 | Scale of Rate      | Period                      | Scale of Rate       |
|------------------------|--------------------|-----------------------------|---------------------|
| Not exceeding 1 month  | 20% of annual rate | Not exceeding 5 months      | 60% of annual rate  |
| Not exceeding 2 months | 30% of annual rate | Not exceeding 6 months      | 70% of annual rate  |
| Not exceeding 3 months | 40% of annual rate | Not exceeding 7 or 8 months | 80% of annual rate  |
| Not exceeding 4 months | 50% of annual rate | Exceeding 8 months          | Full annual premium |
- (g) If at the time any claim arises under this **Policy** there is any other insurance covering the same loss damage or liability the **Company** shall not be liable to pay or contribute more than its rateable proportion of any loss, damage, compensation, costs or expenses provided always that nothing in this paragraph 18(g) shall impose on the **Company** any liability from which but for this paragraph 18(g) it would have been relieved pursuant to sub-paragraph 12(a)(ii).
- (h) (i) In the event of a dispute or difference between the parties arising out of or in connection with this **Policy**, the parties agree to attempt to settle the dispute through non-binding mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute, before resorting to arbitration in the manner set out below.
- (ii) All unresolved disputes shall be determined by arbitration in accordance with the *Arbitration Ordinance* (Chapter 609 of the Laws of Hong Kong) as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the Parties. 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 stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this **Policy**. Irrespective of the status or outcome of any form of alternative dispute resolution, if the **Company** shall disclaim liability to the **Insured** for any claim under this **Policy** and the **Insured** does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, the **Insured's** claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this **Policy**.
- (i) This **Policy** is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

## (19) EXTRA BENEFITS

All these extra benefits are applicable to Comprehensive Cover Policy only

- (a) No Claim Discount Protector  
Notwithstanding the provisions of paragraph 16 of this **Policy**, if there is a claim during the period of insurance, the **Insured** will at renewal be entitled to the same percentage No Claim Discount as under the current **Policy** provided that:
- (i) Not more than one (1) claim is reported during any one (1) period of insurance;
- (ii) After the application of excess, the claim amount incurred under all sections of the **Policy** does not exceed HK\$60,000 or 15% of the Sum Insured or Limit of Indemnity (whichever is applicable) of the **Motor Car** whichever is the lesser amount.

NOTE: All the claims will be accounted for in the event the No Claim Discount is to be transferred to any other insurance company for whatever reason including non-renewal by both parties.

- (b) Windscreen Damage Extension  
In respect of loss or damage occasioned to front windscreen glass and/or sun roof of the **Motor Car**, the **Company** will pay for the costs of repair or replacement up to HK\$5,000 per any one (1) period of insurance provided that such repair or replacement is done with the prior consent of the **Company** and arranged via our 24-hour Hotline on 8100 6803. Choice of option for repair or replacement of any damaged windscreen/ sun roof is subject to the final decision of the **Company**.

It is further noted and agreed that exception 7(d) of the **Policy** will not applied to this extension and any claim made under this item will not be accounted for in the calculation of total claims incurred stated in the No Claim Discount Protector.

- (c) New for Old Replacement Vehicle  
In the event of the **Motor Car** having sustained a total loss in an **Accident** covered under this **Policy** subject to the **Policy** terms and conditions, the **Company**, at its own option, pays in cash or replaces the **Motor Car** with the same make and model without deducting any depreciation provided that:
- (i) the loss occurs within twelve (12) months of the first registration of the **Motor Car** with the Transport Department in Hong Kong;
- (ii) the first registration of the **Motor Car** with the Transport Department in Hong Kong must be made within twelve (12) months from the date of manufacture of the **Motor Car** thereof;
- (iii) the net purchase price of the replacement vehicle does not exceed the Sum Insured or Limit of Indemnity (whichever is applicable) of the **Motor Car**;
- (iv) the replacement vehicle does not take into account of any modifications, additional accessories and equipment having been installed into the **Motor Car**; and
- (v) written consent of the **Company** must be obtained before replacement.

If the make and model of the **Motor Car** is not available in Hong Kong or the **Insured** does not accept the replacement vehicle, the **Company** may at its own option and sole discretion pay the **Insured** in accordance with the terms and conditions of the **Policy** as if this extra benefit item does not apply.

- (d) Personal Accident Protection  
The **Company** will pay a maximum of HK\$100,000 during the period of insurance as compensation for bodily injury sustained by the **Insured** or the Named Driver(s) under the **Policy** whilst driving the **Motor Car** and caused by violent accidental external and visible means which independently of any other cause (excluding medical or surgical treatment consequent upon such injury) shall happen within three (3) calendar months of the occurrence of such injury result in:
- (i) death;
- (ii) the loss by physical separation at or above the wrist or ankle of one (1) or both hands or feet;
- (iii) the complete and irrecoverable loss of all sight in one (1) or both eyes.

However, no compensation shall be payable in respect of bodily injury directly or indirectly caused by the **Insured** or the **Named Driver(s)**:

- (i) being under the influence of intoxicants or drugs (unless under medical supervision) or alcohol;
  - (ii) committing or attempting to commit suicide or intentionally inflicting self-injury;
  - (iii) engaging in racing, pacemaking, reliability trial or speed testing.
- (e) 24-Hour Emergency Roadside Assistance (only applicable to non-electric car)  
If the **Motor Car** is immobilised on the road due to an **Accident** or mechanical breakdown, the **Company** will at its own expense, excluding fuel and any parts or accessories, arrange emergency roadside repair service such as battery boarding, tire replacement at the request of the **Insured** or the **Insured Driver**.
- (f) 24-Hour Free Towing Service  
If the **Motor Car** cannot be repaired at the roadside following an **Accident** or mechanical breakdown, the **Company** will arrange for the **Motor Car** to be towed to any car repairer or any other place in Hong Kong at the request of the **Insured** or the **Insured Driver**.
- (g) Removal of the Vehicle  
If whilst travelling on ordinary roads, the **Motor Car** is to be unable to move by its own means due to overturning or falling down a slope, the **Company** will arrange its removal to the repairer or to the home of the **Insured** or the **Insured Driver** at his request.
- (h) Taxi Service  
In the event that the assistance of Towing Service has been arranged for a breakdown or **Accident** of the **Motor Car**, the **Company** will reimburse the taxi fare for the **Insured** or the **Insured Driver** to return to his home or to reach his planned destination anywhere within Hong Kong. The **Insured** or the **Insured Driver** must provide the original receipt to claim for the reimbursement.
- (i) Alternate Car  
In the event of the **Motor Car** being  
  - (i) immobilised, unfit or unsafe to be driven due to an **Accident** which requires a repair exceeding forty-eight (48) working hours; or
  - (ii) discovered stolen and not found within forty-eight (48) hours.
The **Company** will arrange and pay for the costs incurred or necessarily incurred for the supply of an alternate car. The maximum limit of this Benefit is 80% of the actual car rental cost, subject to a daily limit of HK\$1,000 and in aggregate limit of HK\$5,000 for each and every case.
- (j) 24-Hour Claims Advisory Service  
A 24-hour claims enquiry hotline is available to the **Insured** to advise on the claim procedures and how to report a claim.
- (k) 24-Hour Traffic Regulation Enquiry Service  
A 24-hour general advisory service hotline provides sound and professional advice on traffic regulations to the **Insured**. The **Company** shall not be liable to provide information or advice beyond their capacity or for loss or damage resulting therefrom.

Remarks:

- a) Items (e)-(k) are services provided by the service provider nominated by the **Company** who shall not be held responsible for any disputes arising between the **Insured** and the service provider. These services are only available upon notification through the hotline 8100 6803.
- b) Services in Items (e)-(g) are provided in the Hong Kong Special Administrative Region only and with a limit of HK\$2,000 per assistance service event unless otherwise specified.

**(20) PUBLIC LIABILITY COVERAGE ON ELECTRIC CAR CHARGER EXTENSION**

Public Liability Coverage on Electric Car Charger Extension is a benefit in addition to Section (II) Insurance of this Policy.

Subject to the Terms, General Exceptions and Conditions contained herein or endorsed hereon, the **Company** will indemnify the **Insured** and/or the **Insured Driver** against all sums which the **Insured** and/or such **Insured Driver** shall become legally liable to pay for compensation 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 resulting from the direct use of an **Electric Car Charger** by the **Motor Car** at the time of the **Accident**.

(a) Limit of Liability

- (i) The liability of the **Company** under this **Extension** for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one occurrence including all costs and expenses with the **Company's** written consent shall not exceed: -
  - 1) HK\$10,000,000 for any one **Accident** caused by or due to the direct use of an **Electric Car Charger** whilst charging the **Tesla Motor Car** or
  - 2) HK\$5,000,000 for any one **Accident** caused by or due to the direct use of an **Electric Car Charger** whilst charging the **Non-Tesla Electric Car**

and in aggregate for any one period.

(b) Exclusions

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

- (i) Liability assumed by the **Insured** and/or the **Insured Driver** by agreement unless and insofar as such liability would have attached to the **Insured** and/or the **Insured Driver** notwithstanding such agreement or contract.
- (ii) Liability in respect of
  - a. death or bodily injury under and pursuant to the *Employees' Compensation Ordinance* (Chapter 374 of the Laws of Hong Kong) as may be amended from time to time or any legislation which replaces the same;
  - b. death or bodily injury including illness of any person arising out of and in the course of the **Employment** of such person with the **Insured** and/or the **Insured Driver**; or
  - c. death of or bodily injury including illness to any self-employed person and/or sole-proprietor and/or subcontractors' employees and/or labour master and persons supplied by the **Insured** and/or the **Insured Driver** and/or person employed by labour only subcontractors and/or person hired or borrowed to the **Insured** and/or the **Insured Driver** arising from an **Accident** caused by or due to the direct use of an **Electric Car Charger** by the **Motor Car** at the time of the **Accident**; or
  - d. death of or bodily injury including illness to any person who is a member of the **Insured's** and/or the **Insured Driver's** family or household, and being in charge or under the control of the **Insured**, or the **Insured Driver** of a person acting on behalf of the **Insured** the **Insured Driver**, or engaged in his service at the time of the **Accident**
- (iii) Liability in respect of loss of or damage to property:-
  - a. (i) belonging to the **Insured**; or
  - (ii) in the charge/custody of or under the control of the **Insured** and/or the **Insured Driver**, or a member of the **Insured's** family or household, or any servant or agent of the **Insured** and/or the **Insured Driver**; or
- (iv) Liability in respect of:
  - a. personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination; or
  - b. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances; or
  - c. fines, penalties, punitive or exemplary damages.
- (v) 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:
  - a. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or

- used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- b. any chemical, biological, bio-chemical, or electromagnetic weapon.
- (vi) Liability in respect of all claims and losses based upon, arising out of, directly or indirectly resulting from or in consequence of, or any way involving:
- a. asbestos; or
- b. any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure or potential exposure to asbestos.
- (vii) Liability in respect of any claim or loss or liability arising out of or is contributed to directly or indirectly by exposure to magnetic, electric or electromagnetic fields or radiation however caused or generated.
- (viii) Liability in respect of death or bodily injury including illness of any person directly or indirectly caused by infectious disease which is listed in the *Prevention and Control of Disease Ordinance* (Chapter 599 of the Laws of Hong Kong) as at the date of the receipt by the **Company** of the **Insured** written notification of a claim identifying each and every person suffering from such death or illness, each and every place of occurrence and each circumstances thereof.
- (ix) Compensation for damages in respect of judgements not in the first instance delivered by or obtained from a Court of competent jurisdiction within Hong Kong or costs and expenses of litigation recovered by any claimant from the **Insured** and/or the **Insured Driver** which are not incurred in and recoverable in Hong Kong.
- (x) Liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consists of the failure or inability of any
- a. electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b. media or systems used in connection with any of the foregoing
- whether the property of the **Insured and/or the Insured Driver** or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote, represent or express a date including without limitation, the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of or in connection with:
- i. recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.
- (xi) Liability in respect of bodily injury and/or property damage, direct or consequential, arising out of or resulting from the design, supply or manufacture of the **Electric Car Charger** which caused and/or contributed to the **Accident**.

For the purpose of the Public Liability Coverage On Electric Car Charger Extension, the following shall supplement the General Definitions under paragraph 2 of this **Policy**:

- (a) **Employment** means a relationship between the **Insured** and an employee who is any (i) person under a contract of service or apprenticeship with the **Insured** OR (ii) person hired or otherwise lent or provided to or borrowed by the **Insured**, whether relating to or connected with any business arrangement or transaction with the **Insured** OR (iii) sole proprietor or self-employed person OR (iv) person employed by labour only sub-contractors while working for the benefit of the Insured.
- (b) **Extension** means Public Liability Coverage on Electric Car Charger Extension
- (c) **Electric Car Charger** means electric charging equipment installed by licensed electrician within the **Geographical Area**.
- (d) **TESLA** means Tesla Motors HK Limited / Tesla Motors, Inc. or its authorized affiliated company which manufactures, supplies and distributes Tesla branded electric vehicles;
- (e) **Tesla Motor Car** means the **Motor Car** specified in the **Schedule** in its original factory specification by **TESLA** or custom-built in accordance with **TESLA**'s optional upgrades to Accessories, Windscreen and/or windows.
- (f) **Non – Tesla Electric Car** means the **Motor Car** specified in the **Schedule**, which is propelled by one or more electric motors and manufactured by the automaker other than **TESLA**.

Please cut the following contact card and bring it along with you for emergency use. (Applicable for Private Car Comprehensive Cover only)

請剪下以下聯絡卡並隨身攜帶，以作應急之用。(只適用於私家車綜合保險)

 <b>大新保險</b> <b>DAH SING INSURANCE</b>	
Policy Number 保單編號  <div style="font-size: 2em; font-weight: bold;">24</div> Hour Hotline 小時熱線	<div style="font-size: 2em; font-weight: bold;">8100 6803</div>
Applicable to Private Car Comprehensive Cover Only 只適用於私家車綜合保險 Services available within the territory of Hong Kong only. Please provide your name, policy number and contact number when calling our 24-hour hotline. 只於香港境內生效。致電 24 小時熱線時，敬請提供姓名、保單號碼及聯絡電話。	
<ul style="list-style-type: none"> <li>✓ 24-Hour Emergency Roadside Assistance 24 小時緊急路面維修</li> <li>✓ 24-Hour Towing Service 24 小時拖車</li> <li>✓ Alternate Car 代用車支援</li> <li>✓ Windscreen / Sunroof On-site Repair 擋風玻璃 / 天窗上門維修</li> <li>✓ 24-Hour Advisory Service 24 小時諮詢服務</li> </ul>	

## 私家車汽車保險保單 (本譯文僅供參考)

重要事項 – 當收到這份保單時，請仔細閱讀保單內容，並且提出任何必需的修訂。

### (1) 保險條款

受保人與本公司雙方同意：

- 將投保表格及聲明收納入本保險合約，並作為本保險合約的依據；
- 由受保人繳付附表所列的保費；
- 本公司按照本保單的條款與條件，為附表所訂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單任何有關應做或不應做事項的條款與條件；及
  - 投保表格及聲明的內容及陳述均屬真實無訛。

本保單須由本公司授權的人士在附表簽署後方可生效。

### (2) 一般釋義

2.1 於本保單而言：

- 縱火**指蓄意及惡意焚燒財產或對受保汽車放火。
- 意外**指涉及受保汽車的猛烈、可見及外來的無法預見及非本意的事故。
- 本公司**指大新保險有限公司。
- 事故**指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。
- 本地區**指香港特別行政區；如以水路運載受保汽車（包括附帶的裝卸情況），則包括香港特別行政區的海域。
- 受保人**指附表指定為受保人的人士。
- 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駕駛執照或許可證。
- 記名司機**指閣下的承受表中「記名司機資料」之下指定的任何人。
- 受保汽車**指附表指定的汽車。
- 保單**指本「私家車保險單」、附表及任何載於或附隨於本文的備忘及批單。全部須視作為同一份文件，任何具有特定含義的詞語在整份文件中意義保持一致。
- 投保表格及聲明**指已簽署的投保表格、聲明，以及受保人或其代表所提供的任何附加或替代資料。
- 附表**指本保單的附頁，用以列明本保險合約的條款及細節。

2.2 在本保單中，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其他性別。

2.3 本保單載有中文及英文版本。如本保單的中文本與英文本有任何出入之處，一切條款概以英文本為準。

### (3) 承保類型

- 如在附表上的「承保類型」指定為「綜合保險」，則本保單第(I)、(II)及(III)節均適用。
- 如在附表上的「承保類型」指定為「第三者責任保險」，則只有本保單第(II)節適用。
- 如在附表上的「承保類型」指定為「第三者附加縱火、盜竊保險」，則本保單第(I)及(II)節均適用。

### (4) 汽車使用限制

本保單任何部分所提供的保障，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。

本保單不適用於受保汽車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、汽車共享快遞、汽車共享、網約召車、食物外送、包裹快遞或用作任何涉及汽車業務的用途。

### (5) 第(I)節保險—針對受保汽車的損失或毀壞

- 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。  
本公司根據第5(a)項所作的彌償只限於：
  - 受保汽車在損失或毀壞時的合理市值；或
  - 受保人在附表內根據受保汽車估值（包括其配件及/或零件）所列出的投保額或賠償限額（視何者適用而定）；以二者中較低為準。
- 如受保汽車因本保單承保的損失或毀壞而不能操作，本公司會另付以下安排所需的合理費用：
  - 保護及運送受保汽車至最近的修理處；及
  - 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受保汽車的協定修理費用的20%。
- 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）該零件到本地區（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。
- 如附表列明本保單的「承保類型」是『第三者附加縱火、盜竊保險』，本公司在本節條款下的責任僅限於縱火、盜竊或企圖盜竊所造成的損失或毀壞。

### (6) 適用於第(I)節保險的特別條件

- 如按受保人的要求，附表或本保單隨附的備忘內所列出的「按揭財務公司」，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「按揭財務公司」支付。該「按揭財務公司」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。
- 受保人對本公司根據本保單可能負責彌償的損毀，可授權為受保汽車進行必要的修理，但須符合下列條件：
  - 預計修理費不得超過港幣1,000元；
  - 即時向本公司提供修理費的詳盡估價；及
  - 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。
- 如受保汽車的修理費用是第(I)節的索償項目，本公司有權否決有關修理地點或修理商號的建議。
- 就根據本保單第(I)節作出的彌償而言，雙方謹此明白及同意：

- (i) 如受保人選用的汽車維修商的修理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；
- (ii) 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)節保險的特別不承保事項

本公司不承保以下事項：

- (a) 相關後果損失；
- (b) 折舊、自然損耗、機件或電器故障、失靈或破損；
- (c) 輪胎受損，除非受保汽車其他部分同時受損；
- (d) 任何適用於第(I)節的索償自負額；
- (e) (i) 任何設備或電腦故障；
- (ii) 任何設備或電腦程式故障或不足而不能來確認或正確地解釋或處理任何日期作為真正的或正確的日期或在該日期後繼續正常運作；及
- (iii) 直接或間接因電腦病毒而導致或與其有關連的電子數據損失及其引致的任何後果。

#### (8) 適用於第(I)節保險的索償自負額

- (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附表中「車身損毀自負額」的款項。
- (b) 如在導致索償的事故發生時遇下列情況，根據第8(a)項不應由本公司負責的首筆款額則會增加：
  - (i) 正駕駛受保汽車的人士並非保險附表所列的「指定司機」，則加上保險附表所列的「非指定司機自負額」；
  - (ii) 受保汽車正由二十五（25）歲以下的人士駕駛，則加上保險附表所列的「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（2）年的人士駕駛，則加上保險附表所列的「新牌司機自負額」；
  - (iv) 受保汽車正停放在一處，則加上保險附表所列的「停泊損毀自負額」。
- (c) 對於任何因盜竊或企圖盜竊受保汽車而引致的索償，本公司將不負責每項索償首筆相等於保險附表中「盜竊損失自負額」款項。
- (d) 對於任何因受保汽車發生縱火或企圖縱火而引致的索償，本公司將不負責每項索償首筆相等於保險附表中「縱火自負額」款項。
- (e) 若根據第(I)節作出的索償：
  - (i) 如第8(c)或8(d)項適用，則第8(a)及8(b)項並不適用；
  - (ii) 如第8(a)項及第8(b)(i)、8(b)(ii)、8(b)(iii)及8(b)(iv)項任何一(1)項或多項適用，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)項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。
- (f) 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意外引致）的火災、自燃、閃電或爆炸造成，則第8(a)及8(b)項的規定將不適用。

#### (9) 第(II)節保險—針對第三者法律責任

在保單責任限額、條件與不承保事項的規限下，本公司會彌償受保人及/或任何受保司機及/或在受保人要求下任何受保汽車內或進出受保汽車的人士（駕駛受保汽車的人士除外）下列事項應負責支付的一切款項（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及/或由受保司機或其代表及/或由該其他人士或其代表所招致的其他訟費與開支：

- (a) 任何人的死亡或身體受傷；及/或
  - (b) 財產損毀；
- 而上述死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)節保險的保單責任限額

- (a) 本公司根據第(II)節因任何事故向受保人及/或其他索取彌償人士所提供的彌償，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) 根據第9(a)項有關任何人的死亡或身體受傷，限額港幣100,000,000元；及
  - (ii) 有關根據第9(b)項有關的財產損毀，限額港幣2,000,000元。
 如本保單承保多於一（1）輛受保汽車，不論涉及在同一事故的受保汽車數目多少，均以上述彌償限額為準。
- (b) 如任何事故導致多於一（1）人獲得彌償，則第10(a)項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)節的一（1）宗或一連串索償事故發生後，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)項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項，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；或任何聲稱因本公司在抗辯、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該行為而導致受保人或該人士蒙受的損害。本公司對以下費用亦不負責：受保人或該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)節保險的特別條件

- (a) 如任何有權根據第(II)節獲得彌償的人士去世，本公司則在按照及不抵觸本保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)節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行為或指稱的罪行導致或涉及第(II)節彌償所針對的事故抗辯。

#### (12) 第(II)節保險的特別不承保事項

本公司不承保以下事項：

- (a) 對任何索取彌償的人士作出彌償：
  - (i) 除非該人士遵守、履行及符合本保單所有適合的條款與條件；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)節索取彌償的人士（包括受保人）；或
  - (ii) 任何根據第(II)節索取彌償的人士（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)節索取彌償的人士（包括受保人）；或
  - (ii) 任何根據第(II)節索取彌償的人士（包括受保人）共住的人士；
- (d) 並非由香港特別行政區司法管轄權的法院作出初審的判決；
- (e) 適用於第(II)節保險的索償自負額；
- (f) 飛機損壞的任何損失、毀壞和法律責任。

#### (13) 適用於第(II)節保險的自負額

- (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附表中「第三者財產損毀自負額」的款項。
- (b) 如在導致索償的事故發生時遇下列情況，根據第13(a)項不應由本公司負責的首筆款額則會增加：
  - (i) 受保汽車正由二十五（25）歲以下的人士駕駛，則加上保險附表所列的「第三者年輕司機自負額」；
  - (ii) 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，則加上保險附表所列的「第三者新牌司機自負額」；
  - (iii) 正駕駛受保汽車的人士並非保險附表所列的「指定司機」，則加上保險附表所列的「第三者非指定司機自負額」。
- (c) 若根據第(II)節作出賠償：
  - (i) 如第13(a)項、13(b)(i)、13(b)(ii)及13(b)(iii)項任何一（1）項或多項適用，則不應由本公司負責的首筆款額將予以累積計算；
  - (ii) 如本公司招致的開支包括任何根據第13(a)或13(b)項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) 條款無效及追回款項權

如按照本地區中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單不應由本公司負責的款項，則受保人及其他獲本公司為其付款的人士（不論是否受保人）須立即將該筆款項償還本公司。

#### (15) 第(III)節保險-醫療費用彌償

在保單責任限額、條件與不承保事項的規限下，如受保人或受保司機（非受保人）或任何佔用受保汽車的人士身體直接及即時因受保汽車的意外並透過突發、外來及可見的途徑而受傷，本公司會彌償招致的合理醫療費用，但在任何情況下，本公司根據第(III)節因任何事故承擔的法律責任不得超過港幣5,000元。

#### (16) 無賠償折扣（簡稱「折扣優惠」）

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

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

- (b) 如在可得40%或以下「折扣優惠」的保險期內曾根據本保單作出或出現索償，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單任何部分作出索償，則縱使受保人及/或索取彌償的人士聲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」仍須根據第16(b)項被取消或扣減。
- (d) 倘受保人獲得本公司事先同意，將本保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有的「折扣優惠」，該優惠適用於原受保人在轉保日期十二（12）個月內為任何一（1）輛私家汽車購買的汽車保單。
- (e) 如本保單承保超過一（1）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) 一般不承保事項

本公司根據本保單不承保以下事項：

- (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、許可或在其他知情的情況下，與本保單所提供的彌償有關的受保汽車在並非遵照保險單「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、或可追溯至、或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》（香港法例第272章）的規定而必須負責的情況則屬例外）：
- 叛變；或
  - 罷工、暴亂、內亂；
  - 拘禁、扣押、充公或企圖拘禁、扣押、充公；或
  - 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）的任何行為或因任何上述事故產生的直接或間接後果；
- (c) 由下列項目直接或間接引起、導致或相關的任何死亡、傷殘、損失、損害、毀壞，或任何法律責任、費用或開支，包括任何性質的相關後果損失，或不論有否其他原因或事故同時或在任何其他時間促成的損失：
- 戰爭、入侵、外敵行動、戰鬥或類似戰爭的行動（無論宣戰與否、內戰、叛變、叛亂、革命、起義、造反或由內亂引發的局部或全面起義、軍事政變或篡奪權力、軍法統治；或
  - 任何恐怖活動，包括而不限於下列項目：
    - 使用或威脅使用武力、暴力；及/或
    - 使生命或財產受到傷害或損失（或威脅這種傷害或損失），包括但不限於核輻射及/或化學污染及/或生物化學製劑、導彈、炸彈、手榴彈、炸藥；經由任何人或團體，為了政治、宗教、意識形態或類似意圖的，以明示或以其他方式，及/或令公眾或任何部分公眾恐慌；或
  - 採取任何行動或方式以控制、預防、制止或任何有關以上的第17(c)或17(c)(ii)項列舉的活動；
- (d) 由下列項目直接或間接引起、導致或相關的任何損失、毀壞費用或開支，不論有否其他原因或事故同時或在任何其他時間促成的損失：
- 電離輻射或放射性污染（來自核燃料或來自燃燒核燃料所產生的核廢料），及本段所指的燃燒包括任何自持核裂變反應；
  - 放射性、毒性、爆炸性或其他類型危險品或污染物（來自任何核設施、核反應爐或其他核配件或核部件組裝）；
  - 任何使用原子能或核裂變和/或核聚變或其他類似的反應或放射動力或事物的戰爭武器；
- (e) 由下列項目直接或間接、作為近因或遠因引起的損失或毀壞：
- 永久或暫時沒收（經由任何合法的法定權力所充公、國有化、強行徵募或徵用）；
  - 永久或暫時剝奪任何被非法佔用的建築物；但本公司對受保人在本保單承保的受保財產在沒收之前或暫時沒收的期間之毀壞，將不會免除任何責任；
  - 任何公共機構命令的財產破壞；
- (f) 任何因協議而附加的法律責任；
- (g) 如於下列情況，受保汽車在受保人或受保司機駕駛或企圖駕駛、操縱或控制下發生、蒙受或招致任何意外、損失、損害或責任：
- 受保人或受保司機在有關事故時是受酒類及/或藥物的影響，其程度達到沒有能力妥當地控制受保汽車，因而被定罪；或
  - 受保人或受保司機呼氣；血液或尿液中酒精含量超出不時修訂之《道路交通條例》（香港法例第374章）第2條或其他取代該條例之法例所指定的上限；或
  - 受保人或受保司機無合理原因而不依法提供呼氣、口腔粘液、血液或尿液進行測試或分析，或進行其他有關法例規定之測試。
- (h) 一切由制裁引致及根據以下條款：

制裁除外條款

若本保單提供的保險、款項、服務、保障及/或受保人的任何業務或活動會違反任何適用的貿易或經濟制裁法律或監管要求，不論本保單任何其他條款所列，本公司則不得被視為向任何受保人或其他一方提供任何保險或將向受保人或任何其他一方支付任何款項或提供任何服務或保障。

以上條文亦適用於任何被本公司視為適用的貿易或經濟制裁法律或監管要求，或若受保人或其他接受款項、服務或保障的一方是受制裁人士。

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、毀壞或責任因第17(c)項的緣故不可根據本保單獲得彌償，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、毀壞或責任可獲得彌償。

倘若第17(c)項的任何部分被發現屬無效或不能強制執行，其餘部分將仍然維持全面有效。

#### (18) 一般條款

(a) 《合約（第三者權利）條例》除外條款

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）及其後生效的修訂或更改或取代，在任何情況下強制執行本保單的任何條款。

(b) 凡根據本保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) 一旦發生任何可根據本保單引致的事件，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單索償的事件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單索償原因，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。

法。

- (d) 在未取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**及該人士須向本公司提供一切所需之資料及協助。
- (e) **受保人**須採取一切合理步驟以防**受保汽車**損失或損毀，以及保持**受保汽車**的良好狀態。本公司亦有權隨時及全面自由地檢查**受保汽車**或其任何部分，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，則任何增加的損毀或**受保汽車**任何進一步的損毀，均不得包括在本保單的彌償範圍內。
- (f) (i) 本公司可以下述方式取消本保單：七（7）天前以掛號郵遞將有關通知寄往**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**退還保險費餘額；或本保單可隨時由**受保人**以七（7）天書面通知取消，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**有權獲退還保險費餘額（即在扣除以本公司短期保費率計算本保單有效期內應付的保險費後的餘額）。
- (ii) 短期保費率：
- 以下保費率適用於已簽發或已續訂不足一（1）年的保單，亦適用於**受保人**要求取消保單而不在取消日起一（1）年內另訂取替保單，有關保費退款亦按短期保費率計付。惟本公司對扣除客戶折扣後的保費退款設有最低及不獲退還的保費額—港幣1,200元，並且需要加上香港汽車保險局附加費及其他徵費（如有者）。

保險期	保費率	保險期	保費率
不超過1個月	年保費率之20%	不超過5個月	年保費率之60%
不超過2個月	年保費率之30%	不超過6個月	年保費率之70%
不超過3個月	年保費率之40%	不超過7或8個月	年保費率之80%
不超過4個月	年保費率之50%	超過8個月	全年保費

- (g) 如在任何時間出現索償時有任何其他保單承保同一損失、毀壞或法律責任，本公司不必負責支付或攤分超過其按比例應付的任何損失、毀壞、彌償、訟費或開支數額，但在任何情況下，第18(g)項均不得將任何責任加於本公司；若無第18(g)項便可根據第12(a)(ii)條予以免除的法律責任。
- (h) (i) 如雙方有任何由本保單引致或與其有關連的爭議或分歧，在依照下列方式進行仲裁前，爭議各方同意嘗試作出善意且不具約束力的調解去和解。調解是根據有關當時適用香港司法機構的實務指示進行。
- (ii) 所有未解決之保單爭議，一律按照《仲裁條例》（香港法例第609章）及不時生效的修訂本規定進行仲裁。仲裁程序應由一名爭議雙方同意的仲裁員進行。如爭議各方未能協定仲裁人或公斷人人選，則由香港國際仲裁中心主任委任。現明確規定，爭議各方必須待至仲裁裁決，方可就本保單展開其他法律行動或訴訟。如本公司不承認**受保人**於本保單下追索的賠償責任，而**受保人**並未於十二（12）個月內按本保單規定將事件交由仲裁處理，即被視作已放棄索償權利，此後不得再行追討。
- (i) 本保單受香港特別行政區獨有的司法管轄權管轄，並根據香港法律詮釋。

## (19) 額外附加保障

所有額外附加保障只適用於「綜合保險」

### (a) 無賠償折扣保障

儘管本保單第16項規定，如在保險期內提出索償，**受保人**將可保留原有保險期內之無賠償折扣額，惟必須：

- (i) 於保險期內索償報告不超過一（1）次；
- (ii) 總索償額在扣除自負額後，不超過港幣60,000元或**受保汽車**的投保額或賠償限額（視何者適用而定）的15%，以二者較低者為準。

注意：如**受保人**基於任何理由，包括立約雙方不續保，將無賠償折扣轉予任何其他保險公司，則本公司將依例計算**受保人**根據保單提出的所有索償，本項附加保障概不生效。

### (b) 擋風玻璃保障

當**受保汽車**的擋風玻璃及/或天窗損失或損毀，本公司會透過本公司所委任的服務機構經24小時熱線支付相當的修理或更換費用（賠償限額為港幣5,000元），損毀擋風玻璃/天窗的修理或更換的選擇由本公司作最終定。

不承保事項7(d)並不適用於此附加保障，任何此項目的索償額將不會計算於「無賠償折扣保障」的總索償額內。

### (c) 同款新車賠償

- (i) 倘**受保汽車**在**意外**中遭受完全毀壞，而按照本保單條款可獲本保單提供保障，本公司會決定以現金賠償或重置**受保汽車**相同牌子及型號的車輛，並且不會扣除任何折舊額，惟必須：**受保汽車**首次在香港運輸處登記後十二（12）個月內蒙受損失；
- (ii) **受保汽車**在出廠後十二（12）個月內已在香港運輸處作首次登記；
- (iii) 重置新車的淨購價不可超過**受保汽車**的投保額或賠償限額（視何者適用而定）；
- (iv) 重置新車不會包括安裝於**受保汽車**的任何改裝、附加配件及設備；
- (v) **受保人**獲賠新車之前必須取得本公司書面同意。

若**受保汽車**的牌子及型號在香港沒有供應或**受保人**不接受重置新車，本公司可選擇並擁有一切酌情決定權依照保單的條款及條件向**受保人**支付賠償，此附加保障將被視為不適用。

### (d) 個人意外保障

本公司將於保險期內支付最高港幣100,000元賠償額，倘**受保人**或「記名司機」因駕駛**受保汽車**遭遇獨立而非因任何其他原因產生的暴力、外來或可見原因的**意外**而蒙受身體損傷（因有關受傷而進行的醫學治療或手術治療除外），並於三（3）個月內因這**意外**而引致：

- (i) 死亡；
- (ii) 一（1）隻或兩（2）隻手或腳的腕或踝斷離；
- (iii) 完全喪失單眼或雙眼視力，並且不可治癒。
- 然而本公司不會作出賠償若**受保人**或「記名司機」的身體損傷是直接或間接由於：
- (i) 致醉物或藥物（除非受醫學指導）或酒精；
- (ii) 證實或企圖自殺或故意自殘；
- (iii) 參與賽車、速度比賽、試車或速度測試。

### (e) 24小時中途急修支援服務（只適用於非電動汽車）

倘**受保汽車**在路上因**意外**或機件/電子零件故障而無法開動，本公司將應**受保人**或其授權司機的要求，提供緊急路旁修理服務，例如電池發動、輪胎更換，但不會負責燃料或任何零件或配件費用。

### (f) 24小時拖車服務

倘**受保汽車**因**意外**或機件/電子零件故障而無法在現場即時作出修理，本公司將應**受保人**或其授權司機的要求將**受保汽車**拖往車房或任何在香港的地方。

### (g) 車輛搬移服務

倘在一般道路上，**受保汽車**因翻倒或滑下斜坡而無法自行正常駛動，本公司將應**受保人**或其授權司機的要求將**受保汽車**搬移往車房或**受保人**的住所。

### (h) 的士服務

如**受保汽車**因機件/電子零件故障或**意外**而得到本公司拖車支援服務，本公司將償付**受保人**或其授權司機前往其香港住所或原定計劃的目的地（只限於香港境內）之的士車費。**受保人**必須提供收據正本索償之用。

### (i) 臨時代用汽車

倘**受保汽車**於以下情況：

- (i) 因**意外**導致**受保汽車**無法開動、不適合或不安全行駛，並需要多於四十八（48）個工作小時的修理而無法使用；或
- (ii) 發現**受保汽車**遭人偷去，並且未能在四十八（48）個小時之內尋回。

本公司將負責安排及支付租用代用汽車所招致或必需招致的費用。最高支付為實際租車費用的80%，而每日最高賠償限額為港幣1,000元及每宗意外總賠償限額為港幣5,000元。

(j) 24小時賠償查詢服務

本公司設有24小時賠償查詢熱線，為受保人提供有關汽車保險賠償程序及怎樣作出索償報告。

(k) 24小時交通條例諮詢服務

本公司設有24小時交通條例諮詢熱線，為受保人提供有關香港交通條例的專業及正確的諮詢服務，本公司並不負責提供超越其能力範圍的資料及指導服務，亦不會就此導致的損失或損害承擔責任。

注意：

(a) 第(e)-(k)項服務由本公司所委任的服務機構提供，本公司毋須就受保人與此服務機構之間的任何爭議負責，受保人亦必須透過熱線電話8100 6803方可得到各項服務安排。

(b) 第(e)-(g)項服務只適用於香港特別行政區，除非有特別列明，每項服務限額為港幣2,000元。

**(20) 電車充電設備公眾責任額外保障**

電車充電設備公眾責任額外保障為本保單第(II)節保險的額外保障。

在符合載於或附隨於本文的條款、一般不承保事項及一般條件的規限下，本公司會彌償受保人或其授權司機下列事項在法律上應負責支付的一切款額：

- (i) 任何人的死亡或身體受傷；及 / 或
- (ii) 財產損毀；

而上述傷亡或財產損毀源自因受保汽車當時直接使用電車充電設備進行充電其間所造成或引致的意外引起。

(a) 責任限額

(i) 本公司在這項額外保障之下對任何索償人或任何數目的索償人的責任，就Tesla受保汽車直接使用電車充電設備進行充電所造成或引致的任何一宗意外，以及就任何一段期間的責任總額（包括本公司書面同意的所有訟費與開支），不得超過港幣10,000,000。

(ii) 本公司在這項額外保障之下對任何索償人或任何數目的索償人的責任，就非Tesla電動受保汽車直接使用電車充電設備所造成或引致的任何一宗意外，以及就任何一段期間的責任總額（包括本公司書面同意的所有訟費與開支），不得超過港幣5,000,000。

(b) 除外條款

本公司在本額外保障之下不會就以下事項負責：

(i) 受保人透過協議承擔的責任，但不論協議存在與否亦須負上的責任則除外。

(ii) 就下列各項的責任：

- a. 根據《僱員補償條例》（香港法例第 282 章）（經不時修訂）或取代該條例的任何法例所規定的死亡或身體受傷；或
- b. 任何人因受僱於受保人及在受僱工作期間因工死亡或身體受傷（包括疾病）；或
- c. 任何自僱人士及 / 或東主及 / 或分判商的僱員及 / 或受保人供應的工頭及工人及 / 或只供應勞工的分判商所僱用的人士及 / 或受保人聘請或借用的人士因受保汽車在意外當時直接使用電車充電設備所造成或引致的意外而導致的死亡或身體受傷（包括疾病）；或
- d. 屬於受保人家庭成員或與受保人共住的任何人的死亡或身體受傷（包括疾病），及在意外時受受保人指揮或控制的人士，或代表受保人行事的人士，或受聘於受保人的人士。

(iii) 就下列財產損失或毀壞的責任：

- a. (i) 屬於受保人的；或
- (ii) 由受保人、受保人的家庭成員或與受保人共住的人士、或任何受保人的僱員或代理人掌管、保管或控制的；或

(iv) 就下列各項的責任：

- a. 直接或間接由於滲漏、污染或玷污引致的人身傷害或身體受傷，或財產損失、毀壞或使用性的損失；或
- b. 移除、化除或清潔滲漏、污染或玷污物質的費用；或
- c. 罰款、罰金、懲罰性或懲戒性的損害賠償。

(v) 由下列項目直接或間接引起、導致或與之有關的任何性質損失、毀壞、費用或開支，不論是否同時受其他原因或事故影響，或與該項損失以任何次序接續發生：

- a. 任何放射性物質的放射性、毒性、爆炸性或其他危險或污染特性。本款的除外規定不延伸至核燃料以外的放射性同位素，條件是這些同位素的製備、運送、儲存或使用是作商業、農業、醫學、科學或其他類似的和平用途；或
- b. 任何化學、生物、生化或電磁武器。

(vi) 依據、源於、直接或間接因下列事項而導致、引致或與此有關的任何形式的所有索償及損失的相關責任：

- a. 石棉；或
- b. 任何涉及石棉的使用、存有、存在、檢測、移除、清除，又或因避免石棉、接觸石棉或可能接觸石棉，因而出現的任何實際或指稱的石棉相關傷害或損害。

(vii) 透過暴露於不論如何引致或產生的磁力、電力或電磁場或輻射而直接或間接引起或促成的任何索償或損失或法律責任的相關責任。

(viii) 任何人的死亡或身體受傷（包括疾病）的相關責任由本公司收到受保人索償的書面通知（列出索償的每一個遭受死亡或疾病的人士，每一個發生的地點及其每一情況）同日在《預防及控制疾病條例》（香港法例第 599 章）所列的傳染疾病直接或間接引致。

(ix) 由並非香港境內具有適當司法管轄權的法院初審頒佈或從該法院獲得的判決書所述的損害賠償，或任何索償人向受保人追討的但非在香港境內招致或可追討的訟費及開支。

(x) 由以下任何一項直接或間接而起或因其故障或不能運作所產生的任何索償涉及的責任：

- a. 電子電路、微晶片、集成電路、微處理器、嵌入式系統、硬件、軟件、韌件、程式、電腦、數據處理設備、電訊設備或系統，或任何類似裝置；或
- b. 與上述任何一項有關所用的媒體或系統。

不論是否受保人的財產，在任何時候為了達至使用任何數字、符號或字詞表示、表現或表達日期的任何或所有目的及其相應效果，包括但不限於由於以下任何一項或與其有關而不能或未能認出、捕捉、儲存、保留或恢復及 / 或正確地操控、解釋、傳送、返回、計算或處理任何日期、數據、資料、指令、邏輯或指示：

- i. 認出、使用或採用真實或正確日期、星期中之一日或時間；或

ii. 已經以程式寫入或以其他方式納入以上 (a) 和 (b) 所述的任何一項的任何指令或邏輯的運作。

(xi) 導致及 / 或促使意外的電車充電設備的設計、供應或製造所引起或引致的直接或後果性身體受傷及 / 或財產損毀的相關責任。

就充電設備公眾責任額外保障，下列詞彙應具有以下涵義:-

- (a) 受僱工作指下列為受保人的利益而工作的人士：(a) 根據與受保人訂立的僱用合約或學徒訓練合約而工作的人士或 (b) 不論是否與受保人的業務安排或交易有關或相關，受保人聘請或以其他方式向受保人借出或提供的人士或受保人借用的人士或 (c) 東主或自僱人士或 (d) 只供應勞工的分判商所僱用的人士；
- (b) 額外保障指電車充電設備公眾責任額外保障；
- (c) 電車充電設備指由在香港持有相關及有效的電工牌照的電工安裝的電車充電設備；
- (d) TESLA指特斯拉汽車香港有限公司 / Tesla Motors, Inc. 或其獲授權製造、供應及分銷Tesla牌子電動車輛的關聯公司；
- (e) Tesla受保汽車指保險附表中指明的受保汽車，按TESLA原廠規格或按照TESLA的配件、擋風玻璃及 / 或車窗的可選升級設備訂製；
- (f) 非Tesla電動受保汽車指使用電能作為動力驅動的車輛，而該車輛由TESLA以外的汽車生產商製造。

請剪下以下聯絡卡並隨身攜帶，以作應急之用。(只適用於私家車綜合保險)

 <b>大新保險</b> DAH SING INSURANCE	
Policy Number 保單編號	✓ <b>24-Hour Emergency Roadside Assistance</b> 24 小時緊急路面維修
<b>24</b> Hour Hotline 小時熱線	✓ <b>24-Hour Towing Service</b> 24 小時拖車
<b>8100 6803</b>	✓ <b>Alternate Car</b> 代用車支援
Applicable to Private Car Comprehensive Cover Only 只適用於私家車綜合保險	✓ <b>Windscreen / Sunroof On-site Repair</b> 擋風玻璃 / 天窗上門維修
Services available within the territory of Hong Kong only. Please provide your name, policy number and contact number when calling our 24-hour hotline. 只於香港境內生效。致電 24 小時熱線時，敬請提供姓名、保單號碼及聯絡電話。	✓ <b>24-Hour Advisory Service</b> 24 小時諮詢服務