

汽車保險



AssoCare | 保險系列

Private Motor Car
Insurance

POLICY 保單

IMPORTANT 注意

Please examine this Policy carefully. If there are any errors or if it does not meet your requirements, please contact **CMB Wing Lung Insurance Company Limited** ("the Company") or your Insurance Agent immediately.

請貴保戶詳細查閱此保單之內容，如有任何疑問，請從速與**招商永隆保險有限公司** ("本公司")或閣下之保險代理人聯絡。

Underwriting Agent:



UNION FAITH INSURANCE AGENCY LIMITED
聯誠保險代理有限公司

ROOM 702-4, 7/F., TOWER 1, CHEUNG SHA WAN PLAZA,
833 CHEUNG SHA WAN RD, LAI CHI KOK, KOWLOON
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Underwriter:



招商永隆保險
CMB WING LUNG INSURANCE

33/F, INFINITUS PLAZA,
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(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 contents and statements in the Proposal and Declaration.

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

(2) GENERAL DEFINITIONS

For the purpose of this Policy:

- (a) "The Company" means China Merchants Insurance Company Limited.
- (b) "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Car.
- (c) "Geographical Area" means the territories of Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the Motor Car by sea (including incidental loading or unloading) by a craft designed for the carriage of motor cars.
- (d) "The Insured" means the person specified as such in the Schedule.
- (e) "Named Driver" means the person, if any, specified as such in the Schedule.
- (f) "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.
- (g) "The Motor Car" means the motor car specified in the Schedule.
- (h) "The Policy" means this Private Motor Car Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (i) "The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (j) "The Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.
- (k) In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

(3) OPERATIVE INSURANCE COVER

- (a) Where the "Operative Insurance Cover" in the Schedule is stated to be "Comprehensive", 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", only Section (II) of this Policy is operative.

(4) LIMITATIONS AS TO USE OF THE MOTOR CAR

The insurance coverage under any part of this Policy is operative only when the Motor Car is used for social domestic and pleasure purposes or for the Insured's business or profession.

This Policy will not operate when the Motor Car is used for hire or reward racing pacemaking reliability trial speed testing or used for any purpose in connection with the Motor Trade.

(5) SECTION (I) INSURANCE - AGAINST LOSS OF OR DAMAGE TO THE MOTOR CAR

- (a) The Company will indemnify the Insured against loss of or damage to the Motor Car and/or its accessories and/or its spare parts whilst thereon. The Company may, at its option, repair reinstate or replace the Motor Car and/or its accessories and/or its spare parts or pay in cash the amount of such loss or damage.

The Company's indemnity pursuant to this paragraph 5(a) is limited to:

 - (i) the reasonable market value of the Motor Car at the time of its loss or damage; or
 - (ii) the Insured's Estimated Value of the Motor Car as specified in the Schedule whichever is the lesser amount.
- (b) If the Motor Car is disabled by reason of loss or damage insured by this Policy, the Company will additionally pay the reasonable cost of:
 - (i) protection and removal of the Motor Car to the nearest repairer; and
 - (ii) redelivery after repair to the Insured's address within the Geographical Area where the loss or damage was sustained;provided that the amount recoverable hereunder shall not exceed 20% of the agreed cost of repairs to the Motor Car.
- (c) In the event of loss of or damage to the Motor Car and/or its accessories and/or its spare parts necessitating the supply of a part not obtainable from stock held in the Geographical Area in which the Motor Car is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part will be limited to the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Geographical Area in which the Motor Car is held for repair or, if no such catalogue or price list exists, the price last obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the Geographical Area in which the Motor Car is held for repair and the amount of the relative import duty and the reasonable cost of fitting such part.

(6) SPECIAL CONDITIONS APPLICABLE TO SECTION (I) INSURANCE

- (a) If at the Insured's request a Hire Purchase Owner has been specified in the Schedule or in a Memorandum endorsed hereon, any payment in cash by the Company in respect of loss of or damage to the Motor Car shall be made to the Hire Purchase Owner so specified whose receipt shall be a full and final discharge of all liability of the Company in respect of such loss or damage.
- (b) The Insured may authorize the repair of the Motor Car necessitated by damage for which the Company may be liable under this Policy provided that:
 - (i) the estimated cost of such repair does not exceed HK\$2,000.
 - (ii) the Company is furnished forthwith a detailed estimate of the repair cost; and
 - (iii) the Insured shall give the Company every assistance to see that such repair is necessary and the charge is reasonable.
- (c) Where repair cost to the Motor Car is the subject of a claim under Section (I), the Company shall have a right of veto concerning a proposed place of repair or repair firm.

(7) SPECIAL EXCEPTIONS TO SECTION (I) INSURANCE

The Company will not be liable in respect of:

- (a) consequential loss;
- (b) depreciation wear and tear mechanical or electrical breakdown failure or breakage;
- (c) damage to tyres unless damage is caused to other parts of the Motor Car at the same time; and
- (d) any claims excesses applicable to Section (I).

(8) CLAIMS EXCESSES APPLICABLE TO SECTION (I) INSURANCE

- (a) **General Excess**

In respect of any Event giving rise to a claim (other than an Event of theft or attempted theft), the Company will not be liable for the first amount of such claim specified in the Schedule as "General Excess".
- (b) The first amount of any claim for which the Company is not liable pursuant to paragraph 8(a) will be increased if at the time of the occurrence of the Event giving rise to the claim:

- (i) **Unnamed Driver Excess**
the Motor Car is being driven by a person other than a "Named Driver" specified in the Schedule, by an additional amount by way of the excess specified in the Schedule as "Unnamed Driver Excess";
 - (ii) **Young Driver Excess**
the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the excess specified in the Schedule as "Young Driver Excess";
 - (iii) **Inexperienced Driver Excess**
the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the excess specified in the Schedule as "Inexperienced Driver Excess";
 - (iv) **Parking Damage Excess**
the Motor Car is parked, by an additional amount by way of the excess specified in the Schedule as "Parking Damage Excess".
- (c) **Theft Loss Excess**
In respect of any claim arising out of theft or attempted theft of the Motor Car, the Company will not be liable for the first amount of each claim specified in the Schedule as "Theft Loss Excess".
- (d) In the event of a claim under Section (I):
- (i) if paragraph 8(c) is applicable, then paragraphs 8(a) and 8(b) will not be applicable;
 - (ii) if paragraph 8(a) and any or more of sub-paragraphs 8(b)(i), 8(b)(ii), 8(b)(iii) and 8(b)(iv) are applicable, the first amount of such claim for which the Company is not liable will be calculated cumulatively;
 - (iii) if the expenditure incurred by the Company shall include any amount for which the Company is not liable pursuant to paragraphs 8(a), 8(b), or 8(c), the Insured shall forthwith repay such amount to the Company.
- (e) The provisions of paragraphs 8(a) and 8(b) shall not apply to loss of or damage to the Motor Car caused by fire self-ignition lightning or explosion which arises independently and not out of any preceding accident involving the Motor Car.

(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:

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

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

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

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

- (i) HK\$100,000,000 in respect of death of or bodily injury to any person pursuant to sub-paragraph 9(i); and
- (ii) HK\$2,000,000 in respect of damage to property pursuant to sub-paragraph 9(ii).

Where this Policy insures more than one Motor Car, the limitations of the Company's indemnity will nevertheless apply irrespective of the number of insured Motor Cars that may be involved in the same Event.

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

(11) SPECIAL CONDITIONS APPLICABLE TO SECTION (II) INSURANCE

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

(12) SPECIAL EXCEPTIONS TO SECTION (II) INSURANCE

The Company will not be liable:

- (a) to indemnify any person claiming to be indemnified:
 - (i) unless such person shall observe fulfill and be subject to the terms and conditions of this Policy in so far as they can apply; or
 - (ii) if such person is entitled to indemnity under any other insurance policy;
- (b) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
 - (i) any person (including the Insured) claiming to be indemnified under Section (II); or
 - (ii) the employer of any person (including the Insured's) claiming to be indemnified under Section (II);
- (c) in respect of damage to property belonging to or held in trust by or in the custody or control of:
 - (i) 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 Special Administrative Region;
- (e) any claims excesses applicable to Section (II).

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

(a) **Third Party Property Damage Excess**

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

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

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

- (c) In the event of a claim under Section (II):
- (i) if paragraph 13(a) and any or more of sub-paragraphs 13(b)(i), 13(b)(ii) and 13(b)(iii) are applicable, the first amount of such claim for which the Company is not liable will be calculated cumulatively;
 - (ii) if the expenditure incurred by the Company shall include any amount for which the Company is not liable pursuant to paragraphs 13(a) and 13(b), the Insured shall forthwith repay such amount to the Company.

(14) AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the Company is obliged by the laws of any country within the Geographical Area or by virtue of any agreement between the Company and The Motor Insurers' Bureau of Hong Kong to pay an amount for which the Company would not otherwise be liable under this Policy the Insured and any other person on whose account the payment is made shall forthwith repay such amount to the Company.

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

The Company will pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by the Insured or the Insured Driver (other than the Insured) or any occupant of the Motor Car as the direct and immediate result of an accident to the Motor Car, provided always that the Company's liability under Section (III) arising out of any Event shall not exceed HK\$2,000.

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

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

Periods of Insurance	The Discount (On Renewal Premium)
One year	20%
Two consecutive years	30%
Three consecutive years	40%
Four consecutive years	50%
Five or more consecutive years	60%

- (b) If a claim has been made or has arisen under this Policy during a period of insurance of which the Discount is 40% or less, the Discount shall be forfeited.
If a single claim has been made or has arisen under this Policy during a period of insurance of which the Discount is 50% or 60%, the said Discount shall be reduced at the next renewal to 20% or 30% respectively, but if more than one claim has been made or has arisen, the Discount shall be forfeited.
- (c) For the avoidance of doubt, any claim made under any part of this Policy during a period of insurance shall result in cancellation or reduction of the Discount pursuant to paragraph 16(b) notwithstanding any assertion or allegation that the Insured and/or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the Event resulting in the claim under this Policy.
- (d) In the event of a transfer of interest in the Policy with the Company's prior consent from one Insured to another the claim-free period of qualification for the Discount so far as it affects the new Insured shall commence afresh with effect from the date of transfer, and the original Insured shall retain his right to the Discount earned up to the date of transfer which right is applicable to any motor insurance policy taken out by the original Insured on any one private motor car within 12 months of the date of transfer.
- (e) If more than one Motor Car is insured under this Policy, the Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Car.

(17) GENERAL EXCEPTIONS

- (a) The Company will not be liable under this Policy in respect of:
- (i) any accident loss damage or liability caused sustained or incurred:
 - (1) outside the Geographical Area;
 - (2) whilst on the Insured's order or with his permission or to his knowledge the Motor Car in respect of which indemnity is provided by this Policy is being used otherwise than in accordance with the Limitations As To Use Of The Motor Car, or is being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;
 - (ii) any accident loss damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:
 - (1) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power;
 - (2) strike riot civil commotion; or
 - (3) detention seizure confiscation or any attempt thereof;
 or by any direct or indirect consequences of any of the said occurrences;
 - (iii) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
 - (iv) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this sub-paragraph 17(a)(iv), combustion shall include any self-sustaining process of nuclear fission; and
 - (v) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
 - (vi) any accident loss damage or liability caused sustained or incurred when the Motor Car is being driven for police purposes by, or under the direction of, any police officer.

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

(b) Driving under the influence of Drink or Drugs Exclusion

The Company will not be liable under this Policy in respect of any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being driven by, or is in the charge of, or is under the control of the Insured or Insured Driver:

- (i) who is convicted of an offence for being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Car; or
- (ii) when the proportion of alcohol in his breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap.374) as may be amended from time to time or any legislation which replaces the same; or
- (iii) who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, blood, or urine for testing or analysis as required by law.

(c) War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (i) and/or (ii) above.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the Insured.

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

(d) Terrorism Exclusion for Contamination & Explosives

It is agreed that, regardless of any contributory causes, this policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

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

due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of (i) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

(e) I.T. Clarification Clause

Property damage covered under this policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the followings are excluded from this policy:

- (i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- (ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

(f) Cyber Loss Absolute Exclusion Clause

(i) Notwithstanding any provision to the contrary within this Policy, this Policy excludes any Cyber Loss.

(ii) Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- (1) the use or operation of any Computer System or Computer Network;
- (2) the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- (3) access to, processing, transmission, storage or use of any Data;
- (4) inability to access, process, transmit, store or use any Data;
- (5) any threat of or any hoax relating to (1) to (4) above;
- (6) any error or omission or accident in respect of any Computer System, Computer Network or Data.

(iii) Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

(iv) Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

(v) Data means information used, accessed, processed, transmitted or stored by a Computer System.

(vi) When this clause forms part of a reinsurance contract, Insured shall be amended to read as Original Insured.

(g) Sanction Limitation and Exclusion

The Company shall not provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

(18) GENERAL CONDITIONS

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

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

(c) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified without the prior written consent of the Company which shall be entitled to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for the Company's own benefit any claim for indemnity or damages or otherwise and the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require.

(d) The Insured shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Car shall be excluded from the scope of indemnity granted by this Policy.

(e) The Company may cancel this Policy by giving seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate 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 as per table specified below for the period the Policy has been in force.

Period of Insurance already covered		Refund Premium
Not Exceeding	One month	80% of premium paid
	Two months	70% of premium paid
	Three months	60% of premium paid
	Four months	50% of premium paid
	Five months	40% of premium paid
	Six months	30% of premium paid
	Eight months	20% of premium paid
	Over Eight months	No refund

- (f) If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this paragraph 18(f) shall impose on the Company any liability from which but for this paragraph 18(f) it would have been relieved pursuant to sub-paragraph 12(a)(ii).
- (g) All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hongkong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- (h) Any person or entity who is not a party to this Policy shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Policy.
- (i) This Policy is subject to the exclusive jurisdiction of Hong Kong Special Administrative Region and is to be construed according to the laws of Hong Kong Special Administrative Region.

(19) FREE EXTRA BENEFITS (Applicable to Policy with Comprehensive Insurance Cover ONLY)

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

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

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

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

(b) **No Claim Discount Protection**

If the total claims incurred under any section of the Policy in any one period of insurance does not exceed HK\$60,000 or 15% of the Insured's Estimated Value of the Motor Car as specified in the Schedule after the application of any excess whichever is the lesser amount, the Insured will, upon renewal with the Company immediately subsequent, be entitled to the same percentage of No Claim Discount as under the current Policy. It is hereby noted and agreed that all claims will be accounted for in the event the No Claim Discount is to be transferred to any other insurance company.

(c) **Windscreen Protection**

In respect of isolated loss or damage (excluding any defects of the manufacturer) occasioned to the front windscreen and/or rear window and/or any side windows, excluding any mirrors, sun or glass roofs of any kind of the Motor Car where the repair cost thereof does not exceed HK\$3,000, the claims excesses under paragraph 8 of Section (I) of the Policy will not be applicable.

It is further noted and agreed that any claim made under this Benefit will not be, for the purpose of applying No Claim Discount Protection, accounted for in the calculation of the claims settlement in any one period of insurance. However, all claims will be accounted for in the event that the No Claim Discount is to be transferred to any other insurance company.

(d) **Motor Assistance Service**

24-Hour Assistance Service Hotline : 2861 9299
(for service in the HKSAR only)

■ Upon calling, the Insured must provide his policy details ■

The Company, through the service of Inter Partner Assistance Hong Kong Limited ("IPA"), will provide assistance to the Insured or the Named Driver in case of the following vehicle emergency situations:

(i) **Alternate Vehicle**

In the event of the Motor Car is

- (1) immediately immobilised, unfit and unsafe to be driven due to an accident (other than Mechanical Breakdown or any repair) to the Motor Car which requires a repair exceeding 48 repairing hours; or
 - (2) discovered stolen and is not found within 48 hours after such discovery,
- the Company, at the request of the Insured, will arrange and pay for the supply of an alternate vehicle of similar make and model through an independent car rental company nominated by IPA provided that
- (a) in the event of immobilisation case, the towing of the Motor Car subsequent to an accident must be directly arranged by IPA or the Insured must obtain the prior consent from IPA before arranging the towing of the Motor Car by any other party;
 - (b) in the event of the Motor Car being stolen, immediate notification to the Company is required and the Police Report confirming the date and time of loss shall be produced;
 - (c) the make and model of the alternate vehicle are at the discretion of IPA and may not be identical to the Motor Car;
 - (d) the Company or IPA is not responsible for the delivery of the alternate vehicle;
 - (e) only the Insured or the Named Driver specified in the Schedule can be registered as the driver of the alternate vehicle. If the Insured is not a natural person, its authorised driver can be registered as the driver of the alternate vehicle;
 - (f) the Insured or the Named Driver shall upon claiming for this Benefit comply with the terms and conditions of the car rental company;
 - (g) the Insured or the Named Driver is responsible for 20% of the car rental expense.

This Benefit will terminate whenever the repair of the Motor Car is duly completed or the stolen Motor Car is recovered in normal condition and handed over to the Insured.

The maximum liability of the Company under this Benefit is HK\$5,000.00 each and every case with a daily limit not exceeding HK\$1,000. Any collision damage charge, optional addition insurance or cost of fuel shall be borne by the Insured or the Named Driver directly and entirely.

(ii) **24-Hour Emergency Roadside Assistance**

If the Motor Car is immobilised, unfit or unsafe to be driven due to an accident or Mechanical Breakdown, the Company, at the request of the Insured or the Named Driver, will arrange through the service of IPA and pay up to HK\$2,000 for the emergency roadside repair service excluding the costs of any parts or accessories and fuel.

Under this circumstance, the Motor Car must not be left unattended prior to the arrival of the provider of the repair service.

In the event of adverse conditions beyond the control of the Company, the Company reserves the right to suspend the services provided under this Benefit.

(iii) **24-Hour Emergency Towing Assistance**

If the Motor Car is immobilized, unfit or unsafe to be driven and is beyond repair at the roadside due to an accident or Mechanical Breakdown, the Company will arrange through the service of IPA and pay up to HK\$2,000 for the Motor Car to be towed to the nearest repairer or to a place nominated by the Insured or the Named Driver.

In the event of adverse conditions beyond the control of the Company, the Company reserves the right to suspend the services provided under this Benefit.

(iv) **24-Hour Claim Advisory Service**

The Insured may call the 24-Hour Assistance Service Hotline to report claim or to get advice on general claim procedures.

(v) **24-Hour Legal Advisory Service**

The Insured may call the 24-Hour Assistance Service Hotline to obtain general information on Hong Kong traffic regulations. However, IPA is not liable to provide information or advice beyond its capacity or for any loss or damage resulting therefrom.

For the purpose of this Motor Assistance Service specified above, Mechanical Breakdown shall mean any unforeseen and unavoidable malfunction of the engine of the Motor Car and does not include any breakdown of the security system.

No responsibility shall be held by the Company or IPA for any act or failures to act on the part of the professionals such as, and not limited to, garages and towing companies.

(20) CLAUSES AND WARRANTIES

The following Clause will not have effect unless specially indicated in the Schedule of the Policy or by Endorsement subsequently attached hereto:

M022A Anti-Theft Alarm Clause

It is a condition precedent to liability of the Company for theft loss under Section (I) of this insurance that:

- (a) the Motor Car must be fitted with an anti-theft alarm system approved by the Company, and that no withdrawal, alteration or variation of the system, or any structural alteration which may affect the system, shall be made without the consent of the Company;
- (b) the anti-theft alarm system shall have been put into full and effective operation at all times when the Motor Car is left unattended;
- (c) the anti-theft alarm system shall have been maintained in good order throughout the currency of this insurance.

IMPORTANT NOTES : The Premium will be revised if the No Claim Discount declared by you differs from that subsequently confirmed by your existing / previous insurance company.

SAMPLE

IMPORTANT

- The Insured must provide his policy particulars for verification upon calling the Hotline.
- The 24-hour motor assistance services apply within the territory of Hong Kong.
- No responsibility shall be held by the Company or IPA for any act or failures to act on the part of the professionals such as, and not limited to, garages, towing companies.

**24-Hour Motor
Assistance Service Hotline**

2861 9299
(for service in the HKSAR only)

The following clauses are applicable to policies effective on or after 1 Jan 2024.

code	Clause wording
F104B	<p><u>SANCTION LIMITATION AND EXCLUSION</u></p> <p>The Company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America or any jurisdiction applicable to the Company.</p>
F154A	<p><u>NUCLEAR ENERGY RISKS EXCLUSION CLAUSE</u></p> <p>This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and / or by way of reinsurance and / or via Pools and / or Associations.</p> <p>For all purposes of this agreement Nuclear Energy Risks shall mean all first party and / or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:</p> <p>(I) All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.</p> <p>(II) All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for: (a) the generation of nuclear energy or (b) the Production, Use or Storage of Nuclear Material.</p> <p>(III) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association.</p> <p>(IV) The supply of goods and services to any of the sites, described in (I) to (III), above unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.</p> <p>Except as undernoted, Nuclear Energy Risks shall not include:</p> <p>(i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment).</p> <p>(ii) any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (i) above.</p> <p>Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.</p> <p>However, the above exemption shall not extend to:</p> <p>(1) The provision of any insurance or reinsurance whatsoever in respect of: (a) Nuclear Material, (b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.</p> <p>(2) The provision of any insurance or reinsurance for the undernoted perils: - fire, lightning, explosion, - earthquake, - aircraft and other aerial devices or articles dropped therefrom, - irradiation and contamination, - any other peril insured by the relevant local Nuclear Insurance Pool and / or Association,</p> <p>in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.</p> <p>Definitions "Nuclear Material" means:</p> <p>(i) nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and</p> <p>(ii) Radioactive Products or Waste.</p> <p>"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.</p>



	<p>"Nuclear Installation" means:</p> <ul style="list-style-type: none"> (i) any Nuclear Reactor, (ii) any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and (iii) any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material. <p>"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.</p> <p>"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.</p> <p>"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.</p> <p>"High Radioactivity Zone or Area" means:</p> <ul style="list-style-type: none"> (i) for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and (ii) for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.
F071A	<p><u>INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE</u></p> <p>This insurance does not cover any liability for</p> <ul style="list-style-type: none"> (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, provided always that this paragraph (a) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance. (b) The cost of removing, nullifying or cleaning-up seepage, polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance. (c) Fines, penalties, punitive or exemplary damages. <p>This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this Clause not been attached.</p>
L105A	<p><u>WAR AND/OR CIVIL WAR EXCLUSION CLAUSE</u></p> <p>Any liability assumed by the Company on loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.</p>
L004B	<p><u>ASBESTOS EXCLUSION CLAUSE</u></p> <p>Notwithstanding anything contained to the contrary, this contract does not apply to and does not cover any actual or alleged liability for Bodily Injury (including illness, disease or death), Personal Injury or Property Damage (including loss of use of property) directly or indirectly contributed to, arising out of or resulting from:</p> <ul style="list-style-type: none"> a) mining, processing, testing, remediation, transportation, disposal, sale, use, removal, distribution and/or storage of asbestos or any materials containing asbestos; b) manufacture of asbestos products; c) the existence of or exposure to asbestos or asbestos containing materials. <p>The above subsections (a), (b) & (c) exclusion apply only to those claims arising in consequence of inhalation and/or ingestion of asbestos fibre or damage to or loss of use of property due to the presence of asbestos or any materials containing asbestos in whatever form or quantity.</p>
M036A	<p><u>CHEMICAL OR BIOLOGICAL SUBSTANCES EXCLUSION (MOTOR)</u></p> <p>The Company will not be liable under this Policy in respect of any claims directly or indirectly occasioned by, resulting from or in connection with any chemical or biological substances which are not used for peaceful means.</p>



2024年新增條款的中文譯本。

<p>F104B</p>	<p>制裁責任限制及除外條款</p> <p>保險人不得視為提供任何保險，及不會承擔任何賠償或提供任何利益之責任，若就所提供的保險及支付任何賠償款項或利益責任可能使保險人受到聯合國決議的任何制裁、禁令或限制、或遭受歐盟、英國或美國的貿易或經濟制裁，或違反歐盟、英國或美國的法律或法規或適用</p> <p>於本公司的任何司法管轄範圍的法律或規例下的制裁、禁制或限制。</p>
<p>F154A</p>	<p>核能風險除外條款</p> <p>本合同不包括核能風險，無論這種風險是否是直接承保和，無論這種風險是否是直接承保和/或通過再保險方式 /或通過再保險方式，和/或通 過核集團和/或通過任何協會方式承接的 /或通過任何協會方式承接的。</p> <p>在此協定所有情況下，核能風險的含義是指下列情況所有關於第一者和/或第三者的保 險與再保險（有別于雇員的賠償責任與雇主責任）：</p> <p>(1) 除核電站外，其他地點的核反應爐核電站現場所有財產、反應堆建築、工廠和 設備。</p> <p>(2) 在任何場所的一切財產（包括但不限於（1）中所指的現場），用來或正用於</p> <p>a) 核能的生產</p> <p>b) 核材料的生產使用或儲存。</p> <p>(3) 適合有關核集團和/或協會承保的其他所有財產，但僅限於當地集團與協會所 要求範圍內的財產。</p> <p>(4) 為上述（1）至（3）中所說明的所有場所中提供的貨物與服務，除非本保險和 /或再保險不包括核材料造成的放射與污染的危險。</p> <p>除非另有規定，核能風險不包括</p> <p>1) 有關上述（1）至（3）項中說明的有關財產的建築、建造、安裝、更換、修理、維 修或拆除的任何保險與再保險（包括承包人的工廠和設備）；</p> <p>2) 任何不包括在上述（1）項的範圍內的機損險，或其他工程保險或再保險； 上述條款以所涉及的保險與再保險不包括由放射性材料造成的輻射與污染的風險為前 提。</p> <p>但上述的除外不使用於下列情況</p> <p>1. 任何關於下列物品的保險與再保險的規定：</p> <p>a) 核材料</p> <p>b) 從核材料引進、反應堆安裝或核燃料裝載起、或與當地核保險集團及或專業協會條 約所認定的第一臨界狀態的高放射區或各核設備區中所涉及的任何財產。</p> <p>2. 涉及以下風險的任何保險、再保險規定：</p> <p>-火災、閃電、爆炸；</p> <p>-地震；</p> <p>-飛機、其他航空器及其墜落（或脫離）的物體；</p> <p>-輻射和放射性污染</p> <p>-當地核保險集團或協會承保的其他風險；</p>



	<p>以及從核材料引入這些地區後，再上述（1）中沒有說明的直接涉及生產、使用、儲存 的其他財產。</p> <p>定義</p> <p>“核材料”含義是：</p> <p>(1) 除了自然鈾核廢棄鈾，在核反應爐之外，自身或與其他材料相結合，或通過自 身進行核裂變的連鎖方式產生能量的核燃料。</p> <p>(2) 放射性產品或廢料</p> <p>“放射性產品或廢料”含義是：</p> <p>任何放射材料生產的產品，或任何因暴露給核燃料生產與使用所產生的輻射而產生放射 性的材料，但不包括已</p> <p>經達到製造最後階段，可作科研、醫學、農業、商業與工業等用途的放射性同位素，這 些同位素對任何</p> <p>“核設備”含義是：</p> <p>(1) 任何核反應爐；</p> <p>(2) 任何使用核燃料生產的工廠或任何進行核材料處理的工廠，包括放射性核燃料 再處理的工廠；</p> <p>(3) 任何進行儲存核材料的裝置，但包括因運送這些材料而進行的存儲。</p> <p>“核反應爐”含義是：</p> <p>在沒有新增加中子源的情況下，能夠發生核裂變，自我維繫連鎖反應，裝配有核燃料的 任何結構。</p> <p>“生產、使用與儲藏核材料”是指核材料的生產、製造、濃縮、加工、再加工、使用、 儲存、處理和清除等。</p> <p>“財產”是指所有土地、建築、結構、工廠、設備、車輛和所裝內容（包括但不限於液 體和氣體）和所有材料，無論有無固定稱謂。</p> <p>“高放射性區或區域”含義是：</p> <p>(1) 對原子能電站和反應堆：直接包含反應堆芯（支架和遮罩）和所有的內容、燃 料元素、控制棒和放射燃料儲存容器與支架結構；</p> <p>(2) 對非反應堆設備：放射程度需要對生物加以保護的任何區域。 本附加條款與主條款內容相悖之處，以本附加條款為準；未盡之處，以主條款為準。</p>
<p>F071A</p>	<p><u>工業滲漏、污染及污損除外不保附加條款</u></p> <p>本公司對下列事項，不負賠償責任：</p> <p>(a) 因滲漏、污染或污損所直接或間接導致之人身或身體的傷害、財產的損失、毀 損或功能喪失。但在保險期間內，若因突發不可預料的意外事故所引起滲漏、污染 或污損，導致人身或身體的傷害或有形財產的實質損失、毀損或功能喪失，不在此 限。</p>



	<p>(b) 為去除、廢棄或清理滲漏、污染或污損之污染物所產生的費用。但在保險期間內，因突發不可預料的意外事故所引起滲漏、污染或污損，不在此限。</p> <p>(c) 任何罰金、罰款、懲罰性或具懲戒性質的賠償金。</p> <p>本條款不擴大承保任何非屬於原保險單之責任。</p>
L105A	<p>戰爭除外條款</p> <p>本保單不會就戰爭、侵略、外敵行為、敵對行為或類似戰爭行動（無論有否宣戰）、內戰、叛變、暴亂或民眾騷亂（除非於個別章節註明）、兵變、起義、叛亂、革命、軍權或政權篡奪、軍法統治、任何政府或公共或地方機關對財產實施或頒令將其充公或收歸國有或徵用或毀壞或損毀作出賠償</p>
L004B	<p>石棉不承保條款</p> <p>儘管本保單載有相反的條文，本保險不適用及不保障由以下直接或間接促成，所產生的或造成的任何實際或聲稱的身體受傷（包括病患，疾病或死亡），人身傷害或財產損毀（包括財產的損失使用功能）：</p> <p>a) 開採、加工、檢測、修復、運輸、處理、銷售、使用、移除、分發和/或存儲石棉或任何含有石棉的材料；</p> <p>b) 生產石棉製品；</p> <p>c) 處身於或暴露在石棉或含有石棉材料。</p> <p>上述 a), b)及 c)不保事項僅適用於以任何形式或數量的石棉或含有石棉的物質之存在，因吸入及/或攝入石棉纖維而引起的財物損毀或損失使用功能的索賠。</p>
M036A	<p>化學或生物物質除外條款（私家車）</p> <p>對於任何非用於和平目的的化學或生物物質直接或間接引起、導致或與之相關的任何索賠，本公司將不會承擔責任。</p>

Notice to Customers relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)

In compliance with the Personal Data (Privacy) Ordinance, CMB Wing Lung Insurance Company Limited (“the Company”) would wish to inform you of the following:

1. From time to time, it is necessary for customers, potential customers and various other individuals (including without limitation applicants for insurance products and services, insured, claimant, sureties, guarantors, shareholders, directors, officers and managers of corporate customers or applicants, and sole proprietors or partners of applicants and other contractual counterparties) (collectively, “data subjects”) to supply products or services, administration of policies and other insurance and financial services.
2. Failure to supply such data may result in the Company being unable to process the insurance applications or continue to provide the insurance products or services and/or the related services for its customers.
3. The purposes for which data relating to a data subject may be used will vary depending on the nature of the data subject’s relationship with the Company, which may comprise all or any one or more of the following purposes:
 - (i) processing and evaluating applications for insurance products and services, arranging a contract of insurance and managing the account of data subject;
 - (ii) providing insurance products and services to data subject and processing request made by data subject in relation to the insurance products and services offered by the Company, including but not limited to alteration, variation, cancellation or renewal of any insurance related products or services;
 - (iii) processing, adjudicating and defending insurance claims as well as conducting any incidental investigation;
 - (iv) exercising any right of subrogation;
 - (v) performing functions and activities incidental to the provision of insurance products and services such as identity verification, data matching and reinsurance arrangements;
 - (vi) exercising the Company’s rights in connection with the provision of insurance products and services to data subject from time to time;
 - (vii) conducting market, service or product analysis or researching; designing, developing or improving insurance products and services of the Company for data subjects’ use;
 - (viii) marketing services, products and other subjects (in respect of which the Company may or may not be remunerated) (please see further details in paragraph 5 below);
 - (ix) verifying data subjects’ identities with the bank of any merchant in connection with any credit card payment or transaction;
 - (x) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or Affiliated Companies (defined in paragraph 10) that it is expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers that is assumed by or imposed on the Company or Affiliated Companies by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations of insurance or financial services providers;
 - (xi) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Affiliated Companies and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xii) enabling an actual or proposed assignee of the Company (including their legal, accounting and/or commercial advisers), or participant or sub-participant of the Company’s rights in respect of the data subjects (including legal, accounting and/or commercial advisers to such participant or sub-participant) to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xiii) for reasonable internal management purposes (including without limitations, the defence of claims and the monitoring of the quality and efficiency of services offered or provided by the Company and Affiliated Companies; and
 - (xiv) purposes relating thereto.
4. The data of a data subject may be processed, kept and transferred or disclosed in and to any country (in or outside Hong Kong) as the Company, or Affiliated Companies or any of the transferees contemplated in paragraph 3 may consider appropriate for the purposes set out under paragraph 3. Such data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) to which the Company Affiliated Companies and/or such contemplated transferees are subject to the applicable jurisdiction (inside or outside Hong Kong). Data held by the Company relating to data subjects will be kept confidential but the Company is authorized to provide the data of a data subject to the following parties whether inside or outside Hong Kong for the purposes set out in paragraph 3:
 - (i) any agent, contractor or third party service provider who provides administrative, management, telecommunications, computer, payment, security, custodian, investigation, debt collection, customer due diligence, anti-money laundering screening or other services to the Company in connection with the operation of its business as well as other services related to the provision of insurance products and services such as medical service providers, emergency assistance service providers, mailing houses, IT service provider, loss adjusters, claim investigators, debt collection agencies and professional advisers;
 - (ii) insurance intermediaries of the data subject;
 - (iii) insurance reference bureaus or credit reference agencies;
 - (iv) reinsurers or reinsurance companies with whom the Company has or proposes to have dealings;
 - (v) any other person under a duty of confidentiality to the Company or Affiliated Companies which has undertaken to keep such information confidential;
 - (vi) any person to whom the Company or Affiliated Companies is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or Affiliated Companies, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers with which the Company or Affiliated Companies is expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or Affiliated Companies with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of insurance or financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;

- (vii) any actual or proposed assignee of the Company (including their legal, accounting and/or commercial advisers) or participant or sub-participant or transferee of the Company's rights (including their legal, accounting and/or commercial advisers) in respect of the data subject;
- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the data subjects' obligations;
- (ix) the bank of any merchant in connection with any credit card payment or transactions for the purpose of verifying the identity of the cardholder;
- (x) any Affiliated Companies in Hong Kong or other jurisdiction(s);
- (xi) (1) third party financial institutions, insurers, credit card companies, securities and investment services providers;
- (2) third party reward, loyalty, co-branding and privileges programmes providers;
- (3) co-branding partners of the Company and Affiliated Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
- (4) charitable or non-profit making organizations; and
- (5) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph 3(viii); and
- (xii) any other person (1) where public interest requires; or (2) with the express or implied consent of the data subject.

5. USE OF DATA IN DIRECT MARKETING

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Company from time to time may be used by the Company in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Company and/or:
 - (1) Affiliated Companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Company and Affiliated Companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Company also provides and/or intends to provide the data described in paragraph 5(i) above to all or any of the persons described in paragraph 5(iii) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose;
- (v) the Company may receive money or other property in return for providing the data to the other persons in paragraph 5(iv) above and, when requesting the consent of the data subject or no objection as described in paragraph 5(iv) above, the Company will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish the Company to use or provide to other persons his/her data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Company.

- 6. Under and in accordance with the terms of the Ordinance, any data subject has the right:
 - (i) to check whether the Company holds data about him and access to such data;
 - (ii) to require the Company to correct any data relating to him which is inaccurate; and
 - (iii) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company.
- 7. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
- 8. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is:

The Data Protection Officer
 CMB Wing Lung Insurance Company Limited
 33/F, Infinitus Plaza, 199 Des Voeux Road Central Hong Kong
 Fax: 2526 7045
- 9. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.
- 10. In this Notice, Affiliated Companies include
 - (a) the Company's successor;
 - (b) any subsidiary undertaking, related company, associated company, direct and/or indirect parent undertaking of the Company;
 - (c) any subsidiary undertaking of any such parent undertaking;
 - (d) any related company of (a), (b) and (c) above; and
 - (e) any associated company of (a), (b) and (c) above;

The expressions "subsidiary undertaking", "parent undertaking" and "undertaking" bear the meanings under the Companies Ordinance (Cap.622)

11. In case of any discrepancy between the English and Chinese versions, the English version prevails.

January 2023

關於個人資料（私隱）條例（「該條例」）致客戶的通知

遵照個人資料（私隱）條例的規定，招商永隆保險有限公司（「本公司」）現通知閣下以下事項：

1. 客戶、潛在客戶及其他個人（包括但不限於保險產品及服務的申請人、受保人、索償人、擔保人、保證人、公司客戶或申請人的股東、董事、高級職員及管理人員、申請人的獨資經營者或合夥人以及其他合約對手方）（統稱「資料當事人」）須不時就各種事項向本公司提供有關的資料包括但不限於申請及提供保險或金融產品或服務、管理保單及其他保險及金融服務。
2. 若未能向本公司提供該等資料，可能導致本公司無法為客戶處理保險申請或繼續提供保險產品或服務及/或其他相關服務。
3. 視乎資料當事人與本公司的關係的性質，資料當事人的資料可被用作包含下列全部或其中任何一項或多項的用途：
 - (i) 處理及評估保險產品及服務的申請、安排保險合約及管理資料當事人的賬戶；
 - (ii) 向資料當事人提供保險產品及服務及處理資料當事人對本公司提供的保險產品及服務提出的要求，包括但不限於任何相關保險產品或服務的更改、變更、取消或續期；
 - (iii) 處理、判定保險索償及就保險索償抗辯，包括進行任何附帶調查；
 - (iv) 行使任何代位權；
 - (v) 執行與所提供的保險產品及服務附帶的功能及活動，如核實身份，核對資料及再保險安排；
 - (vi) 行使本公司因不時向資料當事人提供的保險產品及服務而享有的權利；
 - (vii) 進行市場、服務或產品的分析或研究、設計、發展或改善本公司供資料當事人使用的保險產品及服務；
 - (viii) 推廣服務、產品或其他標的（本公司可能會或不會就此獲得報酬）（詳情請參閱以下第5段）
 - (ix) 為就信用卡繳款事宜或信用卡交易而核實持卡人的身份的任何商號的銀行；
 - (x) 履行根據下列適用於本公司或關聯公司（定義見下文第10段）期望遵守的就披露及使用資料的義務、規定或安排：
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
 - (3) 本公司或關聯公司因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
 - (xi) 遵守本公司為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就關聯公司共用資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
 - (xii) 使本公司的實際或建議承讓人（包括其法律、會計顧問及/或商業顧問）或就本公司對資料當事人享有的權利的參與人或附屬參與人（包括該等參與人或附屬參與人的法律、會計顧問及/或商業顧問）評核其擬承讓、參與或附屬參與的交易；
 - (xiii) 合理的內部管理用途（包括但不限於為申索抗辯及監察本公司或關聯公司所給予或提供的服務質素及效率）；及
 - (xiv) 與上述有關的用途。
4. 如本公司、關聯公司或第3段所指的任何受讓人認為合適，資料當事人的資料可於任何國家（香港境內或境外）處理、保存及傳達或披露，以作第3段所載用途。有關資料可在本公司、關聯公司及/或有關所指受讓人符合適用司法管轄區（香港境內或境外）的當地慣例、法律和規則（包括任何政府行政措施和政令）的情況下發放或披露。本公司持有資料當事人的資料將予以保密，但本公司獲授權可就第3段列明的用途把資料當事人的資料提供予下列各方（不論在香港境內或境外）：
 - (i) 就本公司業務運作向本公司提供行政、管理、電訊、電腦、付款、保安、託管、調查、追討欠款、客戶盡職審查、反清洗黑錢審查或其他服務及就本公司所提供之保險產品及服務相關其他服務的代理人、承辦商或第三方服務供應商，如醫療服務供應商、緊急救援服務供應商、郵寄服務商、資訊科技服務供應商、公證行、理賠調查員、追討欠款公司及專業顧問；
 - (ii) 資料當事人的保險中介人；
 - (iii) 保險資料服務公司或信貸資料服務公司；
 - (iv) 與本公司有或將有商業往來的再保險人或再保險公司；
 - (v) 任何對本公司或關聯公司負有保密責任的其他人士，包括承諾保密該等資料的關聯公司；
 - (vi) 本公司或關聯公司根據對本公司或關聯公司具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本公司或關聯公司遵守的任何指引或指導，或根據本公司或關聯公司向本地或外地的法律、監管、政府、稅務、執法或其他機關，或保險或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前存在或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - (vii) 本公司的任何實際或建議承讓人（包括其法律、會計顧問及/或商業顧問）或就本公司對資料當事人享有的權利的參與人或附屬參與人或受讓人（包括其法律、會計顧問及/或商業顧問）；
 - (viii) 對資料當事人的義務提供或計劃提供擔保或第三方抵押的任何人等；
 - (ix) 為就信用卡繳款事宜或信用卡交易而核實持卡人的身份的任何商號的銀行；
 - (x) 於香港或其他司法管轄區的關聯公司；
 - (xi)
 - (1) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (2) 第三方獎賞、長期客戶及專享優惠計劃的供應商；
 - (3) 本公司及關聯公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品（視情況而定）的申請表格上列明）；
 - (4) 慈善或非牟利機構；及
 - (5) 就以上第3(viii)段列明的用途而被關聯公司任用之第三方服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）；及
 - (xii)
 - (1) 在符合公眾利益要求；或
 - (2) 在資料當事人明示或暗示同意情況下之任何其他人士。
5. 在直接促銷中使用資料
本公司擬把資料當事人資料用於直接促銷，而本公司該用途須獲得資料當事人同意（包括表示不反對）。就此，請注意：
 - (i) 本公司可能把本公司不時持有的資料當事人姓名、聯絡資料、品及服務組合資料、交易模式及行、財務背景及人口統計數據用於直接促銷；
 - (ii) 可用作促銷下列類別的服務、品及促銷標的：
 - (1) 財務、保險、信用卡、銀行及相關服務及產品；
 - (2) 獎賞、客戶或會員或優惠計劃及相關服務及品；
 - (3) 本公司合作品牌夥伴提供之服務及產品（在申請有關服務及產品時會提供合作品牌夥伴名稱）；及
 - (4) 慈善及/或非牟利用途的捐款及捐贈；

- (iii) 上述服務、品及促銷標的可能由本公司及/或下列各方提供或（就捐款及捐贈而言）徵求：
- (1) 關聯公司；
 - (2) 第三方金融機構、承保人、信用卡公司、證券及投資服務供應商；
 - (3) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (4) 本公司關聯公司之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及 品的申請表格上列明）；及
 - (5) 慈善或非牟利機構；
- (iv) 除由本公司促銷上述服務、 品及促銷標的以外，本公司亦擬將以上第5(i)段所述的資料提供予以上第5(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、 品及促銷標的中使用，而本公司 此用途須獲得資料當事人書面同意（包括表示不反對）；
- (v) 本公司可能因如以上第5(iv)段所述將資料提供予其他人士而獲得金錢或其他財 的回報。如本公司會因提供資料予其他人士而獲得任何金錢或其他財 的回報，本公司會於以上第5(iv)段所述徵求資料當事人同意或不反對時如是通知資料當事人。

如資料當事人不希望本公司如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知本公司行使其選擇權拒促銷。

6. 根據該條例中的條款，任何資料當事人有權：
- (i) 查核本公司是否持有其資料及查閱該等資料；
 - (ii) 要求本公司改正任何有關其不準確的資料；及
 - (iii) 查明本公司對於資料的政策及實務及獲告知本公司持有的個人資料的種類。
7. 根據該條例的條款，本公司有權對處理查閱資料要求而收取合理的費用。
8. 任何關於查閱或改正資料，或索取關於資料政策及實務或所持有的資料種類的要求，應向下列人士提出：
- 資料保護主任
招商永隆保險有限公司
香港德輔道中199號無限極廣場33樓
傳真：2526 7045
9. 本通知不會限制資料當事人在該條例下所享有的權利。
10. 在本通知內，關聯公司包括
- (a) 本公司的繼承者；
 - (b) 本公司的任何附屬企業、關連公司、相聯公司、直接和/或間接母企業；
 - (c) 任何前述母企業的任何附屬企業；
 - (d) 上述(a)、(b)及(c)項提述的任何關連公司；及
 - (e) 上述(a)、(b)及(c)項提述的任何相聯公司。
- 「附屬企業」，「母企業」及「企業」具有香港法例第622章公司條例所指之相同涵義。
11. 如中英文本有任何歧異，皆以英文本為準。

2023年1月