

# **Motor Insurance**

## **The Policy**

*Please read this policy carefully*

### Personal Information Collection Statement

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

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

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

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

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

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

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

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

### Use and provision of personal data in direct marketing:

The Company intends to:

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

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

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

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

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

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

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

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

\* This is applicable only if you are applying for a product and/or service of, or making a request to, the Company through HSBC as the Company's distribution agent. Your personal data will not be provided to HSBC for any of the Purposes and the additional purposes and for direct marketing by HSBC set out in the paragraphs above if you do not apply for the product and/or service of, or make a request to, the Company through HSBC as the Company's distribution agent.

# MOTOR INSURANCE

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# Motor Insurance

## The Policy

*Policy coverage attaching to and forming part of Policy of Insurance*

Welcome to your AXA General Insurance Hong Kong Limited Motor Insurance

Your Policy consists of  
 the Application  
 the terms & conditions as shown in the Policy wording (i.e. this document)  
 the Policy Schedule  
 and any other memoranda and Endorsements

Your Policy Schedule shows  
 details of your cover  
 the period of insurance  
 any special terms that may apply to Your Policy

Following payment of the premium stated in the Policy Schedule We will, in the event of Accident, injury or loss happening during the Period of Insurance anywhere in Hong Kong Special Administrative Region ("Hong Kong SAR"), provide insurance as described in the following pages for those Sections You have chosen.

Please read this Policy wording together with Your Policy Schedule to make sure You know what cover is provided. For Your easy reference, a consolidated benefit table for all sections is available in the Appendix.

**AXA General Insurance Hong Kong Limited**, agrees, subject to the terms, exclusions and conditions contained or Endorsed herein, that if during the Period of Insurance contained within the Policy Schedule, You, the Car, or the Named Drivers suffers loss, damage or injury as shown below, the Company will indemnify to the extent as defined.

### 1 INSURING CLAUSE

You and Us agree:

- 1.1 the Application is incorporated in and is the basis of this insurance contract;
- 1.2 You will or have paid in full the premium specified in the Policy Schedule;
- 1.3 We will provide the insurance subject to the terms and conditions of the Policy in respect of any Event occurring during the Period of Insurance specified in the Policy Schedule; and
- 1.4 the following shall be conditions precedent to any liability of the Company:
  - 1.4.1 observance of the terms and conditions of the Policy relating to anything to be done or not to be done or to be complied with by You or any other person claiming to be

- 1.4.2 indemnified; and the truth of the Application.

### 2 GENERAL DEFINITIONS

2.1 Any word or expression found in the Policy wording and Policy Schedule have these meanings, unless otherwise defined.

TERM	MEANING
<b>Accessories</b>	Original video, audio and other equipment as configured in the original specification by Your Car's manufacturer whilst thereon. Any other additions, unless Endorsed under the Policy as an Add-On benefits as chosen by You in the Application, will not be covered.
<b>Accident</b>	an unexpected and unintentional event that is violent, visible and external in relation to the Car.
<b>Application</b>	the proposal, application, declaration and any information submitted by You or on Your behalf either electronically or otherwise
<b>Car</b>	the Car specified in Your Policy Schedule without any change or modification to any parts, Accessories, Windscreen and/or windows, unless otherwise declared by You, accepted by Us and Endorsed under this Policy
<b>Endorsed/ Endorsement</b>	an authorized variation and/or amendment to Your Policy.
<b>Event</b>	any one event or series of events arising out of one common cause or source in connection with the Car
<b>Geographical Area</b>	the territories of Hong Kong SAR and includes its territorial waters for the purpose of the transit of the Car by sea including incidental loading or unloading.
<b>Inexperienced Driver</b>	any person who has not held a valid driving license (other than a provisional driving license) for a period of two (2) years

<b>Insured Driver</b>	You or any other person who is driving on Your order or with Your permission provided that You or the person driving holds a license to drive the Car or has held and is not disqualified from holding or obtaining such a license. The term "license" means a license or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.
<b>Market Value</b>	the cost of replacing the Car with one of the same make and model, of similar condition, specification and age as prevailing immediately before the Accident.
<b>M. I. B.</b>	Motor Insurers' Bureau of Hong Kong
<b>Named Driver</b>	any person named in Your Policy Schedule under "Named Driver details".
<b>No Claim Discount</b>	a discount in Your premium in return for: (a) not making or having made a claim, and (b) not having any claim made against You by any third party.
<b>Period of Insurance</b>	the period of cover shown in Your Policy Schedule. Where Your Policy is applied and accepted on the same date, Your Policy becomes effective only at the time Your Application is accepted by Us.
<b>Policy</b>	Your Application, Your Policy wording (i.e. this document), Your Policy Schedule and any subsequent Endorsements, all of which should be read together as one contract.
<b>Policy Schedule</b>	the document which reflects details of: (a) You, (b) Your Car, (c) any Named Driver, and (d) any terms and conditions specific to Your Policy.
<b>Theft</b>	an event where a person intentionally and dishonestly takes Your Car, Accessories or spare parts without Your consent at the time that Your Car, Accessories or spare parts is/are taken.
<b>Unnamed Driver</b>	any person who is not named in Your Policy Schedule or certificate of insurance but who is authorized by You to drive the Car.
<b>We/ Us/ Our/ Insurer/ AXA/ Company</b>	AXA General Insurance Hong Kong Limited
<b>Windscreen</b>	Refers to the front, side, rear and quarter glass including the sunroof or any glass roof of the Car.
<b>Young Driver</b>	Any person who is below the age of twenty five (25) years old
<b>You/ Your/Insured/ Policyholder</b>	the person named as the Policyholder in Your Policy Schedule.

<b>Service Provider</b>	an independent contractor appointed by the Company to provide services covered by this policy. Service Providers are not employees, agents, or servants of the Company, and the Company will not be liable for any acts or failure to act on the part of these contractors.
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- 2.2 In the Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.
- 2.3 All amounts stated in the Policy are in Hong Kong dollars, unless otherwise stated.

### 3 OPERATIVE INSURANCE COVER

- 3.1 Where the "Type of Cover" in the Policy Schedule is stated to be "Comprehensive", Sections (I), (II) and (III) and paragraph 19 of the Policy wording are operative.
- 3.2 Where the "Type of Cover" in the Policy Schedule is stated to be "Third Party Only", only Section (II) and paragraph 20 of the Policy wording are operative.

### 4 LIMITATIONS AS TO USE OF THE CAR

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

The Policy will not operate when the 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 CAR

- 5.1 We will indemnify You against loss of or damage to the Car and/or its Accessories and/or its spare parts as configured in the original specification by Your Car's manufacturer whilst thereon. We may, at our option, repair reinstate or replace the Car and/or its Accessories and/or its spare parts or pay in cash the amount of such loss or damage.

Our indemnity pursuant to paragraph 5.1 is limited to the reasonable Market Value of the Car at the time of its loss or damage
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- 5.2 If the Car is disabled by reason of loss or damage insured by the Policy, We will additionally pay the reasonable cost of:
- 5.2.1 protection and removal of the Car to the nearest repairer; and
- 5.2.2 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 Car.
- 5.3 In the event of loss of or damage to the 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 Car is held for repair or in the event of We exercising the option to pay in cash the amount of the loss or damage the liability of Us 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 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 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**

- 6.1 If to the knowledge of the Company the Car is the subject of a hire purchase agreement, the Hire Purchase Owner will be specified in the Policy Schedule or in an Endorsement Endorsed hereon. Any payment in cash by the Company in respect of loss of or damage to the 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. Under all circumstances, indemnity to the Car shall be based on reasonable Market Value at the time of loss or damage.
- 6.2 You may authorize the repair of the Car necessitated by damage for which We may be liable under the Policy provided that:
- 6.2.1 the estimated cost of such repair does not exceed the amount specified in paragraph 18.1 as "Authorized Repair Limit";
- 6.2.2 We are furnished forthwith with a detailed estimate of the repair cost; and
- 6.2.3 You shall give Us every assistance to see that such repair is necessary and the charge is reasonable.
- 6.3 Where repair cost to the Car is the subject of a claim under Section (I), We shall have a right of veto concerning a proposed place of repair or repair firm.
- 6.4 In so far as indemnity granted under Section (I) of this Policy is concerned, it is hereby understood and agreed that We have the right to exercise its authority to appoint a workshop for the repair of the Car if the quotes submitted by Your appointed workshop appear unreasonable.
- 6.5 It is a condition precedent to the liability of Us under this insurance that:
- 6.5.1 the Car is fitted with an anti-theft alarm system approved by Us, and that no withdrawal, alteration or vibration of the system, or any structural alteration which might affect the system, shall be made without the consent of Us.
- 6.5.2 the anti-theft alarm system shall have been put into full and effective operation at all times when the Car is unattended, and at all other appropriate times.
- 6.5.3 the anti-theft alarm system shall have been maintained in good order throughout the currency of this insurance.
- 6.5.4 all other protections provided for the safety of the Car shall be maintained in good order throughout the currency of this insurance and that they are in full and effective operations at all appropriate times.
- 6.5.5 all keys and duplicate keys related to the above alarm must be removed from the Car when unattended, and at all other appropriate times.

## **7 SPECIAL EXCLUSIONS TO SECTION (I) INSURANCE**

We will not be liable in respect of:

- 7.1 consequential loss;
- 7.2 depreciation wear and tear mechanical or electrical breakdown failure or breakage;
- 7.3 damage to tyres unless damage is caused to other parts of the Car at the same time; and

- 7.4 any claims excesses applicable to Section (I).

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

- 8.1 In respect of any Event giving rise to a claim (other than an Event of Theft or attempted Theft), We will not be liable for the first amount of such claim specified in the Policy Schedule as "General Excess" applicable to "Section I – Loss or Damage to Your Car".
- 8.2 The first amount of any claim for which We are not liable pursuant to paragraph 8.1 will be increased if at the time of the occurrence of the Event giving rise to the claim:
- 8.2.1 the Car is being driven by a person other than a "Named Driver" specified in the Policy Schedule, by an additional amount by way of the "Unnamed Driver Excess" applicable to "Section I – Loss or Damage to Your Car" specified in the Policy Schedule;
- 8.2.2 the Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" applicable to "Section I – Loss or Damage to Your Car" specified in the Policy Schedule;
- 8.2.3 the Car is being driven by a person who has not held for a period of 2 years a driving license (other than a provisional driving license), by an additional amount by way of the "Inexperienced Driver Excess" applicable to "Section I – Loss or Damage to Your Car" specified in the Policy Schedule;
- 8.2.4 The Car is parked, by an additional amount by way of the "Parking Damage Excess" applicable to "Section I – Loss or Damage to Your Car" specified in the Policy Schedule.
- 8.3 In respect of any claim arising out of Theft or attempted Theft of the Car, We will not be liable for the first amount of each claim specified in the Policy Schedule as the "Theft Loss Excess".
- 8.4 In the event of a claim under Section (I):
- 8.4.1 if paragraph 8.3 is applicable, then paragraphs 8.1 and 8.2 will not be applicable;
- 8.4.2 if paragraph 8.1 and any or more of paragraphs 8.2.1, 8.2.2 and 8.2.3 are applicable, the first amount of such claim for which We are not liable will be calculated cumulatively;
- 8.4.3 if the expenditure incurred by Us shall include any amount for which We are not liable pursuant to paragraphs 8.1, 8.2 or 8.3, the Insured shall forthwith repay such amount to Us
- 8.5 The provisions of paragraphs 8.1 and 8.2 shall not apply to loss of or damage to the Car caused by fire self-ignition lightning or explosion which arises independently and not out of any preceding Accident involving the Car.

## **9 SECTION (II) INSURANCE - AGAINST THIRD PARTY LEGAL LIABILITIES**

Subject to Policy Limits of Liability Conditions and Exclusions, We will indemnify You and/or any Insured Driver and/or at Your request any person (other than the person driving) in or getting into or out of the Car against all

sums including claimant's costs and expenses which You 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 You and/or such Insured Driver and/or such other person with Our written consent in respect of:

9.1 death of or bodily injury to any person; and/or

9.2 damage to property;

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

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

10.1 Our indemnity to You 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 Your behalf and/or such other person with Our written consent arising out of any Event is limited to:

10.1.1 in respect of death of or bodily injury to any person pursuant to paragraph 9.1, the amount specified in paragraph 18.1 as Policy Liability Limit "Third Party Death or Bodily Injury"; and

10.1.2 in respect of damage to property pursuant to paragraph 9.2, the amount specified in paragraph 18.1 as Policy Liability Limit "Third Party Property Damage".

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

10.2 If the occurrence of any Event results in indemnity to more than one person, the limitations of Our indemnity specified in 10.1 will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to You.

10.3 At any time after the happening of any Event giving rise to a claim or a series of claims under Section (II) We may pay to You and/or any other person claiming to be indemnified the respective full amount of Our liability specified in paragraph 10.1 (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled and We 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 You or such person in consequence of any alleged action or omission of Us in connection with such defence settlement or proceedings or of Us relinquishing such conduct nor shall We be liable for any costs or expenses whatsoever incurred by You or by such person or by any claimant or other person after We shall have relinquished such conduct.

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

11.1 In the event of the death of any person entitled to indemnity under Section (II), We 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.

11.2 We may at Our own option and expense:

11.2.1 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

11.2.2 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 EXCLUSIONS TO SECTION (II) INSURANCE**

We will not be liable:

12.1 to indemnify any person claiming to be indemnified:

12.1.1 unless such person shall observe fulfil and be subject to the terms and conditions of the Policy in so far as they can apply; or

12.1.2 if such person is entitled to indemnity under any other insurance policy;

12.2 in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:

12.2.1 any person (including the Insured) claiming to be indemnified under Section (II); or

12.2.2 the employer of any person (including the Insured's) claiming to be indemnified under Section (II);

12.3 in respect of damage to property belonging to or held in trust by or in the custody or control of:

12.3.1 any person (including the Insured) claiming to be indemnified under Section (II); or

12.3.2 a member of the same household of any person (including the insured's) claiming to be indemnified under Section (II);

12.4 in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong SAR;

12.5 any claims excesses applicable to Section (II).

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

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

13.2 In the event of any Accident giving rise to a claim for indemnity against liability solely for third party property damage where the 'Type of Cover' in Your Policy Schedule is stated to be 'Comprehensive', the Company hereby agrees to waive the third party property excess pursuant to paragraph 13.1 if at the time of the occurrence of the event, the Insured is:

13.2.1 driving the Car; and

13.2.2 within 30 to 45 years of age; and

13.2.3 holding a valid driving license for more than two years.

Such waiver for third party property excess is not applicable to the Car which falls under the Car Grouping '99' as stated in the Policy Schedule.

13.3 The first amount of any claim for which We are not liable pursuant to paragraph 13.1 will be increased if at the time of the occurrence of the event giving rise to the claim:

13.3.1 The Car is being driven by a person other than a 'Named Driver' specified in the Policy Schedule, by an additional amount by way of the "Unnamed Driver Excess" applicable to "Section II - Third Party

- Property Damage" specified in the Policy Schedule;
- 13.3.2 the Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" applicable to "Section II - Third Party Property Damage" specified in the Policy Schedule;
- 13.3.3 the Car is being driven by a person who has not held for a period of 2 years a driving license (other than a provisional driving license), by an additional amount by way of the "Inexperienced Driver Excess" applicable to "Section II - Third Party Property Damage" specified in the Policy Schedule.
- 13.4 In the event of a claim under Section (II)
- 13.4.1 if paragraph 13.1 and any or more of paragraphs 13.3.1 and 13.3.2 are applicable, the first amount of such claim for which We are not liable will be calculated cumulatively;
- 13.4.2 if the expenditure incurred by Us resulting from a claim includes the amount for which We are not liable pursuant to paragraphs 13.1 or 13.2, You shall forthwith repay such amount to Us.

#### 14 AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

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

We will pay to You the reasonable medical expenses incurred in connection with any bodily injury by violent accidental external and visible means sustained by You or the Insured Driver (other than You) or any occupant of the Car as the direct and immediate result of an Accident to the Car, provided always that Our liability under Section (III) arising out of any Event shall not exceed the amount specified in paragraph 18.1 as Section (III) "Policy Limit of Indemnity".

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

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

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

16.2 If a claim has been made or has arisen under the Policy during a period of insurance of which the Discount is 40% or less, the Discount shall be forfeited; and

If a single claim has been made or has arisen under the Policy during a period of insurance in which the Discount is 50% or 60%, the said Discount shall be reduced at the next renewal to 20% or 30%

- 16.3 respectively, but if more than one claim has been made or has arisen, the Discount shall be forfeited. For the avoidance of doubt, any claim made under any part of the Policy during a period of insurance shall result in cancellation or reduction of the Discount pursuant to paragraph 16.2 notwithstanding any assertion or allegation that You and/or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the Event resulting in the claim under the Policy.

#### 17 GENERAL EXCLUSIONS

We will not be liable under the Policy in respect of:

- 17.1 any Accident loss damage or liability caused sustained or incurred:
- 17.1.1 outside the Geographical Area;
- 17.1.2 whilst on the Insured's order or with his permission or to his knowledge the Car in respect of which indemnity is provided by the Policy is being used otherwise than in accordance with the Limitations As To Use Of The 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. In any action suit or other proceedings where We allege that by reason of paragraph 17.1.2, any Accident loss damage or liability is not indemnifiable by the Policy, the burden of proving that such Accident loss damage or liability is indemnifiable shall be upon the person claiming to be indemnified.
- 17.2 any Accident loss damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:
- War, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, mutiny, military rising, insurrection, rebellion, revolution, military or usurped power, martial law;
  - civil commotion assuming the proportions of or amounting to popular rising,
  - detention, seizure, confiscation or any attempt thereat;
  - nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
  - any act of any person or persons acting on behalf of or in connection with any organization the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means;
- or by any direct or indirect consequences of any of the said occurrences.
- In any action suit or other proceedings where the Company alleges that by reason of paragraph 17.2, any Accident loss damage or liability is not indemnifiable by the Policy, the burden of proving that such Accident loss damage or liability is indemnifiable shall be upon the person claiming to be indemnified.
- 17.3 Terrorism Exclusions
- Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage,



cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this paragraph 17.3 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This paragraph 17.3 also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

In the event any portion of this paragraph 17.3 is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 17.4 any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- 17.5 any Accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this paragraph 17.5, combustion shall include any self-sustaining process of nuclear fission;
- 17.6 any Accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- 17.7 any Accident, loss, damage or liability caused, sustained or incurred whilst the Car is being driven by, or is in the charge of, or is under the control of You or any Insured Driver:
  - 17.7.1 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 Car; or
  - 17.7.2 when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap. 374) as may be amended from time to time or any legislation which replaces the same; or
  - 17.7.3 who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, oval fluid, blood, or urine for testing or analysis, or to perform any other relevant test as required by law.
- 17.8 Sanction Limitation and Exclusion Clause  
No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer

to any sanction, prohibition or restrictions 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**

- 18.1 It is hereby noted and agreed that the Policy Limits of Liability under this Policy are as follows:
  - Section (I) Insurance Against loss of or damage to the Car Authorized Repair Limit  
- paragraph 6.2.1 ..... \$1,000
  - Section (II) Insurance Against third party legal liabilities Policy Liability Limits Any One Event Third Party Death or Bodily Injury  
- paragraph 10.1.1 ..\$100,000,000 Third Party Property Damage  
- paragraph 10.1.2 .... \$2,000,000
  - Section (III) Indemnity of medical expenses Policy Limit of Indemnity Any One Event  
- paragraph 15 ..... \$6,000
- 18.2 Every notice or communication to be given or made under the Policy shall be delivered in writing to the Company.
- 18.3 In the event of any occurrence which may give rise to a claim under the Policy the Insured shall immediately give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately if the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under the Policy. In case of Theft or other criminal act which may be the subject of a claim under the Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.
- 18.4 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 Us 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 Our own benefit any claim for indemnity or damages or otherwise and We shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You and such person shall give all such information and assistance as We may require.
- 18.5 You shall take all reasonable steps to safeguard the Car from loss or damage and to maintain it in efficient condition and We shall have at all times free and full access to examine the Car or any part thereof or any driver or employee of You. In the event of any Accident or breakdown the Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Car be driven before the necessary repairs are effected any extension of the damage or any further damage to the Car or third party legal liabilities arising therefrom shall be excluded from the scope of indemnity granted by the Policy.

- 18.6 We may cancel the Policy by giving seven days' notice by email to You at Your last known email address or by registered letter to You at Your last known address and in such event will return to You 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 You 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 Us on or before the date of cancellation) You shall be entitled to a pro-rata return of premium for the period the Policy is not in force provided that We are not required to return any premium below the amount of HK\$500 (not including M.I.B. surcharge).
- 18.7 If at the time any claim arises under the Policy there is any other insurance covering the same loss damage or liability We shall not be liable to pay or contribute more than Our rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this paragraph 18.7 shall impose on Us any liability from which but for this paragraph 18.7 We would have been relieved pursuant to paragraph 12.1.2.
- 18.8 All differences arising out of the Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon the Policy that an arbitration award shall be first obtained. If We shall disclaim liability to You 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.
- 18.9 Subject to paragraph 18.8, the Policy is subject to the exclusive jurisdiction of courts of Hong Kong SAR. The Policy is to be construed according to the laws of Hong Kong SAR.
- 18.10 This Policy is subject to a minimum premium of \$500 (not including M.I.B. surcharge).
- 18.11 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.

**19 FREE ADDITIONAL BENEFITS APPLICABLE TO "COMPREHENSIVE" COVER ONLY**

- 19.1 Personal Accident to the Named Driver  
We will pay compensation according to the amount provided below for bodily injury as hereinafter defined sustained by the Named Driver specified in the Policy who is driving the insured Car during the time of Accident, 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 within three calendar months of the occurrence of such injury result in:-

	Amount of Compensation
1. Death	\$200,000
2. Total and irrecoverable loss of all	\$200,000

- sight in both eyes
3. Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot \$200,000
4. Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye \$200,000
5. Total and irrecoverable loss of all sight in one eye \$100,000
6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot \$100,000

Provided always that:

- i. Compensation shall be payable under only one item of items 1 to 6 above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of \$200,000 during any one period of insurance in respect of any such person;
  - ii. Such person is not less than 18 nor more than 70 years of age at the time of such bodily injury;
  - iii. No compensation shall be payable in respect of bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to :
    - a. intentional self-injury suicide (whether felonious or not) or attempted suicide, physical defect or infirmity or
    - b. an Accident happening whilst such person is under the influence of intoxicating liquor or drugs;
  - iv. Such compensation shall be payable directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person; and
  - v. The use of Car is within the limitations of "Limitation As To Use Of The Car".
- 19.2 No Claim Discount (NCD) Protection  
Notwithstanding the provisions of paragraph 16 of the Policy where the total claims in aggregate during the current Period of Insurance with respect to the Policy do not exceed the amount of \$60,000 or 30% of the Car's reasonable Market Value (whichever is the lesser) then the Insured will upon renewal subsequent to the expiry of the current Period of Insurance under the Policy be entitled to the same No Claim Discount (NCD) as under the current Policy.

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

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

- 19.3 New for Old Replacement  
In the event the Car is stolen or suffers total loss in an Accident covered under the Policy subject to the Policy terms and conditions, We agree to replace the Car with a car of the same make and model without deducting any depreciation during the Period of Insurance provided that:
- 19.3.1 the Insured is the first registered owner;
  - 19.3.2 the first registration of the Car with the

- Transport Department must be made within the calendar year immediately following the year of the manufacture thereof;
- 19.3.3 the loss occurs within the first twelve months of the first registration of the Car with the Transport Department;
- 19.3.4 the same make and model of the Car is available in Hong Kong SAR;
- 19.3.5 any alterations/modifications made to the Car are excluded;
- 19.3.6 additional Accessories and equipment, other than optional Accessories and equipment installed by Car manufacturer and the value of which is insured, are excluded;
- 19.3.7 the net purchase price of the replacement car does not exceed the original net purchase price of the Car; and
- 19.3.8 written consent from the Company must be obtained before replacement
- However, when the Insured chooses not to accept the replacement car or the replacement car of the same make and model is not available, the Company will pay the Insured in accordance with the terms and conditions of the Policy as if this paragraph 19.3 does not apply.
- 19.4 Nil Depreciation on Repairs  
In the event of the Accident that repairs to the Car are required, there will be no deduction made for depreciation on those spare parts which need replacement, provided that:
- 19.4.1 the first registration of the Car with the Transport Department must be made within the calendar year immediately following the year of the manufacture thereof; and
- 19.4.2 the loss occurs within the first twelve months of the first registration of the Car with the Transport Department.
- 19.5 Windscreen Replacement  
We will pay a maximum of \$5,000 in aggregate per Period of Insurance for repair or replacement of any glass in the windscreen, or in the windows of the Car, following accidental breakage of such glass, provided that there is no other damage to the Car. For the purpose of this extension, breakage means physical damage to glass in the windscreen or in the windows of the car, but does not include cosmetic damage or any defects of manufacture. Payment made by Us under this extension will not count against Your No Claim Discount.
- 19.6 Towing Services  
If the Car is immobilized unfit or unsafe to be driven due to an Accident to or mechanical breakdown of the Car the condition of which is beyond repair at the roadside, the Company will at its own expense, arrange for the Car to be towed to any car repairer or any other place in Hong Kong SAR requested by You or Your authorized driver, provided that the amount recoverable hereunder shall not exceed \$2,000 per Period of Insurance. In such case the Car must not be left unattended prior to the arrival of the provider of the towing service.
- 19.7 Rental Car  
In the event of the Car being
- 19.7.1 immobilized necessitating repairs at a garage/workshop exceeding 48 hours, due to a traffic Accident or an Accident where an official claim has been reported to the

- Company and coverage is applicable, or
- 19.7.2 discovered stolen and is not found within 48 hours after such discovery,  
We will pay for the costs incurred or necessarily incurred for the rental car but subject to the following conditions:
- the make and model of the rental car should be identical to the Car, or similar to the Car, but not better nor more expensive than the Car;
  - We will not be responsible for the delivery of the rental car;
  - this benefit is applicable to You and/or Named Drivers insured under the Policy only;
  - in the event of the Car being stolen, the statement reporting the loss to the police shall be produced;
  - You / Named Driver shall bear 20% of the rental costs;
  - You must submit to Us an official rental invoice/receipts issued by the car rental company.
- The above additional benefits will terminate when the repairs to the Car is completed (in relation to paragraph 19.7.1 above) or upon recovery of the stolen Car in good condition. The maximum limit of this benefit is \$4,000 per Accident or per Period of Insurance and limit per day not to exceed \$1,000. Any collision damage charge, optional insurance or costs of fuel and/or liability involving this rental car are excluded under Your Policy  
For any claim(s) applicable under paragraph 19.7, it is a pre-requisite that You/Named Drivers observe all terms and conditions under the Policy.
- 19.8 Claims Recovery Service  
A claims recovery service will be provided by Us to pursue recovery of Your un-insured losses incurred as a result of an incident occurring in Hong Kong SAR which:
- 19.8.1 has been reported to Us and compensation has been paid by Us for the damage to the Car, and
- 19.8.2 is attributable to the negligence on the part of the third party(ies);
- It is also stipulated that:
- 19.8.3 You are required to render full assistance and co-operation with Us in the course of the recovery action;
- 19.8.4 No guarantee of a successful recovery action will be made by Us, and We shall not bear any legal responsibility for the failure of any such action; and
- 19.8.5 We reserve all rights at Our sole and absolute discretion to discontinue the recovery action whenever We consider appropriate.  
Legal costs and all relevant disbursements which are necessarily incurred in a recovery action will be jointly borne by You and Us in accordance with the proportion of their respective claims.
- 19.9 24-Hour Emergency Service (Assistance Hotline)  
During the Period of Insurance You &/or your Insured Driver could contact Motor Insurance Assistance Hotline at: (852) 2851 1990.  
Please provide the following information when contacting the hotline:
- Your name; and
  - Policy number, Car registration number and inception date of the Policy; and
  - the telephone number where the hotline staff can

- reach you; and
- a brief description of the Accident and the nature of the assistance required.

The following emergency services are available:

- emergency roadside assistance
- towing of the Car
- rental car
- general information of traffic regulation
- advice on claim procedure and report claim

Service provided is only on **advisory or referral basis**. Expenses incurred should be paid by You.

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

#### 19.10 AXA Premium Workshops

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

19.10.1 We will pay an amount of \$300 to You being travelling expenses allowance.

19.10.2 In the event of depreciation requires to be borne by You, We will pay for the depreciation assessed up to a maximum limit of \$3,000 provided that

19.10.2(a) the first registration of the Car with the Transport Department must be made within the calendar year immediately following the year of the manufacture thereof; and

19.10.2(b) the loss occurs within five years of the first registration of the Car with the Transport Department.

The benefit of paragraphs 19.10.1 and 19.10.2 are not applicable to claims for windscreen replacement under paragraph 19.5

19.10.3 Free towing services arranged by the AXA Premium Workshops within the Geographical Area as a result of an Accident;

19.10.4 Priority repair services for the Car;

19.10.5 Free pre-delivery exterior wash and interior vacuum clean of the repaired Car;

19.10.6 Free delivery of repaired Car to You at a place of mutual convenience to both You and the AXA Premium Workshops;

19.10.7 Six months warranty on the parts of Car repaired by the AXA Premium Workshops.

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

For the list of AXA Premium Workshops, You may contact 24 hours accident assistance hotline at (852) **2851 1990**.

#### 20 FREE ADDITIONAL BENEFITS APPLICABLE TO "THIRD PARTY ONLY" COVER

- 20.1 24-Hour Emergency Service (Assistance Hotline)  
During the Period of Insurance You &/or your Named Driver could contact Motor Insurance Assistance Hotline at: (852) **2851 1990**.  
Please provide the following information when contacting the hotline:

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

The following emergency services are available:

- general information of traffic regulation
- advice on claim procedure and report claim

Service provided is only on **advisory or referral basis**. Expenses incurred should be paid by You.

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

#### 21 ADD-ON BENEFITS (OPTIONAL)

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

##### (APPLICABLE TO "COMPREHENSIVE" COVER) :

21.1 Car Damage in Guangdong Province of the People's Republic of China and/or Hong Kong-Zhuhai-Macao Bridge

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

- Claims Recovery Services under paragraph 19.8; and
- the emergency services of (i) emergency roadside assistance; and (iii) rental car under paragraph 19.9,

And this paragraph 21.1 is also subject to the following conditions:

- The phrase "in Hong Kong SAR" in paragraph 19.6 shall be deleted and replaced by the following :  
"in Hong Kong SAR and/or within Guangdong Province" and;
- For any claim arising within Guangdong Province and/or HZMB, the amounts of General Excess and Theft Loss Excess applicable to Section (I) will be \$50,000 or 15% of the loss, whichever is the greater. For other excesses applicable pursuant to paragraph 8 of this Policy, the amount(s) is as stated in Your Policy Schedule.

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

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

Macao.

21.2 Additional Accessories

It is hereby noted and agreed that paragraph 5.1 of this Policy is extended to cover additional Accessories including audio-visual equipment, disablement equipment, Car camera, sunroof, global positioning system, and Car alarm that are permanently fixed to Your Car and that are not configured as the original specification by Your Car's manufacturer up to the total amounts shown in Your Policy Schedule during any Period of Insurance provided that :

- this Policy does not cover any loss of or damage to tapes and compact discs and intrinsic value therein; and
- You have complied with all applicable laws, rules or regulations, and completed the requirements and certification that are required under the applicable laws, rules or regulations.

We may, at Our option, repair, reinstate or replace the additional Accessories or pay in cash the amount of such loss or damage.

Our indemnity pursuant to this paragraph 21.2 is limited to :

- i. The reasonable market value of the additional Accessories damaged or lost at the time of its loss or damage plus the reasonable cost of fitting; or
- ii. The Insured's selected value of the additional Accessories as specified in Your Policy Schedule,

whichever is the lesser amount.

In the event of claim You must submit to Us an official invoice/receipts issued by the additional Accessories manufacturing company and all related certifications issued by competent authority.

21.3 Increase Of Third Party Property Damage Limit

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

Section (II) Insurance-  
 Against Third Party Legal Liabilities Policy Liability Limits Any One Event  
 --- third party death or bodily injury  
 paragraph 10.1.1----- \$100,000,000  
 --- third party property damage  
 paragraph 10.1.2 -----amount shown in  
 Your Policy Schedule.

21.4 Third Party Property Excess Waiver to Named Driver

In consideration of Your payment of additional premium, We agree to waive the "Third Party Property Excess" under paragraph 13.1 to Named Driver in the event of any Accident giving rise to a claim for indemnity against liability solely for third party property damage.

(APPLICABLE TO "THIRD PARTY ONLY" COVER) :

21.5 Personal Accident to the Named Driver

We will pay compensation according to the amount provided below for bodily injury as hereinafter defined sustained by the Named Driver specified in Your Policy Schedule who is driving the insured Car during the time of Accident, and caused by violent accidental external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) within three calendar months of the occurrence of such injury resulting in:-

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

Provided always that:

- i. Compensation shall be payable under only one item of items 1 to 6 above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of HK\$100,000 during any one period of insurance in respect of any such person;
- ii. Such person is not less than 18 nor more than 70 years of age at the time of such bodily injury;
- iii. No compensation shall be payable in respect of bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to :
  - a. intentional self-injury suicide (whether felonious or not) or attempted suicide, physical defect or infirmity, or
  - b. an Accident happening whilst such person is under the influence of intoxicating liquor or drugs; and
- iv. Such compensation shall be payable directly to the injured person or to his legal personal representatives whose receipt shall be a full discharge in respect of the injury to such person;
- v. The use of Car is within the limitations of "Limitation As To Use of The Car".

**APPENDIX – CONSOLIDATED BENEFITS TABLE**

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

Cover included	Comprehensive	Third Party Only	Policy Limits of Liability (HKD)
<b>Section (I) Car</b>			
<i>Please refer to Policy Wording Section I for details of terms, conditions and exclusions</i>			
Loss of or Damage to Your Car	✓	✗	Reasonable Market Value at the time of loss / damage
Removal to nearest repairer and redelivery after repair	✓	✗	20% of agreed cost of repair
Authorized Repair Limit	✓	✗	\$1,000
<b>Section (II) Your Liability to Third Parties</b>			
<i>Please refer to Policy Wording Section II for details of terms, conditions and exclusions</i>			
Your legal liability for			
a) Death or bodily injury to other people	✓	✓	\$100 Million
b) Damage to property of other people	✓	✓	\$2 Million
c) Your legal costs and expenses	✓	✓	Included in above Section (II) limits
<b>Section (III) Medical Expenses</b>			
<i>Please refer to Policy Wording Section III for details of terms, conditions and exclusions</i>			
For bodily injury sustained by You / Insured Drivers / occupants of the Car	✓	✗	\$6,000
<b>Free Additional Benefits</b>			
<i>Please refer to Policy Wording Paragraph 19 &amp; 20 for details of terms, conditions and exclusions</i>			
1. Personal Accident to the Named Driver	✓	✗	\$200,000
2. No Claim Discount (NCD) Protection	✓	✗	Total claim <\$60,000 or 30% of reasonable Market Value (the lesser)
3. New for Old Replacement	✓	✗	
4. Nil Depreciation on Repairs	✓	✗	
5. Windscreen Replacement	✓	✗	\$5,000
6. Towing Services	✓	✗	\$2,000
7. Rental Car	✓	✗	\$1,000 per day/\$4,000 per Accident or per Period of Insurance
8. Claims Recovery Service	✓	✗	
9. 24-hour Emergency Service (Assistance Hotline)	✓	✓	
10. AXA Premium Workshops	✓	✗	
<b>Optional Add-On Benefits (where any of the following Add-On Benefits are expressly mentioned in the Policy Schedule, they shall attach to and form part of the Policy)</b>			
<i>Please refer to Policy Wording Paragraph 21 for details of terms, conditions and exclusions</i>			
Car Damage in Guangdong Province of PRC and/or Hong Kong-Zhuhai-Macao Bridge	✓	✗	refer to paragraph 21.1
Additional Accessories	✓	✗	refer to Policy Schedule
Increase of Third Party Property Damage Limit	✓	✗	refer to Policy Schedule
Personal Accident to the Named Driver	✗	✓	refer to paragraph 21.5
Third Party Property Excess Waiver to Named Driver	✓	✗	

## HOW TO MAKE A CLAIM

In the event of any occurrence which may give rise to claim under the Policy, Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter, claim writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence. In case of Theft or other criminal act which may give rise to a claim under this Policy the Insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.

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

**Important** – Please follow these guidelines as they will assist us in processing your claim.  
Please always state your policy and/or claim reference in all communications.  
Should you have any query or need further advice please call us on (852) 2523 3061.  
Once your claim is registered with us, a personal Claim Handler will be appointed to assist you.

## Caring for Our Customers

We at AXA General Insurance Hong Kong Limited make every effort to provide a good standard of service to all our policyholders. If on any occasion our service falls below the standard you would expect us to meet, the procedure below explains what you should do

- You may submit your feedback to the AXA Manager in charge of the matter you are raising.
- If, following contact with the above, you feel that you require further assistance then please write to  
Chief Executive Officer  
AXA General Insurance Hong Kong Limited  
5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

An acknowledgement that your complaint has been received will be sent to you within two working days following which your complaint will be investigated. If we have your telephone number we will call you.

- AXA General Insurance Hong Kong Limited is a member of the Insurance Complaints Bureau. If your complaint concerns a claim and after following the above procedure your claim has not been resolved to your satisfaction, you may write to the Insurance Complaints Bureau at the following address  
Insurance Complaints Bureau  
29/F, Sunshine Plaza  
353 Lockhart Road  
Wanchai, Hong Kong

If the Insurance Complaints Bureau decides that our handling of your claim has been unreasonable or technically incorrect, their decision is binding on us by the terms of an agreement we have signed.

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

Levy collected by the Insurance Authority will be imposed on this policy at the applicable rate. For further information, please visit [www.axa.com.hk/ia-levy](http://www.axa.com.hk/ia-levy) or contact AXA at (852) 2867 8678.

### Customer Service Hotline

Please keep this policy in good order. Should You have any enquiries, please call Us on:  
2867 8678 for Insurance service hotline  
3070 5001 for Insurance Claims hotline

### Important Notes:

The above policy is underwritten by **AXA General Insurance Hong Kong Limited ("AXA")**, which is authorized and regulated by the Insurance Authority of the Hong Kong SAR. AXA will be responsible for providing your insurance coverage and handling claims under your policy. The Hongkong and Shanghai Banking Corporation Limited is registered in accordance with the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) as an insurance agent of AXA for distribution of general insurance products in the Hong Kong SAR.

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