



安盛

Motor Insurance
汽車保險

AXA iMotor Policy 保險單

AXA iMotor

Policy coverage attaching to and forming part of Policy of Insurance

Welcome to your AXA General Insurance Hong Kong Limited

AXA iMotor

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 indemnified; and
 - 1.4.2 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
Accessories	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.
Accident	an unexpected and unintentional event that is violent, visible and external in relation to the Car.
Application	the proposal, application, declaration and any information submitted by You or on Your behalf either electronically or otherwise.
Car	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.
Electric-Vehicle Battery	also known as "Traction Battery", means a battery used to power the Motor Car. Electric-Vehicle Batteries are usually a secondary (i.e. rechargeable) battery. Electric-Vehicle Batteries differ from starting, lighting, and ignition ("SLI") Batteries because they are designed to give power over sustained periods of time. Deep-cycle batteries are used instead of SLI batteries for these applications. They may include lithium-ion battery and other types of batteries.
Endorsed/Endorsement	an authorized variation and/or amendment to Your Policy.
Event	any one event or series of events arising out of one common cause or source in connection with the Car.
Geographical Area	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.
Inexperienced Driver	any person who has not held a valid driving license (other than a provisional driving license) for a period of two (2) years.
Insured Driver	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.

Market Value	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.
M. I. B.	Motor Insurers' Bureau of Hong Kong
Named Driver	any person named in Your Policy Schedule under "Named Driver details".
No Claim Discount	a discount in Your premium in return for: (a) not making or having made a claim, and not having any claim made against You by any third party.
Original Net Purchase Price	the sum of the first registration taxable value and the first registration tax paid as shown on the vehicle registration document of the Car.
Period of Insurance	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.
Policy	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.
Policy Schedule	the document which reflects details of: (a) You, (b) Your Car, (c) any Named Driver, and any terms and conditions specific to Your Policy.
Theft	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.
Unnamed Driver	any person who is not named in Your Policy Schedule or certificate of insurance but who is authorized by You to drive the Car.
We/ Us/ Our/ Insurer/ AXA/ Company	AXA General Insurance Hong Kong Limited
Windscreen	Refers to the front, side, rear and quarter glass including the sunroof or any glass roof of the Car.
Young Driver	Any person who is below the age of twenty five (25) years old.
You/ Your/Insured/ Policyholder	the person named as the Policyholder in Your Policy Schedule.
Service Provider	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.

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 - 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:

- (i) the reasonable Market Value of the Car at the time of its loss or damage, or
- (ii) the Original Net Purchase Price of the Car,

whichever is the lesser amount.

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 Section 5.1 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

- 7.1 We will not be liable in respect of:
- 7.1.1 consequential loss;
- 7.1.2 depreciation wear and tear mechanical or electrical breakdown failure or breakage;
- 7.1.3 damage to tyres unless damage is caused to other parts of the Car at the same time; and
- 7.1.4 any claims excesses applicable to Section (I).
- 7.2 Battery Exclusion Clause (Applicable for Electric Vehicle only)
- We will not be liable for any loss of or damage to the Car and/or its Electric-Vehicle Battery directly or indirectly arising out of the following:
- 7.2.1 inherent defect or faulty design;
- 7.2.2 mechanical and electrical derangement or overload;
- 7.2.3 cleaning, alteration or modification, repair or maintenance;
- 7.2.4 misuse or use contrary to the Car's manufacturer's instruction; or
- 7.2.5 compatibility with any spare parts, equipment, Accessories, software or system which is not supplied or installed by the Car's manufacturer.

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 - 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:

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

- 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% respectively, but if more than one claim has been made or has arisen, the Discount shall be forfeited.
- 16.3 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:
- i. 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;
 - ii. civil commotion assuming the proportions of or amounting to popular rising,
 - iii. detention, seizure, confiscation or any attempt thereat;
 - iv. nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; or
 - v. 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 sanction, 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	Loss of or damage to the Car Authorized Repair Limit – paragraph 6.2.1	\$1,000
Section (II) Insurance	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) Insurance	Indemnity of medical expenses Policy Limit of Indemnity Any One Event – paragraph 15	\$4,000

- 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	\$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 \$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;
- 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 20% 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:

- a 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;
- b We will not be responsible for the delivery of the rental car;
- c this benefit is applicable to You and/or Named Drivers insured under the Policy only;
- d in the event of the Car being stolen, the statement reporting the loss to the police shall be produced;
- e You / Named Driver shall bear 20% of the rental costs;
- f 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:

- i. emergency roadside assistance
- ii. towing of the Car
- iii. rental car
- iv. general information of traffic regulation
- v. 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:

- i. general information of traffic regulation
- ii. 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:

1. 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;
2. 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 aforementioned (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 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):

21.4 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 AXA iMotor. 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)
Section (I) Car			
<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
Section (II) Your Liability to Third Parties			
<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
Section (III) Medical Expenses			
<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	✓	✗	\$4,000
Free Additional Benefits			
<i>Please refer to Policy Wording Paragraph 19 & 20 for details of terms, conditions and exclusions</i>			
1. Personal Accident to the Named Driver	✓	✗	\$100,000
2. No Claim Discount (NCD) Protection	✓	✗	Total claims <\$60,000 or 20% 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	✓	✗	
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)			
<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 paragraph 21.1
Additional Accessories	✓	✗	refer Policy Schedule
Third Party Property Excess Waiver to Named Driver	✓	✗	refer paragraph 21.3
Personal Accident to the Named Driver	✗	✓	refer paragraph 21.4

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 unauthorised 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. 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;
3. 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;
4. credit reference agencies or, in the event of default, debt collection agencies;
5. any actual or proposed assignee, transferee, participant or sub-participant of our rights or business;
6. any government department or other appropriate governmental or regulatory authority in Hong Kong or elsewhere; and
7. 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.

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 required.

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.

Important –

- 1) Please remember to quote your Policy reference in any communication.
- 2) In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.

Customer Service Hotline

Please keep this policy in good order. Should You have any enquiries, please call Us on:

2523 3061 for Insurance service hotline

3070 5003 for Insurance Claims hotline

AXA iMotor

附錄於保險保單並構成其一部份的保單承保條款

歡迎選用安盛保險有限公司的【AXA iMotor】。

閣下的保險單包含下列文件：

- 投保書
- 保險單(即本文件)內的條款及細則
- 承保表
- 以及任何其他備忘錄及批單

閣下的承保表顯示：

- 閣下投保的項目詳情
- 保險期
- 可能適用於閣下保險單的任何特定承保條款

閣下繳交承保表內所述的保險費後，倘若閣下於保險期內在「香港」內任何地方發生意外、受傷或遭受損失，我們會向閣下提供閣下下文所述閣下所選擇的部份之保險。

請閱讀本保險單保及閣下的承保表，以確保閣下知悉所獲提供的保障範圍。為方便參考，附錄載有一份總結所有項目的綜合保障表。

安盛保險有限公司同意，在符合本保險單所載或批註的條款、除外責任和細則的規定下，假如閣下、受保汽車或記名司機在保險期內蒙受下列損失或毀壞或受傷，本公司將會按照本保險單所界定的保障範圍作出彌償。

1 保險條款

閣下與我們雙方同意：

- 1.1 將投保書收納入本保險合約，並作為本保險合約的依據；
- 1.2 閣下將會或已經全數繳付承保表所列的保險費；
- 1.3 我們將會按照本保險單的條款及細則，為承保表所列保險期內發生的事故提供保險；及
- 1.4 我們承擔保險責任的先決條件如下：
 - 1.4.1 閣下或其他索取彌償者均已遵守本保險單任何有關應做或不應做事項的條款及細則；及
 - 1.4.2 投保書的內容均屬真實無訛。

2 一般定義

- 2.1 除非另有定義，否則保險單及承保表中出現的任何字詞具有以下意思。

詞語	意思
配件	正用於閣下受保汽車的視頻、音響及其他設備，它們是由閣下汽車的製造商按原廠規格裝配的。任何其他添加設備，除非在保險單上批註為閣下在投保書所選擇的附加保障項目，否則將不在保障範圍之內。
意外	受保汽車承受的暴力、可見及外來的無法預期及非故意的事故。
投保書	閣下或他人代表閣下以電子或其他方式提交的投保書、申請書、聲明及任何資料。
受保汽車	閣下的承保表指明的受保汽車，沒有對任何零件、配件、擋風玻璃及/或車窗進行任何改動或變更，但如閣下已申報並獲我們接受且根據本保險單批註則除外。
電動車電池	又稱「牽引電池」，指電池用作驅動該受保汽車。電動車電池通常為次要(可充電)電池。由於電動車電池需要可以在較長的時間內持續有功率輸出，電動車電池和一般車上負責啟動、照明以及點火(SLI)的汽車蓄電池不同，所以此等應用會使用深循環電池而非汽車蓄電池。包括鋰離子電池及其他類別電池。
批註/批單	對閣下的保險單所作的認可修改及/或修訂。
事故	由同一個原因或事源引起而與受保汽車有關的單一或連串事故。
本地區	香港區域；如以水路運載受保汽車(包括附帶的裝卸)，則包括香港的海域。
新牌司機	持有有效駕駛執照(不包括臨時駕駛執照)不足兩(2)年的人。
受保司機	閣下或任何獲閣下指令或許可駕駛受保汽車的其他人士，惟閣下或駕駛受保汽車的人士必須持有駕駛該汽車的有效執照或已持有而未遭吊銷或拒發該執照。「執照」一詞指本地區的法律、規例或發牌當局所規定的執照或許可證。

市值	以相同牌子及型號的車輛替換受保汽車的費用，該車輛須具有緊接於受保汽車發生意外之前的類似狀況、規格及車齡。
汽車保險局 M.I.B.	香港汽車保險局
記名司機	閣下的承保表中「記名司機資料」之下指定的任何人。
無索償折扣	在符合下列條件的情況下給予閣下保險費的折扣： (a) 沒有作出過任何索償，及 (b) 任何第三方沒有對閣下作出過任何索償。
原本的淨購價	即車輛登記文件上的受保汽車的首次登記時的應課稅值和已繳付的首次登記稅的總和。
保險期	閣下的承保表顯示的承保期間。儘管閣下的保險單在同一日提出申請並獲得受理，閣下的保險單僅在閣下的投保書獲得我們接納一刻才生效。
保險單	閣下的投保書、閣下的保險單(即本文件)、閣下的承保表及其後的任何批單，全部作為同一份合約一併閱讀。
承保表	反映以下詳情的文件： (a) 閣下， (b) 閣下的受保汽車， (c) 任何記名司機，及 (d) 特定適用於閣下保險單的任何條款及細則。
盜竊	發生任何人故意並且不誠實地取去閣下的受保汽車、配件或零件的事故，而在取走閣下的受保汽車、配件或零件時沒有徵得閣下同意的事故。
非記名司機	沒有在閣下的承保表或保險證書中指定但獲得閣下授權駕駛受保汽車的任何人。
我們/承保人/安盛/本公司	安盛保險有限公司
擋風玻璃	指受保汽車的前擋玻璃、兩側車窗、後擋玻璃及三角玻璃，包括天窗或任何玻璃車頂。
年輕司機	任何年齡二十五(25)歲以下的人士。
閣下/您(你)的/受保人/投保人	閣下的承保表中列明為投保人的人士。
服務提供者	本公司委聘以便提供本保險單涵蓋的服務的獨立承判商。服務提供者並非本公司的僱員、代理人或受僱人，本公司不會就該等承判商的任何行為或未能提供有關服務而承擔任何責任。

2.2 在本保險單中，除另有規定外，單數須包括複數，反之亦然；凡提及某一性別的皆適用於其他性別。

2.3 在保險單上的所有金額均以港元計算，除非另有說明。

3 適用承保範圍

3.1 如在承保表上的「保障計劃」是「綜合保險」，則本保險單第(I)、(II)及(III)部份和第19段均適用。

3.2 如在承保表上的「保障計劃」是「第三者責任保險」，則只有本保險單第(II)部份和第20段適用。

4 受保汽車使用限制

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

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

5 第(I)部份保險 — 受保汽車的損失或毀壞

5.1 我們將會就受保汽車及/或其配件及/或其零件(只限閣下受保汽車的製造商裝配的、正用於受保汽車的原廠規格配件及零件)的損失或毀壞對閣下作出彌償。我們可根據我們的選擇權修理、復原或替換受保汽車及/或其配件及/或其零件，或對損失或毀壞作出現金彌償。

根據第5.1段，我們所作的彌償只限於：

- a. 受保汽車在損失或毀壞時的合理市值，或
- b. 受保汽車原本的淨購價，

以較低者為準。

5.2 如受保汽車因本保險單承保的損失或毀壞而不能行駛，我們將會額外支付以下安排所需的合理費用：

5.2.1 保護及運送受保汽車至最近的修理處；及

5.2.2 在完成修理後將受保汽車送回受保人在本地區(即發生損失或毀壞的地區)內的地址；

惟上述費用不得超過協定受保汽車修理費用的20%。

- 5.3 如受保汽車及/或其配件及/或其零件損失或毀壞，而本地區(即修理受保汽車的所在地)沒有所需零件的存貨，或我們選擇對損失或毀壞作出現金彌償，則我們對該零件的彌償責任僅限於該零件製造商或其代理商為本地區(即修理受保汽車的所在地)所發佈的最新目錄或價格表內的價格，或如無此等目錄或價格表，則僅限於最後在該製造廠取得的價格加上運送(空運除外)到本地區(即修理受保汽車的所在地)的合理運費，以及有關的進口稅與裝配該零件的合理費用。

6 適用於第(I)部份保險的特別條件

- 6.1 如果本公司知悉受保汽車是一項租購協議的標的物，則分期貸款公司將在承保表或本保險單批單的批註列明。本公司就受保汽車的損失或毀壞所支付的任何現金款項均應向如此列明的分期貸款公司支付。該分期貸款公司簽發的收據即成為本公司對該損失或毀壞所負責任的圓滿了結。在所有情況下，對受保汽車的彌償均以損失或毀壞時第5.1段所示的為基礎。
- 6.2 閣下對我們根據本保險單可能負責彌償的損毀，可授權對受保汽車進行必要的修理，但須符合下列條件：
- 6.2.1 預計修理費不得超過第18.1段所列的「獲認可修理費用限額」；
- 6.2.2 即時向我們提供修理費的詳盡估價；及
- 6.2.3 閣下須全力協助我們明白該項修理是必需的而收費是合理的。
- 6.3 如受保汽車的修理費用是第(I)部份的索償項目，我們有權否決有關修理地點或修理商號的建議。
- 6.4 就根據本保險單第(I)部份作出的彌償而言，雙方謹此明白及同意，如閣下選用的維修商的維修費用報價似乎並不合理，則我們有權行使權力選用其他維修商修理受保汽車。
- 6.5 我們根據本保險單承擔法律責任的先決條件如下：
- 6.5.1 受保汽車裝設我們核准的防盜系統，而在未得我們同意下，不得拆除、改裝該系統或改變其震動程度，或進行任何可能影響該系統的結構性改裝。
- 6.5.2 當受保汽車無人看管時，及在所有其他適當時候，必須在任何時間啟動該防盜系統，使其全面發揮功效。
- 6.5.3 該防盜系統必須在本保險單生效期間一直運作正常。
- 6.5.4 所有其他為受保汽車安全而設的保護措施，必須在本保險單生效期間一直運作正常，及在所有適當時間全面發揮功效。
- 6.5.5 當受保汽車無人看管時，及在所有其他適當時間，不得將上述防盜系統的任何相關鑰匙及後備鑰匙遺留在受保汽車內。

7 適用於第(I)部份保險的特別除外責任

- 7.1 我們對下列項目概不負責：
- 7.1.1 後果損失；
- 7.1.2 折舊、自然損耗、機件或電器故障、失靈或破損；
- 7.1.3 輪胎受損，除非受保汽車其他部份同時受損；及
- 7.1.4 任何適用於第(I)部份的索償墊底費。
- 7.2 電池不受保條款(適用於電動車)：
- 我們不會就受保汽車及/或其電動車電池因以下直接或間接造成的任何損失或損害負責：
- 7.2.1 固有缺陷或設計錯誤；
- 7.2.2 機械及電子損壞或超過負荷；
- 7.2.3 清潔、改動或改裝，維修或保養；
- 7.2.4 濫用或違反該受保汽車製造商的使用指引；
- 7.2.5 非受保汽車製造商提供或安裝的零件、設備、配件、軟件或系統而造成的兼容性問題。

8 適用於第(I)部份保險的索償墊底費

- 8.1 對於任何導致索償的事故(盜竊或企圖盜竊的事故除外)，我們將不負責有關索償的首筆相等於承保表中適用於「第(I)部份 – 你的汽車損失或毀壞」的「一般墊底費」的款項。
- 8.2 如在導致索償的事故發生時：
- 8.2.1 正駕駛受保汽車的人士並非承保表所列的「記名司機」，根據第8.1段不應由我們負責的首筆款額則會增加，即加上承保表所列適用於「第(I)部份 – 你的汽車損失或毀壞」的「非記名司機墊底費」；
- 8.2.2 受保汽車正由二十五歲以下的人士駕駛，根據第8.1段不應由我們負責的首筆款額則會增加，即加上承保表所列適用於「第(I)部份 – 你的汽車損失或毀壞」的「年輕司機墊底費」；
- 8.2.3 受保汽車正由持有駕駛執照(不包括臨時駕駛執照)不足兩年的人士駕駛，根據第8.1段不應由我們負責的首筆款額則會增加，即加上承保表所列適用於「第(I)部份 – 你的汽車損失或毀壞」的「新牌司機墊底費」；
- 8.2.4 受保汽車正停放在一處，根據第8.1段不應由我們負責的首筆款額則會增加，即加上承保表所列適用於「第(I)部份 – 你的汽車損失或毀壞」的「停泊損毀墊底費」。

- 8.3 對於任何因盜竊或企圖盜竊受保汽車而引致的索償，我們將不負責每項索償首筆相等於承保表中「盜竊損失墊底費」的款項。
- 8.4 一旦根據第 (I) 部份作出索償：
- 8.4.1 如第 8.3 段適用，則第 8.1 及 8.2 段並不適用；
- 8.4.2 如第 8.1 段適用及第 8.2.1、8.2.2 和 8.2.3 段當中任何一段或多段適用，則不應由我們負責的首筆款額將予以累積計算；
- 8.4.3 如我們招致的開支包括任何根據第 8.1、8.2 或 8.3 段不應由我們負責的金額，受保人須立即將該筆款項償還給我們。
- 8.5 如受保汽車的損失或毀壞由獨立產生（即並非因任何先前涉及受保汽車的意外引致）的火災、自燃、閃電或爆炸造成，則第 8.1 及 8.2 段的規定將不適用。

9 第 (II) 部份保險 — 第三者的法律責任

在保險單責任限額、條件和除外責任的規限下，我們就閣下及/或任何受保司機及/或（在閣下要求下）任何在受保汽車內或進出受保汽車的人士（駕駛汽車的人士除外）有關：

9.1 任何人的死亡或身體受傷；及/或

9.2 財產損毀

在法律上應負責支付的一切款額（包括索償人的訟費與開支），以及在我們的書面同意下由閣下或閣下的代表招致及/或由受保司機或其代表招致及/或由該其他人士或其代表招致的其他訟費與開支，向閣下及/或該受保司機及/或該其他人士作出彌償。上述傷亡或財產損毀源自受保汽車所引致或涉及的意外，包括在受保汽車裝卸貨物，以及在行車道或大道範圍內將需要裝上受保汽車的貨物搬至該汽車或在受保汽車卸貨後將貨物搬離該汽車。

10 適用於第 (II) 部份保險的保險單責任限額

- 10.1 根據第 (II) 部份我們因任何事故向閣下及/或其他索取彌償的人士所提供的彌償，包括索償人的訟費與開支，以及在我們的書面同意下由閣下或閣下的代表招致及/或由該其他人士或其代表招致的其他訟費與開支，均以下列限額：
- 10.1.1 有關根據第 9.1 段任何人的死亡或身體受傷，限額見第 18.1 段「第三者死亡或身體受傷」一欄；及
- 10.1.2 有關根據第 9.2 段的財產損毀，限額見第 18.1 段「第三者財產損毀」一欄。

如本保險承保多於一輛汽車，不論涉及在同一事故中的受保汽車數目多少，仍以上述彌償限額為準。

- 10.2 如任何事故導致多於一人獲得彌償，則第 10.1 段規定我們的彌償限額將適用於所有索取彌償人士的彌償總額，而閣下可優先獲得彌償。
- 10.3 在導致第 (II) 部份一宗或一連串索償的事故發生後，我們可隨時向閣下及/或任何其他索取彌償的人士全數支付第 10.1 段規定我們的責任限額（但需扣除任何已付數額）或索償達成和解的較少款額，而我們須放棄進行任何抗辯、和解或司法程序，從此對以下各項概不負責：應向索償人支付的損害彌償及索償人的訟費；或任何因聲稱中我們在抗辯、和解或司法程序方面的作為或不作為，或因我們的上述放棄行為而被指稱導致閣下或有關人士蒙受的損害。我們對以下費用亦不負責：閣下或有關人士或索償人或其他人士在我們採取上述放棄行為後才招致的任何訟費或開支。

11 適用於第 (II) 部份保險的特別條件

- 11.1 如任何有權根據第 (II) 部份獲得彌償的人士去世，我們則在按照及不抵觸本保險適用於該死者的限制條款下，就該人士招致的法律責任向其法定遺產代理人作出彌償。
- 11.2 我們有權選擇及自費：
- 11.2.1 安排代表出席與第 (II) 部份彌償所針對的死亡有關的調查或死因研訊；及/或
- 11.2.2 在法院司法程序中就任何或指稱中的罪行導致或涉及第 (II) 部份彌償所針對的事故抗辯。

12 第 (II) 部份保險的特別除外責任

我們對下列項目概不負責：

- 12.1 對任何索取彌償的人士作出彌償：
- 12.1.1 除非該人士遵守、履行及符合本保險單所有適用的條款及細則；或
- 12.1.2 如該人士有權根據其他保險單獲得彌償；
- 12.2 受僱於以下人士者在受僱工作期間因工死亡或身體受傷：
- 12.2.1 任何根據第 (II) 部份索取彌償的人士（包括受保人）；或
- 12.2.2 任何根據第 (II) 部份索取彌償的人士（包括受保人）的僱主；

- 12.3 屬於以下人士或由以下人士以信託形式持有、保管或管控的財產所蒙受的損失：
- 12.3.1 任何根據第 (II) 部份索取彌償的人士 (包括受保人)；或
- 12.3.2 與任何根據第 (II) 部份索取彌償的人士 (包括受保人) 共住的人士；
- 12.4 並非由香港具司法管轄權的法院作出初審的判決；或
- 12.5 適用於第 (II) 部份保險的索償墊底費。

13 適用於第 (II) 部份保險的墊底費

- 13.1 如有事故導致第三者財產損毀的法律責任而索取彌償，我們將不負責有關索償的首筆相等於承保表中適用於「第 (II) 部份 – 第三者財產損毀」的「第三者財產墊底費」的款項；
- 13.2 任何意外如導致僅產生第三者財產損毀的法律責任而索取彌償，而閣下的承保表上的「保障計劃」是「綜合保險」，則本公司特此同意，倘若事故發生之時受保人屬以下情況，本公司將豁免第 13.1 段所述的第三者財產墊底費：
- 13.2.1 正駕駛受保汽車；及
- 13.2.2 年齡介乎 30 至 45 歲之間；及
- 13.2.3 持有有效駕駛執照兩年以上。

上述對於第三者財產墊底費的豁免不適用於承保表所列的第 99 類別的受保汽車。

- 13.3 如在導致索償的事故發生時：
- 13.3.1 正駕駛受保汽車的人士並非承保表所列的「記名司機」，根據第 13.1 段不應由我們負責的首筆款額則會增加，即加上承保表所列適用於「第 (II) 部份 – 第三者財產損毀」的「非記名司機墊底費」；
- 13.3.2 受保汽車正由二十五歲以下的人士駕駛，根據第 13.1 段不應由我們負責的首筆款額則會增加，即加上承保表所列適用於「第 (II) 部份 – 第三者財產損毀」的「年輕司機墊底費」；
- 13.3.3 受保汽車正由持有駕駛執照 (不包括臨時駕駛執照) 不足兩年的人士駕駛，根據第 13.1 段不應由我們負責的首筆款額則會增加，即加上承保表所列適用於「第 (II) 部份 – 第三者財產損毀」的「新牌司機墊底費」；
- 13.4 一旦根據第 (II) 部份作出索償：
- 13.4.1 如第 13.1 段適用及第 13.3.1 和 13.3.2 段當中任何一段或多段適用，則不應由我們負責的首筆款額將予以累積計算；
- 13.4.2 如我們因索償而招致的開支包括任何根據第 13.1 或 13.2 段不應由我們負責的金額，閣下須立即將該筆款項償還給我們。

14 使若干條款無效及有權追回款項

如按照本地區任何國家的法律或根據我們與香港汽車保險局的任何協議，我們須支付一筆依據本保險單不應由我們負責的款項，則閣下及任何其他獲我們為其付款的人士須立即將該筆款項償還給我們。

15 第 (III) 部份保險 – 醫療費用的彌償

如閣下或受保司機 (除閣下以外) 或受保汽車任何佔用人的身體直接及即時因受保汽車的意外透過暴力、突發、外來及可見的途徑而受傷，我們將向閣下支付為此而招致的合理醫療費用，但在任何情況下，我們根據第 (III) 部份因任何事故承擔的法律責任不得超過第 18.1 段所列第 (III) 部份「保險單彌償限額」所列的金額。

16 無索償折扣 (簡稱「折扣優惠」)

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

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

- 16.2 如在可得40%或以下折扣優惠的保險期內曾根據本保險單作出或出現索償，則該折扣優惠須被取消；及
如在可得50%或60%折扣優惠的保險期內曾根據本保險單作出或出現一項索償，則該折扣優惠須在下次續期時分別減至20%或30%；但如作出或出現超過一項索償，則該折扣優惠須被取消。
- 16.3 為免除疑問，倘在保險期間曾依據本保險單任何部份作出索償，則縱使閣下及/或索取彌償的人士堅稱或聲稱發生引致索償的事故，不應歸咎於閣下或該人士或並非由閣下或該人士促成，閣下或該人士所享有的折扣優惠仍須根據第16.2段被取消或扣減。

17 一般除外責任

我們根據本保險單對下列項目概不負責：

- 17.1 在下列情況下造成、蒙受或招致的任何意外、損失、毀壞或法律責任：
- 17.1.1 在本地區以外範圍；
- 17.1.2 在獲受保人指令、許可或在其知情的情況下，與本保險單所提供的彌償有關的受保汽車在並非遵照保險單「受保汽車使用限制」的情況下使用中，或由並非受保司機的人士駕駛(或所謂由該人士駕駛，是指在該人士指揮下駕駛)；
在任何訴訟、訟案或其他法律程序中，如我們指稱任何意外、損失、毀壞或法律責任因第17.1.2段的緣故不可根據本保險單獲得彌償，則舉證責任落在索取彌償的人士身上，由其證明該意外、損失、毀壞或法律責任可獲彌償。
- 17.2 由下列項目直接或間接、作為近因或遠因引起、參與造成、引發或相關的任何意外、損失、毀壞或法律責任(但為符合《汽車保險(第三者風險)條例》的規定而必須負責的情況則屬例外)：
- i. 戰爭、侵略、外敵行為、敵對行為或軍事行動(無論有否宣戰)、內戰、叛變、軍事起義、起義、叛亂、革命、軍事或篡奪力量、戒嚴；
- ii. 具備民眾起義特質或構成民眾起義的民眾騷亂；
- iii. 扣留、扣押、充公或與之有關的嘗試；
- iv. 由任何政府或公共或地方當局或根據任何政府或公共或地方當局的命令而對財產進行國有化、徵用、毀滅或損毀；或
- v. 任何人(一人或多人)作出的行為或代表任何組織或與任何組織有關連而作出的行為，而該行為的目的是包括以恐怖主義或任何暴力手段推翻或影響任何合法或實質政府；
- 或因任何上述事件產生的直接或間接後果。
- 在任何訴訟、訟案或其他法律程序中，如本公司指稱任何意外、損失、毀壞或法律責任因第17.2段的緣故不可根據本保險單獲得彌償，則舉證責任落在索取彌償的人士身上，由其證明該意外、損失、毀壞或法律責任可獲彌償。
- 17.3 恐怖主義除外責任條款
- 儘管本保險計劃內或其任何批單內有任何相反的規定，不管有沒有其他同時或按任何其他次序促成有關損失的成因或事件，現協定本保險計劃並不包括因任何恐怖主義行為而直接或間接導致、引致或與此等行為有關的任何性質的損失、毀壞、費用或開支。
- 就本第17.3段而言，恐怖主義行為是指無論單獨行事或代表任何機構(一間或多間)或政府(一個或多個)或與該(些)機構或該(些)政府有關的任何人或一群(或多群)人為政治、宗教、意識形態或類似目的包括影響任何政府及/或令公眾或任何公眾階層恐懼的意圖而作出的行為，包括但不限於使用武力、暴力及/或威脅使用武力或暴力。
- 本第17.3段亦不包括直接或間接因任何為控制、防範、遏止任何恐怖主義行為或與任何恐怖主義行為有關而採取的行動而造成、導致或與該些行動有關的任何性質的損失、毀壞、費用或開支。
- 假若我們指稱基於此項除外責任條款，有任何損失、毀壞、費用或開支不包括在本保險計劃的保障範圍內，則證明與此指稱相反的情況之責任由受保人承擔。
- 倘若本第17.3段的任何部份被裁定屬無效或不能強制執行，其餘部份將仍然維持全面有效。
- 17.4 任何因協議而附加的法律責任，而若無該協議則本應不會附加該等法律責任；
- 17.5 由電離輻射或放射性污染(來自核燃料或來自燃燒核燃料所得的核廢料)直接或間接引致或參與造成的任何意外、財產損失或毀壞，或任何因此造成的損失或開支，或任何相應而產生的損失，或任何性質的法律責任。本第17.5段所指的燃燒包括自持核裂變；
- 17.6 直接或間接由核子武器材料引致或參與造成的任何意外、損失、毀壞或法律責任；

- 17.7 在下列情況下引致、蒙受或招致的任何意外、損失、毀壞或法律責任；
- 17.7.1 閣下或任何受保司機被定罪，在受酒精及/或藥物的影響下駕駛或掌管或控制受保汽車，其程度達到沒有能力妥當地控制受保汽車；或
- 17.7.2 閣下或任何受保司機駕駛或掌管或控制受保汽車，而其呼氣、血液或尿液中的酒精比例超過香港法例第374章《道路交通條例》第2條(可不時修訂)或任何其他代替此條的法例訂明的限度；或
- 17.7.3 閣下或任何受保司機被定罪，當其駕駛或掌管或控制受保汽車，在根據法例被要求時，在無合理辯解的情況下，沒有提供呼氣、口腔液、血液或尿液樣本以供化驗或分析，或未能進行任何其他有關測試。
- 17.8 制裁責任限制及除外條款
- 倘若保險公司會因所提供的保障、賠償款項或利益而面臨聯合國決議下的任何制裁、禁令或限制，或遭受歐盟、英國或美國的法律、法規、貿易或經濟下的制裁，保險公司將不會視作提供任何保障，及無須承擔任何賠償或提供任何利益之責任。

18 一般條件

- 18.1 雙方謹此知悉並協定，本保險單的保險責任限額如下：

第(I)部份保險	有關受保汽車的損失或毀壞的獲認可修理費用限額 – 第6.2.1段	\$1,000
第(II)部份保險	每宗事故的第三者法律責任保險單賠償限額	
	第三者死亡或身體受傷 – 第10.1.1段	\$100,000,000
	第三者財產損毀 – 第10.1.2段	\$2,000,000
第(III)部份保險	醫療費用的彌償每宗事故的保險單賠償限額 – 第15段	\$4,000

- 18.2 凡根據本保險單發出或作出的通知書或通訊，均須以書面形式送達本公司。
- 18.3 一旦發生任何可引致本保險單索償的事故，受保人須立即將全部詳情通知本公司。受保人在收到任何索償書信、令狀、傳票或法律程序文件後，須立即通知並將有關文件轉交本公司。受保人或任何索取彌償的人士如獲悉與引致本保險單索償的事故有關而即將進行的起訴、調查或死因研訊，須立即以書面通知本公司。如因盜竊或其他刑事罪行可能成為本保險單索償的因由，受保人須立即通知警方，並須與本公司合作將犯罪者繩之於法。
- 18.4 在未得我們事先書面同意前，受保人(或其代表)或任何索取彌償的人士(或其代表)不得作出以下任何一項：承認、要約、承諾、付款或彌償。我們有權以受保人或索取彌償人士的名義就任何索償接辦及進行抗辯或和解，或為我們的利益以受保人或該人士的名義，就任何對彌償或損害賠償或其他項目的索償作出起訴。我們對進行任何法律程序及任何索償的和解享有全面的酌情決定權。閣下及該人士須提供一切我們所需的資料及協助。
- 18.5 閣下須採取一切合理步驟以防受保汽車損失或毀壞，以及保持受保汽車的良好性能。我們有權隨時全面自由檢查受保汽車或其任何部份，或查問閣下的司機或僱員。如遇意外或故障，不得將受保汽車置諸不理而不採取適當措施以防止進一步的毀壞或損失；如受保汽車在未經必需的修理前遭人駕駛，則任何增加的損毀或受保汽車任何進一步的損毀或因此而引起的第三者法律責任，均不得包括在本保險單的彌償範圍內。
- 18.6 我們可透過下述方式取消本保險單：七天前以電子郵件將有關通知發送至閣下最後為人所知的電郵地址或以掛號郵遞將有關通知寄達閣下最後為人所知的地址。在該情況下，我們在扣除本保險單有效期內按比例應付的保險費後，將向閣下退還保險費餘款；或本保險單可隨時由閣下以七天通知取消，而(只要在當時的保險期內未出現任何索償，並在取消日期當日或之前已將當時的保險證書交還給我們)閣下有權獲退還按沒有生效的本保險單期間之比例計算的保險費，條件是我們無須退還金額低於500港元(未計算汽車保險局M.I.B.附加費)的任何保險費。
- 18.7 如在本保險單之下出現索償時有任何其他承保同一損失、毀壞或法律責任的保險，我們不必負責支付或攤分超過其按比例計算我們應付的損失、毀壞、彌償、訟費或開支數額；但在任何情況下，若無本第18.7段我們便可根據第12.1.2段予以免除法律責任的，則本第18.7段均不得將任何責任加於我們。
- 18.8 所有源於本保險單的分歧須根據當時的《仲裁條例》以仲裁裁決。如各方未能就仲裁人或公斷人人選達成協議，則須交由香港國際仲裁中心當時的主席決定人選。現明文規定，必須先取得仲裁裁決，始有權為本保險單提出訴訟。如我們對於根據本保險單作出的索償向閣下表明我們不承擔責任，而該索償並未在上述不承擔責任的聲明後12個公曆月內根據本保險單規定提交仲裁，則就各方面而言，該索償當作已被放棄，以後不得根據本保險單進行追討。
- 18.9 在遵守第18.8段的規定的前提下，本保險單受香港法院的專屬司法管轄權所管轄並根據香港法律詮釋。
- 18.10 本保險單的最低保險費為\$500(未計算汽車保險局M.I.B.附加費)。
- 18.11 任何不是本保險單某一方的人士或實體，不能根據《合約(第三者權利)條例》(香港法例第623章)強制執行本保險單的任何條款。

19 免費額外保障(只適用於投保「綜合保險」保障計劃)

19.1 記名司機的人身意外

我們會按照下列的賠償額，就本保險單的記名司機遭受的下文界定的身體傷害向其支付賠償，而該記名司機在意外發生時是受保汽車的駕駛者，其遭受的身體傷害是由獨立而非因任何其他原因產生的暴力、突發、外來及可見的途徑導致(因有關受傷而進行的醫學治療或手術治療除外)，並須於受傷後三個月內造成下列情況：

		賠償額
1.	死亡	\$100,000
2.	雙目完全失明及無法治癒	\$100,000
3.	雙手手腕或其以上位置或雙腳腳踝或其以上位置或一隻手手腕或其以上位置及一隻腳腳踝或其以上位置截肢而完全喪失雙手或雙腳或一隻手及一隻腳	\$100,000
4.	一隻手手腕或其以上位置或一隻腳腳踝或其以上位置截肢而完全喪失一隻手或一隻腳及一隻眼睛完全失明並無法治癒	\$100,000
5.	一隻眼睛完全失明及無法治癒	\$50,000
6.	一隻手手腕或其以上位置或一隻腳腳踝或其以上位置截肢而完全喪失一隻手或一隻腳	\$50,000

除非本保險單的條款另有規定，否則必須符合以下條件：

- i. 本公司只會就每宗事故對每名記名司機所受的上述1至6項傷害其中一項支付賠償，而本公司在每一保險期內向每名記名司機支付的最高賠償總額為\$100,000；
- ii. 記名司機在身體受傷時年齡必須介乎18至70歲；
- iii. 本公司不會就直接或間接、完全或部份因下列情況引起或導致或可透過下列情況追溯的身體受傷支付賠償：
 - a. 蓄意自我傷害、自殺(無論是否屬嚴重罪行)或企圖自殺、體弱缺陷；或
 - b. 記名司機在令人醺醉的酒類的影響下或在藥物影響下發生意外；
- iv. 有關賠償必須直接支付予受傷人士或其法定遺產代理人，而其收受有關賠償後即代表本公司對該受傷人士所受的該傷害的圓滿了結；及
- v. 受保汽車在符合保險單「受保汽車使用限制」的情況下使用。

19.2 無索償折扣保障

儘管有本保險單第16段的規定，若本公司在本保險單的保險期內的賠償總額不超過\$60,000或受保汽車的合理市值的20%(以較低者為準)，受保人在本保險單的保險期屆滿續保時，將可享有與本保險單相同的無索償折扣保障。

雙方明白及協定必須查明所有申索，倘若無論甚麼理由(包括雙方均不續保)而須將無索償折扣轉移至任何其他一間保險公司，則本節的額外保障將不適用。

假如受保汽車屬於承保表內所列的第99汽車類別，則此項「無索償折扣保障」將不適用。

19.3 新換舊賠償

倘受保汽車被盜竊或在意外中完全損毀，而按照本保險單的條款及細則可獲本保險單提供保障，我們同意以受保汽車相同車廠及型號的新車作為賠償而不扣除任何本保險期內的折舊率，但須符合下列條件：

- 19.3.1 受保人是受保汽車的首名登記車主；
- 19.3.2 必須在受保汽車製造年份隨後一個公曆年內到運輸署辦理首次登記；
- 19.3.3 有關損失在受保汽車於運輸署辦理首次登記後首十二個月內發生；
- 19.3.4 與受保汽車屬相同車廠相同型號的車在香港有售；
- 19.3.5 受保汽車進行的任何改裝/修改將不獲保障
- 19.3.6 不包括附加配件及設備，但由受保汽車製造商裝置的並已投保的自選配件及設備除外；
- 19.3.7 獲賠新車的淨購價不超過受保汽車原本的淨購價；及
- 19.3.8 受保人獲賠新車之前必須取得本公司書面同意。

但如受保人選擇不接受本公司以新車賠償或未能找到相同車廠相同型號的新車，本公司將會根據本保險單的條款及細則支付賠償予受保人，猶如本第19.3段並不適用一樣。

19.4 「零」折舊率修理賠償

若受保汽車遇上意外而須進行維修，需更換之零件均不會被扣除折舊率，但須符合下列條件：

- 19.4.1 受保汽車必須在其製造年份隨後一個公曆年內於運輸署辦理首次登記；及
- 19.4.2 有關損失在受保汽車於運輸署辦理首次登記後首十二個月內發生。

19.5 更換擋風玻璃

我們會就受保汽車的任何擋風玻璃或車窗玻璃因意外後破爛而須維修或更換，於每個保險期支付最高賠償總額為\$5,000，但受保汽車必須沒有其他損毀情況。就本附加保障而言，破爛指受保汽車的擋風玻璃或車窗玻璃的實質損毀，但不包括裝飾性損毀或任何製造缺陷。

我們根據本附加保障支付的賠償，將不會影響受保人的無索償折扣。

19.6 拖車服務

若受保汽車因意外或其機件故障而不能、不適宜或不安全被駕駛，及不能在路邊進行維修，本公司將承擔費用安排將受保汽車拖往任何汽車修理處或閣下或閣下授權的司機要求的在香港的任何其他地方，但按此項保障追討的最高金額為每個保險期\$2,000。在上述情況下，不得在拖車服務提供者到場之前將受保汽車置諸不理。

19.7 臨時代用車服務

若受保汽車：

- 19.7.1 因交通意外或已正式向本公司報告索償而本保障適用的意外而導致無法行駛，必須在維修商/維修中心進行維修超過48小時，或
- 19.7.2 被發現遭盜竊及在隨後48小時內未能尋回，我們會支付租用代用車輛所招致或必需招致的費用，但須符合以下條件：
 - a 代用車輛的車廠及型號必須與受保汽車為同一款式或相類似款式，而非較受保汽車的更佳或更昂貴；
 - b 我們將不負責交送代用車輛；
 - c 此項保障只適用於閣下及/或本保險單承保的記名司機；
 - d 若受保汽車被盜竊，受保人必須將其向警方報失而錄取的口供提供予本公司；
 - e 閣下/記名司機須負責支付代用車輛租金的20%；
 - f 閣下須向本公司提交由租車公司發出的正式租用車輛發票/收據。

當完成維修受保汽車(就上述第19.7.1段而言)或尋回被盜竊的受保汽車而其狀況良好，上述額外保障將立即終止。此項保障的最高賠償限額為每宗意外或每個保險期\$4,000及每天最高賠償額為\$1,000。涉及本代用車輛的任何撞車損毀費用、選擇性保險或燃油費用及/或法律責任，均不在閣下保險單的保障範圍內。

任何根據第19.7段可獲賠償的申索(一宗或多宗)的先決條件是閣下/記名司機須遵守本保險單的所有條款及細則。

19.8 追討索償服務

我們會向閣下提供追討索償服務，代閣下追討因下列在香港特別行政區發生的事件招致而未有投保的損失：

- 19.8.1 有關事件已向我們報告，而我們亦已就受保汽車的損毀支付賠償；及
- 19.8.2 有關事件是由於第三方(一人或多人)的疏忽造成；

本段亦規定：

- 19.8.3 閣下必須在進行追討索償訴訟期間全力協助我們，並與我們充份合作；
- 19.8.4 我們並不保證能成功追討，亦不會就敗訴而承擔任何法律責任；及
- 19.8.5 我們保留所有權利，在我們認為適當時行使我們完全及絕對的酌情決定權終止追討索償訴訟；

進行追討索償訴訟所必需招致的法律費用及所有相關代墊支費用，將會由閣下及我們共同支付，金額將按照各自索償的比例而定。

19.9 24小時緊急服務(諮詢熱線)

在保險期內，閣下及/或受保司機可致電汽車保險諮詢熱線：(852) 2851 1990。

請於致電熱線時提供下列資料：

- 閣下的姓名；及
- 保險單編號、受保汽車車牌號碼及保險單生效日期；及
- 熱線員工能與閣下聯絡的電話號碼；及
- 意外的簡略描述及要求提供協助的性質。

本公司提供下列緊急服務：

- i. 路邊緊急協助
- ii. 拖車
- iii. 代用車輛
- iv. 一般交通規例資料
- v. 關於索償程序及報告索償的諮詢

以上服務僅以諮詢或轉介服務的基礎提供。所招致的費用應由閣下支付。

我們的24小時諮詢熱線服務由服務提供者配合提供。我們不會就服務提供者的行為或未能提供有關服務負責。

19.10 安盛特許維修服務

一旦發生任何可引致本保險單第(I)部份索償的意外(盜竊或企圖盜竊事件除外)，而閣下要求本公司賠償受保汽車及/或其配件及/或其零件的損失或毀壞，若受保汽車的維修是由安盛特許維修商負責，閣下可享有下列額外保障：

19.10.1 我們會向閣下支付\$300作為交通津貼。

19.10.2 倘閣下須承擔折舊率，我們會補貼有關折舊率高達\$3,000，但須符合下列條件：

19.10.2(a) 必須在受保汽車製造年份隨後一個公曆年內於運輸署辦理首次登記；及

19.10.2(b) 有關損失在受保汽車於運輸署辦理首次登記後五年內發生。

第19.10.1及19.10.2段保障不適用於第19.5段所述更換擋風玻璃的索償。

19.10.3 由安盛特許維修商在本地區內提供意外後的免費拖車服務；

19.10.4 優先為受保汽車進行維修；

19.10.5 在歸還維修後的受保汽車之前，免費進行外部清洗及內部吸塵清潔；

19.10.6 免費歸還受保汽車予閣下，歸還地點為閣下及安盛特許維修商雙方均認為方便的地方；

19.10.7 由安盛特許維修商所維修的零件，獲提供六個月保養。

就本保障而言，「安盛特許維修商」指本公司在意外時委託作為服務提供者的修理處或車房或維修商。

閣下如欲查詢安盛特許維修商名單，可致電24小時意外諮詢熱線(852) 2851 1990。

20 免費額外保障(只適用於「第三者責任保險」保障計劃)

20.1 24小時緊急服務(諮詢熱線)

在保險期內，閣下及/或受保司機可致電汽車保險諮詢熱線：(852) 2851 1990。

請於致電熱線時提供下列資料：

- 閣下的姓名；及
- 保險單編號、受保汽車車牌號碼及保險單生效日期；及
- 熱線員工能與閣下聯絡的電話號碼；及
- 意外的簡略描述及要求提供協助的性質。

本公司提供下列緊急服務：

- i. 一般交通規例資料
- ii. 關於索償程序及報告索償的諮詢

以上服務僅以諮詢或轉介服務的基礎提供。所招致的費用應由閣下支付。

我們的24小時諮詢熱線服務由服務提供者配合提供。我們不會就服務提供者的行為或未能提供有關服務負責。

21 附加保障項目(自選)

閣下的承保表上如列明以下任何附加保障項目，該等項目應附加於保險單並成為保險單的一部份。附加保障項目詳情請參閱下文。

(只適用於「綜合保險」保障計劃)：

21.1 受保汽車在中華人民共和國廣東省及/或港珠澳大橋發生損毀情況

鑒於閣下繳付額外保險費，作為代價，我們同意當受保汽車在中華人民共和國廣東省及/或港珠澳大橋境內行駛時，閣下的保險單延伸至涵蓋第(I)部份「針對受保汽車的損失或毀壞」及第(III)部份「醫療費用的彌償」之下對閣下及閣下的受保汽車的保障。原保險單的彌償限額維持不變。第19段所述的免費額外保障適用，但以下項目除外：

- 第19.8段的追討索償服務；及
- 第19.9段的(i)路邊緊急協助；及(iii)代用車輛等兩項緊急服務，

而且本第21.1段亦須符合下列條件：

1. 第19.6段中「在香港」一語予以刪除，並以下文取代：「在香港及/或廣東省境內」；及
2. 對於在廣東省及/或港珠澳大橋產生的任何索償，適用於第(I)部份的「一般墊底費」及「盜竊損失墊底費」的金額將為\$50,000或損失的15%，以較高者為準。根據本保險單第8段適用的其他墊底費，以閣下的承保表所述的金額為準。

在此明示聲明，本延伸保障在任何情況下均不適用於第(II)部份保險 — 針對第三者的法律責任。

為清晰起見，這條款中保障港珠澳大橋的地區包括(a)港珠澳大橋香港接線、(b)港珠澳大橋主橋，及(c)連接港珠澳大橋主橋至澳門口岸邊檢大樓東停車場的道路，前述(a)、(b)及(c)保障根據「港珠澳大橋澳門口岸泊車轉乘計劃」所許可行駛的道路，除了上述指定範圍外之澳門境內均沒有保障。

21.2 附加配件

雙方謹此知悉並協定，在任何保險期內，本保險單第 5.1 段延伸至涵蓋永久固定於閣下的受保汽車的、非由製造商配置作為原廠規格的附加配件，包括影音設備、殘疾設備、受保汽車攝錄器、汽車天窗、全球衛星定位系統及受保汽車防盜系統，保障金額高達閣下的承保表所述的總金額，但是：

- 本保險單並不涵蓋磁帶和光碟及其內在價值的任何損失或毀壞；及
- 閣下須已遵守所有適用法律、規則或規例，並已辦妥適用法律、規則或規例的要求及證書。

我們可根據我們的選擇權修理、復原或替換附加配件，或對損失或毀壞作出現金彌償。

我們根據本第 21.2 段的彌償保障限於：

- i. 毀壞或損失的附加配件於損失或毀壞發生之時的合理市值，另加合理的安裝費用；或
- ii. 受保人就附加配件選擇的價值，於閣下的承保表中列明，

以上述兩項中較低者為準。

如提出索償，閣下須向我們提交由附加配件製造公司發出的正式發票/收據，以及由有關當局發出的所有相關證書。

21.3 記名司機的第三者財產墊底費豁免

鑒於閣下繳付額外保險費，作為代價，我們同意如發生任何意外而出現僅針對第三者財產損毀索取彌償的情況，我們將會豁免記名司機根據第 13.1 段須承擔的「第三者財產墊底費」。

(只適用於「第三者責任保險」保障計劃)：

21.4 記名司機的人身意外

我們會按照下列的賠償額，就閣下的承保表列明的記名司機遭受的下文界定的身體傷害向其支付賠償，而該記名司機在意外發生時是受保汽車的駕駛者，其遭受的身體傷害是由獨立而非因任何其他原因產生的暴力、突發、外來及可見的途徑導致(因有關受傷而進行的醫學治療或手術治療除外)，並須於受傷後三個公曆月內造成下列情況：

	賠償額
1. 死亡	\$100,000
2. 雙目完全失明及無法治癒	\$100,000
3. 雙手手腕或其以上位置或雙腳腳踝或其以上位置或一隻手手腕或其以上位置及一隻腳腳踝或其以上位置截肢而完全喪失雙手或雙腳或一隻手及一隻腳	\$100,000
4. 一隻手手腕或其以上位置或一隻腳腳踝或其以上位置截肢而完全喪失一隻手或一隻腳及一隻眼睛完全失明並無法治癒	\$100,000
5. 一隻眼睛完全失明及無法治癒	\$50,000
6. 一隻手手腕或其以上位置或一隻腳腳踝或其以上位置截肢而完全喪失一隻手或一隻腳	\$50,000

除非本保險單的條款另有規定，否則必須符合以下條件：

- i. 本公司只會就每宗事故對每名記名司機所受的上述 1 至 6 項傷害其中一項支付賠償，而本公司在每一保險期內向每名記名司機支付的最高賠償總額為 \$100,000；
- ii. 記名司機在身體受傷時年齡必須介乎 18 至 70 歲；
- iii. 本公司不會就直接或間接、完全或部份因下列情況引起或導致或可透過下列情況追溯的身體受傷支付賠償：
 - a. 蓄意自我傷害、自殺(無論是否屬嚴重罪行)或企圖自殺、體弱缺陷；或
 - b. 記名司機在令人醺醉的酒類的影響下或在藥物影響下發生意外；及
- iv. 有關賠償必須直接支付予受傷人士或其法定遺產代理人，而其收受有關賠償後即代表本公司對該受傷人士所受的該傷害的圓滿了結。
- v. 受保汽車在符合保險單「受保汽車使用限制」的情況下使用。

附錄 – 綜合保障表

為方便參考，下表列出AXA iMotor所有項目的保障和最高責任限額。各部份所列的保險範圍取決於閣下所選取的並記載於閣下的承保表的保障計劃。有關詳細條款、細則和除外責任請參閱本文件的相關部份。

所包含的保障	綜合保險	第三者責任保險	保險單責任限額(港元)
第(I)部份 – 受保汽車 請參閱保單第(I)部份查看詳細條款、細則和除外責任			
閣下的受保汽車的損失或毀壞	✓	✗	損失/毀壞發生時的合理市值
運送至最近的修理處並在完成修理後送回	✓	✗	協定修理費用的20%
「獲認可修理費用限額」	✓	✗	\$1,000
第(II)部份 – 閣下對第三者的法律責任 請參閱保單第(II)部份查看詳細條款、細則和除外責任			
閣下就以下各項須負的法律責任			
a) 他人死亡或身體受傷	✓	✓	\$100,000,000
b) 他人財產損毀	✓	✓	\$2,000,000
c) 閣下的法律費用及開支	✓	✓	已包含於以上第(II)部份的限額之內
第(III)部份 – 醫療費用 請參閱保單第(III)部份查看詳細條款、細則和除外責任			
閣下/受保司機/受保汽車的佔用人身體受傷	✓	✗	\$4,000
免費額外保障 請參閱保單第19和20段查看詳細條款、細則和除外責任			
1. 記名司機人身意外	✓	✗	\$100,000
2. 無索償折扣保障	✓	✗	賠償總額少於\$60,000， 或合理市值的20% (以較低者為準)
3. 新換舊賠償	✓	✗	
4. 「零」折舊率修理賠償	✓	✗	
5. 更換擋風玻璃	✓	✗	\$5,000
6. 拖車服務	✓	✗	\$2,000
7. 臨時代用車服務	✓	✗	每日 \$1,000/每宗意外或 每個保險期 \$4,000
8. 追討索償服務	✓	✗	
9. 24小時緊急服務(諮詢熱線)	✓	✓	
10. 安盛特許維修服務	✓	✗	
自選附加保障項目(承保表上如列明以下任何附加保障項目，該等項目應附加於保險單並成為保險單的一部份) 請參閱保單第21段查看詳細條款、細則和除外責任			
受保汽車在中華人民共和國廣東省及/或港珠澳大橋發生損毀情況	✓	✗	參閱第21.1段
附加配件	✓	✗	參閱承保表
記名司機的第三者財產墊底費豁免	✓	✗	參閱第21.3段
記名司機的人身意外	✗	✓	參閱第21.4段

收集個人資料聲明

安盛保險有限公司(下稱“**本公司**”)明白其就《個人資料(私隱)條例》(香港法例第486章)(“**條例**”)收集、持有、處理、使用和/或轉移個人資料所負有的責任。本公司僅將為合法和相關的目的收集個人資料，並將採取一切切實可行的步驟，確保本公司所持個人資料的準確性。本公司將採取一切切實可行的步驟，確保個人資料的安全性，及避免發生未經授權或者因意外而擅自取得、刪除或另行使用個人資料的情況。

敬請注意，如果閣下不向本公司提供閣下的個人資料，我們可能無法提供閣下所需的資料、產品或服務，或無法處理閣下的要求。

目的：本公司不時有必要收集閣下的個人資料(包括信用資料和以往申索紀錄)，並可能因下列各項目的(“**有關目的**”)而供本公司使用、存儲、處理、轉移、披露或共享該等個人資料：

1. 向閣下推介、提供和營銷本公司、安盛集團的其他公司(“**安盛關聯方**”)或本公司的商業合作夥伴(參閱下文“**在直接促銷中使用及將其個人資料提供予其他人士**”部份)之產品/服務，以及提供、維持、管理和操作該等產品/服務；
2. 處理和評估閣下就本公司及安盛關聯方所提供之產品/服務提出的任何申請或要求；
3. 向閣下提供後續服務，包括但不限於執行/管理已發出的保單；
4. 與就本公司和/或安盛關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何目的，包括索賠調查；
5. 偵測和防止欺詐行為(無論是否與就由本公司及/或安盛關聯方提供的產品/服務有關)；
6. 評估閣下的財務需求；
7. 為客戶設計產品/服務；
8. 為統計或其他目的進行市場研究；
9. 不時就本條款所列的任何目的核對所持有的與閣下有關的任何資料；
10. 作出任何適用法律、規則、規例、實務守則或指引所要求的披露或協助在香港或香港以外其他地方的警方或其他政府或監管機構執法及進行調查；
11. 進行身份和/或信用核查和/或債務追收；
12. 遵守任何適用的司法管轄區的法律；
13. 開展與本公司業務經營有關的其他服務；及
14. 與上述任何目的直接有關的其他目的。

個人資料的轉移：個人資料將予以保密，但在遵守任何適用法律條文的前提下，可提供給：

1. 位於香港或香港以外其他地方的任何安盛關聯方、本公司的任何相關聯人士、任何再保險公司、索賠調查公司、閣下之保險經紀、行業協會或聯會、基金管理公司或金融機構，以及就此方面而言，閣下同意將閣下的資料轉移至香港境外；
2. 與就本公司和/或安盛關聯方提供的任何產品/服務而由閣下或針對閣下提出的或者其他涉及閣下的任何索賠相關的任何人士(包括私家偵探)；
3. 在香港或香港以外其他地方本公司和/或安盛關聯方提供行政、技術或其他服務(包括直接促銷服務)並對個人資料負有保密義務的任何代理、承包商或第三方；
4. 信貸資料機構或(在出現拖欠還款的情況下)追討欠款公司；
5. 本公司權利或業務的任何實際或建議的承讓人、受讓方、參與者或次參與者；
6. 在香港或香港以外其他地方的任何政府部門或其他適當的政府或監管機關；及
7. 在有合理需要履行任何上述有關目的段落2, 3, 4及5之情況下，以下人士：保險理算人、代理和經紀、僱主、醫護專業人士、醫院、會計師、財務顧問、律師、整合保險業申訴和承保資料的組織、防欺詐組織、其他保險公司(無論是直接地，或是通過防欺詐組織或本段中指名的其他人士)、警察、和保險業就現有資料而對所提供的資料作出分析和檢查的數據庫或登記冊(及其運營者)。

如欲了解本公司為促銷目的使用閣下的個人資料的政策，請參閱下文“**在直接促銷中使用及將其個人資料提供予其他人士**”部份。

閣下的個人資料將僅為上文中規定的一個或多個有關目的而被轉移。

在直接促銷中使用及將其個人資料提供予其他人士

本公司有意：

1. 使用本公司不時持有的閣下的姓名、聯絡資料、產品及服務的組合資料、交易模式及行為、財政背景及人口統計數據以進行直接促銷；
2. 就本公司，安盛關聯方，本公司合作品牌夥伴及商業合作夥伴可能提供關於下列類別的服務及產品而進行直接促銷(包括但不限於提供獎賞、客戶或會員或優惠計劃)：
 - a. 保險、銀行、公積金或公積金計劃、金融服務、證券和相關產品及服務；
 - b. 健康、保健及醫療、餐飲、體育運動及會員服務、娛樂、健身浴或類似的休閒活動、旅遊及交通、家居、服裝、教育、社交網絡、媒體的產品及服務及高級消費類產品；
3. 以上服務及產品將會由本公司及/或以下機構提供：
 - a. 任何安盛關聯方；
 - b. 第三方金融機構；
 - c. 提供上文2.所列之服務及產品之本公司及/或安盛關聯方的商業合作夥伴或合作品牌夥伴；
 - d. 向本公司或任何以上所列機構提供支援的第三方獎賞、客戶或會員或優惠計劃提供者；

4. 除由本公司促銷上述服務及產品外，本公司亦有意將上文1. 段部份所述的資料提供予上文3. 段部份所述的全部或任何人士，以供該等人士在促銷該等服務及產品中使用，而本公司為此目的須獲得客戶書面同意(包括表示不反對)。

在使用閣下的個人資料作上文所述的目的或提供予上文所述的人士之前，本公司須獲得閣下的書面同意，及只在獲得閣下的書面同意後方可使用閣下的個人資料及提供予其他人士作任何推廣及促銷用途。

閣下日後可撤回閣下給予本公司有關使用閣下的個人資料及提供予其他人士作任何促銷用途的同意。

閣下如欲撤回閣下給予本公司的同意，請發信至下文“**個人資料的查閱和更正**”部份所列的地址通知本公司。本公司會在不收取任何費用的情況下確保不會將閣下納入日後的直接促銷活動中。

個人資料的查閱和更正：根據條例，閣下有權查明本公司是否持有閣下的個人資料，獲取該資料的副本，以及更正任何不準確的資料。閣下還可以要求本公司告知閣下本公司所持個人資料的種類。

查閱和更正的要求，或有關獲取政策、常規及本公司所持的資料種類的資料，均應以書面形式發送至：

香港黃竹坑黃竹坑道38號安盛匯5樓
安盛保險有限公司
個人資料保護主任

本公司可能會向閣下收取合理的費用，以抵銷本公司為執行閣下的資料查閱要求而引致的行政和實際費用。

如何提出索償

一旦發生任何可引致本保險單索償的事故，受保人須盡快將全部詳情通知本公司。受保人在收到任何索償書信、令狀、傳票或法律程序文件後，須立即通知並將有關文件轉交本公司。受保人或任何索取彌償的人士如獲悉與引致本保險單索償的事故有關而即將進行的起訴、調查或死因研訊，須立即通知本公司。如因盜竊或其他刑事罪行可能成為本保險單索償的因由，受保人須立即通知警方，並須與本公司合作將犯罪者繩之於法。

在未得本公司事先書面同意前，受保人(或其代表)或任何索取彌償的人士(或其代表)不得作出以下任何一項：承認、要約、承諾或付款。本公司有權以受保人或索取彌償的人士名義就任何索償接辦及進行抗辯或和解，或為本公司利益以受保人或該人士的名義，就任何對彌償或損害彌償或其他項目的索償作出起訴。本公司對進行任何法律程序及任何索償的和解享有全面的酌情決定權。受保人及該人士須提供一切本公司所需的資料及協助。

重要事項 – 請跟從這些指引，因為它們將有助本公司處理閣下的索償。

請在所有通訊當中列明閣下的保險單號碼及/或索償編號。

假如閣下有任何疑問或需要進一步意見，請致電(852) 2523 3061。

當閣下一旦向本公司提出索償，本公司便會委派一名「索償處理員」專責協助閣下。

重要事項：

- 1) 請緊記在任何與本公司的通訊中註明閣下的保險單號碼。
- 2) 此中文譯本只供參考之用，如中英文版本的條款有任何分歧，以英文版本為準。

客戶服務熱線

請妥善保存本保險單。如有任何查詢，請致電我們：

2523 3061 保險服務熱線

3070 5003 理賠服務熱線



**AXA iMotor
Policy 保險單**

安盛保險有限公司

AXA General Insurance Hong Kong Limited

香港黃竹坑黃竹坑道38號安盛匯5樓

5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong

電話 Tel : (852) 2523 3061