



Motor Deductible Reimbursement Insurance Policy Terms and Conditions

Please read the entire policy to determine **your** rights, duties and what is and what is not covered.

Words with special meanings are defined in section **I. DEFINITIONS** or in the part of the policy where they are used. Throughout the policy, defined terms will be **bold** when used.

I. DEFINITIONS

- A. **Certificate** means the document **you** receive from the **Policyholder**, which gives details of the **period of insurance**, **your** cover and the policy certificate number.
- B. **Commercial vehicle** means any vehicle used for business use including vehicles comprising more than eight (8) seats in addition to the driver's seat, vehicles having a maximum mass exceeding five (5) tonnes, vehicles designed and constructed for the carriage of goods and all trailers, ambulances, caravans, tractors, combine harvesters and agricultural vehicles.
- C. **Courtesy car** means a vehicle that is loaned to **you** while **your** own vehicle is being repaired or serviced.
- D. **Deductible** means the amount **you** have to pay in the event of a claim being made under **your main insurance policy**.
- E. **Main insurance policy** means the following insurance policies taken out by **you** and under which **you** are named as the policyholder:
- Auto Insurance Policy – providing **your** private vehicle with Social, Domestic and Pleasure cover including commuting to and from work, excluding Policies for any **commercial vehicle** or invalid carriages.
- F. **Maximum Reimbursement Limit** means the most **we** will pay in any one annual **period of insurance**, as shown in **your certificate**.
- G. **Period of insurance** means the period shown on **your certificate** for which **we** have agreed to cover **you**.
- H. **Policyholder** means the policy owner who has paid for this policy and is shown on **your certificate**.
- I. **Start date of cover** means the date that this policy starts as shown in **your certificate**.
- J. **We / us / our / Company / Insurer** refers to AIG Insurance Hong Kong Limited which provides the coverage of this policy.
- K. **You / your / Insured / insured person** refers to the person named as the **insured** on the **certificate**.

II. COVERAGE

- A. **What We Cover**
If **you** made a claim under **your main insurance policy**, **we** will reimburse **you** the amount of any **deductible** that **you** had to pay up to the **maximum reimbursement limit**, provided that:
1. the incident that gave rise to the claim under **your main insurance policy** first happened during the **period of insurance**; and
 2. **you** can claim only once during the **period of insurance** and in total **we** will only reimburse **you** up to the **maximum reimbursement limit** shown in the **certificate**.
- B. **Coverage Conditions**
1. To qualify for cover **you** must be a permanent resident of Hong Kong and aged eighteen (18) or over.



2. **Your** vehicle must be insured under **your main insurance policy** in Hong Kong. Cover extends to overseas use of **your** vehicle if such cover is also provided under **your** auto insurance policy.

C. Coverage Exclusions

We will not cover:

1. If **your main insurance policy** was not validly in effect on the date of claim on such policy.
2. If a claim under this policy occurs within thirty (30) days of the **start date of cover**.
3. If **your** territory of residence is outside Hong Kong.
4. If **you** were aware on the **start date of cover** that **you** were going to make a claim under **your main insurance policy**.
5. If **your** claim under **your main insurance policy** was not successful or was for less than the amount of the **deductible**.
6. Where any amount contributed by **you** or deducted from the settlement of **your main insurance policy** claim is not defined as a **deductible**.
7. Where any expenses assumed, waived or paid by the insurer of **your main insurance policy**.
8. Where any damage to vehicles which are not insured under **your main insurance policy** (other than a **courtesy car**). The cost of repairing any damage caused by **you** to a third party vehicle is not covered.
9. Where **your** vehicle is being driven by persons who are not named on **your main insurance policy**.
10. Where any expenses reimbursed by **your** employers for damage caused when using **your** vehicle for business use.
11. Where **your** vehicle is a motor home, van, camper van, trailer or caravan, **commercial vehicle** or truck, motorcycle, moped, motorbike, vehicle for which the main use is intended to be off-road, recreational vehicle, or a vehicle with more than nine (9) seats.
12. If **you** make a claim under **your main insurance policy** and the vehicle is being used for:
 - a. hire and reward;
 - b. any competition, trial, performance test, race or trial of speed, including off road events, whether between vehicles or otherwise, irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event;
 - c. any business use (except commuting); or
 - d. any purpose in connection with the motor trade.
13. Where any **deductible you** pay under **your** Auto Insurance Policy if the claim was only for glass repair or replacement.
14. If the **deductible** charged to **you** by **your** insurer under **your main insurance policy** in the event of a claim was or will be recoverable from a third party.
15. Where costs other than those listed in section II. "A. What We Cover".
16. Additional losses that occur due to **your** failure to comply with section II. "D. Duties after a Loss".

D. Duties after a Loss

In the event of a covered loss, **you** shall:

1. Please contact the **Policyholder** and comply with the requirements as set out in section III POLICY CONDITIONS "C. Notice of Claims" below to obtain a claim form and instruction on what to do after a loss.
2. **You** will complete a claim form and provide at **your** own expense all reasonable evidence required by **us** to support a claim. If the information supplied is insufficient, **we** will identify the further information which is required and ask **you** to provide it. If **we** do not receive the information **we** need, **we** may reject the claim. Relevant information is likely to include, but not limited to:
 - a. A copy of the schedule, policy wording or certificate of **your main insurance policy**;
 - b. A copy of the settlement by the insurers of **your main insurance policy**;
 - c. Any other supporting documents to allow **us** to process **your** claim.
3. Cooperate with **us** in investigating, evaluating and settling a claim.

III. POLICY CONDITIONS

A. Arbitration

Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong



International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one (1). The arbitration proceedings shall be conducted in English language.

B. Burden of Proof

In any action, suit or other proceedings where **we** allege that by reason of provision of any exclusion which may be applicable, any loss or damage is not covered by this policy, the burden of proving that such loss or damage is covered shall be on **you**.

C. Notice of Claim

Written notice of claim must be given no later than thirty (30) days from the date of the loss incident. Failure to give notice within thirty (30) days from the date of the loss incident may result in a denial of the claim.

D. Payment of Claims

All payments to be made by the **Insurer** shall be paid to the **insured person** in Hong Kong and such payments shall be subject to the laws and regulations then in effect in Hong Kong.

E. Excess of Other Insurance Coverage

Coverages provided by this policy are in excess; this means that if, at the time of occurrence, **you** have other valid and collectible insurance - such as, but not limited to, homeowner's, contents', renter's, health, travel, accident or medical insurance - this policy will only cover that amount not covered by such other insurance, up to the limits of the specific coverage as shown in the policy.

F. Fraudulent Claims

The **Insurer** will not be liable if a claim is determined by the **Insurer** to be fraudulent and all payments made in respect of such fraudulent claims shall be forfeited at the discretion of the **Insurer**.

G. Loss Prevention

You must use all reasonable means to avoid future loss at and after the time of a loss.

H. Other Insurance

If there is any other policy insured by another insurance company which also covers the same benefits as this policy at the time of a claim, the **Company** will only be liable for the **Company's** own proportionate share.

I. Salvage

The **Company** may pay for the loss in money or for the cost of repair or replacement of the property and may settle any claim for loss of property either with the **Insured** or the owner thereof. Any property so paid for or which is replaced shall become the property of the **Company**. The **Insured** or the **Company**, as the case may be, upon recovery of any such property, shall give notice thereof as soon as practicable to the other and the **Insured** shall be entitled to the property upon reimbursing the **Company** for the amount so paid or the cost of replacement. Application of the insurance to property of more than one person shall not operate to increase the limit of the **Company's** liability for any one occurrence.

J. Subrogation

If **we** make any payment or otherwise make good on any loss applying under this policy, **we** shall be subrogated to all **your** rights of recovery against any other person or persons and **you** shall complete, sign and deliver any documents necessary to secure such rights. **You** shall not take any action following a loss to prejudice such rights of subrogation.

K. Compliance

We have no duty to provide coverage under this policy unless there has been full compliance with the duties that are detailed in each policy section.

L. Concealment or Fraud

This entire policy will be voided, whether before or after the loss, if **you** willfully concealed or misrepresented any material fact or circumstance concerning this insurance or provided fraudulent information to **us**.



M. Governing Law and Jurisdiction

This policy, its eligibility and any terms and conditions are to be interpreted according to the laws of Hong Kong.

N. Sanctions

The **Company** will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the **Company**, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

O. Third Party Rights

Nothing in this policy is intended to confer a direct enforceable benefit on any party other than the **insured person** and the **Company**, whether pursuant to the Contracts (Rights of Third Parties) Ordinance or otherwise. Further, it is hereby noted and agreed that the **Company** and the **insured person** named in the Policy Schedule alone have the right to amend this policy by agreement or (if any such rights exist in the policy) to cancel or terminate the policy, without giving notice, or requiring the consent of any other person.

P. Transfer

You may not transfer **your** interest in this insurance.

Q. Personal Data

The **insured person** agrees that:

- (a) the personal data collected during the application process or administration of this policy may be used by the **Company** for the purposes stated in its Data Privacy Policy, which include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, data matching, claim processing, investigation, payment and subrogation).
- (b) The **Company** may use **your** contact details (name, address, phone number and e-mail address) to contact **you** about other insurance products provided by the AIG group (assuming the **Company** has obtained the agreement of the **insured person** to use such contact details for this purpose).
- (c) The **Company** may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purpose identified:
 - i. third parties providing services related to the administration of this policy, including reinsurers (per (a) above);
 - ii. financial institutions for the purpose of processing this policy and obtaining policy payments (per (a) above);
 - iii. in the event of a claim, loss adjusters, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers (per (a) above);
 - iv. for the purpose of conducting direct marketing activities (per (b) above), marketing companies authorized by the AIG group;
 - v. another member of the AIG group (for all of the purposes stated in (a) and (b)) in any country; or
 - vi. other parties referred to in the **Company's** Data Privacy Policy for the purposes stated therein.
- (d) The **insured person** may gain access to, or request correction of his/her personal data (in both cases, subject to a reasonable fee), or change the option he/she previously elected in relation to the use of his/her contact details for direct marketing at any time, by writing to the Privacy Compliance Officer of AIG Insurance Hong Kong Limited at GPO Box 456 or cs.hk@aig.com. The same addresses may be used to contact the **Company** with any comments in relation to the services it provides. The full version of the **Company's** Data Privacy Policy can be found at www.aig.com.hk.

R. Language

Should a Chinese version of this policy be available, it is for reference only. In the event of any discrepancy between the English and Chinese version of this document, the English version shall prevail.

汽車免賠額補償保險 保單條文及條款

請詳細閱讀整份保單以確定您的權利、義務、及涵蓋和不涵蓋的內容。
保單中的定義詞彙會在第一節「定義」中或於其所在段落中定義，並以粗體字標示。

I. 定義

- A. **保單證書**：指您從保單持有人收到的文件，詳述保險期、承保範圍及保單證書編號。
- B. **商業車輛**：指用於商業用途的任何車輛，包括除了駕駛座以外超過 8 個座位的車輛、最大重量超過 5 噸的車輛、設計和製造用於運載貨物的車輛，以及所有拖車、救護車、旅行車、拖拉機、聯合收割機和農業車輛。
- C. **代用車**：在您的車輛修理或保養期間借給您的車輛。
- D. **免賠額**：當您依主保險單申請索賠時須自行承擔的金額。
- E. **主保險單**：由您購買並以您為保單持有人的以下保險單：
 - **汽車保險單** – 為您的私人車輛提供保險，承保範圍包括用於社交、家庭及娛樂活動、上下班通勤，但不適用於任何**商業車輛**或無效車輛。
- F. **最高補償限額**：在一個年度的保險期中我們所支付的最高金額，詳見您的保單證書。
- G. **保險期**：在保單證書上顯示並經我們同意為您承保的期間
- H. **保單持有人**：已支付本保單費用並顯示於保單證書上的保單所有者。
- I. **承保開始日期**：保單證書上顯示的生效日期。
- J. **我們/本公司/保險人**：指提供本保單承保的美亞保險香港有限公司。
- K. **您/受保人/閣下**：指保單證書上標示的受保人。

II. 承保範圍

A. 承保內容

如果您依主保險單申請了索賠，我們將補償您支付的免賠額金額，最高達到保單證書上顯示的最高補償限額，前提是：

1. 引發主保險單索賠的事故必須發生在保險期內；並且
2. 在保險期內僅能申請一次索賠，且補償金額不超過保單證書上顯示的最高補償限額。

B. 承保條款

1. 承保資格要求您為香港的永久居民，並且年滿 18 歲。
2. 您的車輛必須在香港依主保險單投保。若您的汽車保險單提供了海外使用的承保範圍，本保險則延伸至海外使用的情況。

C. 不保項目

我們不承保以下情況：

1. 您的主保險單在索賠日無效。
2. 承保開始日期後的三十（30）天內發生的索賠事件。
3. 若您的居住地在香港以外。
4. 您在承保開始日期前已知曉將會申請主保險單索賠。
5. 若您在主保險單下的索賠未成功，或索賠金額低於免賠額。
6. 主保險單索賠金額中由您承擔或扣除的部分若非定義為免賠額。
7. 主保險單保險人承擔、免除或支付的任何費用。
8. 不包含在主保險單中的車輛（代用車除外）之損壞，或由您造成的第三方車輛損壞修理費用。

9. 當您的車輛由未在主保險單上列明的駕駛人駕駛時發生的費用。
10. 您因商業用途使用車輛時造成的損壞而由僱主支付的費用。
11. 您的車輛為露營車、廂型車、商業車輛、卡車、機車、摩托車、越野車、或超過九個座位的車輛。
12. 若您於主保險單下提出索賠，且車輛用於：
 - a. 租賃和酬勞用途；
 - b. 競賽、比賽、性能測試、賽車或任何速度測試（包括越野活動），無論是否在任何賽道或賽場上進行，且無論是否具備任何法定許可；
 - c. 商業用途（通勤除外）；
 - d. 與汽車貿易相關的任何用途。
13. 若您汽車保險單下的索賠僅為玻璃修復或更換。
14. 若在主保險單索賠中，免賠額可向第三方追償。
15. 除第 II.A.「承保內容」中所列費用以外的其他費用。
16. 因未遵守第 II.D.「損失後的責任」而發生的額外損失。

D. 損失後的責任

在發生可承保的損失事件時，您須：

1. 請聯繫保單持有人，並遵守第 III「保單條款」C.「索賠通知」中的要求，以取得索賠表格及損失後處理指示。
2. 您需自行填寫索賠表並提供我們要求的合理證據以支持您的索賠。若所提供的資訊不足，我們將通知您所需的進一步資訊，若我們未收到所需的資訊，我們可能會拒絕索賠。可能需要的相關資訊包括但不限於：
 - a. 您的主保險單之保單、條款或證書的副本；
 - b. 您的主保險單保險人提供的賠償副本；
 - c. 任何有助於處理索賠的其他支持文件。
3. 配合我們對索賠的調查、評估及處理。

III. 保單條款

A. 仲裁

任何因本合同引起的或與之相關的爭議、爭論、分歧或索賠，包括本合同的存在、有效性、解釋、履行、違反或終止，或任何非合同義務的爭議，均應提交香港國際仲裁中心（HKIAC）進行仲裁，並依提交仲裁通知時有效的 HKIAC 管理仲裁規則最終解決。本仲裁條款的法律適用為香港法律。仲裁地為香港，仲裁員人數為一人，仲裁程序以英語進行。

B. 舉證責任

在任何行動、訴訟或其他程序中，若我們主張因任何適用的除外條款而使任何損失或損害不在本保單承保範圍內，則由您承擔舉證責任以證明該損失或損害在承保範圍內。

C. 索賠通知

索賠通知應在損失發生日期起三十（30）日內提交。如未能在損失發生之日起三十（30）日內提交通知，可能會導致索賠被拒。

D. 索賠支付

保險人支付的所有款項應支付給香港的受保人，並受香港當時生效的法律法規的約束。

E. 其他保險的超額承保

本保單提供的承保屬於超額承保；這意味著如果發生損失時您已擁有其他有效且可收回的保險（如家居保險、租客保險、健康保險、旅行保險、意外或醫療保險），本保單僅承保未由其他保險涵蓋的金額，且不超過本保單中所列的承保限額。

F. 欺詐性索賠

如保險人判定某一索賠為欺詐性索賠，保險人將不負責承擔責任，且對該欺詐性索賠已支付的所有款項可按保險人之裁量予以沒收。

G. 損失預防

您必須在損失發生時及損失後使用所有合理手段防止未來損失。

H. 其他保險

若另一保險公司承保的保單於索賠時提供與本保單相同的保障，則本公司僅承擔本公司相應的比例部分。

I. 財物補償

本公司可以用現金或修理或更換財物的費用來支付損失，並可與受保人或財物的所有人達成協議處理財物損失。任何由本公司支付或替換的財物將成為本公司的財產。在財物被追回後，應及時通知對方，受保人須償還本公司所支付的金額或替換的費用後可獲得該財物。

J. 代位求償權

如我們已支付或彌補本保單適用的任何損失，我們將代位行使您對任何其他人之追償權，並要求您完成、簽署和交付任何必要的文件以確保此等權利。您不得在損失發生後進行任何有損該代位求償權的行為。

K. 合規

除非已全面遵守本保單每個部分的義務，否則我們無義務提供承保。

L. 隱瞞或欺詐

無論在損失發生前或後，若您故意隱瞞或虛報任何與本保險相關的重要事實或情況，或向我們提供虛假信息，則本保單將失效。

M. 適用法律和管轄權

本保單、其資格及任何條款和條件應依香港法律解釋。

N. 制裁除外責任

倘本公司根據本保單提供任何保障或作出任何付款會違反任何制裁法例或規例，以致本公司、其母公司或其最終控股實體根據任何制裁法例或規例受到任何罰款，則本公司概無責任提供該等保障或作出該等付款。

O. 第三方權利

本保單無意賦予除受保人和本公司以外的任何人直接的可執行利益，不論依《合同（第三方權利）條例》或其他方式。此外，本公司和保單中的受保人僅有權在雙方同意的情況下對本保單進行修改，或（若本保單中存在此等權利）取消或終止本保單，無需通知或徵得其他人的同意。

P. 轉讓

您不可轉讓您在本保險中的權益。

Q. 個人資料

受保人謹此同意：

- a) 本公司可按列於其資料私隱政策之用途使用於處理此保單申請或管理此保單所收集之個人資料，其用途包括核保及管理已申請的保單（包括獲取再保險、核保續保之保單、資料配對、處理索賠、調查、付款及行使代位權）。
- b) 本公司可使用閣下的聯絡資料（姓名、地址、電話號碼及電郵地址）聯絡閣下有關於其他由 AIG 集團提供之保險產品（如本公司已獲受保人同意可如此使用其聯絡資料）。
- c) 本公司亦可向以下類別的人士（不論在香港或海外）轉交該等個人資料，作上述列明之用途：
 - i. 提供本保單有關管理服務的第三者（包括再保險公司）（如上(a)項所述）；
 - ii. 金融機構，作處理本保單及收取保險金之用途（如上(a)項所述）；
 - iii. 公證人、調查員、第三者管理人、緊急支援服務提供者、法律服務提供者、零售商、醫療服務提供者及旅行社，以處理索賠事宜（如上(a)項所述）；
 - iv. AIG 集團授權的市場推廣公司，以作直銷之用（如上(b)項所述）；
 - v. 位於任何國家之 AIG 集團其他成員公司，作上述(a)及(b)項所有列明之用途；或
 - vi. 本公司資料私隱政策所列明的其他人士，作於資料私隱政策列明之用途。
- d) 受保人可隨時致函到美亞保險香港有限公司之私隱事務主任（地址：香港郵政總局信箱 456 號或電郵：cs.hk@aig.com）查閱或要求修改其個人資料（美亞保險可就查閱及修改要求收取合理費用），或更改有關其個人資料被使用作直銷用途的選擇。如對本公司提供的服務有任何意見，可按上述地址聯絡本公司。本公司資料私隱政策的全文載於 www.aig.com.hk。

R. 語言

若本保單提供了中文版本，僅供參考之用。如中、英文版本有任何歧異，以英文版本為準。