

PRIVATE MOTOR CAR INSURANCE POLICY
[IMPORTANT NOTE: PLEASE READ THIS POLICY CAREFULLY]

(1) INSURING CLAUSE

The Insured and the Company agree:

- (a) the Proposal and Declaration is incorporated in and is the basis of this insurance contract;
- (b) the Insured will pay the Premium specified in the Schedule;
- (c) the Company will provide the insurance subject to the terms and conditions of this Policy in respect of any Event occurring during the Period of Insurance specified in the Schedule; and
- (d) the following shall be conditions precedent to any liability of the Company:
 - i) observance of the terms and conditions of this Policy relating to anything to be done or not to be done or to be complied with by the Insured or any other person claiming to be indemnified; and
 - ii) the truth of the contents and statements in the Proposal and Declaration.

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

(2) GENERAL DEFINITIONS

For the purpose of this Policy:

- (a) "The Company" means AIG Insurance Hong Kong Limited.
- (b) "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Car.
- (c) "Geographical Area" means the territories of Hong Kong and includes its territorial waters for the purpose of the transit of the Motor Car by sea (including incidental loading or unloading) by a craft designed for the carriage of motor cars.
- (d) "The Insured" means the person specified as such in the Schedule.
- (e) "Insured Driver" means the Insured or any other person who is driving on the Insured's order or with his permission provided that the Insured or the person driving holds a licence to drive the Motor Car or has held and is not disqualified from holding or obtaining such a licence. The term "licence" means a licence or other permit required under the laws or regulations or by the licensing authority of the Geographical Area.
- (f) "The Motor Car" means the motor car specified in the Schedule.
- (g) "The Policy" means this Private Motor Car Insurance Policy the Schedule and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.
- (h) "The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of the Insured in addition thereto or in substitution therefor.
- (i) "The Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.
- (j) In this Policy, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

(3) OPERATIVE INSURANCE COVER

- (a) Where the "Operative Insurance Cover" in the Schedule is stated to be "Comprehensive Insurance", Section (I), (II) and (III) of this Policy are operative.
- (b) Where the "Operative Insurance Cover" in the Schedule is stated to be "Third Party Legal Liabilities Insurance", only Section (II) of this Policy is operative.

(4) LIMITATIONS AS TO USE OF THE MOTOR CAR

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

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

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

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

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

- (i) the reasonable market value of the Motor Car at the time of its loss or damage; or
- (ii) the Insured's Estimated Value of the Motor Car as specified in the Schedule;

whichever is the lesser amount.

- (b) If the Motor Car is disabled by reason of loss or damage insured by this Policy, the Company will additionally pay the reasonable cost of:
 - (i) protection and removal of the Motor Car to the nearest repairer; and
 - (ii) redelivery after repair to the Insured's address within the Geographical Area where the loss or damage was sustained;

provided that the amount recoverable hereunder shall not exceed 20% of the agreed cost of repairs to the Motor Car.

- (c) In the event of loss of or damage to the Motor Car and/or its accessories and/or its spare parts necessitating the supply of a part not obtainable from stock held in the Geographical Area in which the Motor Car is held for repair or in the event of the Company exercising the option to pay in cash the amount of the loss or damage the liability of the Company in respect of any such part will be limited to the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the Geographical Area in which the Motor Car is held for repair or, if no such catalogue or price list exists, the price last obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the Geographical Area in which the Motor Car is held for repair and the amount of the relative import duty and the reasonable cost of fitting such part.

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

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

(7) SPECIAL EXCEPTIONS TO SECTION (I) INSURANCE

The Company will not be liable in respect of:

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

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

- (a) In respect of any Event giving rise to a claim (other than an Event of theft or attempted theft), the Company will not be liable for the first amount of such claim specified in the Schedule as "Own Damage Excess".
- (b) The first amount of any claim for which the Company is not liable pursuant to paragraph 8(a) will be increased if at the time of the occurrence of the Event giving rise to the claim:
 - (i) the Motor Car is being driven by a person other than a "Named Driver" specified in the Schedule, by an additional amount by way of the "Unnamed Driver Excess" specified in the Schedule;
 - (ii) the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" specified in the Schedule;
 - (iii) the Motor Car is being driven by a person who has not held for a period of 2 year a driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule;
 - (iv) the Motor Car is parked, by an additional amount by way of the "Parking Damage Excess" specified in the Schedule.

- (c) In respect of any claim arising out of theft or attempted theft of the Motor Car, the Company will not be liable for the first amount of each claim specified in the Schedule as the "Theft Loss Excess".
- (d) In the event of a claim under Section (I) :
 - (i) if paragraph 8(c) is applicable, then paragraphs 8(a) and 8(b) will not apply;
 - (ii) if paragraph 8(a) and any or more of sub-paragraphs 8(b)(i), 8(b)(ii), 8(b)(iii) and 8(b)(iv) are applicable, the first amount of such claim for which the Company is not liable will be calculated cumulatively;
 - (iii) if the expenditure incurred by the Company shall include any amount for which the Company is not liable pursuant to paragraph 8(a), 8(b), or 8(c), the Insured shall forthwith repay such amount to the Company.
- (e) The provisions of paragraphs 8(a) and 8(b) shall not apply to loss of or damage to the Motor Car caused by fire self-ignition lightning or explosion which arises independently and not out of any preceding accident involving the Motor Car.
- (f) The provisions of paragraphs 8(b)(ii) and/or 8(b)(iii) shall not apply to any person specified in the Schedule as "Named Drivers".

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

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

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

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

- (a) The Company's indemnity to the Insured and/or any other person claiming to be indemnified under Section (II) including claimant's costs and expenses and other costs and expenses incurred by or on behalf of the Insured and/or such other person with the Company's written consent arising out of any Event is limited to:
 - (i) in respect of death of or bodily injury to any person pursuant to sub-paragraph 9(a)(i), the amount specified in the Schedule as Policy Liability Limit "Third Party Death Or Bodily Injury"; and
 - (ii) in respect of damage to property pursuant to sub-paragraph 9(a)(ii), the amount specified in the Schedule as Policy Liability Limit "Third Party Property Damage".
 Where this Policy insures more than one Motor Car, the limitations of the Company's indemnity will nevertheless apply irrespective of the number of insured Motor Cars that may be involved in the same Event.
- (b) If the occurrence of any Event results in indemnity to more than one person, the limitations of the Company's indemnity specified in paragraph 10(a) will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the Insured. At any time after the happening of any Event giving rise to a claim or a series of claims under Section (II) the Company may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Company's liability specified in paragraph 10(a) (after the deduction of any sums already paid) or any lesser amount for which such claims can be settled and the Company shall relinquish the conduct of any defence settlement or proceedings and shall not then be responsible for damages payable to the claimant and claimant's costs or for any damages alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by such person or by any claimant or other person after the Company shall have relinquished such conduct.

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

- (a) In the event of the death of any person entitled to indemnity under

Section (II), the Company will in respect of the liability incurred by such person indemnify his legal personal representative in terms of and subject to the limitations of this insurance which apply to such person.

- (b) The Company may at its own option and expense :
 - (i) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under Section (II); and/or
 - (ii) undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under Section (II).

(12) SPECIAL EXCEPTIONS TO SECTION (II) INSURANCE

The Company will not be liable:

- (a) to indemnify any person claiming to be indemnified :
 - (i) unless such person shall observe fulfill and be subject to the terms and conditions of this Policy in so far as they can apply; or
 - (ii) if such person is entitled to indemnity under any other insurance policy;
- (b) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by :
 - (i) any person (including the Insured) claiming to be indemnified under Section (II); or
 - (ii) the employer of any person (including the Insured's) claiming to be indemnified under Section (II);
- (c) in respect of damage to property belonging to or held in trust by or in the custody or control of :
 - (i) any person (including the Insured) claiming to be indemnified under Section (II); or
 - (ii) a member of the same household of any person (including the Insured's) claiming to be indemnified under Section (II);
- (d) in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong;
- (e) any claims excesses applicable to Section (II).

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

- (a) In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, the Company will not be liable for the first amount of such claim specified in the Schedule as "Third Party Property Damage Excess (A)".
- (b) In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, the Company will not be liable for the first amount of such claim specified in the Schedule as "Third Party Property Damage Excess (B)" whilst the Motor Car is being driven by any person other than a driver named in the Schedule who:
 - (i) is under 25 years of age or
 - (ii) is the holder of a provisional driving licence or
 - (iii) has not held for a period of 2 years a driving licence other than a provisional driving licence
- (c) In the event of a claim under Section (II) if paragraph 13 (a) and 13(b) are applicable, the first amount of such claim for which the Company is not liable will be calculated cumulatively.
- (d) If the expenditure incurred by the Company resulting from a claim includes the amount for which the Company is not liable pursuant to paragraph 13(a) or 13(b), the Insured shall forthwith repay such amount to the Company.

(14) AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

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

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

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

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

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

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

(17) EXTRA BENEFITS ENDORSEMENT

This Policy is extended, but only as specified in the Schedule, to cover loss or damage covered by the Extra Benefits described hereunder. :

For the purpose of the Extra Benefits, the following definitions apply:

"Theft" and "Robbery": shall have the same meaning as the definition provided in the Theft Ordinance, Cap 210, the Laws of Hong Kong in force from time to time, or such other subsequent legislation, if any, replacing the same.

"Personal Effect" means the personal belongings which the Insured normally carry or wear, but shall exclude money (official currency, coins or notes issued by a government or national bank), monetary instruments, documents, negotiable instruments and payment cards and jewellery.

EB 001

Rental Vehicle Clause

It is hereby declared and agreed that whilst the Motor Car is out of use pending, or for repair as the result of any accident, or the Motor Car has been stolen due to Theft, the Company will indemnify the Insured against the costs and expenses paid for a rental car during the said period but only up to a maximum period of (7) consecutive days and up to the amount specified in the Schedule per day. Provided always that: -

- (1) no indemnity is payable under this Clause unless and until the Insured's claim under Section I of this Policy has been admitted by the Company.
- (2) the obligation of the Company under this Clause shall only commence after 2 working days from the date when the theft or accident is reported to the Company.
- (3) the Company shall not be liable whatsoever directly or indirectly for any loss or damage to or liability arising out of the use of the rental car.
- (4) in the event of theft loss to the Motor Car, the Insured must report such loss to the police within 48 hours of discovering the loss. If the Motor Car is subsequently recovered undamaged or damaged but within the applicable excess(es) as stated in the Schedule, the Company agrees to indemnify the Insured against the costs and expenses paid for the rental car in accordance with the provisions of this Clause provided that such costs and expenses were paid prior to date on which the Motor Car is recovered and are not refundable from the rental car company.
- (5) in the event of a claim under this Clause, the Insured shall be required to submit to the Company copy of the original invoice issued by a licensed rental car company for the rental car.
- (6) the compensation provided by this Clause will be terminated immediately whenever the repairing job of the damaged Motor Car is duly completed or the Motor Car is recovered undamaged or is damaged within the applicable excess(es) as stated in the Schedule before the expiry of the maximum period for which the benefit is payable under this EB001.

Subject otherwise to the terms exceptions and conditions of this Policy.

EB 002

100% indemnity for 1st year and Nil depreciation on spare part for vehicle registered within 3 years

It is hereby declared and agreed that in the event of the Motor Car sustains a total loss or constructive total loss for which indemnity is payable under Section I of this Policy, the Company may at its own option replace the Motor Car or pay in cash the amount stated as below: -

- (1) if the Motor Car is first registered within one year prior to the time of accident.....100% of purchase price
- (2) if the Motor Car is first registered over one year prior to the time of accident.....the actual market value of the Motor Car at the time of accident

Once we have paid under sub-clause (1) or (2) hereinabove, we shall be entitled to all salvage costs that are claimable by the Insured or the Hire Purchase Owner (if applicable), and the Insured shall sign or cause to be signed all necessary documents and forms necessary to transfer ownership of the Motor Car to the Company or as the Company may direct.

In the event of partial damage to the Motor Car first registered within three (3) years prior to the time of accident, the Company shall not apply any depreciation to the parts repaired/replaced resulting from such accident.

Provided always that: -

- (a) such amount payable under this Clause shall not exceed the Amount Insured stated in the Schedule.
- (b) the purchase price shall mean the original purchase cost of the Motor Car including its standard accessories from the local sole agent of the Motor Car less discount, if any.
- (c) the Company shall not be liable for any applicable Excess(es) for such claim specified in the Schedule/Endorsement of this Policy.

EB 003

Breakage of Glass in Windscreen or Window Clause

It is hereby declared and agreed that we will pay the full cost of repairing or replacing any broken glass in the windscreen or the windows of the Motor Car. Such payment is solely treated as an extra benefit to the Insured and will not affect the No Claim Discount stated in Paragraph (16) of this Policy.

Provided that:

- (1) The liability of the Company shall not in the aggregate exceed the amount specified in the Schedule during any one Period of Insurance.
- (2) Any excess stated under this Policy shall not be applicable.

EB 004

No Claim Discount/Bonus Protector

It is hereby declared and agreed that in any event giving rise to a claim under Section I of this Policy, the No Claim Discount/Bonus shall be protected and remain unchanged for the next renewal.

Provided that:

- (1) No Claim Discount/Bonus is protected and unchanged if the total claim(s) amount during any one Period of Insurance is less than 15% of sum insured or HK\$50,000, whichever is the less.
- (2) This clause is applicable to Comprehensive Insurance cover Policy only. The No Claim Discount/Bonus shall be reduced accordingly if the claim record is referred to other insurance company.

EB005

Key Replacement Cover

The Company will pay subject to a maximum limit of the amount specified in the Schedule for **any one Period of Insurance**:

- (1) Key Replacement – The Company shall reimburse the Insured the cost of replacing the Motor Car keys which are lost as a result of Theft, Robbery or Break-In. The Company will only reimburse the amount the Insured paid to a locksmith or the car dealer to produce a new key.

The Insured will be required to pay an excess of 20% of adjusted loss for every claim made under this Endorsement.

- (2) Break-In Protection – The Company will reimburse the Insured the cost of replacing the Motor Car locks and/or keys if the Motor Car is unlawfully broken into. This includes the labor cost for replacing the locks.
- (3) Lock Out Reimbursement – If the Insured is locked out of the Motor Car due to the Motor Car keys being lost as a result of Theft or Robbery, or being accidentally left in the Motor Car, the Company will reimburse the Insured the cost of engaging a locksmith or towing the Motor Car within Hong Kong to the car dealer to unlock the Motor Car.

The Company will not pay for the cost of replacing keys that are not the keys of the Motor Car .

In the event of an incident covered under this Endorsement, the Insured must do the following:

- File a police report with details within 24 hours of discovering the incident;
- Fill out and return any claims forms and accompanying documents including police reports, receipts for replacing locks and/or keys, and any other documents that the Company may require within 7 days from the date of discovery the incident. .

EB 006

Loss of Damage to Personal Effects Following Theft, Robbery, Break-in or Road Traffic Accident

The Company will pay the Insured up to a maximum sum of the amount specified in the Schedule for any one Period of Insurance for loss or damage to Personal Effects as a result of Theft, Robbery, or a Break-in or Road Traffic accident involving the Motor Car.

The Insured will be required to pay an excess of 20% of adjusted loss for every claim made under this Endorsement.

Where the lost or damaged item forms part of a pair or set, the Company will only pay an amount equal to the value of the proportionate part of the pair or set.

The Company will not pay for:

- (a) Personal Effects that are not kept in any enclosed or locked receptacle or compartment, fixed or attached to the Motor Car and/or left in the Motor Car in full view of the public at the time of loss or damage;
- (b) Mysterious disappearance of Personal Effects from the Motor Car without evidence of the Theft, Robbery, Break-in or Road Traffic accident;
- (c) Any loss or damage as a result of electrical or mechanical breakdown;
- (d) Wear and tear depreciation, process of cleaning, dyeing, repairing or restoring any article, the action of light or atmospheric conditions, moth, insects, vermin or any other gradually operating cause;
- (e) Any loss or damage to Personal Effects due to the Insured's intentional act or gross negligence; and
- (f) Any loss or damage to Personal Effects if the Motor Car is not legally owned by the Insured and/or the Personal Effects do not belong to the Insured.

If the Insured claims for loss or replacement of Key under Endorsement EB005 (Key Replacement Cover) in respect of the same event, the Insured will not be entitled to make a similar claim for keys under this Endorsement.

EB007

Personal Accident to the Named Driver

The Company 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 Motor Car during the time of accident, provided the injury is sustained in the accident, and is caused by violent accidental external and visible means which is independent 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	HK\$200,000
2. Total and irrecoverable loss of all sight in both eyes	HK\$200,000
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	HK\$200,000
4. Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	HK\$200,000
5. Total and irrecoverable loss of all sight in one eye	HK\$100,000
6. Total loss by physical severance at or above the wrist or ankle of one hand or one foot	HK\$100,000

Provided always that:

- i) Compensation shall be payable under only one item of items 1 to 6 above in respect of any such person arising out of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of HK\$200,000 during any one period of insurance in respect of any such person;
- ii) Such person is not less than 18 nor more than 65 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 As To Use Of The Car".

EB008

24-Hour Auto Assist Service

In the event the Insured or Insured Driver requires emergency assistance, please contact AIG emergency Hotline on 3122-2390, which is available 24 hours a day.

For Comprehensive Policyholder, Insured or Insured Driver can utilize 24-Hour Towing Service and 24-Hour Roadside Assistance - flat tire and battery jump start other than 24-hour Claims and Advisory Services.

For Third Party Policyholder, Insured or Insured Driver can get 24-Hour Claims and Advisory Services and Referral Service to an emergency service provider. Expense incurred will be paid by the policyholder.

Auto Assistance Service is provided within the territory of Hong Kong.

(18) GENERAL EXCEPTIONS

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

- (a) any accident loss damage or liability caused sustained or incurred :
 - (i) outside the Geographical Area;
 - (ii) whilst on the Insured's order or with his permission or to his knowledge the Motor Car in respect of which indemnity is provided by this Policy is being used otherwise than in accordance with the Limitations As To Use Of The Motor Car, or being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;
- (b) any accident loss damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) 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 act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power;
 - (ii) strike riot civil commotion; or
 - (iii) detention seizure confiscation or any attempt thereat; or by any direct or indirect consequences of any of the said occurrences;
- (c) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- (d) 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 18(d), combustion shall include any self-sustaining process of nuclear fission; and
- (e) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- (f) any accident, loss, damage or liability caused, sustained or incurred whilst the Motor Car is being driven by, in the charge of or under the control of the Insured or the Insured Driver:
 - (i) who is convicted of an offence for being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Car;
 - (ii) when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the Road Traffic Ordinance (Cap. 374) as may be amended from time to time or any legislation which replaces the same ; or
 - (iii) who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, blood, or urine for testing or analysis as required by law.
- (g) any loss, damage or claim of whatever nature or howsoever caused if the Motor Car:
 - (i) has been modified without the approval of the Commissioner for Transport in accordance with the Road Traffic Regulations or any other relevant legislation; or
 - (ii) is being used for any illegal or criminal purpose or in the course of any illegal criminal activities.

In any action suit or other proceedings where the Company alleges that by reason of paragraph 18(b), any accident loss damage or liability is not indemnifiable by this Policy, the burden of proving that such accident loss damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

(19) GENERAL CONDITIONS

- (a) Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- (b) In the event of any accident for which a claim might be payable under this Policy, the Insured shall within 14 days of the accident, give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge or fatal inquiry in respect of any occurrence which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.
- (c) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured or any person claiming to be indemnified without the prior written consent of the Company which shall be entitled to take over and conduct in the name of the Insured or such person the defence or settlement of any claim or to prosecute in the name of the Insured or such person for the Company's own benefit any claim for indemnity or damages or otherwise and the Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured and such person shall give all such information and assistance as the Company may require.
- (d) The Insured shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Car shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Car be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Car shall be excluded from the scope of indemnity granted by this Policy.
- (e) The Company may cancel this Policy by giving seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to a return of premium less the premium calculated at the Company short period rates for the period the Policy has been in force.

SHORT PERIOD RATES

The following scale of rates shall apply to policies issued or renewed for less than one year and shall also be used in calculating return premiums on policies cancelled at the request of the Insured and not replaced with a period of one year from date of cancellation :

(not exceeding)

1 month	20% of annual rate
2 months	30% of annual rate
3 months	40% of annual rate
4 months	50% of annual rate
5 months	60% of annual rate
6 months	70% of annual rate
7 months	80% of annual rate
8 months	80% of annual rate
Exceeding 8 months	Full annual premium

- (f) If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this paragraph 19(f) shall impose on the Company any liability from which but for this paragraph 19(f) it would have been relieved pursuant to sub-paragraph 12(a)(ii).
- (g) All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the Hong Kong International Arbitration Centre. It is expressly stipulated that it shall be a condition precedent to any right of action or suit upon this Policy that an arbitration award shall be first obtained. If the

Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- (h) This Policy is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.

(20) DATA RECOGNITION EXCLUSION

- A. The Company will not pay for Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment or media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the insured or not, and whether occurring before, during or after the year 2000 that results from the inability to :
 - 1. correctly recognize any date as its true calendar date;
 - 2. capture, save, or retain and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; and/or
 - 3. capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- B. It is further understood that the Company will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- C. It is further understood that the Company will not pay for Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design evaluation, inspection installation, maintenance, repair or supervision done by you or for you or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in A. above. Such damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence. This endorsement shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

(21) SANCTIONS EXCLUSION

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.

(22) WAR AND TERRORISM EXCLUSION

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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

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

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

This exclusion 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 (a) and/or (b) above.

If the Underwriters allege 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 exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(23) CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

Nothing in this Policy is intended to confer a direct enforceable benefit on any party other than the Insured and the Company, whether pursuant to the Contracts (Rights of Third Parties) Ordinance or otherwise. It is hereby noted and agreed, however, that the Company and the Insured named in the 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.

HOW TO MAKE A CLAIM

Please refer to the following claim process in the event of an accident:

Step 1: You should immediately notify one of the following:

- Your Insurance Agent
- Your Broker
- AIG Contact Center

Step 2: Complete and submit a claim form along with the following documents:

For damage to your own vehicle:

- Repair cost estimation. (You should only repair after receiving AIG approval)
- Copy of the complete vehicle registration document
- Copy of the vehicle operator's driving license
- Copy of the vehicle operator's HKID Card
- Police report and a rough sketch of the accident

For a claim involving third party:

- Following details of the third party :
 - Full name, telephone number and address
 - Vehicle registration number
 - HKID Card number
 - The details of any witnesses

In the event of the theft of your car please immediately notify the police and AIG immediately.

Useful Notes

- Always report a traffic accident to the police without delay
- Do not admit liability or make any settlement with any third party without our prior written consent
- Following an accident forward to us all communication received from the police or any other party

24 –Hour Auto Assistant Hotline

3122-2390

Personal Data (Privacy) Ordinance

The Insured agrees that:

- (a) the personal data collected during the application process or administration of this policy may be used by AIG HK 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) AIG HK may use the Insured's contact details (name, address, phone number and e-mail address) to contact him/her about other insurance products provided by the AIG group (assuming AIG HK has obtained the agreement of the Insured to use such contact details for this purpose).
- (c) AIG HK 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 adjustors, 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 AIG HK's Data Privacy Policy for the purposes stated therein.
- (d) The Insured 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 AIG HK with any comments in relation to the services it provides. The full version of AIG HK's Data Privacy Policy can be found at www.aig.com.hk.

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