中銀集團保險有限公司
BANK OF CHINA GROUP INSURANCE COMPANY LIMITED

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PRIVATE MOTOR CAR INSURANCE POLICY

Please read this Policy carefully upon receipt and promptly request for any necessary amendments

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 authorized by the Company.

2 GENERAL DEFINITIONS

For the purpose of this Policy:

(a) "The Company" means **BANK OF CHINA GROUP INSURANCE COMPANY LIMITED.**

(b) "Event" means any one event or series of events arising out of one common cause or source in connection with the Motor Car.

(c) "Geographical Area" means the territories of the Hong Kong Special Administrative Region ("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", Sections (I), (II) and (III) of this Policy are operative.

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

4 LIMITATIONS AS TO USE OF THE MOTOR CAR-The following details only apply when specified in the Schedule (Please refer to the Cert. Form No. stated in the Schedule attached hereto.)

(Cert. Form No. HKX1)

(a) 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.

(b) The 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.

(Cert. Form No. HKX16)

Use only for social, domestic and pleasure purposes and for the Insured's business or profession.

The Policy does not cover use for hire or reward other than for the purpose of tuition or of driving test by an examiner appointed by the Commissioner for Transport nor racing pacemaking reliability trial speed testing nor use for any purpose in connection with the Motor Trade.

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

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

The Company's indemnity pursuant to this paragraph 5(a) is limited to:
(i) the reasonable market value of the Motor Car at the time of its loss or damage; or
(ii) the Insured's Estimated Value of the Motor Car as specified in the Schedule,
whichever is the lesser amount.

(b) If the Motor Car is disabled by reason of loss or damage insured by this Policy, the Company will additionally pay the reasonable cost of :
(i) protection and removal of the Motor Car to the nearest repairer; and
(ii) redelivery after repair to the Insured's address within the Geographical Area where the loss or damage was sustained;
provided that the amount recoverable hereunder shall not exceed 20% of the agreed cost of repairs to the Motor Car.

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

6 SPECIAL CONDITIONS APPLICABLE TO SECTION (I) INSURANCE

(a) If at the Insured's request a Hire Purchase Owner has been specified in the Schedule or in a Memorandum endorsed hereon, any payment in cash by the Company in respect of loss of or damage to the Motor Car shall be made to the Hire Purchase Owner so specified whose receipt shall be a full and final discharge of all liability of the Company in respect of such loss or damage.

(b) The Insured may authorize the repair of the Motor Car necessitated by damage for which the Company may be liable under this Policy provided that:
(i) the estimated cost of such repair does not exceed the amount of **Hong Kong Dollar One Thousand;**
(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 "General Excess".

(b) The first amount of any claim for which the Company is not liable pursuant to paragraph 8(a) will be increased if at the time of the occurrence of the Event giving rise to the claim:
(i) 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 years 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 be applicable;
(ii) if paragraph 8(a) and any or more of sub-paragraphs 8(b)(i), 8(b)(ii), 8(b)(iii) and 8(b)(iv) are applicable, the first amount of such claim for which the Company is not liable will be calculated cumulatively;
(iii) if the expenditure incurred by the Company shall include any amount for which the Company is not liable pursuant to paragraphs 8(a), 8(b), or 8(c), the Insured shall forthwith repay such amount to the Company.

(e) The provisions of paragraphs 8(a) and 8(b) shall not apply to loss of or damage to the Motor Car caused by fire, self-ignition, lightning or explosion which arises independently and not out of any preceding accident involving the Motor Car.

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

Subject to Policy Limits of Liability, Conditions and Exceptions, the Company will indemnify the Insured and/or any Insured Driver and/or at the request of the Insured any person (other than the person driving) in or getting into or out of the Motor Car against all sums including claimant's costs and expenses which the Insured and/or such Insured Driver and/or such other person shall become legally liable to pay and other costs and expenses incurred by or on behalf of the Insured and/or such Insured Driver and/or such other person with the Company's written consent in respect of:
(i) death of or bodily injury to any person; and/or
(ii) damage to property;
where such death or bodily injury or property damage arises out of an accident caused by or in connection with the Motor Car including the loading or unloading of goods onto or from the Motor Car and within the limits of any carriageway or thoroughfare the bringing of goods to the Motor Car for loading thereon or the taking away of goods from the Motor Car after unloading therefrom.

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

(a) The Company's indemnity to the Insured and/or any other person claiming to be indemnified under Section (II) including claimant's costs and expenses and other costs and expenses incurred by or on behalf of the Insured and/or such other person with the Company's written consent arising out of any Event is limited to:
(i) in respect of death of or bodily injury to any person pursuant to sub-paragraph 9 (i), the amount of **Hong Kong Dollar One Hundred Million**; and

(ii) in respect of damage to property pursuant to sub-paragraph 9 (ii), the amount of **Hong Kong Dollar Two Million.**

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

(b) If the occurrence of any Event results in indemnity to more than one person, the limitations of the Company's indemnity specified in paragraph 10 (a) will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the Insured.

(c) At any time after the happening of any Event giving rise to a claim or a series of claims under Section (II) the Company may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the Company's liability specified in paragraph 10(a)(after the deduction of any sums already paid) or any lesser amount for which such claims can be settled and the Company shall relinquish the conduct of any defence settlement or proceedings and shall not then be responsible for damages payable to the claimant and claimant's costs or for any damages alleged to have been caused to the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or by such person or by any claimant or other person after the Company shall have 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 fulfil and be subject to the terms and conditions of this Policy in so far as they can apply; or

(ii) if such person is entitled to indemnity under any other insurance policy;

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

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

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

(c) in respect of damage to property belonging to or held in trust by or in the custody or control of:

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

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

(d) in respect of judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong;

(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".

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

(i) 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;

(ii) the Motor Car is being driven by a person who has not held for a period of 2 years a driving licence (other than provisional driving licence), by an additional amount by way of the "Inexperienced Driver Excess" specified in the Schedule.

(c) In the Event of a claim under Section (II):

(i) if paragraph 13 (a) and any or more of sub-paragraphs 13(b) (i) and 13(b) (ii) are applicable, the first amount of such claim for which the Company is not liable will be calculated cumulatively;

(ii) if the expenditure incurred by the Company resulting from a claim includes the amount for which the Company is not liable pursuant to paragraphs 13 (a) and 13 (b), the Insured shall forthwith repay such amount to the Company.

14 AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

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

15 SECTION (III) INSURANCE-INDEMNITY OF MEDICAL EXPENSES

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

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:

Period of Insurance	The Discount
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 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 ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this paragraph 17(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.

In any action suit or other proceedings where the Company alleges that by reason of paragraph 17(b), any accident loss damage or liability is not indemnfiable 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.

18 GENERAL CONDITIONS

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

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

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

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

(e) The Company may cancel this Policy by giving seven days' notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice and (provided no claim has arisen during the current period of insurance and the current Certificate of Insurance has been returned to the Company on or before the date of cancellation) the Insured shall be entitled to a return of premium less the premium calculated at the Company's short period rates (as shown below) for the period the Policy has been in force.

Period Covered (not exceeding)	Short Period Rates
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 or 8 months	80% of annual rate
Over 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 18(f) shall impose on the Company any liability from which but for this paragraph 18(f) it would have been relieved pursuant to sub-paragraph 12(a)(ii).

(g) All differences arising out of this Policy shall be determined by arbitration in accordance with the prevailing Arbitration Ordinance. If the parties fail to agree upon the choice of arbitrators or umpires, then the choice shall be referred to the Chairman for the time being of the 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.

The following clause(s)/endorsement(s) only apply when specified in the Schedule

P13 - WINDSCREEN EXCESS WAIVER

In respect of accidental damage of the windscreen only, the Company will waive the Excess for the first reinstatement of windscreen applicable to Section (I) of the Policy and will not affect the No Claim Discount Protection accounted for in the calculation of the above claim settlement in any one period.

P13B - WINDSCREEN EXCESS WAIVER (HK$5,000)

In respect of loss or damage occasioned to the windscreen and car windows the Company will pay up to HK$5,000 per event and sub-paragraph 7(d) under this Policy will not be applicable. It is further noted and agreed that any claim made under this item will not affect the No Claim Discount Protection accounted for in the calculation of the total claims settlement in any one period.

P17 - NO CLAIM DISCOUNT PROTECTION

If the total claim amount incurred during the Period of Insurance does not exceed 20% of the Insured Value or HK$ 80,000 (whichever is the lesser), the Insured can continue to enjoy No Claim Discount as in the current Policy, provided that the No Claim Discount granted by this benefit shall not be transferred to any other insurance company.

P19 - MEDICAL EXPENSES

It is hereby noted and agreed that the limit of indemnity under paragraph 15 Section (III) Insurance - Indemnity of Medical Expenses is increased from HKD2,000 to HKD10,000.

P38 - NO CLAIM DISCOUNT PROTECTION

If the total claim amount incurred during the period of insurance does not exceed 15% of the Insured Value or HKD60,000 (whichever is the lesser), the Insured can continue to enjoy No Claim Discount as in the current Policy, provided that the No Claim Discount granted by this benefit shall not be transferred to any other insurance company.

P47 - PERSONAL ACCIDENT PROTECTOR (HKD100,000)

The Company will pay HKD100,000 as compensation for death of the Driver(s) stated in the Policy while driving the Motor Car and caused solely by violent accidental external and visible means.

P49 - WINDSCREEN EXCESS WAIVER (HKD10,000)

In respect of loss or damage occasioned to the windscreen and car windows, the Company will pay up to HKD10,000 per event and sub-paragraph 7(d) under this Policy will not be applicable it is further noted and agreed that any claim made under this item will not affect the No Claim Discount Protection accounted for in the calculation of the total claims settlement in any one period.

P54 – THE PROVINCE OF GUANGDONG, CHINA EXTENSION

It is hereby declared and agreed that Section (I) of this Policy is extended to indemnify the Insured against loss of or damage to the Motor Car whilst operating within the Province of Guangdong and the Compulsory Excess(es) applicable to this extension is/are HKD { as stated in the Schedule } or { as stated in the Schedule } % of the adjusted loss whichever is the greater.

It is further declared and agreed that in the event of a claim under this particular extension of cover, notwithstanding Section (I) sub-paragraph 5 (b) (i) of this Policy, the Company will not be liable for any cost and expenses to be incurred by the Insured for protecting and removing the Motor Car to Hong Kong for inspection after the occurrence of an accident outside Hong Kong.

P84 - CLAIM RECOVERY SERVICE (85%)

In the event of the Company having paid a claim under this Policy, the Company agrees to pursue a claim against the liable third party for the loss suffered by the Insured and the claim payment made by the Company as a result of the accident. When the claim against the liable third party is successful, the Company will refund to the Insured a pro-rata portion of the recovered amount corresponding to the Insured's loss less any fees incurred by the Company in pursuing the recovery action. If more than 85% of the claim payment made by the Company is recovered from the liable third party, the Company agrees to reinstate the No Claim Discount as if no claim being made or arising during the Period of Insurance, from the renewal(s) subsequent to the loss and refund to the Insured the difference in premium paid as a result of the reduction of No Claim Discount.

In the event of the adjusted repairing cost of the Motor Car below the claims excesses applicable to Section (I) of this Policy, the Company will, at the request of the Insured, provide a consultation service to assist the Insured in pursuing the recovery from the liable third party.

P95 - DRIVING UNDER THE INFLUENCE OF DRINK OR DRUGS EXCLUSION

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

A. who is convicted of an offence for being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Car; or

B. 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

C. 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.

ITC - IT CLARIFICATION CLAUSE

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

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

Consequently the following are excluded from this Policy:

A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.

B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

TRM - TERRORISM EXCLUSION ENDORSEMENT

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 endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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 endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

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

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

SPC - SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE

This insurance does not cover any liability for:

(1) personal injury or bodily injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for personal injury or bodily injury or loss of or physical damage to or destruction of tangible property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance;

(2) the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance;

(3) fines, penalties punitive or exemplary damages.

This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

RTP - RIGHTS OF THIRD PARTIES CLAUSE

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.

SLE - SANCTIONS LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No (RE)insurer shall be deemed to provide cover and no (RE)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 (RE)insurer to any sanction, prohibition or restriction under united nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

IMPORTANT NOTICE 重要聲明

Immediate notice should be given to the Company in the event of any accidental damage to the Motor Car and the Company may exercise its option to nominate a garage for the repair.

受保車輛因意外受損需作修理時，應立即通知本公司，而本公司可指定車廠進行修理。

In the event of cancellation or alteration of this Policy, the minimum Premium will be charged at the discretion of the Company.

若取消或更改本保單，本公司將酌情收取最低保費。

Personal Information Collection Statement

The information you provide to Bank of China Group Insurance Company Limited ("the Company") is collected to enable the Company to carry on insurance business and may be used for the purpose of:

(i) processing and evaluating your insurance application and any future insurance application you may make;

(ii) administering your insurance policy and providing services in relation to your insurance policy;

(iii) analysis or investigating, processing and paying claims made under your insurance policy;

(iv) invoicing and collecting premiums and outstanding amounts from you;

(v) any alterations, variations, cancellation or renewal of any insurance related product or service;

(vi) contacting you for any of the above purposes;

(vii) exercising any right of subrogation;

(viii) other ancillary purposes which are directly related to the above purposes; and

(ix) complying with applicable laws, regulations or any industry codes or guidelines.

The Company may disclose your personal data for the above purposes to the following classes of transferees:

(a) third party agents, contractors and advisors who provide administrative, communications, computer, payment, security or other services which assist us to carry out the above purposes (including medical service providers, emergency assistance service providers, telemarketers, mailing houses, IT service providers and data processors);

(b) in the event of a claim, loss adjudicators, claims investigators and medical advisors;

(c) in the event of default, debt collectors and recovery agents;

(d) insurance reference bureaus or credit reference bureaus;

(e) reinsurers and reinsurance brokers;

(f) your insurance broker (if you have one);

(g) the Company's legal and professional advisors;

(h) the Company's related companies (as that term is defined in the Companies Ordinance);

(i) any association, federation or similar organization of insurance companies ("Federation") and its members that exists or is formed from time to time for any of the above or related purposes or to enable the Federation to carry out its regulatory functions or such other functions that may be assigned to the Federation from time to time and are reasonably required in the interest of the insurance industry or any member(s) of the Federation;

(j) any member(s) of the "Federation" by the "Federation" for any of the above or related purposes;

(k) any related company or any other company carrying on insurance or reinsurance related business or an intermediary or a claim or investigation or other service provider providing services relevant to insurance business for any of the above or related purposes;

(l) the Insurance Claims Complaints Bureau and similar industry bodies; and

(m) government agencies and authorities as required or permitted by law.

The Company is hereby authorized to obtain access to and/or to verify any of your data with the information collected by the Federation from the insurance industry.

Moreover, the Company may also use and disclose your personal data otherwise with your consent.

You have the right to obtain access to and to request correction of any personal information concerning yourself held by the Company. Requests for such access can be made to the Company's Legal and Compliance Department (Tel: 2867 0888 / Fax: 3906 9939).

Use of Personal Data in Direct Marketing

With your written consent given for direct marketing purpose (which includes an indication of no objection), the Company intends to use your data in direct marketing. The Company will only act in accordance with the rules about direct marketing contained in the Ordinance. Please note that:

(1) your name, contact details, products and services portfolio information and demographic data held by the Company may be used by the Company in direct marketing from time to time;

(2) the following classes of services, products and subjects may be marketed:

  (i) financial, insurance and related services and products;

  (ii) reward, loyalty or privileges programmes and related services and products;

(iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and

(iv) donations and contributions for charitable and/or non-profit making purposes;

(3) the above services, products and subjects may be provided to or (in the case of donations and contributions) contributed to by the Company and/or:

(i) the Company or BOC Hong Kong (Holdings) Limited or any of its subsidiaries;

(ii) third party reward, loyalty, co-branding or privileges programme providers;

(iii) co-branding partners of the Company and BOC Hong Kong (Holdings) Limited (the names of such co-branding partners can be found on the application form(s) for the relevant services and products, as the case may be); and

(iv) charitable or non-profit making organisations;

(4) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (1) above to all or any of the persons described in paragraph (3) above for use by them in marketing those services, products and subjects, and the Company requires your written consent (which includes an indication of no objection) for that purpose.

If you do not wish the Company to use or provide to other persons your data for use in direct marketing as described above, you shall exercise your opt-out right by notifying the Legal and Compliance Department of the Company (Tel.:2867 0888, Fax no.:3906 9939).