



閩 信 保 險 有 限 公 司
MIN XIN INSURANCE COMPANY LIMITED
(A WHOLLY OWNED SUBSIDIARY OF MIN XIN HOLDINGS LIMITED)

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PRIVATE CAR INSURANCE POLICY

Please read this policy carefully and have it returned immediately, but no later than 14 days from its date of issue, for amendment of any error and/or mis-description; otherwise this policy will be treated as correct and intended. It is emphasized that any non-disclosure and/or mis-representation deliberate or negligent of a material fact to the proposal of this insurance and/or breach of any warranty or condition(s) of this policy will render this policy voidable.

請小心查閱此保單，如有任何錯誤，請即於出保單日後十四天內郵回更正為荷，否則此保單被視為正確無誤，更鄭重聲明對此保單所提供之一切資料，如有任何隱瞞或錯誤之錯誤表達者或違反此保單之條款或章則者，會導致此保單無效。

(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 specific 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 Min Xin Insurance Company Limited.
- (b) "Event" means by 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 Special Administrative Region (HKSAR) 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 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 Fire & Theft Insurance", Section (I) as amended by sub-section (d) and Section (II) of this Policy are operative.
- (c) 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 "Limit of Indemnity" 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 lists exists, the price last obtaining at the manufacturer's work 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.

- (d) If the Policy Cover is stated in the Schedule to be "Third Party Fire & Theft" the Company shall be liable under this Section solely for loss or damage resulting from fire self-ignition lightning explosion theft or attempted theft.

(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 specified in the Schedule as "Authorized 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 or 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).
- (e) (i) Any LOSS, DAMAGE OR CONSEQUENTIAL LOSS directly or indirectly caused by, consisting of or arising from, the failure of any computer, data processing equipment media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software whether the property belonging to the insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:

- (a) correctly recognise any date as its true calendar date; and/or
- (b) capture, save, 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
- (c) 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.

- (ii) 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.
- (iii) It is further understood that the Company will not pay for LOSS, 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 for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (i) above.

Such LOSS, DAMAGE OR CONSEQUENTIAL LOSS described in (i), (ii), or (iii) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence. In the event that this exclusion clause shall take precedence and shall prevail.

Where the Company alleges that by reason of this exclusion clause any LOSS, DAMAGE OR CONSEQUENTIAL LOSS shall not be indemnified under this Policy, the burden of proving that such LOSS, DAMAGE OR CONSEQUENTIAL LOSS is indemnifiable under this Policy shall be upon the Insured and any other person claiming to be indemnified.

(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

- (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 of 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.
- (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:

- to indemnify any person claiming to be indemnified:
 - 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
 - if such person is entitled to indemnity under any other insurance policy;
- in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
 - any person (including the Insured) claiming to be indemnified under Section (II); or
 - the employer of any person (including the Insured's) claiming to be indemnified under Section (II);
- in respect of damage to property belonging to or held in trust by or in the custody or control of:
 - any person (including the Insured) claiming to be indemnified under Section (II); or
 - a member of the same household of any person (including the Insured's) claiming to be indemnified under Section (II);
- in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of HK SAR;
- any claims excesses applicable to Section (II).

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

- 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".
- 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:
 - 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 "TPPD Unnamed Driver Excess" specified in the Schedule;
 - the Motor Car is being driven by a person under 25 years of age, by an additional amount by way of the "TPPD Young Driver Excess" specified in the Schedule;
 - 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 "TPPD Inexperienced Driver Excess" specified in the Schedule;
- In the event of a claim under Section (II):
 - if paragraph 13(a) and any or more of sub-paragraphs 13(b)(i), 13(b)(ii) and 13(b)(iii) are applicable the first amount of such claim for which the Company is not liable will be calculated cumulatively;
 - if the expenditure incurred by the Company shall include any amount for which the Company is not liable pursuant to paragraphs 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 HK SAR to pay an amount for which the Company would not otherwise be liable under this Policy the person on whose account the payment is made (whether that person is the Insured or any other person) 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 as Section (III) "Policy Limit of Indemnity".

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

- 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:

Periods of Insurance	The Discount (On Renewal Premium)
One year	20%
2 consecutive years	30%
3 consecutive years	40%
4 consecutive years	50%
5 or more consecutive years	60%
- 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.
- 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.
- In the event of a transfer of interest in the Policy with the Company's prior consent from the 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.
- 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:

- any accident loss damage or liability caused sustained or incurred:
 - outside the Geographical Area;
 - 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;
- any accident loss damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:
 - war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power;
 - strike riot civil commotion; or
 - detention seizure confiscation or any attempt thereof;or by any direct or indirect consequences of any of the said occurrences;
- any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;
- any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this paragraph 17(d), combustion shall include any self-sustaining process of nuclear fission; and
- 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 proceeding where the Company alleges that by reason of paragraph 17(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.
- any accident, loss, damage or liability caused, sustained or incurred whilst the motor Car is being driven by, in the charge or under the control of the Insured or the Insured Driver 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 other legislation which replaces the same.

(18) GENERAL CONDITIONS

- Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.
- 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 cooperate with the Company in securing the conviction of the offender.
- 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.

- 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 of 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.

- 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 for the period the Policy has been in force.

(ii) Short Period Rates

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

Period		
(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
(exceeding)	8 months	Full annual premium

Policy issued for a short period may not be extended upon payment of the difference between the premium for the Short Period and that for the extended period.
The cancellation of policy must be in accordance with the paragraph (e) of the General Conditions (18) of the Policy.

- 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).
- 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.
- The Policy is subject to the exclusive jurisdiction of Hong Kong SAR and is to be construed according to the laws of Hong Kong SAR.
- In so far as indemnity granted under Section I of this Policy is concerned, it is hereby understood and agreed that the Company has the right to exercise its authority to appoint its approved workshop for the repair of the Motor Car.

WHAT TO DO WHEN AN ACCIDENT OCCURS

- At the Scene of the Accident.
 - keep calm and refrain from discussing who was to blame with other driver and do not make any compromise settlement with third party.
 - if someone has been injured call an ambulance and Police immediately. The Police will take down the details on the spot.
 - if no one has been injured, under safe condition, move your car to the side of the road so as not to disrupt traffic flow.
- Obtain Important Information from the Other Driver including:
 - Name • ID Number • Contact Phone Number • Address • Vehicle number • Name of insurance company • Insurance policy or certificate number
 - if possible make a rough sketch of the accident scene, the position of vehicles involved, a note of the weather and road conditions (Photographs would be helpful).
 - you must immediately notify us of the accident by completing our Motor Insurance Claim Form and Letter of Authorization to obtain police report; the form must be signed by you and the person driving the vehicle at the time of the accident and return to us within 14 working days after the occurrence of the accident.
 - in cases not involving personal injury you are recommended to report the accident to any Police post or station within 24 hours for record. If the accident caused by third party's negligence, make complaint against third party to police for investigation. If you have made statement to police, obtain a copy of statement to us.
- Repairing Your Car
 - if you have a Comprehensive policy and intend to make a claim, a detailed repairs quotation must be submitted to and approved by us prior to any commencement of repairs.
- After the Accident
 - all communications received from the Police or any other party, any writ, summons, prosecution letter and/or claim document from third party should be forwarded to us immediately.
- Theft
 - if your car or some accessories or property inside the car has been stolen, report the case to the Police immediately and notify us soonest.

如何處理意外發生後各項事宜

- 在意外現場
 - 保持鎮定，避免和對方司機研究誰人應負責任及切勿與第三者協議任何賠償方案。
 - 如有人受傷，應立即通知警方及召喚救護車，警方將會紀錄事故現場的詳情。
 - 如無人受傷，在安全情況下將車輛泊放路旁，以免阻礙交通。
- 從對方司機獲取重要資料，包括：
 - 姓名、身份證號碼、聯絡電話號碼、地址、車牌號碼、保險公司名稱、保單或保險證編號
 - 儘可能繪畫當時意外地點草圖，肇事車輛意外前後的位置、天氣和路面的情況（照片亦可）
 - 儘速通知本公司，填寫由本公司提供的意外報告表格及索取報案記錄授權書，並由車主和事發時的司機簽署作實，在過事十四天內送回本公司。
 - 即使無人受傷，亦應在二十四小時內向警署報案作為紀錄。若是對方司機犯錯，引致是次交通意外的發生，更應向警方投訴對方，待交通意外調查組展開調查及研究進行有關檢控。如有錄取口供，要求警方給予副本並交給本公司。
- 修理汽車
 - 如購買綜合保險並打算索賠賠償時，必須向本公司提交詳細的維修報價表，得到本公司同意後，受保車輛方可進行修理。
- 意外之後
 - 當收到警方或任何人士的通信，法院發出之有關傳票、其它一切有關該檢控之文件及/或第三者的索償文件，應儘速交給本公司處理。
- 偷竊
 - 如車輛或車內財物或零件被竊，應立刻向警方報案，並向本公司報告有關事項。