

# Motor Car Insurance Policy

Exclusively for MINI Owners

## General Definitions

For the purpose of this Policy:

"We" or "Us" or "Our" or "The Company" means Allianz Global Corporate & Specialty SE. "You" or "Your" or "Yours" or "The Insured" means the insured specified as such in the Schedule.

"The Motor Car" or "Car" means the motor car specified in the Schedule.

"Insured Driver" means You or any other person who is driving on Your order or with Your permission provided that You 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.

"The Policy" means this 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.

"The Proposal and Declaration" means any signed proposal form and declaration and any information supplied by or on behalf of You in addition thereto or in substitution thereof.

"The Schedule" means the pages attached to this Policy specifying the terms and details of this insurance contract.

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

"Geographical Area" or "Hong Kong SAR" means the territories of Hong Kong Special Administrative Region and includes its territorial waters for the purpose of the transit of the Motor Car by sea including incidental loading or unloading.

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.

## Thank you for insuring with Allianz.

Thank you for choosing MINI Insurance.

The insurer of this product is Allianz Global Corporate & Specialty SE.

Please read this Policy carefully to make sure that You have the coverage You need. The Schedule shows the Sections of the Policy You have chosen, the sums insured and any special terms that apply to this Policy.

If You have any queries, please contact Your Insurance Agent/Broker or Our office.

## Personal Information Collection Statement

All information and data, personal or not, collected or obtained or held by Us can and/or will be held, used, divulged, disclosed or otherwise transferred by Us to any person (which description includes a corporation, a partnership as well as other entities or bodies) as We may in Our discretion see fit for the purpose of:-

- underwriting;
- claim processing and/or investigation;
- marketing;
- statistical research for any purposes whatsoever;
- data matching and/or verification; and/or
- communication with You/ the Insured/ the payor/ claimant/ Your employees (if applicable).

For the aforesaid purpose, the data and information as aforesaid may and can, inter alia, be disclosed, divulged, supplied or otherwise transferred to any related or associated company of Us or any other company carrying on insurance or reinsurance or related or unrelated business or an intermediary or claims investigation or processing company or other service provider providing services relevant to insurance or other unrelated business or professional advisors or any association, federation or similar organization of insurance companies and/or other business participants in the insurance industry ("Federation") that exists or is formed from time to time for the benefit and interest of the insurance industry or any members thereof or for regulating the insurance companies or other business participants or any other individual/ organization/ third party as We may consider necessary and desirable in Our own discretion.

We are also entitled, for such purpose, if it is necessary to do so, to obtain access to and/or verify any of Your [including Your employees (if applicable)] data with the information collected by the Federation from the insurance industry.

The information You give Us is on a voluntary basis (subject always to Your duty of making full and frank disclosure). However, failure to supply information may result in Our being unable to process Your application/ claim and We shall not be responsible nor be held liable for any loss and damage that may be caused or occasioned to You in anyway whatsoever howsoever arising as a result of any failure due to such reason. You have the right to obtain access to and to request correction of any personal information concerning Yourself (including You employees where applicable) held by Us but We have the right to charge a reasonable fee for the processing of any data access request. Request for such access shall be made in writing and addressed to Allianz Global Corporate & Specialty SE. In case You may at any time choose, which You are entitled to, not to receive Our promotional materials, You should notify Us in writing.

In the event that any of the clauses as aforesaid shall be or become invalid or in any way unenforceable, the part which is void, invalid or unenforceable shall be served from the remainder which shall not be prejudices, derogated or other in anyway affected by such invalidity and/ or unenforceability.

## Insuring Clause

You and We agree:

- the Proposal and Declaration is incorporated in and is the basis of this insurance contract;
- You will pay the premium specified in the Schedule;
- We will provide the insurance subject to the terms and conditions of this Policy in respect of any Event occurring during the Period of Insurance and as specified in the Schedule; and
- the following shall be conditions precedent to Our liability:
  - 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 You or any other person claiming to be indemnified; and
  - the truth of the Proposal and Declaration.

## Operative Insurance Cover

- Where the "Operative Insurance Cover" in the Schedule is stated to be "Comprehensive Insurance", Sections I, II and III of this Policy are operative.
- 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.
- Where the "Operative Insurance Cover" in the Schedule is stated to be "Third Party Fire and Theft Insurance", Section I in respect of loss of or damage to the Motor Car resulting directly and independently of all other causes from fire, self-ignition, lightning, explosion, theft or attempted theft; and Section II of this Policy are operative.

## 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 Your business or profession. 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.

## No Claim Discount ("The Discount")

- In the event of no claim being made under this Policy during any of the periods of Insurance (Claim-Free Period), the renewal premium shall be reduced by the Discount specified below:

Claim-Free Period	NCD Group
One year	30%
2 consecutive years	40%
3 consecutive years	50%
4 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 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 2 above notwithstanding any assertion or allegation that You and/or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the Event resulting in the claim under this Policy.
- In the event of a transfer of interest in this Policy with Our prior consent from You to another party, 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 You shall retain Your right to the Discount earned up to the date of transfer which right is applicable to any motor insurance policy taken out by You on any one private motor car within 12 months of the date of transfer.
- If more than one Motor Car are insured under this Policy, the Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Car.

## SECTION I

### A. Against Loss of or Damage to the Motor Car

- We will indemnify You against loss of or damage to the Motor Car and/or its accessories and/or its spare parts whilst thereon. We may, at Our option, repair, reinstate or replace the Motor Car and/or its accessories and/or its spare parts or pay in cash of such loss or damage. Our indemnity pursuant to this paragraph A(1) is limited to:
  - the reasonable market value of the Motor Car at the time of its loss or damage; or
  - Your Estimated Value of the Motor Car as specified in the Schedule; whichever is the lesser amount.
- If the Motor Car is disabled by reason of loss or damage insured by this Policy, We will additionally pay the reasonable cost of:
  - protection and removal of the Motor Car to the nearest repairer; and
  - redelivery after repair to Your address within the Geographical Area where the loss or damage was sustained;provided that the amount recoverable shall not exceed 20% of the agreed cost of repairs to the Motor Car.
- 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 Us exercising the option to pay in cash the amount of the loss or damage, Our liability 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.

### B. Conditions

- If at Your request a Hire Purchase Owner has been specified in the Schedule or in a Memorandum endorsed hereon, any payment in cash by Us 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 Our liability in respect of such loss or damage.

2. You may proceed the repair of the Motor Car necessitated by damage for which We may be payable under this Policy provided that:
  - a. the estimated cost of such repair does not exceed the amount specified in the Schedule as "Authorised Repair Limit";
  - b. We are furnished forthwith with a detailed estimate of the repair cost; and
  - c. You shall give Us every assistance to see that such repair is necessary and the charge is reasonable.
3. Where the Motor Car is the subject of a claim under Section I, We shall have a right of veto concerning a proposed place of repair or repair firm.

#### C. Exceptions

We shall not be liable in respect of:

1. consequential loss;
2. depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage;
3. damage to tyres unless damage is caused to other parts of the Motor Car at the same time; and
4. any claims excesses applicable to Section I.

#### D. Claims Excesses

1. In respect of any Event giving rise to a claim (other than an Event of theft or attempted theft), We will not be liable for the first amount of such claim specified in the Schedule as "General Excess".
2. The first amount of any claim for which We are not liable pursuant to paragraph D(1) above will be increased if at the time of the occurrence of the Event giving rise to the claim:
  - a. 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;
  - b. 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;
  - c. 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.
  - d. the Motor Car is parked, by an additional amount by way of the "Parking Damage Excess" specified in the Schedule.
3. In respect of any claim arising out of theft or attempted theft of the Motor Car, We shall not be liable for the first amount of each claim specified in the Schedule as the "Theft Loss Excess".
4. In the event of a claim under Section I:
  - a. if paragraph D(3) above is applicable, then paragraphs D(1) and D(2) above will not be applicable;
  - b. if paragraph D(1) and any or more of sub-paragraphs D(2)(a), D(2)(b), D(2)(c) and D(2)(d) mentioned above are applicable, the first amount of such claim for which We are not liable will be calculated cumulatively;
  - c. if the expenditure incurred by Us shall include any amount for which We are not liable pursuant to sub-paragraphs D(1), D(2), or D(3), You shall forthwith repay such amount to Us.
5. The provisions of paragraph D(1) and D(2) above 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.

### SECTION II

#### A. Against Third Party Legal Liabilities

Subject to Policy Limits of Liability, Conditions and Exceptions, We will indemnify You, and/or any Insured Driver and/or at the request of You any person (other than the person driving) in or getting into or out of the Motor Car against all sums including costs and expenses which You and/or such Insured Driver and/or such other person shall become legally liable to pay, and other costs and expenses incurred by or on behalf of You and/or such Insured Driver and/or such other person with Our written consent in respect of:

1. death of or bodily injury to any person; and/or
2. damage to property;

where such death or bodily injury or property damage arises out of an Accident caused by or in connection with the 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.

#### B. Policy Limits of Liability Applicable to Section II Insurance

1. Our indemnity to You, and/or any other person claiming to be indemnified under Section II including claimant's costs and expenses and other costs and expenses incurred by or on behalf of You and/or such other person with Our written consent arising out of any Event is limited to:
  - a. in respect of death of or bodily injury to any person pursuant to sub-paragraph A(1) above, the amount specified in the Schedule as Policy Liability Limit "Third Party Death or Bodily Injury"; and
  - b. in respect of damage to property pursuant to sub-paragraph A(2), the amount specified in the Schedule as Policy liability Limit "Third Party Property Damage".

Notwithstanding anything contained in this Policy to the contrary, it is hereby noted and agreed that the Policy Liability Limits under Section II Insurance will apply to each Motor Car as if a separate policy had been issued for each Motor Car.

2. Subject otherwise to the Terms, Exceptions and Conditions of this Policy.
2. If the occurrence of any Event results in indemnity to more than one person, the limitations of Our indemnity specified in paragraph B(1) above will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to You.
3. At any time after the happening of any Event giving rise to a claim or a series of claims under Section II, We may pay to You and/or any other person claiming to be indemnified the respective full amount of Our liability specified in paragraph B(1) above (after the deduction of any sums already paid) or any lesser amount

for which such claims can be settled and We shall relinquish the conduct of any defence settlement or proceedings and shall not then be responsible for damages payable to the claimant and claimant's costs or for any damages alleged to have been caused to You or such person in consequence of any alleged action or omission of Us in connection with such defence settlement or proceedings or of Us relinquishing such conduct nor shall We be liable for any costs or expenses whatsoever incurred by You or by such person or by any claimant or other person after We shall have relinquished such conduct.

#### C. Conditions

1. In the event of the death of any person entitled to indemnity under Section II, We will in respect of the liability incurred by such person indemnify his legal personal representative subject to the limitations specified hereunder which apply to such person.
2. We may at Our option and expense:
  - a. 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
  - b. 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.

#### D. Exceptions

We will not be liable:

1. to indemnify any person claiming to be indemnified:
  - a. 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
  - b. if such person is entitled to indemnity under any other insurance policy;
2. in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:
  - a. any person (including You) claiming to be indemnified under Section II; or
  - b. the employer of any person (including Yours) claiming to be indemnified under Section II;
3. in respect of damage to property belonging to or held in trust by or in the custody or control of:
  - a. any person (including You) claiming to be indemnified under Section II; or
  - b. a member of the same household of any person (including Yours) claiming to be indemnified under Section II;
4. in respect of judgements which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong SAR;
5. any claims excesses applicable to Section II.
6. death, injury, loss or damage directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This exclusion shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the Geographical Area of this Policy.
7. death or injury to any person or damage arising out of the presence of the Motor Car in or on part of an aerodrome, airport, airfield or military base provided for:
  - a. the take-off or landing of aircraft or the movement of aircraft on the surface.
  - b. aircraft parking aprons including the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars.

#### E. Claims Excesses

1. In respect of any Event giving rise to a claim for indemnity against liabilities for third party property damage, We will not be liable for the first amount of such claim specified in the Schedule as "Third Party Property Damage Excess".
2. If the expenditure incurred by Us is resulting from a claim includes the amount for which We are not liable pursuant to paragraph E(1) above, You shall forthwith repay such amount to Us.

#### F. Avoidance of Certain Terms and Right of Recovery

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

### SECTION III

#### Indemnity of Medical Expenses

We will pay to You the reasonable medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means sustained by You or the Insured Driver (other than You) or any occupant of the Motor Car as the direct and immediate result of an accident to the Motor Car, provided always that Our 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".

#### Motorxtra Endorsement

It is understood and agreed that the following endorsements from part of this Policy:

1. **No Claim Discount Protector (applicable to Comprehensive Insurance Only)**

If the total claims under this Policy in any one period of insurance do not exceed HK\$100,000 after the application of any Excess, You will, at renewal, be entitled to the same percentage No Claim Discount as under the current Policy. It is, however understood and agreed that all claims will be accounted for in the event the No Claim Discount is to be transferred to any other insurance company.

2. **New for Old Replacement Car (applicable to Comprehensive Insurance Only)**

In the event of a total loss, We agree to replace the Motor Car with a same make and model without deducting any depreciation provided that:

- a. You are the first registered owner of the Motor Car;
- b. the loss occurs within the first twelve months of the first registration of the Motor Car with the Transport Department;
- c. the first registration of the Motor Car with the Transport Department must be made within twelve months from the date of manufacture thereof;
- d. the make and model of the Motor Car is available in Hong Kong SAR;

- e. the modifications, if any are deducted;
- f. additional accessories and equipment are excluded;
- g. the net purchase price of the replacement car does not exceed the Estimated Value of the Motor Car as specified in the Schedule;
- h. the Estimated Value of the Motor Car equals the net purchase price of the Motor Car Insured;

However when You choose not to accept the replacement car or the replacement car is not available, We will pay You in accordance with the Terms and Conditions of this Policy as if this endorsement had not been applied.

**3. Windscreen Protection (applicable to Comprehensive Insurance Only)**

In respect of accidental damage occasioned solely to the windscreen and/or car window(s). We will pay the cost of replacement of the windscreen and/or car window(s) except the first amount of HK\$2,000 for each and every claim. If the damage is made good by repair carried out by MINI glass specialist, We will be liable for the actual full amount of the claim without deduction of any excess. It is further noted and agreed that any claim made under this benefit will not be accounted for in the No Claim Discount Protector under Motorxtra Endorsement 1.

**4. 24-Hour Emergency Roadside Assistance (applicable to Comprehensive Insurance Only)**

In the event of mechanical breakdown of, or accident to the Motor Car on the road, excluding the defeat of security system of the Motor Car, We will provide 24-hour telephone advisory service and if the Motor Car is known to be immobilised, unfit or unsafe to be driven, We will at Our own expense, excluding any spare parts or accessories, arrange emergency roadside repair service at the request of You or Your authorised driver on the spot. In such case, the Motor Car must not be left unattended prior to the arrival of the provider of the repair service. In the event of adverse conditions beyond Our control, We reserve the right to suspend the services provided under this endorsement.

**5. 24-Hour Free Towing Service (applicable to Comprehensive Insurance Only)**

If the Motor Car is immobilised on the road due to an accident or mechanical breakdown, excluding the defeat of security system of the Motor Car, the condition of which is beyond repair on the spot, We will at Our own expense, arrange for the Motor Car to be towed to car repairer or any other place in Hong Kong SAR requested by You or Your authorised driver. In such case the Motor Car must not be left unattended prior to the arrival of the provider of the towing service. We will not be responsible for any damage to or theft of any object and accessories which are left in or outside the Motor Car. In the event of adverse conditions beyond Our control, We reserve the right to suspend the services provided under this endorsement.

**Note 1.**

**24-Hour Claim Advisory Service**

A claim report hotline service is available 24 hours a day for You to report a claim to receive advice on claim procedures.

**Note 2.**

**24-Hour Traffic Legal Advisory Service**

You or Your authorised driver can receive general information on Hong Kong Special Administrative Region Traffic Regulations by use of 24-hour Traffic Legal Advisory service.

**6. Courtesy Car (applicable to Comprehensive Insurance Only)**

In the event of

- a. an accident resulting in the immobilisation of the Motor Car and provided the Motor Car is lodged in a garage and the repairing time is over 48 hours and subject to immediate notification to Us upon arrival of the Motor Car at the garage OR
  - b. theft of the Motor Car, which is reported stolen for more than 48 hours, with the support of the Police Report confirming the date and time of the theft.
- We will at Our own expense and Your request nominate and independent car rental contractor to supply a substitute car provided that
- i. the make and model of the substitute car is at Our discretion and may not be identical to the Motor Car;
  - ii. We are not responsible for the delivery of the substitute car;
  - iii. only You and the named driver(s) specified in the Policy Schedule can be registered as the driver of the substitute car;
  - iv. You shall upon claiming under this benefit comply with the terms and conditions of the car rental facility.

This benefit will terminate when the repair of the Motor Car is completed or the stolen Motor Car is recovered in normal condition. The maximum total cost of the rental will be limited to HK\$5,000 for each and every claim under this endorsement, with the daily limit not exceeding HK\$1,000.

**7. Claims Recovery Service**

We agree that

- a. In the event of Us having paid a claim under this Policy, We undertake on your behalf to pursue a recovery from the liable third party. If successful, We will refund to You a rateable proportion of the Policy Excesses to the loss less any fees incurred by Us in pursuing the recovery. Where a full recovery is made, We will reinstate the No Claim Discount from the renewal(s) subsequent to the loss and refund to You the difference in premium paid as a result of the deduction of the No Claim Discount;
  - b. in the event of the adjusted claim being made under the Policy Excesses or the cover granted being Third Party Only, We will assist You in pursuing the claim against the liable third party. The assistance will be advisory only and We will not be obligated or liable to take any action against any party pursuant to the recovery.
- Provided that You must lodge a complaint with the Police against the Third Party and that the Third Party is successfully prosecuted for careless driving by the court.

**8. Personal Accident Benefit (applicable to Comprehensive Insurance Only)**

**1. Definition**

**Insured Person** The first named driver stated in the Schedule of this Policy

**2. Insured Event**

The insurance coverage for the Insured Person shall operate only while the Insured Person is embarking/disembarking or driving or riding as passenger in the Motor Car subject to the territorial limits within Hong Kong SAR and Southern China.

**3. Benefits**

We will pay compensation for bodily injury as herein defined sustained by the Insured Person in direct connection with the Insured Event and caused by violent accidental external and visible means which independently of any other cause shall within 12 months from its occurrence of such injury result in Death and Permanent Disablement.

Table of Benefits		Benefit Amount (HK\$)
Section A	Death	250,000
Section B		
1.	Permanent Total Disablement	250,000
2.	Permanent and Incurable Paralysis of all Limbs	250,000
3.	Permanent Total Loss of Sight in both Eyes	250,000
4.	Permanent Total Loss of Sight in one Eye	250,000
5.	Loss of or Permanent Total Loss of use of two Limbs	250,000
6.	Loss of or Permanent Total Loss of use of one Limb	250,000
7.	Loss of Speech and Hearing	250,000
8.	Permanent and Incurable Insanity	250,000
9.	Permanent Total Loss of Hearing in : (a) Both Ears (b) One Ear	187,500 37,500
10.	Loss of Speech	125,000
11.	Permanent Total Loss of the Lens of one Eye	125,000
12.	Loss of or Permanent Total Loss of use of four Fingers and Thumb of : (a) Right Hand (b) Left Hand	175,000 125,000
13.	Loss of or Permanent Total Loss of use of four Fingers of : (a) Right Hand (b) Left Hand	100,000 75,000
14.	Loss of or Permanent Total Loss of use of one Thumb : (a) both Right Joints (b) one Right Joint (c) both Left Joints (d) one Left Joint	75,000 37,500 50,000 25,000
15.	Loss of or Permanent Total Loss of use of Fingers : (a) three Right Joints (b) two Right Joints (c) one Right Joint (d) three Left Joints (e) two Left Joints (f) one Left Joint	25,000 18,750 12,500 18,750 12,500 5,000
	In the event that the Insured Person is left-handed, the applicable percentages for left and right hands as shown in 12 to 15 shall be reversed.	
16.	Loss of or Permanent Total Loss of use of Toes : (a) all-one Foot (b) both great Joints (c) great Joint	37,500 12,500 7,500
17.	Fractured Leg or Patella with established non-union	25,000
18.	Shortening of Leg by at least 5 cm	18,750
19.	Permanent Disability not otherwise provided for under any of the Loss in Section B such percentage of the Principal Sum Insured shall be determined at the absolute discretion of Us and being in Our opinion not inconsistent with the compensation provided under Loss 9 to 18 inclusive. If more than one Loss result from one accident, only the amount set opposite one Loss (the greater) will be paid. In no event shall duplicate or multiple motor policies with the same Insured Person increase the amount of benefits in excess of the above sum for any one Loss sustained by the Insured Person as a result of any one accident. 'Loss' shall mean complete severance through or above the wrist or ankle joint or irrecoverable loss of entire sight or speech.	
20.	Permanent Total Disablement means bodily injury which prevents the Insured Person from attending to his business or occupation of any kind with proof satisfactory to Us that such disablement has continued for one year from the date of occurrence and will in all probability continue for the remainder of the Insured Person's life.	

**4. Exclusions**

This Policy does not cover any loss caused by or resulting from:

- a. suicide or any attempt thereat;
- b. the Insured Person engaging in or practising for racing of any kind other than on foot or speed or duration testing;
- c. the Insured Person affected (temporarily or otherwise) by alcohol or drugs;
- d. any pre-existing physical defect or infirmity

## 9. Car Wash and Car Beauty Service Assistance

If You require car wash, body work service such as minor body repairs and touch-up, welding, total repainting and refurbishment, Our 24-hour hotline can provide You with referral information on service providers and their charges. Subject otherwise to the Terms, Conditions, and Exceptions of this Policy.

### General Exceptions

We 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 Your order or with Your permission or to Your knowledge the Motor Car is in respect of which indemnity is provided by this Policy is being used otherwise than in accordance with the Limitation 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;
  - 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:
    - 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
    - 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
    - who is convicted of an offence of failing, without reasonable excuse, to provide a specimen of breath, blood, or urine for testing or analysis as required by law.
- 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 4, 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.

## 6. Terrorism Exclusion Clause for Contamination and Explosives

It is agreed that, regardless of any contributory causes, this Policy does not cover any loss, damage, cost or expense directly or indirectly arising out of

- biological or chemical contamination
- missiles, bombs, grenades, explosives

due to 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of a) "contamination" means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substance.

## 7. War and Terrorism Exclusion Endorsement

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy 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;

- 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
- 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 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 (1) and/or (2) above.

## 8. Sanction Limitation and Exclusion Clause

This Policy shall not provide coverage related to any business, including but not limited to this insurance and the fulfillment of any obligation thereunder, to the extent that the violate any applicable sanction law or regulations of the UN Security Council and/or the EU and/or any other applicable national sanction law or regulations.

In any action, suit or other proceedings where We allege that by reason of paragraphs 2, 6 and 7 above, 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.

### General Conditions

- Every notice or communication to be given or made under this Policy shall be delivered in writing to Us.
- In the event of any occurrence which may give rise to a claim under this Policy, You shall immediately give notice to Us with full particulars. Every letter, claim, writ, summons and process shall be notified or forwarded to Us immediately on receipt by You. Notice shall also be given in writing to Us immediately if You 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, You shall give immediate notice to the Police and cooperate with Us in securing the conviction of the offender.
- No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of You or any person claiming to be indemnified without the prior written consent of Us which shall be entitled to take over and conduct in the name of You or such person the defence or settlement of any claim, or to prosecute in the name of You or such person for Our own benefit any claim for indemnity or damages or otherwise and We shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You and such person shall give all such information and assistance as We may require.
- You shall take all reasonable steps to safeguard the Motor Car from loss or damage and to maintain it in efficient condition and We shall have at all times free and full access to examine the Motor Car or any part thereof or any driver or employee of Yours. 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.
- We may cancel this Policy by giving seven days' notice by registered letter to You at Your last known address and in such event will return to You the premium paid less the pro rata portion thereof for the period this Policy has been in force or this Policy may be cancelled at any time by You on seven days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate of Insurance has been returned to Us on or before the date of cancellation) You shall be entitled to a return of premium less the premium calculated at Our short period rates for the period the Policy has been in force. Short Period Rates are defined as:

#### Policy Period not exceeding

Policy Period not exceeding	Premium Payable
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
8 months	80% of annual rate
Exceeding 8 months	Full annual premium

- If at the time of a claim arises under this Policy there is any other insurance covering the same loss, damage or liability, We shall not be liable to pay or contribute more than Our rateable proportion of any loss, damage, compensation, costs or expenses, provided always that nothing in this paragraph 6 shall impose on Us any liability from which but for this paragraph 6, We would not have been liable pursuant to sub-paragraph D(1)(b) under Section II of this Policy.
- 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 We disclaim liability for any claim made under this Policy and such claim shall not within twelve calendar months from the date of such disclaimer 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.
- This Policy is subject to the exclusive jurisdiction of Hong Kong SAR and is to be construed according to the laws of Hong Kong.

### What to do in the event of a vehicle accident or loss:

- Call police immediately
- Never admit liability
- Obtain the names and addresses of all parties involved and record all relevant information
- Notify Allianz Global Corporate & Specialty SE Hong Kong Branch at the first available opportunity
- All documents concerning the accident or loss must be forwarded immediately to Allianz Global Corporate & Specialty SE Hong Kong Branch
- For assistance during non-business hours, please call Allianz 24-Hour emergency hotline as specified in the Policy Schedule.

The above is for reference only.

# Allianz

Allianz Global Corporate & Specialty SE Hong Kong Branch  
安聯環球企業及專項保險 – 香港分公司

24-Hour Emergency Assistance  
24小時緊急支援服務 +852. 2867 0025