QBE



Motor Supersurance Policy

汽車超級保險單

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QBE Hongkong & Shanghai Insurance Limited welcomes you as a policyholder and we take this opportunity to recommend that you thoroughly examine this Document which sets out the limitations and benefits of the insurance. Please store it in a safe place.

Should you have any query, please contact your Registered Agent/Broker or our QBE office, especially if the insurance is not completely in accordance with your intentions.

You are required to disclose to us, fully and faithfully, all the facts which you know or ought to know, otherwise, the policy issued hereunder may be void and you may not receive any benefit from your policy.

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昆士蘭聯保保險有限公司謹此歡迎閣下成為本保單的持有人，並藉此機會建議閣下詳細閱讀本文件，以了解本保險的保障範圍及限制。請妥善保存本文件。

如有任何查詢，尤其當保險內容與閣下原意不符時，請聯絡閣下的註冊代理人/保險經紀或本公司辦事處。

閣下有責任向本公司全面及誠實地披露所有已知或應知的事實，否則本保單可能會被視為無效，閣下亦可能無法獲得任何保障利益。

QBE Hongkong & Shanghai Insurance Ltd.

33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong

香港鰂魚涌英皇道 979 號大古坊濠豐大廈 33

Customer Service Hotline 客戶服務熱線	+852 2828 1998
Customer Service Fax 客戶服務傳真	+852 3009 3512
Claims Hotline 理賠部熱線	+852 2877 8608
Claims Fax 理賠部傳真	+852 3009 3600

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 Proposal and Declaration.

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

2. General Definitions

For the purpose of this Policy:

a) **"The Company"** means QBE Hongkong & Shanghai Insurance Ltd.

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

c) **"Geographical Area"** means the territories of Hong Kong and includes its territorial waters for the purpose of the transit of the Motor Vehicle by sea including incidental loading or unloading.

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 Vehicle 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 Vehicle"** means the motor car specified in the Schedule.

g) **"The Policy"** means this Motor Supersurance 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.

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 gender.

3. Operative Insurance Cover

The insurance provided by this Policy will be either one of the following covers as specified in the Policy Schedule.

Cover	Operative Sections
Comprehensive	Sections 1, 2 and 3
Third Party Fire & Theft	Section 1 as amended by sub-section (d) and Section 2
Third Party Legal Liability	Section 2

4. Limitations as to Use of the Motor Vehicle

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

This Policy will not operate when the Motor Vehicle 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 1 – Against Loss of or Damage to the Motor Vehicle

a) The Company will indemnify the Insured against loss of or damage to the Motor Vehicle and/or its accessories and/or its spare parts whilst thereon. The Company may, at its option, repair reinstate or replace the Motor Vehicle 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 Vehicle at the time of its loss or damage; or

ii. the Limit of Indemnity as specified in the Policy Schedule whichever is the lesser amount.

b) If the Motor Vehicle 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 Vehicle 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 Vehicle.

c) In the event of loss of or damage to the Motor Vehicle 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 Vehicle 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 Vehicle 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 Vehicle 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 and 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 1

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 Vehicle shall be made to the Hire Purchase Owner so specified whose receipt shall be a full and final discharge of all liability of the Company in respect of such loss or damage.

b) The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable as "Authorised Repair Limit" under this Policy provided that:

i. the estimated cost of such repair does not exceed HK$1,000;

ii. the Company is furnished forthwith 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 Vehicle is the subject of a claim under Section 1, the Company shall have a right of veto concerning a proposed place of repair or repair firm.

7. Special Exclusions

Applicable to Section 1

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 Vehicle at the same time; and

d) any claims excesses applicable to Section 1.

8. Claims Excesses

Applicable to Section 1

The Company shall not be liable for the first amount stipulated as the following respective Excess in the Policy Schedule (or any less expenditure which may be incurred) being the first part of any expenditure for which provision is made under Section 1 of the Policy in respect of each and every event occurring.

a) **Accidental Damage Excess** as a result of any accidental loss of or damage to the Motor Vehicle.

b) **Unnamed Drivers Excess** whilst the Motor Vehicle is being driven by any person other than a driver named in the Schedule.

c) **Parking Excess** whilst the Motor Vehicle is parked.

d) **Theft Excess** as a result of theft or attempted theft.

e) **Young Drivers Excess** whilst the Motor Vehicle is being driven by or is for the purpose of being driven by him in the charge of any person who is under 25 years of age.

f) **Inexperienced Drivers Excess** whilst the Motor Vehicle is being driven by or is for the purpose of being driven by him in charge of any person who is the holder of a provisional driving licence or has not held for a period of 2 years a driving licence other than a provisional driving licence.

If the expenditure incurred by the Company shall include the amount for which the Insured is responsible hereby such amount shall be repaid by the Insured to the Company forthwith.

For the purpose of this clause the expression "event" shall mean an event or series of events arising out of one cause in connection with the Motor Vehicle.

The above Excesses shall not apply to loss or damage caused by fire self-ignition lightning or explosion.

9. Section 2 – Against Third Party Legal Liabilities

Subject to Policy Limits of Liability Conditions and Exclusions, 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 Vehicle 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 Vehicle including the loading or unloading of goods onto or from the Motor Vehicle and within the limits of any carriageway or thoroughfare the bringing of goods to the Motor Vehicle for loading thereon or the taking away of goods from the Motor Vehicle after unloading therefrom.

10. Policy Limits of Liability

Applicable to Section 2

a) The Company's indemnity to the Insured and/or any other person claiming to be indemnified under Section 2 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. HK$100,000,000 in respect of death of or bodily injury to any person pursuant to sub-paragraph 9(i); and

   ii. HK$2,000,000 in respect of damage to property pursuant to sub-paragraph 9(ii).

   Where this Policy insures more than one Motor Vehicle, the limitations of the Company's indemnity will nevertheless apply irrespective of the number of insured Motor Vehicle 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 2 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 2

a) In the event of the death of any person entitled to indemnity under Section 2, 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 2; 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 2.

12. Special Exclusions

Applicable to Section 2

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 2; or

ii. the employer of any person (including the Insured's) claiming to be indemnified under Section 2;

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 2; or

ii. a member of the same household of any person (including the Insured's) claiming to be indemnified under Section 2;

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 2.

13. Claims Excesses

Applicable to Section 2 (Third Party Property Damage)

The Company shall not be liable for the first amount stipulated as the following respective Excess in the Policy Schedule (or any less sum which may be incurred) being the first part of any claim for which provision is made under sub-section (a)(ii) of Section 2 of the Policy in respect of each and every claim arising out of an accident caused by or in connection with the Motor Vehicle.

a) **Third Party Property Damage (TPPD) Excess** whilst the Motor Vehicle is being driven by the Insured or any Insured Driver.

b) **Unnamed Drivers TPPD Excess** whilst the Motor Vehicle is being driven by any person other than a driver named in the Policy Schedule.

c) **Young Drivers TPPD Excess** whilst the Motor Vehicle is being driven by or is for the purpose of being driven by him in the charge of any person who is under 25 years of age.

d) **Inexperienced Drivers TPPD Excess** whilst the Motor Vehicle is being driven by or is for the purpose of being driven by him in the charge of any person who is the holder of a provisional driving licence or has not held for a period of 2 years a driving licence other than a provisional driving licence.

If the claim paid by the Company shall include the amount for which the Insured is responsible hereby such amount shall be repaid by the Insured to the Company forthwith.

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 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 3 – 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 Vehicle as the direct and immediate result of an accident to the Motor Vehicle, provided always that the Company's liability under Section 3 arising out of any Event shall not exceed the amount HK$2,000.

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 (On Renewal Premium)
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 Vehicle is insured under this Policy, the Discount shall be applied as if a separate Policy had been issued in respect of each such Motor Vehicle.

17. General Exclusions

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 Vehicle 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 Vehicle, or being driven by any person other than an Insured Driver or is for the purposes of being driven by him in the charge of such person;

b) any accident loss damage or liability (except so far as is necessary to meet the requirements of the Motor Vehicles Insurance (Third Party Risks) Ordinance) directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

   i. war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power;

   ii. strike riot civil commotion; or

iii. detention seizure confiscation or any attempt thereat;

or by any direct or indirect consequences of any of the said occurrences;

c) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement;

d) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this paragraph 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 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.

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 cooperate with the Company in securing the conviction of the offender.

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

d) The Insured shall take all reasonable steps to safeguard the Motor Vehicle 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 Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of indemnity granted by this Policy.

e)

i. 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 this Policy issued or renewed for less than one year and shall also be used in calculating the premiums which shall be paid by the Insured where this Policy is cancelled at the request of the Insured. The short period rates of premiums of this Policy shall be calculated in accordance with the following table and shall not be lower than a minimum and non-refundable premium of HK$1,000 + MIB per policy unless stated otherwise in the schedule or endorsement.

Period	Percentage of Annual Premium Rate
Not exceeding 1 month	20%
2 months	30%
3 months	40%
4 months	50%
5 months	60%
6 months	70%
8 months	80%
Exceeding 8 months	100%

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 Hongkong 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.

19. Motor Supersurance Endorsement

It is hereby understood and agreed that the following provisions on additional benefits attach to and form part of the Policy:

1. **Driver's Life Protector Benefit**

In the event of the death or Permanent Total Disablement of the Insured or Named Driver specified in the Policy Schedule caused by a traffic accident whilst driving the Motor Vehicle, the Company will pay a cash benefit to the Insured or Named Driver or the legal representative of the deceased provided that:

a) the liability of the Company under this benefit shall not exceed the sum of HK$200,000 any one occurrence and in aggregate during the Period of Insurance

b) no compensation shall be payable if the Insured or Named Driver was

- under the influence of intoxicants or drugs (unless under medical supervision) or alcohol,

- committing or attempting to commit suicide or intentionally inflicting self-injury,

- engaging in racing

c) Permanent Total Disablement means disablement resulting directly, solely and independently of other cause from injury during the Period of Insurance, which has lasted for an uninterrupted period of 365 days from the date of injury and at the expiry of that period is beyond hope of improvement and recovery and will continue for the remainder of the Insured's or Named Driver's life, and which physically, entirely and permanently prevents the Insured or Named Driver from engaging or attending to all duties pertaining to his usual occupation, profession or business and all other comparable gainful activities for which the Insured or Named Driver is qualified for upon his education, experience and other faculty, the foregoing being duly certified by at least one legally qualified and registered medical practitioner.

2. **No Claim Discount Protector Benefit**

If the total claims incurred under all sections of the Policy in any one Period of Insurance do not exceed HK$60,000 or 15% of the Limit of Indemnity under Section 1 of the Policy Schedule (after deducting any applicable excess), whichever is less, the Insured's NCD entitlement under the current Policy will not be affected for the next renewal with the Company. Under no circumstance shall the No Claim Discount granted by virtue of this benefit be transferrable to any other insurance company.

3. **"New for Old" Replacement Vehicle Benefit**

In the event of the Motor Vehicle sustains a total loss, the Company agrees to indemnify the Insured on the actual replacement of the Insured vehicle by a new vehicle of the same make and model without deducting any depreciation provided that:

a) the Policyholder is the first registered owner;

b) the loss occurs within the first twelve (12) months from the first registration of the Insured vehicle with the Transport Department;

c) the first registration of the Insured vehicle with the Transport Department must be made within twelve (12) months from the date of manufacture thereof;

d) the make and model of the Insured vehicle is available in Hong Kong;

e) the modifications, if any, are deducted;

f) additional accessories and equipment are excluded; and

g) the net purchase price of the replacement vehicle does not exceed the limit of indemnity as specified in the Policy Schedule.

However, in case the Insured chooses not to accept the replacement vehicle or the replacement vehicle is not available, the Company will process the Insured's claim in accordance with the terms and conditions of the Policy as if this endorsement does not apply.

4. **Windscreen Excess Waiver Benefit**

In respect of motor repair claim involving damage to the windscreen or any other car windows of the Motor Vehicle where the repair cost thereof does not exceed HK$6,000 any one occurrence and in aggregate during the Period of Insurance, the Company agrees to pay for the costs of repair or replacement of the windscreen or any other car windows and waive the application of Policy excess provided that the repair or replacement is done by a motor vehicle "Windscreen" repairer designated by the Company.

It is further agreed that any claim under this benefit will not be taken into account in the total claims incurred in any one Period of Insurance in calculating the NCD entitlement when renewing with the Company as stipulated under the No Claim Discount Protector Benefit.

5. **Claims Recovery Service**

The Company agrees that in the event of:

a) successful recovery action against the liable third party, to refund to the Insured the Policy excess deducted from claim settlement in a ratable proportion of the recovered amount (after deducting the expenditure on cost or expense) to the total claims incurred.

b) an adjusted claim amount is below the Policy excess or insurance cover hereof granted is on "Third Party Only" or "Third Party, Fire and Theft", to render advisory service to the Insured in pursuing a claim against the liable third party. However, The Company will not be obligated to take any action against any parties in the pursuing act.

6. **Alternate Vehicle Benefit**

In the event that the Insured Vehicle is

a) immobilized, unfit or unsafe to be driven due to an accident (other than mechanical breakdown) and its damage requires a repair exceeding 48 hours, or

b) stolen and not found within 48 hours after discovery, and at the request of the Insured, the Company will arrange and pay for the rental charges of an alternate vehicle of similar make and model through an independent car rental company nominated by the Company provided that:

i. the immobilized vehicle is towed to a garage for repair by the towing service directly arranged by the Company's "Assistance Service Centre";

ii. the stolen vehicle is immediately notified to the Police with report and statement confirming the date and time of loss obtained and lodged to the Company forthwith;

iii. the choice on the make & model of alternate vehicle is at the discretion of the Company and may not the same as the Insured vehicle;

iv. the Company is not responsible for the delivery of alternate vehicle;

v. only the Insured or Named Driver specified in the Policy Schedule can be registered as the driver of the alternate vehicle;

vi. the Insured shall upon claiming for this benefit comply with the terms and conditions of the lease agreement with the car rental company;

vii. the Insured shall bear 20% of the rental on each and every claim.

This Benefit shall terminate when the repair work is duly completed or the stolen vehicle is recovered and handed over to the Insured in normal condition.

The maximum liability of the Company under this Benefit shall not exceed HK$6,000 inclusive of the rental and all associated charges for each and every claim, subject to a daily limit of HK$1,000.

7. **24-Hour Emergency Roadside Assistance Service**

If the Insured vehicle is immobilized, unfit or unsafe to be driven due to an accident or mechanical breakdown, the "24-hour Assistance Service Centre" can at the request of the Insured or authorized driver arrange and pay for emergency roadside repair service, excluding the costs of any parts, accessories or fuel. In no circumstance shall the Insured vehicle be left unattended prior to the arrival of the repair service provider.

In the event of adverse road safety or weather conditions beyond control, the Company reserves the right to suspend all services provided under this benefit.

8. **24-Hour Emergency Towing Assistance Service**

If the Insured vehicle is immobilized, unfit or unsafe to be driven due to an accident or mechanical breakdown and the condition is beyond any roadside repair, the "24-hour Assistance Service Centre" can arrange and pay for the towing charges of the Insured vehicle to the nearest repairer or one that nominated by the Insured (or authorized driver) or to the Insured's place of residence.

In the event of adverse road safety or weather conditions beyond control, the Company reserves the right to suspend all services provided under this benefit.

9. **24-Hour General Enquiry Service**

General information related to vehicle licensing requirements and traffic regulations are available to the Insured by calling the "24-hour Assistance Service Centre". The Company shall not be held liable for any information or advice thereof given.

10. **24-Hour Claim Reporting Hotline**

Insured may call the "24-hour Assistance Service Centre" to report any claim or enquire on the claim procedures.

The Benefits stated under this Endorsement apply to Motor Supersurance Policy only. Insured who takes out "Third Party Only" or "Third Party, Fire & Theft" cover is eligible to advisory service under Benefits (5), (7), (8), (9) & (10) only.

The services covered under benefits (6) to (10) are provided by the Company's appointed service provider, and further contact details are available on the Company's official website at **Personal Insurance | QBE HK**.

Subject otherwise to the terms, conditions & exclusions of the Policy.

20. Clauses and Warranties

(Operative only if indicated in the Schedule otherwise the following clauses and warranties enumerated below form no part of the terms and conditions of this Policy)

EV07 – Anti-Theft Security Clause

It is a condition precedent to liability of the company for theft loss under Section 1 of this insurance that:

i. The insured vehicle is installed with a theft-proof security system with anti-theft warning device (herein otherwise called anti-theft system).

ii. The anti-theft system is put into full and effective operation at all times when the vehicle is parked and not in use.

iii. The anti-theft system is maintained in efficient working order throughout the currency of this insurance.

EV16 – Motor Vehicle Repairer Clause

In case of any claim under Section 1 insurance of the policy, the company shall have the final discretion in the selection of motor vehicle repairer for the repair or replacement of the motor vehicle &/or its accessories &/or spare parts, and shall not be liable for any repair costs or any other expenses (with the exception of expenses in respect of towing, storage or preparing repair estimate quotation for an aggregate amount not exceeding HK$3,000.00 any one accident) of the damaged motor vehicle unless the motor vehicle repairer is:

a) the manufacturer or its sole agent of the motor vehicle; or

b) approved by the company.

EVPC – General Clauses for Private Vehicle Insurance

a) **Driving Under the Influence of Drink or Drugs Exclusion**

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

i. who is under the influence of drink or drugs to such an extent as to be incapable of having proper control of the Motor Vehicle and is so convicted; or

ii. when the proportion of alcohol in his/her breath, blood or urine exceeds the limit permitted by law; or

iii. who fails to provide, or allow the taking of a specimen of breath, blood, or urine for testing or analysis as required by law and is convicted.

b) **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, death, injury, illness, 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 on currently 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 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) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, 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, death, injury, illness, 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.

c) **Minimum Retained Premium Clause**

Notwithstanding anything contained herein to the contrary of the policy, in the event of any policy amendment including cancellation requested by the insured after policy inception, the premium retained by the Company shall be subject to a minimum and non-refundable amount of HK$1,000.00 unless stated otherwise in the schedule or endorsement.

d) **Importance Notice – Ownership or Use of the Car**

Please note that the insurance coverage under this policy applies only to the ownership or use of the motor car insured by this policy as specified in the schedule. If you drive or use another motor car, it is in your interest to ensure that the other motor car has been properly insured.

Excess Clause

EQM1

It is hereby agreed that the compulsory excesses applicable to Section 1 under this policy are cumulative with each other either in the following combination:

i. Excesses of items a, b, e and f; or
ii. Excesses of items a and c; or

But otherwise the excesses are not cumulative with each other.

EVC5

It is hereby agreed that in respect of the compulsory excesses applicable to Section 1 under this policy, the excesses of item a, b, e and f are cumulative with each other but otherwise the excesses are not cumulative with each other.

EVC6

It is hereby agreed that in respect of the compulsory excesses applicable to Section 1 under this policy, in the event that the driver of the motor vehicle is falling within both the situation described in item e and item f, either one excess of items e and f or only the higher amount of them will be applicable together with other excesses of Section 1 as the case may be.

EVC7

It is hereby agreed that the compulsory excesses applicable to Section 2 under this policy are cumulative with each other.

EVC8

It is hereby agreed that in respect of the compulsory excesses applicable to Section 2 under this policy, in the event that the driver of the motor vehicle is falling within both the situation described in items c and d, either one excess of items c and d or only the higher amount of them will be applicable together with other excesses of Section 2 as the case may be.

21. Rights of Third Parties

a) Each party acknowledges that the other party has entered into this Policy on behalf of and for the benefit of itself and its Affiliates and each of the other party's Affiliates shall be entitled to enforce and take the benefit of the terms of this Policy in accordance with the Contracts (Rights of Third Parties) Ordinance (CAP . 623).

b) Subject to clause (a), any person who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Ordinance (CAP . 623) or any other applicable law to enforce any terms of this Policy.

22. Sanction Limitation and Exclusion Clause

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.

1. 承保條款

受保人及本公司同意：

a) 投保書及聲明書已納入在本保險合約中，並作為本保險合約的依據；

b) 受保人將繳付承保表所指明的保費；

c) 本公司將根據本保險單的條款及細則，就承保表所指的保險期內發生的事件提供保險；及

d) 以下是本公司承擔任何責任的先決條件：

i. 受保人或任何其他索取賠償的人士，均遵守本保險單內之條款及細則關於某些事項之有所為或有所不為或必須遵守的條文；及

ii. 投保書及聲明書的真實性。

除非本保險單在承保表內由本公司授權的人士簽署，否則本保險單不會生效。

2. 一般定義

就本保險單而言：

a) 「**本公司**」指昆士蘭聯保保險有限公司。

b) 「**事件**」指與受保車輛相關並由同一個原因或事源產生之單一或連續事件。

c) 「**地區**」指香港領土，包括用船隻運送及附帶的裝卸受保車輛的領海。

d) 「**受保人**」指承保表中指定的人士。

e) 「**受保司機**」指受保人或經其指令或許可駕駛受保車輛的人士。但該等人士必須持有駕駛受保車輛之執照或已持有而未遭吊銷或拒發該執照。「執照」指地區的法律、規例或發牌當局所規定的執照或許可證。

f) 「**受保車輛**」指本承保表中指定的車輛。

g) 「**保險單**」指本汽車保險單、承保表、以及隨附的備忘及批單。上述文件應作為一個整體詮釋，其間所出現的具有特定含義之任何詞或表述的意義將保持一致。

h) 「**投保書及聲明書**」指已簽署的投保書、聲明書及受保人或其代表所提供的額外或替代資料。

i) 「**承保表**」指本保險單的附頁，用以列明有關此保險單的條文與細節。

在本保險單內除特別註明外，所有單數式皆適用於複數，反之亦然；凡涉及某一性別的皆適用於另一性別。

3. 適用保險範圍

本保險單將按照保險單承保表上所載的下列其中一項保障範圍提供保障。

保障範圍	適用部份
綜合保險	第一、二及三部分
第三者火災及盜竊保險	第一部分經由(d)分節修訂及第二部分
第三者法律責任保險	第二部分

4. 受保車輛使用限制

本保險單所提供之保障只限於受保車輛用作社交、家庭、娛樂或受保人的業務或職業用途。

本保險單概不保障受保車輛用作出租、收費接載、賽車、性能可靠試驗、車速測試或充作車輛貿易或維修服務用途。

5. 第一部分保險 — 受保車輛損失或損毀保險

a) 本公司將賠償受保人的受保車輛及/或其配件及/或其零件的損失或損毀。本公司有權自行決定修理、恢復或替換受保車輛及其配件、零件或對損失或損毀作出現金賠償。

就(5)(a)段而言，本公司的賠償責任只限於：

i. 受保車輛在損失或損毀時的合理市值；或

ii. 保單中綜合保險第一部分承保表內受保車輛的保額上限以兩者中較低者為準。

b) 假若受保車輛因本保險單所承保之損失或損毀而不能行駛，本公司將額外支付下列所需的合理費用：

i. 保護及運送受保車輛至最近之維修處；及

ii. 維修完成後將受保車輛送回受保人位於地區(即發生損失或損毀的地區)內的地址；

上述費用不得超過協定維修受保車輛修理費用的20%。

c) 假如受保車輛及/或其配件及/或其零件損失或損毀，而維修受保車輛所在地區沒有所需零件的存貨，或本公司選擇對損失或損毀作出現金彌償，則本公司對該零件的彌償責任僅限於該零件製造商或其代理商為維修受保車輛所在地區所發佈的最新目錄或價格表內的價格，或如沒有此等目錄或價格表，則僅限於最後在該製造廠取得的價格加上運送(空運除外)到維修受保車輛所在地區的合理運費，以及有關的進口稅與裝配該零件的合理費用。

d) 如果保險單在承保表中規定的保障範圍為「第三者火災及盜竊」，則本公司應僅對因火災自燃閃電爆炸盜竊或企圖盜竊造成的損失或損毀而承擔根據本部分的責任。

6. 適用於第一部分保險的特別條款

a) 假如受保人要求本保險單在承保表內或加註的備忘錄中列有租購車主，則本公司就受保車輛的損失或損毀所支付的任何現金賠款均應支付給該租購車主。該租購車主簽發之收據將作為本公司已完全履行了對該損失或損毀所負的最終責任的證據。

b) 受保人對在本保險單項「授權修理限額」下可能保障的損失或損毀， 可自行授權進行必要的受保車輛修理，但須遵守下列條件：

i. 估算的維修費不得超過港幣 1,000；

ii. 受保人須即時向本公司提供詳盡的修理估價單；及

iii. 受保人須全力協助本公司調查該維修之必要性及收費之合理性。

c) 若受保車輛的修理費用屬第一部分的索償，本公司有權否決受保人有關修理地點或負責修理公司的建議。

7. 適用於第一部分保險的特別除外責任

本公司對以下事項概不負責：

a) 後果損失；
b) 折舊、自然損耗、機件或電器故障、失靈或破損；
c) 輪胎受損，除非受保車輛其他部分同時受損；以及
d) 任何適用於第一部分的索償自負額。

8. 適用於第一部分保險的索償自負額

就每宗事件發生而言，本公司概不負責保險單第一部分規定的首筆相等於保險單承保表中列明的相應自負額之金額(或可能產生的任何較少金額)。

a) **意外損毀自負額**
任何因意外引致受保車輛的損失或損毀。

b) **非記名司機自負額**
受保車輛由承保表內記名司機以外駕駛的任何人士。

c) **停泊損毀自負額**
受保車輛停泊期間遭受的損毀

d) **盜竊損失自負額**
因盜竊或被企圖盜竊而引致的損失。

e) **年輕司機自負額**
受保車輛由 25 歲以下人士駕駛或受其指揮的人士駕駛。

f) **缺乏經驗司機自負額**
受保車輛由一位持有駕駛執照(臨時駕駛執照除外)不足兩年的人士駕駛或持有臨時駕駛執照的人士駕駛或受其指揮的人士駕駛。

如果本公司支出的款項中包括上述應由受保人承擔的金額，則受保人應立即將該金額退還給本公司。

就本條款而言，「事件」一詞應指由與受保車輛有關的一個原因引起的事件或一系列事件。

因火災、自燃、閃電或爆炸造成的損失或損毀，則上述自負額將不適用。

9. 第二部分保險 — 第三者的法律責任保險

在保險單責任限額、條款和除外責任的規限下，本公司提供賠償給予受保人及/或任何受保司機及/或應受保人要求之任何進出受保車輛之人士(司機除外)，以支付下述其應負責的一切數額，包括索償人的訟費與開支，以及經本公司書面同意下由受保人及/或任何受保司機及/或任何其他人士或該等人士代表招致的其他訟費與開支：

i. 任何人身死亡、身體傷殘或損害；及/或
ii. 財產損毀；

上述傷亡或財產損毀源自受保車輛所導致造成或涉及的意外，包括在受保車輛裝卸貨物，以及在公路或大道範圍內將需要裝上受保車輛的貨物搬至 該車輛或將卸貨後的貨物搬離該車輛。

10. 適用於第二部分保險的保險單責任限額

a) 根據第二部分本公司向受保人及/或其他索取彌償的人士所提供的彌償，包括索償人的訟費與開支，以及經本公司的書面同意下由受保人及/或其他人士或該等人士代表招致的其他訟費與開支，均有以下限額：

i. 有關(9)(i)分段所指的人身傷亡事件，本公司的責任限額為港幣 100,000,000；及

ii. 有關(9)(ii)分段所指財產損毀事件，本公司的責任限額為港幣 2,000,000。

如果本保險單為多於一輛受保車輛提供保障，本公司的賠償限制適用於同一事件中的所有受保車輛，不論車輛數目如何。

b) 如任何事件導致多於一人獲得彌償，本公司在(10)(a)分段註明的彌償限額將適用於所有索取彌償人士的彌償總額，而受保人可優先獲得彌償。

c) 在導致第二部分的一宗或一連串索償的事件發生後，本公司可隨時向受保人及/或任何其他索取彌償的人士依據第(10)(a)分段規定本公司的責任限額支付全部數額(但須扣除任何已付數額)或索償達成和解的較少款額，然後本公司將放棄進行任何抗辯、和解或司法程序，從此不再負責索償人的損害彌償及訟費，或任何聲稱由本公司抗辯、和解或司法程序或放棄該等行動的作為或不作為而導致受保人或有關人士蒙受的損害彌償。本公司亦不負責受保人或有關人士或索償人或其他人士在本公司採取上述放棄行動後才招致的任何訟費或開支。

11. 適用於第二部分保險的特別條款

a) 如任何有權根據第二部分獲得彌償的人士死亡，本公司則在按照及不抵觸本保險適用於該人士的限制條件下，就該人士招致的法津責任向其法定遺產代理人作出彌償。

b) 本公司有權選擇及支付：

i. 安排代表出席與第二部分彌償所針對的死亡有關的調查或死因研訊；及/或

ii. 在法院司法程序中就任何行為或聲稱違法導致或涉及第二部分彌償所針對的事件進行抗辯。

12. 適用於第二部分保險的特別除外責任

本公司概不負責：

a) 對任何索取彌償的人士作出彌償：

i. 除非該人士已遵守及履行了本保險單所有適用的條款及細則；或

ii. 如該人士有權獲得其他保險單的賠償；

b) 受僱於以下人士者在受僱工作期間因工死亡或身體受傷：

i. 任何根據第二部分索取彌償的人士(包括受保人)；或

ii. 任何根據第二部分索取彌償的人士(包括受保人)之僱主；

c) 屬於以下人士或由以下人士以信託形式持有、保管或管控的財產所蒙受的損毀：

i. 任何根據第二部分索取彌償的人士(包括受保人)；或

ii. 任何根據第二部分索取彌償的人士(包括受保人)之家庭成員；

d) 並非由香港具司法管轄權的法院作出初審的判決；

e) 適用於第二部分保險的索償自負額。

13. 適用於第二部分保險的索償自負額(第三者財產損毀)

就每項索償源自受保車輛所導致造成或涉及的意外而言，本公司概不負責保險單第二部分(a)(ii)分段規定的首筆相等於保險單承保表中列明的相應自負額之金額(或可能產生的任何較少金額)。

a) **第三者財產損毀自負額**
受保車輛由受保人或任何受保司機駕駛期間。

b) **非記名司機第三者財產損毀自負額**
受保車輛由保險單承保表內記名司機以外駕駛的任何人士。

c) **年輕司機第三者財產損毀自負額**
受保車輛由 25 歲以下人士駕駛或受其指揮的人士駕駛。

d) **缺乏經驗司機第三者財產損毀自負額**
受保車輛由一位持有駕駛執照(臨時駕駛執照除外)不足兩年的人士駕駛或持有臨時駕駛執照的人士駕駛或受其指揮的人士駕駛。

如果本公司支付之索償中包括上述應由受保人承擔的金額，則受保人應立即將該金額退還給本公司。

14. 若干條款無效及有權追回款項

如按照本地區任何國家的法律或根據本公司與香港汽車保險局的任何協議，本公司須支付一筆依據本保險單不應由本公司負責的款項，則受保人及任何其他人士獲本公司為其付款應立即將該筆款項償還給本公司。

15. 第三部分保險 — 醫療費用的彌償

如受保人或受保司機(除受保人以外)或受保車輛內任何佔用人因受保車輛發生意外直接及即時遭到的猛烈、突發、外來及有形途徑引致身體受傷，本公司將向受保人支付為此而招致的合理醫療費用。無論任何情況下，本公司根據第三部分對每宗事件承擔的責任不得超過港幣 2,000。

16. 無索償折扣(「折扣優惠」)

a) 倘在任何下列的保險期間沒有根據本保險單提出或引致索償，則在下次續保時，將享有以下的保費折扣優惠：

保險期	折扣優惠(適用於續保保費)
1 年	20%
連續 2 年	30%
連續 3 年	40%
連續 4 年	50%
連續 5 年或以上	60%

b) 如曾於獲得 40% 或以下折扣優惠的保險期內依據本保險單提出或引致索償，則該折扣優惠將被取消。

如曾於獲得 50%或 60%折扣優惠的保險期內依據本保險單提出或引致一宗索償，則該折扣優惠將在下次續期時分別減至 20%或 30%;但如提出或引致超過一宗索償，則該折扣優惠將被取消。

c) 為免除疑問下，倘曾於保險期間依據本保險單任何部分提出索償，不論受保人及/或索取彌償的人士堅稱或聲稱不應歸咎於或並非由他們促成發生事件引致索償，所享有的折扣優惠仍須根據第 16(b)分段被取消或扣減。

d) 倘受保人已獲得本公司事先同意下，把本保險單之利益轉讓給另一人士，新受保人的無索償折扣優惠自轉保日開始計算；而原受保人可保留轉保時自己應得的折扣並可於利益轉讓後的 12 個月內於任何一輛私家車輛保險單上享有其原有折扣優惠。

e) 如本保險單承保超過一輛受保車輛，則計算折扣時將如每一輛受保車輛擁有獨立的保險單計算。

17. 一般除外責任

本公司對本保險單以下事項概不負責：

a) 因下列情況下造成、蒙受或招致的任何意外、損失、損毀或法律責任：

i. 於地區以外範圍發生；

ii. 在獲受保人指令、許可或其知情的情況下，與本保險單所提供的彌償有關的受保車輛並未遵照保險單之「受保車輛使用限制」予以使用，或並非由受保司機的人士駕駛或受其指揮的人士駕駛；

b) 由下列情況直接或間接的近因或遠因所引起、促成、導致或關聯的任何意外、損失、損毀或法律責任(《汽車保險(第三者風險)條例》的規定而必須負責則屬例外)：

i. 戰爭、侵略、外敵行為、敵對行為或軍事行動(無論宣戰已否)、內戰、叛變、叛亂、革命、起義、軍事或篡奪力量；

ii. 罷工、暴亂、民眾騷亂；或

iii. 扣留、扣押、充公或其有關企圖；

或因任何上述事件產生的直接或間接後果；

c) 任何若非協議而本應不須附加的法律責任；

d) 由電離輻射或放射性污染(來自核燃料或來自燃燒核燃料所得的核廢料)直接或間接引致或導致或造成的任何意外、財產損失或損毀， 或任何因此造成的損失或開支，或任何後果損失，或任何性質的法律責任。本第 17(d)分段所指的燃燒包括自發性的核子分裂；及

e) 直接或間接由核子武器材料引致或導致或造成的任何意外、損失、損毀或法律責任。

在任何訴訟、訟案或其他法律程序中，本公司聲稱根據第 17(b)分段為由本保險單不須對任何意外、損失、損毀或法律責任作出彌償，則舉證責任落在索取彌償的人士身上，證明該意外、損失、損毀或法律責任可獲彌償。

18. 一般條款

a) 凡根據本保險單發出或作出的通知或通訊，均須以書面形式送達本公司。

b) 一旦發生任何可引致本保險單索償的事件，受保人須立即將全部詳情 通知本公司。受保人在收到任何索償書信、令狀、傳票或法律程序文件後，須立即通知並將有關文件轉交本公司。受保人或任何索取彌償的人士如獲悉與引致本保險單索償的事故有關而即將進行的起訴、調查或死因研訊，須立即以書面通知本公司。如因盜竊或其他刑事罪行可 能成為本保險單索償為由，受保人須立即通知警方，並須與本公司合作將犯罪者繩之於法。

c) 在未得本公司書面同意前，受保人或任何索取彌償的人士或該等人士代表不得對索賠作出任何接納、提議、承諾、付款或彌償。本公司有權以受保人或索取彌償人士的名義就任何索償接辦及進行抗辯或和解，或為本公司的利益以受保人或該人士的名義，就任何對彌償或損害賠償或其他項目的索償作出起訴。本公司對進行任何法律程序及任何索償的和解享有全面的酌情決定權。受保人及該人士須提供一 切本公司所需的資料及協助。

d) 受保人須採取一切合理步驟以防止受保車輛損失或損毀，以及保持良好效能。本公司有權隨時檢查受保車輛或其任何部分，或查問受保人的司機或僱員。如遇意外或故障，不得在未採取適當措施以防止進一步的損毀或損失之前不顧受保車輛而離開; 如受保車輛在未經必須的修理前繼續行駛，則任何增加的損毀或進一步的損毀，均不在本保險單的彌償範圍內。

e)

i. 本公司有權取消本保險單，並將會終止保險單前七天發出掛號通知信到受保人的最後所報知地址。在該情況下，本公司在扣除本保險單有效期內按比例應付的保費後，將向受保人退還保費餘款。受保人亦可於任何時間內提出七天通知取消保險單，而(只要在本年保險期內沒有出現任何索償，並在取消日期當日或之前已將本年的保險證書交還給本公司)受保人有權取回在扣除本保險單有效期內所應付的短期保費後之餘款。

ii. 短期保費:

以下保費表適用於本保險單簽發或續簽不滿一年的情況，並用於計算應受保人要求取消本保險單時應由受保人支付的保費。 本保險單短期保費率應按照下列計算，並除非附表或批單另有說明，否則每份保險單保費最少及不可退還的港幣 1,000+香港汽車保險局附加費。

期限	
不超過 1 個月	年率的 20%
2 個月	年率的 30%
3 個月	年率的 40%
4 個月	年率的 50%
5 個月	年率的 60%
6 個月	年率的 70%
8 個月	年率的 80%
超過 8 個月	全額年度保費

f) 如在本保險單下發生任何索償時有任何其他保險涵蓋相同的損失、損毀或責任，本公司不須負責支付或分攤超過其按比例計算的任何損失、損毀、賠償、成本或費用，前提是在任何情況下，若無第 18(f)分段，本公司根據第 12(a)(ii)分段予以免除責任，則第 18(f)分段不應增加本公司任何責任。

g) 所有源於本保險單的分歧須根據當時的《仲裁條例》以仲裁方式裁決。 如各方未能就仲裁人或公斷人人選達成協議，則須交由香港國際仲裁中心當時的主席決定人選。於此明確規定乃本保險單中一項凌駕於任何行動及訴訟條件，即必須先取得仲裁裁決。如本公司就任何索償向受保人否認責任，而該索償並未於該否認日期起 12 個公曆月內轉介予仲裁人，則無論任何情況下該索償均被視為已放棄，及以後不可進行追討。

h) 本保險單只受香港法院的專屬司法管轄權所管轄，並根據香港法律詮釋。

19. 汽車超級保險批註

特此理解並同意下，以下關於額外保障的規定，屬於並構成本保險單的一部分：

1. **司機人身意外保障**

如果保險單承保表中所指明的受保人或記名司機在駕駛受保車輛時因交通意外導致死亡或永久完全傷殘，本公司將向受保人或記名司機或死者的法定代表人支付現金賠償，但須符合下列條件：

a) 就保險期內任何一宗事件及合計而言，本公司對本保障項下的責任總額將不超過港幣 200,000 元；

b) 倘若受保人或記名司機因以下情況關聯，本公司則不須作出賠償：

- 毒品、藥物(除非在醫療監督下)或酒精的影響下，
- 自殺、企圖自殺或者故意自殘，
- 參加賽車。

c) 永久完全傷殘是指在保險期內直接、唯一及獨立於其他原因造成的受傷，自受傷之日起不間斷地持續 365 天，並在該期間屆滿時沒有任何改善及康復的希望，及在受保人或記名司機的餘下生命中持續，且在生理上、完全和永久地阻止受保人或記名司機從事或履行與其通常的職業、專業或業務有關的所有職責，以及受保人或記名司機透過學習、經驗或其他技能無法從事所有其他類似的有償活動。上述狀況須經最少一名具有法定資格及註冊醫療從業員妥為證明。

2. **無索償折扣保障**

如在任何一個保險期內，根據本保險單所有部分所招致的索償總額不超過港幣 60,000 元(扣除任何適用的自負額後)或綜合保險第一部 分承保表受保車輛保額上限的百分之 15(以較金額較低為準)，則與本公司續期時，本保險單下本年度享有的無索償折扣將不會受到影響。

在任何情況下，憑藉本保障項授予的無索償折扣不得轉讓到任何其他保險公司。

3. **以新換舊賠償車輛保障**

如果受保車輛完全損毀，本公司同意以受保車輛相同品牌及型號的新車作為賠償而不扣除任何折舊，但須符合下列條件：

a) 保險單持有人為首位登記車主；

b) 損失在受保車輛首次向運輸署登記後首十二(12) 個月內發生；

c) 受保車輛必須在製造日期起十二(12)個月內向運輸署進行首次登記；

d) 受保車輛的品牌和型號在香港有售；

e) 若有車輛改裝部分，將會扣除；

f) 不包括額外的配件和設備；及

g) 更換車輛的淨購買價格不超過綜合保險第一部分承保表內車輛保額上限。

但是，如果受保人選擇不接受以新換舊車輛或未能找到更換車輛，本公司將根據保險單的條款及細則處理受保人的索償，而本批註則視為不適用。

4. **擋風玻璃自負額豁免保障**

就保險期內任何一宗涉及受保車輛擋風玻璃或任何其他車窗玻璃損壞的汽車維修索償及合計而言，如維修費用總額不超過港幣 6,000， 本公司同意支付維修或更換玻璃的費用，並豁免由受保人支付自負額，但有關維修或更換須經由本公司指定的車輛「擋風玻璃」維修商進行。

在雙方進一步約定下，按照無索償折扣保障規定，當與本公司續約保險單時，在計算無索償折扣優惠時，本保障項下的任何索償將不會計入任何一個保險期限內發生的索償總額。

5. **追討索償服務**

本公司在下列情況下同意：

a) 若成功追討應負責第三者，將按追回金額(扣除成本或費用支出後)與所發生索償總額的比例，向受保人退還從理賠款項中扣除保險單的自負額金額。

b) 若調整後的索償金額低於保險單的自負額或受保範圍為「第三者法律責任」或「第三者火災及盜竊」，只會向受保人提供對應負責第三者追討索償的諮詢服務。但是，本公司沒有義務對任何一方採取任何追討行動。

6. **代用汽車保障**

倘若受保車輛

a) 因發生意外(非因機件故障)而令受保車輛無法開動、不適合或不安全行駛，並必須進行維修超過 48 小時；或

b) 被發現遭人偷去及在隨後 48 小時內未能尋回，及應受保人要求，本公司將安排並支付指定的獨立租車公司提供一輛類似構造和款式的代用汽車暫時代用的費用，但須符合以下條件：

i. 如受保車輛無法開動，必須由本公司所提供的「支援服務中心」安排拖車；

ii. 如受保車輛被偷去，受保人必須即時報警並出示已記錄報失時間與日期的口供報告予本公司備案；

iii. 本公司將採用任何構造和款式的代用汽車，故此未必與受保車輛相同；

iv. 本公司恕不負責將代用汽車交送至受保人；

v. 代用汽車只會登記供受保人及保險單承保表上的「記名司機」使用；

vi. 受保人根據本保障項下提出索償時必須遵守租車公司的租車條款及細則；

vii. 受保人就每次索賠須負責 20%的租車費用。當受保車輛修理完畢後，或當被偷去的受保車輛被尋回及交回受保人後，本公司便隨即停止供應代用汽車。

本公司所承擔的最高賠償額為每一宗索償事件不超過港幣 6,000，其中包括賠償實際的租車費用及有關的其它開支，惟每日上限為港幣 1,000。

7. **24 小時緊急路邊救援服務**

如果受保車輛因意外或機械故障而無法開動、不適合或不安全駕駛，「24 小時支援服務中心」將應受保人或授權司機要求，安排並支付路邊緊急維修服務費用(不包括任何部件、配件或燃料的費用)。在任何情況下，不得在維修服務商到達之前不顧受保車輛而離開。

如因道路不安全或天氣狀況惡劣的情況下，本公司保留權利暫停本保障項下提供的所有服務。

8. **24 小時緊急拖車協助服務**

如果受保車輛因意外或機械故障而無法開動、不適合或不安全駕駛，且不容許在路邊維修，則「24 小時支援服務中心」可安排並支付拖車服務的費用，將受保車輛拖往最近的維修處或受保人(或授權司機) 指定的維修處或受保人的居住地。

如因道路不安全或天氣狀況惡劣的情況下，本公司保留權利暫停本保障項下提供的所有服務。

9. **24 小時一般查詢服務**

有關車輛牌照要求和交通法規的一般資訊，受保人可致電「24 小時支援服務中心」獲取。本公司對所提供的任何資訊或建議概不負責。

10. **24 小時索償報告熱線**

受保人可致電「24 小時支援服務中心」報告任何索償或查詢索償程序。本批註所述的保障僅適用於汽車超級保險單。「第三者法律責任」或「 第三者火災盜竊」保險的受保人僅享有(5)、(7)、(8)、(9)及(10)保障項 下的諮詢服務。

本批註下第 (6) 至 (10) 項保障所涵蓋之服務，均由本公司委任之服務供應商提供，其聯絡電話可於本公司官方網站個人保險 ｜ 昆士蘭保險香港查閱。

另受保險單條款、細則、除外責任的約束。

20. 條款和保證

(僅在承保表中表明時才生效，否則以下列舉的條款和保證不構成本保險單條款及細則的一部分)

EV07 - 防盜保安條款

本公司根據本保險第一部分下承擔盜竊損失責任的先決條件是：

i. 受保車輛安裝了帶有防盜警報裝置的防盜安全系統(在此稱為防盜系統)。

ii. 在車輛停放和不使用時，防盜系統始於全面有效的執行狀態。

iii. 在本保險的整個生效期間，防盜系統都保持著高效的運作狀態。

EV16 - 汽車維修商條款

如有任何根據保險單第一部分提出的索償，本公司享有最終酌情權選擇汽車維修商修理或更換該受保車輛及/或其配件及/或零件，並不負責損壞車輛的任何維修費或任何其他費用(拖車、存放或籌備維修估算報價單的費用於任何一次意外中總額不超過港幣 3,000.00 除外)，除非該汽車維修商是：

a) 該受保車輛的製造商或其獨家代理人；或

b) 經本公司批准。

EVPC - 私家車保險的一般條款

a) **在酒類或藥物影響下駕駛的除外責任**

本公司根據本保險單下概不負責受保人或受保司機駕駛、指揮或控制受保車輛時，因下列情況造成、蒙受或招致的任何意外、損失、損毀或法律責任：

i. 受保人或受保司機因受酒類或藥物影響，以致沒有能力恰當地控制該受保車輛，並而被裁定有罪；或

ii. 受保人或受保司機的呼氣、血液或尿液中的酒精比例超過交通條例訂明限度的水平；或

iii. 受保人或受保司機不按法律規定提供呼氣、血液或尿液樣本作化驗或分析之用，並而被裁定有罪。

b) **恐怖主義除外責任批註**

不論此保障內容及其任何批單當中含有任何相反條款，特此同意本保險並不包括由恐怖主義行為直接或間接所導致、引起、或與之相關的任何性質的損失、損壞、死亡、受傷、疾病、費用或支出，不論是否同時受任何其他原因或事件影響，或與該項損失以任何次序接續發生。

就本批註而言: 恐怖主義活行為意指由任何人士或團體，不論單獨行事或代表或與任何組織或政府一併行事，包括但不限於使用武力或暴力，或以之作為威脅，以達到政治、宗教、意識形態、倫理或類似目的或原因，包括意圖影響任何政府，以及令公眾或其任何部分公眾感到惶恐。

本批註亦不包括任何性質的損失、損壞、死亡、受傷、疾病、費用或支出，直接或間接地由任何控制、預防、鎮壓或與任何恐怖主義行為有關的行動造成、導致或與之相關。

c) **最低存留保費條款**

即使此處載有任何與保險單相反的規定，如受保人於保險單開始後要求修改保險單，包括取消保險單，除非承保表或批單另有說明，否則本公司保留的保費最低為港幣 1,000.00，恕不退還。

d) **重要通知 - 汽車的擁有權或使用權**

請注意，本保險單所承保的保險只適用於承保表所指明的本保險單所保障的汽車的擁有權或使用權。如果您駕駛或使用另一輛汽車，為了您的利益請確保另一輛汽車已適當地投保。

自負額條款

EQM1

特此同意，根據本保險單適用於第一部分的強制自負額是以下列組合之一互相累積的：

i. a、b、e 及 f 項目的自負額; 或
ii. a 和 c 項目的自負額

但除此之外，這些項目的自負額不是互相累積的。

EVC5

特此同意，就本保險單下適用於第一部分的強制自負額而言，a、b、e 及 f 項的自負額是互相累積的，但除此之外，這些項目的自負額不是互相累積的。

EVC6

特此同意，就本保險單適用於第一部分的強制自負額而言，如果受保車輛的司機同時屬於 e 項和 f 項所述的情況，則 e 和 f 項其中一項或僅其中較高的一項自負額將與第一部分的其他自負額(視情況而定)一起適用。

EVC7

特此同意，根據本保險單適用於第二部分的強制自負額是互相累積的。

EVC8

特此同意，就本保險單適用於第二部分的強制自負額而言，如果受保車輛司機同時屬於 c 和 d 項所述的情況，則 c 和 d 項其中一項或僅其中較高的一項自負額將與第二部分的其他自負額(視情況而定)一起適用。

21. 第三者權利

a) 雙方均承認對方是代表自己及其關聯方的利益訂立了本保險單，每方的關聯方應有權按照《合約(第三者權利)條例》(第 623 章)強制執行及獲取本保險單的利益。

b) 在受第(a)條所限制下，任何人不是本保險單之合約方於《合約(第三者權利)條例》(第 623 章)或其他適用的法律下無權強制執行本保險單的任何條款。

22. 制裁責任限制及除外責任條款

保險公司(再保險公司)不得提供保障及負責支付任何賠款或提供任何利益，如此保障或責任會導致保險(再保險公司)與相關制裁、禁令或限制抵觸。相關制裁、禁令或限制包括聯合國決議有關制裁、禁令或限制，或經歐盟、英國或美國所作貿易或經濟制裁、法律或規範。

Personal Information Collection Statement ("PICS")

In relation to the personal data collected by QBE Hongkong & Shanghai Insurance Limited ("QBE HK"), I/we agree and acknowledge that:

a) the personal data requested is necessary for QBE HK to process your application for insurance or claim and any such data not provided may mean this application or claim cannot be processed.

b) the personal data collected in this form may be used by QBE HK for the purposes stated in its Privacy Policy found at https://www.qbe.com/hk/en/privacy-policy. These include underwriting and administering the insurance policy being applied for (including obtaining reinsurance, underwriting renewals, claim processing, investigation, payment and subrogation and any related purposes).

c) QBE HK may transfer the personal data to the following classes of persons (whether based in Hong Kong or overseas) for the purposes identified in (b) above:

   i. third parties providing services related to the administration of my/our policy (including reinsurance);

   ii. financial institutions for the purpose of processing this application and obtaining policy payments;

   iii. in the event of a claim, loss adjustors, assessors, third party administrators, emergency providers, legal services providers, retailers, medical providers and travel carriers;

   iv. another member of the QBE group (for all of the purposes stated in (b)) in any country; or

   v. other parties referred to in QBE's Privacy Policy for the purposes stated therein

d) I/we may gain access to, or request correction of my/our personal data (in both cases, subject to a reasonable fee), via email or post at:

   QBE Hongkong & Shanghai Insurance Limited
   Address: 33/F, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong
   Email: info.hk@qbe.com.hk

e) That where I/we are providing personal data on behalf of another person to QBE HK, I/we have obtained consent from the other person who have agreed that their personal data will be released to QBE HK in accordance with paragraphs (a), (b) and (c) above.

f) That in the event of differences between the English and Chinese, the English version shall prevail.

收集個人資料聲明

關於昆士蘭聯保保險有限公司(“昆士蘭保險”)收集之個人資料，本人 / 我等同意並承認：

a) 索取之個人資料對於昆士蘭保險處理本人/我等之保險或索償申請乃屬於必需。若未提供此類資料，可能導致無法處理此項申請或索償。

b) 昆士蘭保險可以將此表格所收集的個人資料用於其網頁 https://www.qbe.com/hk/zh-hk/privacy-policy。所載私隱政策當中表明之目的，其中包括承保和管理本人/我等正在申請之保險(包括獲得再保險、承保續期、理賠、調查、付款、代位索償以及各種相關目的)。

c) 昆士蘭保險可為以上(b)項指明之目的，將個人資料轉交以下無論是在香港還是在海外之各類人士：

i. 提供與本人/我等的保險(包括再保險)之管理有關的服務的第三方；

ii. 為處理此項申請並獲得保單付款，將個人資料轉交金融機構；

iii. 在發生索償時，將個人資料轉交有關的損失理算師、評估師、第三方管理人員、緊急服務提供者、法律服務提供者、零售商、醫療服務提供者和旅行社；

iv. 昆士蘭保險集團不論位於任何國家或地區的另一成員(為以上(b)項所述各種目的而提供該個人資料)；

v. 為昆士蘭保險私隱政策所指的各種目的，將個人資料提供予該私隱政策提及的其他人士。

d) 本人/我等可以查閱或要求更正自己的個人資料(在這兩種情況下均需支付一筆合理費用)。提出有關要求，可經電郵或郵遞方式向以下地址發信：

昆士蘭聯保保險有限公司
地址：香港鰂魚涌英皇道 979 號太古坊濠豐大廈 33 樓
電郵：info.hk@qbe.com.hk

e) 若本人/我等方代表另一人士向昆士蘭保險提供個人資料，本人/我等已徵得該人士表示同意根據以上(a)、(b)、(c)款將其個人資料發放給昆士蘭保險。

f) 若本文件之中、英文版之間意義有分歧，應以英文版本為準。

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