



Your DirectAsia **third party only** car insurance policy details

Thank you for choosing
DirectAsia **third party only** car insurance.

we have made this policy simple and straightforward so that you can understand what we cover and what we do not cover.

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1 > your DirectAsia third party only car insurance policy

Your DirectAsia third party only car insurance policy tells you what you need to know about your third party only car insurance.

We explain your DirectAsia third party only car insurance, what happens if you have to make a claim and what you need to do when you insure with DirectAsia.

At any time, if you encounter any difficulty or have any questions about your cover or your policy, you can visit us at www.DirectAsia.com.hk, email us at CustomerService@DirectAsia.com.hk or call us on 2884 8888.

important notice

Before we provide cover, you must fully and faithfully tell us everything you know or could reasonably be expected to know that is relevant to our decision to give you the insurance, otherwise you may receive no benefit from your policy.

your policy

Your DirectAsia third party only car insurance policy is a contract between you and us and is made up of the information and any declarations submitted by you to us, the terms and conditions of use set out in or on our DirectAsia website, your certificate of insurance, the policy schedule, these policy details and any other written change to these documents that is advised by us in writing (such as an amendment). Together we will call these documents your DirectAsia third party only car insurance policy or your policy.

Your policy is proof of the contract between you and us. It is based on the information given by you or for you when you applied for this insurance. This information is shown on your certificate of insurance and the policy schedule. We will take it that you promise that the information you have given us is true.

Your DirectAsia third party only car insurance policy covers the car described on your certificate of insurance and your policy schedule and in these policy details we will call it your car. You will not be covered for anything that is not described on your certificate of insurance or your policy schedule.

In order to be covered under this DirectAsia third party only car insurance policy, the policyholder must be the legal and registered owner of the car described on your certificate of insurance. If the policyholder is not the legal and registered owner of that car then you and that car will NOT be covered under this policy.

Subject to payment of your premium, your policy will become effective on the date specified in your policy schedule and continue for the period of cover specified on your policy schedule, ending at 23:59 standard Hong Kong time on the last day of the period of cover.

Please read carefully the certificate of insurance, the policy schedule and these policy details to make sure all the information in your policy is complete and correct.

If you need to change anything, please contact us immediately.

The exceptions, exclusions, sums insured, limits and payment requirements described in these policy details apply to all sections of your policy.

To the extent permitted by law, you will receive your policy electronically. There may be some documents that we cannot deliver electronically due to legal and technological constraints. These will be posted to you.

You are advised to keep your certificate of insurance in your car at all times as this is required under Hong Kong law.

Your policy uses words that have definite meanings. To make sure that you are aware of these words and their meanings, please read the list of definitions set out in section 12.

your duty to tell us

The insurance cover under your policy is based on the information you have given to us.

When we agree to insure you, to renew or vary your policy, or to pay your claim, our decision relies on the accuracy of the information you give us.

If that information is not accurate, we can reduce or deny any claim you make. We can also cancel your policy and treat it as if it had never existed.

To avoid any cancellation of your policy or non-payment of your claim you must answer honestly, correctly and completely the questions we ask about:

- o you;



- any other people who drive or will drive your car;
- your car;
- the driving and insurance history of you and any other people who drive or will drive your car; and
- any events involving your car that result in a claim on your DirectAsia third party only car insurance policy.

You must comply with:

- all of the terms and conditions in your DirectAsia third party only car insurance policy;
- any amendments to your DirectAsia third party only car insurance policy; and
- all of the terms and conditions set out on or in our DirectAsia website and which are and shall be deemed to be incorporated by reference in these policy details.

at renewal

In order to offer you continued cover on your policy, we may renew your policy automatically at the premium and on the terms determined by us. You should be aware that we can only consider automatic renewal when:

- you have made us aware of and we have accepted any changes to your policy details;
- the credit card details given to us by you have not changed; and
- there are no outstanding payments or other breaches of your policy.

Unless we hear to the contrary, we are entitled to assume that the details provided by you to us have not changed and that you have the consent of the credit card holder.

We may then automatically debit the credit card we have on file with the renewal premium.

You may opt out of automatic renewal at any time by writing to us at least 14 days before the expiry of your policy.

who we are

DirectAsia third party only car insurance in Hong Kong is issued by Direct Asia Insurance (Hong Kong) Limited 豐亞保險 (香港) 有限公司 (Co. No: 1381337) of 1101, 11/F, Allied Kajima Building, 138 Gloucester Road, Wanchai Hong Kong.

2 > where we cover you

We cover you where your car is registered in Hong Kong and is being driven in the territories of Hong Kong including its territorial waters for the purpose of transit of your car by sea by a craft designed for the carriage of motor cars.

This is what we call the covered area.

3 > your benefits

your policy cover

Your final policy cover is subject to the things that we do not cover as described in these policy details.

In addition to our core cover described below, there are a number of optional benefits which you can choose to take. These are also described below. The optional benefits described in your policy will only cover you if you have selected and paid for them and they are shown on your policy schedule.

Your policy cover and ability to claim are subject to payment by you of the total premium including the premium levy required to be paid by us to the Motor Insurers' Bureau. This amount will be shown on your invoice.

Your policy cover and ability to claim are also subject to the payment by you of any amount required to be paid that is applicable to the accident or loss that has occurred (your excess).

The amounts of all types of excess that may be payable by you are set out in these policy details and/or on your certificate of insurance and your policy schedule.

All limits and amounts that may be payable by us to you or by you to us or as shown in these policy details, on your certificate of insurance and on your policy schedule are in Hong Kong dollars.

important note

Your DirectAsia third party only car insurance policy only covers:

- **you, the policyholder;**
- **the named main driver who must be no more than 70 years of age;**
- **up to 4 other named drivers who must be named on your certificate of insurance and policy schedule; and**



- o any other driver who is permitted to drive your car and whose licence has not been cancelled or suspended at any time in the 5 years immediately preceding the date of your policy.

If any authorised driver who is unnamed has an accident while driving your car, you will be required to pay us the unnamed driver excess in addition to all other excesses that are required to be paid by you.

See section 5 for more details on excesses payable by you.

select the type of use for your car

When you purchase your DirectAsia third party only car insurance policy, you will be able to select the type of usage for your car as follows:

Usage	Description
private use	for private or leisure use only. You do not use your car to commute to or from work or for any business visits or business appointments but you may use your car to send your children to school or for any other daily routine which is not work related.
private use + commuting to work	for private or leisure use and commute to or from work. You do not use your car for any business visits or business appointments but you may use your car during lunch time to meet with business colleagues.
private + business use	in addition to the uses permitted under private use + commuting to work, you also use your car for and during the course of your work.

As part of your DirectAsia third party only car insurance policy, we will allow you to use your car outside of your declared usage up to a maximum of 5 times per year.

The only condition we impose is that you must inform us by calling us on 2884 8888 or by email at CarUsage@DirectAsia.com.hk or in writing prior to that other usage occurring.

You will only be covered under your DirectAsia third party only car insurance policy when your car is being used in accordance with the type of usage selected by you and declared to us.

In these policy details we call this your declared usage.

If you want to change your declared usage at any time during the period of insurance, you have to tell us immediately so that we can decide if we will make the necessary change and if we do, we may amend any terms and conditions of your policy and recalculate the premium required to be paid by you.

If your car is involved in an accident and your car was at the time of the accident being used for a purpose other than the declared usage, you will be required to pay an additional excess of \$10,000 for any type of claim.

If you have not honestly declared to us the type of usage that you will or do make of your car then without in any way affecting any other rights we might have and if your car is involved in an accident then any claim that you make will be reduced by us in our sole discretion by the same percentage proportion as is represented by the percentage difference between the premium actually paid by you for this policy and the premium that should have been paid by you had you honestly declared to us the correct usage for the car.

your available DirectAsia third party only car insurance covers

Described below are details of the core DirectAsia insurance covers that a DirectAsia third party only car insurance policy will provide you.

These covers are subject to payment by you of your premium and to any limits and excess that are detailed in these policy details, on your certificate of insurance and on your policy schedule.

important notice

Under DirectAsia’s third party only car insurance, we do not cover you for the cost of repairing or replacing your car. We only cover you for liability to other people and to other people’s property

liability to other people and other people’s property

☛ death or injury to a person – third party death or bodily injury

When the use of your car by you or by any authorised driver causes death or bodily injury to a third party, we will cover you or the authorised driver for any legal liability arising from any such accident. The maximum limit is \$100,000,000.



We also cover you for legal liability for the death or bodily injury of a third party caused by the actions of your passengers while they are getting in or out of your car.

We will also cover claims for the death or bodily injury for passengers who were in (or who were getting in or out of) your car at the time of the accident.

Our cover is inclusive of all liability for interest, costs and expenses indemnified under your policy and all other costs and expenses incurred by or on behalf of you, your authorised driver or any other person.

We do not cover:

- any claims for death or bodily injury sustained by you while driving your car or sustained by your authorised driver while driving your car; and/or
- any claims for death or bodily injury sustained by any person employed by you or your authorised driver if such death or bodily injury arises out of and/or in the course of such employment.

🚗 damage to another person's property – third party property damage

We will cover you to a maximum amount of \$2,000,000 inclusive of all costs (including legal costs) if:

- you damage someone else's property as a result of a collision arising out of the use of your car; and/or
- a passenger in your car damages someone else's property as a result of getting in or out of your car.

We will not cover claims for loss or damage to:

- any items on or in your car whether or not this property is owned by you or owned by any other person; and
- any property owned by you which is damaged as a result of a collision arising out of the use of your car whether driven by you or any other person.

🚗 legal costs – criminal charges

If there is an accident which results in the death of or bodily injury to a third party and which is covered by your policy, we have the option entirely at our discretion to arrange for legal representation and/or to pay all or some of the reasonable legal costs and/or expenses to defend or represent you or any authorised driver covered by your policy against any criminal charges that may be brought against you.

If you decide to appoint your own lawyer to defend you, we must agree to all legal costs and/or expenses beforehand. If we agree to pay such legal costs and/or expenses we will advise you of the extent to which we will provide such assistance.

The maximum amount payable by us for this cover is \$15,000. We will not pay for legal costs and/or expenses to defend you or an authorised or named driver where you or that authorised driver has been charged with or convicted of dangerous driving, causing grievous bodily injury by dangerous driving, causing death by dangerous driving or murder.

You must reimburse us for any legal costs and/or expenses that have been paid by us on your behalf.

DirectAsia third party only car insurance cover - your optional benefits

DirectAsia third party only car insurance gives you the choice to add extra insurance cover to the core car insurance we have described above.

These optional benefits are described below and are subject to payment by you of your premium and to any limits and excesses that are detailed on your policy schedule.

These optional benefits are only applicable to you if they are stated on your policy schedule.

🚗 no claim discount protection

This no claim discount protection cover is available to you if your current no claim discount is more than 0% and you have a third party only car insurance policy with us.

If you take our no claim discount protection cover, we will allow you to keep your current 20%, 30%, 40%, 50%, or 60% no claim discount under your policy if you make no more than one claim within the term of your policy.

If you make more than one claim within the term of your policy, then your no claim discount will be affected.

Please read section 7 of these policy details for further details of your no claim discount.

🚗 medical expenses

If you take our medical expenses cover and if you (or any authorised driver) and/or any passenger of your car suffers any bodily injury as a result of an accident while you or any authorised driver was driving your car, we will pay the reasonable medical expenses incurred by that person up to



the maximum amount per person per accident as stated in your policy schedule.

There is one main requirement and that is that the bodily injury must be a direct and immediate result of the accident involving your car.

Payment by us of these medical expenses will not affect your no claim discount and no excess will be payable by you.

personal accident

If you take our personal accident cover and your car is involved in an accident we will, subject to the limits described below, pay the authorised driver of your car (or you if you were driving your car) at the time of the accident:

- o for his death resulting from that accident; or
- o for any bodily injury sustained by him resulting from that accident.

There are limits on what we will pay for death or bodily injury.

These limits are the percentages described in the table below multiplied by the amount shown on your policy schedule.

physical disability or death by injury	compensation - expressed as a percentage of the stated limit as shown on your policy schedule
death	100%
total and permanent loss of all sight in: <ul style="list-style-type: none"> ▪ both eyes ▪ one eye 	100% 50%
loss by physical severance at or above the wrist or ankle of: <ul style="list-style-type: none"> ▪ both hands ▪ one hand ▪ both feet ▪ one foot ▪ one hand and one foot 	100% 50% 100% 50% 100%
loss of sight together with hand or foot: <ul style="list-style-type: none"> ▪ total and permanent loss of sight in one eye together with the total loss by 	100%

physical severance of one hand (at or above the wrist) or one foot (at or above the ankle)	
maximum amount payable in a period of insurance	100%

If more than one of the injuries or disabilities listed in the above table is suffered in the same accident, we will pay the aggregate of all amounts payable up to the maximum amount shown on your policy schedule.

Once we pay you under this personal accident optional benefit cover, we do not and will not have any further liability to the person driving your car at the time of the accident, to you, to any authorised driver or to the relevant legal personal representative of that driver, you or of any authorised driver.

There are exclusions that your DirectAsia third party only car insurance does not cover under this personal accident optional benefit cover. These exclusions apply if the bodily injury or death:

- o is caused by reasons other than the accident involving your car; or
- o occurs more than 3 calendar months after the accident; or
- o arises directly or indirectly out of intentional self injury, suicide, attempted suicide, physical or mental defect or infirmity; or
- o occurs where you (or the authorised driver) were under the influence of drugs or alcohol (whether or not below any prescribed legal limits).

Payment by us of a personal accident claim under this cover will not affect your no claim discount and no excess will be payable by you.

24 hour breakdown assistance

If you take our 24 hour breakdown assistance cover and your car cannot be driven due to a breakdown, we will pay you the reasonable cost of obtaining breakdown assistance by paying the activation or call out fee for such assistance. We will also pay the cost of towing your car to the nearest repairer of your choice if the car cannot be repaired on the spot.



If you have an accident and your car cannot be driven after the accident, we will pay the reasonable cost of towing your car to the nearest repairer of your choice including the activation or call out fee for such assistance up to a maximum amount of \$2,000.

We do not pay for other claims, loss or damage (including the cost of repairs or for the cost of replacement parts) under this 24 hour breakdown assistance cover.

If we pay a claim under this 24 hour breakdown assistance cover, your no claim discount will not be affected and no excess will be payable by you.

🚗 uninsured loss recovery

If you take our uninsured loss recovery cover and your car suffers damage in an accident, we will assist you in making claims to recover your loss against the other parties involved and/or their insurers, provided that:

- the accident is not due to your fault as determined by us;
- the loss for which you are seeking recovery relates to damage to your car only (regardless of whether any other loss, including personal injury and fatalities, were sustained in the accident);
- there is an identified party against whom you may recover your loss;
- the claim has a reasonable prospect of success as determined by us; and
- you report the accident to us within 72 hours of the accident or by the third working day, whichever is the earlier.

what we will cover – recovery expenses

Our assistance under this uninsured loss recovery cover will include collating all relevant documents, preparing letters and assisting you with negotiations with the other parties and/or their insurers. We will pay for the reasonable expenses incurred in making any claims (excluding legal expenses) up to the maximum amount as stated in your policy schedule (“**Recovery Expenses**”). The following conditions shall apply:

- you shall provide us with full details of the accident and at all times give us all relevant information, evidence and documents within your possession;
- you shall cooperate fully with us in all respects and shall keep us fully and continually informed of all material developments or any matters which could

have an effect on your claim. You shall notify us immediately of any offer or payment made into court or otherwise made with a view to settlement; and

- we shall be entitled to recover any Recovery Expenses paid by us from any third party and/or his insurer involved in the relevant claim and you shall pay us such recoverable Recovery Expenses if these are paid to you.

Failure to adhere to any of the above conditions may result in us refusing to assist you in making a recovery or withdrawing from ongoing recovery assistance.

For the purpose of this cover, “**Recovery Expenses**” means such costs and expenses reasonably incurred by you that are directly related to and necessary for recovering your loss and shall include motor surveyor fees, Small Claims Tribunal filing fees, documentation and stationery costs and fees for searches conducted with government departments such as the police and transport department and shall exclude legal expenses, loss of use, costs of renting a temporary substitute car and/or transportation costs and any benefits covered under your DirectAsia third party only car insurance policy or any other insurance policies.

What we will cover – Legal Expenses

For claims that cannot be settled privately outside of court, we will assist with filing and finally resolving claims of less than \$50,000 with the Small Claims Tribunal.

For claim amounts that are larger than \$50,000, you will have the option of either allowing us to appoint a lawyer on your behalf, or appointing your own lawyer, to handle the claim. If we appoint a lawyer on your behalf, we will pay for:

- (i) your legal expenses for handling your claim; and
- (ii) other parties’ costs for which you have been ordered to pay by way of an Order of Court resulting directly from the claim referred to in (i) above,

up to the maximum amount as stated in your policy schedule. We will not pay for any of your legal expenses if you choose to appoint your own lawyer.

Any legal expenses must only be incurred with our prior written consent. We shall not accept any liability for legal expenses that you incur without our prior written consent.

You must not negotiate, settle the claim or agree to pay any legal expenses without our prior agreement. If you refuse to settle a claim following a reasonable offer or advice to do so from the lawyer appointed by us on your behalf, we may refuse to pay further amounts under this cover.



Where we pay for your legal expenses and such legal expenses exceed or are expected to exceed the maximum amount as stated in your policy schedule, we will inform you accordingly and you shall independently determine whether to continue to pursue the claim. You will also be responsible for bearing any further legal expenses beyond such maximum amount stated in your policy schedule.

what is not covered

We shall not be liable for the following under this uninsured loss recovery cover:

- loss recovery in relation to damage to the property of third parties and/or bodily injury/fatal claims;
- defending any action;
- claims that are conducted by you in a manner different from or contrary to our advice or that of any lawyer appointed to handle your claim;
- any contract, promise or undertaking given by you to any witness, expert, agent or other person involved in the claim;
- fraudulent claims.; and/or
- fines, penalties or compensation.

Nothing in the terms of this uninsured loss recovery cover shall be deemed to mean that we guarantee the recovery of any part or all of your loss to which this cover relates.

Payment by us under this uninsured loss recovery cover will not affect your no claim discount.

🚗 windscreen and window damage

We will pay you for the full replacement or repair cost of your car's windscreen or your car's windows if carried out by one of our approved workshops only, and if there is no other damage to your car. Under this windscreen damage cover we will not pay for damage to sun roofs, any other glass panels fixed to the roof of your car or for any mirror fixtures in or on your car. We also will not pay for repairs to or replacement of your windscreen or other glass panels (including windows and sun roofs) due to scratches.

Payment by us of a windscreen or window damage claim will not affect your no claim discount but the excess shown on your policy schedule will be payable by you if your car's windscreen or any window is replaced. No windscreen excess is payable if your car's windscreen or any window can be and is repaired.

4 > what we do not cover

As mentioned in section 3, there are additional things that your DirectAsia third party only car insurance policy does not cover.

fraudulent or false claims

We will not pay a claim which is in any part fraudulent, false, exaggerated or if you or anyone acting for you, makes a claim in a fraudulent or false way, or where we have been given documents or information that are false or stolen or incomplete.

other exclusions

If any one or more of the following events occur we will be able to refuse or reduce your claim. We can also cancel your policy.

driver behaviour

Subject to our obligations under Hong Kong law, we will not be liable and we do not cover loss or damage to your car or claims against you, authorised drivers or passengers of your car if it was being driven by or in the control of any person, including you, who:

- ✗ was not licensed to drive your car;
- ✗ was not correctly or validly licensed to drive your car;
- ✗ was not complying with the conditions of their licence to drive your car;
- ✗ has had his or her licence suspended or cancelled at any time in the 5 years immediately preceding the date of your policy;
- ✗ had a percentage of alcohol in their breath, blood or urine which in our sole opinion impaired their ability to control or drive a car; and/or
- ✗ had a percentage of drugs in their body which in our sole opinion impaired their ability to control or drive a car.

how your car is used

Subject to our obligations under Hong Kong law, we do not cover loss or damage to your car or claims against you, authorised drivers or passengers of your car if your car was:

- ✗ not registered pursuant to the Road Traffic Ordinance (Cap. 374) or its registration has been cancelled;
- ✗ modified without the approval of the Commissioner for Transport in accordance with the Road Traffic (Construction and Maintenance of Vehicles) Regulations or any relevant legislation;
- ✗ in an unsafe or unroadworthy condition;



- x being used to carry passengers for hire, fare or reward;
- x being used for any motor competition, rally, track day, motor sport race, trail, test, contest or for trialling at any motor sport venue, roadway or at an off road 4x4 event (whether or not any of these activities are legal or illegal);
- x being tested in preparation for any motor competition, rally, track day, motor sport race, trail, test, contest or for trialling at any motor sport venue, roadway or at an off road 4x4 event (whether or not any of these activities are legal or illegal);
- x being used on any racing track or roads by any other names called that are typically used for maker's drivers' days, advanced driver training or instruction, racing, pace making or similar purposes;
- x being used on rails and not on terra firma;
- x being used on an airport runway or airport apron areas;
- x being used for driver instruction or tuition for a fee;
- x being used for experiments, tests, trials or any demonstration purpose;
- x being used for any illegal or criminal purpose or in the course of any illegal or criminal activity;
- x being used to carry a number of passengers or carry or tow a load greater than that for which your car was constructed or licensed;
- x being used to carry, move or store dangerous, hazardous or inflammable goods or substances that might pollute or contaminate where such goods or substances are in quantities above those used for usual domestic purposes;
- x being used by a person or used for any purpose not shown on your current certificate of insurance and/or policy schedule;
- x being used to carry goods for payment; and/or
- x being used for any purpose in connection with the motor trade.

driving other cars

We do not cover you when you are driving another person's car at the time of the accident.

general exclusions

These are general exclusions that apply to your DirectAsia third party only car insurance policy.

We do not pay claims for:

- x loss, damage and events that happen outside your period of insurance with us as shown on your certificate of insurance and/or policy schedule;
- x tyre damage caused by road cuts, punctures, bursts or braking;

- x loss that occurs because you cannot use your car (including any wages or commission);
- x loss or damage that occurs outside the covered area;
- x loss or damage caused intentionally by you or by a person acting with your actual or implied approval;
- x loss or damage caused by a failure to lock or secure your car;
- x loss or damage caused by a failure to protect and secure the keys or the remote lock release mechanism for your car;
- x loss or damage caused by or by leaving your car in an unsafe position after it broke down, suffered accidental damage or was stolen and then found and you were notified;
- x loss or damage caused by terrorism, war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, riot, affray, insurrection or military or usurped power (including loss or damage caused by looting or pillaging);
- x loss or damage caused by contamination or pollution by chemical, biological or nuclear or radioactive agents, weapons or materials (whether actual or threatened);
- x loss or damage caused by action taken by a government or public authority or any body authorised by government or a public authority to prevent, limit or remedy any actual or threatened release, pollution or contamination by chemical, biological, nuclear or radioactive agents, weapons or materials;
- x loss or damage to your car while on consignment;
- x depreciation or loss of the value of your car;
- x deterioration, wear, tear, rust, erosion or other forms of corrosion;
- x aftermarket parts or accessories or non standard parts or accessories fixed to or in or on your car;
- x repairs to existing damage that was not caused by or during the accident in question;
- x mechanical, structural, electronic, electrical or other failures or breakdowns whether caused by the manufacturer or otherwise;
- x the cost of fixing faulty repairs;
- x loss or damage caused by factors beyond our control such as the unavailability of parts and accessories;
- x repairs carried out without our prior written consent unless the repair amount is within your authorisation limit;
- x personal items stolen from your car;
- x repair or replacement of a whole set (for example, wheels) where the loss or damage is to part only of that set;
- x damage to data, software or computer programmes that is caused by a deletion, a corruption or a deformation of the original structure;
- x loss or damage caused when driving your car after receiving medical advice that your ability (or that of



- any authorised driver) to drive your car is impaired by that medical condition or by the medical treatment prescribed for that condition;
- x criminal breach of trust; and/or
- x loss or damage (including all consequential loss) caused by the lawful repossession or seizure of your car.

We shall also not be deemed to provide cover or be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us 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.

5 > how much you have to pay if you make a claim – your excess

Before we will pay any amount for a claim under your policy, you are required to pay an initial amount or initial amounts applicable to the accident or loss.

In this DirectAsia third party only car insurance policy, we will call each such amount your excess.

If your claim is for more than one accident or loss, each excess applicable to such accident or loss will apply. These amounts are cumulative and the total cumulative excess is payable by you.

In brief, the types of excess that might apply to you are:

type of excess	when it applies and when you have to pay
windscreen	this is the amount you have to pay if you make a claim under our damage to windscreen cover and your car's windscreen or window is replaced. No windscreen excess is payable by you if your car's windscreen can be and is repaired.
third party property damage	this is the amount you have to pay for any third-party property damage claim made against you and it applies to all claims where an excess is payable in addition to any other excess or irrespective of any other excess.

unnamed driver this is the amount that you have to pay if your car is involved in an accident while being driven by a person who is not named on your certificate of insurance and your policy schedule.

young driver this is the amount that you have to pay if your car is involved in an accident while being driven by a person who is under the age of 25 years and who is not named on your certificate of insurance and your policy schedule.

inexperienced driver this is the amount that you have to pay if your car is involved in an accident while being driven by a person who has held a driver's licence for less than 2 years and who is not named on your certificate of insurance and your policy schedule.

declared usage this is the amount that you have to pay if your car is involved in an accident while being driven for a purpose other than the declared usage. The amount payable is \$10,000 for any type of claim.

The windscreen, third party property damage, unnamed driver, young driver, inexperienced driver and declared usage excess amounts are all separate and cumulative excesses payable by you for all claims.

The amount of each excess will be shown on your certificate of insurance and/or your policy schedule.

If we have made any payment under your policy that includes an excess payable by you, this amount will have to be refunded by you to us when we ask you to do so.

6 > accidents and claims

Important Note: All accidents must be reported to us within 72 hours or by the third working day and we may require that your car be taken to one of our approved reporting centres for inspection within this time.

This reporting has to be done by you no matter how small or unimportant the damage might seem to you, even if there is no visible damage and whether or not you intend on claiming from any other insurers or third parties.



You can contact us to tell us this information by e-mail or phone. More information concerning what to do in the event of an accident can be found on our website www.DirectAsia.com.hk.

To ensure an efficient and speedy claim process we will take instruction from you or any other person provided that they are named on your policy. If you would like someone else to deal with your policy or claim on a regular basis please let us know.

If you give us information about another person, in doing so you confirm that other person has given you permission to provide the information to us to be able to process that information and also that you have told that other person who we are and that we will use that information.

what you have to do

If an accident or loss occurs that might lead to a claim being made under your DirectAsia third party only car insurance policy, you have to do all of the following:

- do everything you reasonably can to limit the loss, damage or injury and to prevent further loss, damage or injury;
- report the accident or loss to us within 72 hours or by the third working day of the accident with your car (except where this is not possible in the case of theft), at the approved reporting centres;
- report the accident (if required) or loss to the police in the country where the accident or loss occurs within 72 hours of the occurrence of such accident;
- immediately send us any correspondence you receive about the accident (including telling us if you become aware of any demand, court proceedings (actual or threatened) or offers of settlement);
- give us any information and help we may need in handling the claim, including attending court to give evidence; and
- allow us to examine and inspect the damage before repairing your car. You must do this even if you cannot make a claim for damage to your car or do not wish to make a claim for damage to your car under your policy.

what you must not do

When an accident occurs that might lead to a claim being made against us by you or any other person, you must not, without our written approval, do any of the following:

- leave your car unattended without taking proper precautions to prevent further loss or damage in the event of an accident;
- admit fault or liability to anyone else or negotiate, pay or settle a claim with anyone else.

If an accident occurs that causes loss, damage or injury:

- we may take over and conduct in your name the defence or settlement of any claim against you;
- we have the full right to decide on how the defence is conducted or a claim is settled; and
- we have the entitlement to represent you at any inquest or official inquiry.

If we pay your claim, we have the right to take legal action in your name against any person responsible for the loss, damage or injury. We will take this action at our own expense. You must not do anything that limits our right to do this.

Once we have paid your claim up to the applicable limit, we are not obliged to continue to conduct the defence or settlement of a claim against you by another person.

If we decide not to continue with the conduct of the defence or settlement of claim, we will not be responsible for any damage, losses, costs or expenses incurred by you or by any other person as a result of our decision.

who we can pay

If a claim is made by you under your policy for loss of or damage to your car, we may settle the claim with the legal owner directly if your car is owned by someone else (for example, under a hire purchase or leasing agreement or an employer's loan) and if the legal owner is named in the policy.

The acceptance by that legal owner of our payment absolves us of all further liability to you and/or to any other person in respect of such loss or damage.

if there is other insurance

If you have other insurance which covers the same liability, loss or damage, we will only pay you our share of the claim and we will have no obligation to pay you any amount if you are entitled to indemnity under any other insurance policy. This does not apply to personal accident benefits.



7 > discount on premium - your no claim discount

A no claim discount is a discount that we will provide on your DirectAsia third party only car insurance premium if no claim under your policy has been made in a previous period or previous periods of your third party only car insurance. The amount of your no claim discount will be shown on your certificate of insurance and your policy schedule.

your discount

The premium discount that you will be entitled to for the next period of insurance if no claim has occurred on your DirectAsia third party only car insurance policy (or other insurer's policy that is acceptable to us) is as follows:

no claims for:	your no claim discount is
one year	20%
two consecutive years	30%
three consecutive years	40%
four consecutive years	50%
five or more consecutive years	60%

reduction in your no claim discount

without the optional no claim discount protection cover

Where an accident occurs (whether or not it is partly or entirely your fault), an automatic reduction in your no claim discount will apply if you have not selected our optional no claim discount protection cover.

Your no claim discount will be reduced as described in the table below if one or more claims have been made by you during the same period of insurance:

<i>without the optional no claim discount protection cover</i>		
your current no claim discount	your reduced no claim discount	
	if you make 1 claim	if you make 2 or more claims
60%	30%	0%
50%	20%	0%
40%	0%	0%
0-30%	0%	0%

if you have selected the optional no claim discount protection cover

If you have selected our optional no claim discount protection cover, provided you maintain your third party only car insurance policy with us your no claim discount will be reduced as described in the table below if one or more

claims have been made by you during the same period of insurance:

<i>if you have selected the optional no claim discount protection cover</i>			
your current no claim discount	your reduced no claim discount		
	if you make 1 claim	if you make 2 claims	if you make 3 or more claims
60%	60%	30%	0%
50%	50%	20%	0%
40%	40%	0%	0%
30%	30%	0%	0%
20%	20%	0%	0%

no transfer of your no claim discount

Your no claim discount is not transferable to any other person.

your no claim discount applies to only one car

Your no claim discount applies to only one car at any one time.

8 > what you need to do

taking precautions

You must at all times take reasonable precautions to prevent accidents or loss of and damage to your car.

your duty to tell us

You must fully and truthfully disclose to us the facts as you know or ought to know them, otherwise, you may receive no benefit from the policy.

When you answer our questions, it is important that you answer fully and truthfully as you are obliged under the law to tell us anything you know or should know that is necessary for us in making our decision to insure you or anyone else under your DirectAsia third party only car insurance policy and the terms on which we will insure you.

This includes answers to questions we ask when you apply for a policy, renew, or alter your policy, and any other matters which might affect whether we insure you and on what terms.

We use the information you give us to decide whether to insure you, or anyone else, so it is important you understand



this when you are answering our questions for yourself and for anyone else who you want us to cover.

If you do not answer our questions fully and truthfully and do not disclose all relevant information to us then your claim could be reduced or refused (either totally or in part). We may even cancel your policy and treat your policy as never having existed.

You must inform us immediately of any changes in the information you have given us previously. If you do not, you may not receive any benefits under your policy on any claim and /or we may cancel your policy. In addition, we may also seek to recover any costs we have incurred.

what you need to do in relation to your car

You have to do all of the following:

- keep your car in good, efficient and roadworthy condition and take reasonable care to safeguard it from loss or damage;
- allow us free and full access to examine your car or any part of it and interview any of your authorised drivers;
- take all reasonable steps to safeguard your car from loss or damage;
- in the event of an accident or breakdown, your car must not be left unattended without proper precautions being taken to prevent further loss or damage;
- comply with all relevant laws in the geographical area where you are driving your car;
- comply promptly with all relevant laws, regulations and requirements of public authorities; and
- inform us immediately if:
 - there is any material change in your car or in the nature of the risk;
 - you no longer own or have an interest in your car; and/or
 - you take out any other insurance which covers your car or liability against similar risks.

payment of your premium

Your insurance premium will be shown on your policy schedule and you must pay your premium directly to us by the due date specified in the relevant confirmation sent by us to you.

Where you are paying your premium in full, then if the total premium is not paid and received in full by us on or before the start date, the policy will be deemed to be immediately and automatically cancelled and no benefits will be payable by us. Any premium payment received after the start date shall have no effect on the cancellation of your policy.

Where you are permitted to pay your premium by instalment payments, then if the required instalment payments are not paid and received in full by us on or before the specified due date, the policy may be deemed to be cancelled and no benefits will be payable by us. Any premium payment received after the specified due date shall have no effect on the cancellation of your policy.

All payments for any insurance products, renewals, or other services purchased via our website must be paid in full by the due date specified in the relevant confirmation. Unless otherwise provided for, all payments are required to be made by you using a type of credit card accepted by us at the time of purchase or renewal of the applicable insurance policy or service. You must therefore provide to us through our website, details of your current and valid credit card, including:

- credit card type;
- name on credit card;
- credit card number; and
- expiry date.

You should not send us sensitive financial information like your credit card number by email.

Unless you ask us to change your payment details, we will debit the card we have on file to collect any money due on your policy.

refunds and reimbursements

You must pay or refund to us any amount for which we would not otherwise be liable under your policy.

In particular, you must pay us any amount for which we would not otherwise be liable under your policy but for the Motor Vehicles Insurance (Third Party Risks) Ordinance (Cap. 272) or any other applicable laws.

You must also pay us any amount that we are obliged to pay in respect of you or your policy by virtue of our agreement with the Motor Insurers' Bureau of Hong Kong.



9 > keeping your DirectAsia third party only car insurance up to date

If there is a material change in your circumstances, then you must tell us immediately. We may calculate any difference in premium from the date your circumstances changed even if this happened in a previous period of insurance.

If you do not tell us about changes in your circumstances, then this could result in an additional premium being payable by you, affect the amount you are able to claim or may even mean that you are unable to make a claim. If your changed circumstances differ materially from what you have previously told us, then a failure to tell us of these changes could also result in your policy being declared void and as having never existed.

making changes to your policy – by you

You may contact us to request a change to be made to your policy. We don't have to accept any changes but if we do accept a change, we will confirm it in writing to you or amend it on your certificate of insurance and policy schedule.

If the accepted change reduces your premium, we will refund the difference owing to you, provided that such difference exceeds \$60.

If the accepted change increases your premium, you will need to pay us the additional premium, provided that such additional premium exceeds \$60.

The changes you requested will only take place when we have confirmed them in writing to you and you pay any additional premium that may be required.

You can contact us to make changes to your policy online, by e-mail or phone.

making changes to your policy – by us

We may change the terms and conditions of your policy, including the premium payable. We will give you at least 30 days' notice before such change is effected.

We may also change any terms and provisions of your policy at the end of your policy such that the change will be applicable from the next period of insurance. Your continued payment of the premium after we give you notice of any change to your policy will mean that you accept such change.

cancelling your policy

Both you and we have the right to cancel your DirectAsia third party only car insurance policy at any time by giving the other 7 days' notice.

The effective date of cancellation will be based on the date the other party is informed in writing of the cancellation. If you cancel your DirectAsia third party only car insurance policy you must pay to us all of the outstanding or due.

Delayed payments will be subject to interest and added charges.

We will not refund any premium if on or before cancellation of your policy any one or more of the following has occurred:

- you have reported or notified us of a claim;
- we have paid a claim; and/or
- you owe us any money.

You will not be entitled to any refund of premium if the refund amount is less than \$60.

If your policy is cancelled and:

- you have not reported or notified us of a claim;
- we have not paid a claim; and
- you do not owe us any money,

then provided you return the original certificate of insurance to us within 7 days of cancellation (as required by Hong Kong law) we will return any proportionate part of the premium for the unexpired period of insurance subject to deduction of an administration fee to cover the cost of setting up the policy. You can check the current administration fee on our website.

cancellation for dishonesty

If we cancel your policy because you have not honestly answered the questions we have asked you about:

- you;
- any other person who drives or will drive your car;
- your car;
- the driving and insurance history of you and any other person who drives or will drive your car; and/or
- any events involving your car that result in a claim on your DirectAsia third party only car insurance policy



then in addition to any other of our rights, you must pay to us on demand an administration fee of \$1,000 and we may debit your credit card for this amount without the need to obtain any additional authorisation from you.

interest of other persons

You are not allowed to transfer or assign your interest in this DirectAsia third party only car insurance policy to any other person without first obtaining our written approval.

You must tell us if anyone else has an interest in your policy (for example, the legal owner of your car through a hire purchase or leasing agreement or employer's loan).

We will extend to them the insurance under your policy only after you have informed us of their interest and we have agreed in writing to enter their name and interest on your policy. However, by our doing this it does not make you an agent or trustee for them or assign your rights and interests to them.

10 > customer care

We are committed to providing you with quality insurance products and services but if any dispute arises out of your DirectAsia third party only car insurance policy that we cannot resolve between us, then that dispute may be submitted to the Hong Kong Mediation Council for settlement by mediation in accordance with the mediation procedure in force. You and we agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached. If any dispute is not referred to mediation or if mediation fails, the dispute can be referred to arbitration by a single arbitrator to be appointed by each of us in writing.

If we and you cannot agree on an arbitrator within one calendar month of a request for arbitration by either party, the arbitrator shall be appointed by the Chairman for the time being of the Hong Kong International Arbitration Council ("HKIAC") Rules. The arbitration will be conducted in accordance with the UNCITRAL Model Law (and Rules). It is expressly stipulated that it is a condition precedent to any right of action or suit that you may have that an arbitration award shall be first obtained. If we disclaim liability to you for any claim under your policy and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions of this policy then the claim shall for all purposes be deemed to have been abandoned and shall not be recoverable.

Your DirectAsia third party only car insurance policy is governed by and interpreted in accordance with the laws of Hong Kong.

If these policy details have been translated into a language other than English then in the event of any inconsistency the English language version of these policy details will always prevail.

You should not start legal proceedings against us unless 60 days have elapsed after proof of loss has been provided to us in writing in accordance with the requirements of your policy.

Our liability under your policy is limited solely to the payment of the amounts you are entitled to receive.

We assume no liability for the availability, quality or results of any service or for your failure to obtain any treatment or service covered by the terms of your policy.

No third party who has not agreed to be bound by the terms and conditions contained in this DirectAsia third party only car insurance policy shall have any right to enforce any of its terms or conditions.

We will not be bound by any judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction within Hong Kong.

our website

On our website, you can make certain transactions online. This may be purchasing your policy, administering your policy, making a renewal payment or other transactions. These transactions will not be final until we receive and process your confirmation.

Your confirmation means any communication issued or transmitted by you to us via our website or other electronic means (including your offer to purchase or your confirmation of payment).

It is your responsibility to inform us of any change to your email address. It is also your responsibility to keep your email account active and capable of receiving new emails. We are not responsible for emails sent to an inactive or out of date email account, unless we are solely negligent for using an incorrect email address.

Your confirmation of payment may not be received by us for reasons including mechanical, software, computer, telecommunications or electronic failure, or the omission or failure of other providers or systems which are outside the control of either party. You acknowledge that to the extent permitted by law, we are not liable to you in any way for loss or damage, however caused, directly or indirectly, in connection with the transmission of an electronic instruction through our website or any failure to receive an electronic instruction for any reason.



The credit card details that you provide to us may be retained after payment is made. Any refund we provide to you for any product you have purchased by credit card will be made back to the credit card account used to make the initial purchase unless otherwise agreed.

We may refuse or decline to process a transaction at any time and for any reason. We will not be liable to you or to any third party if we do this except where it constitutes a breach of your policy. We will also not be liable to you or to any third party for any failure to process a transaction that is beyond our control.

general

A clerical error by us shall not invalidate insurance otherwise validly in force nor continue insurance not validly in force. The headings used in these policy details do not affect its interpretation.

notices

All notices shall be in writing and shall be deemed to have been received:

- o on the same day if delivered by hand or sent by email or fax supported by a confirmation slip; and
- o 2 working days from the date of posting if sent by registered post to the addressee’s last known address.

11 > questions and feedback

If there is anything about our products and services that you would like to ask us or if you want to provide feedback about us, please get in touch with us via our website www.DirectAsia.com.hk, by email, by phone or in person at our office at 1101, 11/F, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong.

12 > definitions

Your DirectAsia third party only car insurance policy gives special meanings to a number of words that we use in your policy.

We have put together the following explanations to help you understand what we mean by those words:

accident	means an event occurring during the period of insurance which is
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	sudden and caused by an accident, breakdown which results in loss or damage to a third party in connection with your car.
amendment	means an endorsement or other authorised change to your policy.
authorised driver	means any person who has your permission to drive your car. This person must have a valid driving licence to drive your car and must not be suspended or disqualified from driving by a court of law with offence(s) which may lead to a suspension or disqualification from driving.
certificate of insurance	means your certificate of insurance showing, among other things, details of your policy, information you have given us on which we have based our decision to insure you and certain information that we have used to calculate your premium. It includes all schedules attached to that certificate. Your current certificate of insurance is the most recent certificate that we have given you.
covered area	means we cover you where your car is registered in Hong Kong and is being driven in the territories of Hong Kong including its territorial waters for the purpose of transit of your car by sea by a craft designed for the carriage of motor cars.
DirectAsia / DirectAsia.com.hk/ we / us / our	means Direct Asia Insurance (Hong Kong) Limited.
driving experience	means the period of time that has elapsed from the date that the relevant class of driving licence was legally obtained. important note: if the relevant driving licence is or has been suspended or cancelled then the commencement date for the purposes of calculating the



	period of driving experience will commence on the date that the relevant driving licence ceases to be suspended or the date on which the licence is reissued, as the case may be.
excess	means the amount that you are required to pay towards any claim.
inexperienced driver	means a driver who has less than 2 years' driving experience.
legal expenses	means legal fees, costs and disbursements.
licence	means a valid, current and legally obtained driving licence that authorises and permits the licensee to drive the vehicle the subject of this policy.
limit	means the maximum amount that we will pay you under a benefit in your policy. The amount of each limit refers to any one claim or series of claims arising out of one event.
main driver	means the person who most often drives your car.
motor trade	means a group of persons who carry on the business of distributing, selling, repairing and/or disposing of motor cars.
policyholder	means the legal and registered owner of the car described on your certificate of insurance.

reasonable prospect of success	means in respect of all claims, where the policyholder has a greater than 50% chance of successfully pursuing the claim or defending an appeal. If the policyholder is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.
you / your	means the person named as the policyholder and includes the person or persons named as the main driver and/or named drivers and all other authorised drivers.
young driver	means a driver who is below the age of 25.
your car	means the car covered under your policy, as shown on the certificate of insurance. The policyholder must be the legal and registered owner of this car.
your policy or your DirectAsia third party only car insurance policy	means a contract between you and us and comprises the information and any declarations submitted by you to us, your certificate of insurance, these policy details and any other written change to these documents that is advised by us in writing (such as an amendment).



DirectAsia

**much more than just great
third party only car insurance.**

**call us now on 2884 8888 or go to www.DirectAsia.com.hk
for a range of additional insurances
at competitive prices.**



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