

Motorcycle Insurance

The Policy

Please read this Policy carefully

Important

Please report any accident to us immediately at
+852 2884 8899 so we can tell you what to do next
and resolve any claim.

Well Link General Insurance Company Limited 立橋保險有限公司

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Your Policy

Your Policy is the contract between **You** and **Us** based on the information **You** gave **Us** when applying for your insurance cover. **We** will take it that **You** promise all information **You** have provided to **Us** is true and accurate, forming the basis of this contract. If there are any changes that may affect the insurance provided, please notify **Us** immediately.

Your Policy details out the cover of **Your Well Link** Motorcycle insurance provided to **You** during the **Period of Insurance**. The cover is subject to payment of **Your Premium** and to any **Limits and Excess** detailed in this policy document, **Your Certificate of Insurance** and **Policy Schedule**. The currency of this **Policy** is in Hong Kong dollars. This **Policy** is construed according to the laws of Hong Kong SAR and is subject to the exclusive jurisdiction of courts of Hong Kong SAR.

Please carefully read this Policy wording together with **Your Certificate of Insurance**, **Policy Schedule** and **Policy Amendment** to make sure **You** have the protection **You** need.

You can obtain **Your Policy** documents electronically except for those, due to legal or security concerns or upon **Your** special request is to be delivered by **Us** by post.

It is **Your** responsibilities to keep **Your** email account active and capable of receiving new emails and to inform **Us** of any change to **Your** email address. **We** are not responsible for emails sent to an inactive or obsolete email account.

Any person or entity who is not a party to **Your Policy** shall have no rights under the Contracts (Rights of Third Parties) Ordinance Cap. 623 to enforce any terms of **Your Policy**.

Attach Policy Schedule

This Policy, the Policy Schedule, the application and any memoranda thereon shall be considered one document (together 'the Policy') and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

Welcome to **Your Motorcycle Policy** as insured by Well Link General Insurance Company Limited 立橋保險有限公司, the insurer providing cover to **Your Motorcycle**.

What We cover

As **You will** have paid in full the **Premium** stated in the **Policy Schedule**, **We** will, depending on **Your Type of Coverage**, in the event of **Accident**, injury or loss happening during the **Period of Insurance** in the **Covered Area**, provide insurance to **You**, the **Policyholder, Main Driver and/or Named Driver(s)** for damage of **Your Motorcycle** and/or **Your** liability to other people's injury or property and any optional benefit(s) **You** have chosen and paid for, subject to the terms, exclusions and conditions contained in **this Policy** below.

- Where the **Type of Coverage** is Comprehensive, Sections 3(A) (I) except (I) (b), (II) and any applicable items under Section (4) Optional Benefits of the Policy wording are operative.
- Where the **Type of Coverage** is Third Party Fire & Theft, Section 3(A) (I) except (I) (a), (II) and any applicable items under Section (4) Optional Benefits of the Policy wording are operative
- Where the **Type of Coverage** is Third Party Only, Section 3(A)(II) and any applicable items under Section (4) Optional Benefits of the **Policy** wording are operative.

Section 1. Definitions

Any word or expression found in the **Policy, Certificate of Insurance, Policy Schedule, Policy Amendment** have same meaning as defined below and are highlighted in **bold** print.

Accessories / Spare parts	original video, audio and other equipment and spare parts as configured in the original specification by Your Motorcycle's manufacturer or its authorised distributor whilst thereon. Any other additions, unless incorporated under the Policy as an optional benefit as chosen by You in the Application , will not be covered.
Accident/ Accidental	an event(s) arising out from a single cause, occurs during the Period of Insurance which is unexpected, sudden and external, caused by collision, fire, vandalism, storm, water, acts of God, theft or burglary etc. which results in loss or damage

	to or in connection with Your Motorcycle .
Amendment	an endorsement or other authorised change to Your Policy .
Application	the proposal, application, declaration and any information submitted by You or on Your behalf either electronically or otherwise.
Breakdown	the mechanical failure or underlying problem which immobilizes the Motorcycle , or impedes its operation making it unfit or unsafe to operate Your Motorcycle .
Private Motorcycle/ Motorcycle	the Private Motorcycle being covered and specified in the Policy, Your Certificate of Insurance, Policy Schedule and/or Amendment without any change or modification to any parts and/or Accessories , unless otherwise declared by You , accepted by Us and endorsed under this Policy .
Certificate of Insurance	the document evidencing that You have taken out the insurance as required by law of Hong Kong SAR.
Covered Area	also termed as "Territory of Usage" in the Schedule, it is the territories Our insurance protection applies where the Motorcycle is registered and being driven in, including its territorial waters for the purpose of the transit of the Motorcycle by sea (including incidental loading or unloading) by a craft for the carriage of Motorcycles . For purpose of this Policy , it means Hong Kong Special Administrative Region.
Well Link/ We/ Us/ Our	Well Link General Insurance Company Limited 立橋保險有限公司
Excess(es)	the amount that You are required to pay towards any claim(s).
Licence / Licenced	a valid, current and legally obtained driving Licence that permits the licensee to drive a Motorcycle under the laws and regulations and issued by the licensing authority of the Hong Kong Special Administrative Region.
Limit(s)	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	One of the named person who drives Your Motorcycle most frequently than anybody else.
Market Value	the cost of replacing Your Motorcycle with the same make and model, specification, age and similar condition at the time of Accident and loss.
Medical practitioner	a person who is registered, or is deemed to be so registered under section 29 of the Medical Registration Ordinance Cap. 161
Motorcycle Trade	a group of persons who carry on the business of distributing, selling, repairing and/or disposing of Motorcycles.
Named Driver	the person named in Your Certificate of Insurance and Policy Schedule who has Your permission to drive Your Motorcycle , is an occasional driver who uses Your Motorcycle less frequently than the Main Driver .
No Claim Discount	a discount in Your Premium based on Your previous claim history(ies)/road traffic Accident record(s). The level of Your No Claim Discount (NCD) will be shown on Your Policy Schedule and/or Your Amendment .
Period of Insurance	the period specified in Your Certificate of Insurance, Policy Schedule and Amendment (if applicable). Where Your Policy is applied and accepted on the same day, Your Policy becomes effective only at the time of that day when Your Application is accepted by Us .
Policy	a contract between You and Us and comprises the information and any declarations, Application submitted by You to Us . It includes Your Certificate of Insurance, Policy Schedule , this Policy document and subsequent Amendment(s) , all of which should be read together as one contract.
Policyholder / You / Your	the legal and registered owner of Your Motorcycle described on Your Certificate of Insurance and Policy Schedule .
Policy Schedule	the document that lists the details and coverage of Your Policy . A Policy Amendment, is part of Your Policy Schedule , and should be read together with Your Policy Schedule .

Premium	a Premium including net insurance Premium , Motor Insurers' Bureau of Hong Kong and Independent Insurance Authority levies.
Theft	an event where a person intentionally and dishonestly takes Your Motorcycle, Accessories or spare parts without Your consent at the time those are being taken.
Type(s) of Coverage	<p>There are three types of coverage – Comprehensive, Third Party Fire and Theft and Third Party Only.</p> <p><u>Comprehensive</u> covers accidental loss/damage to Your insured Private Motorcycle and legal liability to other people and/or other people's property.</p> <p><u>Third-Party Fire and Theft</u> covers Your Motorcycle. If Your Motorcycle is damaged as a result of an Accident (Fire or Theft) and legal liability to other people and/or other people's property.</p> <p><u>Third Party Only</u> covers Your legal liability to other people &/or other people's property.</p>

Section 2. Motorcycle Usage

Our insurance coverage under the **Policy** is operative only when the **Motorcycle** is used for any one of the following usage **You** have declared and shown in the **Policy Schedule** as either one of the following:

1.	Private use	for social domestic and pleasure purposes
2.	Private use + commuting to work	for social domestic and pleasure use + commute to/from work
3.	Private use + business use	for social domestic and pleasure use + commute to/from work + for Your business or profession

Under all circumstances, **Your Policy** does not cover any **Motorcycle Usage** when the **Motorcycle** is used for hire, fare, or reward, racing, competition, pace-making, trial, testing, driving training, experiment, consignment, demonstration or used for any purpose in connection with the **Motorcycle Trade** whatsoever.

This is also termed as "Limitations as to use" on **Your Certificate of Insurance** with a more precise write-up.

Your Premium has been charged based on **Your** declared **Motorcycle Usage**, hence must be disclosed accurately:

If **You** or any **Named Driver** intend to use **Your Motorcycle** outside of **Your** declared **Motorcycle Usage**, **You** have to inform **Us** for prior consent by calling **Us** on 2884 8888 during office hours. Additional premium or terms may apply.

Should **Your Motorcycle** be involved in an **Accident** whilst being used for a purpose other than the declared Usage without notifying **Us** in prior, providing it is not within the excluded Motorcycle Usage as described above and subject to **Our** sole discretion to pay **Your** claim, **You** will be required to bear an additional **Excess** ("Motorcycle Usage **Excess**").

Section 3. Basic cover

3 (A) Core Cover

(I) Own Damage Section (Applicable to Comprehensive or Third-Party Fire and Theft)

This section applies only when the Type of Coverage is either **Comprehensive** or **Third-Party Fire and Theft**.

- (a) For Comprehensive coverage, **We** protect against loss of or damage on indemnity basis to **Your Motorcycle** from accidental events including but not limited to collision, theft, fire etc. except as stipulated in policy exclusion(s).
- (b) Third-Party Fire and Theft coverage, **We** protect against accidental loss of or damage on indemnity basis to **Your Motorcycle** caused by fire or **Theft**.

If **Your Motorcycle** is damaged as a result of an **Accident** occurring during the **Period of Insurance**, **We** will cover and reserve **Our** right to:

- pay the cost of repairing **Your Motorcycle**;
- pay the cost of replacement for what is damaged; or
- pay the reasonable **Market Value** of **Your Motorcycle** if it is so badly damaged that it would not be economical to repair, replace or reinstate at the time of the **Accident**.

If **Accessories** and **Spare parts**, whilst within **Your Motorcycle**, have sustained **accidental** loss or damage necessitating replacement but cannot be sourced or obtained in Hong Kong, **We** will pay **You** their equivalent cash value of loss or damage limited to:

- the price quoted in the latest catalogue or price list issued by the manufacturer or its authorised distributor in Hong Kong, or if unavailable, the reasonable market value of the Motorcycle at the time of its loss or damage;
- the reasonable cost of transport (excluding transport by air) and the amount of the relative import duty; and
- the reasonable cost of fitting such accessory or part.

In event of total loss of **Your Motorcycle**, caused by **Theft** or otherwise, and **We** have indemnified **You** the reasonable **Market Value**, **Your Policy** will immediately be terminated. **You** must return to **Us** the original **Certificate of Insurance** and **Policy Schedule**. **We** will take possession of the damaged **Motorcycle** beyond repair (if any) and require **You** to sign all documents, forms necessary to transfer ownership of **Your Motorcycle** to **Us**. **We** will have the right to appoint and choose **Our** salvage agent or wreck buyer to handle the damaged **Motorcycle**.

The maximum amount payable by **Us** under **(I) Own Damage Section** is up to the **Market Value** of **Your Motorcycle** or \$500,000 at the time of the loss or damage whichever the lower (less any accumulate **Excess(es)** that may apply).

This Policy also covers:

i. **Accident towing**

If the Motorcycle is immobilized unfit or unsafe to be driven due to an **Accident** of the **Motorcycle**, **You** can arrange up to two (2) times of accident towing. **We** will pay the reasonable cost of towing **Your Motorcycle** to a workshop up to the maximum amount of \$2,000 per **Accident**.

ii. **Repairs authorised by You**

You have the delegated authority to repair **Your Motorcycle** at workshop necessitated by **Accidental** damage for which **We** may be liable under the **Policy** as a result of an **Accident** before **Our** approval / permission, up to a maximum amount of \$2,000 per **Period of Insurance** after **You** have paid the total aggregate **Excess** amounts applicable.

You need to send to **Us** a detailed receipt (in a form acceptable to **Us**, and photographic evidence and render every assistance to prove the necessity of these repairs before **We** make the claim payment.

(II) Liability to other people and other people's property

We will cover

- **You**;
 - **Main Driver, and/or Named Driver**;
- against all sums including claimant's costs and expenses which **You**, the **Main Driver** and/or the **Named Driver** and/or such other person shall

become legally liable to pay and other costs and expenses incurred by or on behalf of **You**, the **Main Driver** and/or the **Named Driver** and/or such other person with **Our** written consent in respect of:

To any person	Maximum Limit per Accident (all inclusive)
1. death or bodily injury	\$100,000,000
2. damage to property	\$750,000

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

3(B) Main Driver and Named Driver

A **Main Driver** is one who drives the **Motorcycle** more frequently than **Named Driver(s)** or anybody else.

A **Named Driver(s)** is one who drives the **Motorcycle** with **Your** (as **Car** owner) permission and he/she only drives **Your Motorcycle** occasionally.

Both **Main Driver** and **Named Driver(s)** are named on the **Certificate of Insurance** and **Policy Schedule** and are entitled to same level of cover under the Policy.

It is important to note that this Policy covers Main Driver and Named Driver(s) only.

3(C) Excess(es)

When a claim is made under **Your Policy**, **You** are required to bear specified **Excess(es)** applicable to an **Accidental** loss or damage set out in this policy document and/or on **Your Certificate of Insurance** and **Policy Schedule**. This amount is applicable to each claim **You** submit to **Us**.

The type of **Excess** **You** need to bear varies depending on the type of claim **You** are making and who was driving **Your Motorcycle** at the time of the **Accident**. These amounts are cumulative and the total cumulative **Excess** is payable by **You** in accordance with **Your Policy**.

In brief, the following types of **Excess(es)** may apply cumulative to **Your** claim:

Type of Excess(es)	Amount You have to bear per Accident/ Claim
Own damage apply to all claim(s) involving the physical damage of Your Motorcycle driven by You , the Main Driver , or Named Driver .	As shown on Your Certificate of Insurance and Policy Schedule
Third party property damage apply to all claim(s) caused by You , the Main Driver , and/or Named Driver for each claim made against You	As shown on Your Certificate of Insurance and Policy Schedule
Motorcycle usage if Your Motorcycle is involved in an Accident whilst being driven for a purpose other than the declared Motorcycle Usage .	\$10,000

In respect of third party claim, it is a pre-requisite for **You** to pay **Us** the applicable **Excess(es)** before **We** would proceed with **Your** claim payment to third party.

3(D) No Claim Discount ("NCD")

In the event no claim is made under **Your Policy** during any **Period of Insurance** specified below, **Premium** for the next renewal shall be reduced according to the **NCD** specified by **Us** below:

No claim for	NCD (on next renewal premium)
1 year	10%
2 consecutive years	20%
3 consecutive years	30%

Your NCD will be reduced according to the discount described in the table below if **You** make one or more claims during the same **Period of Insurance**. **You** may maximise **Your** discount by purchasing the "No Claim Discount Protection" Optional Benefit.

Your current NCD	Your reduced NCD.... If You make	
	1 claim	2 or more claims
0 - 30%	0%	0%

Important Note about Your No Claim Discount

- It is not transferable to any other person;
- It applies to only one **Motorcycle** at any one time; and
- Reduction will apply notwithstanding any assertion or allegation that **You** or the **Main Driver and/or Named Driver** is not to be blamed for or has not contributed to the occurrence of **Accident** resulting in the claim under **Your Policy**.

Section 4. Optional Benefits

Your Policy gives **You** the flexibility to add extra cover to **Your** core protection subject to payment of additional **Premium** and **Limits/Excesses** as detailed on **Your Policy Schedule**. Claim payment on the optional benefits described below will not affect **Your No Claim Discount**. These **Optional Benefits** cannot be added interim during the Period of Insurance.

4(A) Loss of Use

We will pay **You** the daily rate (shown in **Your Policy Schedule**) for the number of days should **Your Motorcycle** be stolen, damaged or totally lost due to a covered **Accident**.

The maximum benefit is described in the table below:

Type(s)	Coverage	Maximum Benefit
Accident	Repair period assessed and certified by Our surveyor whose decision being final and non-negotiable. If Your Motorcycle is repaired sooner than expected, We will pay You for its actual repair period.	Up to 10 days per Accident and Up to 20 days per Period of Insurance
Stolen	Until Your Motorcycle is found and returned to You .	Up to 20 days per Period of Insurance
Total Loss	Assessed and certified by Our surveyor that Your Motorcycle is so badly damaged that it would not be economical to repair, replace or reinstate. We will pay until Your claim is settled.	Up to 20 days per Period of Insurance

We will not provide cover if:

- **You** have not notified **Us** and claimed for the damage immediately after it occurs; or
- **Our** surveyor does not have an opportunity to assess the damage and certify the repair period, prior to **You** authorising any repairs.

4(B) Personal Accident

By this optional benefit, **We** will pay compensation according to the percentage(s) listed below for bodily injury as sustained by the **Main Driver** or **Named Driver** who is driving the **Motorcycle** during the time of **Accident**, and caused by violent accidental external and visible means which independently of any other cause shall within three calendar months of the occurrence of such injury result in his/her

- death; or
- bodily injury (as defined in following table)

Permanent Disability or death by injury	Compensation (expressed as a percentage of the specific 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 physical severance of one hand (at or above the wrist) or one foot (at or above the ankle) 	100%
Maximum amount payable per person per Period of Insurance	100%

Compensation payable in respect of any such person arising out of any one **Accident** shall not in the aggregate exceed 100% of the specific **Limit** as shown on **Your Policy Schedule** during any one **Period of Insurance**.

Such compensation shall be payable directly to the injured person or to his/her legal personal

representatives whose receipt shall be a full discharge in respect of the injury to such person.

Payment of this benefit does not constitute admission of liability to other part(s) of this **Policy**.

Section 5. What We do not cover

We do not cover any loss or damage or liability directly or indirectly arising as a result of or in connection with **Our** general exclusions as stated below which apply to the whole of **Your Policy**.

5(A) General Exclusions

....Relating To Driver behaviours

We will not be liable for any loss or damage to **Your Motorcycle** or claims against **You**, the **Main Driver** and/or any **Named Driver** or passengers of **Your Motorcycle** if it was being driven by or in the control of any person, including **You** or any **Named Driver**, who:

1. was not **Licensed** or was not complying with the conditions of the **Licence** to drive **Your Motorcycle**;
2. has had his/ her **Licence** suspended, expired or cancelled at any time in the five (5) years immediately prior to commencement date of **Period of Insurance** of **Your Policy** or at the time of driving; or
3. contrary to the current Road Traffic Ordinance (Cap. 374) or any other legislation replaces the same:
 - had a proportion of alcohol in his/her breath, blood or urine that exceeds the prescribed **Limit** (per section 2);
 - was under the influence of drugs or medication as stipulated (per section 39J, 39K and 39L);
 - is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, oval fluid, blood, or urine for testing or analysis, or to perform any other relevant test as required by law. (per section 39B(6)); or
 - driving **Your Motorcycle** after receiving medical advice that **Your** ability (or that of any **Named Driver**) to drive is impaired by any medical condition or by the medical treatment prescribed for that condition.

....Relating to how Your Motorcycle is used

We will not be liable for any loss or damage if **Your Motorcycle** was :

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

3. being driven in an unsafe or unroadworthy condition;
4. being used on rails or within the Restricted Area as designated by Director-General of Civil Aviation pursuant to section 37 of the Airport Authority Ordinance (Cap. 483) and the Airport Authority Ordinance (Map of Restricted Area) Order (L.N. 199 of 2002)
5. being used for any illegal/criminal purposes, or carry passengers or a load exceeding the capacity which **Your Motorcycle** was constructed or licensed;
6. 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;
7. being used for hire, fare, reward, racing, competition, pace-making, trial, testing, driving training, experiment, consignment, demonstration or used for any purpose in connection with the **Motor Trade** or any activity as excludes under **Your** declared **Motorcycle Usage**; or
8. being used outside the **Covered Area**.

.... Other Exclusions

1. any **Excess(es)** applicable under **Your Policy**;
2. fines penalties punitive or exemplary damages, and legal cost expenses incurred for defending criminal charges;
3. any tyre damage, unless other parts of **Your Motorcycle** is damaged in an **Accident** at the same time;
4. any non-standard parts or accessories fixed to or in or on **Your Motorcycle**;
5. any consequential loss that occurs because **You** or any **Named Driver** cannot use **Your Motorcycle**;
6. any intentional act or omission by **You** or by any person acting with **Your** actual or implied approval;
7. any mechanical or electrical **Breakdowns**, other failures or breakage;
8. any ignition or explosion caused by **You**;
9. any depreciation, betterment or any deterioration, wear, tear, rust, decolourisation, erosion or other forms of corrosion, inherent vice of **Your Motorcycle** or loss of the value of **Your Motorcycle**;
10. any factors beyond **Our** control such as the unavailability of parts and accessories;
11. any repairs carried out without **Our** prior written consent unless the repair amount is within the "Repairs Authorised by **You**";
12. any repair or replacement of a whole set, such as wheels, where the loss or damage is to only part of that set;
13. any personal belongings in or on **Your Motorcycle**;
14. any loss or damage caused by process(es) of cleaning, restoring, altering, maintaining, repairing or defective workmanship;

15. any action taken by a government or public authority or anybody authorised by any government or any public authority;
16. any war, invasion, acts of foreign enemies, hostilities or war-like operations (whether war be declared or not), civil war, rebellion, commotion, strike, revolution, riot, affray, insurrection, martial law or military or usurped powers, any detention, seizure or lawful possession, confiscation or any attempt threat.
17. any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence of the loss. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This **Policy** also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of terrorism. If **We** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
18. any contamination or pollution or ionising radiation by chemical, biological or nuclear or radioactive agents, weapons or materials or any fuel or from any nuclear waste from the combustion of nuclear fuel, including any self-sustaining process of nuclear fission;
19. any loss damage or liability directly or indirectly caused by or contributed to or arising from nuclear weapon materials, nuclear reaction, nuclear radiation irrespective of whether other causes have contributed to the claim;
20. any data, software or computer programmes installed in **Your Motorcycle** resulting in an impairment, improvement or alteration in the function, ability and parts of **Your Motorcycle**;
21. any liability which is agreed between **You/Named Driver** and a third party, without the prior written agreement and authorisation by **Us**;
22. Sanction Limitation and Exclusion Clause: Under no circumstances shall this insurance contract be deemed to provide cover and no liability be incurred 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 **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; or

23. any judgments which are not in the first instance delivered by or obtained from a court of competent jurisdiction of Hong Kong Special Administrative Region.

5(B) Specific Exclusions

....Applicable to Section 3 (A) Core Cover (II) Liability to other people and other people's property

We shall not be liable for:

1. death or bodily injury sustained by **You, the Main Driver and/or the Named Driver** who is driving **Your Motorcycle**;
2. death or bodily injury sustained by any person employed by **You, the Main Driver** or any **Named Driver** if such death or bodily injury arises out of and/or in the course of such employment; or
3. any loss or damage of items/ property belongings to or held in trust by or in the custody or control of any person or member of the same household of any person (including **You, the Main Driver and/or any Named Driver**) on or in **Your Motorcycle**.

....Applicable to Optional Benefit 4 (B) Personal Accident

We do not pay for bodily injury or death which is directly or indirectly wholly or in part arising or resulting from or traceable to:

1. intentional self-injury, suicide (whether felonious or not), attempted suicide, physical or mental defect or infirmity; or
2. an **Accident** which occurs when the **Main Driver or Named Driver** was under the influence of intoxicating drugs or alcohol.

Section 6. How to make a claim

If an **Accident** hence loss occurs which may lead to a claim being made under **Your Policy**, **You** have to:

1. report to the Police immediately;
2. report to **Us** as soon as possible. In any event, written notice with full particulars must be given to **Us** within **seven (7) days** from the date of the **Accident** or **Breakdown of Your Motorcycle** or discovery of damage. Without prejudice to the generality of the foregoing provision of this sub-clause, for own damage claim of Your motorcycle, a formal statement of claim or repair quotation must be submitted to **Us** within **seven (7) days** from the date of the aforesaid incidents;
3. do everything **You** can to minimize and prevent aggravation of the loss, damage or injury;
4. forward immediately any correspondences or documents from any involved parties to **Us** for **Our** further handling, including any demand, impending prosecution, fatal inquiry, court proceedings or offers of settlement;

5. give **Us** any information and assistance **We** may need in handling the claim, including court attendance; and
6. allow **Us** to examine and inspect the damage before repairing **Your Motorcycle**.

All **Accidents** have to be reported to **Us** in writing with full particulars no matter **You** intend to claim under **Your Policy** or not, even if:

- there is no visible damage
- the damage is small and **You** intend to pay the repair cost
- **You** intend to claim from other insurers or third parties
- **You** consider that **You** are not to be blamed for or has not contributed to the occurrence of the **Accident**

You can contact **Us** by e-mail or phone in relation to other queries. More information concerning what to do in the event of an **Accident** can be found on **Our** website www.wli.com.hk.

Please inform **Us** if **You** would like someone else to deal with **Your Policy** or claim on **Your** behalf. In some exceptional cases, **We** may also deal with other people on **Your** behalf, with **Your** consent. If at any time **You** would prefer **Us** to deal with **You** only, please let **Us** know.

Important Notes on Claims

1. **You** must not admit liability for or negotiate to settle any claim without **Our** consent
2. **We** are entitled but not obliged to represent **You**, or any other person covered by **Your Policy** to take over and carry out the negotiation, defence or settlement of any claim at **Our** full discretion
3. **We** are entitled to represent **You** at any inquest or official inquiry
4. If **We** pay **Your** claim, **We** have the right to take legal action in **the** name of **You**, the **Main Driver** and/or **Your Named Driver(s)** 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
5. 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**, the **Main Driver** and/or **Your Named Driver(s)** by another person.
6. If **We** decide not to continue to conduct the defence or settlement of a claim, **We** will not be responsible for any damage, loss, costs or expenses incurred by **You** or by any other person as a result of **Our** decision.

Section 7. Your responsibility

7(A) What You have to do

About Your Policy

It is a condition precedent to the liability of **Us** under this insurance that **You**, the **Main Driver** and all **Your Named Driver(s)** shall observe any terms and conditions of **Your Policy** and/or **Amendment** relating to anything to be done or not to be done or to be complied with by **You** or any other person claiming to be indemnified; and that **You** give **Us** true and complete information **You** know or ought to know when applying for **Your** insurance cover.

You have to provide all documents requested by **Us**.

When **We** agree to insure **You**, to renew or vary **Your Policy**, or to pay **Your** claim, **Our** decision is based on the accuracy of the information **You** have given **Us** which must be complete, true, with full disclosure of all relevant details including information about:

- **You**;
- any other people who drives or will drive **Your Motorcycle**;
- **Your Motorcycle**;
- the driving and insurance history of **You** and any other people who drives or will drive **Your Motorcycle**; and
- any events involving **Your Motorcycle** that result in a claim on **Your Policy**.

You must inform **Us** immediately if:

- there is any material change in **Your Motorcycle** or in the nature of the risk;
- **You** no longer own or have an interest in **Your Motorcycle**; and/or
- **You** take out any other insurance which covers **Your Motorcycle** or for liability against similar risks;

If **You** fail to comply with any of the above, **Your** claim could be reduced or refused by **Us**. **We** could also cancel **Your Policy** and treat it as if it had never existed. In addition, **We** could seek to recover any costs **We** have incurred.

About renewal

In order to offer **You** continuing cover on **Your Policy**, **We** may renew **Your Policy** at a **Premium** and on terms determined by **Us**. **You** should note that **We** can only consider 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**.

If **You** have selected the auto-renewal option when **You** join **Us** and have not provided any update on the policy to **Us**, **We** are entitled to assume the

details provided by **You** have not changed. In addition, **We** assume that **You** have the consent of the credit card holder regarding the payment. The payment will be collected 14 days prior to the expiry date of **Your Policy**.

You may opt out of the auto-renewal option at any time by informing **Us** through email or by calling **Us** at least 21 days before the expiry date of **Your Policy**.

About Your Motorcycle

You must take reasonable precautions at all times to prevent an **Accident** or loss of or damage to **Your Motorcycle**.

In addition, **You**, the **Main Driver** and any **Named Driver** have to do all of the following:

- keep **Your Motorcycle** in a safe position;
- keep **Your Motorcycle**, its permitted and covered accessories and spare parts in good, efficient and roadworthy condition;
- take all reasonable steps, including securing **Your Motorcycle** and **Your Motorcycle** keys or remote lock release mechanism, to safeguard **Your Motorcycle**;
- make sure the anti-theft alarm system fitted in **Your Motorcycle**, if any, should have been put into full and effective operation at all times when the **Motorcycle** is unattended, and at all other appropriate times;
- in the event of an **Accident** or **breakdown**, **Your Motorcycle** must not be left unattended without proper precautions;
- comply with all relevant laws, regulations and requirements of any public authorities; and
- allow **Us** free and full access to examine **Your Motorcycle** or any part of it and **interview You**, the **Main Driver** and any of **Your Named Driver** involved in the incidence.

About Your Premium Payment

It is **Your** responsibility to pay to **Us** **Your** required premium in full. Failure to pay will trigger cancellation of **Your Policy** and no indemnity/benefits will be payable.

7(B) What You must not do

When an **Accident** occurs which might lead to a claim being made against **Us** by **You** or any other person, **You**, the **Named Driver** and any **Named Driver** must not, without **Our** authorisation, do any of the following:

- admit fault or liability to anyone else or negotiate, pay or settle a claim with anyone else.
- drive **Your Motorcycle** after it is damaged before necessary repairs have been carried out. In such event, **We** will not be liable for any further damage;
- carry out repairs to **Your Motorcycle** beyond the authorised repair **Limit** or dispose of any damaged property before **We** have had the opportunity to inspect it; or

- Withdraw **Your** claim once repair work of **Your Motorcycle** has commenced.

Section 8. Policy changes and cancellation

8(A) Policy changes

.... by You

You must inform **Us** in writing within 7 days if there are any material changes regarding:

- **Your** personal information
- any other person who drives or will drive **Your Motorcycle**;
- **Your Motorcycle**;
- Number of **Accidents**/ claims not covered by **Us**;
- **Your** Offence point record;
- use of **Your Motorcycle**; and/or
- **Your** coverage.

All changes are subject to **Our** approval. If **We** accept a change, **We** will confirm it in writing to **You** or make necessary changes in **Your Policy Schedule** and/or **Certificate of Insurance**.

We will refund to **You** or collect from **You** the **Premium** if the difference or aggregate **Premium** calculated from **Your** requested date plus notification period (if applicable) exceeds the amount of \$50.

The changes **You** request will only take place when **We** have confirmed them and **You** have paid the required additional **Premium**.

Failure to provide the correct information of any changes to **Us** could adversely affect **Your Policy** including the invalidation of **Your Policy** or claims being rejected or not fully paid.

....by Us

We may change the terms and conditions of **Your Policy**, including the **Premium** payable. **We** will notify **You** of any changes at least 7 days before such changes become effective.

We may also change any terms and provisions under **Your Policy** upon renewal, such that the change will be effective from the next **Period of Insurance**. **Your** continued payment of the **Premium** after **We** have given **You** notice of any changes to **Your Policy** will mean that **You** have accepted such changes.

8 (B) Policy cancellation

1. **We** may cancel this **Policy** by giving seven (7) days' notice by email to **You** at **Your** last known email address or by registered letter to **You** at **Your** last known address.

You may also cancel this **Policy** on seven (7) days' notice provided no claim has arisen (whether reported, outstanding or paid, for core cover or optional benefits) during the current **Period of Insurance** and all **Your** premium due

been fully settled. The current **Certificate of Insurance** has to be returned to **Us** on or before the date of cancellation in accordance with legal requirement of Hong Kong Law.

Upon cancellation, **We** will return any proportionate part of the **Premium** for the unexpired **Period of Insurance** to **You** after deduction of an administration fee of \$600 subject to adjustment as may be displayed at **Our** website at the time of cancellation. No refund will be payable if the refund premium is less than \$50.

Should there be any non-disclosure and/or misrepresentation, whether out of omission or intentionally, in **Your** arrangement of policy and/or handling of claim, **We** have the right to cancel **Your** Policy from inception. In such circumstance, **We** will charge **You** an administration fee of \$1,000 and treat **Your Policy** as if never exists.

2. **We** may exercise **Our** right to cancel the Policy in case
 - a. **We** have a reason to believe that **Your Motorcycle** is being driven by a person who is under 25 years of age and/or has not held a valid driving licence for a period of two (2) years or more;
 - b. **You**, the **Main Driver** and any **Named Driver** commits reckless or careless driving or similar offence.

Section 9. Important Conditions about Your Policy

9 (A) Other insurance

If **You** have other insurance which covers the same liability, loss or damage as **Your Policy** at the time of the **Accident**, **We** shall only pay **You** or contribute no more than **Our** rateable proportion of **Your** claim which is not covered by **Your** other insurer. **We** have no obligation to pay **You** any amount under **Your Policy** if **You** are entitled to indemnity under any other insurance policy.

If **You** have purchased two (2) or more policies with **Us** which overlap in the **Period of Insurance**, only the first policy with the earlier **Period of Insurance** will apply to the loss, damage claimed by **You**.

9 (B) Avoidance of Certain Terms and Rights of Recovery

If **We** are obliged by the laws, including Motor Vehicles Insurance (Third Party Risks) Ordinance (Cap. 272) or any other applicable laws, within the **Covered Area** or by virtue of any agreement between **Us** and The Motor Insurers' Bureau of Hong Kong to pay an amount for which **We** would not otherwise be liable under this **Policy**, **You** or any

other person on whose account the payment is made shall forthwith repay such amount to **Us**.

9(C) Interest of other persons

You are not allowed to transfer or assign **Your** interest in **Your Policy** to any other person.

You must tell **Us** if anyone else has an interest on **Your Motorcycle** (such as hire purchase or leasehold interests) in **Your Policy** for obtaining written acceptance, endorsing and amending **Your Policy**. **You** acknowledge and agree to **Our** transfer of **Your** personal information to the related interest party for necessary proceeding or servicing of **Your Policy**. However, such acceptance does not make **You** an agent or trustee for them or results in an assignment of **Your** rights and interests to them.

If the interested party is the hire purchase owner and specified in the **Policy Schedule** or **Amendment**, any payment in cash by **Us** in respect of loss or damage to the **Motorcycle** shall be made to that hire purchase owner specified whose receipt shall be a full and final discharge of all **Our** related liability. Under all circumstances, indemnity to the **Motorcycle** shall be based on reasonable **Market Value** at the time of loss or damage.

9(D) Dispute Resolution

We are committed to providing **You** with quality insurance products and services, however any dispute, controversy, difference or claim arising out of or relating to **Your Policy**, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to the Hong Kong Mediation Council for mediation in accordance with its guidelines. **You** and **Us** agree to take part in the mediation in good faith and undertake to honour the terms of any settlement reached through the mediation.

If any dispute, controversy, difference or claim arising out of or relating to **Your Policy** is not referred to mediation or if mediation fails, the dispute, controversy, difference or claim arising out of or relating to **Your Policy**, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and determined by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The parties shall jointly appoint one (1) arbitrator. If the parties fail to agree upon the choice of one (1) arbitrator within one (1) month from the date of the Notice of Arbitration, then the choice of one (1) arbitrator shall be referred to the Chairman for the time being of the HKIAC. The law of this arbitration clause shall be the law of the Hong Kong Special Administrative Region. The seat of arbitration shall be the Hong Kong

Administrative Region. The arbitration proceedings shall be conducted in the English language.

It is expressly stipulated that it is a condition precedent to any right of action or suit upon **Your Policy** that an arbitration award shall be first obtained.

If **We** disclaim liability to **You** for any claim under **Your Policy** and such claim is not, within twelve (12) calendar months from the date of such disclaimer, have been referred to arbitration under the provisions of this policy document then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Subject to the mediation and arbitration clause above, **Your Policy** is subject to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region and is to be construed according to the laws of the Hong Kong Special Administrative Region.

9(E) What to do if You are not satisfied

We make every effort to provide a good standard of service to all **Our** policyholders. If on any occasion **Our** service falls below the standard **You** would expect **Us** to meet, **You** may

- submit **Your** feedback to **Our** manager in charge of the matter **You** are raising; or
- if subsequent to above, **You** require further assistance then please write to:

Chief Executive Officer
Well Link General Insurance Company Limited,
Units 16-18, 11/F., China Merchants Tower,
Shun Tak Centre,
168-200 Connaught Road Central,
Sheung Wan, Hong Kong

An acknowledgement that **Your** complaint has been received will be sent to **You** and **Your** complaint will be investigated.

*Important – Please remember to quote **Your** Policy reference in any communication*

- End -

Personal Information Collection Statement ("Statement")

Well Link General Insurance Company Limited 立橋保險有限公司 (referred to hereinafter as "We", "Us", "Our") is a member of Well Link Group with associated, affiliated and subsidiary members companies as added from time to time (referred to hereinafter as "Our Group" or "Well Link Group"). We recognize Our responsibilities in relation to collection, holding, processing, use, transfer, disclose and/or share of personal data under the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong) (the "PDPO"). Personal data will be collected only for lawful and relevant purposes and all practicable steps will be taken to ensure that personal data collected by Us is accurate and secure.

Purpose of Collection

From time to time, it is necessary for you to supply Us personal information about yourself, policyowner, life insured, beneficiary and/or other relevant individuals in connection with our provision of products and services. Provision of the personal information to Us is voluntary. However, failure to supply such information may result in Us not being able to process your case and/or provide you or continue to provide you with insurance products and services you have applied for.

We may also collect, use, store, process, transfer, disclose or share Your personal data (including credit information and claims history) for purposes including but not limited to:

1. ensuring that content from Our website is presented in the most effective manner for you and for Your computer;
2. enabling Us to communicate with You, respond to Your queries and to verify your identity;
3. identifying policies of insurance issued by Us for which you may be eligible and to provide you with quotes;
4. assessing, processing any application for policies of insurance that you make and administering and carrying out variations, cancellations, endorsements or renewals of insurance products as the case may be;
5. assisting in the issuance, administration and processing, arranging coinsurance and/or reinsurance of your insurance policies, payment instruction, policy renewal notice and relating services;
6. assessing and processing claims and purposes in connection with claims, including claims investigation and settlement, detecting and preventing fraud (whether or not relating to the products or services provided by Us and/or Our Group);
7. exercising rights of subrogation (if applicable) and collection of amounts outstanding (if any);
8. matching any data held which relates to you from time to time for purposes as listed here;
9. conducting market research for statistical or other purposes to allow Us to improve our products and services for you and designing products/services for You;
10. carrying out Our obligations arising from any contracts entered into between you and Us and other purposes in connection with the provision of any of Our products and services to you, including Policy underwriting, servicing and administration;
11. promoting, managing, conducting and direct marketing the insurance products and services of Well Link General Insurance Company Limited 立橋保險有限公司 and Our Group;
12. direct marketing of products and services and other subjects as described under the heading "Direct Marketing" below subject to your prior prescribed consent (if any), and you can exercise the right of opt-out by notifying Us at any time;
13. allowing you to participate in interactive features of Our service, when you choose to do so;
14. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within Us and Our Group;
15. using or making disclosure as required by any applicable law, rules, regulations, codes of practice or guidelines or to assist in law enforcement purpose, investigations by police or other government or regulatory authorities or bodies in Hong Kong or elsewhere and complying with the laws of any applicable jurisdiction in sanctions or prevention or detection of money laundering, terrorist financing, fraud or other unlawful activities within or outside Hong Kong; and
16. other purposes notified to you on or before the time of collection or use.

Data Transfer

Personal data held by Us will be kept confidential but We may, for the purposes set out above, disclose and transfer your personal data to or from:

- any agent, contractor or third party who provides technology or other services to Us including direct marketing services, payment, data processing, website hosting, administrative and/or other services to us in connection with company's operations and provision of Policy administration and insurance services, including but not limited to insurance intermediaries, reinsurers, loss adjusters, claims investigations companies, lawyers, accountants, hospitals, healthcare entities, other insurance companies, financial institutions and credit card companies, credit reference agencies and debt collection agencies etc. in Hong Kong or elsewhere and who has a duty of confidentiality to the same;
- organizations that consolidate claims and underwriting information for the insurance industry, fraud prevention organizations, other insurance companies (whether directly or through fraud prevention organization or other persons named in this section), the police and databases or registers (and their operators) used by the insurance industry to analyse and check information provided against existing information.
- related insurance industry associations/federations and their members
- any member of the Well Link Group, Our associates and business partners
- organizations conducting actuarial or research studies;
- government, judicial, law enforcement, tax authority (where applicable) or competent regulatory bodies or any person to whom we are under a legal and/or regulatory obligation to make disclosure; and
- other persons as notified to you on or before the time of collection or use,

in each case both within and outside of Hong Kong. Where We transfer your personal data outside of Hong Kong. We will ensure that the recipient of your personal data has in place policies, procedures, suitably secure servers and other measures at least equivalent to Our own.

Direct Marketing

We may, from time to time, use, disclose or transfer your name and contact details (including but not limited to telephone number, email address, postal address, services and products portfolio, financial and demographic data) ("Relevant Personal Data") to Well Link Group and Our associates and business partners (whether for gain or not) for their use for the purposes of conducting direct marketing (including but not limited to providing reward, loyalty or privileged programs) in relation to the following classes of products and services that We, Our Group and Our associates or business partners may offer:

- Insurance, banking, financial, securities, assets management and related product and services;

- Products and services in relation to health, wellness and medical, food and beverage, sporting activities and membership, travel and transportation, social networking and media.

We and Well Link Group intend to send you marketing communications or material and use, disclose or transfer your Relevant Personal Data in accordance with the paragraphs above for direct marketing purpose and We cannot do so without your consent (which includes an indication of no objection).

You may exercise your right to withdraw your consent to the use, disclose or transfer your Relevant personal data by Us to a third party for direct marketing purposes, and if you choose to exercise such right, We shall cease to use, disclose or transfer your personal data for such purposes, save and except for the purpose of Policy renewal and related services. If you object to Our intended use, disclosure or transfer of your Relevant Personal Data for direct marketing, please indicate in the following "Use and Disclosure of Your Relevant Personal Data" section (or where specified at the time of collection) or you may write to Us to opt out from or withdraw your consent to direct marketing at any time.

Policy Renewal and Related Services

In order to ensure that you have continuance insurance cover, We shall at appropriate timing provide you with Policy renewal notice and related services. Such services may entail use of your personal data, and have been expressly listed as one of the purposes for collection of your personal data hereinabove. If you subsequently opt not to receive any renewal notice, you must bear the risk of failing to have your insurance renewed on time.

Access Requests

You have the right in accordance with the PDPO to request access to and correct your personal data held by Us. If We do not provide you with access, We will provide you with reasons for the refusal and inform you of any legal exceptions relied upon. If you wish to access or correct your personal data held by Us, please contact Us using the information below. your request to provide information will be dealt with in a reasonable time and We may recover from you our reasonable cost for processing your request and supplying the information to You. Any questions, comments and requests regarding this Statement and our Privacy Policy Statement should be addressed in writing to:

Data Protection Officer
Well Link General Insurance Company Limited
Units 16-18, 11/F., China Merchants Tower, Shun Tak Centre,
168-200 Connaught Road Central, Sheung Wan, Hong Kong

Security

All information you provide to Us is stored on Our secure servers and, are maintained, controlled, protected and retained for either the period of Our business relationship or, for the requisite retention periods as stipulated in any contractual arrangements or applicable laws (whichever is later). Any payment transactions and all pages that require personal information will be processed in secured way.

Privacy Policy Statement

Our Privacy Policy Statement is available at Our website, which includes Our Personal Information Collection Statement and details of Our Cookie Policy.

Reservation of Rights

We reserve Our rights to vary or amend this Statement and our Privacy Policy Statement at any time and at Our sole and absolute discretion to ensure that this Statement and Our Privacy Policy Statement is consistent with Our future developments, industry trends and/or any changes in legal or regulatory requirements.

My acknowledgment

You acknowledge and accept that your use of Our website and/or Our product(s) and service(s) indicates your acceptance of Our website terms of use and of Our security and privacy statement including this Statement.

This is Our current security and privacy statement. It replaces any previous security and privacy statement published on Our website. We are under no obligation to specifically notify you of any variation to this Statement or any other security and privacy statement.

YOU AGREE AND ACCEPT, BY your USE OF OUR WEBSITE and/or OUR PRODUCT(S) AND SERVICE(S), OUR SECURITY AND PRIVACY STATEMENT INCLUDING THIS STATEMENT.

Similarly, after any variation to this Statement and Our security and privacy statement, you agree and accept that We have provided you with sufficient notice of the variation and you are taken to have accepted every such new Statement and security and privacy statement.

*In event of any inconsistency between the English version and Chinese version, the English version shall prevail.