



中国太平
CHINA TAIPING



Policy

Private Car

中國太平保險(英國)有限公司
CHINA TAIPING INSURANCE (UK) CO LTD

Authorised and regulated by the Financial Services Authority

China Taiping Insurance (UK) Co Ltd. are members of the Association of British Insurers (ABI)

Registered Office: The Communications Building, 48 Leicester Square, London WC2H 7LT. Registered in England No. 1766035

PRIVATE CAR POLICY

Insurance has been effected between us, China Taiping Insurance (UK) Co Ltd. and you our policyholder and this document read in conjunction with your Certificate of Motor Insurance and Schedule is evidence of that insurance.

The Company will provide insurance in respect of accident injury loss of damage occurring in Great Britain, Northern Ireland, The Isle of Man and The Channel Islands.

The information and statements provided in the Proposal Form and the Declaration which you have made have been relied upon by us in entering into this insurance.

Please examine it to make sure you have the protection you need.

On behalf of China Taiping Insurance (UK) Co Ltd,
Authorised Insurer



General Manager

ABOUT OUR SERVICE

You should read this Policy in conjunction with the enclosed Schedule and Certificate and its conditions carefully. If it is incorrect in any respect, you should return it immediately. This policy is not transferable without the Company's consent.

Our aim at China Taiping Insurance (UK) Co Ltd. is to provide you with the insurance cover you require, and the best possible service, particularly in the settlement of claims.

We appreciate however, that difficulties may arise in such matters, and if you have any criticism of the service afforded to you, we would wish to be advised, and hopefully resolve any problems you may have.

If you are therefore dissatisfied with any of our service, please contact:

The Chief Executive
China Taiping Insurance (UK) Co Ltd
The Communications Building
48 Leicester Square
London
WC2H 7LT

Telephone: 020 - 7839 1888
Facsimile: 020 - 7839 1188

where your complaint will be acknowledged and investigated immediately. It would greatly assist if you would give your Policy Number in any communication.

Should you remain dissatisfied you may approach:

Financial Ombudsman Service
South Quay Plaza,
183 Marsh Hall,
London E14 9SR.

Making a complaint will not prejudice your rights to take legal proceedings.

PRIVATE CAR POLICY

This Private Car Policy is a contract of indemnity between us and you our Policyholder.

We will provide insurance in the terms set out in this Policy during any period of Insurance for which we have accepted your premium.

The effective schedule specifies those Sections or Sub-Sections of the Policy which apply (subject to the General Exceptions, the Conditions and any Endorsement to the Policy).

English Law applies to this contract.

DEFINITIONS

We/Us/The Company

China Taiping Insurance (UK) Co Ltd.

You/The Policyholder

The Person(s) named in the schedule.

Schedule

Details of the Policyholder, Company, The Insured Vehicle, Cover and Premium.

Certificate of Motor Insurance

Evidence of the existence of Motor Insurance as required by law.

The Insured Vehicle

The vehicle in respect of which:

- a) details have been supplied to the Company and
- b) a current Certificate of Insurance detailing the Index Mark and Registration Number has been delivered to you.

Period of Insurance

The duration of this Policy as shown in the Schedule, and any further period for which we accept your Premium.

Indemnity

A legal principle which provides that you are placed as near as is possible in the same position after a loss, as you occupied immediately before the loss.

Market Value

The cost of replacing your vehicle with another of similar make, model, age, condition, at the date of loss.

Policy Value

The value of the Insured Vehicle as last advised to the Company.

Excess

The part you must pay of the cost of any claim for damage to your vehicle.

Those indicated under a section will be in addition to any other excess which may apply under any other section.

Spouse

Your legally married partner.

Great Britain

England, Scotland and Wales.

SECTION 1 - LIABILITY TO OTHERS

Cover Provided for You

We will indemnify you, or your legal personal representative, against your legal liability, arising from any accident involving:

1. the Insured Vehicle, or
2. any other vehicle which your certificate of Motor Insurance permits you to drive or use, or
3. any trailer or disabled vehicle which is being towed at any one time
for
 - a) death of, or bodily injury to, any person,
 - b) damage to property.

We will pay all costs and expenses incurred with our written consent.

Cover Provided for Other Persons

In the same way we will, at your request, indemnify the following other persons, as if they were you:

- a) any person you allow to drive the Insured Vehicle, as permitted by your Certificate of Motor Insurance.
- b) any person using (but not driving) the insured Vehicle, with your permission, for social, domestic and pleasure purposes.
- c) passengers travelling in, or getting into or out of the Insured Vehicle.
- d) your Employer, while you are driving or using the Insured Vehicle on their business, provided it is not owned by, hired or leased to your Employer.
- e) your spouse's Employer, while your spouse is driving or using the Insured Vehicle on their business, provided it is not owned by or hired to or leased to the Employer.
- f) the legal personal representative of any deceased person covered under this Section, in respect of the liability incurred by such deceased person.

SECTION 1 does not cover:

- i) liability for damage to the Insured Vehicle or any other property owned by or in the possession of any person indemnified by this Section.
- ii) liability covered by any other insurance.

Legal Costs and Expenses

We may provide legal representation:

- a) to defend you or, on your request, any other person entitled to indemnity, on a charge of manslaughter or causing death by dangerous or reckless driving.
- b) at any Coroners Inquest or Fatal Inquiry.

At our option we will provide a Solicitor to represent you, or the person driving the Insured Vehicle, in any Court of Summary Jurisdiction, in connection with any incident which might involve legal liability under this policy.

Emergency Treatment

We will meet the cost of any emergency treatment as required by the Road Traffic Acts. A payment under this clause will not affect your No Claim Discount (Section 6) or count as a claim under Protected No Claim Discount (Section 7) if applicable.

Compulsory Cover Abroad

We will provide the minimum compulsory insurance required to enable you to use the Insured Vehicle in:

- a) any country that is a member of the European Community.
- b) any other country which the Commission of the EC approves as meeting the requirements of Article 7(2) of the EC Directive on Insurance of Civil Liabilities arising from the use of Motor Vehicles (No.72/166/CEE)

SECTION 2 - FIRE OR THEFT

We will indemnify you against loss of or damage to the Insured Vehicle, and its accessories and spare parts whilst in or on the Insured Vehicle, or in your private garage, caused by fire, lightning, explosion, theft or attempted theft.

If a premium discount is given in consideration of the fitting of an approved security device then indemnity will not be available in respect of loss or damage to the Insured Vehicle directly, or indirectly due to theft unless that device was fitted and fully functional at the time of theft.

The Excess

We shall not be liable for the first amount of any claim under this section as specified in the Schedule. This excess will not apply if the vehicle is in a locked garage at the time of the loss.

SECTION 3 - WINDSCREEN DAMAGE

If the only claim you make is for:

- a) replacement of a broken windscreen or window(s) of the Insured Vehicle, or
- b) repair to a damaged windscreen or
- c) scratching of the bodywork caused solely by this breakage

Your no claim discount will not be affected.

The Excess

We shall not be liable for the first amount of any claim under parts a) and c) of this section as specified in the Schedule.

SECTION 4 - ACCIDENTAL DAMAGE

We will indemnify you against damage or malicious damage to the Insured Vehicle, and its accessories and spare parts whilst in or on the Insured Vehicle, or in your private garage.

The Excess

We shall not be liable for

- a) The first amount of any claim under this section as specified
- b) In addition, while the Insured Vehicle is being driven by, or is in the charge of a young or inexperienced person the excesses in the following table will apply.

Age of driver or person in charge of vehicle	Excess
Under 21	£250
21-24 (inclusive)	£150
25 or over (inexperienced)	£150

The expression "inexperienced" means a person who has not held a full driving licence issued in Great Britain, Northern Ireland, The Isle of Man or the Channel Islands for at least 12 months.

These excesses do not apply while the Insured Vehicle is in the custody of or control of a member of the Motor Trade for the purpose of its' overhaul, upkeep or repair (Section 9 - Servicing or Repair).

Basis of Claim Payment applicable to Sections 2 and 4

We will at our option, pay either:

- a) for the cost of repair of the Insured Vehicle, or
- b) for the cost of replacement of the Insured Vehicle, or
- c) the amount of the loss or damage.

Any claim payment will not be for more than the Market Value, or for the Policy Value, of the Insured Vehicle, whichever is the less.

Prior to any repairs being undertaken you must notify the Company, and provide a written estimate.

The maximum amount payable by the Company in respect of any claim for loss or damage shall be the market value of the vehicle immediately prior to such loss or damage except that if on an occasion during the period of one year after the date of the first registration of the vehicle as new

- a) the Vehicle is lost by theft and not recovered within 28 days of the loss being reported to the Company
- b) damage within the meaning of this Policy is caused to the Vehicle to an extent greater than 50% of the list price (inclusive of tax) of the Vehicle at the time of such damage.

Replacement With New Car Option

The Company will in lieu of making a monetary payment and subject to the consent of the Insured and of other interested party known to the Company replace the Vehicle with a new vehicle of the same manufacture and model subject to the availability thereof and in such an event the Company shall become entitled to possession and ownership of the lost or damaged vehicle.

If the vehicle is disabled by reason of loss or damage insured under this policy the Company will bear the reasonable cost of delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands stated herein.

Clauses Applicable to Sections 2 and 4

a) Towing and Delivery Costs

If the Insured Vehicle is disabled as a result of damage covered under Sections 2 or 4, we will pay the reasonable cost of protecting it and removing it to the nearest repairer.

b) Hire Purchase and Leasing Agreements

If the Insured Vehicle is the subject of a hire purchase or leasing agreement, any claim payment will be made to the legal owner.

c) Audio Equipment

Our liability under Sections 2 and 4 in respect of any claim for loss of or damage to Car Radios, CD or Cassette Players, or the like shall not exceed for any one occurrence the sum of £500 unless otherwise stated.

Exceptions to Sections 2, 3 and 4

We do not cover:

- i) wear and tear or depreciation.
- ii) mechanical, electrical, electronic, or computer faults, breakdowns or breakages.
- iii) loss of value following repair.
- iv) loss of use.
- v) loss of or damage to the Insured Vehicle caused directly or indirectly through theft by deception.
- vi) damage to tyres by punctures, cuts, bursts or braking.
- vii) loss or damage to Telephones, Transceivers, Electronic Route Planners, CB Radios and any ancillary equipment.
- viii) repairs or replacements which improve the Insured Vehicle beyond its condition before the loss or damage.

SECTION 5 - ADDITIONAL COVER

(a) Personal Injury

If you or your spouse are injured,

- a) solely as a result of an accident involving the Insured Vehicle, or
- b) while travelling in, or getting into or out of any other Private Car,

We will pay the amount specified below for:

- | | |
|---|--------|
| i) death | £5,000 |
| ii) total and irrevocable loss of sight of one or both eyes | £5,000 |
| iii) physical severance at or above the wrist of ankle, or the permanent loss of use of one or more limbs | £5,000 |

But only if:

- a) death, loss, or loss of use occurs within three months and solely and directly as a result of the accident.
- b) the Injured or Deceased Person was not more than 70 years of age at the time of the accident.
- c) the Injured or Deceased Person complied with the law relating to the use of seat belts.

In the event of any person other than you or your spouse suffering bodily injury whilst getting into or out of travelling in the insured vehicle which results in the death of such person within three calendar months then the Company will at the request of the Insured pay the sum of £5,000 to the legal personal representative of the Deceased Person.

We do not cover death or bodily injury:

- a) caused by suicide or attempted suicide.
- b) whilst the injured person was driving under the influence of drink or drugs.

Any claim payment will not be for more than the amount shown above unless otherwise stated.

If any Motor Insurance Policy with the Company provides Personal Injury benefits, payment will be made under one Policy only.

General Condition 4 does not apply to this Section.

(b) Personal Effects

We will pay up to £100 in respect of any one occurrence for loss of or damage to personal effects when carried in the Insured Vehicle caused by:

- a) accident
- b) fire, theft, or attempted theft.

We do not cover:

- i) money, stamps, tickets, documents or securities.
- ii) goods or samples carried in connection with any trade or business.
- iii) property insured elsewhere.

(c) Medical Expenses

If any person in the Insured Vehicle is injured in an accident involving the Insured Vehicle we will reimburse any medical expenses incurred as a result of such injury up to an amount of £250 for each person injured.

SECTION 6 - NO CLAIM DISCOUNT

We will reduce the premium payable at renewal in accordance with our normal scales of No Claim Discount, provided no claim has been made or has arisen in the previous year of insurance.

Your No Claim Discount is not transferable to any other person.

SECTION 7 - PROTECTED NO CLAIM DISCOUNT

The renewal premium will be reduced by your No Claim Discount unless more than three claims are made or arise during four consecutive periods of Insurance when Section 6 "No Claim Discount" will operate.

Your No Claim Discount is not transferable to any other person.

SECTION 8 - FOREIGN USE

At your request, and subject to the payment of an additional premium, the Company may grant a Foreign Use Extension by which cover under the Policy will be extended to include the use of the Insured Vehicle in specified countries.

We will also cover your liability for the enforced payment of customs duty on the Insured Vehicle after temporary importation into such countries provided your liability arises as a result of any direct loss or damage covered by Sections 2 or 4 of this Policy.

SECTION 9 - SERVICING OR REPAIR

While the Insured Vehicle is in the custody or control of a member of the Motor Trade for servicing or repair, this Policy shall operate but only in so far that it relates to you. For this purpose we will ignore any driving restrictions applicable and anything to the contrary in the Limitations as to Use as defined on the Certificate of Insurance will be of no effect.

SECTION 10 - TRANSIT

We will cover any loss of or damage to the Insured Vehicle, while in transit by sea, including loading and unloading, between ports in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, or between such ports and a port in any other country for which temporary cover has been granted under Section 8 (Foreign Use), provided always that such transit is by a recognised sea route of not longer duration under normal conditions than 65 hours.

CAR SHARING

The receipt of contributions as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in the Insured Vehicle will not be regarded as constituting the carriage of passengers for hire or reward (or the use of the vehicle for hiring) provided that:

- a) the vehicle is not constructed or adapted to carry more than seven passengers (excluding the driver)
- b) the passengers are not being carried in the course of a business of carrying passengers.
- c) the total contributions received for the journey concerned do not involve an element of profit.

GENERAL CONDITIONS

1. When an accident, loss or damage occurs, you and any other person indemnified by this policy
 - a) should:
 - i) advise us in writing giving full details, as soon as reasonably possible, and complete the appropriate Motor Accident/ Theft Report Form.
 - ii) send to us unanswered and as soon as reasonably possible any letter or other document intimating that claim may be made against you or any other person indemnified under this policy by a third party.
 - iii) send to us unanswered any letter of claim or claims form immediately upon receipt.
 - iv) advise us immediately of any impending prosecution, Coroners Inquest or Fatal Accident Inquiry, involving any person covered by this Policy.
 - v) give all assistance and information we may require.
 - b) should not:

Make any admission, offer, promise or payment without our written consent.

GENERAL CONDITIONS

2. When an accident, loss or damage occurs, we will be entitled to undertake and conduct, in your name, or in the name of any other person indemnified by this Policy:
 - a) the defence or settlement of any claim.
 - b) proceedings to recover, for our own benefit, any payments made under the Policy.

3. We may cancel this Policy by sending seven days notice, by letter, to your last address known to the Company (and in the case of Northern Ireland also to the Department of the Environment for Northern Ireland). We will give a return premium for the unexpired portion of the Policy provided no claims have been made in the current period of insurance. You may cancel the policy at any time, in writing, and by returning the Certificate of Motor Insurance. Cancellation will be effective from the date of receipt by the Company of the Certificate. Provided no claims have been made, or will arise, in the current period of insurance, we will give a return of premium for the unexpired portion of the Policy on a pro-rata basis less an administration fee, or where the Policy is cancelled in the first period of insurance the Company's scale of short period charges will apply, details of which are obtainable from the Company.

Non-payment or default under the Company's monthly instalment scheme will be deemed notice of cancellation by you. In this event the Certificate of Motor Insurance shall be returned forthwith. If cancellation, non-payment or default follows an event which may give rise to a claim under the Policy, the balance of premium up until the next renewal date will be immediately due.

4. If at the time of any event resulting in a claim under the policy there is another insurance in force, covering the same liability, loss or damage, we will pay only our share of the claim, except as otherwise stated in this Policy.

5. You and/or any person entitled to drive must take all reasonable steps to prevent loss or damage and to maintain the Insured Vehicle in an efficient and roadworthy condition.

We must have free access to examine the Insured Vehicle at all times.

6. Where we have accepted a claim but there is a disagreement over the amount due to you, the matter shall be referred to an Arbitrator appointed in accordance with statutory provisions. Where a disagreement is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

7. No payment will be made in terms of the Policy and the Company shall be under no liability thereunder in the respect of any claim where:
 - a) the claim is fraudulent or wilfully exaggerated, or
 - b) false declarations or statements are made in support of such claim, or
 - c) false or invalid documentation of any nature is submitted in support of such a claim.

8. We will only provide the insurance described in this Policy if:
 - a) any person claiming indemnity has complied with all its terms, conditions and endorsements, and
 - b) the declaration and information given in the Proposal Form is complete and correct to the best of your knowledge and belief.

9. If we are obliged to make a claim payment solely because of the compulsory insurance law in any country in which the Policy applies, and which otherwise we would not have been liable to pay, we reserve the right to recover that amount from you and/or any person who incurred liability.

GENERAL EXCLUSIONS

This Policy does not cover:

- (1) any accident, loss, damage or liability when any vehicle covered by this Policy is:
 - a) being used other than in accordance with the Limitations as to Use defined on the Certificate of Insurance or towing a trailer or disabled vehicle except as allowed under Section 1.
 - b) being driven by any person who does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
 - c) being driven by any such person who does not conform to the conditions of the driving licence held.
 - d) being driven by, or is in the charge of for the purpose of being driven by, any person not permitted by Certificate of Insurance to drive the Insured Vehicle.
 - e) being used on that part of the aerodrome, airfield or airport provided for the take-off and landing of aircraft or the movement of aircraft on the surface (except for employees of the Ministry of Defence whilst using the vehicle on MoD property).

- (2) Any consequence (except so far as is necessary to meet the requirements of the Road Traffic Acts) of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

- (3) Any accident, injury, loss or damage (except under Section 1) arising during (unless you can prove it was not caused by) or in consequence of:
 - a) earthquake, or
 - b) riot or civil commotion occurring elsewhere than in Great Britain, the Isle of Man or the Channel Islands.

- (4)
 - a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss,
 - b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from :
 - i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - iii) pressure waves caused by aircraft and other aerial devices.

- (5) Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

- (6) Any claim arising beyond the limits of Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands except as otherwise provided in Section 8 (Foreign Use), Section 10 (Transit) and Compulsory Cover Abroad as defined in Section 1.

- (7) The cost of replacing a car or part of a car which fails to operate due to the Millennium-related defect.

- (8) Loss due to theft of the vehicle or its contents whilst the vehicle is left unlocked and unattended or if the ignition keys are left in the vehicle

London Office

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