大新保險
DAH SING INSURANCE

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MOTOR CYCLE INSURANCE PLAN

IMPORTANT - Please read this Policy carefully upon receipt and promptly request for any necessary amendments.

重要事項—當收到這份保險單時，請仔細閱讀保單內容，並提出任何必需的修訂。

(1) INSURING CLAUSE

The **Insured** and the **Company** agree:

(a) the **Proposal and Declaration** is incorporated in and is the basis of this insurance contract;

(b) the **Insured** will pay the premium specified in the **Schedule**;

(c) the **Company** will provide the insurance subject to the terms and conditions of this **Policy** in respect of any **Event** occurring during the period of insurance specified in the **Schedule**; and

(d) the following shall be conditions precedent to any liability of the **Company**:

(i) observance of the terms and conditions of this **Policy** relating to anything to be done or not to be done or to be complied with by the **Insured** or any other person claiming to be indemnified; and

(ii) the truth of the **Proposal and Declaration**.

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

(2) GENERAL DEFINITIONS

For the purposes of this **Policy**:

(a) "**Company**" means Dah Sing Insurance Company Limited

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

(c) "**Geographical Area**" means the territories of Hong Kong and includes its territorial waters for the purpose of the transit of the **Motor Cycle** by sea (including incidental loading or unloading) by a craft designed for the carriage of motor cycles.

(d) "**Insured**" means the person specified as such in the **Schedule**.

(e) "**Motor Cycle**" means the motor cycle specified in the **Schedule**.

(f) "**Policy**" means this Motor Cycle Insurance Policy the **Schedule** and any memoranda and endorsements contained herein or endorsed hereon which shall be read as one document and any word or expression to which a specific meaning has been assigned shall bear such meaning throughout.

(g) "**Proposal and Declaration**" means any signed proposal form and declaration and any information supplied by or on behalf of the **Insured** in addition thereto or in substitution therefor.

(h) "**Schedule**" means the pages attached to this **Policy** specifying the terms and details of this insurance contract.

(i) In this **Policy**, unless the context otherwise requires, the singular includes the plural and vice versa, and a reference to one gender includes a reference to the other genders.

(3) OPERATIVE INSURANCE COVER

(a) Where the "Operative Insurance Cover" in the **Schedule** is stated to be "Comprehensive ", Sections (I) and (II) of this **Policy** is operative.

(b) Where the "Operative Insurance Cover" in the **Schedule** is stated to be "Third Party", only Section (II) of this **Policy** is operative.

(4) LIMITATIONS AS TO USE OF THE MOTOR CYCLE

(a) The insurance coverage under any part of this **Policy** is operative only when the **Motor Cycle** is used in connection with the **Insured**'s business or profession or for social domestic and pleasure purposes.

(b) This **Policy** will not operate when the **Motor Cycle** is used :

(i) for the carriage of passengers for hire and reward;

(ii) for racing pace-making reliability-trial or speed-testing;

(iii) for any purpose in connection with the motor trade.

(5) INSURED DRIVER

For the purposes of this **Policy**, "Insured Driver" means any of the following:

(a) whilst the **Motor Cycle** is used in connection with the **Insured**'s business or profession, the **Insured** or any other person who is in the **Insured**'s employ and is driving on the **Insured**'s order or with his permission; or

(b) whilst the **Motor Cycle** is used for social domestic or pleasure purposes, the **Insured** or any other person who is driving on the **Insured**'s order or with his permission;

PROVIDED that the person driving holds a licence to drive the **Motor Cycle** or has held and is not disqualified from holding or obtaining such a licence, the term "licence" being taken to mean a licence or other permit required under the laws or regulations or by the licensing authority of the **Geographical Area**.

(6) SECTION (I) INSURANCE - AGAINST LOSS OF OR DAMAGE TO THE MOTOR CYCLE

(a) The **Company** will indemnify the **Insured** against loss of or damage to the **Motor Cycle** and/or its accessories and/or its spare parts whilst thereon. The **Company** may, at its option, repair reinstate or replace the **Motor Cycle** and/or its accessories and/or its spare parts or pay in cash the amount of such loss or damage.

The **Company**'s indemnity pursuant to this paragraph 6(a) is limited to :

(i) the reasonable market value of the **Motor Cycle** at the time of its loss or damage; or

(ii) the **Insured**'s Estimated Value of the **Motor Cycle** (including accessories and spare parts thereon) as specified as the Sum Insured in the **Schedule**

whichever is the lesser amount.

(b) If the **Motor Cycle** is disabled by reason of loss or damage insured by this **Policy**, the **Company** will additionally pay the reasonable cost of protection and removal of the **Motor Cycle** to the nearest repairer and redelivery after repair to the **Insured**'s address within the **Geographical Area** where the loss or damage was sustained provided that the amount recoverable hereunder shall not exceed 20% of the agreed cost of repairs to the **Motor Cycle**.

(c) In the event of loss of or damage to the **Motor Cycle** and/or its accessories and/or its spare parts necessitating the supply of a part not obtainable from stock held in the **Geographical Area** in which the **Motor Cycle** is held for repair or in the event of the **Company** exercising the option to pay in cash the amount of the loss or damage the liability of the **Company** in respect of any such part will be limited to the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the **Geographical Area** in which the **Motor Cycle** is held for repair or, if no such catalogue or price list exists, the price last obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the **Geographical Area** in which the **Motor Cycle** is held for repair and the amount of the relative import duty and the reasonable cost of fitting such part.

(7) SPECIAL CONDITIONS APPLICABLE TO SECTION (I) INSURANCE

(a) If at the **Insured**'s request a hire purchase owner has been specified in the **Schedule** or in a Memorandum endorsed hereon, any payment in cash by the **Company** in respect of loss of or damage to the **Motor Cycle** shall be made to the hire purchase owner so specified whose receipt shall be a full and final discharge of all liability of the **Company** in respect of such loss or damage.

(b) The **Insured** may authorise the repair of the **Motor Cycle** necessitated by damage for which the **Company** may be liable under this **Policy** provided that:

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

(ii) the **Company** is furnished forthwith with a detailed estimate of the repair cost; and

(iii) the **Insured** shall give the **Company** every assistance to see that such repair is necessary and the charge is reasonable.

(c) Where repair cost to the **Motor Cycle** is the subject of a claim under Section (I), the **Company** shall have a right of veto concerning a proposed place of repair or repair firm.

(8) SPECIAL EXCEPTIONS TO SECTION (I) INSURANCE

The **Company** will not be liable in respect of:

(a) consequential loss;

(b) depreciation wear and tear mechanical or electrical breakdown failure or breakage;

(c) damage to tyres unless damage is caused to other parts of the **Motor Cycle** at the same time;

(d) loss of or damage to accessories or spare parts by theft unless the **Motor Cycle** is stolen at the same time; and

(e) any claims excesses applicable to Section (I).

(9) CLAIMS EXCESSES APPLICABLE TO SECTION (I) INSURANCE

(a) In respect of any **Event** giving rise to a claim for loss of or damage to the **Motor Cycle**, the **Company** will not be liable for the first amount of such claim specified in the **Schedule** as "Own Damage Excess".

(b) The first amount of any claim for which the **Company** is not liable pursuant to paragraph 9(a) will be increased if at the time of the occurrence of the **Event** giving rise to the claim:

(i) the **Motor Vehicle** is being driven by a person under 25 years of age, by an additional amount by way of the "Young Driver Excess" specified in **the Schedule**;

(ii) the **Motor Vehicle** is being driven by a person who has not held for a period of 2 years a driving licence (other than a provisional driving licence), by an additional amount by way of the "Inexperienced Driver Excess" specified in **the Schedule**.

(c) In respect of any claim arising out of theft or attempted theft of the **Motor Vehicle**, the **Company** will not be liable for the first amount of each claim specified in the **Schedule** as the "Theft Excess".

(d) In the event of a claim under Section (I):

(i) if paragraph 9(c) is applicable, then paragraphs 9(a) and 9(b) will not be applicable;

(ii) if paragraph 9(a) and any or more of sub-paragraphs 9(b)(i) & 9(b)(ii) are applicable, the first amount of such claim for which the **Company** is not liable will be calculated cumulatively;

(iii) if the expenditure incurred by the **Company** shall include any amount for which the **Company** is not liable pursuant to paragraphs 9(a), 9(b), or 9(c), the **Insured** shall forthwith repay such amount to the **Company**.

(e) The provisions of paragraph 9(a) shall not apply to loss of or damage to the **Motor Cycle** caused by fire self-ignition lightning or explosion which arises independently and not out of any preceding accident involving the **Motor Cycle**.

(10) SECTION (II) INSURANCE - AGAINST THIRD PARTY LEGAL LIABILITIES

Subject to Policy Limits of Liability Conditions and Exceptions, the **Company** will indemnify the **Insured** and/or any **Insured Driver** against all sums including claimant's costs and expenses which the **Insured** and/or such **Insured Driver** and/or such other person shall become legally liable to pay and other costs and expenses incurred by or on behalf of the **Insured** and/or such **Insured Driver** with the **Company**'s written consent in respect of:

(a) death of or bodily injury to any person; and/or

(b) damage to property;

where such death or bodily injury or property damage arises out of an accident caused by or in connection with the **Motor Cycle** or the loading or unloading of goods onto or from the **Motor Cycle** and within the limits of any carriageway or thoroughfare the bringing of goods to the **Motor Cycle** for loading thereon or the taking away of goods from the **Motor Cycle** after unloading therefrom.

(11) POLICY LIMITS OF LIABILITY APPLICABLE TO SECTION (II) INSURANCE

(a) The **Company**'s indemnity to the **Insured** and/or any other person claiming to be indemnified under Section (II) including claimant's costs and expenses and other costs and expenses incurred by or on behalf of the **Insured** and/or such other person with the **Company**'s written consent arising out of any **Event** is limited to:

(i) HK$100,000,000 in respect of death of or bodily injury to any person pursuant to sub-paragraph 10(a); and

(ii) HK$750,000 in respect of damage to property pursuant to sub-paragraph 10(b).

Where this **Policy** insures more than one **Motor Cycle**, the limitations of the **Company**'s indemnity will nevertheless apply irrespective of the number of insured **Motor Cycles** that may be involved in the same **Event**.

(b) If the occurrence of any **Event** results in indemnity to more than one person, the limitations of the **Company**'s indemnity specified in paragraph 11(a) will apply to the aggregate of indemnity to all persons claiming to be indemnified and shall apply in priority to the **Insured**.

(c) At any time after the happening of any **Event** giving rise to a claim or a series of claims under Section (II) the **Company** may pay to the Insured and/or any other person claiming to be indemnified the respective full amount of the **Company**'s liability specified in paragraph 11(a) (after the deduction of any sum already paid) or any lesser amount for which such claims can be settled and the **Company** shall relinquish the conduct of any defence settlement or proceedings and shall not then be responsible for damages payable to the claimant and claimant's costs or for any damages alleged to have been caused to the **Insured** or such person in consequence of any alleged action or omission of the **Company** in connection with such defence settlement or proceedings or of the **Company** relinquishing such conduct nor shall the **Company** be liable for any costs or expenses whatsoever incurred by the **Insured** or by such person or by any claimant or other person after the **Company** shall have relinquished such conduct.

(12) SPECIAL CONDITIONS APPLICABLE TO SECTION (II) INSURANCE

(a) In the event of the death of any person entitled to indemnity under Section (II), the **Company** will in respect of the liability incurred by such person indemnify his legal personal representative in terms of and subject to the limitations of this insurance which apply to such person.

(b) The **Company** may at its own option and expense:

(i) arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of indemnity under Section (II); and/or

(ii) undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any **Event** which may be the subject of indemnity under Section (II).

(13) SPECIAL EXCEPTIONS TO SECTION (II) INSURANCE

The **Company** will not be liable:

(a) to indemnify any person claiming to be indemnified:

(i) unless such person shall observe fulfil and be subject to the terms and conditions of this **Policy** in so far as they can apply; or

(ii) if such person is entitled to indemnity under any other insurance policy;

(b) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by:

(i) any person (including the **Insured**) claiming to be indemnified under Section (II); or

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

(c) in respect of damage to property being conveyed by the **Motor Cycle** or to property belonging to or held in trust by or in the custody or control of:

(i) any person (including the **Insured**) claiming to be indemnified under Section (II); or

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

(d) in respect of judgments which are not in the first instance delivered by or obtained from a Court of competent jurisdiction of Hong Kong; or

(e) any claims excesses applicable to Section (II); or

(f) any loss, damage and legal liability to any aircraft damage.

(14) CLAIMS EXCESSES APPLICABLE TO SECTION (II) INSURANCE

(a) In respect of any **Event** giving rise to a claim for indemnity against liabilities for third party property damage, the **Company** will not be liable for the first amount of such claim specified in the **Schedule** as "Third Party Property Damage Excess".

(b) The first amount of any claim for which the **Company** is not liable pursuant to paragraph 14(a) will be increased if at the time of the occurrence the **Event** giving rise to the claim:

(i) the **Motor Vehicle** is being driven by a person under 25 years of age, by an additional amount by way of the “TPPD-Young Driver Excess” specified in the **Schedule**;

(ii) the **Motor Vehicle** is being driven by a person who has not held for a period of 2 years a driving license (other than a provisional driving license), by an additional amount by way of the “TPPD-Inexperienced Driver Excess” specified in the **Schedule**.

(c) In the event of a claim under Section (II)

(j) if paragraph 14(a) and any or more of sub-paragraphs 14(b)(i) and 14(b)(ii) are applicable, the first amount of such claim for which the **Company** is not liable shall be calculated cumulatively;

(ii) If the expenditure incurred by the **Company** resulting from a claim includes the amount for which the **Company** is not liable pursuant to paragraph 14(a), the **Insured** shall forthwith repay such amount to the **Company**.

(15) AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

If the **Company** is obliged by the laws of any country within the **Geographical Area** or by virtue of any agreement between the **Company** and *The Motor Insurers' Bureau of Hong Kong* to pay an amount for which the **Company** would not otherwise be liable under this **Policy** the person on whose account the payment is made (whether that person is the **Insured** or any other person) shall forthwith repay such amount to the **Company**.

(16) NO CLAIM DISCOUNT ("THE DISCOUNT")

(a) In the event of no claim being made or arising under this **Policy** during any of the periods of insurance specified below, the next renewal premium shall be reduced by the Discount specified hereunder:

Periods of Insurance	The Discount
One year	10%
2 consecutive years	20%
3 or more consecutive years	30%

(b) For the avoidance of doubt, any claim made under any part of this **Policy** during a period of insurance shall result in cancellation of the Discount specified in paragraph 16(a) notwithstanding any assertion or allegation that the **Insured** and/or the person claiming to be indemnified is not to be blamed for or has not contributed to the occurrence of the **Event** resulting in the claim under this **Policy**.

(c) In the event of a transfer of interest in the **Policy** with the **Company**'s prior consent from one **Insured** to another the claim-free period of qualification for the Discount so far as it affects the new **Insured** shall commence afresh with effect from the date of transfer, and the original **Insured** shall retain his right to the Discount earned up to the date of transfer which right is applicable to any motor insurance policy taken out by the original **Insured** on any one motor cycle within 12 months of the date of transfer.

(d) If more than one **Motor Cycle** is insured under this **Policy**, the Discount shall be applied as if a separate **Policy** had been issued in respect of each such **Motor Cycle**.

(17) GENERAL EXCEPTIONS

The **Company** will not be liable under this **Policy** in respect of:

(a) any accident loss damage or liability caused sustained or incurred:
  (i) outside the **Geographical Area**;
  (ii) whilst on the **Insured**'s order or with his permission or to his knowledge the **Motor Cycle** in respect of which indemnity is provided by this **Policy** is being used otherwise than in accordance with the Limitations As To Use Of The **Motor Cycle**, or is being driven by any person other than an **Insured Driver** or is for the purposes of being driven by him in the charge of such person;

(b) any accident loss damage or liability (except so far as is necessary to meet the requirements of the *Motor Vehicles Insurance (Third Party Risks) Ordinance)* directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:
  (i) mutiny; or
  (ii) strike riot civil commotion; or
  (iii) detention seizure confiscation or any attempt thereat;
  or by any direct or indirect consequences of any of the said occurrences;

(c) any death, disability, loss, damage, destruction, any legal liabilities, cost or expense including consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
  (ii) any act of terrorism including but not limited to
    a. the use or threat of force, violence and/or
    b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, nuclear radiation and/or contamination by chemical and/or biological agents,
    by any person(s) or group(s) of persons, committed for political, religious, ideological or similar purposes, express or otherwise, and/or to put the public or any section of the public in fear; or
  (iii) any action taken in controlling, preventing, suppressing or in any way relating to (i) or (ii) above.

(d) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel and, for the purpose of this paragraph 17(d), combustion shall include any self-sustaining process of nuclear fission; and

(e) any accident loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

(f) any loss or damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences namely:
  (i) permanent or temporary dispossession resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
  (ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person
  provided that the **Company** is not relieved of any liability to the **Insured** in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise covered by this **Policy**
  (iii) the destruction of property by order of any public authority

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

(h) any accident, loss, damage or liability if at the time of the accident, loss, damage or liability occurs or arising from the vehicle being used by the **Insured** or any authorised driver insured under the **Policy** who is under the influence of alcohol over the prescribed limit under the provision of the *Road Traffic Ordinance* or under the influence of dangerous drugs specified in the *Dangerous Drug Ordinance (Chapter 134 of the laws of Hong Kong)*.

(i) any accident, loss, damage or liability caused, sustained or incurred whilst the **Motor Cycle** is being driven by, or is in the charge of, or is under the control of the **Insured** or **Insured driver**:
  (i) who is convicted of an offence for being under the influence of drink or drugs to such an extent as to be incapable of having proper control of the **Motor Cycle**; or
  (ii) when the proportion of alcohol in his/her breath, blood or urine exceeds the prescribed limit as stipulated in Section 2 of the *Road Traffic Ordinance (Cap. 374)* as may be amended from time to time or any legislation which replaces the same; or
  (iii) who is convicted of an offence for failing, without reasonable excuse, to provide a specimen of breath, blood, or urine for testing or analysis as required by law.

In any action suit or other proceedings where the **Company** alleges that by reason of paragraphs 17(c), any accident loss damage or liability is not indemnifiable by this **Policy**, the burden of proving that such accident loss damage or liability is indemnifiable shall be upon the person claiming to be indemnified.

(j) any exposure on sanction and subject to the following clause:

Sanction Exclusion Clause

The **Company** shall not provide cover nor shall the **Company** be liable to pay the 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 the **Company** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic, sanction, laws or regulations of any jurisdiction applicable to the **Company**.

(18) GENERAL CONDITIONS

(a) *Contracts (Rights of Third Parties) Ordinance Exclusion*
  Any person or entity who is not a party to this **Policy** shall have no right or rights under the *Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong)* and any subsequent amendment or revision or replacement thereof to enforce any of its terms under any circumstances whatsoever.

(b) Every notice or communication to be given or made under this **Policy** shall be delivered in writing to the **Company** and in respect of notice or communication to the **Insured** to his address specified in the **Schedule**.

(c) In the event of any occurrence which may give rise to a claim under this **Policy** the Insured shall immediately give notice thereof to the **Company** with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the **Company** immediately on receipt by the **Insured**. Notice shall also be given in writing to the **Company** immediately the **Insured** or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in respect of any occurrence which may give rise to a claim under this **Policy**. In case of theft or other criminal act which may be the subject of a claim under this **Policy** the **Insured** shall give immediate notice to the police and shall cooperate with the **Company** in securing the conviction of the offender.

(d) No admission offer promise payment or indemnity shall be made or given by or on behalf of the **Insured** or any person claiming to be indemnified without the prior written consent of the **Company** which shall be entitled to take over and conduct in the name of the **Insured** or such person the

defence or settlement of any claim or to prosecute in the name of the **Insured** or such person for the **Company**'s own benefit any claim for indemnity or damages or otherwise and the **Company** shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** and such person shall give all such information and assistance as the **Company** may require.

(e) The **Insured** shall take all reasonable steps to safeguard the **Motor Cycle** from loss or damage and to maintain it in efficient condition and the **Company** shall have at all times free and full access to examine the **Motor Cycle** or any part thereof or any driver or employee of the **Insured**. In the event of any accident or breakdown the **Motor Cycle** shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the **Motor Cycle** be driven before the necessary repairs are effected any extension of the damage or any further damage to the **Motor Cycle** shall be excluded from the scope of indemnity granted by this **Policy**.

(f) (i) The **Company** may cancel this **Policy** by giving seven (7) days' notice to the **Insured** and in such event will return to the **Insured** the premium paid less the pro rata portion thereof for the period the **Policy** has been in force or the **Policy** may be cancelled by the **Insured** on seven (7) days' notice and (provided no claim has arisen during the current period of insurance and the current Certificate of Insurance has been returned to the **Company** on or before the date of cancellation) the **Insured** shall be entitled to a return of premium less the premium calculated at the **Company**'s short period rates for the period the **Policy** has been in force.

(ii) Short Period rates:

The following scale of rate apply to **Policy** issued or renewed for less than one year and shall also be used in calculating return premium on **Policy** cancelled at the request of the **Insured** and not replaced within a period of one (1) year from date of cancellation, subject to a minimum and non-refundable premium of HK$1,200 + MIB + other Levy (if any) after client's discount

Period	Scale of Rate	Period	Scale of Rate
Not exceeding 1 month	20% of annual rate	Not exceeding 5 months	60% of annual rate
Not exceeding 2 months	30% of annual rate	Not exceeding 6 months	70% of annual rate
Not exceeding 3 months	40% of annual rate	Not exceeding 7 or 8 months	80% of annual rate
Not exceeding 4 months	50% of annual rate	Exceeding 8 months	Full annual premium

(g) If at the time any claim arises under this **Policy** there is any other insurance covering the same loss damage or liability the **Company** shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses provided always that nothing in this paragraph 18(g) shall impose on the **Company** any liability from which but for this paragraph 18(g) it would have been relieved pursuant to sub-paragraph 13(a)(ii).

(h) In the event of a dispute arising out of this **Policy**, the parties may settle the dispute through mediation in good faith in accordance with the relevant Practice Direction on civil mediation issued by the Judiciary of Hong Kong and applicable at the time of dispute. All unresolved disputes shall be determined by arbitration in accordance with the *Arbitration Ordinance (Chapter 609)*, Laws of Hong Kong as amended from time to time. The arbitration shall be conducted in Hong Kong by a sole arbitrator to be agreed by the parties. It is expressly stated that the obtaining of an arbitral award is a condition precedent to any right of legal action arising out of this **Policy**. In respective of the status or outcome of any form of alternative dispute resolution, if we deny or reject liability for any claim under this **Policy** and the **Insured** does not commence arbitration in the aforesaid manner within twelve (12) calendar months from the date of our disclaimer, the **Insured**'s claim shall then for all purposes be deemed to have been withdrawn or abandoned and shall not thereafter be recoverable under this **Policy**.

(i) This **Policy** is subject to the exclusive jurisdiction of Hong Kong and is to be construed according to the laws of Hong Kong.