

第一節 客戶授權聲明及承諾書**Section 1 Customer Authorization Declaration and Undertaking**

因簽訂車輛保險合同需要，本人同意並授權：保險人可採集、查詢本人姓名、身份證號等相關個人信息，並可將上述信息傳遞至內地合作保險公司、廣東車輛數據綜合服務平台（簡稱廣東平台），由內地合作保險公司、廣東平台接收及存儲上述信息。內地合作保險公司及合作的保險公估公司有權使用上述信息以便為本人提供保險理賠等服務，本人已知悉，內地合作保險公司、廣東平台將對本人信息嚴格保密。

本人承諾所提供的個人信息均為本人真實、合法、有效的信息，保證未提供虛假不實信息、非法信息或非法獲取的他人信息。否則，貴司及上述所有第三方機構均有權隨時暫停或終止對本人的全部或部分服務，且本人將承擔由此產生的全部法律責任。

Due to the need to sign the motor insurance agreement, I agree and authorize: Insurer can collect and verify my personal information such as name, identity number etc. And the information can be transferred to the partnered Mainland claims service provider and the integrated vehicle data service platform in Guangdong ("Guangdong Platform"). Such information can be received and stored by the partnered Mainland claims service provider and Guangdong Platform. The partnered Mainland claims service provider and the partnered insurance loss adjuster company are authorized to use the above information to provide claims services and so on to myself. I acknowledged the partnered Mainland claims service provider, Guangdong Platform will keep my personal information strictly confidential.

I confirm the personal information that I provided are true, legal and effective information. I also promise I have not provided false, inaccurate, illegal information or information of others that are obtained illegally. Otherwise, your Company and all the abovementioned third party organizations are entitled to suspend or terminate all or part of the services for myself. And I will also be liable for all legal responsibility so caused.

客戶姓名 Name of Customer : _____

客戶簽名 Customer's Signature : _____

日期 Date : _____
年 yyyy / 月 mm / 日 dd

第二節 港珠澳大橋香港跨境車輛內地交強險等效保險免責事項說明書

Section 2 HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance

尊敬的客戶：

歡迎您選擇安盛保險有限公司投保港珠澳大橋香港跨境車輛內地交強險等效保險。當您投保本保險後，我公司將根據您選擇投保的險種，按照保險合同約定，承擔相應的保險賠償責任。

風險是無處不在的。應對風險帶來的損失，您可以採取控制的方式消除或減少，可以採取自留的方式靠自身力量解決，還可以通過購買保險的方式將風險損失轉移給保險人。但是，保險作為風險管理的技術之一，並不是所有的風險都適合或可以採用保險的方法來處理，只有可保風險才是保險人所能接受承保的風險。保險人一般通過保險條款中的保險責任條款和免除保險人責任條款對承保風險予以明確。免除保險人責任條款通過將保險人不承保的情形和事由予以排除，使保險費率保持在合理的水平，減輕消費者的投保壓力和保費負擔；同時有利於實現保險人穩健經營。

本保險合同在保險責任的基礎上，從風險控制角度出發，設置了免除保險人責任條款，明確約定了保險人不承擔保險賠償責任的範圍，或減輕保險人保險賠償責任的情形、範圍和事由。為維護您的合法權益，在您填寫投保單前，我公司就保險合同中的免除保險人責任條款作出如下書面說明，請您注意閱讀。同時，我公司工作人員會針對本免責事項說明書的內容以及投保單所附港珠澳大橋香港跨境車輛內地交強險等效保險條款向您進行詳細說明。您也可以隨時向我公司工作人員提出詢問，或者致電+852 2523 3061 客服熱線，我們將悉心為您解答。

尊敬的客戶，當您已全面了解本免責事項說明書以及港珠澳大橋香港跨境車輛內地交強險等效保險條款的內容後，請在本免責事項說明書的投保人簽章處簽字或蓋章確認。祝您投保愉快！

第一部分 責任免除條款

概念：責任免除是指保險合同約定的，而在保險責任內予以剔除的損失和事由。保險人承擔的保險賠償責任，是指屬於保險條款列明的保險責任，且不屬於免除保險人責任的範圍。

原因：

1. 國家道路安全法律法規已有禁止性規定。如：“飲酒、吸食或注射毒品、服用國家管制的精神藥品或者麻醉藥品”、“無駕駛證”、“駕駛與駕駛證載明的準駕車型不相符合的機動車”等。
2. 缺乏歷史統計數據積累，無法得出風險發生概率，缺少費率計算基礎。如“戰爭”、“軍事衝突”、“核反應”、“核輻射”等。

內容：根據我公司港珠澳大橋香港跨境車輛內地交強險等效保險條款的約定，責任免除包括：

第十條 下列損失和費用，港珠澳大橋香港跨境車輛內地交強險等效保險不負責賠償和墊付：

- (一) 因受害人故意造成的交通事故的損失；
- (二) 被保險人所有的財產及被保險機動車上的財產遭受的損失；
- (三) 被保險機動車發生交通事故，致使受害人停業、停駛、停電、停水、停氣、停產、通訊抑或網絡中斷、數據丟失、電壓變化等造成的損失以及受害人財產因市場價格變動造成的貶值、修理後因價值降低造成的損失等其他各種間接損失；
- (四) 因交通事故產生的仲裁抑或訴訟費用以及其他相關費用；
- (五) 被保險車輛所有人及授權駕駛人在內地發生交通意外而可能承擔的香港司法責任。

第二部分 保險合同終止或解除

概念：保險合同終止，是指出現法律規定或合同約定的情形時，保險合同的權利義務終止。保險合同解除是指投保人或被保險人依法或依保險合同約定，終止保險合同的行為，是合同終止的情形之一。對於保險合同終止後發生的事故，保險人不予賠償。

內容：

第十條 下列損失和費用，港珠澳大橋香港跨境車輛內地交強險等效保險不負責賠償和墊付：

- (一) 因受害人故意造成的交通事故的損失；
- (二) 被保險人所有的財產及被保險機動車上的財產遭受的損失；

第二十二條 在港珠澳大橋香港跨境車輛內地交強險等效保險合同有效期內，保險合同之效力於被保險機動車轉讓當日之二十四時終止。投保人在通知保險人之日視作解除本保險合同之日，合同解除後的退費規則依照本條款第二十四條規定而為之。

第二十三條 在下列六種情況下，投保人可以要求解除港珠澳大橋香港跨境車輛內地交強險等效保險合同：

- (一) 被保險機動車被香港運輸署依法註銷登記的；
- (二) 被保險機動車在香港運輸署辦理停駛的；
- (三) 被保險機動車經內地公安機關、或香港運輸署或警務處證實丟失的；
- (四) 被保險機動車入出內地的臨時入境機動車牌證被內地公安機關註銷或撤銷的；
- (五) 內地公安機關交通管理部門不予受理被保險機動車入出內地的；
- (六) 被保險機動車所有權發生轉移的。

港珠澳大橋香港跨境車輛內地交強險等效保險合同解除後，投保人應當及時將保險單交還保險人；如有保險標誌，也應一併交還保險人，無法交回保險標誌的，應當向保險人說明情況，徵得保險人同意。

第二十四條 發生投保人解除港珠澳大橋香港跨境車輛內地交強險等效保險合同的情況時，保險人按照日費率收取自保險責任開始之日起至合同解除之日止期間的保險費，投保人應當向保險人支付根據保險合同訂定的行政費。

Dear Valued Customer,

Thank you for insuring with AXA for the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition. After your policy inception, our company shall be liable for insurance liabilities of the corresponding insurance categories chosen by you in accordance with the specified in the contract of insurance.

Risk can be seen everywhere. To cope with the loss triggered by risk, you can adopt control measures to eliminate or reduce or self-retained using own strength or through the means of purchasing an insurance to transfer the loss to insurer. However, insurance is only one of the risk management solutions and not every risk is suitable or can adopt insurance means for handling. Only insurable risk is the risk that Insurer can undertake. Insurer generally make use of the insurance liability clauses and exclusion of insurer's liability clauses to specify the risk undertaking. The exclusion of insurer's liability clauses have specified the exclusion of the circumstances and causes that are not undertaken by insurer. As such, the insurance premium can be maintained at a reasonable level to reduce the pressure to purchase an insurance and premium affordability. It is also conducive to achieving a robust operation to insurer.

From the perspective for risk control, this contract of insurance is based on insurance liability to establish the exclusion of insurer's liability clauses that clearly specify the scope of insurance compensation liability that is not undertaken by insurer or reduce the circumstances, scope or causes of the insurance compensation liability of insurer. To maintain your legitimate rights and interests, please read clearly the following written statements given by our company regarding the exclusion of insurer's liability clauses before you fill in the quotation slip. At the same time, our company representative will provide you a detailed explanation regarding the content of this disclaimer and the terms of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition attached to the quotation slip. You can also raise an enquiry any time to our company representative or contact customer service hotline at +852 2523 3061. We will be handling your enquiry in good care.

Dear Valued Customer, please sign under the signature or stamp on this disclaimer to confirm after you have a comprehensive understanding on this disclaimer and the content of the terms of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition. Wish you a pleasant insurance experience!

Part 1 Exclusion of liability

Concept: Exclusion of liability refers to the elimination of loss and cases under the insurance liability that are specified under the insurance agreement. The insurance compensation liability that is undertaken by the insurer refers to the insurance liability specified in the insurance clauses and insurer is not exempt from its liability.

Reason:

1. National Road Safety Legislation Regulation already established prohibitions, for example, "Consumption of Alcohol, taking or injecting drugs, taking psychotropic substance or narcotic drugs under national control", "drive without driver's license", "driving a motor vehicle which does not match the type of vehicle stated on the driver's license" and so on.
2. Lack of accumulation of historical statistic data that cannot assess the probability of risk occur, thus missing out the basis of premium calculation. For example, "war", "military conflicts", "nuclear reaction", "nuclear radiation" and so on.

Content: According to the specified under the Provision of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition, exclusion of liability includes:

Clause 10: Provision of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition does not cover compensation or advance payments for the following losses and expenses:

- (1) Losses arising from traffic accidents deliberately caused by the Victim;
- (2) Losses to all property of the Insured and property onboard the Insured Motor Vehicle;
- (3) Losses arising from suspension of business, suspension of vehicle operation, suspension of power, suspension of water, suspension of gas, suspension of production, disruption of communication or network, loss of data, change in power voltage suffered by the Victim due to the Insured Motor Vehicle having a traffic accident, and also other indirect losses such as depreciation of the Victim's assets due to changes in market prices and losses due to depreciation after repair;
- (4) arbitration or lawsuit expenses, and other related expenses arising from the traffic accident;
- (5) Hong Kong legal responsibilities which may be borne by the owner of the Insured Motor Vehicle and the authorized driver when they have a traffic accident in Mainland China.

Part 2 End of or Termination of Contract of Insurance

Concept: End of the contract of insurance refers to the end of rights and duties of the contract of insurance when the legal provisions or the specified circumstances occurred. Termination of contract of insurance refers to the act of cancelling the contract of insurance by the policyholder or insurer according to the regulations or the specified in the contract of insurance. This is one of the conditions of termination of the contract of insurance. Insurer will not compensate for accident happened after the termination of contract of insurance.

Content:

Clause 10: Provision of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition does not cover compensation or advance payments for the following losses and expenses:

- (1) Losses arising from traffic accidents deliberately caused by the Victim;
- (2) Losses to all property of the Insured and property onboard the Insured Motor Vehicle;

Clause 22: During the period in which the contract of insurance of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition is in force, the insurance contract will cease to be valid at the 24th hour on the day the Insured Motor Vehicle's ownership is transferred. The day on which the Policyholder informs the Insurer of the termination shall be deemed as the day the insurance contract is terminated. Fee refund rules after the contract is terminated shall follow Clause 24 of this Provision.

Clause 23: Under the following six conditions, the Policyholder may request termination of the contract of insurance of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition:

- (1) Registration of the Insured Motor Vehicle has been legally cancelled by the Hong Kong Transport Department (HKTD);
- (2) An application to suspend service of the Insured Motor Vehicle has been submitted to the HKTD;
- (3) The Insured Motor Vehicle was confirmed to be lost by Mainland Ministry of Public Security, HKTD or Hong Kong Police;
- (4) The temporary-entry vehicle plate permit of the Insured Motor Vehicle has been cancelled or withdrawn by Mainland Ministry of Public Security;
- (5) The Traffic Management Bureau of Mainland Ministry of Public Security refuses to process the Insured Motor Vehicle's entry into and exit from Mainland China;
- (6) Ownership of the Insured Motor Vehicle has been transferred. After the contract of insurance of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition has been terminated, the Policyholder shall promptly return the policy schedule to the Insurer. Insurance badges, if any, shall also be promptly returned to the Insurer. Instances where it is not possible to return insurance badges shall be explained to the Insurer to seek the Insurer's approval.

Clause 24: In the event of the Policyholder terminating the contract of insurance of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition, the Insurer shall charge a daily rate for the insurance premium for the period between the commencement of insurance liability and the day the contract of insurance is terminated, while the Policyholder shall pay an administrative fee to the Insurer as stipulated in the contract of insurance.

第三節 港珠澳大橋香港跨境車輛商業保險免責事項說明書

Section 3 HZMB Hong Kong Cross Border Motor Vehicle Supplementary Insurance Disclaimer

尊敬的客戶：

歡迎您選擇安盛保險有限公司投保港珠澳大橋香港跨境車輛商業保險。當您投保本保險後，我公司將根據您選擇投保的險種，按照保險合同約定，承擔相應的保險賠償責任。

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尊敬的客戶，當您已全面了解本免責事項說明書以及港珠澳大橋香港跨境車輛商業保險條款的內容後，請在本免責事項說明書的投保人簽章處簽名或蓋章確認。祝您投保愉快！

第一部分 責任免除條款

概念：責任免除是指保險合同約定的，而在保險責任內予以剔除的損失和事由。保險人承擔的保險賠償責任，是指屬於保險條款列明的保險責任，且不屬於免除保險人責任的範圍。

原因：

1. 國家道路安全法律法規已有禁止性規定。如：“飲酒、吸食或注射毒品、服用國家管制的精神藥品或者麻醉藥品”、“無駕駛證”、“駕駛與駕駛證載明的準駕車型不相符合的機動車”等。
2. 缺乏歷史統計數據積累，無法得出風險發生概率，缺少費率計算基礎。如“戰爭”、“軍事衝突”、“核反應”、“核輻射”等。
3. “車上人員因疾病、分娩、自殘、鬥毆、自殺、犯罪行為造成的自身傷亡”等。

內容：根據我公司港珠澳大橋香港跨境車輛商業保險條款的約定，不同險種的責任免除包括：

·機動車第三者責任保險

第八條 在上述保險責任範圍內，下列情況下，不論任何原因造成的人身傷亡、財產損失和費用，保險人均不負責賠償：

(一) 事故發生後，被保險人或駕駛人故意破壞、偽造現場，毀滅證據；

(二) 駕駛人有下列情形之一者：

- 1、交通肇事逃逸；
- 2、飲酒、吸食或注射毒品、服用國家管制的精神藥品或者麻醉藥品；
- 3、無駕駛證，駕駛證被依法扣留、暫扣、吊銷、註銷期間；
- 4、駕駛與駕駛證載明的準駕車型不相符合的機動車；
- 5、非被保險人允許的駕駛人。

(三) 被保險機動車有下列情形之一者：

- 1、發生保險事故時被保險機動車行駛證、號牌被註銷的；
- 2、被扣留、收繳、沒收期間；
- 3、競賽、測試期間，在營業性場所維修、保養、改裝期間；
- 4、全車被盜竊、被搶劫、被搶奪、下落不明期間。

第九條 下列原因導致的人身傷亡、財產損失和費用，保險人不負責賠償：

(一) 戰爭、軍事衝突、恐怖活動、暴亂、污染(含放射性污染)、核反應、核輻；

(二) 第三者、被保險人或駕駛人故意製造保險事故、犯罪行為，第三者與被保險人或其他致害人惡意串通的行為；

(三) 被保險機動車被轉讓、改裝、加裝或改變使用性質等，導致被保險機動車危險程度顯著增加，且未及時通知保險人，因危險程度顯著增加而發生保險事故的。

第十條 下列人身傷亡、財產損失和費用，保險人不負責賠償：

(一) 被保險機動車發生意外事故，致使任何單位或個人停業、停駛、停電、停水、停氣、停產、通訊或網絡中斷、電壓變化、數據丟失造成的損失以及其他各種間接損失；

(二) 第三者財產因市場價格變動造成的貶值，修理後因價值降低引起的減值損失；

(三) 被保險人及其家庭成員、駕駛人及其家庭成員所有、承租、使用、管理、運輸或代管的財產的損失，以及本車上財產的損失；

(四) 被保險人、駕駛人、本車車上人員的人身傷亡；

(五) 停車費、保管費、扣車費、罰款、罰金或懲罰性賠款；

(六) 超出《道路交通事故受傷人員臨床診療指南》和國家基本醫療保險同類醫療費用標準的費用部分；

(七) 律師費，未經保險人事先書面同意的訴訟費、仲裁費；

(八) 投保人、被保險人或駕駛人知道保險事故發生後，故意或因重大過失未及時通知，致使保險事故的性質、原因、損失程度等難以肯定的，保險人對無法肯定的部分，不承擔賠償責任，但保險人透過其他途徑已經知道或應當及時知道保險事故發生的除外；

(九) 因被保險人違反本條款第十四條約定，導致無法確定的損失；

(十) 精神損害撫慰金；

(十一) 應當由機動車交通事故責任強制保險賠償的損失同費用；保險事故發生時，被保險機動車未投保機動車交通事故責任強制保險或機動車交通事故責任強制保險合同已經失效的，對於機動車交通事故責任強制保險責任限額以內的損失同費用，保險人不負責賠償。

(十二) 被保險車輛所有人及授權駕駛人在內地發生交通意外而可能承擔的香港司法責任。

說明：上述第八條是情形除外，即只要具有該條所列舉的情形，不論任何原因造成的人身傷亡、財產損失同費用，保險人均不負責賠償。

上述第九條是原因除外，即由於該條所列舉的原因導致的人身傷亡、財產損失同費用，保險人不負責賠償。

上述第十條是人身傷亡、財產損失和費用除外，即無論造成人身傷亡、財產損失同費用的原因是什麼，該條所列舉的人身傷亡、財產損失同費用，保險人均不負責賠償。

上述第八條第(一)項，第(二)項第1、2、3、4目，第(三)項第1目屬於《道路交通安全法》同《道路交通安全法實施條例》禁止性規定或強制性規定。

• 機動車車上人員責任保險

第十九條 在上述保險責任範圍內，下列情況下，不論任何原因造成的人身傷亡，保險人均不負責賠償：

- (1) 事故發生後，被保險人或駕駛人故意破壞、偽造現場，毀滅證據；
- (2) 駕駛人有下列情形之一者：
 - 1、交通肇事逃逸；
 - 2、飲酒、吸食或注射毒品、服用國家管制的精神藥品或者麻醉藥品；
 - 3、無駕駛證，駕駛證被依法扣留、暫扣、吊銷、註銷期間；
 - 4、駕駛與駕駛證載明的準駕車型不相符合的機動車；
 - 5、非被保險人允許的駕駛人。
- (3) 被保險機動車有下列情形之一者：
 - 1、發生保險事故時被保險機動車行駛證、號牌被註銷的；
 - 2、被扣留、收繳、沒收期間；
 - 3、競賽、測試期間，在營業性場所維修、保養、改裝期間；
 - 4、全車被盜竊、被搶劫、被搶奪、下落不明期間。

第二十條 下列原因導致的人身傷亡，保險人不負責賠償：

- (一) 戰爭、軍事衝突、恐怖活動、暴亂、污染(含放射性污染)、核反應、核輻射；
- (二) 被保險機動車被轉讓、改裝、加裝或改變使用性質等，導致被保險機動車危險程度顯著增加，且未及時通知保險人，因危險程度顯著增加而發生保險事故的；
- (三) 投保人、被保險人或駕駛人故意製造保險事故。

第二十一條 下列人身傷亡、損失同費用，保險人不負責賠償：

- (一) 被保險人及駕駛人以外的其他車上人員的特登行為造成的自身傷亡；
- (二) 車上人員因疾病、分娩、自殘、鬥毆、自殺、犯罪行為造成的自身傷亡；
- (三) 罰款、罰金或懲罰性賠款；
- (四) 超出內地《道路交通事故受傷人員臨床診療指南》同國家基本醫療保險同類醫療費用標準的費用部分；
- (五) 律師費，未經保險人事先書面同意的訴訟費、仲裁費；
- (六) 投保人、被保險人或駕駛人知道保險事故發生後，故意或因重大過失未及時通知，致使保險事故的性質、原因、損失程度等難以肯定的，保險人對無法肯定的部分，不承擔賠償責任，但保險人通過其他途徑已經知道或應當及時知道保險事故發生的除外；
- (七) 精神損害撫慰金；
- (八) 應當由港珠澳大橋香港跨境車輛內地交強險等效保險賠付的損失和費用；保險事故發生時，被保險機動車未投保港珠澳大橋香港跨境車輛內地交強險等效保險或港珠澳大橋香港跨境車輛內地交強險等效保險合同已經失效的，對於港珠澳大橋香港跨境車輛內地交強險等效保險責任限額以內的損失同費用，保險人不負責賠償；
- (九) 被保險車輛所有人及授權駕駛人在內地發生交通意外而可能承擔的香港司法責任。

說明：上述第十九條是情形除外，即只要具有該條所列舉的情形，不論任何原因造成的機動車車上人員人身傷亡，保險人均不負責賠償。

上述第二十條是原因除外，即由於該條所列舉的原因導致的機動車車上人員人身傷亡，保險人不負責賠償。

上述第二十一條是人身傷亡、損失同使費除外，即無論造成人身傷亡、損失同使費的原因是什麼，該條所列舉的人身傷亡、損失同使費，保險人均不負責賠償。

上述第十九條第(一)項，第(二)項第1、2、3、4目，第(三)項第1目屬於《道路交通安全法》和《道路交通安全法實施條例》禁止性規定或強制性規定。

第二部分 保險合同終止或解除

概念：保險合同終止，是指出現法律規定或合同約定的情形時，保險合同的權利義務終止。保險合同解除是指投保人或被保險人依法或依保險合同約定，終止保險合同的行為，是合同終止的情形之一。對於保險合同終止後發生的事故，保險人不予賠償。

內容：

險種	內容
通用	<p>第三十二條 在保險期間內，保險合同之效力於被保險機動車轉讓當日之二十四時終止。投保人在通知保險人之日視作解除本保險合同之日，合同解除後的退費規則依照本條款第三十三條規定而為之。</p> <p>第三十三條 保險責任開始前，投保人要求解除本保險合同的，投保人向保險人支付根據保險合同訂定的行政費後，保險人應當退還保險費。保險責任開始後，投保人要求解除本保險合同，自通知保險人之日起，保險合同解除。保險人按日收取自保險責任開始之日起至合同解除之日止期間的保險費，投保人應當向保險人支付根據保險合同訂定的行政費。</p>

第三部分 其他

概念：保險人根據本保險合同約定，按照《道路交通事故受傷人員臨床診療指南》同國家基本醫療保險的同類醫療費用標準核定醫療費用。

本保險合同約定的醫療費用賠償標準和保險費釐定相匹配，對於超出本賠償標準的醫療費用，保險人不承擔賠償責任。另外，本保險合同為港珠澳大橋香港跨境車輛商業保險，為被保險人提供基本的風險保障，不能轉移被保險人所有的賠償責任風險。

險種	內容
動車第三者責任保險	第十六條 保險人按照內地《道路交通事故受傷人員臨床診療指南》和國家基本醫療保險的同類醫療費用標準核定醫療費用的賠償金額。 未經保險人書面同意，被保險人自行承諾或支付的賠償金額，保險人有權重新核定。不屬於保險人賠償範圍或超出保險人應賠償金額的，保險人不承擔賠償責任。
機動車車上人員責任保險	第二十四條 保險人或保險人合作的內地理賠服務機構按照內地按照《道路交通事故受傷人員臨床診療指南》同國家基本醫療保險的同類醫療費用標準核定醫療費用的賠償金額。 未經保險人書面同意，被保險人自行承諾或支付的賠償金額，保險人有權重新核定。不屬於保險人賠償範圍或超出保險人應賠償金額的，保險人不承擔賠償責任。

第四部分 免除保險人責任條款有關名詞釋義

內容	釋義
使用被保險機動車過程	指被保險機動車作為一種工具被使用的成個過程，包括行駛、停放及作業，但不包括在營業場所被維修養護期間、被營業單位拖帶或被吊裝等施救期間。
自然災害	指對人類以及人類賴以生存的環境造成破壞性影響的自然現象，包括雷擊、暴風、暴雨、洪水、龍捲風、冰雹、颱風、熱帶風暴、地陷、崖崩、滑坡、泥石流、雪崩、冰陷、暴雪、冰凌、沙塵暴、地震及其次生災害等。
意外事故	指被保險人不可預料、無法控制的突發性事件，但不包括戰爭、軍事衝突、恐怖活動、暴亂、污染(含放射性污染)、核反應、核輻射等。
交通肇事逃逸	指發生道路交通事故後，當事人為逃避法律責任，駕駛或遺棄車輛逃離道路交通事故現場以及潛逃藏匿的行為。
家庭成員	指配偶、父母、子女和其他共同生活的近親屬。
飲酒	駕駛人飲用含有酒精的飲料，駕駛機動車時血液中的酒精含量大於等於20mg/100mL的。
污染(含放射性污染)	指被保險機動車正常使用過程中或發生事故時，由於油料、尾氣、貨物或其他污染物的洩漏、飛濺、排放、散落等造成的被保險機動車同第三方財產的污損、狀況惡化或人身傷亡。

Dear Valued Customer,

Thank you for insuring with AXA for the HZMB Hong Kong Cross Border Motor Vehicle Supplementary Insurance. After your policy inception, our company shall be liable for insurance liabilities of the corresponding insurance categories chosen by you in accordance with the specified in the contract of insurance.

Risk can be seen everywhere. To cope with the loss triggered by risk, you can adopt control measures to eliminate or reduce or self-retained using own strength or through the means of purchasing an insurance to transfer the loss to insurer. However, insurance is only one of the risk management solutions and not every risk is suitable or can adopt insurance means for handling. Only insurable risk is the risk that Insurer can undertake. Insurer generally make use of the insurance liability clauses and exclusion of insurer’s liability clauses to specify the risk undertaking. The exclusion of insurer’s liability clauses have specified the exclusion of the circumstances and causes that are not undertaken by insurer. As such, the insurance premium can be maintained at a reasonable level to reduce the pressure to purchase an insurance and premium affordability. It is also conducive to achieving a robust operation to insurer.

From the perspective for risk control, this contract of insurance is based on insurance liability to establish the exclusion of insurer’s liability clauses that clearly specify the scope of insurance compensation liability that is not undertaken by insurer or reduce the circumstances, scope or causes of the insurance compensation liability of insurer. To maintain your legitimate rights and interests, please read clearly the following written statements given by our company regarding the exclusion of insurer’s liability clauses before you fill in the quotation slip. At the same time, our company representative will provide you a detailed explanation regarding the content of this disclaimer and the terms of HZMB Hong Kong Cross Border Motor Vehicle Supplementary Insurance attached to the quotation slip. You can also raise an enquiry any time to our company representative or contact customer service hotline at +852 2523 3061. We will be handling your enquiry in good care.

Dear Valued Customer, please sign under the signature or stamp on this disclaimer to confirm after you have a comprehensive understanding on this disclaimer and the content of the terms of HZMB Hong Kong Cross Border Motor Vehicle Supplementary Insurance. Wish you a pleasant insurance experience!

Part 1 Exclusion of liability

Concept: Exclusion of liability refers to the elimination of loss and cases under the insurance liability that are specified under the insurance agreement. The insurance compensation liability that is undertaken by the insurer refers to the insurance liability specified in the insurance clauses and insurer is not exempt from its liability.

Reason:

1. National Road Safety Legislation Regulation already established prohibitions, for example, “Consumption of Alcohol, taking or injecting drugs, taking psychotropic substance or narcotic drugs under national control”, “drive without driver’s license”, “driving a motor vehicle which does not match the type of vehicle stated on the driver’s license” and so on.
2. Lack of accumulation of historical statistic data that cannot assess the probability of risk occur , thus missing out the basis of premium calculation. For example, “war”, “military conflicts”, “nuclear reaction”, “nuclear radiation” and so on.
3. ”Personal injury or death of persons onboard motor vehicle resulting from sickness, giving birth, committing self-harm, fighting, committing suicide or a criminal act” and so on.

Content: According to the specified under the HZMB Hong Kong Cross Border Motor Vehicle Supplementary Insurance, exclusion of liability of different insurance categories includes:

• **Third Party Liability Insurance of Motor Vehicles**

Clause 8: Within the aforementioned insurance liability coverage, under the following circumstances, the Insurer shall not be responsible for compensation for personal injury or death, property losses and expenses caused by any reason:

- (I) After the accident has occurred, the Insured or driver deliberately damages or forges the scene, or destroys evidence;
- (II) One of the followings applies to the driver:
 - 1. Fleeing the scene after the accident;
 - 2. Consumption of Alcohol, ingestion or injection of drugs, intake of nationally controlled psychotropic or narcotic drugs;
 - 3. Without driver's license, or the driver's license has been legally withheld, suspended, revoked or cancelled;
 - 4. Driving a motor vehicle which does not match the type of vehicle stated on the driver's license;
 - 5. The driver was not approved by the Insured.
- (III) One of the followings applies to the Insured Motor Vehicle:
 - 1. The driving permit or number plate of the Insured Motor Vehicle has been cancelled when the incident covered by the insurance happened;
 - 2. The incident occurred while the vehicle was detained, expropriated or confiscated;
 - 3. The incident occurred while the vehicle was participating in a competition or testing, or undergoing repairs, maintenance or modifications in business premises.
 - 4. The incident occurred while the entire vehicle was being stolen, robbed, seized or missing.

Clause 9: The Insurer shall not be responsible for compensation for personal injury or death, property losses and expenses arising from the following reasons:

- (1) War, military conflicts, terrorist activities, riots, Pollution (including radioactive pollution), nuclear reaction, nuclear radiation;
- (2) The Third Party, the Insured or driver deliberately causing an incident covered by the insurance, criminal activity or malicious collusions between the Third Party, the Insured or other victimizers;
- (3) The ownership of the Insured Motor Vehicle has been transferred or has undergone modifications, additions or changes in the nature of usage which significantly increase its level of danger and the Insurer was not promptly informed, and the incident covered by the insurance occurred due to the significantly increased level of danger.

Clause 10: The Insurer shall not be responsible for compensation of the following items of personal injury or death, property losses and expenses:

- (1) Losses and other indirect losses arising from an Accident of the Insured Motor Vehicle causing the suspension of business, suspension of vehicle operation, suspension of power, suspension of water, suspension of gas, suspension of production, disruption of communication or network, change in power voltage or loss of data suffered by any unit or individual;
- (2) Depreciation of the Third Party's property due to changes in market prices and loss in value due to depreciation after repair;
- (3) Losses of property owned, rented, used, managed, transported or held on behalf by the Insured and his/her Family Members, the driver and his/her Family Members, and property losses onboard the vehicle;
- (4) Personal injury or death of the Insured, driver and persons onboard the vehicle;
- (5) Fees for parking, custody, impounding, fines, penalties or punitive reparations;
- (6) Expenses in excess of the "Guidelines for Clinical Diagnosis and Treatment of Persons Injured in Road Traffic Accidents" and the standard of the same kind of medical expenses listed in the national basic medical insurance.
- (7) Attorney fees, legal costs or arbitration fees without prior written approval from the Insurer;
- (8) Where after becoming aware of the occurrence of an incident covered by the insurance, the Policyholder, Insured or the driver fail to promptly notify the Insurer intentionally or due to significant negligence, making it difficult to determine the nature, cause and extent of losses caused by the incident covered by the insurance, the Insurer shall not be liable for compensation of portions that cannot be determined, except for an incident happened which the Insurer has already gained knowledge of or should have known through other channels;
- (9) Losses that cannot be determined due to violation of the insuring Clause 14 of these by the Insured;
- (10) Consolation grants for mental distress;
- (11) Losses and expenses that should be compensated by the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition; at the time of occurrence of the incident covered by the insurance, if the Insured Motor Vehicle has not purchased the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition, or HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition has already expired, the Insurer shall not be responsible for compensation of losses and expenses within the liability limit of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition.
- (12) Hong Kong legal responsibilities which may be borne by the owner of the Insured Motor Vehicle and authorized driver when they have a traffic accident in Mainland China.

Note: The aforementioned clause 8 is exclusion of circumstances, that means as long as the circumstance listed occurred, insurer shall not be responsible for compensation of any personal injury or death, property losses and expenses caused by any reason.

The aforementioned clause 9 is exclusion of causes, that means insurer shall not be responsible for compensation of any personal injury or death, property losses and expenses arising from the causes listed under such clause.

The aforementioned clause 10 is exclusion of personal injury or death, property losses and expenses, that means regardless of any reason causing personal injury or death, property losses and expenses, insurer shall not be responsible for compensation of any personal injury or death, property losses and expenses listed under such clause.

The aforementioned clause 8 (I) and (II) (1), (2), (3), (4) and (III) (1) are classified as the prohibitions or mandatory requirements of "Road Traffic Safety Law" and "Implementation of Road Traffic Safety Law".

• **Liability Insurance for Persons Onboard Motor Vehicles**

Clause 19: Within the aforementioned insurance liability coverage, under the following circumstances, the Insurer shall not be responsible for compensation for personal injury or death caused by any reason:

- (I) After the accident has occurred, the Insured or driver deliberately damages or forges the scene, or destroys evidence;
- (II) One of the followings applies to the driver:
 - 1. Fleeing the scene after the accident;
 - 2. Consumption of Alcohol, ingestion or injection of drugs, intake of nationally controlled psychotropic or narcotic drugs;
 - 3. Without driver's license, or the driver's license has been legally withheld, suspended, revoked or cancelled;
 - 4. Driving a motor vehicle which does not match the type of vehicle stated on the driver's license;
 - 5. The driver was not approved by the Insured.
- (III) One of the following applies to the Insured Motor Vehicle:
 - 1. The driving permit or number plate of the Insured Motor Vehicle had been cancelled when the incident covered by the insurance happened;
 - 2. The incident occurred when the vehicle was detained, expropriated or confiscated;
 - 3. The incident occurred when the vehicle was participating in a competition or testing, or undergoing repairs, maintenance or modifications in business premises.
 - 4. The incident occurred while the entire vehicle was being stolen, robbed, seized or missing.

Clause 20: The Insurer shall not be responsible for compensation for personal injury or death arising from the following reasons:

- (1) War, military conflicts, terrorist activities, riots, Pollution (including radioactive pollution), nuclear reaction, nuclear radiation;
- (2) The ownership of the Insured Motor Vehicle has been transferred or has undergone modifications, additions, changes in the nature of usage which significantly increase its level of danger and the Insurer was not promptly informed, and the incident covered by the insurance occurred due to the significantly increased level of danger;
- (3) The Policyholder, Insured or driver deliberately cause an incident covered by the insurance.

Clause 21: The Insurer shall not be responsible for compensation for the following items of personal injury or death, losses and expenses:

- (1) Personal injury or death of persons onboard motor vehicle (other than the Insured and driver) resulting from their own deliberate acts;
- (2) Personal injury or death of persons onboard motor vehicle resulting from sickness, giving birth, committing self-harm, fighting, committing suicide or a criminal act;
- (3) Fines, penalties or punitive damages;
- (4) Expenses in excess of the “Guidelines for Clinical Diagnosis and Treatment of Persons Injured in Road Traffic Accidents” and the standard of the same kind of medical expenses listed in the national basic medical insurance;
- (5) Attorney fees, legal costs or arbitration fees without prior written approval from the Insurer;
- (6) Where after becoming aware of the occurrence of an incident covered by the insurance, the Policyholder, Insured or the driver fail to promptly notify the Insurer intentionally or due to gross negligence, making it difficult to determine the nature, cause and extent of damage caused by the incident covered by the insurance, the Insurer shall not be responsible for compensation for proportions that cannot be determined, except for an incident happened which the Insurer has already gained knowledge of or should have known through other channels;
- (7) Consolation grants for mental distress;
- (8) Losses and expenses that should be compensated by the insurance equivalent to HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition; at the time of occurrence of the incident covered by the insurance, if the Insured Motor Vehicle has not purchased insurance equivalent to HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition, or HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition has already expired, the Insurer shall not be responsible for compensation of losses and expenses within the liability limit of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition.
- (9) Hong Kong legal responsibilities which may be borne by all people of the Insured Motor Vehicle and authorized driver when they have a traffic accident in Mainland China.

Note: The aforementioned clause 19 is exclusion of circumstances, that means as long as the circumstance listed occurred, insurer shall not be responsible for compensation of any personal injury or death, property losses and expenses caused by any reason.

The aforementioned clause 20 is exclusion of causes, that means insurer shall not be responsible for compensation of any personal injury or death, property losses and expenses arising from the causes listed under such clause.

The aforementioned clause 21 is exclusion of personal injury or death, property losses and expenses, that means regardless of any reason causing personal injury or death, property losses and expenses, insurer shall not be responsible for compensation of any personal injury or death, property losses and expenses listed under such clause.

The aforementioned clause 19 (I) and (II) (1), (2), (3), (4) and (III) are classified as the prohibitions or mandatory requirements of “Road Traffic Safety Law” and “Implementation of Road Traffic Safety Law”.

Part 2 End of or Termination of Contract of Insurance

Concept: End of the contract of insurance refers to the end of rights and duties of the contract of insurance when the legal provisions or the specified circumstances occurred. Termination of contract of insurance refers to the act of cancelling the contract of insurance by the policyholder or insurer according to the regulations or the specified in the contract of insurance. This is one of the conditions of termination of the contract of insurance. Insurer will not compensate for accident happened after the termination of contract of insurance.

Content:

Insurance Category	Content
General Use	<p>Clause 32: During the insurance period, the contract of insurance will cease to be valid at the 24th hour on the day the Insured Motor Vehicle's ownership is transferred. The day on which the Policyholder informs the Insurer of the termination shall be deemed as the day this contract of insurance is terminated. Fee refund rules after the contract is terminated shall follow Clause 33 of this Provision.</p> <p>Clause 33: If the Policyholder requests cancellation of this contract of insurance before the commencement of insurance liability, after the Policyholder has paid the administrative fee stipulated in the contract of insurance to the Insurer, the Insurer shall return the premium. If the Policyholder requests termination of this contract of insurance after commencement of insurance liability, the contract of insurance shall be terminated with effect from the day the Insurer is notified. The Insurer shall charge a daily rate for the premium for the period between commencement of insurance liability and the day the contract is terminated, while the Policyholder shall pay an administrative fee to the Insurer as stipulated in the contract of insurance.</p>

Part 3 Others

Concept: The Insurer shall determine the medical expenses in accordance with the “Guidelines for Clinical Diagnosis and Treatment of Persons Injured in Road Traffic Accidents” and the portion of the standard medical treatment fee of similar national basic medical insurance.

The specified compensation criteria of medical expenses and insurance premium determination should be aligned under this contract of insurance. Insurer shall not be responsible for the compensation liability for medical expenses that exceed the compensation criteria. Apart from this, this contract of insurance is HZMB Hong Kong Cross Border Motor Vehicle Supplementary Insurance. It provides basic risk protection to the insured but it cannot transfer all the compensation liability risk of the insured.

Content:

Insurance Category	Content
Third Party Liability Insurance of Motor Vehicles	<p>Clause 16: The Insurer shall determine the compensation for medical expenses in accordance with the “Guidelines for Clinical Diagnosis and Treatment of Persons Injured in Road Traffic Accidents” and the standard of the same kind of medical expenses listed in the national basic medical insurance.</p> <p>The Insurer has the right to reassess compensation amounts promised or paid by the Insured without the written consent from the Insurer. The Insurer is not liable for compensation liability for amounts outside of its compensation coverage or exceeding the required compensation amounts.</p>
Liability Insurance for Persons Onboard Motor Vehicles	<p>Clause 24: The Insurer or its partnered Mainland claims service provider shall determine the compensation for medical expenses in accordance with the “Guidelines for Clinical Diagnosis and Treatment of Persons Injured in Road Traffic Accidents” and the standard of same kind of medical expenses listed in the national basic medical insurance.</p> <p>The Insurer or its partnered Mainland claims service provider have the right to reassess compensation amounts promised or paid by the Insured without the written approval from the Insurer or its partnered Mainland claims service provider. The Insurer is not liable for compensation liability for amounts outside of its compensation coverage or exceeding its required compensation amounts.</p>

Part 4 Definitions relating to Exclusion of Insurer’s Liability Clauses

Content	Meaning
While Using the Insured Motor Vehicle	refers to the entire process in which the Insured Motor Vehicle is used as a tool, which includes periods when it is running, parked or in operation, but does not include periods when it is being repaired or maintained in business premises, or when it is being salvaged by the operating unit, such as being towed or hauled.
Natural Disasters	refer to natural phenomena which have a destructive impact on humans and the environment on which humans are dependent, such as lightning strikes, windstorms, rainstorms, floods, tornados, hailstorms, typhoons, tropical storms, subsidence, rockfalls, landslides, debris flows, avalanches, collapse of frozen surfaces, blizzards, icicles, sandstorms, earthquakes and the subsequent disasters, etc.
Accident	refers to sudden events which cannot be predicted nor controlled by the Insured, but does not include war, military conflicts, terrorist activities, riots, Pollution (including radioactive pollution), nuclear reaction, nuclear radiation, etc.
Fleeing the scene after the accident	refers to the involved person fleeing the scene of a road traffic accident by driving or abandoning the vehicle, absconding and hiding after the occurrence of a road traffic accident to avoid legal liability.
Family Members	refer to spouse, parents, children and other close relatives living together.
Consumption of Alcohol	refers to the driver consuming alcoholic beverages and resulting in a blood alcohol content of 20 mg/100 mL or greater when driving a motor vehicle.
Pollution (including radioactive pollution)	refers to pollution damage, deterioration or personal injury or death to the Insured Motor Vehicle and Third Party property due to leakage, spillage, emission and scattering of fuel, exhaust fumes, cargo and other pollutants in the normal Usage Process of the Insured Motor Vehicle or when it has an accident.

投保人聲明：

保險人已通過上述書面形式向本人詳細介紹並提供了投保險種所適用的條款，並對其中免除保險人責任的條款（包括責任免除條款、減輕保險人責任的條款），以及本保險合同中付費約定和特別約定的內容向本人作了書面明確說明，本人已充分理解並接受上述內容，同意以此作為訂立保險合同的依據。本人自願投保上述險種。

尊敬的客戶，為了充分保障您的權益，請您將以下黑體字內容，在適用之方格 ☐ 內打上剔✓號，以表明您已了解投保內容，並自願投保：

- ☐ 本人確認收到條款及《港珠澳大橋香港跨境車輛內地交強險等效保險免責事項說明書》。保險人已明確說明免除保險人責任條款的內容及法律後果。
- ☐ 本人確認收到條款及《港珠澳大橋香港跨境車輛商業保險免責事項說明書》。保險人已明確說明免除保險人責任條款的內容及法律後果。

Policyholder Declarations:

Insurer has already explained in detail and provided me the applicable terms of the insurance categories that purchased with the above written statements. Insurer has also provided me clearly written explanation of the exclusion of insurer's liability clauses (including exclusion of liability clauses, reduce insurer's liability clauses) and the content of premium and special remarks. I fully acknowledge and accept the above content and agree to use this as the basis to form the contract of insurance. I purchase the above insurance categories voluntarily.

Dear Valued Customer, to well protect your legitimate rights and interests, please tick ☐ the box ✓ next to the applicable statement below to confirm you have acknowledged the insuring content:

- ☐ I confirm I have received the terms and the "HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition Disclaimer". Insurer has clearly explained the content of the exclusion of insurer's liability clauses and legal consequences.
- ☐ I confirm I have received the terms and the "HZMB Hong Kong Cross Border Motor Vehicle Supplementary Insurance Disclaimer". Insurer has clearly explained the content of the exclusion of insurer's liability clauses and legal consequences.

客戶姓名 Name of Customer : _____

客戶簽名 Customer's Signature : _____

日期 Date : _____

年 yyyy/ 月 mm/ 日 dd

第一部分 出險報案

港珠澳大橋跨境車輛如在中華人民共和國境內(不含港、澳、台地區,下同)發生保險事故時,被保險人需保護現場並迅速撥打內地合作保險服務機構報案電話報案(以非中國大陸地區電話撥號+8628 95550,以中國大陸地區電話撥號95550),撥打交警110電話報警,視傷者情況撥打120救助。採取有效措施,保護現場環境,以免發生二次碰撞。

第二部分 查勘指引與要求

出險車輛需按照中華人民共和國境內車險理賠查勘流程處理。完成報案之後,當事人在確保人車安全且不違反內地相關法律法規的情況下,應盡量保持事故現場環境。

第三部分 車輛定損指引與要求

被保險人應該及時報案並協助內地保險服務機構查勘定損,由於被保險人未及時通知香港保險人或內地保險服務機構,導致內地保險服務機構無法核定的損失,香港保險人及內地保險服務機構不負責賠償。

第四部分 人傷案件指引與要求

1. 撥打內地合作保險服務機構報案電話報案(以非中國大陸地區電話撥號+8628 95550,以中國大陸地區電話撥號95550),同時撥打交警110電話報警,保護現場環境,以免發生二次碰撞,傷情嚴重的應及時撥打120救助。
2. 被保險人在保證安全的情況下,可用手機拍攝現場環境情況,以備證據。查勘員、交警、救護車到達現場後,被保險人應積極配合現場處理工作。
3. 輕微人傷的案件,依照內地合作保險服務機構第三者人傷快賠案件處理流程,若現場整案人傷損失核定在3000元以內,被保險人可與內地合作保險服務機構現場簽署調解協議書,免除提供醫療機構單證。
4. 醫療費原則按照中華人民共和國境內《道路交通事故受傷人員臨床診療指南》同國家基本醫療保險的同類醫療費用標準核定醫療使費的賠償金額。傷者需入院治療的,由內地合作保險服務機構派專人跟進醫院查勘。誤工費、護理費、交通費、營養費、傷殘評級等以出險地相關法律法規規定的賠比標準核定。
5. 事故傷者回香港或澳門當地醫療機構就醫的,依照《港珠澳大橋香港跨境車輛內地交強險等效保險》、《港珠澳大橋香港跨境車輛商業保險》條款,參考內地賠償標準,由香港保險人與內地合作保險服務機構共同協商賠付金額。
6. 仲裁或訴訟案件以裁決或判決為準。

第五部分 賠付指引與要求

1. 授權直賠第三者機制:若保險事故雙方當事人對案件性質、事故責任劃分均無異議且第三者車在中華人民共和國境內維修的,被保險人可參照中華人民共和國境內直賠第三者授權模式,與第三者方簽訂直賠第三者授權書,把賠款的領取權轉移給第三者。
2. 實物賠付機制:被保險人和第三者協商一致後可選擇與內地合作保險服務機構簽訂實物賠付確認書,待車輛維修完畢後,當事人無需墊付維修款項,由內地合作保險服務機構根據定損金額和《實物賠付確認書》相關約定,將對應車輛的損失賠款直接支付至維修單位同名賬戶,超出保險賠償責任範圍的費用需由當事人自行結算。
3. 理賠計算:內地合作保險服務機構根據被保險人提供的資料,依據中華人民共和國境內法律法規及保險合同條款,對案卷資料和保險責任進行審核,對各險種、各賠償項目分別計算損失金額和賠款金額。若出現重複投保時,賠款金額則按保額比例分攤。
4. 賠款支付:以人民幣為結算幣種進行賠償,賠款支付予被保險人或其授權方。

Part 1 Report A Claim

If there is an accident happened of the Hong Kong Cross Border Motor Vehicle within the territory of the Mainland China (not including Hong Kong, Macau, Taiwan area, same as below), the Insured should protect the on-spot area and contact the service organization of the partnered Mainland claims service provider via call at (dial +8628 95550 if using a non-Mainland China phone number, and dial 95550 if using a Mainland China phone number) in a speedy manner to report the accident. The Insured should also call 110 to contact the traffic police and call 120 for assistance depending on the conditions of the injured. To avoid there is a second time crash, effective measures to protect the on-spot area should be taken.

Part 2 Investigation Guidelines and Requirements

The motor vehicle under the claim should be handled according to the investigation procedures of motor claims within the territory of the Mainland China. After reporting the accident, the principal should do their best to maintain the on-spot area of the accident under the condition that the safety of both the people and vehicle have been ensured and no violation to the related law and compliance of Mainland.

Part 3 Motor Vehicle Loss Determination Guidelines and Requirements

The Insured should report the case in a timely manner and assist the Mainland claims service provider to investigate the loss. In case of loss that cannot be determined due to the Insured have not yet notified the Hong Kong Insurer or the Mainland claims service provider in a timely manner, the Hong Kong Insurer and the Mainland claims service provider shall not be responsible for compensation.

Part 4 Personal Injury Case Guidelines and Requirements

1. Contact the partnered Mainland claims service provider via call at (dial +8628 95550 if using a non-Mainland China phone number, and dial 95550 if using a Mainland China phone number) and report to the traffic police via call at 110. To avoid there is a second time crash, serious injury cases should also contact 120 for assistance.
2. The Insured can use mobile phone to record the on-spot environment as an evidence when it is under a safe condition. The Insured should proactively respond to the on-spot handling when the investigator, traffic police and ambulance arrived.
3. Minor personal injury cases should be handled according to the third party personal injury smart claims handling procedure of the partnered Mainland claims service provider. For the case on-spot as a whole where the loss of personal injury is determined to be within RMB3,000, the Insured may enter into an agreement to mediate in writing with the partnered Mainland claims service provider to exempt providing medical organization proof.
4. The principles of medical treatment fee should be determined according to the Mainland "Guidelines for Clinical Diagnosis and Treatment of Persons Injured in Road Traffic Accidents" and the compensation amount determined using the standard of the same kind of medical expenses. The injured who needs to admit to hospital to accept treatment, the case will be investigated by the representative of the partnered Mainland claims service provider. The standard of compensation ratio for cost of lost labor, care, transportation, nutritional, disability gradings and so on shall be determined according to the regulations of the law and compliance of the place of the accident happened.

5. According to the terms of the “HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition” and “HZMB Hong Kong Cross Border Motor Vehicle Supplementary Insurance”, upon the injured returned to accept medical treatment at the medical organization in Hong Kong or Macau, the compensation amount, which is referenced from the Mainland compensation standard, shall be jointly negotiated by the Hong Kong Insurer and the partnered insurance service organization.
6. Adjudication or verdict shall prevail for arbitration or litigation cases.

Part 5 Compensation Guidelines and Requirements

1. **Authorized Direct Compensation to Third Party Mechanism:** In case both parties that involved in the accident have no objection to the case nature and the responsibility of the accident and the motor vehicle of the third party is repaired within the territory of Mainland China, the Insured can reference the authorized direct compensation to third party mechanism within the territory of Mainland China to sign the direct compensation to third party authorization form to transfer the right to obtain the compensation to the third party.
2. **Actual compensation Mechanism:** When an agreement is reached after the negotiation between the insured and third party, they can choose to sign the actual compensation confirmation with the Mainland claims service provider. Upon the repair of the motor vehicle has been completed, there is no need for the principal to pay in advance of the repair fee. The Mainland claims service provider shall settle the loss compensation of the motor vehicle direction to the repair garage according to the loss amount determined and related terms of the “Actual Compensation Confirmation Form”. Expenses exceed the scope of the insurance compensation responsibility shall be handled by the principal.
3. **Compensation Calculation:** With reference to the information provided by the Insured, the Mainland claims service provider will evaluate the claims information and insurance responsibility, and the loss amount calculation and compensation mount on each insurance category and compensation on each item. In case of repeated purchase of policy, compensation amount shall be allocated according to sum insured ratio.
4. **Compensation Settlement:** Compensation shall be settled in Renminbi. Compensation shall be settled to the Insured or the party authorized by the Insured.