

## 港珠澳大桥香港跨境车辆商业保险条款

### 总则

**第一条** 本保险条款为责任保险。包括机动车第三者责任保险、机动车车上人员责任保险两个独立的险种，投保人可以选择投保全部险种，也可以选择投保其中部分险种。保险人依照本保险合同的约定，按照承保险种分别承担保险责任。

**第二条** 本保险合同中的被保险机动车是指经港珠澳大桥临时出入内地且仅限在广东省行驶的，持有临时入境机动车牌证的香港机动车。

香港机动车指在香港登记并领取有效牌照的车辆，包括以动力装置驱动或者牵引，上道路行驶的供人员乘用或者用于运送物品以及进行专项作业的轮式车辆(含挂车)、履带式车辆和其他运载工具，但不包括摩托车、拖拉机、特种车。

因内地公安机关依法扩展被保险车辆的允许行驶区域及允许入境口岸，拟变更保险责任范围的，保险人可依法通过特别约定的方式对保单责任进行变更。

**第三条** 本保险合同中的第三者是指因被保险机动车发生意外事故遭受人身伤亡或者财产损失的人，但不包括被保险机动车本车车上人员、被保险人。

**第四条** 本保险合同中的车上人员是指发生意外事故的瞬间，在被保险机动车车体内或车体上的人员，包括正在上下车的人员。

**第五条** 本保险合同中的各方权利和义务，由保险人、投保人遵循公平原则协商确定。保险人、投保人自愿订立本保险合同。

除本保险合同另有约定外，投保人应在保险合同成立时一次性交清保险费。保险费未交清前，本保险合同不生效。

### 第一章 机动车第三者责任保险 保险责任

**第六条** 保险期间内，被保险人或其允许的驾驶人在使用被保险机动车过程中发生意外事故，致使第三者遭受人身伤亡或财产直接损毁，依法应当对第三者承担的损害赔偿赔偿责任，且不属于免除保险人责任的范围，保险人依照本保险合同的约定，对于超过港珠澳大桥香港跨境车辆内地交强险等保险各分项赔偿限额的部分负责赔偿。

**第七条** 保险人依据被保险机动车一方在事故中所负的事故责任比例，承担相应的赔偿责任。

被保险人或被保险机动车一方根据内地有关法律法规选择自行协商或由内地公安机关交通管理部门处理事故，但未确定事故责任比例的，按照下列规定确定事故责任比例：

被保险机动车一方负主要事故责任的，事故责任比例为70%；

被保险机动车一方负同等事故责任的，事故责任比例为50%；

被保险机动车一方负次要事故责任的，事故责任比例为30%。

涉及司法或仲裁程序的，以内地法院或仲裁机构最终生效的法律文书为准。

### 责任免除

**第八条** 在上述保险责任范围内，下列情况下，不论任何原因造成的人身伤亡、财产损失和费用，保险人均不负责赔偿：

(一) 事故发生后，被保险人或驾驶人故意破坏、伪造现场，毁灭证据；

(二) 驾驶人有下列情形之一者：

- 1、交通肇事逃逸；
- 2、饮酒、吸食或注射毒品、服用国家管制的精神药品或者麻醉药品；
- 3、无驾驶证，驾驶证被依法扣留、暂扣、吊销、注销期间；
- 4、驾驶与驾驶证载明的准驾车型不相符合的机动车；
- 5、非被保险人允许的驾驶人。

(三) 被保险机动车有下列情形之一者：

- 1、发生保险事故时被保险机动车行驶证、号牌被注销的；
- 2、被扣留、收缴、没收期间；
- 3、竞赛、测试期间，在营业性场所维修、保养、改装期间；
- 4、全车被盗窃、被抢劫、被抢夺、下落不明期间。

**第九条** 下列原因导致的人身伤亡、财产损失和费用，保险人不负责赔偿：

- (一) 战争、军事冲突、恐怖活动、暴乱、污染(含放射性污染)、核反应、核辐射；
- (二) 第三者、被保险人或驾驶人故意制造保险事故、犯罪行为，第三者与被保险人或其他致害人恶意串通的行为；
- (三) 被保险机动车被转让、改装、加装或改变使用性质等，导致被保险机动车危险程度显著增加，且未及时通知保险人，因危险程度显著增加而发生保险事故的。

**第十条** 下列人身伤亡、财产损失和费用，保险人不负责赔偿：

- (一) 被保险机动车发生意外事故，致使任何单位或个人停业、停驶、停电、停水、停气、停产、通讯或网络中断、电压变化、数据丢失造成的损失以及其他各种间接损失；
- (二) 第三者财产因市场价格变动造成的贬值，修理后因价值降低引起的减值损失；
- (三) 被保险人及其家庭成员、驾驶人及其家庭成员所有、承租、使用、管理、运输或代管的财产的损失，以及本车上财产的损失；
- (四) 被保险人、驾驶人、本车车上人员的人身伤亡；
- (五) 停车费、保管费、扣车费、罚款、罚金或惩罚性赔款；
- (六) 超出内地《道路交通事故受伤人员临床诊疗指南》和国家基本医疗保险同类医疗费用标准的费用部分；
- (七) 律师费，未经保险人事先书面同意的诉讼费、仲裁费；
- (八) 投保人、被保险人或驾驶人知道保险事故发生后，故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担赔偿责任，但保险人通过其他途径已经知道或者应当及时知道保险事故发生的除外；
- (九) 因被保险人违反本条款第十四条约定，导致无法确定的损失；
- (十) 精神损害抚慰金；
- (十一) 应当由港澳大桥香港跨境车辆内地交强险等效保险赔偿的损失和费用；保险事故发生时，被保险机动车未投保港澳大桥香港跨境车辆内地交强险等效保险或港澳大桥香港跨境车辆内地交强险等效保险合同已经失效的，对于港澳大桥香港跨境车辆内地交强险等效保险责任限额以内的损失和费用，保险人不负责赔偿；
- (十二) 被保险车辆所有人及授权驾驶人在内地发生交通意外而可能承担的香港司法责任。

## 责任限额

**第十一条** 每次事故的责任限额，由投保人和保险人在签订本保险合同时协商确定。

**第十二条** 主车和挂车连接使用时视为一体，发生保险事故时，由主车保险人和挂车保险人按照保险单上载明的机动车第三者责任保险责任限额的比例，在各自的责任限额内承担赔偿责任。

## 赔偿处理

**第十三条** 保险人对被保险人或其允许的驾驶人给第三者造成的损害，可以直接向该第三者赔偿。

被保险人或其允许的驾驶人给第三者造成损害，对第三者应负的赔偿责任确定的，根据被保险人的请求，保险人应当直接向该第三者赔偿。被保险人急于请求的，第三者就其应获赔偿部分直接向保险人请求赔偿的，保险人可以直接向该第三者赔偿。

被保险人或其允许的驾驶人给第三者造成损害，未向该第三者赔偿的，保险人不得向被保险人赔偿。

**第十四条** 发生保险事故后，保险人依据本条款约定在保险责任范围内承担赔偿责任。赔偿方式由保险人与被保险人协商确定。

因保险事故损坏的第三者财产，修理前被保险人应当会同保险人检验，协商确定维修机构、修理项目、方式和费用。无法协商确定的，双方委托共同认可的有资质的第三方进行评估。

**第十五条** 赔款计算

- (一) 当(依合同约定核定的第三者损失金额 - 港澳大桥香港跨境车辆内地交强险等效保险的分项赔偿限额) × 事故责任比例等于或高于每次事故责任限额时：

赔款 = 每次事故责任限额

- (二) 当(依合同约定核定的第三者损失金额 - 港澳大桥香港跨境车辆内地交强险等效保险的分项赔偿限额) × 事故责任比例低于每次事故责任限额时：

赔款 = (依合同约定核定的第三者损失金额 - 港澳大桥香港跨境车辆内地交强险等效保险的分项赔偿限额) × 事故责任比例

**第十六条** 保险人按照内地《道路交通事故受伤人员临床诊疗指南》和国家基本医疗保险的同类医疗费用标准核定医疗费用的赔偿金额。

未经保险人书面同意，被保险人自行承诺或支付的赔偿金额，保险人有权重新核定。不属于保险人赔偿范围或超出保险人应赔偿金额的，保险人不承担赔偿责任。

## 第二章 机动车车上人员责任保险 保险责任

**第十七条** 保险期间内，被保险人或其允许的驾驶人在使用被保险机动车过程中发生意外事故，致使车上人员遭受人身伤亡，且不属于免除保险人责任的范围，依法应当对车上人员承担的损害赔偿义务，保险人依照本保险合同的约定负责赔偿。

**第十八条** 保险人依据被保险机动车一方在事故中所负的事故责任比例，承担相应的赔偿责任。

被保险人或被保险机动车一方根据内地有关法律法规选择自行协商或由内地公安机关交通管理部门处理事故，但未确定事故责任比例的，按照下列规定确定事故责任比例：

被保险机动车一方负主要事故责任的，事故责任比例为70%；

被保险机动车一方负同等事故责任的，事故责任比例为50%；

被保险机动车一方负次要事故责任的，事故责任比例为30%。

涉及司法或仲裁程序的，以内地法院或仲裁机构最终生效的法律文书为准。

## 责任免除

**第十九条** 在上述保险责任范围内，下列情况下，不论任何原因造成的人身伤亡，保险人均不负责赔偿：

(一) 事故发生后，被保险人或驾驶人故意破坏、伪造现场，毁灭证据；

(二) 驾驶人有下列情形之一者：

- 1、交通肇事逃逸；
- 2、饮酒、吸食或注射毒品、服用国家管制的精神药品或者麻醉药品；
- 3、无驾驶证，驾驶证被依法扣留、暂扣、吊销、注销期间；
- 4、驾驶与驾驶证载明的准驾车型不相符合的机动车；
- 5、非被保险人允许的驾驶人。

(三) 被保险机动车有下列情形之一者：

- 1、发生保险事故时被保险机动车行驶证、号牌被注销的；
- 2、被扣留、收缴、没收期间；
- 3、竞赛、测试期间，在营业性场所维修、保养、改装期间；
- 4、全车被盗窃、被抢劫、被抢夺、下落不明期间。

**第二十条** 下列原因导致的人身伤亡，保险人不负责赔偿：

(一) 战争、军事冲突、恐怖活动、暴乱、污染(含放射性污染)、核反应、核辐射；

(二) 被保险机动车被转让、改装、加装或改变使用性质等，导致被保险机动车危险程度显著增加，且未及时通知保险人，因危险程度显著增加而发生保险事故的；

(三) 投保人、被保险人或驾驶人故意制造保险事故。

**第二十一条** 下列人身伤亡、损失和费用，保险人不负责赔偿：

(一) 被保险人及驾驶人以外的其他车上人员的故意行为造成的自身伤亡；

(二) 车上人员因疾病、分娩、自残、斗殴、自杀、犯罪行为造成的自身伤亡；

(三) 罚款、罚金或惩罚性赔款；

(四) 超出内地《道路交通事故受伤人员临床诊疗指南》和国家基本医疗保险同类医疗费用标准的费用部分；

(五) 律师费，未经保险人事先书面同意的诉讼费、仲裁费；

(六) 投保人、被保险人或驾驶人知道保险事故发生后，故意或者因重大过失未及时通知，致使保险事故的性质、原因、损失程度等难以确定的，保险人对无法确定的部分，不承担赔偿责任，但保险人通过其他途径已经知道或者应当及时知道保险事故发生的除外；

(七) 精神损害抚慰金；

(八) 应当由港澳大桥香港跨境车辆内地交强险等效保险赔付的损失和费用；保险事故发生时，被保险机动车未投保港澳大桥香港跨境车辆内地交强险等效保险或港澳大桥香港跨境车辆内地交强险等效保险合同已经失效的，对于港澳大桥香港跨境车辆内地交强险等效保险责任限额以内的损失和费用，保险人不负责赔偿；

(九) 被保险车辆所有人及授权驾驶人在内地发生交通意外而可能承担的香港司法责任。

## 责任限额

**第二十二条** 驾驶人每次事故责任限额和乘客每次事故每人责任限额由投保人和保险人在投保时协商确定。投保乘客座位数按照被保险机动车的核定载客数(驾驶人座位除外)确定。

## 赔偿处理

### 第二十三条 赔款计算

(一) 对每座的受害人,当(依合同约定核定的每座车上人员人身伤亡损失金额-应由港珠澳大桥香港跨境车辆内地交强险等效保险赔偿的金额)×事故责任比例高于或等于每次事故每座责任限额时:

赔款=每次事故每座责任限额

(二) 对每座的受害人,当(依合同约定核定的每座车上人员人身伤亡损失金额-应由港珠澳大桥香港跨境车辆内地交强险等效保险赔偿的金额)×事故责任比例低于每次事故每座责任限额时:

赔款=(依合同约定核定的每座车上人员人身伤亡损失金额-应由港珠澳大桥香港跨境车辆内地交强险等效保险赔偿的金额)×事故责任比例

**第二十四条** 保险人或保险人合作的内地理赔服务机构按照内地《道路交通事故受伤人员临床诊疗指南》和国家基本医疗保险的同类医疗费用标准核定医疗费用的赔偿金额。

未经保险人或保险人合作的内地理赔服务机构书面同意,被保险人自行承诺或支付的赔偿金额,保险人或保险人合作的内地理赔服务机构有权重新核定。不属于保险人赔偿范围或超出保险人应赔偿金额的,保险人不承担赔偿责任。

## 第三章 通用条款

### 保险期间

**第二十五条** 除内地法律、行政法规另有规定外,港珠澳大桥香港跨境车辆商业保险合同的保险期间应与港珠澳大桥香港跨境车辆内地交强险等效保险合同一致,保险期间最长为一年,以保险单载明的起止时间为准。

### 其他事项

**第二十六条** 发生保险事故时,被保险人或驾驶人应当及时采取合理的、必要的施救和保护措施,防止或者减少损失,并在保险事故发生后48小时内通知保险人或保险人合作的内地理赔服务机构。

被保险人索赔时,应当向保险人或保险人合作的内地理赔服务机构提供与确认保险事故的性质、原因、损失程度有关的证明和资料。

被保险人应当提供保险单、损失清单、有关费用单据、被保险机动车行驶证和发生事故时驾驶人的驾驶证。

属于道路交通事故的,被保险人应当提供内地公安机关交通管理部门或法院等机构出具的事故证明、有关的法律文书(判决书、调解书、裁定书、裁决书等)及其他证明。被保险人或其允许的驾驶人根据有关法律法规规定选择自行协商方式处理交通事故的,被保险人应当提供依照《道路交通事故处理程序规定》签订记录交通事故情况的协议书。

**第二十七条** 保险人或保险人合作的内地理赔服务机构按照本保险合同的约定,认为被保险人索赔提供的有关证明和资料不完整的,应当及时一次性通知被保险人补充提供。

**第二十八条** 保险人或保险人合作的内地理赔服务机构收到被保险人的赔偿请求后,应当及时作出核定;情形复杂的,应当在三十日内作出核定。保险人或保险人合作的内地理赔服务机构应当将核定结果通知被保险人;对属于保险责任的,在与被保险人达成赔偿协议后十日内,履行赔偿义务。保险合同对赔偿期限另有约定的,保险人或保险人合作的内地理赔服务机构应当按照约定履行赔偿义务。

保险人或保险人合作的内地理赔服务机构未及时履行前款约定义务的,除支付赔款外,应当赔偿被保险人因此受到的损失。

**第二十九条** 保险人或保险人合作的内地理赔服务机构依照本条款第二十八条的约定作出核定后,对不属于保险责任的,应当自作出核定之日起三日内向被保险人发出拒绝赔偿通知书,并说明理由。

**第三十条** 保险人或保险人合作的内地理赔服务机构自收到赔偿请求和有关证明、资料之日起六十日内,对其赔偿数额不能确定的,应当根据已有证明和资料可以确定的数额先予支付;保险人或保险人合作的内地理赔服务机构最终确定赔偿数额后,应当支付相应的差额。

**第三十一条** 保险人或保险人合作的内地理赔服务机构受理报案、现场查勘、核定损失、参与诉讼、进行抗辩、要求被保险人提供证明和资料、向被保险人提供专业建议等行为,均不构成保险人或保险人合作的内地理赔服务机构对赔偿责任的承诺。

**第三十二条** 在保险期间内,保险合同之效力于被保险机动车转让当日之二十四时终止。投保人在通知保险人之日视作解除本保险合同之日,合同解除后的退费规则依照本条款第三十三条规定而为之。

**第三十三条** 保险责任开始前,投保人要求解除本保险合同的,投保人向保险人支付根据保险合同订定的行政费后,保险人应当退还保险费。保险责任开始后,投保人要求解除本保险合同的,自通知保险人之日起,保险合同解除。保险人按日收取自保险责任开始之日起至合同解除之日止期间的保险费,投保人应当向保险人支付根据保险合同订定的行政费。

**第三十四条** 因履行本保险合同发生争议的,由当事人协商解决,协商不成的,依法处理。本保险合同争议处理适用内地法律。

**第三十五条** 本条款保险人为安盛保险有限公司。

**第三十六条** 中国安盛天平财产保险有限公司为香港机动车在内地发生保险责任事故的保险理赔机构，按照内地法律、行政法规及理赔流程提供相应服务。

**第三十七条** 本条款保险数据由安盛保险有限公司传送给中国安盛天平财产保险有限公司再传送至广东车辆数据综合服务平台。各自范围内应确保传送数据真实性、准确性与及时性。

**第三十八条** 严格按照被保险机动车事故发生时的出险地划分香港汽车保险(第三者风险)条例要求备有的第三者风险法定责任保险和内地商业险的保险责任与赔偿限额。

## 释义

**【使用被保险机动车过程】**指被保险机动车作为一种工具被使用的整个过程，包括行驶、停放及作业，但不包括在营业场所被维修养护期间、被营业单位拖带或被吊装等施救期间。

**【自然灾害】**指对人类以及人类赖以生存的环境造成破坏性影响的自然现象，包括雷击、暴风、暴雨、洪水、龙卷风、冰雹、台风、热带风暴、地陷、崖崩、滑坡、泥石流、雪崩、冰陷、暴雪、冰凌、沙尘暴、地震及其次生灾害等。

**【意外事故】**指被保险人不可预料、无法控制的突发性事件，但不包括战争、军事冲突、恐怖活动、暴乱、污染(含放射性污染)、核反应、核辐射等。

**【交通肇事逃逸】**是指发生道路交通事故后，当事人为逃避法律责任，驾驶或者遗弃车辆逃离道路交通事故现场以及潜逃藏匿的行为。

**【家庭成员】**指配偶、父母、子女和其他共同生活的近亲属。

**【饮酒】**指驾驶人饮用含有酒精的饮料，驾驶机动车时血液中的酒精含量大于等于20 mg/100mL的。

**【污染(含放射性污染)】**指被保险机动车正常使用过程中或发生事故时，由于油料、尾气、货物或其他污染物的泄漏、飞溅、排放、散落等造成的被保险机动车和第三方财产的污损、状况恶化或人身伤亡。



# Provision of HZMB Hong Kong Cross Border Motor Vehicle Supplementary Insurance

## GENERAL CLAUSES

**Clause 1** This insurance is a liability insurance. It includes two individual insurance categories, namely Third Party Liability Insurance of Motor Vehicles, and Liability Insurance for Persons Onboard Motor Vehicles. The Policyholder may choose to purchase all categories, or choose to purchase partial coverage. The Insurer shall be liable for insurance liabilities of the corresponding insurance categories in accordance with those agreed in this contract of insurance.

**Clause 2** Insured Motor Vehicle in this contract of insurance refers to Hong Kong motor vehicle with temporary-entry vehicle licence plate that is entering and exiting Mainland China on a temporary basis via Hong Kong-Zhuhai-Macao Bridge (HZMB), and is only driving in Guangdong Province.

Hong Kong motor vehicle refers to vehicle that is registered in Hong Kong with valid license, including wheeled vehicles that are driven or towed by a power unit on roads for the carriage of passengers or transportation of goods and performed specialised operations (including trailers), tracked vehicles and other carriers, but excluding motorcycles, tractors and special vehicles.

If the permitted operating geographical area and entry points of the Insured Motor Vehicle is expanded legally by the Mainland Ministry of Public Security, Insurer can make changes to the insurance liability coverage in accordance with the legally specialized arrangement to modify the insurance liability.

**Clause 3** Third Party in this contract of insurance refers to persons who suffer from death or bodily injury or damage to property, arising out of an Accident caused by the Insured Motor Vehicle, but excludes persons onboard the Insured Motor Vehicle and the Insured.

**Clause 4** The persons onboard in this contract of insurance refer to persons inside or on the Insured Motor Vehicle at the moment when an Accident occurred, and include persons getting into or out of the vehicle.

**Clause 5** The rights and obligations of parties to this contract of insurance shall be negotiated and confirmed between the Insurer and the Policyholder based on the principle of fairness. The Insurer and the Policyholder voluntarily enter into this contract of insurance.

Unless otherwise specified in this contract of insurance, the insurance premium should be settled one-off by the Policyholder when the contract of insurance is established. This contract of insurance will not come into effect before insurance premium is fully paid.

## CHAPTER 1 THIRD PARTY LIABILITY INSURANCE OF MOTOR VEHICLES INSURANCE LIABILITY

**Clause 6** During the insurance period, if the Insured or driver authorized by him/her has an traffic Accident While Using the Insured Motor Vehicle, causing personal injury or death or direct damage to property of the Third Party, resulting in damages liable to be paid to the Third Party according to law, and which the Insurer is not exempt from its liability, the Insurer shall compensate the amounts in excess of the compensation limits of each item of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition according to those agreed in this contract of insurance.

**Clause 7** The Insurer shall be liable for compensation liability which corresponds to the proportion of liability of the Insured Motor Vehicle in the accident.

Where the Insured or the party of the Insured Motor Vehicle chooses to negotiate by themselves according to relevant Mainland laws and regulations or let the Traffic Management Bureau of Mainland Ministry of Public Security handle the accident, where proportion of liability is not confirmed, the following rules shall be applied to determine the proportion of liability in the accident:

If the party of the Insured Motor Vehicle is primarily responsible, the proportion of liability in the accident shall be 70%;

If the party of the Insured Motor Vehicle is equally responsible, the proportion of liability in the accident shall be 50%;

If the party of the Insured Motor Vehicle is secondarily responsible, the proportion of liability in the accident shall be 30%;

If legal proceedings or arbitration is involved, the legal instruments from the Mainland court or arbitration institutions which ultimately come into force shall prevail.

## EXCLUSION OF LIABILITY

**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.

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**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.

## LIABILITY LIMIT

**Clause 11** The liability limit of each incident shall be negotiated by the Policyholder and the Insurer when this contract of insurance is signed.

**Clause 12** The main vehicle and trailer shall be viewed as one entity when connected in use. When there is an occurrence of an incident covered by the insurance, the insurer of the main vehicle and insurer of the trailer shall be liable for compensation within their respective liability limits as stipulated in the policy's liability limit ratio of Third Party liability insurance of motor vehicles under policy schedule.

## HANDLING OF COMPENSATION

**Clause 13** For damages caused by the Insured or driver authorised by him/her to the Third Party, the Insurer may pay compensation directly to the Third Party.

For damages caused by the Insured or driver authorised by him/her to the Third Party, and when compensation liability to the Third Party is confirmed, at the request of the Insured, the Insurer shall pay compensation directly to the Third Party. If the Third Party requests compensation directly from the Insurer for the proportion of compensation it is entitled to because the Insured has neglected to make such a request, the Insurer may make compensation directly to the Third Party.

For damages caused by the Insured or driver authorised by him/her to the Third Party, the Insurer shall not pay compensation to the Insured if the Third Party is not yet compensated.

**Clause 14** After the occurrence of an incident covered by the insurance, the Insurer shall be liable for the compensation liability under the insurance liability coverage agreed upon in this Provision. The method of compensation shall be confirmed through negotiation between the Insurer and the Insured.

For Third Party property damaged in an incident covered by the insurance, the Insured and Insurer shall jointly carry out inspection before repairs to negotiate and confirm the garage carrying out repairs, items to be repaired, repairing method and cost. In case joint agreement cannot be reached, both parties may appoint upon mutual agreement a qualified third party to perform evaluation.

**Clause 15** Calculation of compensation

- (1) In the event where (the loss amount of the Third Party specified and determined in the contract – compensation of the item limit of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition) x proportion of liability in the incident is equal to or higher than the liability limit of each incident:  
Compensation = Liability limit of each incident
- (2) In the event where (the loss amount of the Third Party specified and determined in the contract – compensation of the item limit of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition) x proportion of liability in the incident is lower than the liability limit of each incident:  
Compensation = (the loss amount of the Third Party specified and determined in the contract – compensation of the item limit of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition) x proportion of liability in the incident

**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.

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.

## CHAPTER 2 LIABILITY INSURANCE FOR PERSONS ONBOARD MOTOR VEHICLES

### INSURANCE LIABILITY

**Clause 17** During the insurance period, if the Insured or driver authorised by him/her has an Accident While Using the Insured Motor Vehicle, causing personal injury or death to persons onboard, and where Insurer is not exempt from its liability and is legally required to pay damages to persons onboard, the Insurer shall pay compensation in accordance with those agreed in this contract of insurance.

**Clause 18** The Insurer shall undertake compensation liability which corresponds to the proportion of liability of the Insured Motor Vehicle in the accident.

Where the Insured or party of the Insured Motor Vehicle chooses to negotiate by themselves according to relevant Mainland laws and regulations or let the Traffic Management Bureau of Mainland Ministry of Public Security handle the accident, where proportion of liability is not confirmed, the following rules shall be applied to determine the proportion of liability in the accident:

If the party of the Insured Motor Vehicle is primarily responsible, the proportion of liability in the accident shall be 70%;

If the party of the Insured Motor Vehicle is equally responsible, the proportion liability in the accident shall be 50%;

If the party of the Insured Motor Vehicle is secondarily responsible, the proportion liability in the accident shall be 30%;

### EXCLUSION OF LIABILITY

**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.

### LIABILITY LIMIT

**Clause 22** The liability limit in each incident of the driver and liability limit in each incident of passengers shall be negotiated and confirmed between the Policyholder and Insurer at the time of application for insurance. The number of passengers insured to be insured shall be based on the approved seating capacity (excluding the driver's seat) of the Insured Motor Vehicle.



## HANDLING OF COMPENSATION

### Clause 23 Calculation of compensation

- (1) For the Victim in each seat, in the event where (in accordance with the loss amount of personal injury or death of persons onboard motor vehicle of each seat specified and determined by the contract – amounts to be compensated by HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition) x proportion of liability in the incident is equal to or higher than the liability limit of each seat in each incident:

Compensation = Liability limit of each seat in each incident

- (2) For the Victim in each seat, in the event where (in accordance with the loss amount of personal injury or death of persons onboard motor vehicle of each seat specified and determined by the contract – amounts to be compensated by HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition) x proportion of liability in the incident is lower than the liability limit of each seat in each incident:

Compensation = (in accordance with the loss amount of personal injury or death of persons onboard motor vehicle in each seat specified and determined by the contract – amounts to be compensated by HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition) x proportion of liability in the incident

**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.

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.

## CHAPTER 3 GENERAL TERMS INSURANCE PERIOD

**Clause 25** Unless otherwise stipulated by laws and administrative regulations of Mainland China, the insurance period of HZMB Hong Kong Cross Border Motor vehicle supplementary insurance shall be the same as that of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition, subject to a maximum of one year, in accordance with the start and end dates listed in the policy schedule.

## OTHER ISSUES

**Clause 26** In case of occurrence of an incident covered by the insurance, the Insured or driver shall promptly take reasonable and necessary rescue and protection measures to prevent or mitigate losses and inform the Insurer or its partnered Mainland claims service provider within 48 hours after the occurrence of the incident covered by the insurance.

When making a claim, the Insured shall submit relevant evidence and information which can determine the nature, cause, the extent of loss and so on caused by the incident covered by the insurance to the Insurer or its partnered Mainland claims service provider.

The Insured shall provide the policy schedule, list of losses, receipts of relevant expenses, driving permit of the Insured Motor Vehicle and the driver's license of the driver who was driving at the time of the accident.

For road traffic accidents, the Insured shall provide proof of incident, related legal instruments (judgement, conciliation, ruling, verdict, etc.) and other proof issued by the Traffic Management Bureau of Mainland Ministry of Public Security or institutions such as courts. If the Insured or driver authorized by him/her chooses to handle the traffic accident through self-negotiation according to relevant laws and regulations, the Insured shall provide the agreement recording the specifics of the traffic accident that was signed in accordance with the “Provisions on the Handling Procedures for Road Traffic Accidents”;

**Clause 27** If the relevant evidence and information provided by the Insured when making a claim is considered incomplete by the Insurer or its partnered Mainland claims service provider according to those agreed in this contract of insurance, the Insured shall be promptly notified one-time for providing supplementary information.

**Clause 28** After receiving a claim request from the Insured, the Insurer or its partnered Mainland claims service provider shall promptly make an assessment. Complicated cases shall be assessed within 30 days. The Insurer or its partnered Mainland claims service provider shall notify the Insured of the assessment results. For claims within insurance coverage, compensation obligation to the Insured shall be fulfilled within ten days of reaching a compensation agreement. If the compensation deadline is otherwise stipulated in the contract of insurance, the Insurer or its partnered Mainland claims service provider shall fulfil compensation obligations accordingly.

If the Insurer or its partnered Mainland claims service provider is unable to fulfil the aforementioned obligations before the stipulated deadline, losses suffered by the Insured as a result shall also be compensated in addition to the agreed compensation.

**Clause 29** After the Insurer or its partnered Mainland claims service provider has performed assessments in accordance with Clause 28 of this Provision, for claims not covered by insurance liability, a refusal of compensation notice with stated reasons shall be issued to the Insured within three days upon the assessment.

**Clause 30** Within 60 days of receiving the relevant evidence and information of a claim request, if the compensation amount cannot be confirmed, the Insurer or its partnered Mainland claims service provider shall pay the amounts that can be confirmed based on the available evidence and information. The difference shall be paid after the Insurer or its partnered Mainland claims service provider has confirmed the final compensation amount.

**Clause 31** The act of the Insurer or its partnered Mainland claims service provider for accepting incident reports, on-site investigation, assessment of losses, participation in trials, filing a defence, requesting evidence and information for the Insured, providing professional recommendations and so on to the Insured do not constitute commitments to undertake compensation liability of the Insurer or its partnered Mainland claims service provider.

**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.

**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.

**Clause 34** Disputes arising in the course of fulfilment of this contract of insurance shall be resolved by the concerned parties through negotiation. If an agreement cannot be reached, the dispute shall be resolved in accordance with the law. The law of Mainland China shall be applied to resolve disputes relating to this contract of insurance.

**Clause 35** The Insurer of this Provision is AXA General Insurance Hong Kong Limited.

**Clause 36** AXA Tianping Property and Casualty Insurance Co., Ltd. is the claims service provider for Hong Kong motor vehicles involved in insurance liability incidents in Mainland China, providing relevant services according to the laws and administrative regulations and claims settlement procedures of Mainland China.

**Clause 37** Insurance data of this Provision is sent by AXA General Insurance Hong Kong Limited to AXA Tianping Property and Casualty Insurance Co., Ltd., which then sends it to the Guangdong vehicle data integrated service platform. The authenticity, accuracy and timeliness of data sent shall be ensured by the respective entities.

**Clause 38** The insurance liabilities and compensation limits of statutory liability insurance of Third Party risk, as required by the Motor Vehicles Insurance (Third Party risk) Ordinance of Hong Kong, and Mainland commercial insurance shall be strictly defined according to the location of the traffic accident involving the Insured Motor Vehicle.

## DEFINITIONS

**[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.