

港珠澳大桥香港跨境车辆内地交强险等效保险条款

总则

第一条 根据《中华人民共和国道路交通安全法》、《中华人民共和国保险法》、《机动车交通事故责任强制保险条例》等法律、行政法规，制定本条款。

第二条 港珠澳大桥香港跨境车辆内地交强险等效保险合同由本条款与投保单、保险单、批单和特别约定共同组成。凡与港珠澳大桥香港跨境车辆内地交强险等效保险合同有关的约定，都应当采用书面形式。

第三条 港珠澳大桥香港跨境车辆内地交强险等效保险费率实行与被保险机动车道路交通安全违法行为、交通事故记录相联系的浮动机制。

签订港珠澳大桥香港跨境车辆内地交强险等效保险条款合同时，投保人应当一次性支付全部保险费。保险费按照港珠澳大桥香港跨境车辆内地交强险等效保险费率计算。保险费未交清前，本保险合同不生效。

定义

第四条 港珠澳大桥香港跨境车辆内地交强险等效保险合同中的被保险人是指投保人及其允许的合法驾驶人。

投保人是指与保险人订立港珠澳大桥香港跨境车辆内地交强险等效保险合同，并按照合同负有支付保险费义务的机动车的所有人、管理人。

第五条 港珠澳大桥香港跨境车辆内地交强险等效保险合同中的受害人是因被保险机动车发生交通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。

第六条 港珠澳大桥香港跨境车辆内地交强险等效保险合同中的责任限额是指被保险机动车发生交通事故，保险人对每次保险事故所有受害人的人身伤亡和财产损失所承担的最高赔偿金额。责任限额分为死亡伤残赔偿限额、医疗费用赔偿限额、财产损失赔偿限额以及被保险人在道路交通事故中无责任的赔偿限额。其中无责任的赔偿限额分为无责任死亡伤残赔偿限额、无责任医疗费用赔偿限额以及无责任财产损失赔偿限额。

第七条 港珠澳大桥香港跨境车辆内地交强险等效保险合同中的抢救费用是指被保险机动车发生交通事故导致受害人受伤时，医疗机构对生命体征不平稳和虽然生命体征平稳但不采取处理措施会产生生命危险，或者导致残疾、器官功能障碍，或者导致病程明显延长的受害人，参照中华人民共和国国务院卫生主管部门组织制定的交通事故人员创伤临床诊疗指南和国家基本医疗保险标准，采取必要的处理措施所发生的医疗费用。

保险责任

第八条 在内地，被保险人在使用被保险机动车过程中发生交通事故，致使受害人遭受人身伤亡或者财产损失，依法应当由被保险人承担的损害赔偿责任，保险人按照港珠澳大桥香港跨境车辆内地交强险等效保险合同的约定对每次事故在下列赔偿限额内负责赔偿：

(一) 死亡伤残赔偿限额为人民币180000元；

(二) 医疗费用赔偿限额为人民币18000元；

(三) 财产损失赔偿限额为人民币2000元；

(四) 被保险人无责任时，无责任死亡伤残赔偿限额为人民币18000元；无责任医疗费用赔偿限额为人民币1800元；无责任财产损失赔偿限额为人民币100元。

死亡伤残赔偿限额和无责任死亡伤残赔偿限额项下负责赔偿丧葬费、死亡补偿费、受害人亲属办理丧葬事宜支出的交通费用、残疾赔偿金、残疾辅助器具费、护理费、康复费、交通费、被扶养人生活费、住宿费、误工费，被保险人依照法院判决或者调解承担的精神损害抚慰金。

医疗费用赔偿限额和无责任医疗费用赔偿限额项下负责赔偿医药费、诊疗费、住院费、住院伙食补助费，必要的、合理的后续治疗费、整容费、营养费。

垫付与追偿

第九条 被保险机动车在本条(一)至(四)之一的情形下发生交通事故,造成受害人受伤需要抢救的,保险人或保险人合作的内地理赔服务机构在接到内地公安机关交通管理部门的书面通知和医疗机构出具的抢救费用清单后,按照中华人民共和国国务院卫生主管部门组织制定的交通事故人员创伤临床诊疗指南和国家基本医疗保险标准进行核实。对于符合规定的抢救费用,保险人或保险人合作的内地理赔服务机构在医疗费用赔偿限额内垫付。被保险人在交通事故中无责任的,保险人或保险人合作的内地理赔服务机构在无责任医疗费用赔偿限额内垫付。对于其他损失和费用,保险人或保险人合作的内地理赔服务机构不负责垫付和赔偿。

- (一) 驾驶人未取得驾驶资格的;
- (二) 驾驶人醉酒的;
- (三) 被保险机动车被盗窃期间肇事的;
- (四) 被保险人故意制造交通事故的。

对于垫付的抢救费用,保险人或保险人合作的内地理赔服务机构有权向致害人追偿。

责任免除

第十条 下列损失和费用,港澳大桥香港跨境车辆内地交强险等效保险不负责赔偿和垫付:

- (一) 因受害人故意造成的交通事故的损失;
- (二) 被保险人所有的财产及被保险机动车上的财产遭受的损失;
- (三) 被保险机动车发生交通事故,致使受害人停业、停驶、停电、停水、停气、停产、通讯或者网络中断、数据丢失、电压变化等造成的损失以及受害人财产因市场价格变动造成的贬值、修理后因价值降低造成的损失等其他各种间接损失;
- (四) 因交通事故产生的仲裁或者诉讼费用以及其他相关费用。
- (五) 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。

保险期间

第十一条 除内地法律、行政法规另有规定外,港澳大桥香港跨境车辆内地交强险等效保险合同的保险期间最长为一年,以保险单载明的起止时间为准。

投保人、被保险人义务

第十二条 投保人投保时,应当如实填写投保单,向保险人如实告知重要事项,并提供被保险机动车的行驶证和驾驶证复印件。重要事项包括机动车的种类、厂牌型号、识别代码、号牌号码、使用性质和机动车所有人或者管理人的姓名(名称)、性别、年龄、住所、身份证或者驾驶证号码(统一社会信用代码(如适用))、续保前该机动车发生交通事故的情况和中国银保监会及其授权派出机构规定的其他事项。投保人未如实告知重要事项,对保险费计算有影响的,保险人按照保单年度重新核定保险费计收。

第十三条 签订港澳大桥香港跨境车辆内地交强险等效保险合同时,投保人不得在保险条款和保险费率之外,向保险人提出附加其他条件的要求。

第十四条 投保人续保的,应当提供被保险机动车上一年度或最近一次港澳大桥香港跨境车辆内地交强险等效保险的保险单。

第十五条 在保险合同有效期内,被保险机动车因改装、加装、使用性质改变等导致危险程度增加的,被保险人应当及时通知保险人,并办理批改手续。否则,保险人按照保单年度重新核定保险费计收。

第十六条 被保险机动车发生交通事故,被保险人应当及时采取合理、必要的施救和保护措施,并在事故发生后及时通知保险人或保险人合作的内地理赔服务机构。

第十七条 发生保险事故后,被保险人应当积极协助保险人或保险人合作的内地理赔服务机构进行现场查勘和事故调查。

发生与保险赔偿有关的仲裁或者诉讼时,被保险人应当及时书面通知保险人或保险人合作的内地理赔服务机构。

赔偿处理

第十八条 被保险机动车发生交通事故的,由被保险人向保险人或保险人合作的内地理赔服务机构申请赔偿保险金。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以下材料:

- (一) 港澳大桥香港跨境车辆内地交强险等效保险的保险单;
- (二) 被保险人出具的索赔申请书;
- (三) 被保险人和受害人的有效身份证明、被保险机动车行驶证和驾驶人的驾驶证;
- (四) 内地公安机关交通管理部门出具的事故证明,或者内地人民法院等机构出具的有关法律文书及其他证明;
- (五) 被保险人根据内地有关法律法规规定选择自行协商方式处理交通事故的,应当提供依照《交通事故处理程序规定》规定的记录交通事故情况的协议书;
- (六) 受害人财产损失程度证明、人身伤残程度证明、相关医疗证明以及有关损失清单和费用单据;
- (七) 其他与确认保险事故的性质、原因、损失程度等有关的证明和资料。

第十九条 保险事故发生后，保险人或保险人合作的内地理赔服务机构按照内地有关法律法规规定的赔偿范围、项目和标准以及港珠澳大桥香港跨境车辆内地交强险等效保险合同的约定，并根据中华人民共和国国务院卫生主管部门组织制定的交通事故人员创伤临床诊疗指南和国家基本医疗保险标准，在港珠澳大桥香港跨境车辆内地交强险等效保险的责任限额内核定人身伤亡的赔偿金额。

第二十条 因保险事故造成受害人人身伤亡的，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在港珠澳大桥香港跨境车辆内地交强险等效保险责任限额内有权重新核定。因保险事故损坏的受害人财产需要修理的，被保险人应当在修理前会同保险人或保险人合作的内地理赔服务机构检验，协商确定修理或者更换项目、方式和费用。否则，保险人或保险人合作的内地理赔服务机构在港珠澳大桥香港跨境车辆内地交强险等效保险责任限额内有权重新核定。

第二十一条 被保险机动车发生涉及受害人受伤的交通事故，因抢救受害人需要保险人或保险人合作的内地理赔服务机构支付抢救费用的，保险人或保险人合作的内地理赔服务机构在接到内地公安机关交通管理部门的书面通知和医疗机构出具的抢救费用清单后，按照中华人民共和国国务院卫生主管部门组织制定的交通事故人员创伤临床诊疗指南和国家基本医疗保险标准进行核实。对于符合规定的抢救费用，保险人或保险人合作的内地理赔服务机构在医疗费用赔偿限额内支付。被保险人在交通事故中无责任的，保险人或保险人合作的内地理赔服务机构在无责任医疗费用赔偿限额内支付。

合同变更与终止

第二十二条 在港珠澳大桥香港跨境车辆内地交强险等效保险合同有效期内，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二十四条规定而为之。

第二十三条 在下列六种情况下，投保人可以要求解除港珠澳大桥香港跨境车辆

内地交强险等效保险合同：

- (一) 被保险机动车被香港运输署依法注销登记的；
- (二) 被保险机动车在香港运输署办理停驶的；
- (三) 被保险机动车经内地公安机关、或香港运输署或警务处证实丢失的；
- (四) 被保险机动车入出内地的临时入境机动车牌证被内地公安机关注销或撤销的；
- (五) 内地公安机关交通管理部门不予受理被保险机动车入出内地的；
- (六) 被保险机动车所有权发生转移的。

港珠澳大桥香港跨境车辆内地交强险等效保险合同解除后，投保人应当及时将保险单交还保险人；如有保险标志，也应一并交还保险人，无法交回保险标志的，应当向保险人说明情况，征得保险人同意。

第二十四条 发生投保人解除港珠澳大桥香港跨境车辆内地交强险等效保险合同的情况时，保险人按照日费率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。

附则

第二十五条 本条款适用于经港珠澳大桥临时入出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。

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。

第二十六条 本条款保险人为安盛保险有限公司设于香港黄竹坑黄竹坑道38号安盛汇5楼。中国平安财产保险股份有限公司分公司设于广东省广州市黄埔区黄埔大道东840号1001房，为本条款保险人合作的内地理赔服务机构，按照内地法律、行政法规及理赔流程，为香港机动车在内地发生保险责任事故时提供理赔服务。

第二十七条 本条款保险数据由安盛保险有限公司传送给中国平安财产保险股份有限公司，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。

第二十八条 严格按照被保险机动车事故发生时的出险地划分香港当地法定责任保险、港珠澳大桥香港跨境车辆内地交强险等效保险的保险责任与赔偿限额。

第二十九条 基于香港与广东地区投保资料证件的名称差异，对本条款第十二条、第十八条第(三)项涉及的投保、理赔证件以香港当地证件名称为准。

第三十条 因履行港珠澳大桥香港跨境车辆内地交强险等效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。

第三十一条 本保险合同争议处理适用内地法律。

第三十二条 未尽事宜及后期调整，均按照内地《机动车交通事故责任强制保险条例》执行。

Provision of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition

GENERAL CLAUSES

Clause 1 This Provision is drafted in accordance with the “Road Traffic Safety Law of the People’s Republic of China”, “Insurance Law of the People’s Republic of China” and “Regulation on Compulsory Traffic Accident Liability Insurance for Motor Vehicles” and other laws and administrative regulations.

Clause 2 The contract of insurance of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition comprises of this Provision, proposal form, policy schedule, endorsement and special agreement. Agreements related to the contract of insurance of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition shall be made in written format.

Clause 3 Insurance premium rates for HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition are calculated based on a floating mechanism linked to the record of road safety violations and road traffic accidents of the Insured Motor Vehicle.

Upon signing the contract of insurance of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition, the Policyholder shall pay the entire insurance premium. Insurance premiums are calculated based on the insurance premium rate of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition. This contract of insurance will not come into force until the insurance premium is fully paid.

DEFINITIONS

Clause 4 The Insured in the contract of insurance of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition refers to the Policyholder and lawful drivers authorized by him/her.

The Policyholder refers to the person who enters into a contract of insurance of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition that owns and manages the motor vehicle and owes the obligation to pay the insurance premium according to the contract of insurance.

Clause 5 The Victims in contract of insurance of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition refer to persons suffering personal injury, death or property losses due to the Insured Motor Vehicle’s involvement in a traffic accident, but do not include persons onboard the Insured Motor Vehicle and the Insured.

Clause 6 The Limit of Liability of contract of insurance of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition refers to the maximum compensation amount payable in respect of personal injury, death or loss or property to all Victims of each insurance incident by the Insurer when the Insured Motor Vehicle has had a traffic accident. The Limit of Liability is divided into the compensation limit for deaths and disabilities, compensation limit for medical expenses, compensation limit for property losses, and compensation limit without liability of the Insured in a road traffic accident. The compensation limit without liability is divided into the compensation limit for death and disabilities without liability, compensation limit for medical expenses without liability and compensation limit for property losses without liability.

Clause 7 Resuscitation Expenses in contract of insurance of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition refer to medical expenses arising from necessary treatment measures administered by healthcare institutions to the Victim injured in a traffic accident involving the Insured Motor Vehicle who show unstable vital signs, or those with stable vital signs but who may be facing life-threatening conditions, disability, organ dysfunction or severe prolongment of illness period if left untreated, in accordance with clinical trauma diagnosis and treatment guidelines of persons involved in traffic accidents formulated by the health authorities of the State Council of the PRC, and national basic medical insurance standards.

INSURANCE LIABILITY

Clause 8 If the Insured has a traffic accident in Mainland China While Using the Insured Motor Vehicle, which results in the Victim suffering personal injury, death or property losses, and the Insured is legally responsible for payment of damages, then under the agreements of the contract of insurance of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition, compensation payable by the Insurer in each incident is as follows:

- (1) The compensation limit for deaths and disabilities is RMB 180,000;
- (2) The compensation limit for medical expenses is RMB 18,000;
- (3) The compensation limit for property losses is RMB 2,000;
- (4) If the Insured is without liability, compensation limit for deaths and disabilities without liability is RMB 18,000; the compensation limit for medical expenses without liability is RMB 1,800; the compensation limit for property losses without liability is RMB 100.

The compensation limit for deaths and disabilities and the compensation limit for deaths and disabilities without liability cover funeral and burial expenses, death compensation expenses, travel expenses of the Victim’s relatives arising from funeral and burial, disability compensation expenses, disability aid expenses, nursing care expenses, rehabilitation expenses, travel expenses, daily expenses of the dependants, accommodation expenses, charges for loss of working time, and consolation money for mental distress to be paid by the Insured as ordered by a court ruling or arbitration.

The compensation limit for medical expenses and the compensation limit for medical expenses without liability cover medicine expenses, medical treatment expenses, hospital expenses, meal allowances while hospitalized, as well as subsequent treatment, plastic surgery and nutrition expenses that are necessary and reasonable.

ADVANCE PAYMENT AND RECOVERY

Clause 9 If the Insured Motor Vehicle has a traffic accident due to one of the (1) to (4) conditions listed in this Clause, resulting in injury and resuscitation of the Victim, upon receiving written notice from the Traffic Management Bureau of Mainland Public Security Bureau, and the list of Resuscitation Expenses issued by the healthcare institution, the Insurer or its partnered Mainland claims service provider will verify such expenses in accordance with clinical trauma diagnosis and treatment guidelines for persons involved in traffic accidents formulated by the health authorities of the State Council of the PRC, and national basic medical insurance standards. Resuscitation Expenses which fulfil the stipulated requirements will be paid by the Insurer or its partnered Mainland claims service provider in advance, within the compensation limit of medical expenses. If the Insured in the traffic accident is without liability, compensation will be paid by the Insurer or its partnered Mainland claims service provider in advance within the compensation limit of medical expenses without liability. The Insurer or its partnered Mainland claims service provider are not responsible for advance payment and compensation of other losses and expenses.

- (1) The driver has yet to receive driving qualifications;
- (2) The driver was under alcohol intoxication;
- (3) The incident occurred while the Insured Motor Vehicle was stolen;
- (4) The traffic accident was deliberately caused by the Insured.

The Insurer or its partnered Mainland claims service provider reserve the right to recover from the victimizer any Resuscitation Expenses paid in advance.

EXCLUSION OF LIABILITY

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.

INSURANCE PERIOD

Clause 11 Unless otherwise stipulated by the laws and administrative regulations of Mainland China, the maximum insurance period of the contract of insurance of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition shall be one year, in accordance with the start and end dates listed in the policy schedule.

OBLIGATIONS OF THE INSURER AND INSURED

Clause 12 When the Policyholder applies for insurance, the proposal form shall be filled out honestly, informing the Insurer of important issues. Copies of driving permit and driver's license of the Insured Motor Vehicle shall also be provided. Important issues including the Motor Vehicle's type, brand and model, VIN, number plate, nature of usage, name (designation), gender, age, residential address, ID or driver's license number (unified social credit code (if applicable)) of owner or people who manage the Motor Vehicle, accident history of the Motor Vehicle prior to renewal, other information required by the CBIRC and its authorized agencies. If there are important issues withheld by the Policyholder which affect the calculation of insurance premium, the Insurer will reassess the insurance premium according to the policy year.

Clause 13 Upon signing a contract of insurance of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition , apart from this Provision and insurance premium rates, the Policyholder shall not raise a request with the Insurer to add other terms.

Clause 14 The Policyholder shall provide the policy schedule of previous year or the latest one of the HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition of the Insured Motor Vehicle for policy renewal.

Clause 15 During the period in which the contract of insurance is in force, the Insured shall inform the Insurer promptly of any modifications, additions, changes in the nature of usage of the Insured Motor Vehicle which increase the level of danger, and apply for amendments. Otherwise, the Insurer will reassess the insurance premium according to the policy year.

Clause 16 When the Insured Motor Vehicle has a traffic accident, the Insured shall promptly take reasonable and necessary rescue and protective measures, and promptly inform the Insurer or its partnered Mainland claims service provider after the accident has happened.

Clause 17 After the occurrence of an insurance event, the Insured shall actively assist the Insurer or its partnered Mainland claims service provider with on-site survey and accident investigation.

In the event of arbitration or litigation related to insurance compensation, the Insured shall promptly inform the Insurer or its partnered Mainland claims service provider in writing.

HANDLING OF COMPENSATION

Clause 18 When the Insured Motor Vehicle has a traffic accident, the Insured shall apply for insurance compensation to the Insurer or its partnered Mainland claims service provider. When making a claim, the Insured shall provide the following materials to the Insurer or its partnered Mainland claims service provider:

- (1) Policy schedule of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition;
- (2) Claim application of the Insured;
- (3) Valid identification of the Insured and Victim, driving permit of the Insured Motor Vehicle and driver's license of the driver;
- (4) Proof of incident issued by the Traffic Management Bureau of Mainland Ministry of Public Security, or related legal instruments or other proof issued by institutions such as the People's Court in the Mainland;
- (5) If the Insured chooses to handle the traffic accident through self-negotiation according to Mainland laws and regulations, he/she shall provide the agreement recording the specifics of the traffic accident as required by the Provisions on the "Procedures for Traffic Accidents Handling";
- (6) Proof of the extent of property loss, extent of disability suffered by the Victim, relevant medical proof, list of losses and receipts of expenses;
- (7) Other evidence and information related to confirming the nature, reason and extent of losses of the insurance incident.

Clause 19 After the occurrence of an insurance event, the Insurer or its partnered Mainland claims service provider shall determine the compensation amount for personal injury and death within the Limit of Liability of contract of insurance of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition, in accordance with the scope, items and standard of compensation of relevant Mainland laws and regulations, agreements of contract of insurance of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition and clinical trauma diagnosis and treatment guidelines of persons involved in traffic accidents formulated by health authorities of the State Council of the PRC, and national basic medical insurance standards.

Clause 20 For compensations that are self-committed or paid by the Insured which have not received written approval from the Insurer or its partnered Mainland claims service provider in relation to personal injury or death of a Victim arising from an insurance incident, the Insurer or its partnered Mainland claims service provider have the right to reassess such amounts within the Limit of Liability of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition. For properties of Victims that are damaged in an insurance event and required repairs, the Insured shall inspect such items with the Insurer or its partnered Mainland claims service provider before repairs. The items to be repaired or replaced, method and expenses should also be negotiated to confirm. Otherwise, the Insurer or its partnered Mainland claims service provider have the right to reassess such amounts within the Limit of Liability of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition.

Clause 21 In regard to the Resuscitation Expenses required to be paid by the Insurer or its partnered Mainland claims service provider to resuscitate the Victim in a traffic accident involving the Insured Motor Vehicle where the Victim was injured, upon receiving written notice from the Traffic Management Bureau of Mainland Ministry of Public Security, and the list of Resuscitation Expenses issued by the healthcare institution, the Insurer or its partnered Mainland claims service provider will verify such expenses in accordance with clinical trauma diagnosis and treatment guidelines of persons involved in traffic accidents formulated by the health authorities of the State Council of the PRC, and national basic medical insurance standards. Resuscitation Expenses which fulfil requirements will be paid by the Insurer or its partnered Mainland claims service provider within the compensation limit of medical expenses. If the Insured is without liability in the traffic accident, compensation will be paid by the Insurer or its partnered Mainland claims service provider within the compensation limit of medical expenses without liability.

ALTERATION AND TERMINATION OF CONTRACT

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 situations, 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.

APPENDIX

Clause 25 This Provision is applicable to Hong Kong motor vehicles with temporary-entry vehicle plates permit that are entering into and exiting Mainland China on a temporary basis via HZMB, and only operating in Guangdong Province. Hong Kong motor vehicles refer to vehicles registered in Hong Kong with valid licenses.

If the Insurer intends to change the insurance liability coverage due to Mainland Ministry of Public Security legally expanding the permitted operating areas and entry points of Insured Motor Vehicles, it may legally alter its policy coverage through special agreements.

Clause 26 The Insurer of this Provision is AXA General Insurance Hong Kong Limited of 5/F, AXA Southside, 38 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong. The branch of AXA Tianping Property and Casualty Insurance Co., Ltd. is located at Room 1001, 840 East Huangpu Avenue, Huangpu District, Guangzhou, Guangdong Province which is the Insurer's partnered Mainland claims service provider for the purpose of this Provision, and provides claim settlement services for Hong Kong motor vehicles involved in insurance liability incidents in Mainland China according to the laws and administrative regulations of Mainland China and claim procedures.

Clause 27 Insurance data of this Provision is transferred by AXA General Insurance Hong Kong Limited to AXA Tianping Property and Casualty Insurance Co., Ltd., which then transfers to the integrated vehicle data service platform in Guangdong. The authenticity, accuracy and timeliness of data sent shall be ensured by the respective entities.

Clause 28 The insurance liabilities and compensation limits of Hong Kong legal liability insurance and Provision of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition shall be strictly defined according to the location of the traffic accident involving the Insured Motor Vehicle.

Clause 29 Due to discrepancies in names displayed on IDs of Hong Kong and Guangdong Province insurance applications, the names on Hong Kong IDs shall prevail for insurance application and claim documents related to Clause 12 and 18(3) of this Provision.

Clause 30 Disputes arising from the fulfilment of contract of insurance of HZMB Hong Kong Cross Border Motor Vehicle Mainland Compulsory Insurance under Unilateral Recognition shall be resolved by the concerned party through negotiation. If an agreement cannot be reached, the dispute shall be resolved in accordance with the law.

Clause 31 The law of Mainland China shall be applied to resolve disputes relating to this insurance contract.

Clause 32 Unsettled affairs and later adjustments shall be handled in accordance with Mainland China's "Regulation on Motor Vehicle Compulsory Insurance".

Note: This document is a translation of the simplified Chinese version. If there is any inconsistency between the simplified Chinese and English version, the simplified Chinese version shall prevail.