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#### 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指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如果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)被保险机动车被盗抢期间肇事的;
- (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,港珠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,港珠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** 签订港珠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珠澳大桥 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)港珠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** 本条款保险人为中银集团保险有限公司设于香港特别行政区。中银保 险有限公司设于广东省,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** 本条款保险数据由中銀集團保险有限公司传送给中銀保險有限公司, 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。

# 「港粤通汽车险(等效先认附加保障)」索赔指引

1. 适用于「港珠澳大桥香港跨境车辆内地交强险」(简称:交强险)及「港珠澳大桥香港跨 境车辆商业保险」(简称:商业险)承保车辆在内地发生交通意外后的操作处理须知。

出险报警	如投保车辆在中国内地出险,需立即拨打122 报警,涉及人员伤亡的,视乎伤者情况拨打120电话求助。
出险报案	报警后请随即拨打020-83304076向内地理赔机构报案,申 报出险车辆的登记号码及保险单编号。成功报案后,查勘人 员会尽快与客户联系。
配合现场勘查	查勘人员会到现场查勘及搜证,请客户尽量保持事故现场环 境,并提供一切可行协助。
损失确定	保险人及内地理赔机构将按照财物损毁程度及伤亡情况核定 损失,如因客户未能及时报案导致内地理赔机构无法核定的 损失,保险人及内地理赔机构将不会负责赔偿。 在未经保险人及内地理赔机构同意下,切勿向涉事第三方作 出赔偿承诺及支付赔偿。
递交索赔资料	请客户按照内地理赔机构指示提供必要的索赔单证资料及证明文件。
审核付款	保险人及内地理赔机构收妥索赔单证及证明件后会尽快进行审批及安排赔付。

- 2. 一般索赔资料清单(包括但不限于下列文件):
- (1) 个人资料
  - 有效「交强险」及「商业险」保险单
  - 驾驶人香港及内地有效驾驶执照副本
  - 受保车辆香港运输署车辆登记文件及行车证副本
- (2) 事故证明
  - 报案证明文件
  - 交通事故责任认定书
  - 机动车保险索赔申请书
  - 机动车辆保险简易个案快速处理单
  - 法院、仲裁机构发出的裁决书及证明文件
- (3) 第三方车损索偿
  - 机动车辆保险损失情况确认书
  - 车辆维修的正式发票
  - 车辆维修项目清单及零部件更换项目清单
- (4) 第三方财产损失索偿
  - 机动车辆保险财产损失确认书
  - 财物损失清单
  - 购置、修复受损财产的有关费用单据
- (5) 人员伤亡索偿
  - 伤亡人士有效身份证明
  - 医院诊断证明医疗费用报销凭证(须附处方及治疗、用药明细单据)
  - 人员误工证明及收入情况证明- 法医伤残鉴定书
  - 死亡证明
  - 费用报销凭证

3. 联络方式

内地保险理赔机构: 中银保险有限公司(广东省分公司)

- 公司地址: 广州市东风西路197-199号广州国际金融大厦东塔14楼
- 客服专线: 020-83304076
- 网址 : https://www.bocins.com
- 保险人 : 中银集团保险有限公司
- 公司地址:香港中环德辅道中71号永安集团大厦8楼
- 电话 : (852)3187 5100
- 传真: (852)3906 9922
- 网址 : https://www.bocgins.com



9/F, Wing On House, 71 Des Voeux Road Central, Hong Kong Customer service hotline: 3187 5100 Fax: 3906 9920

# Hong Kong - Zhuhai - Macau Bridge Hong Kong Cross-Border Motor Vehicle Compulsory Liability Unilateral Recognition Insurance ("Compulsory Liability Insurance") Policy Terms and Conditions

# **General Provisions**

**Article 1** In according with the Road Traffic Safety Act of the People's Republic of China, the Insurance Act of the People's Republic of China, and the Regulations on Compulsory Traffic Accident Liability Insurance for Motor Vehicles, and other applicable laws and administrative regulations, these provisions are hereby established.

Article 2 The Compulsory Liability Insurance contract shall comprise these provisions, together with the policy document, insurance certificate, endorsement documents, and any special approvals. All agreements relating to the Compulsory Liability Insurance contract should be in writing.

Article 3 The premium rate of the Compulsory Liability Insurance shall be determined based on the number of road traffic safety violations and traffic accidents involving the insured vehicle.

Upon singing the Compulsory Liability Insurance contract, the policyholder shall pay all premium in one lump sum. The premium shall be calculated based on the Compulsory Liability Insurance premium rate table. The insurance contract shall not become effective until the premium has been paid in full.

# Definition

Article 4 In this contract, the term "insured" refers to the policyholder and any legal drivers authorized to operate the insured vehicle by the policyholder.

The term "policyholder" refers to the owner and operator of the motor vehicle who has entered into the Compulsory Liability Insurance contract with the insurer and is responsible for paying the premium under the terms of the contract.

Article 5 The "victim" is defined in this contract as any individual who sustained bodily injury, death, or property damage as a result of a traffic accident involving the insured vehicle, but shall not include any person who was in the insured vehicle or the insured.

Article 6 The limit of liability under this contract shall be interpreted as the highest amount of compensation that the insurer is obliged to pay for bodily injury, death, property damage sustained by all victims of each insurable event involving the insured vehicle. There shall be separate specific liability limits for death and disability, medical expenses and property damage. Additionally, there shall be separate liability limits that apply if the insured is not held liable for the traffic accidents, and similarly, separate limits of liability shall apply for death and disability, medical expenses.

**Article 7** The emergency medical expenses in the context of Compulsory Liability Insurance contract shall be defined as the medical expenses incurred by medical institutions when providing necessary treatments to victims who have been injured in a traffic accident caused by the insured vehicle. The scope of such expenses shall be determined in accordance with the "Clinical Diagnosis and Treatment Guidelines for Road Traffic Accident Injuries" issued by the health authorities of the State Council of the People's Republic of China and the national basic healthcare insurance cost guidelines. The expenses shall cover cases where the victim's vital signs are unstable, or where the vital signs of the victim are currently stable but which, if left untreated, would endanger their life, result in disability, organ dysfunction or delayed recovery,

# **Insurance Liabilities**

**Article 8** In Mainland China, if the insured is involved in a traffic accident while operating the insured vehicle and such an accident results in bodily injury, death or property damage to the victim, and the insured is found liable for the damages as per the applicable laws, the insurer shall provide compensation for each accident within the following limits specified under the provisions of the Compulsory Liability Insurance contract:

(I) Limit of compensation for death and disability is RMB 180,000;

(II) Limit of compensation for medical expenses is RMB 18,000;

(III) Limit of compensation for property damage is RMB 2,000;

(IV) When the Insured is not held liable for the insurable event, the limit of compensation is RMB 18,000 for death and disability, RMB 1,800 for medical expenses, and RMB 100 for property damage.

The limit of compensation for death and disability, whether or not the insured is found liable, shall include funeral expenses, death compensation, transportation expenses incurred by relatives of the victim for making funeral arrangements, compensation for disability, cost of assistive devices for persons with disabilities, nursing fees, rehabilitation fees, transportation fees, living expenses, accommodation expenses and lost income of the dependents, as well as compensation to victims for emotional distress in accordance with the court judgment or mediation agreement.

The limits of compensation for medical expenses, whether or not the insured is found liable, shall include medication costs, physician consultation costs, room and board costs, necessary and reasonable follow-up treatment expenses, cosmetic surgery expenses and nutrition expenses.

#### **Advance Payment and Claim for Recovery**

Article 9 In the event that the insured vehicle is involved in a traffic accident under the circumstances listed in (I) to (IV) of this Article, resulting in injury to a victim who requires emergency medical treatment, the insurer or its claim settlement service partner in Mainland China shall, upon receipt of a written notice from the traffic management department of the public security bureau of Mainland China as well as the list of emergency medical expenses incurred by the medical institution, verify the expenses in according with the "Clinical Diagnosis and Treatment Guidelines for Road Traffic Accident Injuries" established by the health authorities under the State Council of the People's Republic of China and the national basic healthcare insurance cost guidelines. The insurer or its claim settlement service partner in Mainland China shall pay in advance for eligible emergency medical expenses. However, the insurer or its claim settlement service partner in Mainland China shall pay in advance, within the limit of compensation, for non-liable medical expenses. However, the insurer or its claim settlement service partner in Mainland China shall pay for other losses and expenses in advance.

(I) The driver is not qualified to drive;

(II) The driver is under the influence of alcohol;

(III) The insured vehicle was stolen at the time of the accident;

(IV) The insured intentionally caused the traffic accident.

The insurer or its claim settlement service partner in Mainland China shall be have the right to recover the advance payment of emergency medical expenses from the person causing the accident.

# Exclusion

Article 10 The insurer of the Compulsory Liability Insurance shall not be liable for the following losses and expenses under the following circumstances:

(I) The victim intentionally causes the accident;

(II) Loss of property owned by the insured and property inside the insured vehicle;

(III) Losses arising from the insured vehicle's involvement in a traffic accident, due to reasons such as suspension of business, suspension of transport, electricity, water, gas, production, communication or network services, loss of data, or change in voltage, as well as other indirect losses, such as depreciation of the victim's property due to market price changes, and reduced value of the victim's property after repairs;

(IV) Arbitration or litigation expenses and other related expenses incurred due to a traffic accident.

(V) Losses arising from any legal liability that come under the jurisdiction of Hong Kong, arising from traffic accidents occurring within Mainland China in which the insured or any other authorized drivers is involved;

# **Period of Insurance**

Article 11 Unless otherwise stipulated by the laws and administrative regulations of Mainland China, the maximum coverage period of Compulsory Liability Insurance shall be limited to one year.

# **Obligations of the Applicant and the Insured**

**Article 12** The proposer is obligated to accurately and truthfully complete the application form, disclose all relevant and material facts and information to the insurer, and provide a copy of the vehicle registration certificate of the insured vehicle and driver's license. Important information includes the body type, make, model, identification number, license plate number, nature of use as well as the name, gender, age, residential address, identity card or driver's license number (uniform social credit code, if applicable) of the owner or keeper of the motor vehicle, the accident history of the motor vehicle before renewal, and any other information as required by the China Banking and Insurance Regulatory

Commission and its authorized agencies. In the event the proposer fails to provide truthful information regarding significant matters that materially impacts the calculation of the insurance premium, the insurer reserves the right to review and revise the insurance premium for the policy year.

Article 13 When entering into the Compulsory Liability Insurance contract, the proposer shall refrain from requesting the insurer to incorporate any supplementary stipulations beyond the terms of insurance coverage and premium rates.

Article 14 When seeking to renew the policy of Compulsory Liability Insurance, the policyholder shall be obligated to provide the prior year's or most recent policy document for the insured vehicle.

Article 15 If, during the term of the insurance contract, the level of risk associated with the insured vehicle is elevated due to modifications, augmentations or changes in its usage, the insured is obligated to promptly inform the insurer and request policy endorsement. Failure to do so will result in the insurer reassessing the premium in accordance with the policy year.

Article 16 If a traffic accident occurs involving the insured vehicle, the insured must promptly take reasonable and necessary measures to rescue and protect the victims, and notify the insurer or its claim settlement service partner in Mainland China in a timely manner after the accident.

Article 17 Following the occurrence of an insurable event, the insured shall actively assist the insurer or its claim settlement service partner in Mainland China in conducting on-site inspection and accident investigations.

In the event of arbitration or litigation concerning insurance compensation, the insured must promptly notify the insurer or the claim settlement service partner in Mainland China in writing.

# **Claim Procedures**

Article 18 In case of an accident involving the insured vehicle, the insured should file a claim with the insurer or the claim settlement service partner in Mainland China. To do so the insured shall furnish the following documents to the insurer or the claim settlement service partner in Mainland China:

(I) The Compulsory Liability Insurance policy document;

(II) The claim form completed by the insured;

(III) The valid identity documents of the insured and the victim, the vehicle registration certificate of the insured vehicle and the driver's license;

(IV) The accident certificate issued by the traffic management department of the public security bureau of Mainland China, or any relevant legal documents and certificates issued by the people's court or other institutions of Mainland China;

(V) If the insured chooses to settle the traffic accident independently, in accordance with the relevant laws and regulations, the insured shall provide a signed settlement agreement as required under the "Regulation on the Procedures for Handling Road Traffic Accidents".

(VI) Certificates certifying the extent of property damage and/or the degree of personal disability suffered by the victim, as well as any relevant medical certificates pertaining to the victim's injuries, and a list of losses and expense receipts that are relevant to the victim's losses;

(VII) Any other certificates or and materials that confirm the nature, cause, and degree of loss of the insured accident.

**Article 19** Upon the occurrence of an insured accident, the insurer or its claim settlement service partner in Mainland China shall determine the compensation amount for bodily injury and death within the liability limit of the Compulsory Liability Insurance contract, based on the scope, items and compensation standards prescribed by relevant laws and regulations of Mainland China. Such determination shall also be guided by the "Clinical Diagnosis and Treatment Guidelines for Road Traffic Accident Injuries" established by the health authorities under the State Council of the People's Republic of China and the national basic healthcare insurance standards.

Article 20 In the event of bodily injury or death caused by the insurable event, the insurer or its claim settlement service partner in Mainland China reserves the right to review and revise the amount of compensation promised or paid by the insured without obtaining written consent, subject to the liability limit of the Compulsory Liability Insurance. Should the victim's property damaged in the insurable event require repair, the insured must conduct a joint inspection with the insurer or its claim settlement service partner in Mainland China prior to conducting any repairs, and mutually agree on the repairs or

replacement parts required, method of repair and expenses. Failure to do so may result in the insurer or the claim settlement service partner in Mainland China revising the compensation amount within the liability limit of the Compulsory Liability Insurance coverage.

**Article 21** If the insured vehicle is involved in a traffic accident in which the victim is injured, and the insurer or its claim settlement service partner in Mainland China is required to pay the emergency medical expenses for the victim, the insurer or its claim settlement service partner in Mainland China shall, upon receipt of written notification from the traffic management department of the public security bureau of Mainland China and the list of emergency medical expenses issued by the medical institution, verify them in accordance with the "Clinical Diagnosis and Treatment Guidelines for Road Traffic Accident Injuries" established by the health authorities under the State Council of the People's Republic of China and the national basic medical insurance standards. For eligible emergency medical expenses, the insurer or its claim settlement service partner in Mainland China shall pay them within the limit of compensation for medical expenses. If the insured is not held liable for the traffic accident, the insurer or its claim settlement service partner in Mainland China shall pay the expenses within the limit of compensation for medical expenses applicable to fault-free accidents.

# **Endorsement and Termination of the Contract**

Article 22 During the insurance period, the insurance contract shall be terminated at 24: 00 on the day the insured vehicle's ownership is transferred. If the policyholder intends to cancel the policy, the date on which the policyholder notifies the insurer shall be deemed as the date on which the insurance contract is terminated. Any rules regarding the termination of the insurance contract shall be subject to the provisions of Article 24 of this contract.

Article 23 The termination of the Compulsory Liability Insurance contract may be requested by the policyholder under the following circumstances:

(I) Deregistration by the Hong Kong Transport Department in accordance with the law;

(II) The insured vehicle is prohibited by the Hong Kong Transport Department from operating on the road;

(III) The insured vehicle has been verified as lost by the public security bureau of Mainland China, the Hong Kong Transport Department or Hong Kong Police Force;

(IV) Cancellation or revocation of temporary motor vehicle permit for entering or leaving Mainland China by the public security bureau of Mainland China;

(V) Insured vehicle is rejected by the traffic management department of the public security bureau from entering or leaving Mainland China;

(VI) The ownership of the insured vehicle is transferred;

Upon termination of the Compulsory Liability Insurance contract, the policyholder shall promptly return the policy document to the insurer in a timely manner; If an insurance tag was issued, it must also be returned to the insurer. If the policyholder is unable to return the tag, the policyholder should promptly inform the insurer of the reason and seek the consent of the insurer.

Article 24 In the event that the policyholder terminates the Compulsory Liability Insurance contract, the insurer shall calculate the premium on a pro-rata basis from the date of commencement to the date of termination of the contract, and the policyholder shall pay the insurer the administrative fee as stipulated in the insurance contract.

# Supplementary provisions

**Article 25** These provisions shall apply to Hong Kong motor vehicles with temporary permits that allow entry to and exit from Mainland China via the Hong Kong – Zhuhai – Macau Bridge and authorized to travel exclusively within Guangdong Province. A Hong Kong motor vehicle refers to a vehicle registered in Hong Kong with a valid license.

In the event that the insured vehicle is permitted by Mainland China's public security bureau to travel outside the current geographical boundaries and enter or exit Mainland China through additional ports of entry, the insurer may change the coverage in a specially agreed manner in accordance with the law.

**Article 26** The insurer for the purposes of these provisions is The Bank of China Group Insurance Company Limited, a company incorporated in the Hong Kong Special Administrative Region. The claim settlement service partner under these provisions is The Bank of China Insurance Company Limited located in Guangdong Province, which shall provide claim settlement services for insurable events involving Hong Kong motor vehicles in Mainland China in accordance with the laws, administrative regulations and claim settlement procedures of Mainland China.

Article 27 The Bank of China Group Insurance Company Limited shall transmit policy data to Bank of China Insurance Company Limited, which shall further transmit it to the

Guangdong Vehicle Data Integrated Service Platform. Both parties should ensure the authenticity, accuracy and timeliness of the transmitted data.

**Article 28** This policy is limited to providing coverage for accidents that occur within Mainland China. For accidents occurring in Hong Kong, the Hong Kong motor vehicle third party insurance shall be solely responsible for providing coverage.

**Article 29** In case of any discrepancy in the name of the insurance documents between Hong Kong and Guangdong Province, the official names of documents in Hong Kong shall prevail for the insurance and claim documents referred to in Article 12 and Article 18(3) of these provisions.

Article 30 In the event of any disputes, both the insured and insurer should make every effort to reach an amicable settlement through mutual consultation and agreement. If no such settlement can be reached, the dispute shall be resolved in according to the laws of Mainland China.

Article 31 The settlement of disputes under the insurance contract shall be governed by the laws of Mainland China.

Article 32 Any matters not explicitly covered in these provisions, as well as subsequent adjustments, shall be implemented in accordance with the "Regulations on Compulsory Traffic Accident Liability Insurance for Motor Vehicles".

# Claims Instructions for [ Cross Border Motor Vehicle Insurance (Unilateral Recognition Coverage)]

1. The following is applicable to Hong Kong-Zhuhai-Macao Bridge Cross-Border Motor Vehicle Compulsory Mainland Traffic Accident Liability Insurance ("Compulsory Liability Insurance) and Hong Kong-Zhuhai-Macao Bridge Cross-Border Motor Vehicle Commercial Insurance ("Commercial Insurance")

Contacting the Police	In the event of a traffic accident involving the insured vehicle in Mainland China, please immediately contact the police by dialing 110 or 122. If the accident results in injuries or casualties, please call 120 for medical assistance, depending on the severity of the injuries.
Report the Accident to Us	After contacting the police to report the accident, please promptly dial 020-83304076 to notify our claim settlement service partner in Mainland China. Please provide the registration number and insurance policy number of the vehicle involved. Once the report is successfully submitted, a claims assessor will contact you as soon as possible.
Cooperate with the Claim Assessor	A claim assessor will visit the accident scene to conduct an investigation and gather evidence. Customers are requested to do their best to preserve the accident scene, and providing any possible assistance as required.
Loss Assessment	<ul><li>We will assess the loss based on the extent of damage and injuries sustained. If the loss cannot be accurate assessed due to delayed reporting by the customer, we will not be responsible for any compensation.</li><li>Do not make any commitments or payments to third parties without our prior consent.</li></ul>
Submission of claim Documents	Customers are requested to submit the necessary claim documents and supporting evidence as per the instructions by our claim settlement service partner in Mainland China
Payment	After receiving the necessary claim documents and supporting evidence, the insurer and the claim settlement service partner in Mainland China will promptly review the case and process the claim payment.

2. List of claim documents required (including but not limited to the following):

(1) Personal Information

- Valid Compulsory Liability Insurance and Commercial Insurance policy documents

- A copy of the driver's license for both Hong Kong and Mainland China

- A copy of the insured vehicle's vehicle registration document and vehicle license issued by the Hong Kong Transport Department

(2) Documents Related to the Accident

- Police report

- Fault assessment report

- Motor insurance claim form

- Minor traffic accident report form

- Court judgement or arbitration award issued by the relevant institutions

(3) Documents Related to Third-Party for Vehicle Damage Claims

- Third Party Vehicle Damage Assessment Report

- Official invoice for third party vehicle repairs

- List of all vehicle repairs and replaced components

(4) Documents Related to Third-Party for Property Damage Claims

-Third Party Property Damage Assessment Report

- List of property damage

- Expense receipts related to the purchase or restoration of damaged property

(5) Documents Related to Third-Party Bodily Injury or Death Claims

- Identification proof of the third party sustaining injuries or death

- Diagnosis certificate, medical expense receipts (with details regarding drugs prescription and treatment) issued by a hospital

- Proof of loss of income-

- Proof of disability issued by a forensic doctor
- Death certificate
- Receipts for relevant expenses
- 3. Contact Information

Claim settlement service partner in Mainland China: Bank of China Insurance Company Limited (Guangdong Branch)

Company Address: 14/F, East Tower, Guangzhou International Financial Building, No. 197-199 Dongfeng West Road, Guangzhou

Customer service hotline: 020-83304076

Website: https://www.bocins.com

The Insurer: Bank of China Group Insurance Company Limited

Company address: 8/F, Wing On House, 71 Des Voeux Road Central, Central, Hong Kong

Tel: (852)3187 5100

Fax: (852)3906 9922

Website: https://www.bocgins.com