



中銀集團保險有限公司

BANK OF CHINA GROUP INSURANCE COMPANY LIMITED

香港德輔道中 71 號永安集團大廈 9 樓
客戶服務熱線：3187 5100 傳真：3906 9920

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，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，对于超过港澳大桥香港跨境车辆内地交强险等效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) 应当由港珠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珠澳大桥香港跨境车辆内地交强险等效保险或港珠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，对于港珠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。被保险人怠于请求的,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—港珠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—港珠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—港珠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赔偿责任,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) 应当由港珠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珠澳大桥香港跨境车辆内地交强险等效保险或港珠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，对于港珠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一一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一一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一一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、损失程度等有关的证明和资料。

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 本条款保险人为中银集团保险有限公司。

第三十六条 中银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 本条款保险数据由中银集团保险有限公司传送给中银保险有限公司，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。

「港粵通汽車險(等效先認附加保障)」索賠指引

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。

出險報警	如投保車輛在中國內地出險，需立即撥打122 報警，涉及人員傷亡的，視乎傷者情況撥打120電話求助。
出險報案	報警後請隨即撥打020-83304076向內地理賠機構報案，申報出險車輛的登記號碼及保險單編號。成功報案後，查勘人員會盡快與客戶聯繫。
配合現場勘查	查勘人員會到現場查勘及搜證，請客戶盡量保持事故現場環境，並提供一切可行協助。
損失確定	保險人及內地理賠機構將按照財物損毀程度及傷亡情況核定損失，如因客戶未能及時報案導致內地理賠機構無法核定的損失，保險人及內地理賠機構將不會負責賠償。 在未經保險人及內地理賠機構同意下，切勿向涉事第三方作出賠償承諾及支付賠償。
遞交索賠資料	請客戶按照內地理賠機構指示提供必要的索賠單證資料及證明文件。
審核付款	保險人及內地理賠機構收妥索賠單證及證明件後會盡快進行審批及安排賠付。

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、仲裁机构发出的判决书及证明文件

(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 Cross-Border Motor Vehicle Commercial Insurance (“Commercial Insurance”) Policy Terms and Conditions

General Provisions

Article 1 The provisions outlined in this contract constitute liability insurance coverage, which includes two independent types of coverage: motor vehicle third party liability insurance and passenger liability insurance. The insurer shall assume responsibility for insurance liability, consistent with the coverage provisions stipulated herein.

Article 2 An insured vehicle is defined as a Hong Kong Based Motor Vehicle that enters and exits Mainland China via the Hong Kong – Zhuhai – Macau Bridge (“HZMB”) and travels exclusively within Guangdong Province, and the vehicle has been issued a valid temporary cross border license plate.

A Hong Kong Based Motor Vehicle is a motor vehicle that is registered in Hong Kong, and carrying a valid license plate. The definition encompasses motor vehicles with wheels or tracks that are propelled or drawn by means of power units (including trailers), and intended for the transportation of goods or passengers, or for conducting specialized operations. However this definition excludes motorcycles, tractors and special purpose vehicles.

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 3 The third party is defined as any person who sustains bodily injury, death or property damage as a direct consequence of a traffic accident caused by the insured vehicle. It does not include occupants of the insured vehicle or the insured.

Article 4 Vehicle occupants are defined as individuals located inside or on the body of the insured vehicle at the time of the insured event, including those who are boarding or exiting the insured vehicle.

Article 5 The rights and obligations of all parties to the Insurance contract shall be determined through fair negotiation between the insurer and the insured. The insurance contract is a voluntary agreement entered into by the insurer and the insured.

Unless otherwise agreed between the proposer and the insurer, the proposer shall pay the premium in a single lump sum at the time of the insurance contract's conclusion. The insurance contract shall not become effective until the premium has been fully paid.

Chapter I Motor Vehicle Third Party Liability Insurance

Insurance Liabilities

Article 6 In the event that the insured or the individual authorized by the insured to operate the insured vehicle is involved in a traffic accident during the insurance period which resulted in bodily injury, death or direct property damage to a third party, and the insured or the individual authorized by the insured to operate the insured vehicle is deemed legally responsible for the damages, and the insurance contract does not explicitly exclude such damages, then the insurer shall be liable for damages exceeding the limit of liability of the Hong Kong - Zhuhai - Macau Bridge Hong Kong Cross-Border Motor Vehicle Compulsory Liability Unilateral Recognition Insurance ("Compulsory Liability Insurance") in accordance with the terms of the insurance contract.

Article 7 The insurer shall be responsible for indemnification in proportion to the accident liability of the owner of the insured vehicle. If the insured or the owner of the insured vehicle chooses to negotiate on their own or to have the accident handled by the traffic management department of the public security bureau of Mainland China in accordance with the relevant laws and regulations, but the accident liability proportion has not been established, the following provisions shall apply:

If the insured vehicle's driver is found to be primarily at fault for the accident, he/she shall be deemed 70% liable;

If the insured vehicle's driver is equally at fault for the accident as other involved drivers, he/she shall be deemed 50% liable;

If the insured vehicle's driver is found to be secondarily at fault for the accident, he/she shall be deemed 30% liable;

If the case is taken to a judicial or arbitration proceeding, the fault percentage shall be determined by the judicial or arbitration institution of Mainland China.

Exclusion

Article 8 Within the scope of the above insurance liabilities, the insurer shall not be liable for personal injury, death, property loss and expenses caused by any reason under the following circumstances:

(I) After the accident, the insured or the driver causes deliberate damage or falsifies the scene of the accident and destroys evidence.

(II) The driver falls under any one of the following categories:

1. Involved in a hit-and-run traffic accident;
2. Drinking, or consuming state-controlled psychotropic drugs or narcotics;
3. Not in possession of a valid driving license, or whose driving license is detained, temporarily withheld, revoked, or canceled according to law;
4. Driving a motor vehicle that does not match the class specified in the driving license;
5. Not authorized to operate the insured vehicle by the insured.

(III) The insured vehicle is of the following:

1. The vehicle registration certificate or license plate is canceled when the insurable event occurs;
2. Detained, repossessed or confiscated;
3. Used for vehicular competition or testing, or being repaired, maintained or modified in a commercial establishment;
4. Stolen, robbed, or lost.

Article 9 The insurer shall not be liable for bodily injury, death, property damage or expenses incurred due to the following circumstances:

(I) War, military conflicts, terrorist activities, riots, pollution (including radioactive pollution), nuclear reactions, or nuclear radiation;

(II) Intentional acts committed by a third party, the insured or the driver, or any criminal act committed by any of them, or a third party who colludes with the insured or other victims in a malicious manner;

(III) Transfer of ownership, modifications or retrofitting of the insured vehicle, or a significant change in the usage of the insured vehicle, which increases the risk of the insured vehicle being involved in an accident, and the insurer is not informed in a timely manner.

Article 10 The insurer shall not be liable for bodily injury, death, property damage or expenses incurred under the following circumstances:

(I) Indirect losses arising from the insured vehicle's involvement in a traffic accident, due to reasons such as loss of business, suspension of transport, electricity, water, gas, production, communication or network services, loss of data, or change in voltage;

(II) Depreciation of the victim's property due to market price changes, and reduced value of the victim's property after repairs;;

- (III) Loss of property owned, leased, used, managed, transported, or kept in custody by the insured or members of his/her family, the driver or members of his/her family, as well as losses to property inside the vehicle;
- (IV) Bodily injury or death of the insured, the driver, and other vehicle occupants;
- (V) Parking expenses, vehicle custody and detainment fees, fines, penalties, or punitive damages;
- (VI) Medical expenses exceeding the prescribed levels set out in Mainland China's "Clinical Diagnosis and Treatment Guidelines for Road Traffic Accident Injuries" and national basic healthcare insurance cost guidelines;
- (VII) Attorney's fees, legal fees, and arbitration fees without the insurer's prior written consent;
- (VIII) If the policyholder fails to provide timely notice of the occurrence of the insurable event intentionally or due to gross negligence, making it difficult to determine the nature, cause, or extent of loss of the insurable event, unless the insurer is aware of the occurrence of the insurable event by other means or should have known of the occurrence of the insurable event in a timely manner, then the insurer shall not be liable to indemnify undeterminable damages resulting from the insurable event;
- (IX) Loss that cannot be determined due to the insured's violation of Article 14 of these provisions;
- (X) Compensation for emotional distress;
- (XI) Losses and expenses that should be covered by Compulsory Liability Insurance; If the insured vehicle is not covered by Compulsory Liability Insurance or the Compulsory Liability Insurance has expired at the time of occurrence of the insurable event, the insurer shall not be liable for the losses and expenses within the scope of Compulsory Liability Insurance;
- (XII) 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;

Limitation of Liability

Article 11 The maximum limit of liability for each accident shall be determined by mutual agreement between the proposer and the insurer at the time of signing the insurance contract.

Article 12 The main insured vehicle and any attached trailers shall be considered as a single vehicle. Upon occurrence of an insurable event, the insurer of the vehicle and the insurer of the trailer shall be responsible for compensation within their respective limits of liability in proportion to the third party liability insurance limit for motor vehicles specified in the insurance policy.

Claim Handling

Article 13 The insurer reserves the right to directly compensate any third party for damages caused by the insured or the individual authorized by the insured to operate the insured vehicle.

In the event that the insured or the individual authorized by the insured to operate the insured vehicle causes damage to a third party and is held liable for damages, the insurer shall, upon request by the insured, compensate the third party directly. If the insured fails to file a claim and the third party seeks compensation that it is entitled to from the insurer, the insurer may indemnify the third party directly.

The insurer shall not make any payment to the insured intended to compensate the third party for any damages caused by the insured or the individual authorized by the insured to operate the insured vehicle.

Article 14 Upon the occurrence of an insurable event, the insurer shall assume liability for compensation within the scope of the insurance liability as agreed upon in the provisions. The insurer and the insured shall mutually agree on the compensation method.

In case of any third party property damage arising from the insured event, the insured shall inspect the damage with the insurer before proceeding with repairs. Both parties shall agree on the repairer, items to be repaired, method of repair and repair costs. If a mutual agreement cannot be reached, both parties shall appoint a mutually agreeable qualified third party to evaluate the claim.

Article 15 Calculation of Compensation

The losses to this policy shall be calculated as the losses suffered by the third party beyond the limit of the Compulsory Liability Insurance, multiplied by the percentage of fault. The resulting amount shall not exceed the limit of liability agreed upon for each accident.

Article 16 The insurer shall calculate the compensation amount for medical expenses based on the levels prescribed in Mainland China's "Clinical Diagnosis and Treatment Guidelines for Road Traffic Accident Injuries" and national basic healthcare insurance cost guidelines.

The insurer reserves the right to reevaluate the amount of compensation promised or paid by the insured without written consent. The insurer shall not be liable for any compensation that falls outside the scope of the indemnity or exceeds the maximum amount payable under the insurance policy.

Chapter II Passenger Liability Insurance

Indemnity

Article 17 In the event that the insured or the individual authorized by the insured to operate the insured vehicle is involved in a traffic accident results in bodily injury or death of the vehicle occupants, and the exclusion clauses of the insurance contract do not apply, the insurer is obligated to compensate the insured for any losses as outlined in the provisions of the insurance contract.

Article 18 The insurer shall be responsible for indemnification in proportion to the accident liability of the owner of the insured vehicle. If the insured or the owner of the insured vehicle chooses to negotiate on their own or to have the accident handled by the traffic management department of the public security bureau of Mainland China in accordance with the relevant laws and regulations, but the accident liability proportion has not been established, the following provisions shall apply:

If the insured vehicle's driver is found to be primarily at fault for the accident, he/she shall be deemed 70% liable;

If the insured vehicle's driver is equally at fault for the accident as other involved drivers, he/she shall be deemed 50% liable;

If the insured vehicle's driver is found to be secondarily at fault for the accident, he/she shall be deemed 30% liable;

If the case is taken to a judicial or arbitration proceeding, the fault percentage shall be determined by the judicial or arbitration institution of Mainland China.

Exclusion

Article 19 The insurer shall not be held liable for personal injury or death resulting from any cause under the following circumstances within the scope of the aforementioned insurance liabilities:

(I) The insured or the driver causes deliberate damage, or falsifies the scene of the accident and destroys evidence.

(II) The driver falls under any of the following categories:

1. Involved in a hit-and-run traffic accident;
2. Drinking, or consuming state-controlled psychotropic drugs or narcotics;
3. Driving without a valid driving license or during a period when the driving license is detained, temporarily withheld, revoked, or canceled in accordance with the law;
4. Driving a motor vehicle that does not match the class specified in the driving license;

5. A driver who is not permitted by the insured to operate the insured vehicle.

(III) The insured vehicle is under any of the following circumstances:

1. The vehicle registration certificate or license plate is cancelled at the time of the insurable event;
2. The vehicle is under detention, collection, or confiscation;
3. The vehicle is in competition or testing, or undergoing repair, maintenance, or modification at the business premises;
4. The vehicle has been stolen, robbed, or lost.

Article 20 The insurer shall not be held liable for bodily injury or death resulting from the following reasons:

(I) War, military conflicts, terrorist activities, riots, pollution (including radioactive pollution), nuclear reactions, nuclear radiation;

(II) The insured vehicle is transferred, modified, retrofitted or its use is changed, which resulting in a significant increase in the risk level of the insured vehicle. If the insurer is not notified in a timely manner, and an insurable accident occurs due to the significant increase in the risk level;

(III) The proposer, the insured or the driver intentionally causes an insurable event.

Article 21 The insurer shall not be held liable if the following lead to bodily injury, death, damages, or expenses incurred:

(I) Injury or death caused by the intentional acts of other persons in the vehicle other than the insured and the driver;

(II) Injury or death to vehicle occupants caused by illness, childbirth, self-harm, fighting, suicide or criminal acts;

(III) Fines, penalties, or punitive damages;

(IV) Medical expenses exceeding the prescribed levels as set out in the "Clinical Diagnosis and Treatment Guidelines for Road Traffic Accident Injuries" in Mainland China, and national basic healthcare insurance cost guidelines;

(V) Attorney's fees, legal fees, and arbitration fees without the insurer's prior written consent;

(VI) If the Proposer, the insured or the driver fails to give timely notice of the insurable event intentionally or due to gross negligence, making it difficult to determine the nature, cause, or extent of loss of the insured accident, the insurer shall not indemnify for undeterminable damages, unless the insurer is aware of the occurrence of the insurable event by other means or should have known of the occurrence of the insurable event in a timely manner;

(VII) Compensation for emotional distress;

(VIII) Losses and expenses that should be covered by Compulsory Liability Insurance; If the insured vehicle is not covered by Compulsory Liability Insurance or the Compulsory Liability Insurance has expired at the time of the insurable event, the insurer shall not be liable for any losses and expenses within the scope of Compulsory Liability Insurance;

(IX) 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 are involved.

Limitation of Liability

Article 22 The maximum liability limit per event and per vehicle occupant shall be determined through mutual agreement upon between the proposer and the insurer. The number of passenger seats covered by the insurance shall be based on the insured vehicle's approved seating capacity, excluding the driver.

Disposal of Claim Payment

Article 23 Calculation of Compensation

In relation to each vehicle occupant victim, the extent of liability shall be computed by deducting the losses covered by the Compulsory Liability Insurance from the total losses incurred and multiplying the resulting amount by the proportion of fault. The maximum amount of liability that may be attributed to each vehicle occupant shall not exceed the limit of liability per accident per individual.

Article 24 The insurer or its claim settlement service partner in Mainland China shall determine the compensation amount for medical expenses in accordance with "Clinical Diagnosis and Treatment Guidelines for Road Traffic Accident Injuries" in Mainland China and national basic healthcare insurance cost guidelines

The insurer or its claim settlement service partner in Mainland China reserves the right to review the compensation amount which have been promised or paid by the insured without their prior written consent. Any claims that exceed the scope of indemnity or the amount payable by the insurer shall not be the responsibility of the insurer.

Chapter III General Provisions

Period of Insurance

Article 25 Subject to any other provisions mandated by the laws and administrative regulations of Mainland China, the coverage period of the Hong Kong - Zhuhai -Macau Bridge Cross Border Motor Vehicle Insurance shall be identical to that of the Compulsory Liability Insurance, with a maximum coverage duration of one year.

Miscellaneous

Article 26 Upon the occurrence of an insured accident, the insured or the driver is obligated to promptly take reasonable and necessary measures to rescue and protect affected persons, and to mitigate any losses that may result. Furthermore, the insured or the driver shall notify the insurer or their claim settlement service partner in Mainland China within a period of 48 hours following the insurable event.

When filing a claim, the insured shall be responsible for furnishing the insurer or their claim settlement service partner in Mainland China with all relevant supporting documents and materials concerning the nature, cause, and magnitude of loss sustained as a result of the insurable event.

The insured shall be required to provide the insurance policy, an itemized list of losses, any applicable receipts for expenses incurred, as well as the insured vehicle's registration certificate and the driver's license.

In the event of a traffic accident, the insured shall provide the accident certificate, along with all relevant legal documents such as verdicts, mediation certificates, and any other supporting documents issued by the traffic management department of the public security bureau or other judicial institutions in Mainland China. If the insured or an individual authorized by the insured to operate the insured vehicle 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".

Article 27 If the insurer or its claim settlement service partner in Mainland China determines that the supporting documents and materials provided by the insured are insufficient for the processing of claims under the provisions of the insurance contract, the insurer shall promptly notify the insured to provide additional materials.

Article 28 Upon receipt of the insured's claim notification, the insurer or their claim settlement service partner in Mainland China shall promptly conduct an assessment. For complex cases, the assessment shall be completed within 30 days. The insurer or their claim settlement service partner in Mainland China shall notify the insured of the claim review outcome; If the claim is accepted, the insurer shall fulfill the obligation to indemnify within 10 days of reaching an agreement on indemnification with the insured. If the insurance contract specifies a different period for compensation, the insurer or their claim settlement service partner in Mainland China shall fulfill the obligation to indemnify in accordance with the agreed terms.

In the event that the insurer or their claim settlement service partner in Mainland China fails to perform their obligations in a timely manner as specified in the previous paragraph, the insurer shall be liable to compensate the insured for any losses incurred as a result such delay, in addition to fulfilling their obligation to provide compensation.

Article 29 Upon completion of the assessment as specified in Article 28 of this contract, in the event that the liability is not covered by the insurance, the insurer or its claim settlement service partner in Mainland China shall, within three days of the date of the assessment, inform the insured of the decision to reject the claim, providing clear reasons for such rejection.

Article 30 If, within 60 days from the date on which the insurer or their claim settlement service partner in Mainland China is notified of the claim and in receipt of the relevant supporting documents and materials, the amount of compensation cannot be determined, the insurer shall make an interim payment based on the available documentary evidence and materials. Once the insurer or their claim settlement service partner in Mainland China has finalized the amount of compensation, the difference shall be paid.

If the amount of compensation cannot be determined within 60 days from the date on which the insurer or their claim settlement service partner in Mainland China is notified of the claim and in receipt of the relevant supporting documents and materials, it shall pay the amount which can be determined on the basis of the available documentary evidence and materials; Once the insurer or their claim settlement service partner in Mainland China has finalized the amount of compensation, the difference shall be paid.

Article 31 The insurer or their claim settlement service partner in Mainland China shall not be deemed to have committed to pay a claim solely by performing any of the following acts: accepting a claim notification report, conducting an on-site investigation, verifying the loss, participating in litigation, defending, requesting the insured to provide documentary evidence and materials, and providing professional advice to the insured."

Article 32 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 33 of this contract.

Article 33 If the proposer requests to cancel the insurance contract before its commencement, the insurer shall refund the premium paid by the proposer, after deducting the administrative fee specified in the insurance contract. If the policyholder requests to cancel the insurance contract after its commencement, the insurer shall cancel the contract from the date of receipt of the notification. The insurer shall charge the premium on a pro-rata basis for the period from the date of policy commencement to cancellation, and the policyholder shall pay the insurer the administrative fee specified in the insurance contract.

Article 34 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 accordance to the laws of Mainland China.

Article 35 The Bank of China Group Insurance Company Limited is the insurer of this insurance contract.

Article 36 The Bank of China Insurance Company Limited, as the claim settlement service partner for Hong Kong-registered motor vehicles involved in liability accidents within Mainland China, shall provide relevant services in accordance with the laws, administrative regulations and claim settlement process of Mainland China.

Article 37 The Bank of China Group Insurance Company Limited shall transmit policy data to The 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 38 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.

Interpretations

[Operating the insured vehicle] encompasses the entire process of utilizing an insured vehicle, including driving, parking, and operating it for its intended purposes. The definition excludes the period when the insured vehicle is undergoing repair and maintenance at a business premise, as well as when it is being towed or hoisted by a business entity.

[Natural disaster] refers to natural phenomena that have destructive effects on mankind and the environment on which mankind depend on for survival, including lightning strikes, storms, rainstorms, floods, tornadoes, hail, typhoons, tropical storms, land subsidence, cliff collapses, landslides, mudslides, avalanches, ice subsidence, blizzards, ice slush, sandstorms, earthquakes, and their secondary disasters, etc.

[Accident] refers to unexpected and uncontrollable emergencies of the insured, excluding wars, military conflicts, terrorist activities, riots, pollution (including radioactive pollution), nuclear reactions, nuclear radiation, etc.

[Hit-and-run traffic accident] refers to the act of driving or abandoning a vehicle to flee the scene of a road traffic accident and absconding in order to evade legal responsibility after a traffic accident occurs.

[Family members] refers to spouse, parents, children, and other close relatives living together.

[Drinking] refers to the consumption of alcoholic beverages by the driver, and the blood alcohol content is 20 mg/100mL or higher when operating a motor vehicle.

[Pollution (including radioactive pollution)] refers to damage to the insured vehicle and third party property, bodily injury or death caused by the leakage, splash, discharge and scattering of oil, exhaust gas, goods, or other pollutants during the normal use of the insured vehicle or in the event of an accident.

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	We will assess the loss based on the extent of damage and injuries sustained. If the loss cannot be accurately assessed due to delayed reporting by the customer, we will not be responsible for any compensation. Do not make any commitments or payments to third parties without our prior consent.
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>