**众惠财产相互保险社**

**附加旅行变更保险条款**

**总则**

**Public Mutual Insurance Corporation（PMIC）**

**Additional travel change insurance clauses**

**General**

**第一条 附加保险合同构成**

本附加保险合同须附加于意外伤害保险合同、短期健康保险合同（以下简称“主保险合同”）项下。

主保险合同所附条款、投保单、保险单、保险凭证以及批单等构成主保险合同的全部书面文件，凡与本附加保险合同相关者，均为本附加保险合同的构成部分。

本附加保险合同与主保险合同相抵触之处，以本附加保险合同为准。本附加保险合同未约定事项，以主保险合同为准。**主保险合同效力终止，本附加保险合同效力亦同时终止；主保险合同无效，本附加保险合同亦无效。**

凡涉及本附加保险合同的约定，均应采用书面形式。

Article 1 Composition of additional insurance contract

This additional insurance contract must be attached to the accident insurance contract and short-term health insurance contract (hereinafter referred to as the "main insurance contract").

The clauses, application forms, insurance policies, insurance certificates and endorsements attached to the main insurance contract constitute all the written documents of the main insurance contract, and all those related to this additional insurance contract are an integral part of this additional insurance contract.

In case of any conflict between this additional insurance contract and the main insurance contract, this additional insurance contract shall prevail. Matters not agreed in this additional insurance contract shall be subject to the main insurance contract. The validity of the main insurance contract shall be terminated, and the validity of this additional insurance contract shall also be terminated; The main insurance contract is invalid, and this additional insurance contract is also invalid.

Any agreement involving this additional insurance contract shall be in writing.

**第二条 受益人**

除另有约定外，本附加保险合同的受益人为被保险人本人。

Article 2 Beneficiary

Unless otherwise agreed, the beneficiary of this additional insurance contract is the insured himself.

**保险责任**

**第三条** **保险责任**

本附加保险合同的保险期间内，若被保险人因下列情形而需更改预定行程，本社将在扣除免赔额（如有）后，**以保险单所载本附加合同项下该被保险人相应的保险金额为限**赔偿该被保险人已支出的但实际未使用且不可退还的**旅行预付费用(释义一)**，以及其在旅行开始后，为前往旅行目的地或返回日常居住地或日常工作地而支出的**合理且必需的额外旅行费用(释义二)**：

（1）被保险人的直系亲属死亡或遭受严重身体伤害且**住院(释义三)**治疗；

（2）被保险人遭受劫持；

（3）被保险人因遭受严重身体伤害且接受医疗运送、送返或住院治疗；

（4）旅行出发前七日内旅行出发地、途经地或目的地突发暴乱或暴动、公共交通工具承运人雇员罢工、恶劣天气、突发**自然灾害和极端天气状况(释义四)**；

（5）旅行出发后，旅行途经地或目的地突发暴乱或暴动、公共交通工具承运人雇员罢工、恶劣天气、突发自然灾害和极端天气状况；

（6）被保险人骨折导致**合格医生（释义五）**诊断该被保险人无法开始或继续原定行程；

（7）被保险人死亡；

（8）于原定旅行出发前七日内或旅行出发后因恐怖活动导致被保险人必须更改预定行程，**但该恐怖活动须符合以下条件**：

1）被保险人原计划前往或正在旅行的国家的政府因该恐怖活动的发生发布了不宜旅行警告或外国旅客立刻离开当地的建议；或

2）中国政府建议中国公民或居民立刻从该恐怖活动发生地撤离。

**但若该被保险人因同一原因可于《众惠财产相互保险社附加旅行延误保险》项下获得赔偿，则本社仅按其中保险金额较高者做出赔偿。**

**Insurance liability**

**Article 3 Insurance liability**

**During the insurance period of this additional insurance contract, if the insured needs to change the scheduled itinerary due to the following circumstances, the PMIC will, after deducting the deductible (if any), compensate the insured for the actual unused and non-refundable travel prepaid expenses (interpretation 1) that have been paid by the insured under this additional insurance contract, and after the start of the trip, Reasonable and necessary additional travel expenses for traveling to the destination or returning to the place of daily residence or work (interpretation 2):**

**(1) The immediate relatives of the insured died or suffered serious physical injury and were hospitalized (interpretation 3) for treatment;**

**(2) The insured is hijacked;**

**(3) The insured receives medical transportation, return or hospitalization due to serious physical injury;**

**(4) Sudden riots or riots at the place of departure, route or destination, strikes by employees of public transport carriers, severe weather, sudden natural disasters and extreme weather conditions within seven days before the departure of the trip (Interpretation 4);**

**(5) After the departure of the trip, sudden riots or riots occurred at the destination or the destination of the trip, strikes by employees of public transport carriers, bad weather, sudden natural disasters and extreme weather conditions;**

**(6) The insured's fracture causes the qualified doctor (interpretation 5) to diagnose that the insured cannot start or continue the original journey;**

**(7) Death of the insured;**

**(8) The insured must change the scheduled itinerary due to terrorist activities within seven days before or after the scheduled travel, provided that the terrorist activities must meet the following conditions:**

**1) The government of the country where the insured originally planned to go or is traveling issued a warning of inadvisability to travel due to the occurrence of the terrorist activity or the suggestion that foreign passengers should leave the place immediately; or**

**2) The Chinese government recommends that Chinese citizens or residents immediately evacuate from the place where the terrorist activity occurred.**

**However, if the insured can get compensation under the Additional Travel Delay Insurance of Zhonghui Property Mutual Insurance PMIC for the same reason, the PMIC will only make compensation according to the higher insurance amount.**

**责任免除**

**第四条 任何直接或间接由于下列情形引起的，与之有关的，或可归因于之的额外旅行费用或旅行预付费用损失，本社不负任何赔偿责任：**

**（一）受保前已存在的疾病（释义六）及其并发症；**

**（二）可以从其他保险计划、政府项目、酒店、航空公司、旅行社或其他旅行服务机构得到退还或赔偿的任何费用；**

**（三）由政府法律规定引起的损失，或由于旅行服务机构、公共交通工具承运人的过失、疏忽、破产导致本次预定旅行无法正常进行；**

**（四）被保险人不愿参加旅行或由于经济原因导致不能旅行；**

**（五）任何违法犯罪行为；**

**（六）由于未能及时通知旅行社、导游、运输人或旅店需更改此次旅行；**

**（七）被保险人旅行的目的之一是为了进行治疗或该旅行违背医嘱；**

**（八）投保人或被保险人在投保本附加保险时或为该次旅行预订酒店、公共交通工具或支付其他费用时已知存在可能导致旅行更改的情况或条件，包括但不限于旅行出发地、旅行途经地或目的地当时已经宣布或已经发生的任何罢工或其他工人抗议活动、当时已经发生的任何自然灾害；**

**（九）任何直接或间接由于下列情形引起的旅行变更：**

**1．任何级别的政府部门或机构、官方公共卫生机构或世界卫生组织宣布的任何传染病或流行病（包括但不限于新型冠状病毒（COVID-19）或该病毒的任何变异、变形、变种等导致的传染病或流行病）及其相关疫情事件和措施；**

**2.世界卫生组织或任何其他国际性卫生组织宣布为国际关注的突发公共卫生事件的任何疾病或病毒（包括但不限于此疾病或病毒的任何变异、变形、变种）及其相关疫情事件和措施；**

**3.任何级别的政府部门或机构、官方公共卫生机构或世界卫生组织宣布的存在潜在威胁或可能引起恐慌的任何传染病、流行病等疾病及其相关疫情事件和措施。**

**（十）因与任何级别的政府部门或机构、官方公共卫生机构或世界卫生组织宣布的传染病或流行病（包括但不限于新型冠状病毒（COVID-19）或该病毒变异、变形、变种等导致的传染病或流行病）相关的命令、建议、法规、指令、关闭边境、关闭省级或市级边界而造成的旅行限制；**

**（十一）属于主保险合同的责任免除事项（但若该事项与本附加保险条款有相抵触之处，以本附加保险条款为准）。**

**Exemption from liability**

**Article 4 The PMIC shall not be liable for any loss of additional travel expenses or travel prepaid expenses directly or indirectly caused by, related to or attributable to the following circumstances:**

**（1） Existing diseases (interpretation 6) and their complications before being insured;**

**（2） Any expenses that can be refunded or compensated from other insurance plans, government programs, hotels, airlines, travel agencies or other travel service agencies;**

**（3） Losses caused by government laws and regulations, or due to the fault, negligence and bankruptcy of travel service agencies and public transport carriers, the scheduled travel cannot be carried out normally;**

**（4） The insured is unwilling to travel or cannot travel due to economic reasons;**

**（5） Any illegal or criminal act;**

**（6） The travel needs to be changed due to failure to notify the travel PMIC, guide, transporter or hotel in time;**

**（7） One of the purposes of the insured's travel is to carry out treatment or the travel violates medical advice;**

**（8） The applicant or the insured knows that there are circumstances or conditions that may lead to the change of the travel when applying for this additional insurance or when booking hotels, public transport or paying other expenses for the travel, including but not limited to any strike or other worker protest that has been announced or occurred at the time of the travel departure, travel route or destination, and any natural disasters that have occurred at that time;**

**（9） Any change in travel directly or indirectly caused by:**

**1. Any infectious disease or epidemic disease (including but not limited to novel coronavirus (COVID-19) or infectious disease or epidemic disease caused by any variation, deformation, mutation, etc. of the virus) and its related epidemic events and measures announced by government departments or institutions at any level, official public health institutions or the World Health Organization;**

**2. Any disease or virus declared by the World Health Organization or any other international health organization to be a public health emergency of international concern (including but not limited to any mutation, deformation and mutation of this disease or virus) and its related epidemic events and measures;**

**3. Any infectious disease, epidemic disease and other diseases and related epidemic events and measures announced by government departments or institutions at any level, official public health institutions or the World Health Organization that have potential threats or may cause panic.**

**（10） Travel restrictions caused by orders, suggestions, regulations, directives, border closures, provincial or municipal borders related to infectious diseases or epidemics announced by government departments or agencies at any level, official public health institutions or the World Health Organization (including but not limited to novel coronavirus (COVID-19) or infectious diseases or epidemics caused by the variation, deformation, variation, etc. of the virus);**

**（11） It is a liability exemption item of the main insurance contract (but in case of any conflict between this item and this additional insurance clause, this additional insurance clause shall prevail).**

**保险金额**

1. 本附加保险合同的保险金额由投保人、保险人双方约定，并在保险单中载明。

Insurance amount

Article 5 The insured amount of this additional insurance contract shall be agreed by the applicant and the insurer, and shall be stated in the insurance policy.

**保险期间**

1. 本附加保险合同的保险期间同主保险合同一致，最长不超过一年。

Insurance period

Article 6 The insurance period of this additional insurance contract shall be the same as that of the main insurance contract, and the maximum period shall not exceed one year.

**免赔额**

**第七条** 免赔额由投保人与本社在订立本附加保险合同时协商确定，并在保险单中载明。

**本附加保险合同中所指免赔额指在本附加保险合同保险期间内，应由被保险人自行承担，本附加保险合同不予赔付的部分。**

**Deductible**

**Article 7 The deductibles shall be determined by the applicant and PMIC through negotiation when concluding this additional insurance contract, and shall be stated in the insurance policy.**

**The deductible referred to in this additional insurance contract refers to the part that should be borne by the insured during the insurance period of this additional insurance contract and not be compensated by this additional insurance contract.**

**保险费支付方式**

第八条 本附加保险合同保险费支付方式分为一次性支付全部保险费或分期支付保险费，由投保人、保险人双方约定，并在附加保险合同中载明。

约定一次性支付全部保险费的，投保人应当在附加保险合同成立时一次性支付全部保险费。投保人未按约定全额支付应缴保险费的，附加保险合同不生效，对附加保险合同生效前发生的保险事故，保险人不承担保险责任。

约定分期支付保险费的，每期缴费金额应一致，投保人在投保时支付首期保险费，并应于附加保险合同约定的各分期缴费之日前及时并足额支付当期应缴保险费。投保人未按约定支付首期保险费的，附加保险合同不生效，对附加保险合同生效前发生的保险事故，保险人不承担保险责任。若投保人未按约定支付当期应缴保险费，保险人允许投保人在缴费延长期内补缴保险费，如果被保险人在此缴费延长期内发生保险事故，保险人按照附加保险合同约定给付保险金，但有权先从给付的保险金中扣除投保人欠缴的当期应缴的保险费。缴费延长期由投保人、保险人双方约定，并在附加保险合同中载明。

若投保人在缴费延长期内未补缴当期应缴保险费，本附加保险合同在上期保险费对应的保障期满日24时终止，终止之日后（含缴费延长期内）发生的保险事故，保险人不承担保险责任。

Payment method of insurance premium

Article 8 The premium payment method of this additional insurance contract is divided into one-time payment of all premium or installment payment of premium, which shall be agreed by both the applicant and the insurer, and shall be specified in the additional insurance contract.

If it is agreed to pay all the insurance premiums at one time, the applicant shall pay all the insurance premiums at one time when the additional insurance contract is established. If the applicant fails to pay the premium payable in full as agreed, the additional insurance contract will not come into force, and the insurer will not bear the insurance liability for the insurance accident that occurred before the additional insurance contract comes into force.

If the insurance premium is agreed to be paid in installments, the amount of each installment shall be the same. The applicant shall pay the first installment of the insurance premium when applying for insurance, and shall timely and fully pay the current payable insurance premium before the date of each installment agreed in the additional insurance contract. If the applicant fails to pay the initial premium as agreed, the additional insurance contract will not take effect, and the insurer will not bear the insurance liability for the insured accident that occurred before the additional insurance contract takes effect. If the applicant fails to pay the current payable premium as agreed, the insurer allows the applicant to make up the premium within the extended period of payment. If the insured has an insurance accident within the extended period of payment, the insurer shall pay the premium according to the additional insurance contract, but has the right to deduct the current payable premium that the applicant has not paid from the premium paid. The extension period of payment shall be agreed by both the applicant and the insurer, and shall be specified in the additional insurance contract.

If the applicant fails to pay the current premium within the extension period of payment, this additional insurance contract will be terminated at 24:00 on the expiry date of the corresponding guarantee period of the previous premium. The insurer will not be liable for any insurance accident occurring after the termination date (including the extension period of payment).

**保险金的申请**

**第九条 保险金申请人（释义七）向保险人申请给付保险金时，应提交以下材料并在返回日常居住地或日常工作地之日起的三十天内递交本社：**

**（一）理赔申请书；**

**（二）保险单或其他保险凭证；**

**（三）保险金申请人的有效身份证件；**

**（四）已经支付的旅行预付费用凭证、护照及出入境记录的证明、医生或医院的医疗报告、出院小结（如适用），额外费用支出或无法获得费用返还的证明文件原件；**

**（五）索赔申请人所能提供的与本项申请相关的其他材料；**

**（六）若保险金申请人委托他人申请的，还应提供授权委托书原件、委托人和受托人的身份证明等相关证明文件；**

**（七）保险金作为被保险人遗产时，须提供可证明合法继承权的相关权利文件；**

**（八）受益人或者继承人为无民事行为能力人或者限制民事行为能力人的，由其监护人代为申领保险金，并需要提供监护人的身份证明等资料。**

**如果被保险人本人作为保险金受益人已向保险人书面申领保险金，但在实际领取保险金前身故，保险金将作为其遗产，由保险人向其合法继承人给付。**

**保险金申请人未能提供有关材料，导致保险人无法核实该申请的真实性的，本社对无法核实部分不承担给付保险金的责任。**

**Application for insurance benefits**

**Article 9 When applying for payment of insurance benefits to the insurer, the applicant for insurance benefits (Interpretation 7) shall submit the following materials and submit them to the PMIC within 30 days from the date of returning to his daily residence or daily work place:**

**（1） Claim settlement application;**

**（2） Insurance policy or other insurance certificate;**

**（3） The valid identity certificate of the insurance benefit applicant;**

**（4） Certificate of prepaid travel expenses paid, passport and certificate of entry and exit records, medical report of doctor or hospital, discharge summary (if applicable), and original certificate of additional expenses or inability to obtain the return of expenses;**

**（5） Other materials related to this application that the claimant can provide;**

**（6） If the insurance benefit applicant entrusts others to apply, it shall also provide the original power of attorney, the identity certificates of the principal and the trustee and other relevant supporting documents;**

**（7） When the insurance money is taken as the property of the insured, the relevant rights documents that can prove the legal inheritance rights must be provided;**

**（8） If the beneficiary or heir is a person without or with limited capacity for civil conduct, his guardian shall apply for the insurance benefits on his behalf and provide the guardian's identity certificate and other information.**

**If the insured, as the beneficiary of the insurance benefits, has applied for the insurance benefits in writing from the insurer, but died before the actual payment of the insurance benefits, the insurance benefits will be paid by the insurer to its legal successor as its heritage.**

**If the applicant for insurance benefits fails to provide relevant materials, resulting in the insurer being unable to verify the authenticity of the application, PMIC will not be responsible for paying the insurance benefits for the part that cannot be verified.**

**释义**

**一、旅行预付费用：**指被保险人为其预定旅行已支付的或根据相关合同已同意支付的交通费用、住宿费用以及向具有合格经营资质的滑雪活动组织方预订滑雪活动的费用，**且前述各项费用无法从其它地方获得退还或补偿**。

**二、合理且必需的额外旅行费用：**指即使无本保险赔偿情况下被保险人仍需支出的交通费用以及住宿费用，**但最高不超过被保险人原旅行计划已订的交通工具和酒店同等级别的费用。**

**三、住院：**指经医生建议入住医院达二十四小时以上且由医院收取病房或床位费用。

**四、自然灾害和极端天气状况：**指恶劣的天气状况（包括但不限于台风、飓风、气旋或龙卷风）、火灾、洪水、海啸、火山爆发、地震、山体滑坡或其他自然界的异常现象或可归因于任何上述灾害的事件。

**五、合格医生：**指除被保险人本人、其家庭成员或与被保险人有直接利益关系的人员以外的任何持有被认可并依据其执业国家之法律，正式注册及提供其认可执业医疗范围内之医生。

**六、受保前已存在的疾病：**指被保险人于其在本附加合同项下获保前两年内曾出现任何症状而引致一正常而审慎的人寻求诊断、医疗护理或医药治疗；或被保险人于其在本附加合同项下获保前两年内曾经医生推荐接受医药治疗或医疗意见。

**七、保险金申请人**：指受益人或被保险人的继承人或依法享有保险金请求权的其他自然人。

**本附加保险合同的未释义名词，以本附加保险合同所附属的主保险合同条款中的释**

**Interpretation**

**1、 Travel prepaid expenses: refer to the transportation expenses, accommodation expenses and the expenses for booking ski activities from the qualified ski event organizers that have been paid by the insured for their scheduled travel or have been agreed to pay according to the relevant contracts, and the above-mentioned expenses cannot be refunded or compensated from other places.**

**2、 Reasonable and necessary additional travel expenses: refers to the transportation expenses and accommodation expenses that the insured still needs to pay even if there is no compensation under this insurance, but the maximum shall not exceed the same level of transportation and hotel expenses that the insured has booked in the original travel plan.**

**3、 Hospitalization: Refers to staying in the hospital for more than 24 hours after being recommended by the doctor and charged by the hospital for ward or bed.**

**4、 Natural disasters and extreme weather conditions: refer to severe weather conditions (including but not limited to typhoons, hurricanes, cyclones or tornadoes), fires, floods, tsunamis, volcanic eruptions, earthquakes, landslides or other natural anomalies or events attributable to any of the above disasters.**

**5、 Qualified doctor: refers to any doctor who has been officially registered and provided with the approved medical practice in accordance with the laws of the country of practice, except for the insured himself, his family members or the person who has a direct interest with the insured.**

**6、 Pre-insurance disease: refers to any symptom of the insured within two years before being insured under this Additional Contract, which causes a normal and prudent person to seek diagnosis, medical care or medical treatment; Or the insured has been recommended by a doctor for medical treatment or medical advice within two years before being insured under this Additional Contract.**

**7、 Insurance benefit applicant: refers to the beneficiary or the heirs of the insured or other natural persons who have the right to claim insurance benefits according to law.**

**The undefined terms in this additional insurance contract shall be subject to the interpretation in the main insurance contract attached to this additional insurance contract.义为准。**