**众惠财产相互保险社**

**附加旅行双倍给付意外伤害保险（互联网专属）条款**

**总则**

**Public Mutual Insurance Corporation(PMIC)**

**Additional travel double benefit accident insurance (Internet exclusive) clause**

**General**

**第一条 附加保险合同构成**

本附加保险合同须附加于互联网专属的意外伤害保险合同、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 Internet exclusive 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 被保险人**

本附加保险合同仅承保成年被保险人，不承保任何未成年人。

Article 2 The Insured

This additional insurance contract only covers the adult insured and does not cover any minors.

**第三条 受益人**

本附加保险合同保险金受益人包括：

（一）身故保险金

订立本附加保险合同时，被保险人或投保人可指定一人或数人为身故保险金受益人。身故保险金受益人为数人时，应确定其受益顺序和受益份额；未确定受益份额的，各身故保险金受益人按照相等份额享有受益权。

被保险人死亡后，有下列情形之一的，保险金作为被保险人的遗产，由保险人依照《中华人民共和国民法典》的规定履行给付保险金的义务：

1.没有指定身故保险金受益人，或者身故保险金受益人指定不明无法确定的；

2.身故保险金受益人先于被保险人死亡，没有其他身故保险金受益人的；

3.身故保险金受益人依法丧失受益权或者放弃受益权，没有其他身故保险金受益人的。

身故保险金受益人与被保险人在同一事件中死亡，且不能确定死亡先后顺序的，推定身故保险金受益人死亡在先。

投保人指定或变更身故保险金受益人的，须经被保险人书面同意。被保险人为无民事行为能力人或限制民事行为能力人的，应由其监护人指定或变更身故保险金受益人。投保人为与其有劳动关系的劳动者投保人身保险，不得指定被保险人及其近亲属以外的人为受益人。

被保险人或投保人可以变更身故保险金受益人，但需书面通知保险人，由保险人在本附加保险合同上批注。**对因身故保险金受益人变更发生的法律纠纷，保险人不承担任何责任。**

（二）伤残保险金

除另有约定外，本附加保险合同的伤残保险金的受益人为被保险人本人。

Article 3 Beneficiary

The beneficiaries of the insurance benefits of this additional insurance contract include:

（1） Death insurance

When concluding this additional insurance contract, the insured or the applicant may designate one or more persons as the beneficiary of death insurance benefits. If there are several beneficiaries of death insurance benefits, the beneficiary order and share shall be determined; If the beneficiary share is not determined, each beneficiary of death insurance benefits shall enjoy the benefit right according to the equal share.

After the death of the insured, in any of the following circumstances, the insurer shall perform the obligation to pay the insurance benefits as the insured's heritage in accordance with the provisions of the Civil Code of the People's Republic of China:

1. The beneficiary of death insurance benefits has not been designated, or the designation of the beneficiary of death insurance benefits is unclear and cannot be determined;

2. The beneficiary of death insurance benefits dies before the insured, and there is no other beneficiary of death insurance benefits;

3. The beneficiary of death insurance benefits loses or waives the right to benefit according to law, and there is no other beneficiary of death insurance benefits.

If the beneficiary of death insurance benefits and the insured die in the same event, and the order of death cannot be determined, it is presumed that the death of the beneficiary of death insurance benefits precedes.

If the applicant designates or changes the beneficiary of death insurance benefits, the written consent of the insured shall be obtained. If the insured is a person without civil capacity or with limited civil capacity, his guardian shall designate or change the beneficiary of death insurance benefits. The applicant shall apply for personal insurance for the workers who have labor relations with him, and shall not designate any person other than the insured and his close relatives as the beneficiary.

The insured or the applicant may change the beneficiary of the death insurance benefits, but it is required to notify the insurer in writing, and the insurer shall annotate on this additional insurance contract. The insurer shall not be liable for any legal disputes arising from the change of the beneficiary of death insurance benefits.

（2） Disability insurance

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

**保险责任**

**第四条** 本附加保险合同的保险期间内，若任何被保险人在旅行期间以乘客身份**（不包括该被保险人本人作为公共交通工具（释义一）的驾驶员、操作人员或机组成员）**乘坐公共交通工具时遭遇主保险合同约定的意外伤害事故，且自意外伤害事故发生之日起一百八十天内身故或致成《人身保险伤残评定标准及代码》（保监发[2014]6号，标准编号为JR/T 0083-2013）（详见附件）中所列的伤残项目之一者，本社按主保险合同的保险责任给付后再按同等金额给付。

**若该被保险人为同一旅行自愿投保由本社承保的多种保障产品（不包括团体保险），且在不同保障产品中有相同保险利益的，则本社仅按其中保险金额最高者做出赔偿，并退还其它保险项下已收取的相应保险利益的保险费。**

**Insurance liability**

**Article 4 During the insurance period of this additional insurance contract, if any insured person encounters an accidental injury accident as agreed in the main insurance contract while taking public transport as a passenger (excluding the insured person himself as the driver, operator or crew member of the public transport vehicle (Interpretation 1)), In case of death within 180 days from the date of the accident or one of the disability items listed in the Assessment Standard and Code for Disability of Personal Insurance (BJF [2014] No. 6, Standard No. JR/T 0083-2013) (see the annex), the PMIC will pay the same amount after paying the insurance liability according to the main insurance contract.**

**If the insured voluntarily buys multiple insurance products (excluding group insurance) for the same travel, and has the same insurance interest in different insurance products, we will only make compensation according to the highest insurance amount, and return the premium of corresponding insurance interest received under other insurance items.**

**责任免除**

**第五条 因下列原因造成被保险人身故或残疾的，本社不承担给付保险金责任：**

**（一）属于主保险合同的责任免除事项。**

**Exemption from liability**

**Article 5 In case of death or disability of the insured due to the following reasons, PMIC shall not be liable for payment of insurance benefits:**

**（1） It is an exemption from liability under the main insurance contract.**

**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 6 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 7 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.

**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**

**保险金申请人（释义二）向保险人申请给付保险金时，应提交以下材料：**

**（一）身故保险金申请**

**1.理赔申请书；**

**2.保险单或其他保险凭证；**

**3.保险金申请人的有效身份证件；**

**4.受益人户籍证明及身份证明；**

**5.被保险人的户籍注销证明；**

**6．公安部门或司法部门、中华人民共和国境内二级或二级以上公立医院或保险人认可的医疗机构出具的被保险人身故证明或验尸报告。若被保险人为宣告死亡，保险金申请人应提供中华人民共和国人民法院出具的宣告死亡证明文件；**

**7．事发当地政府有关部门出具的意外伤害事故证明或者中华人民共和国驻该国的使、领馆出具的意外伤害事故证明；**

**8．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；**

**9．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；**

**10．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；**

**11．受益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。**

**（二）残疾保险金申请**

**1．理赔申请书；**

**2．保险单或其他保险凭证；**

**3．被保险人的有效身份证件；**

**4．中华人民共和国境内二级或二级以上公立医院或保险人认可的医疗机构出具的诊断证明，以及司法鉴定机构出具的伤残程度鉴定诊断书；**

**5.事发当地政府有关部门出具的意外伤害事故证明或者中华人民共和国驻该国的使、领馆出具的意外伤害事故证明；**

**6．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；**

**7．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；**

**8．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，保险人对无法核实部分不承担给付保险金的责任。**

**Application for insurance benefits**

**Article 9 Application for insurance benefits**

**When applying for payment of insurance benefits to the insurer, the applicant for insurance benefits (Interpretation 2) shall submit the following materials:**

**（1） Application for Death insurance benefit**

**1. Claim settlement application;**

**2. Insurance policy or other insurance certificate;**

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

**4. Beneficiary's registered residence registration certificate and identity certificate;**

**5. Certificate of cancellation of the insured's registered residence;**

**6. The death certificate or autopsy report of the insured issued by the public security department or the judicial department, the public hospital at or above the second level in the People's Republic of China or the medical institution recognized by the insurer. If the insured is declared dead, the insurance benefit applicant shall provide the certificate of declaration of death issued by the People's Court of the People's Republic of China;**

**7. The accident certificate issued by the relevant department of the local government or the embassy or consulate of the People's Republic of China in the country;**

**8. Other certificates and materials related to the confirmation of the nature, cause and degree of loss of the insured accident;**

**9. 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;**

**10. When the insurance money is taken as the heritage of the insured, the relevant rights documents that can prove the legal inheritance rights must be provided;**

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

**（2） Application for disability insurance benefits**

**1. Claim settlement application;**

**2. Insurance policy or other insurance certificate;**

**3. Valid identity documents of the insured;**

**4. The diagnosis certificate issued by the public hospital or medical institution recognized by the insurer at or above the second level in the People's Republic of China, and the diagnosis certificate issued by the judicial appraisal institution for the degree of disability;**

**5. The accident certificate issued by the relevant department of the local government or the embassy or consulate of the People's Republic of China in the country;**

**6. Other certificates and materials related to the confirmation of the nature, cause and degree of loss of the insured accident;**

**7. 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;**

**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 shall 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's inability to verify the authenticity of the application, the insurer will not be responsible for paying the insurance benefits for the part that cannot be verified.**

**释义**

**一、公共交通工具：**指领有有关政府主管部门依法颁发的公共交通营运执照，以收费方式合法载客的公共汽车、长途汽车、出租车（仅限四轮机动车）、渡船、气垫船、水翼船、轮船、火车、有轨电车、轨道列车（包括地铁、轻轨及磁悬浮列车）、经营固定航班的航空公司或包机公司经营的固定翼飞机、航空公司所经营的且在两个固定的商业机场之间或有营运执照的商业直升机站之间运营的直升飞机和任何按固定的路线和时刻表运营的固定机场客车。

**凡上述所列的各种交通工具用于非公共交通工具的目的和用途，均属不符合本附加合同公共交通工具的定义。**

**二、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义为准。**

**附件：《人身保险伤残评定标准及代码》**

**interpretation**

**1、 Public transport means: refers to buses, long-distance buses, taxis (only four-wheel motor vehicles), ferries, hovercraft, hydrofoil boats, steamers, trains, trams, rail trains (including subways, light rail and maglev trains), fixed-wing aircraft operated by airlines or charter companies operating fixed flights, which have obtained the public transport operation license issued by the relevant government authorities according to law and can legally carry passengers by charging Helicopters operated by airlines and operated between two fixed commercial airports or commercial helicopter stations with operating licenses and any fixed airport buses operated according to fixed routes and schedules.**

**The purpose and purpose of the various vehicles listed above for non-public vehicles are not in conformity with the definition of public transport in this Additional Contract.**

**2、 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.**

**Appendix: Disability Assessment Standard and Code of Personal Insurance**