**众惠财产相互保险社**

**附加旅行身故遗体送返保险条款**

**总则**

**Public Mutual Insurance Corporation**

**Additional travel dead body return insurance clause**

**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 身故保险金受益人**

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。**

**Article 2 Beneficiary of Death insurance benefit**

**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.**

**第三条 保险责任**

在本附加保险合同的保险期间内，若被保险人于**旅行（释义一）**期间遭受**意外事故（释义二）**或罹患疾病，并以此为直接原因导致被保险人于遭受意外事故或罹患疾病之日起30天（含）内身故的，本社按本附加保险合同的约定给付保险金。

**1.遗体送返保险金**

经本社指定的支援服务机构或其授权代表依**当地（释义三）**实际情况安排遗体保存或火化，且将该被保险人之遗体或骨灰送返该被保险人的合法有效证件所载的**境内（释义四）**住所地、境内日常居住地或境内日常工作地。

遗体送返服务所需费用包括尸体防腐、保存、火化、运输及骨灰盒等材料和服务费用，经本社核实确认后直接支付给本社指定的支援服务机构，**费用总数最高以保险单所载本保障项下该被保险人相应的保险金额为限。倘若实际费用超越该保险金额，则超出部分的费用由身故保险金受益人或被保险人的继承人负责支付。**

**2.丧葬保险金**

当该被保险人家属在身故当地安葬被保险人的，我社按已实际支出的被保险人的丧葬费用给付丧葬保险金予被保险人的继承人或身故保险金受益人，**最高给付金额以保险单所载本保障项下该被保险人相应的丧葬保险金额为限。**

**若任何被保险人自愿投保由我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，则在适用本附加保险合同项下保障时，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。**

**若被保险人可从其他途径取得补偿，包括但不限于社会福利机构、任何医疗保险给付，本社仅给付剩余的部分。**

**Article 3 Insurance liability**

**During the insurance period of this additional insurance contract, if the insured suffers from an accident (interpretation 2) or illness during the period of travel (interpretation 1), and this is the direct reason for the death of the insured within 30 days (including) from the date of the accident or illness, we will pay the insurance benefits according to the provisions of this additional insurance contract.**

**1. Insurance benefits for return of remains**

**The support service agency designated by PMIC or its authorized representative shall arrange for the preservation or cremation of the remains according to the local (interpretation 3) actual situation, and return the remains or ashes of the insured to the domestic (interpretation 4) residence, domestic daily residence or domestic daily work place specified in the legal and valid certificate of the insured.**

**The costs for the return of the remains include the costs for embalming, preserving, cremation, transportation and cinerary boxes and other materials and services, which are directly paid to the support service agency designated by PMIC after verification and confirmation by PMIC. The maximum amount of the costs is limited to the corresponding insurance amount of the insured under the insurance policy. If the actual expenses exceed the insured amount, the excess expenses shall be paid by the beneficiary of the death insurance benefits or the heirs of the insured.**

**2. Funeral insurance**

**When the family members of the insured bury the insured at the place of death, we will pay the funeral insurance benefits to the insured's heirs or beneficiaries of the death insurance benefits according to the actual funeral expenses of the insured. The maximum amount of payment is limited to the corresponding funeral insurance amount of the insured under the insurance policy.**

**If any insured voluntarily takes out multiple insurance products (excluding group insurance) underwritten by PMIC, and has the same insurance interest in different insurance products, when applying the protection under this additional insurance contract, PMIC will only make compensation according to the highest amount of insurance, and return the premium of corresponding insurance interest collected under other insurance.**

**If the insured can obtain compensation from other ways, including but not limited to social welfare institutions and any medical insurance benefits, the club will only pay the remaining part.**

**责任免除**

**第四条 任何在下列期间发生的，或由下列原因直接、间接地造成的被保险人身故或产生的相关费用，或出现下列任一情形时，本社不承担任何赔偿责任：**

**（一）任何因第三方提供服务而身故保险金受领人不需负责给付的遗体送返费用或任何已包含在旅行收费中的费用；**

**（二）任何未经本社指定的支援服务机构或其授权代表批准并安排的遗体送返费用；**

**（三）被保险人因任何原因进行的牙齿保养、牙齿修复、牙齿整形或牙齿植种；被保险人非因意外事故进行的任何牙科检查、治疗或手术，以及任何进食活动（包括咀嚼或啃咬）引发的牙科治疗；对被保险人的非自然牙进行的任何治疗；**

**（四）被保险人屈光不正，或者被保险人非因意外事故进行的眼科检查、视力矫正，以及因矫正视力而作的眼科验光检查；**

**（五）被保险人的一般身体检查（不包括因意外事故进行的牙科和眼科检查）、疗养、特别护理或静养、康复性治疗或心理治疗；**

**（六）被保险人罹患脊椎病；**

**（七）被保险人罹患先天性疾病（释义五）；**

**（八）被保险人的任何妊娠、流产、分娩、不孕不育症、避孕或绝育手术、美容手术、外科整形手术或任何非必要的手术；**

**（九）被保险人因任何过敏反应、药物过敏或任何医疗导致的伤害。**

**（十）被保险人的精神疾病、错乱、失常；受酒精、毒品、管制药物、药品或麻醉品的影响, 除非该药物、药品或麻醉品经医生处方开具，并按医嘱对症使用。**

**（十一）被保险人罹患性传播疾病，包括但不限于罹患艾滋病（AIDS）、感染艾滋病病毒（HIV）或罹患与艾滋病（AIDS）或艾滋病病毒（HIV）有关的疾病。**

**（十二）被保险人未能取得医院或医生证明。**

**（十三）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。**

**（十四）被保险人受保前已存在的疾病（释义六）及其并发症。**

**（十五）被保险人因扁桃腺、腺状体肥大、疝气、女性生殖器官疾病而实施的治疗或外科手术。**

**（十六）美容手术、外科整形手术或者任何非必要的手术。**

**（十七）根据被保险人的主治医生的意见，可以被合理延迟至被保险人返回境内日常居住地或境内日常工作地后进行而被保险人坚持在境内日常居住地或境内日常工作地以外进行的治疗或手术；**

**（十八）直接或间接因流行疫病或大规模流行疫病爆发导致的救援；**

**（十九）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 In case of any death of the insured or related expenses incurred during the following period, or directly or indirectly caused by the following reasons, or any of the following circumstances, PMIC will not bear any liability for compensation:**

**（1） Any body return fee or any fee already included in the travel fee that is not required to be paid by the insurance benefit recipient who died due to the service provided by a third party;**

**（2） Any body return fee not approved and arranged by the support service agency designated by PMIC or its authorized representative;**

**（3） Tooth maintenance, tooth repair, tooth shaping or tooth planting carried out by the insured for any reason; Any dental examination, treatment or operation conducted by the insured person not due to an accident, as well as dental treatment caused by any eating activity (including chewing or gnawing); Any treatment for the unnatural teeth of the insured;**

**（4） The insured has ametropia, or the insured has undergone ophthalmic examination and correction of vision not due to accidents, and has undergone ophthalmic optometry for correction of vision;**

**（5） General physical examination (excluding dental and ophthalmic examination due to accidents), convalescence, special care or rest, rehabilitation treatment or psychological treatment of the insured;**

**（6） The insured suffers from spinal disease;**

**（7） The insured suffers from congenital disease (Interpretation 5);**

**（8） Any pregnancy, abortion, childbirth, infertility, contraception or sterilization, cosmetic surgery, plastic surgery or any unnecessary operation of the insured;**

**（9） Injury caused by any allergic reaction, drug allergy or any medical treatment of the insured.**

**（10） Mental illness, disorder and disorder of the insured; Affected by alcohol, drugs, controlled drugs, drugs or narcotics, unless the drugs, drugs or narcotics are prescribed by a doctor and used symptomatically according to the doctor's instructions.**

**（11） The insured suffers from sexually transmitted diseases, including but not limited to AIDS, AIDS virus (HIV) or diseases related to AIDS or AIDS virus (HIV).**

**（12） The insured fails to obtain the hospital or doctor's certificate.**

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

**（14） The disease (interpretation 6) and its complications of the insured before being insured.**

**（15） Treatment or surgery performed by the insured due to tonsillar, adenoidal hypertrophy, hernia, and female genital diseases.**

**（16） Cosmetic surgery, plastic surgery or any unnecessary operation.**

**（17） According to the opinion of the attending doctor of the insured, the treatment or surgery can be reasonably delayed until the insured returns to the domestic daily residence or domestic daily work place and the insured insists on the treatment or surgery outside the domestic daily residence or domestic daily work place;**

**（18） Rescue directly or indirectly caused by epidemic or large-scale epidemic outbreak;**

**（19） 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. 本附加保险合同的遗体送返保险金额、丧葬保险金额由投保人、保险人双方约定，并在保险单中载明。

Insurance amount

Article 5 The insured amount for the return of the remains and the funeral insurance 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.

**保险费支付方式**

第七条 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。

Insurance period

Article 7 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**

**第八条 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：**

**（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）被保险人的户籍注销证明；**

**（五）公安部门或司法部门、二级或二级以上公立医院或保险人认可的医疗机构（释义八）出具的被保险人死亡证明或验尸报告；**

**（六）被保险人的丧葬费用的正式发票或收据；**

**（七）索赔申请人所能提供的与本项申请相关的其他材料；**

**（八）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；**

**（九）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；**

**（十）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。**

**本社指定的支援服务机构免向被保险人收取与本社根据本附加保险合同本应向受益人给付的保险金，或保险人已承担相应费用的，保险金申请人不得就此向保险人申请保险金。其他情形，保险金申请人可根据本附加保险合同向保险人申请保险金。**

**Application for insurance benefits**

**Article 8 When applying for payment of insurance benefits to the insurer, the applicant for insurance benefits (Interpretation 7) shall submit the following materials:**

**（1） Claim settlement application;**

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

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

**（4） Certificate of cancellation of the insured's registered residence;**

**（5） 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 or the medical institution approved by the insurer (Interpretation 8);**

**（6） Official invoice or receipt of funeral expenses of the insured;**

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

**（8） 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;**

**（9） 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;**

**（10） 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.**

**The support service agency designated by PMIC is exempt from charging the insured the insurance benefits that PMIC should have paid to the beneficiary under this additional insurance contract, or if the insurer has borne the corresponding costs, the insurance benefit applicant shall not apply for the insurance benefits from the insurer. In other cases, the applicant for insurance benefits may apply for insurance benefits from the insurer according to this additional insurance contract.**

**释义**

1. **旅行：**指旅行目的地为被保险人境内日常居住地或日常工作地所在的市级行政区域之外的旅行，且**每次旅行最长承保期间以投保单或保险单载明为限。**
2. **意外事故：**指遭受外来的、突发的、非本意的、非疾病的使身体受到伤害的客观事件。**自然死亡、疾病身故、猝死、自杀、自伤、中暑以及高原反应均不属于意外伤害。**

**三、当地：**指被保险人身故地。

**四、境内：**指中国大陆地区，该地区不包括台湾省、香港及澳门特别行政区。

**五、先天性疾病：**指被保险人一出生就具有的疾病（症状或体征）。这些疾病是因人的遗传物质（包括染色体以及位于其中的基因）发生了对人体有害的改变引起的，或因母亲怀孕期间受到内外环境中某些物理、化学和生物等因素的作用，使胎儿局部体细胞发育异常，导致婴儿出生时有关器官系统在结构或功能上呈现异常。

**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。

**八、认可的医疗机构：**指投保人与保险人协商共同指定的医疗机构，**但不包括主要作为体检、诊所、康复、护理、休养、静养、戒酒、戒毒等或类似的医疗机构。**该医院必须具有符合国家有关医院管理规则设置标准的医疗设备，且全天二十四小时有合格医师及护士驻院提供医疗及护理服务。

**若该医院在中国境内，则该医院必须是符合上述条件的二级或以上公立医院普通部。**

**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。**

**Interpretation**

**1、 Travel: refers to the travel whose destination is outside the municipal administrative region where the insured's daily residence or daily work is located in the territory of the insured, and the maximum insurance period for each travel is limited to that specified in the application form or insurance policy.**

**2、 Accident: refers to external, sudden, unintentional and non-disease objective events that cause physical injury. Natural death, disease death, sudden death, suicide, self-injury, heatstroke and altitude reaction are not accidental injuries.**

**3、 Local: refers to the place where the insured lives.**

**4、 Domestic: refers to the Chinese Mainland, excluding Taiwan Province, Hong Kong and Macao Special Administrative Region.**

**5、 Congenital disease: refers to the disease (symptoms or signs) that the insured has since birth. These diseases are caused by harmful changes in human genetic materials (including chromosomes and the genes in them), or by the effects of some physical, chemical and biological factors in the internal and external environment during the pregnancy of the mother, resulting in abnormal development of local somatic cells in the fetus, leading to abnormalities in the structure or function of the relevant organ system at birth.**

**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 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.**

**8、 Approved medical institution: refers to the medical institution jointly designated by the insurer and the insurer through consultation, but does not include the medical institution that is mainly used for physical examination, clinic, rehabilitation, nursing, recuperation, rest, alcoholism, detoxification, etc. or similar medical institutions. The hospital must have medical equipment that conforms to the setting standards of the relevant national hospital management rules, and have qualified doctors and nurses stationed in the hospital 24 hours a day to provide medical and nursing services.**

**If the hospital is located in China, it must be a general department of a public hospital of Grade II or above that meets the above conditions.**

**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.**