**众惠财产相互保险社**

**附加旅行延误保险条款**

**总则**

**Public Mutual Insurance Corporation(PMIC)**

**Additional travel delay 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，若任何被保险人在旅行期间因任何**外部原因（释义一）**（包括但不限于恶劣天气、**自然灾害（释义二）**、机械故障、罢工、劫持或怠工，其他空运、航运工人的临时性抗议活动、恐怖活动、航空管制或**航空公司机票超售（释义三）**）而导致该被保险人原计划搭乘的**公共交通工具（释义四）**延误，且延误连续时间达到保险单所载的时间，本社**以保险单上所载本附加保险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。

延误的时间计算以下列两者较长者为准：1）自原计划搭乘的公共交通工具的原订开出时间开始计算，直至搭乘最早便利的替代公共交通工具的开出时间为止；或 2）自原计划搭乘的公共交通工具的原订到达时间开始计算，直至被保险人搭乘**替代公共交通工具（释义五）**抵达原计划目的地为止。

Insurance liability

Article 3 Insurance liability

During the insurance period of this additional insurance contract, if any of the insured during the travel due to any external reasons (interpretation 1) (including but not limited to bad weather, natural disasters (interpretation 2), mechanical failure, strike, hijacking or sabotage, temporary protests, terrorist activities of other air and shipping workers If air traffic control or overbooking of airline tickets (interpretation 3) causes the delay of the public transport (interpretation 4) that the insured originally planned to take, and the delay continues to reach the time specified in the insurance policy, PMIC will compensate the insured within the limit of the corresponding insurance amount of the insured under this additional insurance contract specified in the insurance policy.

The delay time shall be calculated based on the longer of the following two: 1) It shall be calculated from the original scheduled departure time of the originally planned public transport until the departure time of the earliest and convenient alternative public transport; Or 2) It shall be calculated from the original scheduled arrival time of the public transport originally planned to take until the insured arrives at the original planned destination by taking the alternative public transport (Interpretation 5).

**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，或可归因于之的旅行延误，本社不负任何赔偿责任：**

**（一）被保险人未能按预定行程办理登记手续，或被保险人未能从原计划乘搭的公共交通工具承运人处取得旅行延误时数及原因的书面证明；**

**（二）被保险人办理完登记手续后，未能准时登乘原计划乘搭的公共交通工具；**

**（三）被保险人未能登乘最早便利的替代公共交通工具；**

**（四）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公共交通工具时已存在可能导致旅行延误的情况或条件，包括但不限于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，以及当时已经发生的任何恶劣天气或自然灾害；**

**（五）任何因被保险人个人原因导致的延误；**

**（六）任何直接或间接由于下列情形引起的旅行延误：**

**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。**

**（七）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；**

**（八）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 agency shall not be liable for any travel delay directly or indirectly caused by, related to or attributable to the following circumstances:**

**（1） The insured fails to go through the registration formalities according to the scheduled itinerary, or the insured fails to obtain the written proof of the number of hours of travel delay and the reason from the carrier of the public transport originally planned to take;**

**（2） After completing the registration formalities, the insured fails to board the public transport originally planned on time;**

**（3） The insured fails to board the earliest and convenient alternative public transport;**

**（4） The applicant or the insured has existing conditions or conditions that may cause travel delay when applying for this additional insurance or booking public transport for this trip, including but not limited to any strike or other worker protest that has been announced or occurred at that time, and any bad weather or natural disaster that has occurred at that time;**

**（5） Any delay caused by the insured's personal reasons;**

**（6） Any travel delay 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.**

**（7） 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);**

**（8） 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.

**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。

Payment method of insurance premium

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（释义六）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）承运人或其代理人出具的延误时间及原因的书面证明；**

**（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 8 When applying for payment of insurance benefits to the insurer, the applicant for insurance benefits (interpretation 6) 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） A written certificate issued by the carrier or its agent stating the delay time and reasons;**

**（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**

1. **外部原因：**是指任何突发的、非本意的、不可预见的，且不受被保险人控制或影响的客观事件，**包括但不限于自然灾害、恶劣天气、罢工。**
2. **自然灾害：**是指火灾、洪水、海啸、火山爆发、地震、山体滑坡或其他自然界的异常灾害现象或可归因于任何上述灾害的事件。

**三、航空公司机票超售：**是指由于航空公司出售的机票数目多于实际座位数，而导致被保险人不能搭乘原计划乘搭的飞机，而必须搭乘由飞机承运人安排提供的最早便利的替代航班。

**四、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轮船、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。

**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，均属不符合本附加保险合同公共交通工具的定义。**

**五、替代公共交通工具：**指除上述公共交通工具以外，还包括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（不包括四轮以下机动车）、渡船、气垫船、水翼船、火车、有轨电车、轨道列车（包括地铁、轻轨及磁悬浮列车）和任何按固定的路线和时刻表运营的固定机场客车。

**六、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。**

**interpretation**

**1、 External causes: refer to any unexpected, unintended, unforeseeable and objective events that are not controlled or affected by the insured, including but not limited to natural disasters, bad weather and strikes.**

**2、 Natural disaster: refers to fire, flood, tsunami, volcanic eruption, earthquake, landslide or other natural abnormal disaster phenomenon or events that can be attributed to any of the above disasters.**

**3、 Overbooking of airline tickets: refers to the fact that the number of airline tickets sold by the airline is more than the actual number of seats, resulting in the insured being unable to take the originally planned flight, and having to take the earliest convenient alternative flight arranged by the aircraft carrier.**

**4、 Public transport means: refers to ships that have obtained the public transport operation license issued by the relevant government authorities according to law, carry passengers legally by charging, fixed-wing aircraft operated by airlines or charter companies operating fixed flights, and helicopters operated by airlines and operating between two fixed commercial airports or commercial helicopter stations with operation licenses.**

**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 Insurance Contract.**

**5、 Alternative public transport means: in addition to the above public transport means, it also includes buses, long-distance buses, taxis (excluding motor vehicles with less than four wheels), ferries, hovercraft, hydrofoil boats, trains, trams, which have obtained the public transport operation license issued by the relevant government authorities in accordance with the law and can legally carry passengers by charging Rail train (including subway, light rail and maglev train) and any fixed airport passenger train operating according to a fixed route and schedule.**

**6、 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.**