**众惠财产相互保险社**

**附加旅行行李延误保险条款**

**总则**

**Public Mutual Insurance Corporation(PMIC)**

**Additional travel baggage delay 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 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，若被保险人于旅行期间搭乘**公共交通工具（释义一）**抵达预定目的地后，由该公共交通工具承运人保管及随行托运的行李未在保险单载明的时间限度内送抵的，保险人**以保险单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，**向该被保险人给付保险金。

Insurance liability

Article 3 Insurance liability

During the insurance period of this additional insurance contract, if the insured takes public transport (interpretation 1) to arrive at the intended destination during the trip, and the baggage kept by the carrier of the public transport and the accompanying baggage is not delivered within the time limit specified in the insurance policy, the insurer shall pay the insurance benefits to the insured within the limit of the corresponding insurance amount of the insured under this additional insurance contract specified in the insurance policy.

**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，或可归因于之的行李延误，本社不负任何赔偿责任：**

**（一）被保险人的托运行李被海关或其他政府部门沒收、扣留、隔离、检验或销毁；**

**（二）被保险人抵达预定目的地后未将行李延误一事通知有关公共交通工具承运人及取得行李延误时数的书面证明；**

**（三）非于该次旅行时托运之行李或物品；**

**（四）被保险人留置其行李于公共交通工具承运人或其代理人；**

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

**Exemption from liability**

**Article 4 The PMIC shall not be liable for any baggage delay directly or indirectly caused by, related to or attributable to the following circumstances:**

**（1） The checked baggage of the insured is confiscated, detained, isolated, inspected or destroyed by the customs or other government departments;**

**（2） The insured did not notify the relevant public transport carrier of the baggage delay after arriving at the intended destination and obtained the written proof of the baggage delay hours;**

**（3） Baggage or articles not checked in during the trip;**

**（4） The insured retains his baggage to the public transport carrier or his agent;**

**（5） It is a liability exemption item of the main insurance contract (but if there is any conflict between this item and this additional 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**

**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）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 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） 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**

**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。**

**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。**

**interpretation**

**1、 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.**

**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.**