**众惠财产相互保险社**

**附加旅行急性病身故保险条款**

**总则**

**Public Mutual Insurance Corporation（PMIC）**

**Additional travel acute disease death 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 Death insurance benefit beneficiary**

**At the time of conclusion of this 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 make comments on this insurance contract. The insurer shall not be liable for any legal disputes arising from the change of the beneficiary of death insurance benefits.**

**保险责任**

1. 在本附加保险合同的保险期间内，被保险人在旅行期间**突发急性病（释义一）**并自发病之日起7天内以该突发急性病为直接原因导致其身故的，**则本社将按保险单所载本附加保险合同项下被保险人相应的保险金额给付急性病身故保险金予该被保险人的身故保险金受益人。**

**Insurance liability**

**Article 3 During the insurance period of this additional insurance contract, if the insured suffers from an acute disease (definition 1) during the travel and dies due to the acute disease within 7 days from the date of the disease, the PMIC will pay the death insurance benefit of the acute disease to the death insurance beneficiary of the insured according to the corresponding insurance amount of the insured under this additional insurance contract contained in the insurance policy.**

**责任免除**

**第四条 任何在下列期间发生的，或由下列原因直接或间接地造成的急性病身故，本社不负任何赔偿责任：**

**（一）先天性疾病或先天性畸形；**

**（二）受保前已存在的疾病（释义二）及其并发症；**

**（三）精神疾病、错乱、失常；**

**（四）被保险人受酒精、管制药品或毒品的影响或未遵医嘱，擅自服用、涂用、注射药物；**

**（五）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；**

**（六）麻醉、内外科手术、药物过敏等导致的医疗事故以及由此引发的并发症；**

**（七）妊娠、流产、分娩、不孕不育症、避孕及绝育手术及由此导致的任何并发症；**

**（八）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中国大陆境内后进行而被保险人坚持在境外进行的治疗或手术；**

**（九）未能取得医院或医生证明；**

**（十）被保险人旅行的目的之一是为了进行治疗或寻求医疗建议，即使该目的不是被保险人旅行的主要原因；**

**（十一）该旅行违背医嘱；**

**（十二）任何因意外事故（释义三）导致的身故；**

**（十三）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 death caused by acute disease during the following period or directly or indirectly caused by the following reasons:**

**（1） Congenital disease or congenital malformation;**

**（2） Existing diseases (interpretation 2) and their complications before being insured;**

**（3） Mental illness, insanity, disorder;**

**（4） The insured takes, smears or injects drugs without authorization under the influence of alcohol, controlled drugs or drugs or without following the doctor's instructions;**

**（5） Sexually transmitted diseases, including but not limited to AIDS, AIDS virus (HIV) or diseases related to AIDS or AIDS virus (HIV);**

**（6） Medical accidents and complications caused by anesthesia, surgery and drug allergy;**

**（7） Pregnancy, abortion, childbirth, infertility, contraception and sterilization operations and any complications arising therefrom;**

**（8） According to the opinion of the Insured's attending doctor, the treatment or surgery that can be reasonably delayed until the Insured returns to Chinese Mainland and the Insured insists on performing overseas;**

**（9） Failure to obtain hospital or doctor's certificate;**

**（10） One of the purposes of the insured's travel is to carry out treatment or seek medical advice, even if the purpose is not the main reason for the insured's travel;**

**（11） The trip is against the doctor's advice;**

**（12） Any death caused by accident (interpretation 3);**

**（13） 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. 本附加保险合同的急性病身故保险金额由投保人、保险人双方约定，并在保险单中载明。

Insurance amount

Article 5 The insured amount of acute disease death under 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（释义四）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）受益人户籍证明及身份证明；**

**（五）被保险人的户籍注销证明；**

**（六）门、急诊病历、抢救及住院病历、检查报告或法医解剖尸检报告等明确死亡原因的证明；**

**（七）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；**

**（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**

**Application for insurance benefits**

**Article 8 When applying for payment of insurance benefits to the insurer, the applicant for insurance benefits (Interpretation 4) 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） Beneficiary's registered residence certificate and identity certificate;**

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

**（6） Proof of clear cause of death such as outpatient and emergency medical records, rescue and inpatient medical records, examination reports or forensic autopsy reports;**

**（7） Other certificates and materials related to the confirmation of the nature, cause and degree of loss of the insured accident;**

**（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, the PMIC will not bear the responsibility for the part that cannot be verified.**

**释义**

**一、突发急性病：**指被保险人突然发生不及时由医生救治将危及生命安危的急性疾病。

**二、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六个月内曾出现任何症状而引致一正常而审慎的人向医生寻求诊断、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六个月内曾经医生推荐接受医药治疗或医疗意见。

三、**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。**

**四、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、 Sudden acute disease: refers to an acute disease that will endanger the life of the insured if the insured is not treated by a doctor in time.**

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

**3、 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.**

**4、 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.**