**众惠财产相互保险社**

**附加旅行绑架及非法拘禁保险条款**

**总则**

**Public Mutual Insurance Corporation（PMIC）**

**Additional travel kidnapping and illegal detention 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，若被保险人在旅行期间遭受**绑架（释义一）**或**非法拘禁（释义二）**，**本社将依据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**，按照实际**被绑架或被非法拘禁的日数（释义三）**赔偿该被保险人。

Insurance liability

Article 3 Insurance liability

During the insurance period of this additional insurance contract, if the insured is kidnapped (interpretation 1) or illegally detained (interpretation 2) during the travel, the PMIC will compensate the insured according to the actual number of days of kidnapping or illegal detention (interpretation 3) according to the limit of 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，或可归因于之的绑架或非法拘禁，本社不负任何赔偿责任：**

**（一）投保人或被保险人出发前已知且已存在的可能导致绑架或非法拘禁的情况或条件，包括但不限于当时已经宣布或已经发生的任何暴乱、暴动或罢工；**

**（二）投保人、被保险人或其家属未在获知绑架或非法拘禁事件发生后二十四小时内向事发当地警方报告；**

**（三）投保人或被保险人的故意行为或违法犯罪行为；**

**（四）被保险人非法滞留境外期间（释义四）；**

**（五）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 kidnapping or illegal detention directly or indirectly caused by, related to or attributable to the following circumstances:**

**（1） The circumstances or conditions known to the insured or the insured before departure that may lead to kidnapping or illegal detention, including but not limited to any riot, riot or strike that has been announced or occurred at that time;**

**（2） The applicant, the insured or their family members failed to report to the local police within 24 hours after they learned of the kidnapping or illegal detention;**

**（3） The intentional act or illegal or criminal act of the applicant or the insured;**

**（4） The period during which the insured is illegally detained abroad (Interpretation 4);**

**（5） 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. 本附加保险合同的旅行绑架及非法拘禁保险金额由投保人、保险人双方约定，并在保险单中载明。

Insurance amount

Article 5 The insured amount of travel kidnapping and illegal detention 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.

**投保人及被保险人义务**

1. 若在本附加保险合同的保险期间内，被保险人遭受绑架或非法拘禁，**投保人、被保险人或其家属应在获知事故发生后二十四小时内向事发当地警方报案，取得警方、使领馆或有关当局出具的书面证明，并通知本社或本社指定的支援服务机构。**

**Obligations of the applicant and the insured**

**Article 7 If the insured is kidnapped or illegally detained during the insurance period of this additional insurance contract, the applicant, the insured or their family members shall report the accident to the local police within 24 hours after learning of the accident, obtain the written certificate issued by the police, the embassy or consulate or the relevant authority, and notify the PMIC or the support service PMIC designated by the PMIC.**

**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 保险金申请人（释义五）向保险人申请给付保险金时，应提交以下材料且于自旅行结束日起的三十天内递交本社：**

**（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）当地警方、使领馆或有关当局出具的注明被保险人被绑架或非法拘禁日数的书面证明材料；**

**（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 9 When applying for payment of insurance benefits to the insurer, the applicant for insurance benefits (Interpretation 5) shall submit the following materials and submit them to the PMIC within 30 days from the end of the trip:**

**（1） Claim settlement application;**

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

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

**（4） Written certification materials issued by local police, embassies and consulates or relevant authorities indicating the number of days the insured has been kidnapped or illegally detained;**

**（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、绑架：**指任何以勒索财物为目的，通过使用暴力、胁迫或者其他方法劫持、羁押或扣留被保险人作为人质的行为。

**二、非法拘禁：**指任何以拘押、禁闭或者以其他强制方法，违反被保险人意愿，非法剥夺被保险人人身自由的行为。

**三、被绑架或被非法拘禁的日数：**指被保险人实际被绑架或被非法拘禁的时间持续达到二十四小时或以上，每满二十四小时为一日**。以绑架或拘禁当地警方、使领馆或有关当局出具的证明文件为准**。

**四、非法滞留境外期间：**指被保险人未获得某国合法许可而进入停留该国期间，或者其所获得的合法停留该国期限届满后仍滞留于该国的期间。

**五、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、 Kidnapping refers to any act of kidnapping, detaining or detaining the insured as a hostage by using violence, coercion or other methods for the purpose of extorting property.**

**2、 Illegal detention: refers to any illegal deprivation of personal freedom of the insured against the will of the insured by detention, detention or other coercive methods.**

**3、 The number of days of being kidnapped or illegally detained: refers to the actual time of being abducted or illegally detained by the insured for 24 hours or more, and every 24 hours is one day. The documents issued by the local police, embassies and consulates or relevant authorities shall prevail.**

**4、 The period of illegal stay abroad: refers to the period during which the insured enters the country without obtaining the legal permission of the country, or remains in the country after the expiration of the period of legal stay obtained.**

**5、 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.**