**众惠财产相互保险社**

**附加旅行驾乘人员意外伤害保险（互联网专属）条款**

**总则**

**Public Mutual Insurance Corporation（PMIC）**

**Additional travel driver and passenger accident insurance (Internet exclusive) clause**

**General**

**第一条 附加保险合同构成**

本附加保险合同须附加于互联网专属的意外伤害保险合同、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 Internet exclusive 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**

本附加保险合同保险金受益人包括：

（一）意外身故保险金

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意外身故保险金受益人。意外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，各意外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.没有指定意外身故保险金受益人，或者意外身故保险金受益人指定不明无法确定的；

2.意外身故保险金受益人先于被保险人死亡，没有其他意外身故保险金受益人的；

3.意外身故保险金受益人依法丧失受益权或者放弃受益权，没有其他意外身故保险金受益人的。

意外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，推定意外身故保险金受益人死亡在先。

投保人指定或变更意外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意外身故保险金受益人。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意外身故保险金受益人，但需书面通知保险人，由保险人在本附加保险合同上批注。**对因意外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。**

（二）意外伤残保险金

除另有约定外，本附加保险合同的意外伤残保险金的受益人为被保险人本人。

Article 2 Beneficiary

The beneficiaries of the insurance benefits of this additional insurance contract include:

（1） Accidental death insurance

When concluding this additional insurance contract, the insured or the applicant may designate one or more persons as the beneficiary of the insurance benefits for accidental death. If there are several beneficiaries of accidental death insurance benefits, the order and share of benefits shall be determined; If the beneficiary share is not determined, each beneficiary of the accidental death insurance benefit 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 accidental death insurance benefits has not been designated, or the designation of the beneficiary of accidental death insurance benefits is uncertain;

2. The beneficiary of accidental death insurance benefits dies before the insured, and there is no other beneficiary of accidental death insurance benefits;

3. The beneficiary of accidental death insurance benefits loses or waives the right to benefit according to law, and there is no other beneficiary of accidental death insurance benefits.

If the beneficiary of accidental death insurance benefits and the insured die in the same event, and the order of death cannot be determined, it is presumed that the beneficiary of accidental death insurance benefits dies first.

If the applicant designates or changes the beneficiary of accidental 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, the beneficiary of insurance benefits for accidental death shall be designated or changed by his guardian. 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 insurance benefits for accidental death, but it is required to notify the insurer in writing, and the insurer shall make comments on this additional insurance contract. The insurer shall not be liable for any legal disputes arising from the change of the beneficiary of the insurance benefits for accidental death.

（2） Accidental disability insurance

Unless otherwise agreed, the beneficiary of the accidental disability insurance benefit of this additional insurance contract is the insured himself.

**保险责任**

1. **保险责任**

在本附加保险合同的保险期间内，若被保险人**（不含未成年人）**于合法驾驶或乘坐**7座及以下四轮机动车（释义一）**期间遭遇**意外事故（释义二）**导致身故、残疾的，本社依照下列约定给付保险金，**具体承担的责任和对应的保险金以保险单载明的为准，且给付各项保险金之和不超过出险时所对应保险金额。**

**（一）驾乘人员意外身故保险金：**

被保险人自意外事故发生之日起180日（含）内以此事故为直接原因导致身故的，保险人按本保险合同载明的该被保险人对应的驾乘人员意外伤害保险金额给付驾乘人员意外身故保险金，同时对该被保险人的保险责任终止。

**除本附加保险合同另有约定外，若同时投保驾乘人员意外身故保险责任和驾乘人员意外残疾保险责任的，被保险人身故前本社已给付驾乘人员意外残疾保险金的，驾乘人员意外身故保险金为本附加保险合同中列明的驾乘人员意外伤害保险金额应扣除已给付的驾乘人员意外伤残保险金。**

**（二）驾乘人员意外伤残保险金：**

被保险人自意外事故发生之日起180日（含）内以此事故为直接原因造成本附加保险合同所附《人身保险伤残评定标准及代码》（保监发 [2014]6号，标准编号为JR/T 0083-2013）（详见附件）所列伤残程度之一的，保险人按《人身保险伤残评定标准及代码》所列给付比例乘以本保险合同载明的该被保险人对应的驾乘人员意外伤害保险金额给付驾乘人员意外残疾保险金。

**若同一承保意外事故造成被保险人两处或两处以上伤残时，应首先对各处伤残程度分别进行评定，如果几处伤残等级不同，以最重的伤残等级作为最终的评定结论；如果两处或两处以上伤残等级相同，伤残等级在原评定基础上最多晋升一级，最高晋升至第一级。同一部位和性质的伤残，不应采用评定标准条文两条以上或同一条文两次以上进行评定。**

**若不同承保意外事故造成被保险人同一器官或同一肢体的多次伤残，而伤残所属的等级不同时，以较严重伤残等级的驾乘人员意外伤残保险金给付为准；若后次伤残等级较严重，则需扣除已给付的驾乘人员意外伤残保险金；若前次伤残等级较严重，则本社不再给付后次的驾乘人员意外伤残保险金。若不同承保意外事故造成被保险人不同器官或不同肢体的伤残，则本社将分别给付驾乘人员意外伤残保险金，但给付金额之总数以保险单所载本附加合同项下该被保险人相应的驾乘人员意外伤害保险金额为限。**

**本社在本附加保险合同项下对任一被保险人给付的各项保险金累计金额以保险单所载本附加保险合同项下该被保险人相应的驾乘人员意外伤害保险金额为最高限额。**

**Insurance liability**

**Article 3 Insurance liability**

**During the insurance period of this additional insurance contract, if the insured (excluding minors) is killed or disabled due to an accident (interpretation 2) during the legal driving or riding of a four-wheel motor vehicle with seven seats or less (interpretation 1), we will pay the insurance benefits according to the following provisions, and the specific responsibilities and corresponding insurance benefits shall be subject to the insurance policy, The sum of all insurance benefits paid shall not exceed the corresponding insurance amount at the time of the accident.**

**（1） Insurance benefits for accidental death of drivers and passengers:**

**If the insured dies due to this accident within 180 days (including) from the date of the accident, the insurer shall pay the driver's and passenger's accident death insurance benefits according to the corresponding driver's and passenger's accident insurance amount specified in the insurance contract, and the insurance liability for the insured shall be terminated.**

**Unless otherwise agreed in this additional insurance contract, if both the driver's and passenger's accidental death insurance liability and the driver's and passenger's accidental disability insurance liability are insured, if the Club has paid the driver's and passenger's accidental disability insurance benefit before the insured's death, the driver's and passenger's accidental death insurance benefit is the driver's and passenger's accidental injury insurance amount listed in this additional insurance contract, and the paid driver's and passenger's accidental disability insurance benefit shall be deducted.**

**（2） Accidental disability insurance for drivers and passengers:**

**Within 180 days (inclusive) from the date of occurrence of the accident, the insured has caused one of the degree of disability listed in the Assessment Standard and Code for Disability of Personal Insurance (BJF [2014] No. 6, Standard No. JR/T 0083-2013) (see the annex) attached to this additional insurance contract due to this accident, The insurer shall pay the driver's and passenger's accidental disability insurance benefits according to the payment proportion listed in the "Assessment Standards and Codes for Disability of Personal Insurance" multiplied by the corresponding driver's and passenger's accidental injury insurance amount specified in the insurance contract.**

**If the same insured accident causes two or more injuries to the insured, the degree of each injury shall be assessed separately. If the degree of several injuries is different, the severest injury grade shall be taken as the final assessment conclusion; If two or more disability levels are the same, the disability level can be promoted to the first level at most based on the original assessment. The disability of the same part and nature shall not be assessed by more than two articles of the assessment standard or more than two articles of the same article.**

**If different insured accidents cause multiple injuries to the same organ or the same limb of the insured, and the level of the injury is different, the payment of the accident disability insurance benefit of the driver and passenger with the more serious disability level shall prevail; If the next level of disability is serious, the paid driver and passenger accident disability insurance benefits shall be deducted; If the previous disability level is serious, the club will not pay the next driver and passenger accident disability insurance. If different insured accidents cause the disability of different organs or different limbs of the insured, the PMIC will pay the driver and passenger accidental disability insurance benefits separately, but the total amount of the benefits is limited to the corresponding driver and passenger accidental injury insurance amount of the insured under this additional contract contained in the insurance policy.**

**The cumulative amount of various insurance benefits paid by PMIC to any insured under this additional insurance contract shall be the maximum amount of the corresponding driver and passenger accident insurance amount of the insured under this additional insurance contract contained in the insurance policy.**

**责任免除**

**第四条 因下列原因造成被保险人身故或残疾的，本社不承担给付保险金责任：**

**（一）任何被保险人置身于7座以下四轮机动车外部时遭遇的意外事故；**

**（二）任何未取得当地驾驶证明文件、违法违规驾驶导致的意外事故；**

**（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 In case of death or disability of the insured due to the following reasons, PMIC shall not be liable for payment of insurance benefits:**

**（1） Any accident when the insured is outside a four-wheel motor vehicle with less than 7 seats;**

**（2） Any accident caused by illegal driving without obtaining local driving certificate;**

**（3） 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**

第五条本附加保险合同的驾乘人员意外伤害保险金额由投保人、保险人双方约定，并在保险单中载明。

Insurance amount

Article 5 The amount of accidental injury insurance for drivers and passengers in this additional insurance contract shall be agreed by both the applicant and the insurer, and shall be stated in the insurance policy.

**保险期间**

第六条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。

保险期间

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（释义三）向保险人申请给付保险金时，应提交以下材料：**

（一）身故保险金申请

**1.理赔申请书；**

**2.保险单或其他保险凭证；**

**3.保险金申请人的有效身份证件；**

**4.受益人户籍证明及身份证明；**

**5.被保险人的户籍注销证明；**

**6．法医解剖尸检报告等；**

**7．事发当地政府有关部门出具的意外伤害事故证明或者中华人民共和国驻该国的使、领馆出具的意外伤害事故证明；**

**8．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；**

**9．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；**

**10．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；**

**11．受益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。**

（二）残疾保险金申请

**1．理赔申请书；**

**2．保险单或其他保险凭证；**

**3．被保险人的有效身份证件；**

**4．中华人民共和国境内二级或二级以上公立医院或保险人认可的医疗机构出具的诊断证明，以及司法鉴定机构出具的伤残程度鉴定诊断书；**

**5.事发当地政府有关部门出具的意外伤害事故证明或者中华人民共和国驻该国的使、领馆出具的意外伤害事故证明；**

**6．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；**

**7．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；**

**8．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，保险人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 3) shall submit the following materials:**

**（1） Death insurance claim**

**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 registration certificate and identity certificate;**

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

**6. Forensic autopsy report, etc;**

**7. The accident certificate issued by the relevant department of the local government or the embassy or consulate of the People's Republic of China in the country;**

**8. Other certificates and materials related to the confirmation of the nature, cause and degree of loss of the insured accident;**

**9. 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;**

**10. When the insurance money is taken as the heritage of the insured, the relevant rights documents that can prove the legal inheritance rights must be provided;**

**11. If the beneficiary is a person without civil capacity or with limited civil capacity, his guardian shall apply for the insurance benefits on his behalf, and shall provide the guardian's identity certificate and other information.**

**（2） Application for disability insurance benefits**

**1. Claim settlement application;**

**2. Insurance policy or other insurance certificate;**

**3. Valid identity documents of the insured;**

**4. The diagnosis certificate issued by the public hospital or medical institution recognized by the insurer at or above the second level in the People's Republic of China, and the diagnosis certificate issued by the judicial appraisal institution for the degree of disability;**

**5. The accident certificate issued by the relevant department of the local government or the embassy or consulate of the People's Republic of China in the country;**

**6. Other certificates and materials related to the confirmation of the nature, cause and degree of loss of the insured accident;**

**7. 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;**

**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 shall 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's inability to verify the authenticity of the application, the insurer will not be responsible for paying the insurance benefits for the part that cannot be verified.**

**释义**

**一、7座及以下四轮机动车：**指依照有关法律、行政法规、地方性法规、自治条例和单行条例、规章等规范性法律文件，办理了有关审批登记、注册手续的核定座位在七座以下（包含七座）的非营运用途的载客四轮机动车。

二、**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、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。**

**附件：《人身保险伤残评定标准及代码》**

**Interpretation**

**1、 Four-wheel motor vehicle with seven seats or less: refers to the passenger four-wheel motor vehicle with less than seven seats (including seven seats) for non-operational purposes that has gone through relevant approval, registration and registration procedures in accordance with relevant laws, administrative regulations, local regulations, autonomous regulations, separate regulations, rules and other normative legal documents.**

**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、 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.**

**Appendix: Disability Assessment Standard and Code of Personal Insurance**