

**Allianz Property Insurance (China ) Ltd.**  
**Travel Accident Injury Insurance Clauses**  
**GENERAL PROVISIONS**

**Article 1 The Constitution of the Contract**

This Insurance Contract is composed of the Insurance Causes, Application Form, Insurance Policy, Insurance Certificates and Endorsements. All the terms and agreements relating to this Insurance Contract shall be in written form.

**Article 2 Insured Person**

The Insured person should be natural person who is within the eligible age stated in the Policy (see Definition 1), who is healthy and competent for normal work or life, whose legal residence or usual residence is in the People's Republic of China (see Definition 2), who travels outside of the People's Republic of China (see Definition 3), and whose journey begins and ends in the People's Republic of China.

**Article 3 Policy holder/Applicant**

1. The Policy holder/Applicant shall be the Insured person his/herself, who has full capacity for civil conduct, or other persons who have insurance interests in the Insured person.
2. The agency, enterprise, social organizations or social groups that have insurance interests in the Insured person.

**Article 4 Beneficiary**

**1. Death Beneficiary**

With the consent of the Insured person, the Insured person may, at the time of signing the Contract, designate one or more persons as the death beneficiary/beneficiaries. In the case of more than one death beneficiaries, the Insured person may determine the priority of the death beneficiaries and benefit proportions for the death benefits. If the benefit proportions are not specified, all death beneficiaries shall be entitled to an equal share of the death benefits. The designation of beneficiaries by the Policy holder/Applicant shall have the consent of the Insured person.

When the Insured person is deceased, the Insurance benefits shall be regarded as the legacy of the Insured person in the following cases, and be paid by the Company in accordance with the Law of Succession of the People's Republic of China.

(1) In case there is no designated beneficiary/beneficiaries, or the designation of beneficiary/beneficiaries is ambiguous and the designation cannot be confirmed;

(2) In case the beneficiary dies before the insured and there is no other eligible beneficiaries;

(3) In case the beneficiary is bereft of his/her right to the benefits by relevant law/laws, or

gives up his/her right to the benefits voluntarily, and there is no other beneficiaries.

In case the beneficiary/beneficiaries decease during the same incident with the Insured person, and sequence of their decease cannot be determined, the presumption shall be that the beneficiary/beneficiaries have deceased before the Insured person.

The Insured person or Policy holder may change the beneficiary/ beneficiaries of the death benefits with a written notice to the Company (see Definition 5), and the Insured person shall make notes to the Contract. The Company shall not be liable for any legal disputes resulting from any change(s) in the death beneficiary/beneficiaries.

In case the change(s) of death beneficiary/beneficiaries is designated by the Policy holder, the change(s) shall have the written consent of the Insured person. If the Insured person is of no capacity or limited capacity for civil conduct, the designation or change of death beneficiary/beneficiaries shall be determined by the guardian of the Insured person.

## **2. Beneficiary of disabilities or burns**

Unless otherwise provided, the beneficiary of the disabilities or burns is the Insured person his/herself.

## **Insurance Coverage**

### **Article 5 Insurance responsibility**

Within the insurance duration of the Contract, if the Insured person, when raveling with effective credentials domestically or oversea, sustains accidental injury (see Definition 6) incident(s) (including accidents happened during elementary outdoor sports, see Definition 7) and the incident(s) shall lead to the death, disability or burns of the Insured person, the Company shall pay out the Insurance benefits in accordance with the following terms:

#### **1. Responsibility for death benefits**

If, within the insurance duration of the Contract, the Insured person, while traveling with effective credentials domestically or oversea, sustains an accidental injury which results in his/her death within 180 days since the date of the accident, the Company shall pay out the insured amount of death benefit, and Company's responsibility to the Insured terminates.

If, within the insurance duration of the Contract, the Insured person, while traveling with effective credentials domestically or oversea, sustains an accidental injury, disappears since the date of the accident, and later declared deceased by the People's Court, the Company shall pay out the insured amount of death benefit. However, if the Insured is later found to be alive, the recipient of death benefits shall return the paid amount of death benefit to the Company within 30 day as of the Insured Person being found alive.

If the Insured person has received disability or burn benefits payable under Article 2 and 3 (see Definition 8) before his/her death, the benefit payable for death benefit shall be the balance after deduction of any paid benefits.

#### **2. Responsibility for disability benefit**

If, within the insurance duration of the Contract, the Insured person, while traveling with effective credentials domestically or oversea, sustains an accidental injury which results in any disability listed in the "Schedule of Benefits for Disability" ("Table 1") within 180 days since the date of the accident, the Company shall pay the Insured person the disability benefit equal to an amount derived by applying the percentage specified in the said Table. If the treatment of such

disability for the Insured is not completed on the 180<sup>th</sup> day since the date of the accident, physical conditions of the Insured person shall be appraised to determine the degree of disability on said day, and disability benefit shall be paid out accordingly.

- (1) If multiple disabilities occur to the body of the Insured person as a result of one Accident, the Company shall pay the percentage of sum insured for each such disability provided that total payments shall not exceed the highest percentage of the sum insured stated in the Table. If the disability only occurs to one part of the body, only one of the accidental disability benefits shall be paid, and that will be the higher or highest percentage of sum insured for that part of the body.
- (2) If the Insured person already has certain disability before the accident injury, the Company shall pay out the disability benefits of combined disability degree according to the amount stated in the Table 1, but the disability benefits of the original disability of the Insured person shall be deducted from the paid amount.

### **3. Responsibility for burns benefit**

If, within the insurance duration of the Contract, the Insured person, while traveling with effective credentials domestically or oversea, sustains an accidental injury which results Third Degree Burns listed in the “Schedule of Benefits for Third Degree Burns” (“Table 2”) within one hundred and eighty (180) days from the date of Accident, the Company shall pay the Insured Person the burns benefit equal to an amount derived by applying the percentage specified in the said Table. If the treatment of such disability for the Insured is not completed on the 180<sup>th</sup> day after the date of Accident, physical conditions of the Insured person shall be appraised to determine the degree of disability on the said day, and burns benefit shall be paid out accordingly.

If multiple burns occur to the body of the Insured person as a result of one Accident, the Company shall pay the percentage of sum insured for each such disability provided that total payments shall not exceed the highest percentage of the sum insured stated in the said Table.

If the Insured Person suffers Burns to the body as a result of one Accident, and the combined burns of the said accident and previous accident(s) is eligible for higher percentage of sum insured in the said Table, the higher percentage of burns benefits shall be paid, but the benefits derived from previous burns shall be deducted from the paid amount.

### **Disclaimer of Liabilities**

#### **Article 6 Exclusions**

Due to the following circumstances where the insured dies, gets disabled or burnt, the Company shall not shoulder responsibility for paying insurance benefits:

- 1. Policy holder intentionally murders or injures the Insured;**
- 2. The Insured person commits suicide or intentionally inflicts injury on himself or herself, Those who don not have civil capacity when committing suicide or intentional inflicting injuries are excluded.**
- 3. The Insured person engages or intends to engage in law-breaching, criminal activities or resists arrest;**
- 4. Fighting, being attacked or being murdered resulting from the provocative or intentional actions of the Insured Person;**
- 5. Mental or nervous disorder of the Insured person, including but not limited to**

insanity;

6. Any form of terrorist attacks or attempted terrorist attacks;
7. Any explosion, burns, pollution or radiation resulted from any biological, chemical, atomic weapons, or any nuclear or atomic devices;
8. Direct or indirect results of the outbreak of epidemic (see Definition 10) or pandemic disease (see Definition 11).
9. Pregnancy, miscarriage, childbirth, medicine allergy, etc.
10. Cosmetic or plastic surgery, or other medical incidents or any Injuries caused by such events;
11. The Insured takes or injects medical drugs without doctor's permission;
12. Any bacterial or virus infection (except for infections caused by an Accident), or food poisoning;
13. Injuries or complications existed before the Insured enters into this Contract;
14. The Insured participates in high-risk sports such as rope-assisted mountain or rock climbing, scuba diving, hunting, parachuting, glider-riding, expedition (see Definition 12), martial art (see Definition 13), wrestling, stunting performance (see Definition 14), speed race (except on foot), horse-racing, polo, horsemanship performance, car-racing, water-boarding, winter sports, etc.
15. The Insured participates in any outdoor sports that are not authorized by the local government or without legal business license;
16. The Insured person participates in any occupational sports with payment or bonus;
17. The Insured person carries out duties as police officer or law-enforcement staff;
18. The Insured person is employed by commercial ship(s), or serve in the Navy or Air-force, or engage in occupational operation or testing of any transportation vehicle; or carries out occupational activities in petroleum or chemical industry, logging industry, transportation, excavation, mining, mid-air photographing, bomb-disarming, water-borne operation, high-altitude operation, etc.
19. The Insured person boards on illegal transportation vehicle or transportation vehicle that has not registered with the local authorities where the accident occurs.
20. The Insured person is a pilot or flight attendant carrying out flying duties, but it shall be excluded when the Insured takes on a passenger flight as a paid passenger.
21. The Insured is traveling for the purpose of receiving medical treatment or rehabilitation (see Definition 5); or the Insured person is traveling against medical advice or when the physical condition of the insured is not suitable for travel.
22. The Insured person is suitable for travel for the time-being but does not return to China as recommended by doctors, or further treatment at the resident place of the Insured person leads to the worsening of the illness.

#### **Article 7 Excluded Period**

The Company is not liable for paying insurance benefits when the insured person dies or sustains disability or burns during the following periods:

1. Any wars, military actions, riots, strikes or armed insurrection;
2. The Insured person is under the influence of alcohol, drugs, or controlled drugs (see Definition 16);

3. **The Insured person drives after drinking, drives without legal license (see Definition 17), or drives a motor vehicle without legal registration number (see Definition 18);**
4. **The Insured person is under arrest by the local law-enforcement or sentenced into prison.**

#### **Article 8 Excluded Countries and Regions**

The Company is not liable for the insured events happened in the following countries or regions:

**Afghanistan, Burundi, Republic of Central Africa, Republic of Chad, Democratic Republic of Congo, East Timor, Eritrea, Guinea, Haiti, Iraq, Republic of Cote D'ivoire, Liberia, Solomon Islands, Sudan, Antarctica, Bouvet Island, Heard Island, McDonald Islands, South Georgia and South Sandwich Islands**

**If any of the above-mentioned disclaimed liabilities leads to the death of the Insured person, the Company shall return the cash value of the unearned net premium to the policy holder (see Definition 19).**

#### **Overseas Travel Assistance**

**Article 8** When the Insured person encounters emergency or necessity while travels domestically or overseas, the Insured person may dial the assistance hot-line number listed in the insurance policy or certificate. The following information will be provided for free by the assistance agency entrusted by the Company or its authorized representatives (hereafter as “assistant agency” ). However, the expenses incurred by the use of assistance services shall be borne by the Insured person. The assistance agency cannot guarantee the service quality of the third party service provider, and the ultimate choice for the service lies with the Insured person.

##### **I Medical assistance**

##### **1、 Call-in medical consultancy**

24 hours call service to provide medical advice to the user.

##### **2、 Recommendation of medical service institutions**

To Recommend doctors, hospitals, clinics, dentists, and the name, address, phone-number, office time of clinics, as requested by the Insured person. However, the assistance agency does not provide medical diagnosis or treatment.

##### **3、 Appointment with doctors**

To arrange appointment with local doctors for the Insured, but any resulting fee shall be shouldered by the Insured person.

##### **4、 Arrangement for hospitalization permits**

When the Insured person is seriously ill and requires hospitalized treatment, the assistant agency may help the Insured person to fulfill hospitalization procedures, but any resulting fee shall be shouldered by the Insured person.

##### **5、 Monitoring of physical conditions during and after the Insured person’ s hospitalization**

The assistant agency is responsible for the monitoring of physical conditions during and after the Insured person’ s hospitalization before the Insured returns to China, in accordance with confidentiality requirements and authorized responsibilities.

## II Overseas travel services

### 1、 Inoculation and visa related information

To provide inoculation and visa related information in relevant countries.

### 2、 Recommendation of translation services

To provide the address, phone-number, office hour and other relevant information of translation services in the travel destination.

### 3、 Assistance in finding lost luggage

To assist the Insured person who has lost luggage during overseas travel to contact relevant agencies to find the lost luggage.

### 4、 Assistance in finding lost passport

To assist the Insured person who has lost passport during overseas travel to contact relevant agencies to find the lost passport or get a new passport.

### 5、 Information of the Embassy or Consulate

To provide information such as the address, phone-number and office hour of the nearest Chinese Embassy or Consulate to the Insured person.

### 6、 Emergency messenger service

To help the Insured person to pass on his/her emergent message to his/her family, friends or company, at the request of the Insured person who has been hospitalized during the overseas travel.

## **Insured Amount and Insurance Premium**

**Article 9** The Insured Amount is the maximum amount covered by the Company to each Insured person with the Insurance Policy for their each travel during the duration of the Contract. The Insured Amount shall be agreed upon by both the Insured person and the Company, and be specified in the Insurance Policy. The Insured shall pay Insurance Premium to the Company in accordance with the Contract. The Insured person and the Company may agree on restrictive terms such as deductibles.

## **Duration of the Contract**

**Article 10** The Duration of the Contract shall be negotiated and agreed on by the Insured person and the Company. The beginning and termination period of the Contract shall be specified in the Insurance Policy, based on Beijing Time, 24 hours as one day.

If the Insured person enters into the annual multiple journey insurance program, the insurance liability begins each time when the Insured person leaves his/her normal residence or work place and heads directly to the journey destination, and ends at the following dates whichever occurs the earliest: (1) The Insured person finishes the journey and returns to his/her normal residence or work place; (2) The expiration date of the insurance period stated in the Insurance Policy or Certificate; (3) The maximum days covered for each journey as agreed by the Insured person and the Company.

If the Insured person enters the single journey insurance program, the insurance liability begins at the following date whichever occurs latest: (1) The starting date of the insurance period stated in the Insurance Policy or Certificate; (2) when the Insured person leaves his/her normal residence or work place and heads directly to the journey destination. The insurance liability ends at the following dates whichever occurs the earliest: (1) The expiration date of the insurance period stated in the Insurance Policy or Certificate; (2) the Insured person finishes the journey and

returns to his/her normal residence or work place.

**Article 11 Extension of Insurance Period**

If, during the duration of the Contract, the Insured person shall encounter accidents due to Force Majeure, which includes but not limits to severe weather, natural disaster and illness, and sustains severe physical injury and is hospitalized into the local hospital, leading to the extension of the journey while the Contract is expired, the Company shall automatically extend the Contract based on reasonable and necessary considerations, with the maximum extension to the end of journey by the Insured person.

**Obligations of the Company**

**Article 12 Obligation to issue the Insurance Policy**

When the Contract is signed, the Company shall issue the Insurance Policy and Certificate to the Insured person promptly.

**Article 12 Notice for Additional Claim Certificate and Materials**

If the Company regards the claimant evidence and information provided by the Insured person as insufficient, the Company shall give a one-off notification to the Policy Holder or Insured person for additional information.

**Article 14 Timely Verification and Compensation**

After receiving the Insured person's claimant request, the Company shall make timely verification regarding whether the claim is covered by the Insurance liability. If the situation is complex, the verification shall be made within 30 days nonetheless, unless otherwise stated by the Contract.

The Company shall notify the verification results to the Insured person. If the claim is covered by the Insurance liability, the compensation shall be paid within 10 days after the compensation agreement is made. If the time of compensation payment is specified in the Contract, the Company shall make compensation according to the Contract. If the claim is determined not to be covered by the Insurance liability, the Company shall issue a declining letter to the Insured person within 3 days after the verification is made, and corresponding rationale for declining shall be stated.

**Article 15 Compensation First Obligation**

After receiving the claimant for compensation and relevant evidence and information, if the Company cannot determine the amount of compensation within 60 days, the Company shall effect payment of the minimum amount which can be determined by the evidence and information obtained. The Company shall pay the balance after the final amount of indemnity or payment of the insurance benefits is determined.

**Obligation of the Policy Holder and Insured Person**

#### **Article 16 Obligation to Pay Insurance Premium**

Unless otherwise stipulated, the Policy holder shall pay up the full amount of premium when signing the Contract.

#### **Article 17 Truthful Informing Obligation**

When signing the Contract, if the Company inquires after the Insurance Subject or relevant information about the Insured person, the Policy holder/ applicant shall provide truthful information.

**If the Policy holder or applicant fails to fulfill the above clause intentionally or due to gross negligence, to such an extent that the outcome may affect the Company's decision to whether underwrite the Contract or raise the premium, the Company may choose to terminate the Contract.**

When the Company is aware of cause(s) to terminate the Contract for over 30 days but choose not to exercise the termination right as specified above, the right shall be abolished. When an insured accident occurs, the Company shall shoulder the compensation responsibility.

**If the applicant intentionally withholds information, the Company shall not be liable for any insured accident occurred before the contract is terminated, and shall not return the paid premium.**

**If the applicant fails to provide truthful information due to gross negligence, and the outcome have evident impact on the insured accident, the Company shall not be liable for any insured accident occurred before the contract is terminated, but shall return the paid premium.**

If the Company is aware that the information provided by the applicant is insufficient at the time of signing the contract but chooses not to terminate the Contract, when any insured accident occurs, the Company shall shoulder the responsibility of compensation.

#### **Article 18 Notice of Change of Residence or Correspondence Address**

In case of any change of the Policyholder's residence or correspondence address, a written notice shall be given promptly to the Company, failing which all notices sent by the Company to the last known residence or correspondence address as shown in this Policy shall be deemed to have been duly served.

#### **Article 19 Notice of Insured Accident**

When the Policy holder, insured person or beneficiary knows about any occurrence of any insured accidents, prompt notification shall be given to the Company. **If failure to give prompt notice intentionally or due to gross negligence leads to difficulties in determining the nature, cause or damage of the insured accident, the Company shall not shoulder the compensation duty for the undetermined part of the liability**, unless the Company knows or should have know about the occurrence of the insured accidents from other channel(s).

The above clauses do not include delays caused by force majeure (see Definition 20).

### **Application and Payment of Insurance Benefits**

## **Article 20 Application of Insurance Benefits**

When applying to the Company for the benefits, the Applicant(s) for Insurance Benefits (see Definition 21) shall submit the following certification and documents. If the Applicant cannot provide the following documents due to specially reasons, other legally effective evidence shall be provided. **If the failure to provide relevant documents by the Applicant causes the Company cannot determine the authenticity of the Application, the Company shall not shoulder the liability to pay for the loss or expenses that cannot be verified.**

### **I Application for Death Benefit**

- (1) Original copy of the Insurance Policy;
- (2) Legal identification of the Applicant;
- (3) Certificate of Cancelling the Registered Residence of the Insured person issued by Public Security authorities, and the Death Certificate of the Insured person presented by medical institutions with Level II and above qualification or by medical institutions recognized by the Company. If the Insured is declared dead, the Applicant shall present the Death Declaration Certificate issued by the People's Court. If the Insured person dies outside China, the Death Certificate or Autopsy Report issued by Chinese embassy or consulate or by local government of the accident place shall be presented.
- (5) Relevant certification and documents required by the Company and to be provided by the Insured to confirm the nature and cause of the accidents;
- (6) If the benefit is applied for by an agent, the original authorization letter, the legal identity certification of the agent and applicant shall also be provided.
- (7) If the Insured person does not designate his/her death beneficiary when enters into the Contract, the Applicant shall provide the legal document of notarization of succession;
- (8) If the journey is a business trip, the certificate of business travel with official seal presented by the Insured person's employer shall be provided.

### **II Application for Disability or Burns Benefits**

- (1) Original copy of the Insurance Policy;
- (2) Legal identification of the Applicant;
- (3) Documents or certification to prove the disability, or burns, or degrees of burns of the Insured by medical agencies or judicial organizations with Level II and above qualification or approved by the Company;
- (4) Other relevant document presented by the Applicant;
- (5) If the benefit is applied for by an agent, the original authorization letter, the legal identity certification of the agent and applicant shall also be provided.
- (6) If the journey is a business trip, the certificate of business travel with official seal presented by the Insured person's employer shall be provided.。

## **Article 21 Verification of the Physical Injury and Disability**

If the Insured sustains physical disability due to accidental injury, the disability shall, after the completion of the injury treatment, be verified through the evaluation agency with Judicial License for Verification approved by Judicial and Administrative authorities and recognized by the Company.

If the Insured person fails to complete the injury treatment 180 days after the accident, the verification shall be made according to his/her physical conditions on the 180<sup>th</sup> day.

#### **Article 22 Physical Check and Verification of Death**

During the duration of claim period, the Company shall have the right to require the Insured person to undergo physical check or provide relevant report. If the Insured person is deceased, the Company shall have the right to request the evaluation of the insured accident.

#### **Article 23 Compensation for Each Accident**

The compensation for each Insured person shall not exceed the maximum amount for each accident stipulated in the Insurance Policy or Certificate. If the maximum amount for each accident cannot cover each Insured person in a Policy or Certificate, the compensation shall be made at a same lower proportion to each Insured person.

#### **Article 24 Limits on Special Compensation**

Each Insured person shall be entitled to one Insurance Contract for the same Insured risk. If an Insured person has multiple Contracts for one same Insured risk, the Company shall only shoulder the liability for the Contract with the highest insured amount. If the multiple contracts have the same maximum insured amount, the Company shall only make compensation for one contract, and return the premium of the rest contracts.

#### **Time Limit for Action**

**Article 25** The time limit for action by the Applicant to seek compensation from the Company is 2 years, starting from the date of accident.

#### **Termination of the Contract**

**Article 26** After conclusion of the Contract, the Policy holder may terminate the Contract through written document to the Company, unless the Company has already paid out the Insured benefit according to the Contract.

When terminates the Contract, the Policy holder shall provide the following documents and materials:

- (1) Application Letter for termination of Contract;
- (2) Original copy of the Insurance Policy;
- (3) Certificate of paid premium;
- (4) Legal identification of the Policy holder/Applicant.

When the Policy holder applies to terminate the Contract, the Contract ceases its effect on the day when the Company receives the Application Letter for termination of Contract. The Company shall pay back the outstanding net unearned premium within 30 days after receiving the above mentioned documents and materials.

#### **Disputes Settlement and Applicable Laws**

##### **Article 27 Disputes Settlement**

If any dispute occurs in the execution of the Contract, the Parties shall seek to settle the dispute through consultation. If consultation fails to settle the dispute, the dispute shall be

submitted to the Arbitration authority stated in the Contract. If there is no Arbitration authority specified in the Contract or the Arbitration authority fails to settle the dispute, a lawsuit shall be filled to the People's court.

#### **Article 28 Governing Laws**

This Contract and any dispute arising out of or in connection with this contract shall be governed and construed in accordance with laws of People's Republic of China (NOT including the laws in Hong Kong, Macao, or Tai Wan).

#### **Article 29 Definitions**

**1、Age** shall mean the age of the Insured person at the last birthday before the Contract takes into effect.

**2、In China / domestic** shall mean Mainland China, NOT including China's Hong Kong Special Administrative Region, Macao Special Administrative Region or Tai Wan

**3、Outside China/ oversea** shall mean Countries and regions outside of Mainland China, including China's Hong Kong Special Administrative Region, Macao Special Administrative Region or Tai Wan.

**4、Travel /journey** shall mean the Insured person goes to place(s) outside of his/her legal or usual residential city on leisure, business or other purposes, and stays longer than 24 hours but not exceed one year.

**5、The Company** shall mean any branch of Allianz Property Insurance (China ) Ltd. that enters into Insurance Contract with a Policy holder/ Applicant.

**6、Accidental injury** shall mean physical injury caused directly by external, unexpected, unintentional and non-disease objective events.

**7、Elementary outdoor sports** shall Including outdoor travel, hiking, mountain climbing for leisure, camping, mountain or non-mountain orienteering, artificial rock-climbing and descending, boating, swimming, teambuilding, bicycling, roll-skidding, and skin dive.

**8、Burns** shall mean that the entire skin layer of an Insured Person was damaged by Accidental Burns, defined as 3rd degree burns, while the Policy is in force. Third degree burns damage the skin (epidermis and dermis), to muscle tissue, bone and subcutaneous fat, and result in scarring. The degree of burns and damaged area are determined by the evaluation of the authorized institution by the Company.

**9、Limbs** shall the four limbs of a human body, i.e. left up limb, right up limb, left lower limb, and right lower limb.

**10、Epidemic** shall mean sudden outbreak and rapid spread of certain contagious disease in a country or region.

**11、Pandemic;** Pandemic shall mean certain contagious disease spreading across a whole continent or in the whole human race.

**12、Expedition** shall mean voluntary engagement in certain knowingly dangerous natural environment that may leads to loss of life or body injury, e.g. river drifting, walking across a desert, or traveling in sparsely-populated primary forest.

**13、Marsh art competition** shall mean two people or above engage in confrontational race such as confrontational judo, karate, taekwondo, Sanda, boxing, or other tool-assisted competition.

**14、Stunt** shall mean special skills such as horsemanship, acrobatics, animal-training, etc.

**15、 Doctor** shall mean any medical practitioner that is accredited and registered according to the laws in the country where he/she practice medicine, unless the doctor is the Insured person himself/herself, or a family member of the Insured person, or has direct interest relations with the Insured person.

**16、 Controlled drugs** shall mean the medicine listed as special administrated type by the Drug Administration Law of PRC and other relevant laws, includes but not limits to narcotic drugs, psychotropic drugs, toxic drugs and radioactive drugs.

**17、 Drive without legitimate driving license**

In case the Insured person

- (1) shall have no driving license or the license is expired;
- (2) shall drive a vehicle other than the vehicle type specified in his/her driving license;
- (3) shall drive a bus or passenger coach with a learner’s license, or drive a vehicle loaded with explosives, explosive and flammable chemicals, highly toxic or radioactive substance, or drives a motor trailer with a learner’s license.
- (4) shall driver with unauthorized license, or drive a motor vehicle when the driving license is detained, seized, suspended, or de-registered.
- (5) shall have no state authorized permit when operation special purpose vehicles, or drive commercial passenger coach without state accredited qualification.
- (6) shall drive when relevant laws or the transportation authorizes forbids the driving of motor vehicles.

**18、 Vehicle without legitimate registration**, including:

- (1) The vehicle has been de-registered according to law;
- (2) The vehicle has no registration, or vehicle number, or provisional registration number issued by the transportation authority,
- (3) The vehicle does not pass the mechanical security check or did not pass the check in the required period.

**19、 Outstanding net unearned premium**

Outstanding net unearned premium=premium \* [1-(already covered days by the Policy/Policy Period)]\*(1-25%)

Outstanding time less than one day shall be calculated as one day.

25% is the rate of procedure fee.

**20、 Force Majeure** shall mean any external event which is unforeseen, unavoidable and cannot be overcome.

**21、 Benefit applicant** shall mean successor(s) of the beneficiary or the Insured person, or other natural person(s) that have legal entitlement to the Insurance benefit.

**22、 Business travel/ trip** shall mean the trip assigned by the Insured person’ s employer to the Insured person for business purposes. The trip does not include the travel between the Insured person’ s daily residence and work place, or the private travel undertook by the Insured person.

**Table 1 :  
Schedule of Life Insurance Disability Degree and Benefit Payment**

Degree	Item	Degree of Disability	Percentage of Sum Insured
Level 1	1	Permanent total loss of sight of both eyes (note1)	100%

	2	Loss of both upper limbs at or above the wrist or both limbs at or above the ankle	
	3	Loss of one upper limb at or above the wrist and of one lower limb at or above ankle	
	4	Permanent total loss of sight of one eye and one upper limb at or above wrist	
	5	Permanent total loss of sight of one eye and one upper limb at or above ankle	
	6	Permanent total loss of function of joints of all the limbs (note 2) Permanent total loss of function of chew and swallow (note 3)	
	7	Severe damage to the function of the central nervous system or the	
	8	internal organs such as the abdomen and thorax resulting in the permanent loss of the ability to engage in any job occupation and independently perform daily activities that are essential to the maintenance of life (note 4)	
Level 2	9	Permanent total loss of function of two or more of the three great-joints of both upper limbs or of both lower limbs or of both an upper limb and a lower limb (note 5)	75%
	10	Total loss of all fingers (note 6)	
Level 3	11	Permanent total loss of one upper limb at or above the wrist or of function of the three great-joints of an upper limb	50%
	12	Permanent total loss of one lower limb at or above the ankle or of function of the three great-joints of a lower limb	
	13	Permanent total loss of hearing in both ears (note 7)	
	14	Permanent total loss of function of joints of all fingers (note 8)	
	15	Loss of all toes (note 9)	
Level 4	16	Permanent total loss of sight of one eye	30%
	17	Permanent total loss of function of two great-joints of the three great-joints of an upper limb	
	18	Permanent total loss of function of two great-joints of the three great-joints of a lower limb	
	19	Loss of four or more fingers (including a thumb and a forefinger) of one hand	
	20	Permanent shortening of a leg by at least 5cm	
	21	Permanent total loss of speech (note 10)	
	22	Permanent total loss of function of all toes	
Level 5	23	Permanent total loss of function of one great-joint of the three great-joints of an upper limb	20%
	24	Permanent total loss of function of one great-joint of the three great-joints of a lower limb	
	25	Loss of both thumbs of both hands	
	26	Loss of all toes of one foot	
	27	Obvious defect of two eyelids (note 11)	
	28	Permanent total loss of hearing in one ear	

	29	Defect of nasal part and severe dysosmia (note 12)	
Level 6	30	Loss of forefinger and thumb of one hand, or of more than three fingers including thumb or forefinger	15%
	31	Permanent total loss of function of three or more fingers of one hand including thumb or forefinger	
	32	Permanent loss of function of five toes of one foot	
Level 7	33	Loss of a thumb or a forefinger of one hand, or two or more fingers of middle-finger, ring-finger or little finger	10%
	34	Permanent total loss of function of a thumb and a forefinger of one hand (note 13)	

Notes:

(1) Loss of sight of eye(s) shall include removal or loss of eyeball(s), or anopia, or only the ability for light sensation, or visual acuity after correction of lower than 0.02 of the international standard eyesight chart, or a visual field narrower than 5 degrees. Medical evidence must be provided by a qualified ophthalmologist appointed by the Company.

(2) Loss of function of joint(s) shall mean permanent total stiffness, or paralysis of the joints, or that the joints may not be able to move willfully.

(3) Loss of function to chew and swallow shall mean the organic or functional disturbance of such functions as chewing and swallowing by any means other than dental causes, and which renders the Insured Person incapable of eating or swallowing anything other than fluid diet.

(4) Inability to perform independently the daily activities that are essential to life shall mean complete and continuous inability of the Insured Person to perform such activities independently as eating, going to the toilet, dressing, walking, bathing, etc., and must rely on the assistance of others.

(5) The three great-joints of upper limb include shoulder joint, elbow joint, and wrist joint; three great-joints of lower limb include hip joint, knee joint, and ankle joint.

(6) Total loss of finger shall mean complete severance through or above the proximal phalangeal joints (interphalangeal joints of thumb).

(7) Total loss of hearing shall mean the average frequency hearing loss is above 90 dB where speech frequencies are at 500, 1,000, 2,000 Hz.

(8) Total loss of function of joints of fingers shall mean complete severance through the distal phalangeal joints, or stiffness of proximal phalangeal joints or moving disturbance of the phalangeal joints.

(9) Total loss of toes shall mean complete severance through or above the metatarsophalangeal joints.

(10) Total loss of speech shall mean the loss of articulating ability of any three of the four sounds which contribute to the speech (from the labial sounds, alveolar sounds, palatal sounds, and the velar sounds) or total loss of vocal cord or damage of speech center in brain resulting in aphasia. However, all psychiatric related causes are excluded. Medical evidence must be supplied by a qualified otorhinolaryngology specialist.

(11) Obvious defect of two eyelids shall mean eyelids incapable of covering corneas completely when the Insured Person closes his/her eyes.

(12) Defect of nasal part and severe dysosmia shall mean the irrecoverable defect of total or one

half nasal cartilage and nasal atresia, nasal dyspnea or anosmia of both sides.

(13) Permanent total loss shall mean bodily injury beyond hope of improvement at the expiry of at least one hundred eighty (180) days medical treatment from the date of Accident, but exclude the irrecoverable status such as removing the eyeball.

**TABLE 2 Schedule of Benefits for Third Degree Burns**

Body Part	No.	Percentage of Damaged Area to Total Body Surface	Maximum Percentage of Sum Insured
Head and Hand	1	Less than 8%	100%
	2	5% or more but less than 8%	75%
	3	2% or more but less than 5%	50%
Body (excluded head and hand surface )	4	20% or more	100%
	5	15% or more but less than 20%	75%
	6	10% or more but less than 15%	50%

Note: Third degree burns means the burnt damage in all level of the skin, the under skin tissue, or even deeper.