

## Smart Elite Traveller Plan Clauses

(The First Version, 2014)

These Insurance Clauses, the insurance policy schedule, the insurance certificate, the insurance application form, any ancillary agreement or attached contract and the endorsement shall jointly compose this Contract, and shall be understood, construed and interpreted in the same way as a whole.

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## Endorsement of Personal Accident Travel Insurance Only Covering Overseas Travels

(The First Version, 2014)

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Both parties hereby understand and agree that, the clauses of the "AXA's Personal Accident Travel Insurance" shall be amended as follows according to the provisions of this Endorsement:

I. The "Insurance Period" of the Chapter I of the principal contract shall be amended as follows:

The date of effectiveness of this Contract shall be the effectiveness date specified in the insurance policy schedule, which is the basis for calculating the expiry date of both the insurance policy schedule and the insurance premium.

The insurer's any insurance liability under this Contract must be on the premise that the policy holder pays all the insurance premiums under this Contract once for all or pays the insurance premiums in any other method agreed upon between both parties and that the insurer agrees to underwrite the insurance. The insurer shall issue the insurance policy schedule as the proof of underwriting.

The insurance period under this Contract shall be as what is specified in the insurance policy schedule. Twenty-four hours mean one day, which shall be counted on the basis of Beijing Time.

### 1. Insurance for a Single Trip

The time of commencement of the insurer's insurance liability to each insured person shall be the latest time of occurrence in the following events:

- 1) the effectiveness date as specified in the insurance policy schedule;
- 2) within the validity period of this contract, the insured person departs the municipal jurisdiction where his daily residence/work place inside china's territory is located for the destination of the travel outside the territory.

The time of termination of the insurer's insurance liability to each insured person shall be the earliest time in the following events:

- 1) the date of expiry of insurance as specified in the insurance policy schedule;
- 2) within the validity period of this contract, the insured person directly returns to the municipal jurisdiction where his daily residence/work place inside china's territory is located after ending the travel.

For any single trip of not returning to China after going abroad, the time of termination of the insurer's insurance liability to each insured person shall be the earliest time in the following events:

- 1) 24 hours after the insured person arrives at the municipal-level jurisdiction where the final destination is located;
- 2) the date of expiry of insurance as specified in the insurance policy schedule.

The maximum stay in each on-way country or region prior to his arrival at the final destination shall not exceed thirty days.

### 2. Insurance Period of One Year

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The time of commencement of the insurer's insurance liability to each insured person shall be the time in the following events:

within the validity period of this contract, the insured person every time departs the municipal jurisdiction where his daily residence/work place inside china's territory is located for the destination of the travel outside the territory.

The time of termination of the insurer's insurance liability to each insured person shall be the earliest time in the following events:

- 1) the date of expiry of insurance as specified in the insurance policy schedule;
- 2) within the validity period of this contract, the insured person directly returns to the municipal-level jurisdiction where his daily residence/work place inside china's territory is located after ending the travel;
- 3) the latest day of the insurance period specified in the insurance application form and calculated from the aforesaid commencement time of insurance liability (including the date of commencement and the date of termination).

II. The following paragraph shall be added to Chapter IV "Definitions" of the principal contract:

Outside the Territory as mentioned in this Contract:  
shall mean countries and regions rather than the mainland China, including Taiwan province, Hong Kong and Macao Special Administrative Regions.

III. The Article 3 "Insurance Liability" of the Medical and Related Expenses Rider shall be amended as follows:

If any insured item under this insurance liability clause is not specified in the insurance policy schedule or the notes, the insurance liability for such insured item shall not be effective.

1. Benefits for Medical Expenses Compensation

If, within the validity period of this Attached Contract, any insured person suffers during the travel Outside the Territory from an accident agreed upon in the principal contract or from a disease, and has received necessary treatment within the validity period of the insurance liability under this Attached Contract within ninety days as of the date when the accident occurred or when he began to suffer from the disease, the insurer will, to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, compensate for the necessary and reasonable actual medical expenses that the insured person has paid.

If, however, any insured person incurs the above said medical expenses inside China's territory due to any of the following circumstances:

the insured person suffers in the course of travelling Outside the Territory from an accident agreed upon in the principal contract or from a disease, needs to receive necessary subsequent treatment of the accidental injury or disease after coming back to China, and such treatment is received within ninety days as of the date when he met with the accident agreed upon in the principal contract or when he began to suffer from the disease (hereinafter referred to as "expenses of subsequent medical treatment after coming back to China");

the insurer will compensate the insured person according to the following provisions:

- 1) If the insured person is not entitled to public health service, basic social medical insurance or other medical compensation insurance or is unable to get compensation for medical expenses from public health services, basic social medical insurance or other medical compensation insurance, the

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insurer will, on the basis of necessary and reasonable actual medical expenses that the insured person has paid, pay the compensation money to the insured person to the limit of ten percent of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, or the sum insured for the insured person's "expenses of subsequent medical treatment after coming back to China" as specified in the insurance policy schedule".

- 2) If the insured person is entitled to and has obtained the compensation money for medical expenses from public health services, basic social medical insurance or other medical compensation insurance, the insurer shall pay the compensation money according to the following formula to the limit of fifteen percent of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, or the sum insured for the insured person's "expenses of subsequent medical treatment after coming back to China" as specified in the insurance policy schedule.

Compensation money for medical expenses = the actually paid necessary and reasonable medical expenses - any received compensation money for medical expenses

"Any received compensation money for medical expenses" as mentioned above shall include the compensation money for medical expenses which is received from public health services, basic social medical insurance, all commercial medical compensation insurances, other government institutions or social welfare institutions, etc.

The actual medical expenses shall be to the limits of the fee rates ratified by the local government. The payment scope shall cover doctor diagnosis, prescriptions, operation fee, ambulance fee, hospitalization expenses, medicine expenses, and expenses of X-ray examination, nursing care and medical products, etc.

The benefits indemnified by the insurer, according to the above provisions, to the insured person for aforesaid domestic medical expenses is a portion of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, instead of an increment of the sum insured. Moreover, if the insurance policy schedule or the notes do not specify the insured item and the sum insured for the "expenses of subsequent medical treatment after coming back to China", the insurance liability as prescribed above for indemnifying the insured person's above domestic medical expenses shall not become effective.

When the insurer indemnifies the above medical expenses for this insurance item, the deductible amount specified in the insurance policy schedule (if any) shall apply, and the insurer shall not be liable for indemnifying the losses lower than the deductible amount.

## 2. Sympathizing and Visitation Expenses

If, within the validity period of this Attached Contract, any insured person is in either of the following events during the travel outside the territory, and an adult lineal relative of such insured person therefore goes to such insured person's locality to sympathize and visit such insured person, the insurer will, to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, pay the amount of a round-trip economy class air ticket or ship ticket or train ticket between the insured person's locality and the visitor's locality and the actually paid reasonable diet and lodging expenses:

- 1) the insured person dies;
- 2) the insured person needs to be treated in hospital due to a serious bodily injury and has been in hospital for ten consecutive days or longer.

## 3. Security Deposit for Hospitalization

If, within the validity period of this Attached Contract, any insured person meets with an injury accident under the principal contract or has a disease when staying out of China, and is determined by the insurer or its authorized representative from the medical angle to be necessary for hospitalization, the insurer will, to the limit of the sum insured for the insured person under this Attached Contract as specified in the

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insurance policy schedule, prepay the medical expenses of not more than ninety days for the insured person's continuing treatment until his disease has been stabilized and he may be carried back to China.

4. Translation Service

If, within the validity period of this Attached Contract, any insured person suffers during the travel outside the territory from an accident agreed upon in the principal contract or from a disease, and receives necessary treatment within ninety days as of the date when the accident occurs or when he begins to suffer from the disease, the insurer will, 24 hours after expiry of the hospitalization period and to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, compensate for the reasonable expenses incurred from retaining local translators/interpreters to provide the service.

All other provisions of this Contract shall remain unchanged.

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For Reference Only

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## AXA Personal Accident Travel Insurance

(The First Version, 2014)

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### Important Reminder

1. Before the insurer provides insurance security, you and all the insured persons shall, for the sake of avoiding the risk of your inability to obtain payment of benefits under the insurance contract, truthfully disclose in the insurance application form all important facts relevant to the insurer's decision of underwriting, which you have known (or ought to know).
2. After you pay the total insurance premiums stipulated in the insurance policy schedule, the insurer will, pursuant to this Insurance Contract and according to the insurance plan specified in your insurance policy schedule and selected by you, make indemnity to the limit of the agreed sum insured with regard to the liable insurance accident occurring within the insurance period. Please carefully read these Clauses, **especially the** relevant provisions on **Exclusion** and **Benefit**, and fully understand the coverage.
3. The insurance liability as stipulated in this Insurance Contract is issued on the basis of the information you have provided in the insurance application form as a part of the contract. Please carefully read the insurance contract. If it contains any incorrect information, please notify the insurer immediately, or otherwise you might, when making the claim, be unable to obtain any insurance proceed, and/or your insurance contract might be declared as null and void, while you may only obtain the insurance premium you have paid within the insurance period without receiving any interest. If the information you provide to the insurer after the insurance contract is issued is greatly different from the previously provided information, the insurer might re-check the insurance on the basis of the new information you have provided, and then provide the coverage. If you fail to contact the insurer within 10 workdays after this Insurance Contract is issued, the insurer will presume that the information you have provided in the insurance application form is complete and correct.
4. Generally, you will receive this Insurance Contract within three days after the insurer issues the insurance contract. You may, after receipt of this Insurance Contract, enjoy a **10-workday review period** to review this Insurance Contract. If you, within the review period, decide that this Insurance Contract is unsuitable for your demands, you may clearly notify the insurer in writing to cancel the insurance contract, and return your AXA emergent rescue card and the insurance contract to the insurer within the review period by mail (as if sending them on the date indicated on the stamp) or by way of returning them the insurer's business staff or by directly handing them back to the insurer. If you raises no claim within that period, the insurer will refund your insurance premium without interest, and meanwhile will not be liable for any expense incurred from an insured accident occurring within the review period. **The review period shall not be applicable to the insurance contract whose duration is less than one year, or to any renewed insurance contract.**

### How your insurance operates

Your insurance contract shall be the legally binding contractual documents concluded between you and the insurer, including:

- I the insurance application form you have submitted to the insurer;
- I any statement or declaration made by the insured person;

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- I these Insurance Clauses;
  - I the insurance policy schedule (including the detail of benefits);
  - I the insurance certificate;
  - I any ancillary agreement or attached contract;
  - I any endorsement and/or particular clauses.

All the above documents will jointly compose this Contract, and be understood, construed and interpreted in the same way as a whole. The words or expressions appearing in any part shall have the same meanings when appearing in any other place of the insurance contract.

After the insurer receives the insurance premium and confirms the underwriting, you may, according to these Clauses, enjoy the benefits described in your insurance policy schedule to the limit of the sum insured which is specified in the insurance policy schedule and/or endorsement.

## **Chapter I: Basic Clauses**

### **Insurance Period**

The date of effectiveness of this Contract shall be the effectiveness date specified in the insurance policy schedule, which is the basis for calculating the expiry date of both the insurance policy schedule and the insurance premium.

The insurer's any insurance liability under this Contract must be on the premise that the policy holder pays all the insurance premiums under this Contract once for all or pays the insurance premiums in any other method agreed upon between both parties and that the insurer agrees to underwrite the insurance. The insurer shall issue the insurance policy schedule as the proof of underwriting.

The insurance period under this Contract shall be as what is specified in the insurance policy schedule. Twenty-four hours mean one day, which shall be counted on the basis of Beijing Time.

#### **1. Insurance for a Single Trip**

The time of commencement of the insurer's insurance liability to each insured person shall be the latest time of occurrence in the following events:

- 1) the effectiveness date as specified in the insurance policy schedule;
- 2) within the validity period of this contract, the insured person leaves the municipal jurisdiction where his daily residence inside china's territory is located or directly goes by public conveyance to the travel destination other than the municipal-level jurisdiction where his daily residence is located;
- 3) within the validity period of this contract, the insured person leaves the municipal jurisdiction where his daily work place inside china's territory is located or directly takes common carrier to the travel destination other than the municipal-level jurisdiction where his daily work place is located.

The time of termination of the insurer's insurance liability to each insured person shall be the earliest time in the following events:

- 1) the date of expiry of insurance as specified in the insurance policy schedule;
- 2) within the validity period of this contract, the insured person directly returns to the municipal jurisdiction where his daily residence inside china's territory is located after ending the travel;
- 3) within the validity period of this Contract, the insured person directly returns to the municipal jurisdiction where his daily work place inside China's territory is located after ending the travel.

For any single trip of not returning to China after going abroad, the time of termination of the insurer's insurance liability to each insured person shall be the earliest time in the following events:

- 1) 24 hours after the insured person arrives at the municipal-level jurisdiction where the final

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- destination is located;
- 2) the date of expiry of insurance as specified in the insurance policy schedule.

The maximum stay in each on-way country or region prior to his arrival at the final destination shall not exceed thirty days.

## 2. Insurance Period of One Year

The time of commencement of the insurer's insurance liability to each insured person shall be the latest time in the following events:

- 1) the effectiveness date as specified in the insurance policy schedule;
- 2) within the validity period of this contract, each time when any insured person leaves the municipal-level jurisdiction where his daily residence inside china's territory is located or directly goes by public conveyance to a travel destination out of the municipal-level jurisdiction where his daily residence is located;
- 3) within the validity period of this Contract, each time when any insured person leaves the municipal-level jurisdiction where his daily work place inside China's territory is located or directly goes by public conveyance to a travel destination out of the municipal-level jurisdiction where his daily work place is located.

The time of termination of the insurer's insurance liability to each insured person shall be the earliest time in the following events:

- 1) the date of expiry of insurance as specified in the insurance policy schedule;
- 2) within the validity period of this contract, the insured person directly returns to the municipal-level jurisdiction where his daily residence inside china's territory is located after ending the travel;
- 3) within the validity period of this contract, the insured person directly returns to the municipal-level jurisdiction where his daily work place inside china's territory is located after ending the travel;
- 4) the latest day of the insurance period specified in the insurance application form and calculated from the aforesaid commencement time of insurance liability (including the date of commencement and the date of termination).

### **Automatic Extension of the Coverage Period**

If, within the validity period of this Contract, any of the following force majeure events(without limitation) occurs:

1. the unavoidable delay of the predetermined itinerary of the planned public conveyance during the travel, which is caused from severe weather, natural disaster or other similar force majeure;
2. the insured person is in hospital locally due to a disease or a serious accidental bodily injury, and therefore his trip is extended;

while the insurance period under this Contract expires, the insurer will, on the premise that the insured person provides corresponding proof materials, automatically extend the insurance period under this Contract free of charge reasonably as required to a length up to the expiry of the number of days as specified in the insurance policy schedule or up to the end of the insured person's trip (whichever is earlier).

### **Sum Insured**

Sum insured as mentioned in this Contract shall mean the sum insured corresponding to the insurance liability as specified in the insurance policy schedule. If the sum is changed according to other clauses or notes of this Contract, the sum after such change shall be the sum insured.

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### The Policy Holder

shall mean the insured person himself who has full capacity of civil conducts, or other persons having insurable interest in the insured person.

### The Insured Person

There may be one or more insured persons who apply for insurance under this Contract, and the specific number shall be as what is specified in the insurance application form. The insured person's age must meet the age requirement specified in the insurance application form. In no case will this Insurance cover the terrorists or terrorist organization members recognized by any national or international organization, or the illegal traders of drugs, nuclear weapons, biological or chemical weapons.

If the insured persons under this Contract decrease according to other clauses of this Contract, such clauses shall prevail, and the insurer will notify the policy holder in writing.

### Reduction of the number of Insured Person

The insurer shall delete an Insured Person as agreed as follows:

1. If the insurer does no longer accept a certain insured person under this Contract due to great change of the underwriting risk or if the policy holder applies for removing a certain insured person, such insured person will, as of disqualification, no longer be included in the insured persons under this Contract, and his qualification as an insured person will be lost at 24 o'clock on that day. Unless otherwise agreed in this Contract, the insurer will refund the insured person's undue insurance premium calculated on a daily basis. However, with respect to an insured person who pays insurance premiums by insurance year, if the actual coverage period for such insured person is less than one year, the insurer will, at the proportion agreed upon in the following table, refund the insurance premium already charged from such insured person:

Number of Days between Date of Disqualification and Policy Effectiveness Date	% of annual premium to be refund
Not more than two months	60%
Not more than three months	50%
Not more than four months	40%
Not more than five months	30%
Not more than six months	25%
More than six months	0%

2. When the insurance period is one year, a certain insured person who has reached the maximum age for insurance underwriting as agreed upon in the insurance application form of this Contract will, as of the 24 o'clock of the first expiry date of the insurance policy schedule, no longer be included in the insured persons under this Contract.
3. If an insured person dies or the accumulative amount of payments to the insured person under this Contract reaches the sum insured for the insured person as specified in the insurance policy schedule, the insurer will terminate the insurance liability to the insured person as of the date of his death or the date when the accumulative amount of payments to him under this Contract reaches the sum insured for him, and he will no longer be included in the insured persons under this Contract.

### Beneficiaries

The beneficiaries under this Insurance Contract shall include:

1. beneficiaries of benefits for death

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When concluding this Insurance Contract, the insured person or the policy holder may designate one or more persons as beneficiaries of benefits for death. When there are several beneficiaries of benefits for death, the insured person shall determine the sequence and shares of their respective proceeds; if the shares of benefits are not determined, each beneficiary of benefits for death shall enjoy the beneficiary right at equal shares. If a beneficiary intentionally causes the death, disability or disease of the insured person, or intentionally kills the insured person but fails, such beneficiary shall lose the beneficiary right. The policy holder must, when designating the beneficiary, get consent from the insured person.

In any of the following events after the insured person dies, the benefits shall be used as the insured person's bequests, and the insurer shall, according to the "Law of Succession of the People's Republic of China", perform the obligation of paying the benefits:

- 1) there is no designated beneficiary, or the beneficiary is undeterminable because of not being clearly designated;
- 2) the beneficiary dies before the insured person, and there is no other beneficiary;
- 3) the beneficiary lawfully loses or waives the beneficiary right, and there is no other beneficiary.

If a beneficiary and the insured person die in the same event, and the sequence of their deaths cannot be determined, the beneficiary shall be presumed to die first.

The insured person or the policy holder may change a beneficiary of benefits for death, provided that he notifies the insurer in writing, and the insurer shall put down notes on this Insurance Contract. The insurer shall not bear any liability for any legal dispute arising from the change of the beneficiary of benefits. The policy holder must get the insured person's consent when changing a beneficiary of the benefits for death.

If the insured person is a person of no capacity or restricted capacity for civil conducts, his guardian shall designate or change the beneficiary of the benefits for death.

## 2. Beneficiary of Benefits for Accident-Caused Disability or Accident-Caused Burn

Unless otherwise agreed, the beneficiary of benefits for any accident-caused disability or burn under this Insurance Contract shall be the insured person himself.

### **Determination of Age and Settlement of Errors**

The insured person's age at the time of insurance application shall be the full-year age registered in his legal identity certificate. The insured person's insurance application age under this Contract must meet the age requirement specified in the insurance application form. The policy holder shall, when applying for the insurance, fill in the form according to the insured person's full-year age. If the declared age of the insured person is untrue, the matter shall be dealt with according to the following provisions:

1. If the insurance premium receivable on the basis of the insured person's full-year age is higher, the insurer shall have the right to make correction and require the policy holder to make up the insufficient insurance premium; if the insured person has met an insurance accident, the insurer will, at the insurance premium rate for the correct age, calculate the sum insured which can be covered by the actually paid insurance premium.
2. If the insurance premium receivable on the basis of the insured person's full-year age is lower, all the over-paid insurance premiums shall be refunded without interest, while purchased sum insured shall remain unchanged.
3. If an insured person is found to be uninsurable at his full-year age according to the insurer's underwriting rules, the insurer shall have the right to terminate this Contract or disqualify the insured person, and will refund the paid insurance premium without interest as agreed.

### **The Change of Domicile or Mail Address**

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The policy holder shall, when his domicile or mail address is changed, notify the insurer in writing within ten days as of the change. When the policy holder gives no notice as mentioned above, all the notices sent by the insurer on its final domicile or mail address as stipulated in this Contract shall be deemed to have been served on the policy holder.

### **Modification of Contractual Contents**

The insurer reserves the right to modify the benefits or insurance liability under this Insurance Contract and that to amend the clauses.

The policy holder may, within the validity period of this Contract, apply for modification of the contractual contents pursuant to this Contract, and the modifications shall become effective after being consented to and recorded by the insurer and commented in the insurance contract. No broker or agent shall have the right to amend or waive any clause of this Insurance Contract.

If a certain insured person dies, the insurer shall not accept any application for the modification of any content in this Contract related to such insured person.

### **Payment of Insurance Premiums**

Unless otherwise agreed in advance and approved by the insurer in writing, the insurance premiums must, prior to the date of effectiveness of the insurance contract as agreed upon in the insurance policy schedule, insurance renewal endorsement, temporary insurance contract or endorsement ("effectiveness date") or the date of insurance commencement or date of insurance renewal, be fully paid to the insurer (or the intermediary designated by the insurer).

The insurance premiums may be paid in RMB or other currency, which will be specifically determined on the basis of your country and the coverage area you have selected, as well as the currently applicable foreign exchange administration bylaws prior to the effectiveness of the insurance.

The type of currency paid by you will be specified in your insurance policy schedule.

If the payable insurance premiums are not fully paid to the insurer (or the intermediary designated by the insurer) on or before the aforesaid effectiveness date, the insurance contract or the endorsement shall be deemed to have not taken effect, and in no case will the insurer pay any insurance proceed. No payment it receives thereafter may cause the insurance contract or the endorsement to take effect again, unless upon prior agreement and the insurer's written approval the payable insurance premium needs to be received later than the aforesaid effectiveness date and is acceptable to the insurer.

In any case, when a claim (which may be a claim arising within the agreed grace period) arises, the insurer shall have the right to require the policy holder to first make up the insured person's unpaid insurance premium in that insurance year, and then settle the claim.

### **Grace Period**

If, when the insurance period is one year, the policy holder pays insurance premiums by installments as agreed, the period of thirty days as of the date of expiry of each installment of insurance premium except the initial installment shall be the grace period.

### **Renewal of Insurance**

Only when the insurance period is one year may the policy holder pay renewal insurance premiums to the insurer for the sake of insurance renewal at or prior to the expiry of each insurance period. If the insurer agrees to renew the insurance contract and the policy holder has paid the insurance premiums for the renewed period, this Contract will continue to be effective during the next insurance period. This Contract may be renewed in the above said insurance renewal method until the first expiry date of the insurance policy schedule after all the insured persons have reached the maximum age for insurance. 若英文译本与中文有异，以中文版本为准。Should there be any inconsistencies between Chinese and English versions, the Chinese version shall prevail.

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underwriting as agreed in the insurance application form under this Contract.

If the insurer has clearly refused the renewal of insurance, the insurer will refund the paid renewal insurance premium without interest.

Before renewing insurance under this Insurance Contract, each insured person must notify the insurer of any disease or bodily defect or weakness he has been aware of within the former insurance period.

### **Obligation of Representation and Effectiveness of the Contract**

The policy holder or the insured person shall truthfully make the representations on matters inquired by the insurer.

- 1. If the intentional non-performance of the obligation of representation is enough to directly affect the insurer's decision on whether to insure this Contract or to raise the insurance premium rate, the insurer shall have the right to, irrespective of whether an insurance accident has occurred by that time, terminate this Contract according to relevant legal provisions, and will not refund the insurance premium. The insurer shall not be liable for indemnifying or paying benefits for the insurance accidents occurring before this Contract is terminated. If the aforesaid intentional failure to perform the obligation of representation only directly affects the insurer's decision on whether to insure a certain person, such person shall be disqualified as an insured person; the insurer shall not bear any insurance liability for the insurance accidents occurring before the insured person is disqualified as an insured person.**
2. If the failure to perform the obligation of representation due to gross negligence is enough to directly affect the insurer's decision on whether to insure this Contract or to raise the insurance premium rate, the insurer shall have the right to, irrespective of whether an insurance accident has occurred by that time, terminate this Contract according to relevant legal provisions, and will refund the insurance premium without interest. If the aforesaid failure to perform the obligation of representation due to gross negligence only directly affects the insurer's decision on whether to insure a certain person, such insured person will be disqualified as an insured person, and the insurer will refund the corresponding portion of insurance premium to the insured person without interest. **If the intentional failure to perform the obligation of representation seriously affects the insurance accident occurring prior to the termination of this Contract or the disqualification of the insured person, the insurer shall not bear any insurance liability for such insurance accident.**
3. If the failure to perform the obligation of true representation is enough to directly affect the insurer's decision on whether to raise the insurance premium rate, and the insurer agrees to continue underwriting the insurance, the policy holder shall make up to the insurer the insurance premiums accumulatively increased as of the effectiveness date of this Contract, and the interest thereof.

[Note] The interest shall be calculated at the rate agreed upon in this Contract.

### **Termination of the Contract**

1. For a short-term coverage insurance policy schedule whose insurance period is less than one year, the policy holder may only apply to the insurer in writing for revocation of this Contract prior to the effectiveness date of the insurance liability. If the policy holder cancels the insurance policy schedule prior to the effectiveness date due to a force majeure, and has no intention to raise any claim regarding this Insurance Contract, the insurer will fully refund the paid insurance premium. If the policy holder cancels the insurance policy schedule prior to the effectiveness date due to a cause other than force majeure, the insurer will, after deducting the management expenses (15% of the premium), refund the insurance premium paid by the insured person. If the insurance policy schedule is cancelled on or after the effectiveness date, the insurance premium will not be refunded.

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The policy holder shall, when terminating this Insurance Contract, provide the following certificates and documentations:

- 1) the application for termination of the insurance contract;
  - 2) original copy of the insurance contract;
  - 3) proof of the payment of insurance premium;
  - 4) identity certificates of the policy holder and the insured person;
  - 5) proof on the force majeure event.
2. For an insurance policy schedule whose insurance period is one year, the policy holder may, within the validity period of this Contract, apply to the insurer for surrender of insurance in writing at least thirty days in advance, unless the insurer has paid the benefits pursuant to this Insurance Contract. This Contract will be terminated at 24 o'clock on the date of termination of the contract as specified in the written notice. At the time of surrender, the insurer will, at the proportion in the following table, refund the insurance premium that the policy holder has paid under this Contract:

Number of Days between Date of Disqualification and Policy Effectiveness Date	% of annual premium to be refund
Not more than two months	60%
Not more than three months	50%
Not more than four months	40%
Not more than five months	30%
Not more than six months	25%
More than six months	0%

The policy holder shall, when terminating this Insurance Contract, provide the following certificates and documentations:

- 1) the application for termination of the insurance contract;
  - 2) the original copy of the insurance contract
  - 3) proof of the payment of insurance premium;
  - 4) identity certificates of the policy holder and the insured person.
3. If the extent of danger under this Contract increases, and affects the underwriting basis consented to by the insurer, the insurer may, within the validity period of this Contract, terminate the contract by notifying the policy holder in writing thirty days in advance, and this Contract will be terminated at 24 o'clock on the date of termination of the contract as specified in the written notice. The written notice shall be sent to the policy holder's domicile or mail address by personal delivery or by registered mail or in other similar mailing method, and the insurer will refund the insurance premium calculated on a daily basis for the unspent period.

### Termination of the Contract

This Contract will be terminated automatically in any of the following events:

1. when the insurance period is one year, the first expiry date of the insurance policy schedule after all insured persons have reached the maximum age for insurance underwriting as agreed upon in the insurance application form under this Contract;
2. when the insurance period expires, the policy holder has no intention of renewal or the insurer does not accept renewal of insurance under this contract;
3. when the insurance period is one year, the payable insurance premium under this contract is still not paid even after the grace period;
4. this contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 1 or 2, this Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule. In the event mentioned in Item 3, this Contract

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shall be automatically terminated at 24 o'clock on the date of expiry of the insurance premium.

#### **Notification of the Insured Accident**

The policy holder, the insured person or the beneficiary of benefits shall, after knowing the occurrence of an insured accident, notify the insurer in time. **If a claimant fails to timely notify the insurer due to intention or gross negligence, and thus causes the nature, cause or extent of losses, etc. of the insurance accident to be difficult to be determined, the insurer shall not be liable for indemnifying the undeterminable portion of losses, unless the insurer has known the occurrence of the insured accident in time through other channels or ought to know the occurrence in time.** The above mentioned covenants shall not cover the delay caused from force majeure.

#### **Proof Documents and Claims**

If an insured accident occurs, the claimant shall, when claiming against the insurer, fill out the claim letter and provide the insurer with the original copies of the following proofs and documentations, so as to apply for the benefits under this Contract.

1. the insurance contract;
2. the identity certificate of the insured;
3. proof document on the travel of the insured person;
4. the insured person's permanent residence deregistration certificate issued by the public security department and the death certificate of the insured person which is issued by a medical institution of level 2 or above or by a medical institution recognized by the insurer or other relevant similar proof (if applicable);
5. if the insured person is declared as dead, the applicant for benefits shall provide the death declaration certificate issued by the people's court (if applicable);
6. the authentication letter on the extent of the insured person's disability or burn, which is issued by a hospital of level 2 or above or a medical institution or judicial authentication institution recognized by the insurer (if applicable);
7. the claimant's identity certificate;
8. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
9. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
10. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant is unable to provide the above said proofs due to a particular cause, he shall provide other legally recognized proof documentations in order to raise the claim.

**If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

The insurer shall, after receipt of the claimant's claim and the complete claim documentations, make the check in time. If the case is complicated, and no check can be made within the legally prescribed time limit, both parties will agree to properly extend the time limit, provided that the extended portion of time shall not exceed thirty days.

The insurer shall notify the claimant of the check result; if liable, the insurer shall, within ten days after reaching an agreement on indemnification of benefits with the claimant, perform the obligation of indemnifying the benefits. If this Insurance Contract stipulates the time limit for payment of the benefits, the insurer shall perform the obligation of paying the benefits as agreed. If the insurer is not liable after making the check according to the preceding paragraph, it shall, within three days as of making the check, send a notice to the claimant on refusing to pay the benefits, and state the reason.

The limitation of action for the claimant to claim against the insurer under this Contract for indemnification

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or payment of the benefits shall be two years, commencing as of the date when he knows or ought to know the occurrence of the insured accident.

### **Notice on Supplement of Claiming Certificates and Documentations**

If the insurer does not consider the claiming proofs and documentations provided by the claimant are complete, it will timely notify the claimant once for all to make up them.

### **Obligation of Making Prior Indemnity**

Within sixty days as of receipt of the claim for payment of the benefits as well as relevant proofs and documentations, the insurer will, if its payment amount is undeterminable, pay the determinable amount first on the basis of the existing proofs and documentations; the insurer will pay the corresponding balance after finally determining the paid amount.

### **Physical Examination and Judicial Authentication**

Within the claiming period, the insurer shall have the right to require the insured person to make a physical examination or to provide the relevant examination report. If the insured person dies, the insurer shall have the right to request a judicial authentication institution to authenticate the insurance accident.

### **Exchange Rate for Settlement of Benefits**

If, at the time of claim settlement, a foreign currency needs to be converted into RMB for payment, the exchange rate applied when the insurer pays the benefits shall be the RMB middle exchange rate published by the People's Bank of China on the day when the expenses occur.

### **Frauds**

If no insurance accident occurs, but the insured person or beneficiary falsely states that an insurance accident has occurred, and claims against the insurer for indemnification or payment of the benefits, the insurer shall have the right to terminate the contract, and will not refund the insurance premium.

If the policy holder or the insured person intentionally creates an insured accident, this Company shall have the right to terminate the contract, and will not be liable for indemnifying or paying the benefits.

If, after an insured accident occurs, the policy holder, the insured person or the beneficiary works out any false cause of accident or exaggerates the losses by using relevant forged or worked-out certificates, information or other evidence, the insurer shall not be liable for indemnifying or paying benefits for the falsely stated portion.

If the policy holder, the insured person or the beneficiary is in the event stipulated in the preceding paragraph, and causes the insurer to pay the benefits or other expenditures, he shall refund, at the interest rate agreed upon in this Contract, or indemnify such benefits or other expenditure.

### **Settlement of Disputes**

The conclusion, effectiveness, interpretation and implementation of this Contract as well as the settlement of disputes shall all be governed by the laws of the People's Republic of China ("China").

Any dispute between the insured and the insurer arising from or in connection therewith may, if unable to be settled through negotiations, be settled in either of the following methods:

1. Submitting the dispute to Shanghai Branch of China International Economic and Trade Arbitration Commission for arbitration according to the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitration shall be held according to the laws and practices of the People's Republic of China. The arbitral award shall be final, and be binding upon both parties; or
2. Bringing a lawsuit to the court having jurisdictional power.

The insured person and the insurer shall, at the time of execution of the insurance contract, determine 若英文译本与中文有异，以中文版本为准。Should there be any inconsistencies between Chinese and English versions, the Chinese version shall prevail.

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either of the above mentioned methods as the dispute settlement method. Unless particularly agreed, the second method shall be the arbitration method implied in this Contract.

### **Governing Law**

This Contract and its attached contracts shall all be governed by the laws of the People's Republic of China.

### **Miscellaneous**

1. **Compliance with the Terms and Conditions**  
It will be the prerequisite for the insurer to bear any indemnity liability under this insurance policy schedule that the insured person or any person on behalf of him/her completely abides by and performs all terms and conditions stipulated in the insurance policy schedule, as well as accomplishes and complies with the relevant matters.
2. **Reasonable Care**  
The insured person or insured member shall act prudentially and take reasonable care to prevent and avoid the occurrence of any insurance accident, accidental injury, disease or losses.
3. **Post-indemnity Rights of the Insurer**  
The insurer shall have the right to, in the name of the insured person or insured member and on his behalf, refute any lawsuit and pay the indemnity, and shall also have the rights to, for maintaining its own benefits and at its own costs, make recourse against the third party for the matters covered by this insurance policy schedule and independently appoint lawyers for this purpose. If the insured person or insured member dies, the insurer shall have the right to, at its own costs, request the judicial authentication institution to authenticate the insurance accident.
4. **No Assignment**  
This Insurance Contract shall be assigned. The insurer does not accept any transaction such as trust, trusteeship, mortgage or assignment of this Insurance Contract.
5. **Clerical Errors**  
The insurer's clerical errors shall not cause the originally effective insurance liability to be ineffective, nor shall it cause the originally ineffective insurance liability to be effective.

### **Chapter II : Insurance Liability**

If an insured item under this insurance liability is not specified in the insurance policy schedule or the notes, the insurance liability for such insured item shall not be effective.

The **accumulative amount** of the benefits paid by the insurer to any insured person under Items 1, 2 and 3 of this Clause shall be to the limit of the sum insured for the insured person as specified in the insurance policy schedule.

#### **1. Benefits for Accidental Death**

If, within the validity period of this Contract, any insured person meets with an accident during the travel, and dies directly and singly from the accident within 180 days as of the occurrence, the insurer shall, at the sum insured for the insured person as specified in the insurance policy schedule, pay the benefits for accidental death to the beneficiary of the benefits for death, and its insurance liability for the insured person shall be terminated.

If, within the validity period of this Contract, any insured person meets with an accident within the travel period and has been missing since the occurrence of the accident, and is later declared by the people's court as dead, the insurer shall pay the benefits for death to the beneficiary the sum insured for the insured person as specified in the insurance policy schedule. If, however, the insured person is later

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found to be alive after being declared as dead, the recipient of benefits shall, within 30 days after he knows or ought to know the insured person's being alive, refund the benefits for death paid by the insurer. This Insurance Policy Schedule does not cover the accidental death hypothesized due to the insured person's being missing.

If the insured person has obtained the benefits under Items 2 and 3 of this Clause prior to his death, the benefits for the death from the accident shall be the remaining amount after deduction of any paid benefits under the said two items.

## 2. Benefits for Accident-Caused Disability

If, within the validity period of this Contract, any insured person meets with an accident during the travel, which causes any of the disabilities listed in the "Table of Disabilities and the Proportions for Payment of Benefits" within 180 days as of occurrence of the accident, the insurer shall pay the benefits for the accident-caused disability to the insured person, and the payment amount shall be calculated by multiplying the payment proportion listed in the table and the sum insured for the insured person under this Contract as specified in the insurance policy schedule. If the treatment is still not ended until the 180th day, a disability authentication shall be made on the basis of his health conditions of that day, and the insurer shall pay the benefits for the disability on the basis of such authentication.

If the same accident occurs in the same organ or the same limb, but the disabilities are in different grades, only the benefits for the heavier disability shall be paid; if different accidents occur on the same organ or the same limb, and the disabilities are in different grades, the benefits for the heavier disability shall be paid; if the latter disability is in a heavier grade, the already paid benefits for the disability need to be deducted; if the former disability is in a heavier grade, the insurer will no longer pay benefits for the latter disability.

If the insured person is suffered from two or more disabilities listed in the "Table of Disabilities and the Proportions for Payment of Benefits" due to the same accident or different accidents, and the disabilities are not in the same organ or limb, the insurer will pay the sum of benefits for all the disabilities, provided that the total payment amount shall be to the limit of the sum insured for the insured person under this Contract as specified in the insurance policy schedule.

If the insured person has already been disabled prior to the accident, the insurer shall pay the benefits for the disability at the payment proportion corresponding to the combined disability in the "Table of Disabilities and the Proportions for Payment of Benefits", provided that it shall deduct the benefits for the disability corresponding to the original disability in the "Table of Disabilities and the Proportions for Payment of Benefits".

## 3. Insurance Liability for Accident-Caused Burns

**Benefits for Accidental Burns:** If, within the validity period of this Contract, any insured person meets with an accident and is burned during the travel, the insurer will, according to the attached "Proportions for Payment of Benefits for Accidental Burns of Degree III", pay the benefits for the accident-caused burn to the insured person, and the payment amount shall be calculated by multiplying the payment proportion listed in the table and the sum insured for the insured person under this Contract as specified in the insurance policy schedule.

If the insured person is burned in the same accident in the same organ or limb, the insurer will only pay the amount for the heavier burn to the benefits. If he is burned in different accidents in the same organ or limb, the amount of benefits for the heavier burn shall prevail; if the amount of benefits for the latter burn is higher, the paid benefits for former burn need to be deducted; if the amount of benefits for the former burn is higher, the insurer will no longer pay the benefits for the latter burn.

Irrespective of whether the burns are caused from the same accident, as long as it occurs to different

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organs or limbs, the insurer shall pay the sum of benefits for all burns, provided that the total payment amount shall be to the limit of the sum insured for the insured person under this Contract as specified in the insurance policy schedule.

#### 4. Accidental Indemnity for Public Conveyance

If, within the validity period of this Contract, any insured person meets with an accident under this Contract when taking a public conveyance in the identity of a passenger (which shall not be the driver, operator or aircrew member of a public conveyance who is the insured person himself) during the travel, and dies or suffers from a disability listed in the "Table of Disabilities and the Proportions for Payment of Benefits" or any of the disabilities or burns listed in the "Table of Payment Proportions for Burns of Degree III" within 180 days as of occurrence of the accident, the insurer will, after making payment for the insurance liabilities of the above Items 1, 2 and 3, pay the equivalent amount or the equivalent amount multiplying the proportion specified in the insurance policy schedule, provided that the payment amount shall be to the limit of the sum insured for the insured person under this Contract as specified in the insurance policy schedule.

#### 5. Accidental Compassionate Cash Relief

If, within the validity period of this Contract, any insured person meets with an accident during the travel, and dies directly and singly from such accident within 180 days as of occurrence, the insurer shall additionally pay the accidental compassionate cash relief to the beneficiary of the benefits for death at the sum insured for the insured person as specified in the insurance policy schedule.

**If the insured person voluntarily applies for several kinds of comprehensive insurance for the same travel which is underwritten by the insurer (excluding group insurance), and has the same benefit in different insurance products, the insurer shall only indemnify the insured person according to the highest sum insured.**

### Chapter III : Exclusion of Liability

The insurer shall not bear any indemnity liability for any insured accident occurring during the following period or arising from any of the following causes:

1. war, military action, riot or armed rebellion; invasion, enemy's act, hostile action (whether declared or not), civil war, rebellion, revolution, uprising, military action or usurping on power, confiscation, nationalization, requisition, damage or destruction of properties as per any government's or national authority's command, riot or commotion;
2. explosion, burns, pollution or radiation caused from any biological, medical or atomic weapon or any atomic or nuclear device; ionizing radiation or radioactive energy pollution coming from any radioactive nuclear fuel or from any nuclear waste generated from fuel combustion, radioactive and toxic explosion, or other dangerous substance of any explosive nuclear device or its nuclear parts;
3. the policy holder's intentional acts; or the insured person injures himself or commits a suicide (irrespective of whether his minds are clear or not at that moment).
4. Fight or being attacked or murdered due to the insured person's provocation or intentional act;
5. the insured person participates in a military or police task or implements a task in the identity of a law enforcer;
6. injury incurred from the insured person's engaging in any illegal or criminal activity or from his resisting arrest; and the period when he is detained by the judicial authority or stays in prison after a sentence;
7. the insured person is in a period of being indulgent in excessive alcohol or affected by alcohol, drug or controlled medicine; accident occurring to the insured person due to mental disorder or abnormality.
8. the insured person is in a period of driving under influence of alcohol, unlicensed driving or

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driving any motor public conveyance without a valid license; the insured person takes a public conveyance illegally or takes a public conveyance not registered and permitted by the local government department;

9. the insured person does not obey the doctor's advice or prescription, and privately takes, applies or injects any drug;
10. the insured person is in the period of having a sexual disease or sexually transmitted disease, including acquired immune deficiency syndrome (AIDS) or the period of being infected by human immunodeficiency virus (HIV) (the above terms shall have the meanings defined by the world trade organization). If the above virus or its antibody is found from the insured person's blood sample, it shall be affirmed that the patient has been infected with such virus);
11. the insured person is in a period of staying in any airplane or air public conveyance (unless he takes a civil or commercial flight in the identity of a passenger);
12. pre-existing condition or the insured person's previous health conditions not declared to the insurer and not accepted by the insurer in writing;
13. despite that licensed doctor does not consider it suitable for travel, the insured person still continues the travel;
14. the insured person takes part in any occupational sport, contest or any award-based or remuneration-based sport;
15. the insured person takes part in a horse race, any vehicle performance, vehicle contest or stunt performance;
16. the accident occurring when the insured person takes part in a speed match (except walking), motorcycle match or contest, soaring, gliding, parachute jumping, exploration of on-ground holes, flying (unless he takes a civil or commercial flight as a fee paying passenger);
17. the insured person is employed by a commercial vessel; is taking service in the navy or air force; implementing occupational operation or testing any type of public conveyance;
18. the insured person engages in an occupational activity of petroleum exploitation, mining, air photographing, treatment of explosives, deforestation, construction undertaking at the work site, transport, carriage, loading and unloading, on-water work, elevated work of level 2 or above (as what is specified in the national standards of the people's republic of china, i.e., GB3608-83);
19. the insured person's pregnancy, abortion, childbirth, disease, drug allergy, food poisoning, facial operation, plastic surgery operation, bacterial or virus infection (except the infection of wound caused from an accidental injury).

#### Chapter IV : Definitions

##### **Accident as mentioned in this Contract:**

shall mean the bodily injury, disability or death directly and singly caused from an external, sudden, unintentional, non-diseased and unforeseeable objective event, **not including any sudden unexpected death.**

##### **Accidental injury as mentioned in this Contract:**

shall mean the bodily injury, disability or death directly and singly caused from an external, sudden, unintentional and non-diseased objective event.

##### **Burn as mentioned in this Contract:**

shall mean the burn of bodily soft tissue, which is caused from an accident agreed upon in this Contract, with the extent reaching Degree III. The standard for burns of Degree III shall be full-layer damage of the skin (epidermis and subcutaneous tissue), involving necrosis of muscle, skeleton or soft tissue, scabbing and final drop of scab. The extent and area of a burn or scald shall be calculated on the basis of the authentication result obtained according to the clinical authentication standards, i.e., "The New Nine-Percentage Classification".

##### **War as mentioned in this Contract:**

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shall mean any war or military action taken by a sovereign country for its economic and territorial expansion, nationalism, racial, religious or other purpose, irrespective of whether declared or not.

**Stunts as mentioned in this Contract:**

shall mean the special skills such as horsemanship, acrobatics and animal taming.

**Rock climbing as mentioned in this Contract:**

shall mean climbing of cliff, exterior wall of a building, artificial cliff, ice cliff or ice mountain, etc.

**Adventure as mentioned in this Contract:**

shall mean the act of putting oneself into a known danger of losing life or being injured in the body on some certain natural conditions such as driftage on rivers, walking through a desert or a rare virgin forest off the beaten track.

**Force majeure as mentioned in this Contract:**

shall mean the unforeseeable and unavoidable objective event which cannot be overcome.

**Serious bodily injury as mentioned in this Contract:**

shall mean a bodily injury caused from an accident or disease, which is determined by a hospital doctor from diagnosis that the person's health conditions prevent him from continuing the original trip.

**Inside China's territory/China as mentioned in this Contract:**

shall mean the Mainland of the People's Republic of China, excluding Taiwan Province, Hong Kong and Macao Special Administrative Regions.

**Pre-existing condition as mentioned in this Contract:**

shall mean a disease or accidental injury,

1. within twelve months as of the effectiveness date of the insurance provided by this insurance policy schedule, the insured person was treated in hospital due to such health conditions; or
2. the disease, accidental injury, symptom or sign which, according to the commonly accepted pathologic development science, the insured person has already had within six months before he is insured under this Contract; or the insured person has known or ought to know the existence; irrespective of whether he has sought or accepted medical treatment, medicine treatment, doctor's suggestion or diagnosis.

**Previous health conditions as mentioned in this Contract:**

shall mean the physical or mental defect or bad conditions which have already existed prior to the effectiveness date of this insurance policy schedule.

**Disease as mentioned in this Contract:**

shall mean a disease or accidental injury or any symptom, secondary symptom or complication caused therefrom. To an accidental injury, it shall only mean the injury caused from the same external, sudden, unintentional and non-diseased event or the same series of related events.

**Hospital as mentioned in this Contract:**

shall mean a medical institution having a lawful business license, having qualified doctors and nurses who may provide patients with round-the-clock hospitalizing treatment and nursing services, which shall not be an institution mainly aiming at rehabilitation, recuperation, care, alcohol withdrawal, drug detoxification or other similar purposes.

If the insured person is treated in a hospital inside China's territory not due to an emergent disease, such hospital must be a hospital of level 2 or 3 which meets the above conditions.

If, due to an emergent disease, the insured person needs to be treated in a nearby hospital of not level 2 or 3 inside China's territory, he shall notify the insurer within 48 hours as of occurrence of the insurance accident, and shall, after his physical state is stabilized, be conveyed into a hospital of level 2 or 3 which meets the above conditions.

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**Emergent disease as mentioned in this Contract:**

shall mean the sudden symptom from which the insured person suffers and which must be treated emergently by the doctor, so as to avoid permanent injury to his life or health.

**Deductible amount as mentioned in this Contract:**

shall mean a part of the claim amount which is specified to be within the insurance coverage and which is to be borne by the insured person himself before he applies for corresponding benefits pursuant to this Insurance Contract.

**Full years as mentioned in this Contract:**

shall mean the full age calculated on the basis of the date of birth stated in the legal identity certificate document.

**Insurer/we as mentioned in this Contract:**

shall mean AXA Winterthur Insurance (Asia) Co., Ltd., Shanghai Branch, which concludes this Insurance Contract with the policy holder.

**You as mentioned in this Contract:**

shall mean the policy holder and the insured person whose names are written down in the insurance policy schedule.

**Policy holder as mentioned in this Contract:**

shall mean the person who shall have the right to conclude an insurance contract with the insurer and is obligated to, pursuant to the insurance contract, pay the insurance premium.

**Insured person as mentioned in this Contract:**

shall mean the person who has filled out the insurance application (or his name has been contained in the insurance application form), meets the conditions for insurance application and has been confirmed by the insurer or its authorized agent in writing to be insured. Unless particularly stated, insured persons herein will include both the principal insured person and the ancillary insured persons.

**Insurance application form as mentioned in this Contract:**

shall mean the form filled out by the insured person for obtaining insurance security from the insurer, along with the information, documents and declarations submitted by the insured person when he applies for the insurance security, the correspondences, expressions and declarations between the insured person and the insurer as well as any supplementary questionnaire finished by the insured person, including the information which has been or will be used by the insurer to underwrite insurance to each insured person.

**Endorsement as mentioned in this Contract:**

shall mean the written declaration or notice issued by the insurer to confirm and record any amendments to this Insurance Contract, including any wording change or coverage change of this Insurance Contract, or the restrictive conditions when the insurance is undertaken under restrictive conditions.

**Effectiveness date as mentioned in this Contract:**

shall mean the date of commencement stated in the insurance policy schedule or that stated in the endorsement (whichever is later) to show that the insurance security begins to apply to the specific insured person.

**Insurance period as mentioned in this Contract:**

shall mean the coverage period applicable to each insured person, which is specified in the latest insurance policy schedule or the endorsement.

**Limb as mentioned in this Contract:**

shall mean the four limbs of a human body, i.e, the left upper limb, the right upper limb, the left lower limb and the right lower limb.

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**No effective driver's license as mentioned in this Contract:**

shall mean that the insured person is in any of the following events:

1. he has no driver's license or the validity period of his driver's license has expired;
2. the driven motor vehicle does not match the permitted vehicle type specified in the driver's license;
3. he drives a bus, business passenger vehicle, a motor vehicle carrying explosives, flammable or explosive chemicals, highly toxic dangerous articles or radioactive ones, or a motor vehicle attached with a trailer within the internship period;
4. he holds a driver's license not examined according to provisions, or drives a motor vehicle during the period when his driver's license is temporarily detained, detained for a long time, suspended or deregistered;
5. a person who uses a special mechanical vehicle or special-purpose vehicle has no effective operation certificate issued by the relevant department of the State, or a driver of business passenger vehicle has no effective eligibility certificate issued by the relevant department of the State;
6. he drives a vehicle under any other circumstance not allowed by any law or regulation or any relevant provision of the traffic administration department of the public security authority to drive a motor vehicle.

**Having no effective driving permit as mentioned in this Contract:**

shall mean any of the following circumstances:

1. the motor vehicle is lawfully deregistered;
2. having no driving permit, plate or temporary plate or temporary moving certificate issued by the traffic administration department of the public security authority for the motor public conveyance;
3. motor public conveyance for which the motor vehicle safety technical inspection is not made within the prescribed inspection period or which is found unqualified from inspection or which fails to lawfully make motor vehicle safety technical inspection on time or fails to pass such inspection.

**Public conveyance as mentioned in this Contract:**

shall mean a bus, long-distance bus, taxi (only limited to four-wheel motor vehicles), ferry, hovercraft, hydrofoil, ship, train, trolley car, rail train (which may be a subway, light rail or maglev train) that holds a public traffic business license lawfully issued by a competent government authority and lawfully carries passengers by charging fees, an airline company running fixed flights or a fixed-wing airline run by an air charter service company, a helicopter run by an airline company and flying between two fixed commercial airports or between two commercial heliports holding the business licenses, or any fixed airport bus operated as per the fixed route and timetable.

Any of the above listed public conveyance shall not, if used for a purpose other than public transport, be defined as a public conveyance under this Attached Contract.

**Claimant as mentioned in this Contract:**

shall mean an insured person under this Contract, his beneficiary of the benefits for death, his legal successor or any other person prescribed in any law to have the right of claiming for benefits.

**Recipient of benefits for death as mentioned in this Contract:**

shall mean the beneficiary of the benefits for death under this Contract, the insured person's legal successor hereunder or any other person prescribed in any law to have the right of claiming for benefits.

**Physicians/Doctor as mentioned in this Contract:**

shall mean a licensed doctor who is not the insured person or his lineal relative or business associate (such as commercial partner, employee or employer) and who has obtained the doctor's license issued by the medical and health authority of the country where he practices, with his treatment services falling within the scope of his license and trainings. "Physician/Doctor" as mentioned in any place of this Insurance Contract shall, if applicable, be understood as a general practice doctor and/or special doctor.

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**Lineal relative as mentioned in this Contract:**

shall mean the insured person's spouse, parents (-in-law), children, brothers and sisters, grand parents, grand children.

**Interest rate as mentioned in this Contract:**

shall mean the interest rate of the same period for the three-month fixed resident savings deposits, which has been published by the People's Bank of China and become effective by the first business day of each month.

(End of this Page)

For Reference Only

**Table of Disabilities and the Proportions for Payment of Benefits**

Level	Item	Extent of Disability	Payment Proportions
Level 1	1 2 3 4 5 6 7 8	Both eyes have become completely blind permanently (Note 1) The parts from above the wrist joints of two upper limbs or above the ankle joints of two lower limbs have been lost. The part from above the wrist joint of one upper limb and the part from above the ankle joint of one lower limb have been lost. One eye has become completely blind permanently and the part from above the wrist joint of one upper limb has been lost. One eye has become completely blind permanently and the part from above the ankle joint of one lower limb has been lost. The functions of the joints of four limbs have been lost completely and permanently (Note 2). The chewing and swallowing functions have been lost completely and permanently (Note 3). Due to extreme impediments of the functions of the central nervous system or the internal organs at the chest or abdomen, he cannot engage in any work for life, and completely needs to be supported by others for maintaining the necessary daily life activities (Note 4).	100%
Level 2	9 10	The functions of two or more of the three major joints of both upper limbs or both lower limbs or of both one upper limb and one lower limb have been lost completely and permanently (Note 5) Ten fingers have been lost(Note 6).	75%
Level 3	11 12 13 14	The part from above the wrist joint of one upper limb has been lost or all functions of the three major joints of one upper limb have been lost completely and permanently. The part from above the ankle joint of one lower limb has been lost or all functions of the three major joints of one lower limb have been lost completely and permanently. The hearing function of both ears has been lost completely and permanently (Note 7). The functions of ten fingers have been lost completely and permanently (Note 8).	50%

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	15	Ten toes have been lost (Note 9).	
Level 4	16 17 18 19 20 21 22	<p>One eye has become blind completely and permanently.</p> <p>Among the three major joints of one upper limb, the functions of two joints have been lost completely and permanently.</p> <p>Among the three major joints of one lower limb, the functions of two joints have been lost completely and permanently.</p> <p>Four fingers of one hand, including the thumb and the index finger, have been lost.</p> <p>One lower limb has been permanently shortened 5 cm or longer</p> <p>The linguistic function has been lost completely and permanently (Note 10).</p> <p>The functions of ten toes have been lost completely and permanently.</p>	30%
Level 5	23 24 25 26 27 28 29	<p>Among the three major joints of one upper limb, the function of one joint has been lost completely and permanently.</p> <p>Among the three major joints of one lower limb, the function of one joint has been lost completely and permanently.</p> <p>The thumbs of both hands have been lost.</p> <p>Five toes of one leg have been lost.</p> <p>Two eyelids have been distinctively incomplete (Note 11)</p> <p>The hearing function of one ear has been lost completely and permanently.</p> <p>The nose is incomplete and the smelling function has distinctive impediment (Note 12).</p>	20%
Level 6	30 31 32	<p>The thumb and index finger of one hand have been lost, or three or more fingers of one hand including the thumb or index finger have been lost.</p> <p>The functions of three or more fingers of one hand including the thumb or index finger have been lost completely and permanently.</p> <p>The functions of five toes of one leg have been lost completely and permanently.</p>	15%
Level 7	33	<p>The thumb or index finger of one hand has been lost, or two or more fingers among the middle finger, ring finger and little finger have been lost.</p> <p>The functions of the thumb and index finger of one hand have been lost</p>	10%

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	34	completely and permanently.	
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**Note:**

- 1) Blindness may include the events that the eyeball is lost or exenterated, that the person is unable to identify brightness from darkness or can merely identify moving hand in front of the eyes, or that his best corrected visual acuity is lower than 0.02 on the standard visual acuity chart, or that the radius of his field of vision is less than 5 degrees, provided that such events shall be proven by an eligible ophthalmologic doctor by issuing medical diagnosis certificates.
- 2) Loss of a joint's function shall mean that the joint has become permanently and completely stiff or paralyzed, or cannot move along with minds.
- 3) Loss of chewing or swallowing function shall mean the state of being unable to chew or swallow and to take or swallow foods except liquid food due to organic or functional impediment arising from a non-teeth-related cause.
- 4) A person who completely needs to be supported by others for maintaining the necessary daily life activities shall mean that the disabled person cannot take foods, defecate, urinate, be dressed or undressed, live daily life, walk or bathe, etc. by himself and needs the helps of others.
- 5) The three major joints of an upper limb shall mean the shoulder joint, elbow joint and wrist joint; the three major joints of a lower limb shall mean the coxa joint, knee joint and ankle joint.
- 6) Loss of a finger shall mean that the part above the proximal interphalangeal joint (or interphalangeal joint in case of a thumb) has been completely cut off.
- 7) Loss of hearing function shall mean the average hearing loss of language frequency is larger than 90 DB when the language frequency is 500, 1000 or 2000 HZ.
- 8) Loss of a finger's function shall mean the distal interphalangeal joint has been cut off, or the proximal interphalangeal joint has become stiff or cannot move along with minds.
- 9) Loss of a toe shall mean the part above the toe joint has been completely cut off.
- 10) Loss of language functions shall mean that among the four language functions composing a language, i.e., mouth labial sound, teeth and tongue sound, mouth-covered sound and throat sound, three or more cannot constitute voice, or the vocal cords have been completely cut off, or the disabled has aphasia due to injury of the linguistic center of the brain, which must be proven by the medical diagnosis certificate issued by a qualified ENT (ear, nose, throat) doctor, but excluding any aphasia caused from a psychological barrier.
- 11) Distinctive incompleteness of two eyelids shall mean that the eyelids cannot completely cover the corneas when the eyes are closed.
- 12) Incompleteness of nose and distinctive impediment of smelling function shall mean that the nose cartilage has been totally or half incomplete, and the nose is difficult to breathe as both nares are obstructed, which cannot be cured, or the sense of smell of both nares has been lost.

Permanent total dismemberment as mentioned above shall mean that the function has been completely  
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lost even one hundred and eighty days as of occurrence of the accident have passed. However, the distinctively unrecoverable event such as exenteration of eyeball shall not be limited by the aforesaid time period.

**Table of Proportions for Payment of Benefits for Accidental Burns of Degree III**

Area	percentage of burned area to the body surface area	maximum payment proportion
Head	Greater than or equal to 2% and less than 5%	50%
	Greater than or equal to 5% and less than 8%	75%
	Greater than or equal to 8%	100%
Physical body (excluding head)	Greater than or equal to 10% and less than 15%	50%
	Greater than or equal to 15% and less than 20%	75%
	Greater than or equal to 20%	100%

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## Medical and Related Expenses Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on "Medical and Related Expenses" attached to AXA Travel Insurance Contract (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as the attachment to the principal contract, and the clauses of the principal contract shall also apply to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If any insured item under this insurance liability clause is not specified in the insurance policy schedule or the notes, the insurance liability for such insured item shall not be effective.

#### 1. Benefits for Medical Expenses Compensation

If, within the validity period of this Attached Contract, any insured person suffers during the travel from an accident agreed upon in the principal contract or from a disease, and has received necessary treatment within the validity period of the insurance liability under this Attached Contract within ninety days as of the date when the accident occurred or when he began to suffer from the disease, the insurer will, to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, compensate for the necessary and reasonable actual medical expenses that the insured person has paid.

If, however, any insured person incurs the above said medical expenses inside China's territory due to any of the following circumstances:

- 1) the insured person suffers in the course of travelling outside China's territory from an accident agreed upon in the principal contract or from a disease, needs to receive necessary subsequent treatment of the accidental injury or disease after coming back to China, and such treatment is received within ninety days as of the date when he met with the accident agreed upon in the principal contract or when he began to suffer from the disease (hereinafter referred to as "expenses of subsequent medical treatment after coming back to China");
- 2) the insured person has a disease during the travel, and receives necessary treatment within ninety days as of the date when he began to suffer from the disease (hereinafter referred to as "expenses for treatment of the disease arising in the course of travelling inside china's territory");

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the insurer will compensate the insured person according to the following provisions:

- 1) If the insured person is not entitled to public health service, basic social medical insurance or other medical compensation insurance or is unable to get compensation for medical expenses from public health services, basic social medical insurance or other medical compensation insurance, the insurer will, on the basis of necessary and reasonable actual medical expenses that the insured person has paid, pay the compensation money to the insured person: under above circumstance 1) to the limit of ten percent of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, or the "expenses of subsequent medical treatment after coming back to China" as specified in the insurance policy schedule; under above circumstance 2) to the limit of the sum insured for the insured person's "expenses for treatment of the disease arising in the course of travelling inside China's territory" as specified in the insurance policy schedule.
- 2) If the insured person is entitled to and has obtained the compensation money for medical expenses from public health services, basic social medical insurance or other medical compensation insurance, the insurer will, on the basis of necessary and reasonable actual medical expenses that the insured person has paid, pay the compensation money to the insured person: under above circumstance 1) to the limit of fifteen percent of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, or the "expenses of subsequent medical treatment after coming back to China" as specified in the insurance policy schedule; under above circumstance 2) to the limit of the sum insured for the insured person's "expenses for treatment of the disease arising in the course of travelling inside China's territory" as specified in the insurance policy schedule.

Compensation money for medical expenses = the actually paid necessary and reasonable medical expenses - any received compensation money for medical expenses

"Any received compensation money for medical expenses" as mentioned above shall include the compensation money for medical expenses which is received from public health services, basic social medical insurance, all commercial medical compensation insurances, other government institutions or social welfare institutions, etc.

The actual medical expenses shall be to the limits of the fee rates ratified by the local government. The payment scope shall cover doctor diagnosis, prescriptions, operation fee, ambulance fee, hospitalization expenses, medicine expenses, and expenses of X-ray examination, nursing care and medical products, etc.

The benefits indemnified by the insurer, according to the above provisions, to the insured person for aforesaid domestic medical expenses is a portion of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, instead of an increment of the sum insured. Moreover, if the insurance policy schedule or the notes do not specify the insured item and the sum insured for the "expenses for treatment of the disease arising in the course of travelling inside China's territory" and/or the "expenses of subsequent medical treatment after coming back to China", the insurance liability as prescribed above for indemnifying the insured person's above domestic medical expenses shall not become effective.

When the insurer indemnifies the above medical expenses for this insurance item, the deductible amount specified in the insurance policy schedule (if any) shall apply, and the insurer shall not be liable for indemnifying the losses lower than the deductible amount.

## 2. Sympathizing and Visitation Expenses

If, within the validity period of this Attached Contract, any insured person is in either of the following events during the travel, and an adult lineal relative of such insured person therefore goes to such insured person's locality to sympathize and visit such insured person, the insurer will, to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, pay the amount of a round-trip economy class air ticket or ship ticket or train ticket between the

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insured person's locality and the visitor's locality and the actually paid reasonable diet and lodging expenses:

- 1) the insured person dies;
- 2) the insured person needs to be treated in hospital due to a serious bodily injury and has been in hospital for ten consecutive days or longer.

### 3. Security Deposit for Hospitalization

If, within the validity period of this Attached Contract, any insured person meets with an injury accident under the principal contract or has a disease during the travel, and is determined by the insurer or its authorized representative from the medical angle to be necessary for hospitalization, the insurer will, to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, prepay the medical expenses of not more than ninety days for the insured person's continuing treatment until his disease has been stabilized and he may be carried back to China.

### 4. Translation Service

If, within the validity period of this Attached Contract, any insured person suffers during the travel from an accident agreed upon in the principal contract or from a disease, and receives necessary treatment within ninety days as of the date when the accident occurs or when he begins to suffer from the disease, the insurer will, 24 hours after expiry of the hospitalization period and to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, compensate for the reasonable expenses incurred from retaining local translators/interpreters to provide the service.

## Article 4 Exclusion

**Items 1 through 18 of the liability exclusion clause in the principal contract shall all be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not be liable for indemnifying any medical expense incurred during any of the following periods or from any of the following causes:**

1. dentistry treatment or operation made not due to accidental injury, or teeth restoration or teeth plastic surgery due to any cause;
2. eyesight correction made not due to accidental injury, or optometric examination made due to correction of the eyesight; ametropia;
3. facial operation, plastic surgery operation or any unnecessary operation;
4. traditional Chinese medicine practitioners, physical therapy, acupuncture and moxibustion therapy and / or chiropractic;
5. intervertebral disc hernia;
6. congenital disease and congenital deformity;
7. pre-existing condition or the insured person's previous health conditions not declared to the insurer and not accepted by the insurer in writing;
8. treatment for curing pressure, worry, depression, intensity, emotion, mental disease or mental problem or disorder; being affected by alcohol, drug or controlled medicine, or abuse or misuse of drug;
9. pregnancy, abortion, childbirth, infertility, sterility, contraception or sterilization operation; sexually transmitted disease;
10. general physical examination, health maintenance, special nursing care or calmful rest, recuperation, or psychological treatment; treatment aiming at obesity or for losing or gaining weight; expenses of vaccination, circled cutting of foreskin or any other similar preventive measure; any natural condition, senility or retrogression or gradual process;
11. recurrence of accidental injury or disease after ineffectiveness of the insurance policy schedule;
12. medical expenses of sustaining treatment, including the medicine treatment which has begun before this insurance is purchased;

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13. injury incurred from drug allergy or other medical treatment;
  14. treatment or surgical operation of a tonsil disease, adenoids, hernia or disease of female genital organ.; however, the provisions of this liability exclusion clause shall not apply to the emergent treatment or operation which the insured person has to accept immediately for avoiding life danger or permanent injury;
  15. the treatment or operation which may, according to the opinions of the insured person's doctor in charge, be reasonably postponed until the insured person comes back to China but which the insured person insists on making outside China's territory;
  16. the failure to obtain proofs of the hospital or doctor;
  17. on the condition that the insured person's purpose of travel is to receive medical treatment or that licensed doctor does not consider it suitable for travel, the insured person still continues the travel;
  18. extra expenses for being accommodated in a single or private room of the hospital, clinic or nursing care office, unless the insured person's doctor considers it necessary for the insured person to be accommodated in such a room.

#### Article 5 Proof Documents/Claims

The insured person shall, after paying the medical expenses, submit to the insurer the original copies of the following proofs and documentations along with the insurance contract and the insurer-prescribed claim form within thirty days as of the end of the treatment:

1. the identity certificate of the insured;
2. proof document on the insured person's travel;
3. complete medical records of clinic or emergency, or discharge summary;
4. original receipts of medical expenses which are issued by the hospital;
5. the economy class air ticket or ship ticket or train ticket and original invoices of the actually paid reasonable diet and lodging expenses (if applicable);
6. invoices of translation fees (if applicable);
7. the claimant's identity certificate;
8. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
9. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
10. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant for benefits is unable to provide the following materials due to any particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

When the indemnity amount is less than the full amount of the actually paid medical expenses, the claimant may apply to the insurer in writing for return of the original copies of the receipts. The insurer shall, after affixing the seal and indicating the indemnity amount, return the original copies of the receipts.

#### Article 6 Termination of the Attached Contract

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this attached contract;
3. the policy holder applies to the insurer within the validity period of this attached contract for termination of this attached contract;

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4. this attached contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

#### **Article 7 Definitions**

##### **Disease as mentioned in this Attached Contract:**

shall mean the insured person's illness or disease whose symptom arises after the effectiveness date of this Attached Contract or the disease which is not treated or diagnosed prior to the effectiveness date of this Attached Contract, occurs suddenly during the travel, and must be immediately treated in order to avoid bodily or life injury, but shall not be a disease existing before the effectiveness of the insurance hereunder, chronic disease, mental disease, schizophrenia, AIDS, sexually transmitted disease, hereditary disease, congenital disease or defect, congenital deformity, teeth treatment (except for the indispensable dentistry outpatient treatment caused from an injury accident), preventive operation or any other operation or organ transplant not in need of emergent treatment.

##### **Necessary and reasonable actual medical expenses as mentioned in this Attached Contract:**

shall mean the medical expenses which shall not, according to the commonly accepted medical treatment standards, exceed the fees charged by another local similar professional institution for providing a patient of the same gender, similar age and disease with equivalent medical services, which must be spent for avoiding negative effects to the insured person's health and may not be saved. If the reasonable and necessary treatment, service, supply or medicine is recommended by the doctor in charge for diagnosing or treating the insured person's disease or accidental injury or the prescription is provided by the doctor in charge, and meanwhile the following conditions are met, the medical expenses may be deemed as reasonable and necessary:

1. it does not exceed the scope, time limit, intensity or nursing care level necessary for providing safe, proper and reasonable diagnosis or treatment; and
2. it is consistent with the commonly recognized professional medical operation standards; and
3. the main purpose is not for the personal comfort or convenience of the patient, the patient's family, the doctor or other service provider; and
4. it is not a part of the patient's school education or occupational training and is irrelevant thereto; and
5. not experimental or investigative; and
6. the patient may be hospitalized only if the outpatient treatment cannot be implemented safely; and
7. the insured person needs to pay the same amount of expenses despite of no indemnity under this insurance.

##### **Hospitalization as mentioned in this Attached Contract:**

shall mean that the insured person has been hospitalized for more than 24 hours as suggested by the doctor and the hospital charges the sickroom or bed fee.

##### **Outside China's territory as mentioned in this Attached Contract:**

shall mean the countries and regions out of the Mainland of China, including Taiwan Province, Hong Kong and Macao Special Administrative Regions.

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## Daily Hospital Income Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on "Daily Hospital Income" attached to AXA Travel Insurance Contract (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. The clauses of the principal contract shall also apply to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, the clause of this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If, within the validity period of this Attached Contract, any insured person suffers in the course of travel from an accident agreed upon in the principal contract or from a disease, and has to be hospitalized for treatment, the insurer will, on the basis of the amount of daily hospitalization allowances for the insured person under this Attached Contract as specified in the insurance policy schedule, as well as the number of days of the hospitalization, pay the indemnity to the insured person, provided that the total indemnity amount shall be to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule.

**If the insured person voluntarily applies for several kinds of comprehensive insurance of the same travel which is underwritten by the insurer (excluding group insurance), and has the same benefit in different insurance products, the insurer shall only indemnify the insured person according to the highest sum insured.**

### Article 4 Liability Exclusion

**Items 1 through 18 of the liability exclusion clause in the principal contract shall all be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not bear any indemnity liability for the insured person's being in hospital during any of the following periods or directly or indirectly due to any of the following causes:**

- 1. dentistry treatment or operation made not due to accidental injury, or teeth restoration or teeth plastic surgery due to any cause;**
- 2. eyesight correction made not due to accidental injury, or optometric examination made due**

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- to correction of the eyesight; ametropia;
  3. facial operation, plastic surgery operation or any unnecessary operation;
  4. intervertebral disc hernia;
  5. congenital disease and congenital deformity;
  6. pre-existing condition or the insured person's previous health conditions not declared to the insurer and not accepted by the insurer in writing;
  7. treatment for curing pressure, worry, depression, intensity, emotion, mental disease or mental problem or disorder; being affected by alcohol, drug or controlled medicine, or abuse or misuse of drug;
  8. pregnancy, abortion, childbirth, infertility, sterility, contraception or sterilization operation; sexually transmitted disease;
  9. general physical examination, health maintenance, special nursing care or calmful rest, recuperation, or psychological treatment; treatment aiming at obesity or for losing or gaining weight; vaccination, circled cutting of foreskin or any other similar preventive measure; any natural condition, senility or retrogression or gradual process;
  10. recurrence of accidental injury or disease after ineffectiveness of the insurance policy schedule;
  11. sustaining treatment, including the medicine treatment which has begun before this Insurance is purchased;
  12. injury incurred from drug allergy or other medical treatment;
  13. treatment or surgical operation of a tonsil disease, adenoids, hernia or disease of female genital organ.; however, the provisions of this liability exclusion clause shall not apply to the emergent treatment or operation which the insured person has to accept immediately for avoiding life danger or permanent injury;
  14. the treatment or operation which may, according to the opinions of the insured person's doctor in charge, be reasonably postponed until the insured person comes back to China but which the insured person insists on making outside China's territory;
  15. the failure to obtain proofs of the hospital or doctor;
  16. on the condition that the insured person's purpose of travel is to receive medical treatment or that licensed doctor does not consider it suitable for travel, the insured person still continues the travel.

#### Article 5 Proof Documents/Claims

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claim documents, and submit them along with the insurance contract and the insurer-prescribed claim form to the insurer within thirty days as of leaving hospital:

1. the identity certificate of the insured;
2. proof document on the insured person's travel;
3. complete medical records of clinic or emergency, or discharge summary;
4. original receipts of medical expenses which are issued by the hospital;
5. the claimant's identity certificate;
6. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
7. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
8. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant for benefits is unable to provide the following materials due to any particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

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## Article 6 Termination of the Contract

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

## Article 7 Definitions

### **Disease as mentioned in this Attached Contract:**

shall mean the insured person's illness or disease whose symptom arises after the effectiveness date of this Attached Contract or the disease which is not treated or diagnosed prior to the effectiveness date of this Attached Contract, occurs suddenly during the travel, and must be immediately treated in order to avoid bodily or life injury, but shall not be pre-existing condition, chronic disease, mental disease, schizophrenia, AIDS, sexually transmitted disease, hereditary disease, congenital disease or defect, congenital deformity, teeth treatment (except for the indispensable dentistry outpatient treatment caused from an injury accident), preventive operation or any other operation or organ transplant not in need of emergent treatment.

### **Hospitalization as mentioned in this Attached Contract:**

shall mean that the insured person has been hospitalized for more than 24 hours as suggested by the doctor and the hospital charges the sickroom or bed fee.

### **Number of hospitalization days as mentioned in this Attached Contract:**

shall mean the number of days when the insured person stays in the sickroom of the hospital's in-patient department and is actually treated in hospital. There shall be one day once 24 hours of hospitalization expire.

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## Round-the-Clock Emergency Assistance Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on " Round-the-Clock Emergency Assistance " attached to AXA Travel Insurance (hereinafter referred to as this Attached Contract) is concluded upon our consent and the application of the policy holder of the principal contract. This Attached Contract is formed as the attachment to the principal contract, and the clauses of the principal contract shall also apply to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If Item 2, 3 or 4 insured under this insurance liability is not specified in the insurance policy schedule or the notes, the insurance liability for such insured item shall not be effective.

#### 1. Emergency Assistance Hot-line Service

If, within the validity period of this Attached Contract, any insured person is in the case of emergent treatment during the travel, he may dial the round-the-clock service phone number of the insurer's authorized rescue institution to get emergent treatment consulting. However, it shall be stressed that, the insured person shall not consider it as diagnosis but merely as advice. If medical treatment is needed, the insured person shall seek another doctor or medical expert for personal diagnosis, while the insurer's authorized rescue institution will assist the insured person in making the medical appointment.

#### 2. Medical Carriage and Return

If, within the validity period of this Attached Contract, any insured person suffers during the travel from an accident agreed upon in the principal contract or from a disease, and the insurer's authorized rescue institution or authorized representative considers from the medical angle that carriage is necessary, the insured person shall be carried to a local hospital or other nearby hospital qualified for treatment. If it is considered by the insurer's authorized rescue institution or authorized representative from the medical angle that the insured person is necessary to be returned, such insured person shall be returned to the domicile specified in his lawful and effective certificate.

The insurer's authorized rescue institution or authorized representative shall have the right to, according to the health conditions or treatment requirements of the insured person and with reference to the doctor's advice, decide on whether to carry him, the means of carrying him back, and the destination. The patient will be carried or returned with professional doctors and nurses staffed and by necessary public conveyance. The public conveyance may be rescue airplane, ambulance, civil airplane, train or other suitable public conveyance.

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The expenses of carriage shall include the expenses of transport arranged by the insurer's authorized rescue institution or authorized representative, the expenses of on-way medical treatment and nursing care, as well as costs of medical equipment and devices. The expenses necessary for carriage shall, after being checked and confirmed by the insurer, be directly paid to the insurer's authorized rescue institution, with the total amount not exceeding the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule. If the actual expenses exceed the sum insured, the excessive portion of expenses shall be paid by the insured person.

The insurer shall not be liable for indemnifying any expenses not approved and arranged by the insurer's authorized rescue institution or authorized representative; if, in case of emergent treatment, the insured person is unable to notify the insurer's authorized rescue institution due to a certain cause, the insurer shall have the right to make indemnity according to the insurance plan selected by the policy holder and at the necessary reasonable fee rate for the insurer's authorized rescue institution to provide or arrange such service on the same conditions.

**If the insured person voluntarily applies for several kinds of comprehensive insurance of the same travel which is underwritten by the insurer (excluding group insurance), and has the same benefit in different insurance products, the insurer shall only indemnify the insured person according to the highest sum insured.**

### **3. Carrying Back Remains and Funeral Expenses**

The benefits for carrying back remains under this Attached Contract and the benefits for funeral shall be totaled to an amount to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule.

- 1) Benefits for Carrying Back Remains: If, within the validity period of this Attached Contract, any insured person suffers during the travel from an accident agreed upon in the principal contract or from a disease, and therefore directly and singly caused the insured person to die within thirty days as of occurrence of the accident or the disease, the insurer's authorized rescue institution shall preserve the remains or arrange cremation as the local actual situation may be, and shall carry back the insured person's remains or cremains to the insured person's domicile specified in his lawful and effective certificate. The expenses for carrying back remains shall include the expenses for anticorrosion, preservation, cremation and transport of the corpse as well as the cremains box, etc., and shall be paid directly to the insurer's authorized rescue institution after being checked and confirmed by the insurer, with the total amount to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule. If the actual expenses exceed the sum insured, the excess portion of expenses shall be paid by the beneficiary of the benefits for death or the insured person's successors.
- 2) Benefits for Funeral: If, within the validity period of this Attached Contract, any insured person suffers during the travel from an accident agreed upon in the principal contract or from a disease, therefore directly and singly caused the insured person to die within thirty days as of occurrence of the accident or the disease, and a funeral is required by the local actual situation to be held at the locality of his death, the insurer shall pay the benefits for funeral to the insured person's successors or the beneficiary of the benefits for death at the amount of actually paid funeral expenses for the insured person, with the payment amount to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule.

### **4. Escorting Children under 16 Full Years to Come back to China**

If, within the validity period of this Attached Contract, any insured person's child under the age of 16 full years is looked after by no one because the insured person suffers during the travel from an accident agreed upon in the principal contract or from a disease and is therefore hospitalized or dies, or the insured person is receiving medical rescue, the insurer will, when the insurer's authorized rescue institution or authorized representative considers it necessary to escort the child, pay the amount of an economy class air ticket or ship ticket or train ticket for the child to go back to the residence inside China's territory to the limit of the sum insured for the insured person under this Attached Contract as

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specified in the insurance policy schedule, and will arrange such child to go back to their residence inside China's territory. The insurer's authorized rescue institution or authorized representative will, when considering it necessary, arrange an entourage to accompany the child to come back to China.

#### **5. Aiding Translation**

If, within the validity period of this Attached Contract, any insured person needs translation service when travelling outside China's territory, the insurer's authorized rescue institution or authorized representative may provide charge-free emergent telephone translation service. If the insured person needs an accompanying interpreter, the insurer's authorized rescue institution or authorized representative may provide the introduction and contact method of the interpreter, provided that the final selection of the service provider shall be decided on by the insured person at his own costs. The insurer's authorized rescue institution will, in the process of selecting the service provider, fulfill the duties of prudence and diligence.

#### **6. Emergent Message Transmission**

If, within the validity period of this Attached Contract, any insured person meets with an emergency or is in hospital before travelling outside China's territory or during the travel, the insurer's authorized rescue institution or authorized representative may send the insured person's messages free of charge to his family members, relatives or friends.

#### **7. Complete Overseas Tour Information**

Within the validity period of this Attached Contract and before any insured person travels outside China's territory or during his travel, the insurer's authorized rescue institution may provide such insured person with the following assistances:

- 1) providing relevant information on obtaining the visa of the foreign country;
- 2) providing relevant information on the epidemic prevention injection requirements of the foreign country;
- 3) providing weather forecast of main foreign cities;
- 4) providing the exchange rate between RMB and the main foreign currency, and the information on airport tax, as well.

#### **8. Search for and Conveyance of Luggage**

If, within the validity period of this Attached Contract, any insured person loses his luggage or his luggage is sent to another course when travelling by taking a common commercial flight or train outside China's territory, the insurer's authorized rescue institution or authorized representative may, when required by the insured person, contact the relevant entities such as the airline company or train station or the customs officials, and provide guidance for recovering losses. If the luggage can be found, such luggage will be delivered to the insured person's designated place, provided that the expenses for conveying the luggage shall be borne by the insured person.

#### **9. Legal Aid Service**

Within the validity period of this Attached Contract, if required by the insured person travelling outside China's territory, the insurer's authorized rescue institution may provide the insured person with the names, addresses and telephone numbers of local well-known law firms. However, the final selection of the service provider shall be decided by the insured person at his own costs, and the insurer's authorized rescue institution will not provide the insured person with any legal advice.

#### **10. Embassy or Consulate Information Supporting Service**

Within the validity period of this Attached Contract, if required by the insured person, the insurer's authorized rescue institution may provide the insured person with the information such as the address, telephone number and working time, etc. of the nearest suitable embassy or consulate.

#### **11. Aiding Service in Case of Loss of the Travel Certificate/ Passport**

If, within the validity period of this Attached Contract, any insured person loses his travel certificate or passport in the course of travelling outside China's territory, the insurer's authorized rescue institution may, when requested by the insured person, provide the address and telephone number of the local

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Chinese embassy or consulate as well as the information on re-application procedures. The re-application expenses shall be borne by the insured person himself.

#### **Article 4 Liability Exclusion**

**Items 1 through 18 of the liability exclusion clause in the principal contract shall all be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not bear any indemnity liability for the death or the expenses directly or indirectly incurred during the following period or from any of the following causes:**

- 1. any expense for the third party's service, which the insured person does not have to pay, or any expense included in the travel fee charges;**
- 2. any expenses for emergent medical escort or return or expenses for carrying back remains not approved and arranged by the insurer or the insurer's authorized rescue institution;**
- 3. dentistry treatment or operation made not due to accidental injury, or teeth restoration or teeth plastic surgery due to any cause;**
- 4. eyesight correction made not due to accidental injury, or optometric examination made due to correction of the eyesight; ametropia;**
- 5. facial operation, plastic surgery operation or any unnecessary operation;**
- 6. intervertebral disc hernia;**
- 7. congenital disease and congenital deformity;**
- 8. pre-existing condition or the insured person's previous health conditions not declared to the insurer and not accepted by the insurer in writing;**
- 9. mental disease, disorder or abnormality; being affected by alcohol, drug or controlled medicine, or abuse or misuse of drug;**
- 10. pregnancy, abortion, childbirth, sterility, contraception or sterilization operation; sexually transmitted disease;**
- 11. general physical examination, health maintenance, special nursing care or calmful rest, recuperation, or psychological treatment;**
- 12. injury incurred from drug allergy or other medical treatment;**
- 13. treatment or surgical operation of a tonsil disease, adenoids, hernia or disease of female genital organ; however, the provisions of this liability exclusion clause shall not apply to the emergent treatment or operation which the insured person has to accept immediately for avoiding life danger or permanent injury;**
- 14. the treatment or operation which may, according to the opinions of the insured person's doctor in charge, be reasonably postponed until the insured person comes back to China while the insured person insists on making outside China's territory;**
- 15. the failure to obtain proofs of the hospital or doctor;**
- 16. on the condition that the insured person's purpose of travel is to receive medical treatment or that licensed doctor does not consider it suitable for travel, the insured person still continues the travel;**
- 17. extra expenses for being accommodated in a single or private room of the hospital, clinic or nursing care office, unless the insured person's doctor considers it necessary for the insured person to be accommodated in such a room;**
- 18. if the aiding action of the insurer's authorized rescue institution is delayed or unable to be taken due to strike, war, invasion, armed conflict, civil war, civil disturbance, rebellion, terrorist action, political crisis, riot, commotion, political or administrative interference, radioactive energy or other force majeure cause such as hurricane, flood, earthquake or tsunami, or due to a cause not attributable to the insurer's authorized rescue institution (e.g., the insured person's family or agent is negligent to notify the insurer's authorized rescue institution), the insurer's authorized rescue institution shall not bear any duty of emergency aid;**
- 19. unless particularly stated, the funeral expenses incurred in China.**

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## Article 5 Proof Documents/Claims

**The claimant or the insured person shall submit to the insurer the original copies of the following proofs and documentations, along with the insurance contract and the insurer-prescribed claim form within thirty days as of occurrence of the insurance accident:**

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. the written confirmation of the consent of the insurer or the insurer's authorized rescue institution to the emergent rescue guaranty;
4. formal invoices of the emergent rescue expenses (if applicable);
5. the claimant's identity certificate;
6. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
7. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition.

If the claimant for benefits is unable to provide the following materials due to any particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

## Article 6 Termination of the Attached Contract

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, you has no intention to renew the insurance or we do not accept the renewal of insurance under this Attached Contract;
3. the policy holder applies to us within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of this insurance policy schedule.

## Article 7 Definitions

### **Disease as mentioned in this Attached Contract:**

shall mean the insured person's illness or disease whose symptom arises after the effectiveness date of this Attached Contract or the disease which is not treated or diagnosed prior to the effectiveness date of this Attached Contract, occurs suddenly during the travel, and must be immediately treated in order to avoid bodily or life injury, but shall not be pre-existing condition, chronic disease, mental disease, schizophrenia, AIDS, sexually transmitted disease, hereditary disease, congenital disease or defect, congenital deformity, teeth treatment (except for the indispensable dentistry outpatient treatment caused from an injury accident), preventive operation or any other operation or organ transplant not in need of emergent treatment.

### **Hospitalization as mentioned in this Attached Contract:**

shall mean that the insured person has been hospitalized for more than 24 hours as suggested by the doctor and the hospital charges the sickroom or bed fee.

### **Nurse as mentioned in this Attached Contract:**

shall mean a person of professional nursing care who has passed formal professional nursing care courses, obtained the professional eligibility certificate, and is employed by a local hospital.

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**Outside China's territory as mentioned this Attached Contract:**

shall mean the countries and regions out of the Mainland of China, including Taiwan Province, Hong Kong and Macao Special Administrative Regions.

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For Reference Only

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## Luggage and Personal Belongings Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on "Luggage and Personal Belongings" attached to AXA Travel Insurance Contract (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as the attachment to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If, within the validity period of this Attached Contract, any insured person's personal property (such as luggage, any personal article or personal belonging in the luggage) is lost or accidentally damaged during the travel due to any third party's theft, robbery or attempting theft, or the liability of the carrier or any other third party, and such luggage or article is lawfully owned by the insured person, the insurer will, after deducting the deductible amount (if any), pay the replacement price or the repair expenses, with the payment not exceeding the lowest of the following amounts:

1. all repair expenses arising at the time when the losses occur;
2. the replacement price arising at the time when the losses occur;
3. the sum insured for the insured person under this Contract as specified in the insurance policy schedule.

If, due to a cause as mentioned in the preceding paragraph, the insured person's any personal belonging is damaged and cannot be repaired reasonably and economically, it shall be deemed that such belonging has been lost, and the indemnity amount shall be calculated at the replacement price of such personal belonging to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule. In such case, the ownership of the property shall belong to the insurer after it has made the indemnity.

If the loss or damage occurs when the insured person's property is in the custody or control of the flight / carrier or any third party, the insured person shall first raise his/her claim to the flight/carrier or the third party and then submit a photocopy of the proof on the losses to the insurer.

If the flight/carrier or the third party fails to make full indemnity to the insured person, the insurer will indemnify the balance to the limit of the sum insured for the insured person under this Attached Contract

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as specified in the insurance policy schedule.

If there has been more than one year since the insured person purchased his personal belongings, or the insured person is unable to prove that there has not been more than one year since he purchased his personal belongings, the insurer may, when making the indemnity, make appropriate deductions or repairs on the basis of the extent of their abrasion and depreciation.

**If the insured person voluntarily applies for several kinds of comprehensive insurance for the same travel which is underwritten by the insurer, and has the same benefit in different insurance products, the insurer shall only indemnify the insured person according to the highest sum insured.**

**If the insurance policy schedule specifies the deductible amount, the deductible amount of each piece of article for claim settlement under this Contract shall be the deductible amount under this Contract as specified in the insurance policy schedule, and the insurer shall not be liable for indemnifying the losses lower than the deductible amount.**

With regard to the same insurance accident, the insured person may only apply for indemnity under either "Luggage and Personal Belongings Rider" or "Luggage Delay Rider" (only applicable to the event that the insured person's insurance policy schedule contains such coverage).

#### **Losses of any Article Which Is a Part of a Pair or Set:**

For the losses of an article which is a part of a full set or pair, the insurer will only pay the replacement value of the lost, damaged or stolen piece. The insurer will not pay the replacement value of the full set or pair of articles.

#### **Article 4 Liability Exclusion**

**All the clauses of liability exclusion in the principal contract (if applicable) shall be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not bear any indemnity liability for any losses of the insured person's luggage or personal belonging, which are directly or indirectly incurred from any of the following properties, during any of the following periods or from any of the following causes:**

- 1. losses directly or indirectly caused from the computer problem of the year of 2000;**
- 2. gold or silver, jewel adornments, ornaments, mobile phone, portable computer or Personal Digital Assistant (PDA) except those insured under this Attached Contract as specified in the insurance policy schedule;**
- 3. the loss or damage incurred from the delay, confiscation, requisition or detainment by the Customs or other administrative authority;**
- 4. contact lens, cornea protective membranes and microscope lens (for photographing);**
- 5. the loss or damage of any fragile article such as glass product, crystal product, porcelain, marble product, pottery/earthware, tortoise shell, etc., except the losses incurred from fire, robbery, indoor theft or from an accident occurring to a public conveyance in the transport process;**
- 6. articles or samples used for commercial activities;**
- 7. loss or damage incurred from normal abrasion, tear, depreciation, moth-eating, mouldiness, perishing, erosion, deterioration, light function, or in the process of heating, drying, cleaning, dyeing, replacement or repair, or from scratch, dent, mechanical or electric breakdown, improper use, unsound handwork or design, use of problematic or defective material or technology;**
- 8. loss of cash, treasury notes, bonds, bills, stamps, coupons, land deed, stocks or any other**

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- form of negotiable instruments, travel certificate, debit card (including credit card), postage stamps, manuscript, document, medal or coin;
9. disturbance to the mechanical or electronic system; loss of data recorded on a tape, recording card, disk or other similar device;
  10. the process of any modification, cleaning or repair;
  11. the luggage which is not consigned in the very travel; the loss or damage of any remembrance or article which is sent in advance or separately mailed or transported (such as by shipment);
  12. articles not looked after by the insured person or his companion; any loss with no specific cause or mysterious missing;
  13. animal, plant, food, consumable or fast moving consumer goods;
  14. motor vehicle and the accessories thereof, motorcycle, bicycle and the accessories thereof, vessel, engine and any other form of public conveyance;
  15. an article is stolen because of being placed in a vehicle watched by no one, unless there is an obvious mark of violence;
  16. furniture, antiques, artworks, curios, musical instruments, and equipments of sports such as golf, diving, camping or skiing;
  17. rented equipment;
  18. smuggling, illegal transport or trade;
  19. the article which can work normally or whose normal functions may be resumed after being repaired by the carrier, hotel or any other liable party.

#### **Article 5 The insured person's Obligations**

1. The insured person shall appropriately manage his own luggage and other personal articles in the trip. If any luggage or personal article insured under this Contract is lost or damaged, such insured person must immediately take measures to search, protect or remedy the luggage or article, so as to mitigate the losses to a minimum extent. After knowing the loss or damage, the insured person shall immediately report to the relevant hotel's or the carrier's management department, and shall get the department's written proof within 24 hours after knowing the loss or damage;
2. and shall, within 24 hours after any theft or robbery occurs, report to the police or other relevant authority, and obtain the relevant written proof;
3. if a lost, stolen or robbed article is found or returned, or the indemnity of any third party has been received, the insured person shall refund the obtained benefits to the insurer.

#### **Article 6 Proof Documents/Claims**

If the losses of any personal belonging within the insurance liability are to be indemnified by a third party, the relevant insured person shall claim against the third party. The insurer may make indemnity pursuant to this Attached Contract on the basis of the insured person's written claim for indemnity, provided that the insured person must assign the right of recourse against the third person to the insurer, and assist the insurer in making recourse against the third person.

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claim proofs, and submit them along with the insurance contract and the insurer-prescribed claim form to the insurer within thirty days as of the end of the trip:

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. the original invoices of the lost or damaged articles;
4. the written proof document issued by the relevant department or the police;
5. the claimant's identity certificate;

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6. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
  7. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
  8. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant for benefits is unable to provide the following materials due to any particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

#### **Article 7 Miscellaneous**

If a lost, stolen or robbed article is found or returned, or the indemnity of any third party has been received, the insured person shall refund the obtained benefits to the insurer.

#### **Article 8 Subrogation Right**

The insurer may, after paying the indemnity to the insured person, exercise the insured person's right of claim against the third person by subrogation within the amount of the indemnity, while the insured person shall assist the insurer in exercising such right, with the expenses to be borne by the insurer.

#### **Article 9 Termination of the Attached Contract**

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

#### **Article 10 Definitions**

##### **Accident as mentioned in this Attached Contract**

shall mean an unforeseeable event caused unintentionally.

##### **Portable computer as mentioned in this Attached Contract**

shall mean a portable computer, a laptop or tablet computer.

##### **Replacement price as mentioned in this Attached Contract**

shall mean the market price of the personal belonging when it incurs losses or damages, provided that the abrasion and depreciation must be deducted.

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## **Luggage Delay Rider To AXA Travel Insurance**

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### **Article 1 Conclusion and Constitution of the Attached Contract**

The contract on "Luggage Delay" attached to AXA Travel Insurance Contract (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as the attachment to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### **Article 2 Effectiveness of this Attached Contract**

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### **Article 3 Insurance Liability**

If, within the validity period of this Attached Contract, the consigned luggage kept in custody by the carrier of a public conveyance that the insured person takes fails to arrive at the time specified in the insurance policy schedule after the insured person has arrived at the scheduled destination during the travel, the insurer shall make indemnity to the insured person to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule.

**If, however, the insured person received any indemnity under "Luggage and Personal Belongings Rider" due to the same cause, the insurer shall no longer pay the benefits under this Attached Contract.**

### **Article 4 Liability Exclusion**

**All the clauses of liability exclusion in the principal contract (if applicable) shall be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not bear any indemnity liability for the luggage delay directly or indirectly due to any of the following causes:**

- 1. the luggage consigned by the insured person is confiscated, detained, separated, inspected or destroyed by the customs or other government department;**
- 2. the insured person fails to, after arriving at the scheduled destination, notify the luggage delay to the carrier of the public conveyance and to obtain the written proof on the number of hours of the luggage delay;**

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3. the luggage or article not consigned in that travel;
  4. the insured person has his luggage taken lien by the carrier of the public public conveyance or the agent of the said carrier;

#### **Article 5 Proof Documents/Claims**

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claiming documents, and submit them along with the insurer-prescribed claim form to the insurer within thirty days as of the end of the travel:

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. the written proof issued by the carrier or its agent on the time and cause of the delay;
4. the claimant's identity certificate;
5. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
6. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
7. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant for benefits is unable to provide the following materials due to any particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

#### **Article 6 Termination of the Attached Contract**

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

#### **Article 7 Definitions**

##### **Public conveyance as mentioned in this Attached Contract:**

shall mean a ship that holds a public traffic business license lawfully issued by a relevant government authority and lawfully carries passengers by charging fees, an airline company running fixed flights or a fixed-wing airline run by an air charter service company, or a helicopter run by an airline company and flying for business purpose between two fixed commercial airports or between commercial heliports having their business licenses.

Any of the above listed public conveyance shall not, if used for a purpose other than public transport, be defined as a public conveyance under this Attached Contract.

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## Personal Properties and Travel Certificate Loss Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on " the Loss of Personal Properties or Travel Certificate" attached to AXA Travel Insurance (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder to the principal contract. This Attached Contract is formed as attachment to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If any insured item under this insurance liability clause is not specified in the insurance policy schedule or the notes, the insurance liability for such insured item shall not be effective.

#### 1. Benefits for Loss of Personal Properties

If, within the validity period of this Attached Contract, any insured person loses any cash, travel check or draft during the travel due to any of the following circumstances, the insurer shall, after deducting the deductible amount (if any), indemnify the insured person's actual property loss to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule:

- 1) the money deposited by the insured at the checked-in hotel in the safe box locked up by the hotel has been stolen, and the insured has obtained the hotel management department's written certificate on the loss;
- 2) the money brought by the insured is stolen or robbed, while the insured reports to the local police within 24 hours after finding the theft or robbery, and has obtained a written report from the police.

If the insurance policy schedule specifies the deductible amount, the deductible amount in each claim settlement event under this Attached Contract shall be the deductible amount under this Attached Contract, and the insurer shall not be liable for indemnifying the losses lower than the deductible amount.

#### 2. Benefits for Loss of Travel Certificate

If, within the validity period of this Attached Contract, any insured person's passport, travel instrument or other travel certificate is lost during the travel due to robbery or theft, and he has reported to the local

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police within 24 hours as of knowing the theft or robbery and has obtained the written police report, the insurer shall, after deducting the deductible amount (if any), indemnify the expenses paid by the insured person for reapplying for the passport, travel instrument or other travel certificate for the travel, as well as the extra reasonable and necessary traffic expenses and hotel lodging expenses paid by the insured person for reapplying for his passport, travel instrument or other travel certificate, with the indemnity amount to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule.

If the insurance policy schedule specifies the deductible amount, the deductible amount in each claim settlement event under this Attached Contract shall be the deductible amount under this Attached Contract, and the insurer shall not be liable for indemnifying the losses lower than the deductible amount.

#### **Article 4 Liability Exclusion**

**All the clauses of liability exclusion in the principal contract (if applicable) shall be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not bear any indemnity liability for the following losses or the losses incurred by any insured person from any of the following causes:**

1. any value change caused from omission, negligence, exchange or devaluation, etc.;
2. losses of any credit card, membership card, debit card or any other type of cash other than the cash, travel check or draft specified in the insurance liability clause;
3. the failure to, after the travel check is lost, timely report the loss to the issuing bank's local branch or agency;
4. the failure to, within 24 hours after occurrence of the losses, report to the police or hotel according to the insurance liability provisions and obtain the written proof of the police or hotel;
5. any expenses incurred from reapplying for the travel certificate or visa unnecessary for that travel;
6. loss or theft incurred from no watch or from the negligence of the insured person or his companion; any loss without a clear cause;
7. the losses incurred during the custody period of the travel certificate delivered by insured person to the tour guide or leader of the travel agency for custody;
8. smuggling, illegal trade or transport; the losses or damages incurred from the delay, confiscation or detainment by the Customs or other official institution;
9. any indemnity that has been obtained from the hotel or other third party. If, without the insurer's consent, the insured person waives the right to claim against the third party regarding the personal liability, or the loss or damage of the property, the insurer will reject the claim.

#### **Article 5 The insured person's Obligations**

The insured person shall appropriately manage his own personal properties and travel certificate during the travel. If an insurance accident under this Attached Contract occurs, the insured person must immediately take searching measures, report to the hotel or the local police according to **the insurance** liability provisions within 24 hours as of knowing the insurance accident and obtain the written proof of the hotel or the local police.

#### **Article 6 Proof Documents/Claims**

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claiming documents, and submit them along with the insurance

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contract and the insurer-prescribed claim form to the insurer within thirty days as of the end of the trip:

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. providing the written proof of the hotel's management department, the police or the relevant authority;
4. original copies of the invoices or receipts of the expenses for reapplying for the passport, travel instrument and other travel certificate;
5. original copies of the invoices or receipts of the extra travel expenses and hotel lodging expenses for reapplying for the passport, travel instrument and other travel certificate;
6. the claimant's identity certificate;
7. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
8. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
9. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant for benefits is unable to provide the following materials due to any particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

If the insured person may get indemnity from the hotel or from any other third party, the insurer shall only be liable for indemnifying the remaining portion to the limit of the sum insured for the insured person under this Attached Contract. If lost property is returned, the insured person shall immediately notify the insurer and return the obtained benefits to the insurer.

#### **Article 7 Termination of the Attached Contract**

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

#### **Article 8 Definitions**

##### **Travel instrument as mentioned in this Attached Contract:**

shall mean the passenger train ticket, passenger ship ticket and air ticket owned but not yet used by the insured person during the travel.

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## Credit Card Loss Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on "Credit Card Loss" attached to AXA Travel Insurance Contract (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as attachment to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If, within the validity period of this Attached Contract, any insured person incurs any economic losses from unauthorized use of his credit card during his travel outside China's territory due to theft, robbery, seizure or loss of his credit card, the insurer shall, after deducting the deductible amount (if any), indemnify the insured person's actual money losses to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule.

If the insurance policy schedule specifies the deductible amount, the deductible amount in each claim settlement event under this Attached Contract shall be the deductible amount under this Attached Contract, and the insurer shall not be liable for indemnifying the losses lower than the deductible amount.

### Article 4 Liability Exclusion

**All the clauses of liability exclusion in the principal contract (if applicable) shall be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not bear any indemnity liability for the following losses or the losses incurred by any insured person from any of the following causes:**

- 1. the insured person incurs unauthorized use of his credit card in the trip returning to China due to the theft, robbery, seizure or loss of his credit card;**
- 2. after the credit card is stolen, robbed or lost, the insured person fails to report the loss to the issuing bank within 6 hours after the insurance accident occurs;**
- 3. there is no proof of losses issued by the credit card issuing bank;**

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4. the holder of the stolen, robbed, seized or lost credit card is a minor of less than 18 full years;
  5. the credit card that is used without authorization has a transaction password and/or cash withdrawing password before the insurance accident occurs;
  6. any indemnity obtained from a bank or a third party. If, without the insurer's consent, the insured person waives the right to claim against the third party, the insurer will reject the claim.

#### Article 5 The insured person's Obligations

The insured person shall appropriately manage his own credit card during the travel. If an insurance accident under this Attached Contract occurs, the relevant insured person must immediately take searching measures, report the loss to the issuing bank **within six hours as of occurrence of the insurance accident** and obtain the issuing bank's written proof.

#### Article 6 Proof Documents/Claims

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claiming documents, and submit them along with the insurance contract and the insurer-prescribed claim form to the insurer within thirty days as of the end of the trip:

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. the police proof (in the event that the credit card is stolen, robbed or seized);
4. the written proof of the credit card issuing bank on loss of the credit card and the amount spent by unauthorized use (the time of reporting loss shall be specified);
5. the credit card issuing bank's written proof on the portion among the losses incurred from the loss or unauthorized use of the credit card, which the bank or the insurance contained in the credit card (if any) is not liable for indemnifying;
6. the claimant's identity certificate;
7. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
8. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
9. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the insured person may get indemnity from the bank or any other third party, the insurer shall only be liable for indemnifying the remaining portion to the limit of the sum insured for the insured person under this Attached Contract. If lost property is returned, the insured person shall immediately notify the insurer and return the obtained benefits to the insurer.

If the claimant is unable to provide the above materials due to a particular cause, he shall provide other lawful and effective materials. **If the claimant fails to provide relevant materials, and thus the insurer is unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the unverifiable portion.**

#### Article 7 Termination of the Attached Contract

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;

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3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
  4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

#### **Article 8 Definitions**

**Outside China's territory as mentioned in this Attached Contract:**

shall mean the countries and regions out of the Mainland of China, including Taiwan Province, Hong Kong and Macao Special Administrative Regions.

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## Personal Liability Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on " Personal Liability in Travel" attached to AXA Travel Insurance (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as attachment to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If, within the validity period of this Attached Contract, any insured person causes death, bodily injury or property loss to a third party during the travel due to an accident, and shall lawfully bear indemnity liability to the third party (who shall not be any person having a fostering, supporting or maintaining relationship with the insured person), the insurer shall, to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, fill up the indemnity amount that the insured person has actually paid.

If, after an insured accident occurs the insured person applies for arbitration or brings a lawsuit due to the insured accident, the insurer shall also be liable for, pursuant to this Insurance Contract, indemnifying the insured person's payable arbitration and litigation costs as well as other necessary reasonable expenses to be paid upon the insurer's prior written consent (hereinafter referred to as "legal costs").

When the insurance period is one year, the corresponding sum insured for the insured person's personal liability under this Attached Contract shall be applicable to the whole insurance period.

### Article 4 Liability Exclusion

**All the clauses of liability exclusion in the principal contract (if applicable) shall be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

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The insurer shall not be liable in any way for indemnifying any personal liability to be borne by any insured person due to any of the following causes:

1. the insured person performs the employer duties, contractual duties or the duties to the insured person's family member;
2. the liability caused from an animal owned by the insured person or under his supervision or control; the property owned by the insured person, the insured person's family member or lineal relative or any employee, or the property under his supervision or control; any damage or injury incurred from the body or property of the insured person's lineal relative, employer or employee, or the property under his supervision or control;
3. any damage or injury incurred from the insured person's intentional, malicious, deliberate, illegal, criminal or illegitimate act;
4. consequences incurred from the insured person's failure to perform his own contractual obligations;
5. trade, commercial or occupational act;
6. using (not temporarily residing in) or owning any land or house;
7. owning, using or driving any maritime, overland or aerial motor or non-motor public conveyance;
8. the insured person takes part in a horse race, automobile race, any form of winter sport or contest or uses a weapon;
9. any punitive, aggravated, admonishing indemnity decided by the court, and the legal costs, fine, penalty or similar indemnity incurred from any criminal lawsuit;
10. the insured person is affected by drug or doping;
11. spread of any disease;
12. the insured person bears any liability without the insurer's consent;
13. the first-instance judgment or ruling not rendered by or obtained from a court having jurisdictional power in China; or the compulsory enforcement of the judgment or ruling out of the Mainland of China irrespective of whether there is any reciprocal treaty;

#### **Article 5 The insured person's Obligations**

Without the insurer's written permission, the insured person shall not actively suggest or promise any payment or acknowledge any liability to the third party. If an insured accident occurs within the validity period of this Contract, the insured person shall notify the insurer as soon as possible. If the insurer incurs any damage due to the insured person's failure to give the notice in time, the insured person shall bear corresponding liability for indemnity.

The insurer shall have the right to refute or pay the indemnity either by himself or in the name of a relevant insured person. The insurer shall have the right to, at its own costs, claim against other relevant parties for indemnities for maintaining his own interests. The insured person shall be obligated to assist the insurer in investigating or implementing any claim settlement. When the insured person is aware of the possibility of a lawsuit or arbitration, he shall immediately notify the insurer in writing; and shall, after receipt of the court's summons or other legal document, deliver the counterpart to the insurer in time. The insurer shall have the right to, in the name of the insured person, deal with the relevant litigation or arbitration matters, while the insured person shall provide relevant documents and necessary assistances.

The insurer shall not be liable for indemnifying the losses enlarged due to failure to timely provide the above notice or necessary assistances.

#### **Article 6 Proof Documents/Claims**

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claiming documents, and submit them along with the insurance contract and the insurer-prescribed claim form to the insurer within thirty days as of returning to his daily residence or daily work place:

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1. the identity certificate of the insured;
  2. proof document on the travel of the insured person;
  3. written report on the accident;
  4. photocopy of the police's report (if applicable);
  5. testimonies of witnesses;
  6. photos of the scene;
  7. statement of claim, court summons (if applicable);
  8. judgment, ruling or conciliation letter (if applicable);
  9. indemnity agreement (if applicable);
  10. proof of indemnity payment(if the insurer pays the indemnity directly to a third party, no proof of indemnity payment needs to be provided);
  11. the claimant's identity certificate;
  12. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
  13. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
  14. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant for benefits is unable to provide the following materials due to any particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

#### **Article 7 Termination of the Attached Contract**

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

#### **Article 8 Definitions**

##### **Accident as mentioned in this Attached Contract:**

shall mean an unforeseeable event caused unintentionally.

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## Travel Delay Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on "Travel Delay" attached to AXA Travel Insurance (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as attachment to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

The Company shall pay indemnity to the Insured Person up to the limit applicable to such Insured Person under the Rider as stated in the Schedule in the event that the Common Carrier by which the Insured Person has arranged to travel is delayed up to a length of time stated in the Schedule due to inclement weather, natural disaster, mechanic breakdown, strike, hijack or slowing down, temporary protest by the employees of other air and sea carriers, Terrorist Action, air traffic control, or Over-selling of Tickets by the airline during the Insured travel while this Rider is in force.

The period of delay will be the longer of: 1) time between the original scheduled departure time of the Common Carrier and the revised departure time of the first available Alternative Transportation; or 2) time between the original arrival time and the time of the actual arrival of the Insured Person at the planned destination by the Alternative Transportation.

### Article 4 Liability Exclusion

**All the clauses of liability exclusion in the principal contract (if applicable) shall be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not bear any indemnity liability for the delay of any insured person's trip, which results directly or indirectly from any of the following causes:**

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1. the insured person fails to make registration as per the predetermined itinerary, or fails to obtain the written proof on delayed hours and the cause of delay from the carrier of the public conveyance which he planned to take;
  2. the insured person fails to, after fulfilling registration, be punctually boarded on the public conveyance which he planned to take (unless he fails to be boarded due to an insured accident);
  3. the delay is caused from the travel agency's negligence or fault;
  4. the insured person fails to be boarded on the earliest convenient substitutive public conveyance arranged by the carrier of the public conveyance which he planned to take;
  5. the insured person has, when booking the public conveyance for the trip, known the existing circumstances or conditions possible to lead to delay of the trip, including but not limited to any strike or other workers' protest declared or occurring at that moment, and any severe weather or natural disaster occurring at that moment.

#### **Article 5 Proof Documents/Claims**

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claiming documents, and submit them along with the insurer-prescribed claim form to the insurer within thirty days as of the end of the travel:

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. the written proof issued by the carrier or its agent on the time and cause of the delay;
4. the claimant's identity certificate;
5. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
6. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
7. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant for benefits is unable to provide the following materials due to any particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

#### **Article 6 Termination of the Attached Contract**

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

#### **Article 7 Definitions**

##### **Public conveyance as mentioned in this Attached Contract:**

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shall mean a ship that holds a public traffic business license lawfully issued by a relevant government authority and lawfully carries passengers by charging fees, an airline company running fixed flights or a fixed-wing airline run by an air charter service company, a helicopter run by an airline company and flying between two fixed commercial airports or between two commercial heliports holding the business licenses. Any of the above listed public conveyance shall not, if used for a purpose other than public transport, be defined as a public conveyance under this Attached Contract.

**Substitutive public conveyance as mentioned in this Attached Contract:**

shall mean any of the above mentioned public public conveyance, or a bus, long-distance bus, taxi (which shall not be a motor vehicle of less than four wheels), ferry, hovercraft, hydrofoil, train, trolley car, rail train (which may be subway, light rail and maglev train) that holds a public traffic business license lawfully issued by a competent government authority and lawfully carries passengers by charging fees, or any fixed airport bus operated as per the fixed route and timetable. Any of the above listed public conveyance shall not, if used for a purpose other than public transport, not be defined as a public public conveyance under this Contract.

**Airline company's overbooked flights as mentioned in this Attached Contract:**

shall mean the event that the number of air tickets sold by the airline company is higher than the actual number of seats, and thus the insured person is unable to take the airplane which he planned to take, but has to take the earliest substitutive flight arranged by the airplane carrier.

**Terrorist act as mentioned in this Attached Contract:**

shall mean any act declaring or not declaring the purpose of obtaining economic, racial, nationalism, political, ethnic or religious benefits, irrespective whether such benefits are announced, which is committed against any natural person, property or government by actual or threatening use of force or violence, and which directly results in or leads to the damage, injury, danger or destruction thereof, or endangers human life or property. Robbery or any other crime mainly aiming at personal benefits, or any crime mainly caused from the previous personal relationship between the aggrieved party and the inflictor shall not be deemed as terrorist act. Terrorist acts shall include any action proven or ascertained by the government of that country as terrorist act.

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## Travel Cancellation Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on "Travel Cancellation" attached to AXA Travel Insurance (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as attachment to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If, within the validity period of this Attached Contract, the insured person needs to cancel the travel due to any of the following accidents, the insurer shall, to the limit of the sum insured under this Attached Contract as specified in the insurance policy schedule, indemnify the insured person's all prepaid, not actually used but unrefundable travel expenses incurred from cancellation of the trip:

1. the insured person or a certain special person dies; or the insured person or the accompanying traveler incurs a serious bodily injury; or
2. within seven days before he sets out for the travel, the travel destination is in the event of riot, strike of employees of the carrier of the public conveyance, severe weather, natural disaster or sudden epidemic disease.

The insurer will compensate for the following losses:

1. the prepaid, not actually used but unrefundable travel expenses in case of cancellation of the travel and accommodation; or
2. the cancellation fee charged by the insured person's travel agency.

### Article 4 Liability Exclusion

**All liability exclusion clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not bear any indemnity liability for any losses incurred by the insured person directly or indirectly from the following causes:**

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1. pre-existing condition or the insured person's previous health conditions not declared to the insurer and not accepted by the insurer in writing;
  2. any refunded or indemnified expenses that may, under any other insurance plan, be obtained from the government, hotel, airline company, travel agency or other travel service institution;
  3. the losses incurred from government provisions, or the inability to travel normally as planned due to the fault, negligence or bankruptcy of the travel service institution and / or the carrier of the public public conveyance;
  4. the insured person is unwilling to travel or is prevented by economic cause from traveling;
  5. any illegal act or crime;
  6. the travel needs to be cancelled due to the failure to timely notify the travel agency, tour guide, carrier or hotel;
  7. the insured person's purpose of the travel is to receive medical treatment or such travel violates the doctor's advice;
  8. the information or conditions which might lead to cancellation of the trip and which has been known or existing when the insured person books the hotel or public public conveyance or pays other expenses for his travel, including but not limited to any strike or other workers' protest declared or occurring at that moment, and any natural disaster occurring at that moment or any sudden epidemic disease that has been declared at the destination of the travel;
  9. security deposit for any training, meeting, study course or any similar activity.

#### Article 5 Proof Documents/Claims

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claiming documents, and submit them along with the insurance contract and the insurer-prescribed claim form to the insurer within thirty days as of cancellation of the travel:

1. the identity certificate of the insured;
2. the proof document on the travel of the insured person;
3. the proof documents on the insurance accident which clearly causes the trip to be cancelled;
4. the proof documents on the extra expenditures or the inability to have the expenses refunded;
5. the claimant's identity certificate;
6. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
7. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
8. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant for benefits is unable to provide the following materials due to any particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

#### Article 6 Termination of the Attached Contract

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;

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4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

#### **Article 7 Definitions**

##### **Special persons as mentioned in this Attached Contract:**

shall mean the insured person's lineal relative, the insured person's commercial partner directly related to the travel purpose and in close contact with the insured person, or the insured person's travel companion.

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For Reference Only

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## Travel Curtailment Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on "Travel Curtailment" attached to AXA Travel Insurance (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as attachment to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If, within the validity period of this Attached Contract, any insured person is unable to, during the travel, continue the travel due to any of the following circumstances and has to return to his daily residence or daily work place, the insurer shall, after deducting the deductible amount (if any), indemnify the actually unused but unrefundable travel expenses in the travel to the insured person to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule:

1. within the validity period of the insured person's travel or vehicle ticket, the insured person or any special person as his travel companion meets with an accidental injury or disease and is therefore unable to finish the planned travel, and a licensed doctor issues a written document to prove that the insured person or his companion is unsuitable to continue the travel;
2. the insured person's lineal relative whose daily residence is inside China's territory dies accidentally, meets with a heavy accidental injury or has a disease, and thus the insured person has to go back to his domicile at the daily residence;
3. any punctual public traffic service is cancelled or curtailed due to strike, riot, commotion, abduction, natural disaster or severe weather that are not warned of in advance;
4. the insured person's passport or travel certificate is stolen;
5. the predetermined itinerary is unable to be continued since a natural disaster or epidemic disease suddenly occurs at the travel destination.

The insurer will compensate for the following losses:

1. unrefundable travel instruments or travel fees not yet used; or
2. Unrefundable prepaid fees for unused lodging.

If the insurance policy schedule specifies the deductible amount, the deductible amount in each claim settlement event under this Attached Contract shall be the deductible amount under this Attached

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Contract, and the insurer shall not be liable for indemnifying the losses lower than the deductible amount.

#### Article 4 Exclusion

All the clauses of liability exclusion in the principal contract (if applicable) shall be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.

The insurer shall not bear any indemnity liability for the insured person's any losses directly or indirectly incurred from any of the following causes:

1. pre-existing condition or the insured person's previous health conditions not declared to the insurer and not accepted by the insurer in writing;
2. any refunded or indemnified expenses that may, under any other insurance plan, be obtained from a government project, hotel, airline company, travel agency or any other travel service institution;
3. the losses incurred from government provisions, or the inability to travel normally as planned due to the fault, negligence or bankruptcy of the travel service institution and/or the carrier of the public conveyance;
4. the insured person is unwilling to travel or is prevented by economic cause from traveling;
5. any crime;
6. the travel needs to be cancelled or curtailed due to the failure to timely notify the travel agency, tour guide, carrier or hotel;
7. the insured person has, before purchasing the travel insurance, known the existing circumstances or conditions possible to cause the travel to be curtailed or cancelled;
8. on the condition that the insured person's purpose of travel is to receive medical treatment or that licensed doctor does not consider it suitable for travel, the insured person still continues the travel;
9. the insured person has, when booking the hotel or public conveyance or paying other fees for the trip, known the existing circumstances or conditions possible to cause cancellation of the trip, including but not limited to any strike or other workers' protest declared or occurring at that moment, and any natural disaster occurring at that moment or any sudden epidemic disease that has been declared at the destination of the travel.

#### Article 5 Proof Documents/Claims

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claiming documents, and submit them along with the insurance contract and the insurer-prescribed claim form to the insurer within thirty days after returning to the daily residence or daily work place:

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. proof documents on the insured accident which clearly causes the travel to be curtailed;
4. proof documents on extra expenditures or unrefundable expenses;
5. the claimant's identity certificate;
6. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
7. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
8. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant for benefits is unable to provide the following materials due to any particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

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## Article 6 Termination of the Attached Contract

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

## Article 7 Definitions

### Disease as mentioned in this Attached Contract:

shall mean the insured person's illness or disease whose symptom arises after the effectiveness date of this Attached Contract or the disease which is not treated or diagnosed prior to the effectiveness date of this Attached Contract, occurs suddenly during the travel, and must be immediately treated in order to avoid bodily or life injury, but shall not be pre-existing condition, chronic disease, mental disease, schizophrenia, AIDS, sexually transmitted disease, hereditary disease, congenital disease or defect, congenital deformity, teeth treatment (except for the indispensable dentistry outpatient treatment caused from an injury accident), preventive operation or any other operation or organ transplant not in need of emergent treatment.

### Public conveyance as mentioned in this Attached Contract:

shall mean a bus, long-distance bus, taxi (only limited to four-wheel motor vehicles), ferry, hovercraft, hydrofoil, ship, train, trolley car, rail train (which may be subway, light rail and maglev train) that holds a public traffic business license lawfully issued by a competent government authority and lawfully carries passengers by charging fees, an airline company running fixed flights or a fixed-wing airline run by an air charter service company, a helicopter run by an airline company and flying between two fixed commercial airports or between two commercial heliports holding the business licenses, or any fixed airport bus operated as per the fixed route and timetable.

Any of the above listed public conveyance shall not, if used for a purpose other than public transport, be defined as a public conveyance under this Attached Contract.

### Special persons as mentioned in this Attached Contract:

shall mean the insured person's lineal relative, the insured person's commercial partner directly related to the travel purpose and in close contact with the insured person, or the insured person's travel companion.

### Travel instrument as mentioned in this Attached Contract:

shall mean the passenger train ticket, passenger ship ticket and air ticket owned but not yet used by the insured person during the travel.

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## Household Properties Protection Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on " Household Properties Protection" attached to AXA Travel Insurance Contract (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed when attached to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If, within the validity period of this Attached Contract, any insured person's indoor household properties at his habitual residence inside China's territory incur losses or damages from a fire during the travel, the insurer will, after deducting the deductible amount (if any), pay the replacement price or repair expenses, with the payment not exceeding the lowest of the following amounts:

1. all repair expenses arising at the time when the losses occur;
2. the replacement price arising at the time when the losses occur;
3. the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule.

If, due to the above cause, the insured person's any household property is damaged or cannot be repaired reasonably and economically, it shall be deemed that such article has been lost, and the indemnity amount shall be counted as the replacement price of the article to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule.

If there has been more than one year since the insured person purchased the household properties, or the insured person is unable to prove that there has been not more than one year since he purchased the household properties, the insurer may, when making the indemnity, make proper deductions on the basis of the abrasion and depreciation or make the repair. **If the insured person voluntarily applies for several kinds of insurance for the same household property which is underwritten by the insurer, and has the same benefit in different insurance products, the insurer shall only indemnify the insured person according to the highest sum insured.**

**The deductible amount of each piece of article for claim settlement under this Attached Contract shall be the deductible amount under this Attached Contract as specified in the insurance policy**

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**schedule, and the insurer shall not be liable for indemnifying the losses lower than the deductible amount.**

If the insured person's household property losses may be indemnified by any third party, the insurer shall only be liable for filling up the remaining portion.

**Losses of any Article Which Is a Part of a Pair or Set:**

For the losses of an article which is a part of a full set or pair, the insurer will only pay the replacement value of the lost, damaged or stolen piece. The insurer will not pay the replacement value of the full set or pair of articles.

**Article 4 Liability Exclusion**

**All the clauses of liability exclusion in the principal contract (if applicable) shall be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not bear any indemnity liability for the insured person's household property losses directly or indirectly incurred from any of the following properties, during any of the following periods, or from any of the following causes:**

1. self-damage of electric motor, appliance or equipment, which is caused from over use, over voltage, short circuit, open circuit, arc spark, electricity leak, self-heating or baking, etc.;
2. any losses or damages incurred from the insured person's malicious or conniving act;
3. gold or silver, jewel adornments and other properties unable to be valued;
4. antique, ornament, camera, mobile phone, portable computer or Personal Digital Assistant (PDA);
5. any indirect losses or damages;
6. loss or damage of any seal, document, account book, technical documentation or chart;
7. loss of data recorded on a tape, recording card, disk or other similar device;
8. articles or samples used for commercial or professional activities;
9. damage incurred from the defect or poor custody of the insured property; loss or damage incurred from normal abrasion, tear, depreciation, moth-eating, mouldiness, perishing, erosion, deterioration, light function, or in the process of heating, drying, cleaning, dyeing, replacement or repair, or from scratch, dent, mechanical or electric breakdown, improper use, unsound handwork or design, use of problematic or defective material or technology;
10. loss of cash, treasury notes, postage stamps, bills, tax stamps, coupons, land deed, stocks, travel certificate, debit card (including credit card);
11. animal, plant or food;
12. automobile (and the accessories thereof), motorcycle, vessel, bicycle, other motor or non-motor public conveyance;
13. no one lives in the insured person's habitual residence inside China's territory thirty days or longer prior to the commencement of the travel.

**Article 5 The insured person's Obligations**

1. the insured person shall take reasonable preventive measures against his habitual residence inside China's territory so as to minimize the risks;
2. the insured person must, within 24 hours after the end of the travel, report to the police or other relevant authority, and obtain the relevant written proof.

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## Article 6 Proof Documents/Claims

If the losses with any household property are to be indemnified by a third party, the relevant insured person shall claim against the third party. If the third party fails to make full indemnity to the insured person, the insurer will, upon the insured person's written claim, indemnify the balance to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule.

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claim proofs, and submit them along with the insurance contract and the insurer-prescribed claim form to the insurer within thirty days as of the end of the trip:

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. list of property losses and original shopping invoices;
4. written proof documents issued by the police, the fire prevention department or other relevant department;
5. the claimant's identity certificate;
6. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
7. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
8. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

## Article 7 Miscellaneous

If, when an insurance accident occurs, other insurance also insures the same benefits for the same insured property, the insurer shall bear the indemnity liability only at the proportion of the sum insured under this Attached Contract to the total sum insured irrespective of whether the insurance is applied for by the insured person or someone else.

If a lost, stolen or robbed article is found or returned, or the indemnity of any third party has been received, the insured person shall refund the obtained benefits to the insurer.

## Article 8 Subrogation Right

The insurer may, after paying the indemnity to the insured person, exercise the insured person's right of claim against the third person by subrogation within the amount of the indemnity, while the insured person shall assist the insurer in exercising such right, with the expenses to be borne by the insurer.

## Article 9 Termination of the Attached Contract

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

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## Article 10 Definitions

### **Household properties as mentioned in this Attached Contract:**

shall mean the articles which belong to the insured person and / or his family or to the domestic nursery maid who lives together with the insured person for long, or for which the insured person is legally liable, and which are deposited at the insured person's habitual residence, including precious articles and personal belongings.

### **Family as mentioned in this Attached Contract**

shall mean the lineal family members who live together with the insured person permanently, including spouse, children and parents.

### **Precious articles as mentioned in this Attached Contract**

shall mean jewels, gold or silver articles or other precious metals, wristwatches, fur, cameras, binoculars, antiques, artworks, stamps, coins or medals.

### **Replacement price as mentioned in this Attached Contract:**

shall mean the market price of the indoor household property when it incurs losses or damages, provided that the abrasion and depreciation must be deducted.

### **Habitual residence as mentioned in this Attached Contract:**

shall mean the residence where the insured person has lived consecutively for three months or more since he left his domicile and begun the travel.

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## **Emergent Mobile Phone Expenses Rider To AXA Travel Insurance**

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### **Article 1 Conclusion and Constitution of the Attached Contract**

The contract on "Emergent Mobile Phone Expenses" attached to AXA Travel Insurance Contract (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as attachment to the principal contract, and the clauses of the principal contract shall also be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### **Article 2 Effectiveness of this Attached Contract**

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### **Article 3 Insurance Liability**

If, within the validity period of this Attached Contract, any insured person meets with an insurance accident during the travel under the insurance liability of "AXA Personal Accident Travel Insurance" or "Medical and Related Expenses Rider" to AXA Travel Insurance Contract, the insurer will compensate for the insured person's paid mobile phone bills incurred during the medical rescue/emergent treatment from contacting AXA's travel aid or medical service institution or from notifying his relatives and relevant persons to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule.

### **Article 4 Liability Exclusion**

**All liability exclusion clauses in the principal contract shall be applicable to this Attached Contract (if applicable). If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not be liable for indemnifying any expenses incurred during any of the following periods or from any of the following causes:**

**any expenses incurred from use of fixed telephone, public telephone or prepaid calling card.**

### **Article 5 Proof Documents/Claims**

The insured person shall, when claiming against the insurer, provide the original copies of the following

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proofs and documentations as the claiming documents, and submit them along with the insurance contract and the insurer-prescribed claim form to the insurer within thirty days as of the end of the trip:

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. detailed bills of mobile phone fees;
4. invoices of mobile phone fees;
5. the claimant's identity certificate;
6. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
7. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
8. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant for benefits is unable to provide the following materials due to any particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

#### **Article 6 Termination of the Attached Contract**

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

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## Sports Equipment Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on "Sports Equipment" attached to AXA Travel Insurance Contract (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as attachment to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If, within the validity period of this Attached Contract, any insured person loses or accidentally damages the insured person's sports equipment during the travel due to any third party's theft, robbery or attempting theft, or the liability of the carrier or any third party, and such sports equipment is lawfully owned by the insured person (not rented, borrowed or in entrusted custody), the insurer will, after deducting the deductible amount (if any), to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, pay the following expenses:

1. the replacement price or repair expenses at the time when the losses occur (whichever is lower);
2. the expenses actually paid by the insured person for reasonably renting the substitutive sports equipment after his own sports equipment is damaged or lost.

If there has been more than one year since the insured person purchased the sports equipments, or the insured person is unable to prove that there has not been more than one year since he purchased his sports equipments, the insurer may, when making the indemnity, make proper deductions or make the repair on the basis of the abrasion and depreciation.

**If the insured person is willing to, for the same trip, apply for several kinds of multi-cover insurance which is underwritten by the insurer and has the same benefits in different insurance products, the insurer will only make indemnity according to the highest sum insured.**

**If the insurance policy schedule specifies the deductible amount, the deductible amount of each piece of article for claim settlement under this Attached Contract shall be as what is under this Attached Contract which is specified in the insurance policy schedule, and the insurer shall not be liable for indemnifying the portion of losses lower than the deductible amount.**

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With regard to the same insurance accident, the insured person may only apply for one item of indemnity among " Sports Equipment Rider", "Luggage and Personal Belongings Rider", "Luggage Delay Rider" and "Golf Utensils Rider" (only applicable to the event that the insured person's insurance policy schedule contains such insurance).

#### **Losses of any Article Which Is a Part of a Pair or Set:**

For the losses of an article which is a part of a full set or pair, the insurer will only pay the replacement value of the lost, damaged or stolen piece. The insurer will not pay the replacement value of the full set or pair of articles.

#### **Article 4 Liability Exclusion**

All the clauses of liability exclusion in the principal contract (if applicable) shall be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.

The insurer shall not bear any indemnity liability for the insured person's sports equipment losses directly or indirectly incurred from any of the following sports equipment, during any of the following periods, from the insured person's failure to perform his obligations, or from any of the following causes:

1. the loss caused from the delay, confiscation, requisition or detainment by the Customs or other administrative authority;
2. in-use sports equipments;
3. any losses incurred from the insured person's intentional, malicious, deliberate, illegal, criminal, illegitimate, fraudulent or dishonest act;
4. articles or samples used for commercial activities;
5. the insured person fails to perform his obligations specified in Article 5 of this Attached Contract;
6. loss or damage incurred from normal abrasion, tear, depreciation, moth-eating, mouldiness, perishing, erosion, deterioration, light function, or in the process of heating, drying, cleaning, dyeing, replacement or repair, or from scratch, dent, mechanical or electric breakdown, improper use, unsound handwork or design, use of problematic or defective material or technology;
7. disturbance to the mechanical or electronic system; loss of data recorded on a tape, recording card, disk or other similar device;
8. motor vehicle and the accessories thereof, motorcycle, bicycle and the accessories thereof, vessel, engine and any other form of public conveyance;
9. the process of any modification, cleaning or repair;
10. the luggage which is not consigned in the very travel; loss of any article which is sent in advance or separately mailed or transported (such as by shipment);
11. articles not looked after by the insured person or his companion; any loss without a clear cause or mysterious missing;
12. an article is stolen because of being placed in a vehicle watched by no one, unless there is an obvious mark of violence;
13. smuggling, illegal transport or trade;
14. the article which can work normally or whose normal functions can be resumed after being repaired by the third liable party;
15. the sports equipment has been used for five years or longer.

#### **Article 5 The insured person's Obligations**

1. The insured person shall, appropriately manage his own sports equipments in the trip. If any sports equipment insured under this Attached Contract is lost or damaged, the insured

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person must immediately take measures to search, protect or remedy the sports equipments, so as to mitigate the losses to a minimum extent. The insured person shall, after knowing the loss or damage, immediately report to the management department of the relevant hotel or carrier, and obtain the relevant department's written proof within 24 hours;

2. and shall, within 24 hours after any theft or robbery occurs, report to the police or other relevant authority, and obtain the relevant written proof.
3. If the lost, stolen or robbed sports equipment is found or returned, or the indemnity has been obtained from any third party, the insured person shall refund the received benefits to the insurer.

#### Article 6 Proof Documents/Claims

If the losses occurring to a sports equipment within the scope of the insurance liability are to be indemnified by a third party, the insured person shall claim against the third party. The insurer may make indemnity pursuant to this Attached Contract on the basis of the insured person's written claim for indemnity, provided that the insured person must assign the right of recourse against the third person to the insurer, and assist the insurer in making recourse against the third person.

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claim proofs, and submit them along with the insurance contract and the insurer-prescribed claim form to the insurer within thirty days as of the end of the trip:

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. original invoice on purchase of the lost or damaged sports equipment;
4. proof documents on the expenses actually paid for renting the substitutive sports equipment;
5. the written proof document issued by the relevant department or the police;
6. the claimant's identity certificate;
7. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
8. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
9. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant is unable to provide the above said proofs due to a particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

#### Article 7 Subrogation Right

The insurer may, after paying the indemnity to the insured person, exercise the insured person's right of claim against the third person by subrogation within the amount of the indemnity, while the insured person shall assist the insurer in exercising such right, with the expenses to be borne by the insurer.

#### Article 8 Termination of the Attached Contract

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for

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- termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

#### **Article 9 Definitions**

##### **Accident as mentioned in this Attached Contract**

shall mean an unforeseeable event caused unintentionally.

##### **Replacement price as mentioned in this Attached Contract**

shall mean the market price of the sports equipment when it incurs losses, provided that the abrasion and depreciation must be deducted.

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## **Hole-in-One Golf Rider To AXA Travel Insurance**

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### **Article 1 Conclusion and Constitution of the Attached Contract**

The contract on "Hole-in-One Golf" attached to AXA Travel Insurance Contract (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as attachment to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### **Article 2 Effectiveness of this Attached Contract**

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### **Article 3 Insurance Liability**

If, within the validity period of this Attached Contract, any insured person succeeds in "hole in one" in an 18-hole golf match held by the golf club, the insurer will, to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule, pay the insured person's entertainment expenses incurred from celebrations in the golf club. However, the insured person must provide the proof or certificate issued by the golf club, and the testimony of a witness other than the entourage (who may be the caddie, but may not include the insured person's family member, lineal relative or other employees).

### **Article 4 Liability Exclusion**

**All the clauses of liability exclusion in the principal contract (if applicable) shall be applicable to this Attached Contract.**

### **Article 5 Proof Documents/Claims**

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claim proofs, and submit them along with the insurance contract and the insurer-prescribed claim form to the insurer within thirty days as of the end of the trip:

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. proofs provided by the golf club;
4. testimonies of witnesses;

*若英文译本与中文有异，以中文版本为准。Should there be any inconsistencies between Chinese and English versions, the Chinese version shall prevail.*

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5. invoices of entertainment expenses;
  6. the claimant's identity certificate;
  7. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
  8. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
  9. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant is unable to provide the above said proofs due to a particular cause, he shall provide other lawful and effective materials. **If the claimant for benefits fails to provide any relevant material, and causes the insurer to be unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the portion which is unable to be checked.**

#### **Article 6 Termination of the Attached Contract**

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract;
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

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## Vehicle Lease Rider To AXA Travel Insurance

(The First Version, 2014)

(This Attached Contract shall not become effective unless the policy holder applies for the insurance hereunder.)

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### Article 1 Conclusion and Constitution of the Attached Contract

The contract on " Vehicle Lease" attached to AXA Travel Insurance Contract (hereinafter referred to as this Attached Contract) is concluded upon the insurer's consent and the application of the policy holder of the principal contract. This Attached Contract is formed as attachment to the principal contract. All the clauses in the principal contract (if applicable) shall be applicable to this Attached Contract. If the principal contract is in conflict with any clause of this Attached Contract, this Attached Contract shall prevail.

If any insured item under this Attached Contract is not specified in the insurance policy schedule or the notes, this Attached Contract shall not become effective.

### Article 2 Effectiveness of this Attached Contract

The time of effectiveness of this Attached Contract shall be the same as that of the principal contract, or as what is specified in the notes of this Attached Contract.

### Article 3 Insurance Liability

If, within the validity period of this Attached Contract, any insured person shall lawfully bear indemnity liability to the vehicle lease company due to an accident during the travel pursuant to the vehicle lease contract on the premise of meeting all the following conditions, the insurer shall, after deducting the deductible amount (if any), fill up the insured person's actually paid indemnity amount to the limit of the sum insured for the insured person under this Attached Contract as specified in the insurance policy schedule:

1. the rented vehicle must be rented from a lawfully established formal vehicle lease company;
2. under the vehicle lease contract, enough vehicle insurances including the vehicle damage insurance, theft and robbery insurance and spontaneous combustion insurance have been purchased for the rented vehicle;
3. the insured person prudentially obey the vehicle lease contract and all obligations in the vehicle insurance contract in the process of renting the vehicle, and is in no event of breaching the vehicle lease contract or the vehicle insurance contract, nor does he have any act of violating any law or regulation of the country of his travel destination;
4. the rented vehicle must be driven by an insured person who has a lawful and valid driver's license, and the vehicle type shall be consistent with that permitted by the driver's license.

**If the insurance policy schedule specifies the deductible amount, the deductible amount in each claim settlement event under this Attached Contract shall be the deductible amount under this Attached Contract, and the insurer shall not be liable for indemnifying the losses lower than the deductible amount.**

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#### **Article 4 Liability Exclusion**

**All the clauses of liability exclusion in the principal contract (if applicable) shall be applicable to this Attached Contract. If any liability exclusion clause in the principal contract is in conflict with this Clause, this Clause shall prevail.**

**The insurer shall not bear any indemnity liability for any loss or indemnity obligation to be borne by any insured person during any of the following periods or due to any of the following causes:**

- 1. any losses and indemnity liability incurred from the insured person's intentional, malicious, deliberate, illegal, criminal or illegitimate act;**
- 2. the losses and indemnity liability incurred from the failure to obey all obligations of the vehicle lease contract or vehicle insurance contract or from violation of the vehicle lease contract or the vehicle insurance contract;**
- 3. the losses and indemnity liability incurred from the inability to obtain vehicle insurance indemnity due to the insured person's delay, excess of the time limit for the vehicle insurance company to report the case or incompleteness of the proof materials provided by the insured person;**
- 4. the losses and indemnity liability incurred from the insured person's loss of the driving certificate, plate or key of the rented vehicle;**
- 5. the losses and indemnity liability incurred from over-speed driving, driving under influence of alcohol or violation of any law or regulation of the destination country;**
- 6. the losses and indemnity liability incurred from an accident in which the rented vehicle is not involved;**
- 7. any punitive, aggravated or admonishing indemnity decided by the court, as well as any arbitration or litigation costs and other legal costs payable by the insured person, or any fine, penalty or similar indemnity;**
- 8. the insured person is affected by drug or doping;**
- 9. the indemnity liability not specified in the vehicle lease contract;**
- 10. the third party liability caused from the rented vehicle during the lease period.**

#### **Article 5 Proof Documents/Claims**

The insured person shall, when claiming against the insurer, provide the original copies of the following proofs and documentations as the claiming documents, and submit them along with the insurance contract and the insurer-prescribed claim form to the insurer within thirty days as of returning to his daily residence or daily work place:

1. the identity certificate of the insured;
2. proof document on the travel of the insured person;
3. written report on the accident;
4. the police report;
5. the vehicle lease contract;
6. the proof on the amount of the vehicle lease company's losses;
7. the indemnity agreement (if any);
8. proof of indemnity payment;
9. the claimant's identity certificate;
10. other certificates and documentations which can be provided by the claimant for benefits and are relevant to the confirmation of the nature, cause, loss extent, etc. of the insured accident;
11. if the claimant for benefits entrusts someone else to file the application, he shall provide the original copy of the power of attorney, the identity certificates of the entrusting person and the entrusted person as well as other relevant certificates in addition;
12. other documentations prescribed in the claim settlement guidelines promulgated by insurer.

If the claimant is unable to provide the above materials due to a particular cause, he shall provide other

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lawful and effective materials. **If the claimant fails to provide relevant materials, and thus the insurer is unable to check the authenticity of the application, the insurer shall not be liable for paying benefits for the unverifiable portion.**

#### **Article 6 Termination of the Attached Contract**

This Attached Contract will be automatically terminated in any of the following events:

1. the principal contract is terminated;
2. at expiry of the insurance period, the policy holder has no intention to renew the insurance or the insurer does not accept renewal of insurance under this Attached Contract.
3. the policy holder applies to the insurer within the validity period of this Attached Contract for termination of this Attached Contract;
4. this Attached Contract is terminated due to an event listed in any other clause.

Note: In the event mentioned in Item 2, this Attached Contract shall be automatically terminated at 24 o'clock on the date of expiry of the insurance policy schedule.

#### **Article 7 Definitions**

##### **Accident as mentioned in this Attached Contract:**

shall mean an unforeseeable event caused unintentionally.

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