

**HUATAI INSURANCE COMPANY OF CHINA LIMITED**  
**OVERSEAS TRAVEL PERSONAL ACCIDENT INSURANCE**

**GENERAL PRINCIPLES**

**ARTICLE 1 COMPOSITION OF INSURANCE CONTRACT**

This Insurance Contract (hereinafter referred to as “this Contract”) is composed of insurance clause, proposal form, insurance policy, insurance certificate and endorsement. Any agreement refers to this Contract should be in written form.

**ARTICLE 2 THE INSURED**

The Insured should be a natural person, who is more than 1 year's old (refer to Definition 28.1) but less than 75 year's old (including 1 year's old and 75 year's old), in healthy condition, who can work and live normally, who travels individually or with tour group out of territory of the People's Republic of China (refer to Definition 28.2)

**ARTICLE 3 THE POLICYHOLDER**

3.1 A person with full capacity for civil acts and having an overseas trip or any other person who has insurable interest in the body of the insured.

3.2 A lawful agency, enterprise, public institution or organization that has insurable interest in the body of the insured.

**ARTICLE 4 THE BENEFICIARY**

**4.1 Beneficiary of Death Benefit**

The Insured/Policyholder may designate one or more persons as the Insured's beneficiary (beneficiaries) at the time the Contract is concluded. In case of many beneficiaries the Insured may determine benefit sequence and shares. In the event of no benefit share, each beneficiary in the event of the Insured's death will receive an equal share. The designation of the beneficiary (beneficiaries) by the Policyholder should be authorized by the Insured.

Under any of the following situations, the insurance amount shall be deemed as the estate of the insured party upon the death of the insured party and the insurer shall perform the obligation of paying the insured amount in accordance with the Law of the PRC on Inheritance:

4.1.1 No beneficiary is designated, or the designation of beneficiary is

unclear and incapable of being determined;

4.1.2 The beneficiary passed away before the insured party and there is no other beneficiary;

4.1.3 The beneficiary forfeits his beneficiary interest in accordance with laws and there is no other beneficiary.

If the beneficiary and the Insured have passed away in the same event and the sequence of death is incapable of being determined, it shall be deemed that the beneficiary passed away before the Insured.

The Insured or policyholder may change the beneficiary (beneficiaries) and notify the Insurer of any such changes in writing. The Insurer shall make the necessary endorsement on the insurance policy upon receipt of written notification in respect of change of beneficiary (beneficiaries). The Insurer will not be held liable for legal disputes arising from the designation of or modification to the beneficiary.

The Policyholder may designate and change the Beneficiary of the Death Benefit subject to the written consent of the Insured or his/her custodian. The guardian of the Insured may designate and change the Beneficiary when the Insured is without full capacity for civil acts or limited capacity for civil acts.

#### **4.2 Beneficiary of the Disability Benefit**

The beneficiary of the Disability Benefit should be the Insured, unless specified otherwise in the insurance contract.

## **BENEFITS**

### **ARTICLE 5 POLICY BENEFITS**

Where the Insured with valid identity certificate dies, disabled or burned due to accidental injury during the overseas trip, the Insurer shall pay the following benefits:

#### **5.1 Accidental Death**

During the Insurance Period, the Insured with valid identity certificate encounters an accident during an overseas trip and died within 180 days directly due to the occurrence of such accident, the Insurer shall pay the Accidental Death Benefit, and the insurance liabilities of the Insurer to the Insured hereunder shall be terminated upon payment of such Accidental Death Benefit.

During the Insurance Period, the Insured with valid identity certificate encounters an accident on an overseas trip and disappears directly due to the occurrence of such accident, as a result of an accident and is pronounced dead by the People's Court, the Insurer will pay the death benefit to the beneficiary. If the Insured subsequently found to be living then all benefits paid to the beneficiary must be refunded to the Insurer by the receiver of the accident benefit within 30 days upon the Insured is found alive.

Where the Insured has received the Accidental Disability or Burns Benefit (refer to Definition 28.5) as specified in Article 5.2 and 5.3 hereof prior to his or her death, the Accidental Death Benefit shall be the balance of the insured amount specified in the insurance policy or the insurance certificate deducting the paid Accidental Disability Benefit.

#### **5.2 Accidental Disability Benefit**

During the Insurance Period, if the Insured encounters an accident on an overseas trip, resulting the injury and disability to the Insured as listed in the *Schedule of Benefits for Dismemberment* (short as Schedule 1) attached hereto within 180 days directly due to the occurrence of such accident, the Insurer shall pay the Accidental Disability Benefit by multiplying the proportion of payment as listed in the said Schedule by the insured amount as specified in the insurance policy or insurance certificate. If the medical treatment thereon yet to be finished, a disability appraisalment on the Insured shall be made on the 180<sup>th</sup> day upon occurrence of such accident, and the Company shall pay the Accidental Disability Benefit to the Insured based on the result of such disability appraisalment.

5.2.1 If the Insured encounters an accident, resulting two or more instances of injury and disability to the Insured as listed in the Schedule of Benefits for Dismemberment attached hereto, the Company shall pay the total amount of these payable Accidental Disability Benefit to the Insured. Provided, however, if the aforesaid instances of injury and disability occur to the same hand or same foot (refer to the Definition 28.6), the Insured is only entitled to the sum of one of Accidental Disability Benefits receivable therein. If the degrees of such disabilities are different, the Insured is entitled to the Accidental Disability Benefit whichever higher.

5.2.2 If accidental Disability Benefit(s) paid for the previous accident(s) shall be deducted. For this purpose, the disability benefit corresponding to the disability listed in the Schedule 1 caused by any accidental injury prior to the effectiveness of this insurance or caused by any event of exclusions, or the Accidental Disability Benefit(s) paid by the Company, shall all be deemed as the Accidental Disability Benefit(s) paid for the previous accident(s). So it shall be deducted from the Disability benefit.

#### **5.3 Accidental Burn/Scald Benefit**

During the insurance period if the Insured with valid identity certificate encounters an accident on an overseas trip, resulting the disability to the Insured as listed in the *Schedule of Benefits for Third Degree Burn/Scald* attached hereto within 180 days directly due to the occurrence of such accident, the Company shall pay the Accidental Burn/Scald Benefit by multiplying the proportion of payment as listed in the said Schedule by the insured amount as specified in the insurance policy or insurance certificate. If the medical treatment thereon yet to be finished, a disability

appraisement on the Insured shall be made on the 180<sup>th</sup> day upon occurrence of such accident, and the Company shall pay the Accidental Burn/Scald Benefit to the Insured based on the result of such disability appraisement.

If the Insured encounters an accident, resulting two or more instances of disability to the Insured as listed in the *Schedule of Benefits for Third Degree Burn/Scald* attached hereto, the Company shall pay the total amount of these payable Accidental Burn/Scald Benefit to the Insured.

If the Insured is entitled to an Accidental Burn/Scald Benefit of a higher degree of disability by combining the disability suffered in an accident with the disability suffered in the previous accident(s), the Company shall pay such benefit according to the proportion of payment for the higher degree of disability, provided that the Accidental Burn/Scald Benefit(s) paid for the previous accident(s) shall be deducted. For this purpose, the disability benefit corresponding to the disability listed in the *Schedule of Benefits for Third Degree Burn/Scald* caused by any accidental injury prior to the effectiveness of this insurance or caused by any event of exclusions, or the Accidental Burn/Scald Benefit(s) paid by the Company, shall all be deemed as the Accidental Burn/Scald Benefit(s) paid for the previous accident(s).

#### **5.4 Optional Benefit**

The Insured can add insurance benefits by the means of specified provisions in the insurance policy; the Company shall pay the Insured the insurance benefits for the death, disablement, burns or scald caused by accidents under the following circumstances or in the insurance period, based on the provisions from clause 5.1 to 5.3.

**5.4.1 Outdoor activities and entertainment:** non-competitive, non-professional, non-commercial sporting activities participated by the Insured organized by the entity with formal operating license

**5.4.2 Seasonal sporting activities:** non-competitive, non-professional, non-commercial sporting activities participated by the Insured organized by the entity with formal operating license and these activities can only be carried out in certain seasons.

## **EXCLUSIONS**

### **ARTICLE 6 EXCULSION BY REASONS**

The Insurer shall be exempted from the insurance liabilities for the death, burn or disability of the Insured directly or indirectly due to any of the following causes:

**6.1** The Insured's claim arises from deliberate act of the Insured;

**6.2** The Insured's claim arises from self-inflicted injuries or suicide by the

Insured, except that the Insured has no ability of civil acts while suicide;

6.3 The Insured's claim arises from fighting, being attacked or being murdered resulted from the provocative by the Insured's intentional actions;

6.4 The Insured's claim arises from pregnancy, miscarriage, abortion, childbirth, sickness or drug allergy;

6.5 Accident caused by any physical check, anaesthesia, plastic surgery or other surgery or medical surgery on the Insured;

6.6 Taking, daubing or injecting drugs not in conformity with doctor's advice;

6.7 The Insured's claim arising from any explosion, burning or radiation caused by biological, chemical, atomic energy weapons, atomic or nuclear equipment;

6.8 Tourists attack;

6.9 Criminal offence or arrest resistance by the Insured;

6.10 Accident caused by the delirium or abnormality of the Insured;

6.11 The Insured is infected with bacteria, viruses or parasites (except abscess in the cut due to injury); or the heat stroke and food poisoning of the Insured;

6.12 Directly or indirectly caused by epidemic (refer to Definition 28.7) or pandemic disease (refer to Definition 28.7);

6.13 The Insured's claim arises from parachute, glide, expedition (refer to 28.9), martial (refer to 28.10) arts competition, wrestling competition, stunt performance, horse racing, equestrianism, motor racing, boxing, or any other high-risk sports or activities;

6.14 The Insured participates in any professional or semi-professional sports activity or the one with bonus or reward;

6.15 The Insured engages or serves in the military missions or any other mission in the capacity of law enforcement officer;

6.16 The Insured is employed and serves on merchant vessels, or engages in naval or air force service; or operates or tests any kind of conveyance as the career; or engages in the occupational activities, such as oil rigging, mining, aerial photography or handling explosives; or engages in occupational activities like mining, oilstone or petroleum or chemical industry, forest harvesting, construction engineering, transportation and working on the water or operating at height; or engages in activities involves any physical labor or mechanic operation;

6.17 The Insured takes a passenger transportation vehicle in an illegal way or hitchhikes a vehicle which is not properly registered with the competent local authority where the accident occurs;

6.18 The Insured participates in aviation or flying activities, including where the Insured serves as a pilot or aircrew, except where the Insured is on a civil flight as a passenger with a paid ticket;

6.19 When the Insured is on a trip for the purpose of receiving medical

treatment or recuperation, or the Insured is on a trip against the advice of his or her doctor (refer to 28. 12) or when his or her physical condition is not suitable for a trip;

6.20 Loss caused by the deterioration of disease due to further treatment within the territory of China (refer to 28.13), when the Insured's physical condition is suitable for trip, but the Insured fails to follow the advice of his or her attending doctor and immediately returns to China.

#### **ARTICLE 7 EXCULSION BY PERIODS**

The Insurer shall be exempted from the insurance liabilities for the death, disability or burns of the Insured resulting from an accidental injury due to any of the following causes or during the following periods:

7.1 War (declared or not), civil war, military action, terrorist action, riot or any other similar armed rebellion;

7.2 The Insured is under the influence of alcohol, drugs or controlled drugs;

7.3 The Insured drives while intoxicated, without valid license (refer to 28.15) or driving any motor-driven vehicle without valid driving certificate thereof;

7.4 When the Insured is arrested or sentenced to imprisonment by the local judicial authority;

Upon occurrence of any of the causes mentioned above, which results in the death of the Insured, the insurer shall refund the unearned premium (refer to 28.17) for the Insured.

#### **INTERNATIONAL TRAVEL ASSISTANCE SERVICE**

##### **ARTICLE 8**

If the Insured encounters any emergent event or need during the overseas trip, he/she may obtain free information by calling the assistance hotline number indicated in the insurance policy or the insurance certificate and with the scope of assistance provided by the assistance institution or its authorized representative ("Assistance Institution") designated by the Company, provided that the costs and expenses incurred from use of any of the following assistance services and paid to any service provider shall be solely borne by the Insured. The Assistance Institution will not guarantee the quality of services provided by such third-party service providers, and choice of such services shall be subject to the Insured.

##### **8.1 Medical Assistance**

###### **8.1.1 Telephone Medical Consultation**

24 hours telephone services can provide medical advice to users.

###### **8.1.2 Recommendation of Medical Service Institution**

Upon the request of the Insured, to provide the name, address, telephone

number, working hours and other information about the doctors, hospitals, clinics, dentists and dentist's clinics (collectively as "Medical Service Provider"). The assistance institution will not provide medical diagnosis or treatment to the Insured.

#### **8.1.3 Appointment for Consultation with Doctors**

To assist the Insured in making appointment with the local doctors, provided that all costs and expenses incurred therefrom shall be paid by the Insured.

#### **8.1.4 Arrangement of Hospitalization**

If the Insured is in serious illness and needs treatment by hospitalization, the assistance institution may assist the Insured in arranging the hospitalization, provided that all costs and expenses incurred therefrom shall be paid by the Insured.

#### **8.1.5 Monitoring Physical Condition during and after Hospitalization**

Subject to the confidentiality obligation and the applicable conditions of authorization, the assistance institution will monitor the physical condition of the Insured during his/her hospitalization and before he/she returns to the territory of China.

### **8.2 Traveling Service**

#### **8.2.1 Information relating to Vaccination and Visa**

To provide information about the requirements for visa and vaccination in various countries

#### **8.2.2 Recommendation of Translation Service**

To provide the address, telephone number, working hours and other information about the local translation service providers at the destination of the trip.

#### **8.2.3 Assistance in Finding the Lost Luggage**

To assist the Insured who lost his/her luggage during the overseas trip, and contact the relevant entities to find the lost luggage.

#### **8.2.4 Assistance in Finding the Lost Passport**

To assist the Insured who lost his/her passport during the overseas trip, and contact the relevant entities to find the lost passport.

#### **8.2.5 Information of Embassy and Consulate**

To provide the address, telephone number, working hours and other information about the suitable embassy or consulate closest to the Insured.

#### **8.2.6 Emergent Message Transmission Service**

Upon the request of the Insured when he/she is hospitalized during the overseas trip, to transmit the emergent message of the Insured to his/her family, friend or company.

## **INSURED AMOUNT AND PREMIUM**

### **ARTICLE 9**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract. The Insurer could stipulate the deductible with the Insured under the clause of this Contract.

## **INSURANCE PERIOD**

### **ARTICLE 10**

The insured period is to be agreed upon by the Applicant and the Insured and shall be subject to the insurance period indicated in the insurance policy.

For a full-year multiple return trips insurance plan, the insurance liability shall be effective at each time when the Insured leaves his/her habitual residence or habitual working place within China directly for the destination of an overseas trip during the insurance period, and shall expire on the following date (whichever is earlier):

10.1 The date when the Insured directly returns to his/her habitual residence or habitual working place within China after the overseas trip completes; or

10.2 Upon expiration of the insurance period as specified in the insurance policy or insurance certificate. The Insurer could stipulate the maximum covered days of each trip with the Insured under the clause of this Contract.

For a single trip insurance plan, the insurance liability shall be effective on the following date (whichever is later):

(1) The effective date of the insurance period as specified in the insurance policy; or

(2) The date when the Insured leaves his/her habitual residence or habitual working place within China directly for the destination of an overseas trip during the insurance period.

The insurance liability shall end on the following date (whichever is earlier):

(1) Upon expiration of the insurance period as specified in the insurance policy or insurance certificate; or

(2) The date when the Insured directly returns to his/her habitual residence or habitual working place within China after the overseas trip completes.

## **DUTY OF THE INSURER**



#### **ARTICLE 11 DUTY OF ISSUING POLICY**

Upon the formation of this Contract, the Insurer shall issue the insurance policy or the other insurance certificates to the Insured.

#### **ARTICLE 12 COMPLEMENT OF EVIDENGCE AND INFORMATION OF CLAIM**

Where the Insurer deems that the evidence and information provided is incomplete in accordance with the insurance contract, the Insurer shall timely notify the Applicant and the Insured just one time for the request of additional evidence and information.

#### **ARTICLE 13 DUTIES OF ASSESSING AND PAYING TIMELY**

Upon receipt of a claim request from the Insured, the Insurer shall promptly assess if the claim arising from the insured event; If the circumstances are complicated, the assessment shall be done within 30 days, unless specified otherwise in this Contract.

The insurer shall notify the Insured result of the assessment; If the claim fall within insurance liability, the Insurer shall pay the insurance amount or claim in respect of insurance liability within 10 days from agreement with the Insured; Upon receipt of a claim by an insurer from the Insured which does not fall within insurance liability, the insurer shall, within 3 days starting from the assessment date, the notification for rejection of the claim by explaining the reasons.

#### **ARTICLE 14 ADVANCE PAYMENT**

If the Policyholder is entitled to the insurance indemnity but the amount of such indemnity can not be ascertained, the Insurer shall, within sixty (60) days upon receipt of the aforesaid Claim for Insurance Indemnity and relevant evidences and materials furnished by the Policyholder, pay to the Policyholder in advance the minimum amount of indemnity ascertainable on the given evidences and materials, and shall pay the remaining difference therein to the Policyholder when the amount of insurance indemnity is finally ascertained.

### **DUTY OF INSURED/POLICYHOLDER**

#### **ARTICLE 15 PAYMENTS**

Unless specified otherwise, the Insured shall pay the premium completely upon the confirmation of this Contract.

#### **ARTICLE 16 FAITHFUL DISCLOSURE**

In the conclusion of an insurance contract, the insurer may request relevant information on the insured subject matter or the insured party. The policyholder shall make full and accurate disclosure.

Where the policyholder willfully or grossly negligently fails to perform the obligation to make full and accurate disclosure as provided in the preceding paragraph and as a consequence the insurer is required to reconsider underwriting of the insurance or decide on raising the insurance premium, the insurer shall have the right to terminate the insurance contract.

The right to terminate an insurance contract as provided in the above paragraph shall be extinguished if the insurer does not exercise such right within 30 days after it has knowledge of the cause for termination of the contract.

Where the policyholder fails to perform the obligation to make full and accurate disclosure willfully, the insurer shall not be liable to pay insurance amount or claims for insured events which occurred prior to termination of the insurance contract and shall not refund the insurance premiums.

Where the policyholder fails to perform the obligation to make full and accurate disclosure due to negligence and such negligence bears serious effects on the occurrence of insured events, the insurer shall not be liable to pay insurance amount or claims for insured events which occurred prior to termination of the insurance contract but may refund the insurance premiums.

An insurance event shall refer to an event which falls within the scope of insurance liability agreed upon in the contract.

#### **ARTICLE 17 NOTIFICATION OF MAILING ADDRESS AND RESIDENCE CHANGING**

The policyholder shall give a written notice to the Insurer in timely manners when the mailing address or the residence of the policyholder is changed; otherwise, all notices sent by the insurer to the last mailing address of the policyholder as indicated herein shall be deemed as duly delivered.

#### **ARTICLE 18 NOTIFICATION OF ACCIDENT**

The Policyholder, the Insured or the Beneficiary shall notify the Insurer within five (5) days upon the occurrence of any insured accident once it becomes aware of or should have become aware of such accident; If the Policyholder, the Insured or the beneficiary delays to give a notice and so causes the loss of necessary evidence or difficulty in ascertainment of the reason and nature of an accident, the Insurer will not be held liable for the portion that can not be verified except that the Insurer is aware of or shall be expected aware of the accident in another ways.

The agreements above exclude the accident arising from force majeure.

#### **APPLICATION AND PAYMENT OF INSURANCE AMOUNT**

## **ARTICLE 19 APPLICATION OF INSURANCE AMOUNT**

The Application of the insurance amount must offer sufficient information the Insurer reasonably ask for to support the Insured's claim. In special circumstances the Insured can not offer the following materials, the Insured shall off other legitimate and valid materials. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.

### **19.1 Claim of Accidental death Benefit**

19.1.1 Declare of insurance amount payment (declare of claim settlement);

19.1.2 Original insurance policy;

19.1.3 Identification of the Application

19.1.4 Certificate of deregistration of the Insured's registered permanent residence issued by the public security department, or a death certificate issued by second and above or recognized by the Insurer hospital. If the Insured is pronounced dead, the Applicant shall offer the Certificate of death issued by the People's Court. If the Insured passed away outside of China, the death certificate or postmortem report of the Insured issued by the embassy or consulate of the People's Republic of China at the country where the accident occurs or the local government authority where the accident occurs;

19.1.5 Any other evidences and materials required by the Company to identify the nature and cause of the insured accident and the extent of loss.

19.1.6 If the Insured delegates others to make the claim, the Applicant shall offer the document as original proxy contest, identification of client and trustee.

### **19.2 Claims for Accidental Disability and Burns Benefit**

19.2.1 Original insurance policy;

19.2.2 Identification if the Insured;

19.2.3 Disability or burns diagnose testimonial issued by a second or above hospital or medical organization recognized by the Insurer or a judicial expertise institution;

19.2.4 Other related documents provided by the Applicant;

19.2.5 If the Insured delegates others to make the claim, the Applicant shall offer the document as original proxy contest, identification of client and trustee.

## **ARTICLE 20 IDENTIFICATION OF DISABILITY**

Where the Insured is disabled due to any accidental injury, he/she shall be given a medical identification made by an institution recognized by the Company and with a Judicial Identification License issued by the competent administrative authority, after the end of his/her medical treatment.

If the medical treatment is not ended after 180 days upon occurrence of the said accident, the Insured shall be given a medical appraisal on the physical status on the 180<sup>th</sup> day upon occurrence of the said accident.

#### **ARTICLE 21 PHYSICAL CHECKS AND DEATH IDENTIFICATION**

During the period of application for claims, the Insurer may demand the Insured to receive a physical check or submit relevant examination report. If the Insured is dead, the Insurer shall have the right to request identification on the insured accident.

#### **ARTICLE 22 LIMITATION OF EACH OCCURRENCE**

The insurance benefit paid by the Insurer for each occurrence will not exceed the limitation of each occurrence of accident as specified in the insurance policy or the insurance certificate. If the amount of insurance benefit payable for an accident hereunder is insufficient to distribute among all the Insured in such an accident according to the amount of insurance benefit per capita as specified in the insurance policy or the insurance certificate, the insurance benefit payable to each Insured shall be reduced at a same proportion.

#### **ARTICLE 23 SPECIAL LIMITATION OF INDEMNITY**

The Insured is only entitled to the benefit under an insurance contract with respect to the insurance indemnity of the same coverage subscribed by Insurer for the same trip. Where the Insurer has subscribed more than one insurance contract with same coverage, the Insurer is only subject to the insurance liability for such coverage under the insurance contract with the highest insured amount. If the insured amounts in such insurance contracts are same, the Insurer is only subject to the insurance liability under one of such insurance contracts. The premiums paid under the remaining insurance contracts shall be refunded.

### **STATUTE OF LIMITATIONS**

#### **ARTICLE 24**

The right of the Applicant to claim from the Insurer for insurance amount shall be extinguished if the right is not exercised within 2 years from the date on which the insured party or beneficiary becomes aware of or should be aware of the occurrence of the insured event.

## **TERMINATION OF THE CONTRACT**

### **ARTICLE 25**

Upon execution of this Contract and prior to the commencement of insurance period, the Applicant may cancel this Contract by sending a written notice to the Company.

When the Applicant intends to cancel this Contract, it shall furnish the following documents and materials:

25.1 Application for cancellation of this Contract

25.2 Original of insurance policy;

25.2 Insurance certificate of premium;

25.3 Identity certificate of the Applicant.

Where the Applicant cancels this Contract, the Company will bear no insurance liabilities upon receipt of an application from the Applicant for cancellation of this Contract. Upon 30 days the Insurer receives all the documents and materials above, the insurer shall refund the entire insurance premium.

## **SETTLEMENT OF DISPUTE AND APPLICATION OF LAW**

### **ARTICLE 26**

If there is any dispute arising from performance of this Contract, it shall be settled by both parties through friendly negotiations; in case no settlement can be reached, both parties shall submit such dispute to the arbitration committee indicated in the insurance policy; in case there is not any arbitration committee indicated in the insurance policy or no settlement can be reached, either party may file an action before the competent people's court according to law.

### **ARTICLE 27**

All disputes related to this Contract and arising from performance of this Contract shall be governed by the applicable laws of the People's Republic of China (exclude laws of Hong Kong, Macau and Taiwan).

### **ARTICLE 28 DEFINITIONS**

28.1 One Full Year of Age means chronological age calculated by the born date of the Insured subject to the date indicated on the valid identity certificate of the Insured.

28.2 Outside of China means the jurisdiction other than the Mainland of the People's Republic of China, including Hong Kong SAR, Macau SAR and Taiwan Province.

28.3 The Insurer means all the branches of Huatai Insurance Company of China Limited who sign this Contract with the Insurer.

28.4 Accidental Injury means any bodily injury directly and solely caused

by any extraneous, sudden, unintentional and non-disease event.

**28.5 Accidental burns** means burns to the body soft tissue suffered during your journey as a result of Accidental Injury. The burns shall fall under the two or third degree, standards for which are injury of skin (epidermis and underlying tissues, incidental injuries of bones and muscles, soft tissue necrosis, incrustation, and falling out at last) of all layers. Calculation of degree and area of burns shall be subject to evaluation in accordance with the clinical identification standards-the *New Nine Classification*.

**28.6 Limbs** mean limbs of human body, including left and right upper limbs, left and right lower limbs.

**28.7 Epidemic** Refers to a sudden development and rapid spreading of a contagious disease in a region where it developed in an endemic state or within a previously unscathed community.

**28.8 Large-scale prevalence of infectious disease** refers to a disease in the entire continent or the whole of humanity in the popular.

**28.9 Expedition** means any actions intentionally put oneself into dangers, with the knowledge of dangers of losing life or suffering from injury under some special natural conditions. Such as driftage in rivers, crossing desert on foot, and exploring virgin forest without traces of human presence.

**28.10 Martial Arts** means any contest between two or more than two persons, such as judo, karate, tae kwon do, Sanda and boxing, with or without help of any accessory equipment.

**28.11 Stunt Performance** means the special skills such as equestrianism, acrobatics and animal training

**28.12 Doctor** means a person who is duly registered and providing medical services with a practicing certificate recognized by the applicable laws of the jurisdiction where he/she is practicing, other than the Insured and his/her family members and any person has direct interests with the Insured.

**28.13 Within China** means the Mainland of the People's Republic of China, excluding Hong Kong SAR, Macau SAR and Taiwan Province.

**28.14 Controlled Medicine** means any medicines defined as specially controlled medicines by the *Pharmaceutical Administration Law of the People's Republic of China* and any other relevant laws and regulations, including but not limited to any narcotic drugs, psychotropic drugs, toxic drugs and radioactive drugs.

**28.15 No valid Driver license** means the Insured has one of the following cases:

**28.15.1** Do not have the driver license or the driver license has expired;

**28.15.2** The vehicle specified in the driver license is not the same with the vehicle the Insured is driving;

**28.15.3** Driving bus or business passenger car during probationary

period; having explosives, flammable and explosive chemical materials, toxic or radioactive dangerous article on board; towing vehicles during probationary period;

28.15.4 Driving with driver license which is not examined according to the law, detained, withhold, suspend and unregistered;

28.15.5 The driver of all kinds of special or mechanical vehicles without operation certificate issued by relevant department and the driver of business passenger car without qualification certificate issued by relevant department;

28.15.6 Driving during the period that is forbidden to drive according to the law and regulations or relevant regulations of traffic department.

28.16 No Valid Vehicle License indicates one of the following cases:

28.16.1 The vehicle's registration is cancelled according to the law;

28.16.2 The vehicle with no vehicle license, number plate, temporary number plate or temporary moving license issued by Traffic Control Department of Public Security Organs;

28.16.3 Not taking or passing the technical examination of vehicle safety within the limited examination period. Not taking or passing the technical examination of vehicle safety on time according to law.

28.17 Unearned premium 
$$\text{Unearned Insurance Premium} = \text{Insurance Premium} * (1 - \text{Days from Effectives Date of this Contract} / \text{Insurance Period}) * (1 - X\%);$$

Day from Effectives Date which is not a full day is equal to a full day;

X% means commission rate.

28.18 Force Majeure means the unpredictable, unavoidable and insurmountable objective circumstances.

28.19 The Applicant of the Insurance amount means the heir or the other natural person who has the right of claim according to law of the Insured or the Beneficiary.

**SCHEDULE OF BENEFITS FOR DISMEMBERMENT**  
(China Insurance Regulatory Commission [1999] No.237)

<b>Class</b>	<b>Item</b>	<b>Dismemberment Degree</b>	<b>Proportion of Payment</b>
<b>Class 1</b>	1	Permanent and total blindness of both eyes (Note 1)	<b>100%</b>
	2	Loss of both upper limbs above the wrist or loss of both lower limbs above the ankle	
	3	Loss of one upper limb above the wrist or loss of one lower limb above the ankle	
	4	Permanent and total blindness of one eye and loss of one upper limb above the wrist	
	5	Permanent and total blindness of one eye and loss of one lower limb above the ankle	
	6	Permanent and total loss of functions of arthroses in four limbs (Note 2)	
	7	Permanent and total loss of functions of mastication or deglutition (Note 3)	
	8	Extreme malfunctions of central nerve or organs in chest or abdomen, permanent loss of ability to work, total need of others' assistance to do daily activity necessary for maintaining life existence (Note 4)	
<b>Class 2</b>	9	Permanent and total loss of functions of two arthroses among three major arthroses of two upper limbs, or two lower limbs, or one upper limb and one lower limb (Note 5)	<b>75%</b>
	10	Permanent loss of two thumbs and eight fingers (Note 6)	
<b>Class 3</b>	11	Loss of one upper limb above the wrist, or permanent and total loss of functions of three major arthroses of one upper limb	<b>50%</b>
	12	Loss of one lower limb above the ankle, or permanent and total loss of functions of three major arthroses of one lower limb	
	13	Permanent and total loss of functions of binaural hearing (Note 7)	
	14	Permanent and total loss of functions of ten fingers (Note 8)	
	15	Loss of ten toes (Note 9)	
<b>Class 4</b>	16	Permanent and total blindness of one eye	<b>30%</b>
	17	Permanent and total loss of functions of two arthroses among three major arthroses in one upper limb	
	18	Permanent and total loss of functions of two arthroses among three major arthroses in one lower limb	



	19 20 21 22	Loss of four fingers in one hand, including thumb and forefinger Permanent contraction of over 5 centimeters in one lower limb Permanent and total loss of functions of language (Note 10) Permanent and total loss of functions of ten toes	
Class 5	23 24 25 26 27 28 29	Permanent and total loss of functions of one arthrosis among three major arthroses in one upper limb Permanent and total loss of functions of one arthrosis among three major arthroses in one lower limb Loss of thumbs of both hands Loss of five toes in one foot Notable loss of eyelids of both eyes (Note 11) Permanent and total loss of functions of one ear's hearing (Note 7) Loss of nose and notable malfunction of olfaction (Note 12)	20%
Class 6	30 31 32	Loss of thumb and forefinger in one hand, or loss of three or more than three fingers in on hand, including thumb or forefinger Permanent and total loss of functions of three or more than three fingers in one hand, including thumb or forefinger Permanent and total loss of functions of five toes in one foot	15%
Class 7	33 34	Loss of thumb or forefinger in on hand, or loss of two or more than two fingers in one hand among middle finger, ring finger and little finger Permanent and total loss of functions of thumb and forefinger in one hand	10%

**Notes:**

(1) Blindness refers to the situation of loss or extirpation of eyeball, or the inability to discern dark and light, or only having the ability to discern hand motion before the eyes, with its best corrected visual acuity below 0.02 as defined in the International Standard Visual Testing Chart, or with its eyeshot radius lower than 5 degree, which shall be evidenced by a certificate of diagnosis issued by a qualified ophthalmologist.

(2) Loss of functions of arthrosis refers to the situation that an arthrosis becomes ankylosis or paralysis permanently and entirely, or can not function according to the consciousness.

(3) Loss of functions of mastication or deglutition refers to the situation

that any malfunction or dysfunction of organs due to any reasons other than the reason caused by teeth, which caused the inability of mastication or deglutition, and the inability of ingesting or swallowing any foods other than liquid diet.

(4) The status of total need of others' assistance to maintain the necessary everyday life activity to sustain the life shall refer to the situation that the inability of ingesting foods, doing urination and defecation, dressing and undressing, getting out of bed and going to bed, walking and bathing by the patient itself, which all need others' assistance.

(5) The three major joints of the upper limbs refer to the shoulder joint, elbow joint and wrist joint, and the three major joints of the lower limbs refer to the hip joint, knee joint and ankle joint.

(6) Loss of finger refers to total amputation of the part above the proximal interphalangeal joint (in case of the thumb, it is the proximal interphalangeal joint).

(7) Loss of function of hearing refers to the situation that loss of language frequency average hearing is over 90 dB. The said language frequency is 500 Hz, 1,000 Hz and 2,000 Hz.

(8) Loss of functions of fingers refers to the situation of amputation of distal interphalangeal joint, or that the finger becomes ankylosis over the proximal interphalangeal joint or the joints of the finger is unable to do activity at random.

(9) Loss of toe refers to the situation of amputation over the toe joint.

(10) Loss of functions of language refers to the situation that one is unable to make any three sounds of mouth and lip sound, dentilngual sound, mount covering sound and throat sound, which constituting the pronunciation of a language, total amputation of the plica vocalis, or suffering from alogia due to any injury in the language center, which shall be evidenced by a certificate of diagnosis issued by a qualified ENT (ear, nose and throat) doctor, but excluding alogia caused by any psychological disorder.

(11) Evident loss of eyelids of two eyes shall refer to a circumstance that eyelids cannot completely cover corneas when eyes are shut.

(12) Loss of nose and notable malfunction of olfaction refers to the situation that all or most nasal cartilage is lost and nasal passages of both sides are blocked, causing the difficulty in nasal respiration, which can not be corrected and cured, or loss of function of olfaction in both nasal passages.

**The “permanent and total” as mentioned above refers to the situation of loss of function remains after 180 days upon occurrence of an accident, but does not refer to the situation of amputation of eyeball, which can be recovered and restored.**

**HUATAI INSURANCE COMPANY OF CHINA LIMITED**  
**SCHEDULE OF BENEFITS FOR THIRD DEGREE BURN/SCALD**

<b>Body Part</b>	<b>Item</b>	<b>Degree of Burn/Scald (Third-degree burn/scald area as a percentage of the body surface area)</b>	<b>Proportion of Payment</b>
<b>Head, Neck and Hand</b>	<b>1</b>	<b>No less than 8%</b>	<b>100%</b>
	<b>2</b>	<b>No less than 5% but less than 8%</b>	<b>75%</b>
	<b>3</b>	<b>No less than 2% but less than 5%</b>	<b>50%</b>
<b>Body (Excluding Head, Neck and Hand)</b>	<b>4</b>	<b>No less than 20%</b>	<b>100%</b>
	<b>5</b>	<b>No less than 15% but less than 20%</b>	<b>75%</b>
	<b>6</b>	<b>No less than 10% but less than 15%</b>	<b>50%</b>

**Note:** Third degree burn and scald shall mean the injury of surface skin or subcutaneous tissue, and even more serious injury.

**HUATAI INSURANCE COMPANY OF CHINA LIMITED  
DOMESTIC/OVERSEAS TRAVEL INSURANCE  
DOUBLE INDEMNITY RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider, the Insured with valid identity certificate suffers accidental injury caused by natural disaster or travelled by public transportation of legitimate business operator as a paid passenger when travelling domestic or overseas, the Insured died, injured or disabled as listed in the *SCHEDULE OF BENEFITS FOR DISMEMBERMENT* or *SCHEDULE OF BENEFITS FOR THIRD DEGREE BURN/SCALD* within 180 days due to the occurrence of such accident, the Insurer shall pay equal sum under this Rider Clause after paying compensation amount within insurance liability compensation limit under the Main Insurance.

**ARTICLE 3 EXCLUSIONS**

In case of any one of the following circumstances that directly or indirectly cause death, injury or disablement to the Insured, the Insurer shall not be liable for any payment:

- 3.1 The Insured violates regulation about public transportation security
- 3.2 Before passengers step into transportation vehicles with both feet and after passengers step down transportation vehicles with one foot;
- 3.3 Items specified in the exclusion clause of the Main Insurance.

**ARTICLE 4 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract unless otherwise provided.

**ARTICLE 5 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

**ARTICLE 6 DEFINITION**

**6.1 Natural disaster: Lightening, hurricane, typhoon, tornado, storm, rainstorm, floodwater, flood, freeze, hail, landslides, avalanches, volcanic eruption, earthquakes, tsunami, subsidence of ground and other irresistible destructive nature phenomenon.**

**6.2 Public transportation:**

**With authorized license issued by local government, and charge transportation fare as a legal way of carry passengers:**

**6.2.1 Bus, coach, taxi, ferry, hovercraft, hydrofoil, ship, train, tram, rail trains (including subway, light rail and magnetic levitation trains);**

**6.2.2 Fixed-wing aircraft operated by airways that run regular flight transportation.**

**6.2.3 Helicopter that can take round flight between airports that transport commercial passenger and licensed helicopter stations.**

**6.2.4 Airport bus operated in the fixed route and at fixed time schedule.**

**If transportation vehicles stated in 6.2.1 are used for non-public transportation purposes, then it does not comply with the definition of “public transportation” in the Rider Clause. Governments, enterprises and personal charter flights are excluded from the definition of public transportation.**

**Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.**

## **ARTICLE 7 APPLICATION OF OTHER CLAUSES**

**Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is not specified in the Rider Clauses, the terms of the Main Insurance shall prevail.**

**HUATAI INSURANCE COMPANY OF CHINA LIMITED  
DOMESTIC/OVERSEAS TRAVEL INSURANCE  
MEDICAL EXPENSES RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

2.1 During the insurance period of the Rider Clauses, where the Insured traveling domestic/overseas with the valid travel document encounters any injury accident or suffers any sudden disease and approaches the hospital for medical treatment within five days upon occurrence of such accident or disease, the Insurer shall be liable to pay, within the limit of relevant insured amount under the Rider Clauses, for the portion above the deductible subject to the following:

2.1.1 Where the insurance accident under the Rider Clauses takes place outside the territory of China, reasonable, normal and necessary medical expenses in compliance with the Rider Clauses and acceptable to the Insurer, including such expenses as for diagnosis, prescription, surgery, hospitalization, medicine (designated in the prescription of the doctor), X-ray check, medical articles, ambulance, etc, which have been actually incurred and paid by the Insured in the hospital of the country or region where the accident takes place within ninety (90) days upon occurrence of such accident.

2.1.2 The dental treatment expenses covered by the Rider Clauses are only limited to the reasonable expenses paid for emergent and necessary dental treatment, as per diagnosis of the professional physician and acceptable to the Insurer, to reduce the pain from a dental injury due to any accident, including clinic registration fee and cost of drugs in prescription used to kill pain;

**2.1.3 Where the insurance accident under the Rider Clauses takes place outside the territory of China, the medical expenses incurred by the Insured in China will be subject to 20% of the insured amount specified in the insurance policy or certificate, within the following scope:**

**2.1.3.1 Within thirty days upon occurrence of any accident suffered by the Insured within the territory of China in compliance with the insurance accident of the Rider Clauses; or**

**2.1.3.2 Within thirty days after the Insured returns to China (not later than the ninety days as from the occurrence of the insurance accident under the Rider Clauses), provided it is necessary for the Insured to continue with the treatment after returning to China;**

**Reasonable, normal and necessary medical expenses in compliance with the provisions of the local administration for social medical insurance actually paid for medical treatment at Grade II or III or any medical organization accepted by the Insurer.**

**The Insurer will not be liable to pay for such expenses as drug, checkup, treatment and materials exceeding the scope of payment under the basic medical insurance at the place of medical treatment within the territory of China.**

**2.2 The deductible for each accident shall be subject to the deductible amount of the Rider as specified in the insurance policy or certificate and the Insurer shall not be liable to pay for any loss less than the deductible.**

### **ARTICLE 3 EXCLUSIONS**

**In case of any medical expenses incurred by the Insured directly or indirectly due to any one of the following circumstances, the Insurer shall not be liable for any payment:**

**3.1 Expenses for recovery treatment, physiotherapy, miscarriage prevention and delivery (including caesarean section, abortion and induced labor) of the Insured**

**3.2 Treatment expenses for any chronic disease, or disease suffered prior to the trip;**

**3.3 Medical expenses for treatment or prevention due to pestilence or pandemic;**

**3.4 Treatment expenses for intercentrum protrusion or malposition;**

**3.5 Expenses for contraception or operations related to sterilization;**

**3.6 Medical expenses due to drug allergy;**

**3.7 Medical expenses for treatment of tonsil, adenoid, hernia, female genital organ diseases or surgery for such diseases;**

**3.8 Incurable disease as diagnosed by the qualified physician prior to the**



trip;

**3.9. Such expenses which should be borne by the Insured as nursing (companion) fee, heating, food, idle time, and fitting of artificial eye, false teeth, artificial limb, articles for orthopedic, shaping and disabled, special nursing or private nursing;**

**3.10 Cosmetology, shaping, orthopaedy, unnecessary surgery, psychological consultation and corneal refractive surgery of the Insured;**

**3.11 Health care (including physical exam, health exam, recuperation, special nursing care or rest cure and other non-therapeutic behavior of the Insured and medical behavior without any objective syndrome to prove he/she is unhealthy and for the purpose of donating organs;**

**3.12 Behavior of the Insured for transplanting artificial organ, tooth wash, tooth cleaning, optometry, dental treatment or surgery and insertion, except for the general dental treatment or surgery due to any accident;**

**3.13 Treatment and recovery for congenital disease and symptom, hereditary disease, congenital malformation or defect of the Insured;**

**3.14 Disease and symptom, psychosis, schizophrenia, psychological disease and STD the Insured has suffered before the insurance is purchased;**

**3.15 Medical treatment or surgery the Insured insists to take overseas, though such medical treatment or surgery can be reasonably postponed or undertaken when the Insured returns to China as advised by the doctor who is in charge of the Insured or authorized doctor of the assistance organization;**

**3.16 Any expense for local rescue organization or a third party to provide services which the Insured is not required to pay for, or any expense included in the travel expenses, before arrival at the hospital;**

**3.17 Any expenses for the assistance service used or selected by the Insured without obtaining the consent from the Insurer before arrival at the hospital;**

**3.18 Expenses without any original or medical certificate issued by the hospital in and outside China;**

**3.19 Expenses for any clinic or emergency treatment and hospitalized treatment undertaken by the Insured upon returning home for the initial medical treatment due to the insurance liability hereto, which has not been diagnosed by the professional physician in the original department place;**

**3.20 Expenses for any clinic or emergency treatment and hospitalized treatment undertaken by the Insured though the initial medical treatment due to the insurance liability covered by the Rider has been diagnosed by the professional physician abroad, but such follow-up treatment taken upon returning home is not directly associated with the accidental injury or disease incurred abroad, which is covered by the Rider;**

**3.21 Expenses of any clinic or emergency treatment and hospitalized**

treatment undertaken by the Insured upon returning to original departing place though the Insured has not suffered any accidental injury or disease covered by the Rider while traveling overseas;

3.22 Items specified in the exclusion clause of the Main Insurance.

#### **ARTICLE 4 MEDICAL DEPOSIT AND ASSISTANCE SERVICE**

In case of any insurance accident under the Rider Clauses, when the Insured or his/her traveling companion may immediate notify the assistance organization entrusted by the Insurer or its authorized agent (hereinafter cited as "Assistance Organization") to provide medical treatment service consultancy or arrange for hospitalization., as for the medical deposit for the guaranteed hospitalization, the Assistance Organization will guarantee, within the limit of the insured amount, for the medical expenses during hospitalization of the Insured, subject to the authorization of the Insurer.

#### **ARTICLE 5 INSURED AMOUNT AND PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to thus Contract. The Insurer could stipulate the deductible with the Insured under the clause of this Contract.

Where the Insurer pays for the medical expenses under the insurance amount through the assistance institution, the expenses shall be paid directly to the assistance institution by the Insurer. The claim will not be accepted except it's from the assistance institution. Where the actual medical expenses exceed the insurance amount under this Rider clause, the extra expense will be settled directly between the Insured or his/her relatives and the assistance institution.

#### **ARTICLE 6 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

#### **ARTICLE 7 APPLICATION FOR INSURANCE BENEFIT**

7.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

7.1.1 Original copy of the insurance policy or certificate;

7.1.2 Household registration or ID certificate of the Insured;

7.1.3 Medical diagnosis certificate, medical record and original bills of medical treatment and medicine and original dispatch note issued by the

hospital , with attachment of such reports as pathological examination, consigned examination and other medical examination with medical instrument;

7.1.4 Certification document of accident acceptable to the Insurer;

7.1.5 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

7.1.6 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

7.2 The above documents and certification are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to compensate for the portion that cannot be verified.

7.3 In case of any foreign currency involved in calculating the loss and paying the insurance benefit under the Rider Clauses, it shall be converted into and paid in RMB. The relevant exchange rate shall be subject to the foreign exchange rate published by Bank of China on the date when the insurance accident under the Rider Clauses happens.

7.4 Where such loss of the Insured can be compensated by other approaches or other insurance policies, the Insured should first request the opposite party for payment or compensation. According to the relevant evidence or benefit payment certificate issued by the relevant institution or insurance underwriting company, the Insurer may undertake the liability to compensate, within the limit of insured amount under the Rider Clauses, for the remaining portion other than the above compensation amount to the Insured.

7.5 When the amount of insurance indemnity is less than the amount actually paid for the hospitalized treatment expenses, the claim applicant may request in writing the Insurer for return of the original bills and the Insurer will return the original bills stamped with the seal and marked with the amount of insurance indemnity paid.

## **ARTICLE 8 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

## **ARTICLE 9 DEFINITIONS**

9.1 Sudden disease means any sudden disease suffered or symptom observed initially by the Insured travelling overseas within the validation of the Rider Clauses, but excluding any diseases suffered or any symptom observed prior to the validation of the Rider Clauses and any chronic disease.

**9.2 Hospital means any medical institution acceptable to the Insurer, which is established and operates according to the national laws and complies with the following standards:**

**9.2.1 With the main operation purpose to attend and provide medical nursing and treatment for patients and injured persons in the form of hospitalization;**

**9.2.2 Provide patients with medical treatment under the guidance of one or more doctors, including at least one legally licensed qualified resident doctor for diagnostic service,**

**9.2.3 Maintain adequate proper equipments to provide patients with medical diagnosis and treatment and provide different kinds of surgery equipments in the institution or places under its management;**

**9.2.4 With legally licensed nurses to provide and guide the 24-hour full-time nursing services.**

**However hospitals referred to in the Rider Clauses shall not include the following institutions:**

**9.2.4.1 Asylum for lunatic;**

**9.2.4.2 Nursing home for elders, sanatorium, detoxification center and temperance center;**

**9.2.4.3 Health center or natural treatment center, recuperation or recovery center.**

**9.3 Congenital disease means any disease (symptom or physical sign) the Insured had upon birth. Such diseases are caused by changes in human genetic substance (including the chromosome and gene therein) harmful to human body, or abnormal development of partial cells of fetus due to the effect of physical, chemical and biological factors in internal and external environment to the mother in pregnancy results in any abnormal structure or function of relevant organ of the infant upon birth.**

**9.4 Original Departing Place means that if the Insured travels within the territory of China(excluding Hong Kong, Macau and Taiwan), then the original departing place is the residence of the Insured within the territory of China; If the Insured travels overseas( including Hong Kong, Macau and Taiwan), then the Original Departing Place means within the territory of China.**

**Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.**

## **ARTICLE 10 APPLICATION OF OTHER CLAUSES**

**Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.**

**HUATAI INSURANCE COMPANY OF CHINA LIMITED  
DOMESTIC/OVERSEAS TRAVEL INSURANCE  
MEDICAL EVACUATION & REPATRIATION RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, when the Insured travelling domestic/overseas with the valid travel document is seriously injured (see 10.1) in an accident or suffers from sudden disease (see 10.2) and needs the following assistance services upon confirmation by the assistance organization or its authorized agent (hereinafter cited as “Assistance Organization”) entrusted by the Insurer, the following assistance services shall be provided to the Insured and the Insurer will undertake the expenses thereof within the insured amount and scope of the Rider Clauses:

**2.1 Emergency Medical Evacuation**

**2.1.1** The Insured will be evacuated to a local hospital with proper conditions of medical nursing which is the closest to the place of insurance accident under the Rider Clauses;

**2.1.2** When the authorized doctor of the assistance organization has in the first place deemed the medical conditions of the local hospital at the place of insurance accident under the Rider Clauses cannot ensure the Insured will receive proper medical assistance timely, the Insured will be

transferred to another local hospital or a hospital in the neighboring country, with proper conditions of medical treatment. Upon completion of such medical evacuation, the insurance liabilities hereto shall be terminated.

2.1.3 During the evacuation, in case of need for the sickness, the assistance organization will assign its medical staff to escort the Insured.

2.1.4 The means for the emergency medical evacuation of the Insured shall be subject to the most suitable means available at the place of insurance accident. In case of transferring by air, a normal flight will be taken. The insured may be evacuated by air charter or medical emergency plane as deemed necessary by the assistance organization and accepted by the Insurer.

## **2.1 Emergency Medical Repatriation**

2.2.1 If the authorized doctor of the assistance organization deems the injury or sickness of the Insured as stable, the assistance organization will arrange the Insured to take a normal flight for returning to original departing place. If the authorized doctor of the assistance organization deems it necessary, medical escort may be provided in the process of transferring the Insured to original departing place.

2.2.2 If the injury or sickness of the Insured allows as deemed by the authorized doctor of the assistance organization, the assistance organization will arrange the Insured to return to airport of original departing place according to the appointment of the Insured. Where the place is not appointed or cannot be appointed, the Insured will be sent to the airport closest to the place where the Insured resides normally within the territory of China. If the authorized doctor of the assistance organization deems it necessary for the Insured to be hospitalized for medical treatment upon arrival in original departing place, the Insured will be sent to any hospital designated by the Insured in the place where the above airport is located. Where the Insured fails to or cannot define any hospital, the Insured will be sent to the hospital with proper conditions of medical treatment and nursing in the place where he/she resides normally within the territory of China and the responsibility for medical repatriation is thus terminated.

2.2.3 If the authorized doctor of the assistance organization deems the health status of health of the Insured fit for him or her to return to Original departing place by a normal flight, the Insured shall use the original return ticket or electronic ticket voucher purchased initially for the trip. If the original return ticket or electronic tick voucher purchase by the Insured has expired during the assistance, the assistance organization will pay for the return ticket of the Insured, but the Insured is required to hand over the original return ticket or electronic ticket voucher to the assistance organization or provide the assistance organization with the certificate for earlier purchasing such return ticket.

If the Insured has no original return ticket or electronic ticket voucher or fails to provide any certificate, the Insured will bear the cost for the one-way ticket from where he or she is to Original departing place.

2.3 According to the physical status of the Insured and requirement for medical treatment, the assistance organization has the right to decide on the means and destination for evacuation or repatriation, including the deployment of professional doctor, nurse and necessary transport means. The insurance liabilities of the Insurer are only subject to the expenses of the above medical evacuation and repatriation, including the cost of transportation, medical nursing in transportation and medical equipment and articles arranged by the assistance organization.

## **2.2 Optional Benefit: Body Remains Repatriation**

During the insurance period of the Rider Clauses, when the Insured travelling domestic/overseas with the valid travel document is seriously injured in an accident or suffers from sudden disease and dies afterwards because of this direct and sole reason, the assistance organization or its authorized agent (hereinafter cited as “Assistance Organization”) entrusted by the Insurer, following the wills of the Insured or the wishes of its relatives, will arrange the body remains preserved or cremated in the place where the insured accident occurs ( the death place of the Insured, hereinafter cited as “Accident Place” ) in the framework of the local laws and regulations requirements, and repatriate the body remains or bone ashes of the Insured to the original departing place. The Insurer will undertake the expenses thereof within the insured amount and scope of the Rider Clauses:

2.4.1 If the body remains of the Insured is to be repatriated to the original departing place, the Assistance Organization will undertake to repatriate the body remains from the Accident Place to the nearest airport to the original departing place, and cost borne by the coffin will be based on the local standard in the Accident Place

2.4.2 If cremation is chosen, the Assistance Organization will arrange cremation of the body remains of the Insured and return the bone ashes to the original departing place of the Insured (the transportation cost will be based on normal flight standard), cost borne by the cremation will be based on the local standard in the Accident Place.

2.4.3 If the local burial of body remains is chosen, the Assistance Organization will arrange the burial of body remains in place, cost borne by the burial will be based on the local standard in the Accident Place.

2.4.4 Unless specified otherwise in this Rider Clause, if the wills of the Insured or the wishes of the relatives can not be determined in time, or if the wills of the Insured is against the local law or regulation and the wishes of the relatives can not be determined in time, the Assistance Organization will undertake, in the framework of the local law and regulation requirement, to arrange the cremation of the body remains of

the Insured in the first place, and return the body ashes to the original departing place of the Insured (the transportation cost will be based on normal flight standard) ,cost borne by the cremation will be based on the local standard in the Accident Place.

2.4.5 If the wills of the Insured or the wishes of the relatives is against the local law and regulations, the Rider clause will terminate when the Assistance Organization is informed of the wishes of the relatives and the insurance liability will terminate simultaneously. The Insurer will return the Applicant the unexpired premium.

2.5 The expenses required for the above assistance services (except for those to be borne by the Insured) will be paid directly to the assistance organization upon verification and confirmation by the Insurer, with the maximum amount of such expenses subject to the insured amount specified in the insurance policy or certificate. Where the actual expense exceeds the insured amount of the Rider, such additional amount will be settled by the Insured or his/her relative with the assistance organization.

2.6 Any expense incurred without approval and arrangement by the assistance organization shall not be paid by the Insurer. Where, in case of any emergency medical treatment, the policy holder, the Insured and traveling companion fails to notify the assistance organization for certain reasons, the Insurer will have the right to compensate for the relevant expenses actually paid by the Insured according to the insurance scheme selected by the policy holder and the standard of reasonable expenses required for the assistance organization to provide or arrange such services under the same circumstance.

### **ARTICLE 3 EXCLUSIONS**

In case of any medical evacuation and repatriation required by the Insured directly or indirectly due to any one of the following circumstances, the Insurer shall not be liable for any payment:

3.1 Recovery treatment, physiotherapy, miscarriage prevention and delivery (including caesarean section, abortion and induced labor) of the Insured;

3.2 Cosmetology, shaping, orthopaedy, unnecessary surgery, psychological consultation and corneal refractive surgery of the Insured;

3.3 Health care (including physical exam, health exam, recuperation, special nursing care or rest cure and other non-therapeutic behavior of the Insured and medical behavior without any objective syndrome to prove he/she is unhealthy and for the purpose of donating organs;

3.4 Behavior of the Insured for transplanting artificial organ, tooth wash, tooth cleaning, optometry, dental treatment or surgery and insertion, except for the general dental treatment or surgery due to any accident;

3.5 Treatment and recovery for congenital disease and symptom, hereditary disease, congenital malformation or defect of the Insured;



**3.6 Disease and symptom, psychosis, schizophrenia, psychological disease and STD the Insured has suffered before the insurance is purchased;**

**3.7 The Insured insists on medical evacuation or repatriation, which is not necessary in opinion of the doctor who is in charge of the Insured or the authorized doctor of the assistance organization;**

**3.8 Any expense for a third party to provide services which the Insured is not required to pay for, or any expense included in the travel expenses;**

**3.9 Any expenses for the evacuation and repatriation that is not approved and arranged by the assistance organization;**

**3.10 Assistance directly or indirectly due to pestilence or pandemic;**

**3.11 Items specified in the exclusion clause of the Main Insurance.**

**3.12 The Insured shall strictly abide by the assistance procedure determined by the Insurer and the assistance organization; otherwise the Insurer may not undertake any insurance liability hereto and may immediately stop all the assistance services, without paying for any expenses arising from failure to abide the advice from the assistance organization and to obtain the consent from the assistance organization. If the Insured rejects the assistance procedure proposed by the assistance organization, the Insurer shall not be liable for any consequence thereof.**

#### **ARTICLE 4 INSURED AMOUNT AND PREMIUM**

**The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract. The Insurer could stipulate the deductible with the Insured under the clause of this Contract.**

#### **ARTICLE 5 INSURANCE PERIOD**

**The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.**

#### **ARTICLE 6 DUTY OF THE INSURED**

**6.1 Within the insurance period of the Rider Clauses, in case of need for emergency medical evacuation and repatriation due to any insurance accident to the Insured within the scope of insurance liabilities, the Insured should immediately dial the assistance telephone designated to contact with the assistance organization.**

**6.2 If the assistance organization has agreed to pay and has paid any expenses for the Insured, which is not covered by the Rider, the assistance organization shall settle with the Insured and his/her relative.**

## **ARTICLE 7 APPLICATION FOR INSURANCE BENEFIT**

The insurance hereto is the emergency assistance insurance. In the event that the Insured suffers from any insurance accident in compliance with the provisions hereto, the Insured shall notify timely the assistance organization according to the provision of Clause 6 hereto and the Insurer will provide, through the assistance organization, and undertake the relevant expenses of services specified hereto and shall not accept any claim rather than through the assistance organization.

## **ARTICLE 8 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

## **ARTICLE 9 OTHER MATTERS**

9.1 In case of any failure or delay to fulfill the liability of emergency assistance directly or indirectly due to any reason out of the control of the Insurer and the assistance organization, the Insurer shall not be liable. Reasons out of the control of the Insurer include (but not limited to) natural disaster, strike, condition of flight, war, act of the local government or international organization at the pace of insurance accident or evacuation and other force majeure.

9.2 According to the advice from the authorized doctor of the assistance organization, the Insurer will arrange for the emergency assistance and has the right to reject any request unfavorable for the health status and safety of the Insured. Where the Insurer or the assistance organization deems any relevant expense unreasonable, the Insurer has the right to control such expenses within a reasonable and normal limit in compliance with the international practice.

9.3 All assistance and services provide to the Insured shall be subject to the relevant international conventions and the laws of the relevant country and region.

## **ARTICLE 10 DEFINITIONS**

10.1 Severe injury means any injury of the Insured, which may endangers the life of the Insured and is not fit for continuing with the scheduled trip as diagnosed and proven by the doctor.

10.2 Sudden serious disease means any sudden disease suffered or symptom observed initially by the Insured travelling overseas within the validation of the Rider Clauses, which has been diagnosed and certified by the doctor as may endanger the life of the Insured and may not be fit for the Insured to continue with the scheduled trip, but excluding any

diseases suffered or any symptom observed prior to the validation of the Rider Clauses and any chronic disease.

**10.3 Original Departing Place** means that if the Insured travels within the territory of China(excluding Hong Kong, Macau and Taiwan), then the original departing place is the residence of the Insured within the territory of China; If the Insured travels overseas( including Hong Kong, Macau and Taiwan), then the Original Departing Place means within the territory of China.

**10.4 Congenital disease** means any disease (symptom or physical sign) the Insured had upon birth. Such diseases are caused by changes in human genetic substance (including the chromosome and gene therein) harmful to human body, or abnormal development of partial cells of fetus due to the effect of physical, chemical and biological factors in internal and external environment to the mother in pregnancy results in any abnormal structure or function of relevant organ of the infant upon birth. Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

#### **ARTICLE 11 APPLICATION OF OTHER CLAUSES**

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

**HUATAI INSURANCE COMPANY OF CHINA LIMITED  
DOMESTIC/OVERSEAS TRAVEL INSURANCE  
HOSPITAL VISIT RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, where the Insured traveling domestic/overseas on the tour route specified in the policy or certificate of the main contract encounters any injury accident or suffers from sudden disease (see 8.1), has to be hospitalized (see 8.2) for medical treatment of more than seven days (twenty four hours of hospitalization as one day, but excluding the days when the Insured leaves the hospital during hospitalization) as diagnosed by the doctor of the hospital at the county level or above, cannot manage his/her life independently and is not taken care of by any adult, the Insurer will be liable to pay, subject to the limit of insured amount under the Rider, for

the following reasonable and necessary expenses actually paid for one of his/her linear relative in China to go for hospital visit and care:

2.1 Return train ticket, steamer ticket and air ticket of economic class for the visitor from his/her normal residence to where the Insured is located;

2.2 Accommodation expenses (subject to the standard room) and public transport expenses during the period of attending to the Insured till the Insured is dispatched, but maximum to eighty days.

Upon occurrence of insurance accident, the Insured or his/her linear relative may request the assistance organization entrusted by the Insurer or its authorized agent to arrange air ticket, steamer ticket, train ticket and hotel.

### **ARTICLE 3 EXCLUSIONS**

In case of any insurance accident directly or indirectly due to any one of the following circumstances, the Insurer shall not be liable for any payment:

3.1 Recovery treatment, physiotherapy, miscarriage prevention and delivery (including caesarean section, abortion and induced labor) of the Insured;

3.2 Treatment for any chronic disease, or disease suffered prior to the trip;

3.3 Medical treatment or prevention due to pestilence or pandemic;

3.4 Treatment due to lumbosacral disc disease or disorder;

3.5 Treatment due to contraception or operations related to sterilisation;

3.6 Treatment due to drug allergy;

3.7 Treatment of or surgery for tonsils, adenoids, hernia or a disease peculiar to the female reproductive organs;

3.8 Incurable disease as diagnosed by the qualified physician prior to the trip;

3.9 Cosmetology, shaping, orthopaedy, unnecessary surgery, psychological consultation and corneal refractive surgery of the Insured;

3.10 Health care (including physical exam, health exam, recuperation, special nursing care or rest cure and other non-therapeutic behavior of the Insured and medical behavior without any objective syndrome to prove he/she is unhealthy and for the purpose of donating organs;

3.11 Behavior of the Insured for transplanting artificial organ, tooth wash, tooth cleaning, optometry, dental treatment or surgery and insertion, except for the general dental treatment or surgery due to any accident;

3.12 Treatment and recovery for congenital disease and symptom, hereditary disease, congenital malformation or defect of the Insured;

3.13 Disease and symptom, psychosis, schizophrenia, psychological disease and STD the Insured has suffered before the insurance is purchased;

3.14 Medical treatment or surgery the Insured insists to take locally while

travelling overseas, though such medical treatment or survey can be reasonably postponed or undertaken when the Insured returns to Original departing place as advised by the doctor in charge of the Insured or authorized doctor of the assistance organization;

3.15 Expenses without any original or medical certificate issued by the local hospital;

3.16 The Insured refusing to take advice from the assistance organization;

3.17 Items specified in the exclusion clause of the Main Insurance.

#### **ARTICLE 4 INSURED AMOUNT AND PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract. The Insurer could stipulate the deductible with the Insured under the clause of this Contract.

#### **ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

#### **ARTICLE 6 APPLICATION FOR INSURANCE BENEFIT**

6.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

6.1.1 Original copy of the insurance policy or certificate;

6.1.2 Household registration or ID certificate of the Insured;

6.1.3 Original copy and photocopy of the certification document for the relationship between the Insured and the visitor;

6.1.4 List of and original invoice for the accommodation expenses and public transport expenses of the visitor;

6.1.5 Original invoice or receipt for the economic-class return air ticket, steamer ticket and train ticket of the visitor and original boarding card;

6.1.6 Medical diagnosis certificate, medical record and original bills of medical treatment and medicine and original dispatch note issued by the hospital at the county level and above, with attachment of such reports as pathological examination, consigned examination and other medical examination with medical instrument;

6.1.7 Certification document of accident acceptable to the Insurer; and

6.1.8 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

6.1.9 Other certification and documents in connection with verification of

the nature, reason and loss of the insurance accident.

6.2 The above documents and certification are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to compensate for the portion that cannot be verified.

6.3 If foreign currency is involved for the loss calculation and benefits payments in this Rider Clauses, it will be converted to Chinese Yuan (RMB) and will be compensated in RMB accordingly. The exchange rate will be determined based on the rate published by Bank of China on the date that the visitor departs from his/her residence.

6.4 Where such loss of the Insured can be compensated by other approaches or other insurance policies, the Insured should first request the opposite party for payment or compensation. According to the relevant evidence or benefit payment certificate issued by the relevant institution or insurance underwriting company, the Insurer may undertake the liability to compensate, only within the limit of insured amount under the Rider Clauses, for the remaining portion other than the above compensation amount to the Insured.

#### **ARTICLE 7 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### **ARTICLE 8 DEFINITIONS**

8.1 Sudden serious disease means any sudden disease suffered or symptom observed initially by the Insured travelling within the validation of the Rider Clauses, but excluding any diseases suffered or any symptom observed prior to the validation of the Rider Clauses and any chronic disease.

8.2 Hospitalization means the Insured is hospitalized in the regular ward for medical treatment and has to complete the formal formality of registration for hospitalization as per diagnosis and stays in the hospital for more than twenty four hours, but it shall exclude the clinic observation room, family sickbed, other false hospitalization and unreasonable hospitalization. If the Insured leaves the ward out of non-treatment purpose for twelve hours and above, it shall be deemed as dispatched automatically.

8.3 Original Departing Place means that if the Insured travels within the territory of China(excluding Hong Kong, Macau and Taiwan), then the original departing place is the residence of the Insured within the territory of China; If the Insured travels overseas( including Hong Kong,

Macau and Taiwan), then the Original Departing Place means within the territory of China.

**8.4 Congenital disease means any disease (symptom or physical sign) the Insured had upon birth. Such diseases are caused by changes in human genetic substance (including the chromosome and gene therein) harmful to human body, or abnormal development of partial cells of fetus due to the effect of physical, chemical and biological factors in internal and external environment to the mother in pregnancy results in any abnormal structure or function of relevant organ of the infant upon birth. Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.**

#### **ARTICLE 9 APPLICATION OF OTHER CLAUSES**

**Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.**



**HUATAI INSURANCE COMPANY OF CHINA LIMITED  
DOMESTIC/OVERSEAS TRAVEL INSURANCE  
TRIP CANCELLATION RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider, the Rider covers the trip cancelled by the Insured due to one of the following accidents. The Insurer will be liable to pay for the cancellation fine and lost deposits for travel and accommodation arrangements which the Insured has paid in advance but not yet used and which is not refundable:

**2.1 Basic benefits**

**2.1.1** The Insured is dead, seriously injured (see 8.1) in a serious accident or suffers from any sudden serious disease (see 8.2).

**2.1.2** The spouse (see 8.3), parent or child of the Insured is dead, seriously injured in a serious accident or suffers from any sudden serious disease after the Rider Clauses becomes effective.

Before the Rider becomes effective, the physical condition of the Insured must be fit for travel and the Insured is not aware of any status that may cause the cancellation of the trip planned in advance.

**2.2 Optional benefits (single or multiple)**

**2.2.1** Unexpected strike or riot of employees of public transport means carrier (see 8.4);

**2.2.2** Unsuitable for the original journey due to epidemics (see 8.5)

**2.2.3** Unsuitable for the original journey due to unexpected riot or natural disasters at the scheduled travel destination;

Before the Rider becomes effective, the physical condition of the Insured must be fit for travel and the Insured is not aware of any status that may cause the cancellation of the trip planned in advance.

**ARTICLE 3 EXCLUSIONS**

In case of any one of the following circumstances that directly or

indirectly cause trip cancellation or any loss to the Insured, the Insurer shall not be liable for any payment:

3.1 The Insured is already aware of the circumstance that may lead to trip cancellation upon paying in advance for transport, accommodation or relevant tour products;

3.2 Lost of expenses issued by the travel agency, transport means carrier and accommodation supplier and other travel agency is sure to refund.

3.3 Loss arising from prohibition or regulation by any Government;

3.4 Loss arising from bankruptcy or breach of the travel agency, transport means carrier, accommodation supplier and other travel agency.

3.5 Loss arising from the conflict of the original trip by the Insured;

3.6 Loss arising from the cancellation of the trip due to economic reason.

3.7 Due to the Insured or his/her traveling companion or immediate family member commits a crime.

3.8 Due to the trip must be cancelled, the Insured dose not inform the travel agency, transport means carrier, accommodation supplier and other travel agency immediately.

3.9 Recovery treatment, physiotherapy, miscarriage prevention and delivery (including caesarean section, abortion and induced labor) of the Insured;

3.10 Cosmetology, shaping, orthopaedy, unnecessary surgery, psychological consultation and comeal refractive surgery of the Insured;

3.11 Health care (including physical exam, health exam, recuperation, special nursing care or rest cure) and other non-therapeutic behavior of the Insured and medical behavior without any objective syndrome to prove he/she is unhealthy and for the purpose of donating organs;

3.12 Behavior of the Insured for transplanting artificial organ, tooth wash, tooth cleaning, optometry, dental treatment or surgery and insertion, except for the general dental treatment or surgery due to any accident;

3.13 Treatment and recovery for congenital disease and symptom, hereditary disease, congenital malformation or defect of the Insured;

3.14 Disease and symptom, psychosis, schizophrenia, psychological disease and STD the Insured has suffered before the insurance is purchased;

3.15 Any expense for a third party to provide services which the Insured is not required to pay for or any expense included in the travel expenses;

3.16 The companion or relative is dead or sick due to any pre-existing disease or symptom;

3.17 Any injury or sickness that is not certificated in writing by a medical doctor;

3.18 The Insured or his/her traveling companion change the travel schedule;

3.19 Prohibition or regulation by any Government;

- 3.20 Failure to travel or change of journey directly or indirectly due to epidemics;
- 3.21 Directly or indirectly due to the Insured or his/her traveling companion or relative being quarantined;
- 3.22 A tour operator or wholesaler being unable to complete arrangements for any tour because there were not enough people to go on the tour;
- 3.23 Compensation arises directly or indirectly from an act or threat of terrorism;
- 3.24 Unsuitable for the original journey due to unexpected riot or natural disasters at the scheduled travel destination;
- 3.25 The death, injury or sickness of any person who resides outside of Mainland China;
- 3.26 The Insured can not provide the original copy of the notice on cancellation fees or lost deposits from travel agency, transportation carrier, or hotel.;
- 3.27 The Insured can not provide the original FaPiao (invoice) of the cancellation fee or lost deposits;
- 3.28 Items specified in the exclusion clause of the Main Insurance.

#### **ARTICLE 4 INSURANCE AMOUNT AND INSURANCE PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract.

#### **ARTICLE 5 INSURANCE PERIOD**

The starting time for the period of cover of the Rider Clauses is the later one of the following two circumstances: 1) when the Insured purchase the Rider and pays off the premium; 2) or the 7<sup>th</sup> day before the travel starts.

The termination time for the insurance period is the time when the Insured ends the travel.

#### **ARTICLE 6 APPLICATION FOR INSURANCE BENEFIT**

6.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

- 6.1.1 Original copy of the insurance policy or certificate;
- 6.1.2 Household registration or ID certificate of the Insured;
- 6.1.3 Receiving report of the dead or death certificate stamped with the official seal, photocopy of the certification for the household registration cancellation of the dead, or original certificate issued by the doctor

regarding the serious injury or disease of the spouse, parent or child of the Insured;

6.1.4 Photocopy of certification for the relationship between the Insured and the dead;

6.1.5 Original copy of medical certificate proving the Insured is unsuitable for the scheduled trip;

6.1.6 List of and original invoice or receipt of advance paid for transport, accommodation and relevant tour product;

6.1.7 List of expenses issued by the travel agency, transport means carrier and accommodation supplier, certifying the portion already paid but not yet used by the Insured, which is not refundable;

6.1.8 Original air ticket, train ticket and steamer ticket already paid but not used due to trip cancellation;

6.1.9 Certification documents of accident of acceptable by the Insurer;

6.1.10 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

6.1.11 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

6.2 The above documents and certification are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.

6.3 Where such loss of the Insured can be paid by other approaches or other insurance policies, the Insured should first request the opposite party for payment or compensation. According to the relevant evidence or benefit payment certificate issued by the relevant institution or insurance underwriting company, the Insurer may undertake the liability to pay, within the limit of insured amount under the Rider Clauses, for the remaining portion other than the above compensation amount to the Insured.

## **ARTICLE 7 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

## **ARTICLE 8 DEFINITIONS**

8.1 Seriously injured means any injury or disease suffered by the Insured, which may endanger the life of the Insured and may not be fit for the scheduled trip as diagnosed and proven by doctors.

8.2 Sudden serious disease means any sudden disease suffered or symptom observed initially by the Insured travelling overseas within the

validation of the Rider Clauses, which has been diagnosed and certified by the doctor as may endanger the life of the Insured and may not be fit for the Insured to continue with the scheduled trip, but excluding any diseases suffered or any symptom observed prior to the validation of the Rider Clauses and any chronic disease.

**8.3 Spouse** means the legal husband or wife of the Insured upon occurrence of the insurance accident.

**8.4 Common carrier** refers to the following carriers duly licensed from relevant government authorities for the regular transportation of fare-paying passengers:

(1) Public bus, coach, taxi, ferry boat, hovercraft, hydrofoil craft, steamer, train, tramcar, railway train (including subway, light track and maglev train);

(2) Airplanes operated by airlines with fixed flights between commercial passenger airports;

(3) Helicopters operated by an airline between commercial passenger airports or between licensed helicopter stations;

(4) Airport coach operated as per fixed route and time schedule.

Where any of the above public transport means are used for other purpose than as public transport means, it shall not comply with the definition of “common carrier” hereto. Additionally, the governmental, business and private air charters are included in the definition of public transport means.

**8.5 Congenital disease** means any disease (symptom or physical sign) the Insured had upon birth. Such diseases are caused by changes in human genetic substance (including the chromosome and gene therein) harmful to human body, or abnormal development of partial cells of fetus due to the effect of physical, chemical and biological factors in internal and external environment to the mother in pregnancy results in any abnormal structure or function of relevant organ of the infant upon birth. Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

## **ARTICLE 9 APPLICATION OF OTHER CLAUSES**

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

**HUATAI INSURANCE COMPANY OF CHINA LIMITED  
DOMESTIC/OVERSEAS TRAVEL INSURANCE  
TRAVEL DELAY RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Insurance Personal Accident (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, where the public transport means (see 8.1) taken by the Insured traveling domestic/overseas with the valid travel document are delayed due to any natural disaster, severe weather, mechanical breakdown, air control, strike, hijacking or sabotage and temporary protest of aviation and navigation workers, the Insurer shall be liable to pay the insurance benefit, within the limit of relevant insured amount under the Rider Clauses, for the delay of each consecutive time period specified in the insurance policy or certificate:

2.1 The time delayed for the flight to take off reaches the time period specified in the insurance policy or certificate and delay in take-off reaches the term and no other flights are available to the Insured to take at the same airport within the time period specified above as from the original flight schedule;

2.2 The time delayed for other public transport means to depart reaches the time period specified in the insurance policy or certificate, and the carrier fails to arrange the most convenient transport means as substitution for the Insured.

**ARTICLE 3 EXCLUSIONS**

In case of any one of the following circumstances that directly or indirectly cause travel delay or any of the following losses to the Insured, the Insurer shall not be liable for any payment:

3.1 The Insured is already aware of any circumstance that may lead to a travel delay before travelling;

3.2 After check-in, the Insured fails to board the public transport means on time (except for the failure of the Insured to board on time due to any accident under the insurance liability of the Rider Clauses);

3.3 The Insured fails to check in as per schedule or the Insured fails to obtain the written certification about the time of and reason for such delay from the public transport means carrier;

3.4 The Insured fails to board on the earliest convenient substitutive

transport means arranged by the carrier of public transport means.

3.5 Strikes or protesting activities already incurred or announced before the Insured departs for travel, which cause the public transport out of order and the Insured failed to take reasonable alternative travel arrangement plan.

3.6 Delay directly or indirectly caused by the epidemic or pandemic diseases.

3.7 Items specified in the exclusion clause of the Main Insurance.

#### **ARTICLE 4 INSURANCE PERIOD**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract.

#### **ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

#### **ARTICLE 6 APPLICATIONS FOR INSURANCE BENEFIT**

6.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

6.1.1 Original copy of the insurance policy or certificate;

6.1.2 Household registration or ID certificate of the Insured;

6.1.3 Original copy of the report submitted by the Insured to the local police or other relevant departments and the certification document of insurance accident there from and the list of losses;

6.1.4 If the Insured has lost his/her personal money in a hotel, the original copy of insurance accident certificate issued by the hotel, including the date and course of the insurance accident;

6.1.5 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

6.1.6 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

6.2 The above documents and certifications are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.

#### **ARTICLE 7 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately

terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### **ARTICLE 8 DEFINITIONS**

Common carrier refers to the following carriers duly licensed from relevant government authorities for the regular transportation of fare-paying passengers:

(1) Public bus, coach, taxi, ferry boat, hovercraft, hydrofoil craft, steamer, train, tramcar, railway train (including subway, light track and maglev train);

(2) Airplanes operated by airlines with fixed flights between commercial passenger airports;

(3) Helicopters operated by an airline between commercial passenger airports or between licensed helicopter stations;

(4) Airport coach operated as per fixed route and time schedule.

Where any of the above public transport means are used for other purpose than as public transport means, it shall not comply with the definition of “common carrier” hereto. Additionally, the governmental, business and private air charters are included in the definition of public transport means.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

#### **ARTICLE 9 APPLICATION OF OTHER CLAUSES**

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.



**HUATAI INSURANCE COMPANY OF CHINA LIMITED  
DOMESTIC/OVERSEAS TRAVEL INSURANCE  
BAGGAGE DELAY RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, where the Insured traveling domestic/overseas with the valid certificate, upon his arrival at the destination, fails to claim back his baggage herein carried by the common carrier taken by the insured (see 8.1) within the time specified in the Policy Schedule or Policy Certificate, the Insurer will pay the benefits for delay in the Rider Clauses

**ARTICLE 3 EXCLUSIONS**

3.1 In case of any one of the following circumstances that directly or indirectly cause the loss of or damage to the personal and carried-on items of the Insured, the Insurer shall not be liable for any compensations:

3.1.1 The Insured has realized any possibility that may cause baggage

- delay before leaving the original departing place;
- 3.1.2 Action of the customs or other governmental authorities, such as confiscation, detaining, separating, quarantine, levying or destroying;
- 3.1.3 The personal baggage entrusted by the Insured detained in the place of the common carrier or its agent;
- 3.1.4 The Insured failed to notify the common carrier in the destination and to get the certification for the baggage delay;
- 3.1.5 The registered baggage which is not entrusted by this trip;
- 3.1.6 There are restricted pieces in the personal baggage of the Insured;
- 3.1.7 The baggage delay when the Insured comes back the original departing place;
- 3.1.8 There are strikes or protesting activities already happened or announced before the Insured begins the trip, which cause the public transportation out of order. The Insured failed to take reasonable alternative travel plan, which caused the baggage delay;
- 3.1.9 After registration, the Insured failed to take the common carrier on time, which causes the baggage delay;
- 3.1.10 The Insured failed to register according to the schedule or the Insured failed to get the written certification from the common carrier to show the delay time and cause;
- 3.1.11 The delay caused directly or indirectly caused by epidemic or pandemic or large-scale prevalence of infectious disease;
- 3.1.12 Items specified in the exclusion clause of the Main Insurance.

#### **ARTICLE 4 INSURED AMOUNT AND PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract.

#### **ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

#### **ARTICLE 6 APPLICATION FOR INSURANCE BENEFIT**

6.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

- 6.1.1 Original copy of the insurance policy or certificate;
- 6.1.2 Household registration or ID certificate of the Insured;
- 6.1.3 Original copy of the report furnished by the common carrier or its agent, showing the date of the accident happened, the cause of baggage delay and the information to claim back the baggage;

- 6.1.4 Original copy of the common carrier receipts;
- 6.1.5 Original copy of the baggage receipts;
- 6.1.6 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.
- 6.1.7 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.
- 6.2 The above documents and certification are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.

#### **ARTICLE 7 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### **ARTICLE 8 DEFINITIONS**

8.1 Registered baggage means any baggage the Insured entrusts the carrier for care and carriage while taking the public transport means, for which the baggage check has been completed properly, excluding the commercial goods registered.

8.2 Common carrier refers to the following transport means to legally carry passengers on a charge basis according to the license of public transport license issued by the local governmental authority as per law:

(1) Public bus, coach, taxi, ferry boat, hovercraft, hydrofoil craft, steamer, train, tramcar, railway train (including subway, light track and maglev train);

(2) Airplanes operated by airlines with fixed flights between commercial passenger airports;

(3) Helicopters operated by an airline between commercial passenger airports or between licensed helicopter stations;

(4) Airport coach operated as per fixed route and time schedule.

Where any of the above public transport means is used for other purpose than as public transport means, it shall not comply with the definition of "public transport means" hereto. Additionally, the governmental, business and private air charters are included in the definition of public transport means.

8.3 Original Departing Place means that if the Insured travels within the territory of China(excluding Hong Kong, Macau and Taiwan), then the original departing place is the residence of the Insured within the territory of China; If the Insured travels overseas( including Hong Kong, Macau and Taiwan), then the Original Departing Place means within the

territory of China.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

#### **ARTICLE 9 APPLICATION OF OTHER CLAUSES**

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

### **HUATAI INSURANCE COMPANY OF CHINA LIMITED DOMESTIC/OVERSEAS TRAVEL INSURANCE PERSONAL BAGGAGE RIDER**

#### **ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

## **ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, in case of loss of or damage to any baggage, personal effects therein and carried-on items legally owned by the Insured traveling domestic/overseas with the valid certificate due to theft and robbery by any third parties. Within twenty-four hours upon occurrence of insurance accident under the Rider Clauses that is or should be known, the insured should report the case to the local customs, police or other relevant department from which to collect the certificate of insurance accident. Within the limit of the relevant insured amount, the Insurer will pay for the relevant repairs or actual value.

As for any loss of the personal baggage, items and carried-on items of the Insured, the Insurer has the right to pay in the following way:

2.1 In currency: according to the actual loss of the damaged object and terms of the Rider Clauses, compensation will be made by paying the insurance benefit.

2.2 In kind: the Insurer substitutes the insured object in kind.

2.3 By repairing: the Insurer repairs or entrusts others to repair the damaged object under insurance.

As any extra expense arising from any modification, performance increase or improvement of the damaged insured object by the Insured in the process of substitution or repair, the Insurer shall not be liable to pay.

Where the lost or damaged personal baggage or carried-on items of the Insured were purchased one year ago, the Insurer may pay for or repair appropriately at discretion according to the extent of wear and tear and depreciation.

## **ARTICLE 3 EXCLUSIONS**

3.1 In case of any one of the following circumstances that directly or indirectly cause the loss of or damage to the personal and carried-on items of the Insured, the Insurer shall not be liable for any compensations:

3.1.1 Intentional behavior of the Insured which causes any insurance accident shown in the rider or the behavior to conceal and cheat and behavior of violating the local laws where the accident takes place;

3.1.2 Action of the customs or other governmental authorities, such as confiscation, detaining, separating, quarantine, levying or destroying;

3.1.3 Wear and tear, depreciation, moulding, vermin, decomposition,

corrosion, gradual deterioration, sunlight, heating, drying, dyeing and replacement of the baggage and items of the Insured or any damage in the process of repairing, washing or renovating intended by the Insured or due to atmospheric change or any loss and damage due to scratching, denting, mechanical or electric damage, improper use, technical or design defect and use of defective materials;

3.1.4 Any loss due to any defect, improper packaging, improper management, unsupervision and improper use of the baggage of the Insured and any loss due to any provocation of the Insured;

3.1.5 Loss arising from scratching, tearing or besmirching.

3.1.6 Loss of goods stolen by business partner, relative or traveling companion of the Insured;

3.1.7 The Insured has left his/her baggage unsupervised in the public area or fails to fulfill his/her obligation to take care of it.

3.1.8 Items specified in the exclusion clause of the Main Insurance.

3.2 The Insurer shall not be liable to pay for any loss of the following properties:

3.2.1 Gold, silver, jewelry, embedded or not embedded precious or semi-precious stone.

3.2.2 Laptop, electronic notepad and handset phone (all of them including accessories).

3.2.3 Glass products, porcelain, ceramics and other fragile articles, furniture, antiques, art works.

3.2.4 Audio and video products, computer software, seals and documents;

3.2.5 Damage of frangible goods or spectacles;

3.2.6 Inflammable, explosive and dangerous goods;

3.2.7 Daily consumables, animal, plant and food;

3.2.8 Articles, samples and mails for business activities;

3.2.9 Cash (including notes), traveler's cheque, cheque, bond or securities, instrument, post stamps, revenue stamp, interest coupon, title deed, stock and other valuable securities, token card (including credit card) and other payment instruments, travel document;

3.2.10 Loss of data recorded in tape, memory card, CD, DVD, software, memory stick or other similar devices;

3.2.11 Loss or damage of registered baggage or souvenirs or items mailed or shipped separately;

3.2.12 Mysterious disappearance of baggage or items;

3.2.13 All kinds of bikes, automobiles (and accessories), motor bikes, boat, engines or other transportation means;

3.2.14 Leased equipment;

3.2.15 Theft, loss or damage to valuables, which are not kept on the Insured, unless they are locked in Insured's accommodation or placed

in a safe or safety deposit box and there is evidence of forcible, violent entry;

3.2.16 Loss, theft or damage to personal baggage or valuables left behind by the Insured in any hotel or motel room after you have checked out or items left behind in any aircraft, ship, train, taxi or bus;

3.2.17 Thefts in accommodation without forceful breaking and entering;

3.2.18 Smuggling, illegal transportation or trading;

3.2.19 Items that can operate normally or restore normally after repair by the carrier, hotel or any other responsible party;

3.2.20 The Insured fails to report to the local customs, police or other relevant department from which to collect the certificate of insurance accident, within twenty-four hours upon occurrence of insurance accident under the Rider Clauses, which the Insured knows or should know,.

3.2.21 Any loss that can be paid for from the public transport carrier, travel agency, hotel or other insurance policies;

3.2.22 Loss due to devaluation;

3.2.23 Baggage and items being lost, stolen or damaged in Original departing place.

3.2.24 Baggage being delayed during return trip to Original departing place

3.2.25 Other exclusions as specified in the terms of the Main Insurance.

#### **ARTICLE 4 INSURANCE AMOUNT AND PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract. The Insurer could stipulate the deductible with the Insured under the clause of this Contract.

#### **ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

#### **ARTICLE 6 OBLIGATIONS OF THE INSURED**

6.1 The Insured should take proper care of his or her baggage.

6.2 In the event that the baggage and carried-on items covered by the Rider Clauses are lost or damaged, the Insured shall take immediate action to search, protect or save such baggage or items.

6.3 The Insured should report to the local customs, police or other relevant department from which to collect the certificate of insurance accident, within twenty-four hours upon occurrence of insurance

accident under the Rider Clauses, which the Insured knows or should know.

6.4 If the Insured has his/her baggage and items lost or damaged on or in public transport means, hotel or travel agency, the Insured shall provide the certificate of insurance accident from the opposite party.

#### **ARTICLE 7 APPLICATION FOR INSURANCE BENEFIT**

7.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

7.1.1 Original copy of the insurance policy or certificate;

7.1.2 List of lost baggage and carried-on items of the Insured and original invoices thereof;

7.1.3 Household registration or ID certificate of the Insured;

7.1.4 Original copy of the report submitted by the Insured to the local customs, police or other relevant department at the place of insurance accident and the certificate of insurance accident issued there from;

7.1.5 If the Insured has lost his/her personal baggage and carried-on items in a hotel, on public transport means or on the transport means arranged by the travel agency, the original copy of insurance accident certificate issued by the hotel, public transport carrier or travel agency, including the date and course of the insurance accident;

7.1.6 Original invoice of repair or rehabilitation.

7.1.7 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

7.1.8 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

7.2 The above documents and certification are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.

7.3 In case of any foreign currency involved in calculating the loss and paying the insurance benefit under the Rider Clauses, it shall be converted into and paid in RMB. The relevant exchange rate shall be subject to the foreign exchange rate published by Bank of China on the date when the insurance accident under the Rider Clauses happens.

7.4 Where such loss of the Insured can be paid by the public transport carrier, hotel, travel agency, other approaches or other insurance polices, the Insured should first request the opposite party for payment or compensation. According to the relevant evidence or benefit payment certificate issued by the relevant institution or insurance underwriting company, the Insurer may undertake the liability to pay, within the limit of insured amount under the Rider Clauses, for the



remaining portion other than the above compensation amount to the Insured. Where the lost, stolen or robbed articles are discovered or recovered, the Insured shall immediately notify the Insurer and return to the Insurer the insurance already collected.

#### **ARTICLE 8 SUBROGATION**

The loss under the rider clause shall be paid by the related responsible party. The Insurer shall be entitled to the right of subrogation with the limit of the compensation amount. When the Insurer exercises the right of subrogation against the relevant responsible parties, the Insured shall assist positively and provide the necessary documents and relevant information.

Where the Insured has been paid by the related responsible party, Insurer may deduct the insurance indemnity accordingly.

Where the Insured waives the right to claim before the Insurer compensates upon the occurrence of the accident, the Insurer shall not be liable to compensate. Where the Insured waives the right to claim against the third party without obtaining any consent from the Insurer after the Insurer compensates the Insured, such act shall not be effective. Where the Insurer fails to exercise the right of subrogation due to the fault of the Insured, the Insurer may deduct the insurance indemnity accordingly or ask the Insured to refund the insurance amount.

#### **ARTICLE 9 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### **ARTICLE 10 DEFINITIONS**

Baggage means Necessary articles and other personal properties in a reasonable quantity a passenger carries to wear and use or for convenience during travel.

Original Departing Place means that if the Insured travels within the territory of China(excluding Hong Kong, Macau and Taiwan), then the original departing place is the residence of the Insured within the territory of China; If the Insured travels overseas( including Hong Kong, Macau and Taiwan), then the Original Departing Place means within the territory of China.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

#### **ARTICLE 11 APPLICATION OF OTHER CLAUSES**

**Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.**

### **HUATAI INSURANCE COMPANY OF CHINA LIMITED DOMESTIC/OVERSEAS TRAVEL INSURANCE PERSONAL LIABILITY RIDER**

#### **ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

**Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).**

#### **ARTICLE 2 POLICY BENEFITS**

**2.1 During the insurance period of the Rider Clauses, the Insured traveling domestic/overseas (exclude Hong Kong, Macau and Taiwan) with the valid travel document suffers from third party death, personal injury, property loss and damage caused by accidents, or the compensation Insured need to make according to local law in which the accident happened. Insurer will undertake compensation liability according to this Rider Clauses.**

**2.2 If the Insured was arbitrated or litigated due to occurrence of the accident, corresponding arbitration fee and litigation fee the Insured paid and other necessary and reasonable payments Insurer agree to pay through written approval. Insurer will undertake compensation liability according to this Rider Clauses.**

**2.3 In any circumstances, the sum of compensation made to each insurance accident by the Insurer cannot be exceeded each accident compensation limit which are listed in the policy. During the insurance period, the highest sum of compensation under the policy benefits cannot be exceeded the listed accumulated accident compensation limit.**

### **ARTICLE 3 EXCLUSIONS**

**The Insurer shall not pay any compensation under following circumstances:**

**3.1 Sea, land and air transportation vehicles used, owned, rented or manipulated by the Insured, no matter licensed or not;**

**3.2 The Insured uses ammunition or weapons;**

**3.3 The Insured engages in parachuting, gliding, adventure, martial arts competitions, wrestling, stunt shows, horse racing, horse show, racing, boxing and other high risk sports or activities;**

**3.4 Liabilities caused by building, accessories of building, suspenders of building used or owned by the Insured;**

**3.5 Liabilities caused by sexual harassment, assault or confliction directly or indirectly;**

**The Insurer shall not pay any compensation due to following reasons:**

**3.6 Applicant, the Insured, agent and third party purposely, illegally, irregularly or severely misbehaved;**

**3.7 Behaviors lead to third party personal damage, property loss and damage which are conducted by the Insured or other person incited, approved or connived by the Insured;**

**3.8 Administrative action or judicial action;**

**The Insurer shall not pay for underlying damages, expenses and liabilities:**

**3.9 Animals and property which are owned or under the care, custody and control of the Insured;**

**3.10 Any damages occurred to the Insured' spouse, parents, children, cousins, siblings, grandparents, grandchildren, or the person who has**

- custody, support and maintenance relationship to the Insured;
- 3.11 The Insured fulfill the obligation to employer and contract responsibility, or any damages, expenses and liabilities caused by trading, commercial or occupational activities;
- 3.12 Fine, penalty or aggravated, punitive, exemplary damages;
- 3.13 Mental damages;
- 3.14 Damages caused by infectant diseases.

The Insurer shall not be responsible for any damages, expenses and liabilities stated in the exclusive provision of the Main Insurance and other responsibilities that do not fall within this Rider Clause.

#### **ARTICLE 4 INSURED AMOUNT AND FRANCHISE**

4.1 The Insured amount refers to maximum amount for accumulated accident compensation limitation, compensation limitation for each accident, medical expense and property damage. Compensation limitation for medical expense and property damage are included in compensation limitation for each accident. The Insured amount is to be agreed upon by the applicant and the Insurer and shall be expressly indicated in the insurance policy.

4.2 Amount of franchise for each accident is to be agreed upon by the applicant and the Insurer and shall be expressly indicated in the insurance policy.

#### **ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

#### **ARTICLE 6 INSURANCE PREMIUM**

Premium of this Rider Clause is charged accordantly from accumulated compensation limit and insurance rate. Unless otherwise provided by this contract, insurance premium shall be expressly indicated in the insurance policy. Appliers should pay for insurance premium when applying for this Rider Clause.

#### **ARTICLE 7 COMPENSATION**

7.1 Insurer shall be notified in the first place when the Insured receives damage compensation requirement from the third party. Any promise, rejection, pricing, agreement, payment and compensation made by the Insured will not be accepted without written approval from the Insurer. Insurer has the right of rechecking and ratifying if the Insured made promise or payment voluntarily. Insurer does not take responsibilities when benefits are not included in this Rider Clause or compensation exceeds listed sum of limitation. In claim process, Insurer has the right to

underwrite any cases which the Insurer has final compensation liability. Insured is obligate to provide necessary materials and assistance.

7.2 Insurer shall be notified by written form when the Insured is aware of capable arbitration and litigation; Insured shall submit copy of summons or other legal documents to the Insurer when receiving one. Insurer has the right to handle arbitration or litigation issues as representative of the Insured. Insured is obligate to provide necessary materials and assistance.

For further losses result from not timely providing above notification or necessary assistance, Insurer will not take compensation responsibility.

7.3 Unless otherwise provided in the contract, during the effective contract period, the Insured shall inform Insurer by written or phone within 5 days in the event that the risk level of insurance object increases. Insurer can increase insurance premium or cancel the contract according to insurance object real situation.

Insurer will not take compensation liability if the accident was caused by the significant rise of insurance object risk level and the Insured was not taking the obligation to make notice as stated above.

7.4 When be aware of an accident happened, Applier and the Insured should:

7.4.1 Take necessary and appropriate steps to prevent or decrease losses. Otherwise, Insurer will not take compensation liability.

7.4.2 Inform the Insurer about reasons, courses and damages of the accident. Unidentified part which is hard to verify accident reasons and damage level because of purposely or non-timely notification will not be underwritten by the Insurer. Besides that the Insurer is aware or should be aware of the accident in time.

7.4.3 Protect scene of accident, allow and assist Insurer investigating the accident scene.

7.5 Payment is made based on one of Insured compensation liabilities listed below:

7.5.1 Agreement between Insured and the third party who claims for accidental compensation. Insurer validates the agreement;

7.5.2 Decision of arbitration institute;

7.5.3 Decision of People's Court;

7.5.4 Other ways that the Insurer recognized.

7.6 Insurer may make compensation to the third party directly according to legal regulation or this Rider Clause contract.

Insurer should pay for compensation directly to the third party over the damage occurred to the third party and the affirmative part of the compensation. In the case of Insured pretermission, the third party has the right to claim compensation directly from the Insurer.

In the case that the Insured has not made compensation to the third party, the Insurer must not pay for compensation to the Insured.

**7.7 Within insurance benefits extent, the Insurer calculates compensation amount according with following manners:**

**7.7.1 The Insurer calculates compensation amount within the compensation limit for each accident. Compensation amount for each accident cannot exceed compensation limit for each accident.**

**7.7.2 On the basis of clause 7.7.1, the Insurer will deduct franchise for each accident and then make compensation, but franchise is not deductible for each accidental death.**

**7.7.3 During insurance period, multiple accidents accumulated compensation amount cannot exceed accumulated compensation limit.**

**7.8 Besides this Rider Clause, Insurer will calculate compensation for each accident legal cost beyond clause 7.7. But compensation for each accident legal cost cannot exceed 10% of each accident compensation limit. During insurance period, accumulated compensation amount cannot exceed 30% of accumulated compensation limit.**

**7.9 If the Insured can get compensation under other benefits which has the same coverage, the Insurer will take compensation liability according to the proportion of sum the compensation limit under this Rider Clause and compensation limit under other insurance contract.**

**Insurer will not pay for other Insurer in any cases. If insurer paid more than it should be paid, the insurer has the right to replevy excessive payment.**

**Prior to the Insurer makes compensation after accident happened, the Insured abandon the right for indemnity, Insurer does not take compensation liability; after the Insurer make compensation to the Insured, the Insured abandon the right for indemnity without consent from Insurer, this action is invalid; in the event that Insurer cannot claim indemnity for subrogation because of the Insured purposely intention or serious mistake, Insurer can deduct or require return or relative insurance premium.**

**8.0 The Insured shall provide listed certificate and materials to Insurer when claim compensation:**

**8.1 Original copy of insurance policy and certificate;**

**8.2 Household registration or ID certificate of the Insured;**

**8.3 Certification document of accident acceptable to the Insurer;**

**8.4 Written judgment, arbitral award and reconciliation agreement shall be provided if compensation agreement was made through arbitration process;**

**8.5 Compensation agreement;**

**8.6 Compensation certificate;**

**8.7 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer;**

**8.8 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.**

Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to compensate for the portion that cannot be verified.

In case of any foreign currency involved in calculating the loss and paying the insurance benefit under the Rider Clauses, it shall be converted into and paid in RMB. The relevant exchange rate shall be subject to the foreign exchange rate published by Bank of China on the date when the insurance accident under the Rider Clauses happens.

#### **ARTICLE 8 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

