

Note: Before applying for this Policy, please read carefully the terms and conditions of this Policy, especially the **exclusions** highlighted in boldface. If you have any query, please contact our salespersons or call 4008208858.

CHARTIS Insurance Company China Limited No Cover Country or Territory Endorsement

It is hereby understood and agreed that the following paragraph is hereby added in the EXCLUSION of the Basic Policy :

This Policy does not cover any accident occurred in – Cuba, Burma, Iran, Sudan.

Subject otherwise to the terms, exclusions and conditions of this Policy.

(End of page)

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CHARTIS Insurance Company China Limited
No Cover Terrorist or Narcotics/Weapon Trafficker Endorsement

It is hereby understood and agreed that the following paragraph is hereby added in the INSURED PERSONS of the Basic Policy:

Insured Persons under this policy shall not include any terrorist or member of a terrorist organization, narcotics trafficker, or illegal purveyor of nuclear, chemical or biological weapons defined by any country or international organization.

Subject otherwise to the terms, exclusions and conditions of this Policy.

(End of page)

REFERENCE

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CHARTIS INSURANCE COMPANY CHINA LIMITED

(Hereinafter called “We or Us”)

Individual Personal Accident Insurance

(2009 2nd Version)

To better enjoy the rights entitled, please read through the wording below

The rights entitled to you are stated from Chapter One to Chapter Four

CHAPTER I GENERAL PROVISIONS

ARTICLE 1 THE CONSTITUTION OF THE POLICY

All articles contained herein together with the Schedule, Application Form, endorsements and other agreements, if any, constitute the entire Policy of this “Individual Personal Accident Plan” (hereinafter called the “Policy”).

The full name of the Policy is the Individual Personal Accident Insurance, or IPA in abbreviation.

ARTICLE 2 YOU

“You” shall mean an Insured Person or any other person who has an insurable interest on an Insured Person with full civil capacity.

ARTICLE 3 INSURED PERSONS

There can be one or more than one Insured Person (no more than four) named in the Application Form. Eligible age for the Insured Person shall be the age as stated in the application form. If any Insured Person is deleted in accordance with other provisions of this Policy, this provision shall prevail, and We will notify You of any change thereof in writing.

ARTICLE 4 DELETION OF INSURED PERSON

We shall delete an Insured Person as agreed as follows:

- (1) If We declines to further provide coverage to an Insured Person under this Policy due to any significant change in underwriting risks, or You request to delete an Insured Person, such Insured Person shall not be included for coverage under this Policy from the date on which the eligibility of such Insured Person is terminated; Unless otherwise agreed herein, We shall refund the applicable unearned premium calculated on a daily basis for such Insured Person.
- (2) An Insured Person shall cease to be covered under this Policy as of 24:00 of the Policy expiry date immediately following such Insured Person’s attaining the upper age limit as specified in the Application Form;
- (3) In case of the death of any Insured Person or exhaustion of the limit stated in the Schedule applicable to such Insured Person by aggregate payments of benefits to such Insured Person, We shall not be liable for any benefits for such Insured Person, and such Insured Person shall cease to be covered under this Policy as of the date of such occurrence.

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ARTICLE 5 DETERMINATION OF AGE AND MISSTATEMENT OF AGE

The age of an Insured Person shall be the age on his/her legitimate credential. At the time of application, You shall state the age of the Insured Person at his/her last birthday. If the age of the Insured Person is misstated, it shall be handled as follows:

- (1) If the amount of premium to be paid pursuant to the age of the Insured Person at his/her last birthday is higher than amount of premium actually paid, We shall have right to require You to make up the balance thereof; If an Accident has occurred to the Insured Person, We shall calculate, as per premium rate of the true age, the sum insured applicable to the amount of premium actually paid.
- (2) If the amount of premium to be paid pursuant to the age of the Insured Person at his/her last birthday is lower than amount of premium actually paid, We shall refund, without interest, the extra amount of premium paid and the sum insured purchased shall remain unchanged.
- (3) If, pursuant to the age of the Insured Person at his/her last birthday, We can not cover the Insured Person according to Our underwriting rules, We shall have right to terminate this Policy or the eligibility of the Insured Person and shall refund, without interest, the unearned premiums for such Insured Person as agreed.

ARTICLE 6 DESIGNATION AND CHANGE OF BENEFICIARY

With the consent of the Insured Person, You may, at the time of application, designate one or more persons as the death beneficiary/beneficiaries. In the case of more than one death beneficiaries, the Insured Person may determine the priority of the death beneficiaries and benefit proportions for the death benefits. If the benefit proportions are not specified, all death beneficiaries shall be entitled to an equal share of the death benefits. Where the beneficiary intentionally causes the death, injury, disability or illness to the insurant or attempts to murder the insurant, the beneficiary shall lose the beneficiary right.

With the consent of the Insured Person, You may change the death beneficiary/beneficiaries with a written notice to Us. No such change shall be effective unless recorded by Us and by endorsement hereto. We shall not be responsible for any legal disputes resulting from any change(s) in the death beneficiary/beneficiaries.

Death benefits shall be paid to the death beneficiary/beneficiaries surviving the deceased Insured Person. Unless otherwise provided, the death benefits shall be payable to the estate of the Insured Person if none of the named death beneficiary/beneficiaries survives the Insured Person.

ARTICLE 7 CHANGE OF DOMICILE OR CORRESPONDENCE ADDRESS

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

ARTICLE 8 CHANGE OF OCCUPATION

Written notice of change in occupation of the Insured Person must be given by you or the Insured Person to Us within 10 days after such change has occurred. We have the right to raise the premium or cancel the Policy based upon the changed occupation. If We elect to cancel the Policy, We will refund unearned premium calculated on a daily basis.

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ARTICLE 9 AMENDMENT

Upon satisfaction of the requirements of Us, You may apply to amend this Policy while this Policy is in force. No amendment made shall be effective unless agreed to and recorded by Us and by endorsement hereto.

In case of death of any Insured Person, application for any amendment to such part of this Policy as applicable to such Insured Person will not be acceptable.

CHAPTER II POLICY PERIOD

ARTICLE 10 COMMENCEMENT OF THE BENEFIT

Settlement of full premiums and our acceptance of the risk shall be conditions precedent to any liability of Us under the Policy. We shall issue a Schedule as an underwriting certificate.

The inception date of this Policy shall be that contained in the Schedule. The said date shall determine the policy expiry date and premium due date.

ARTICLE 11 POLICY PERIOD & RENEWAL

The Policy Period shall be that stated on the Schedule, but no longer than one year starting from 00:00 hours of the effective date of this Policy until 24:00 hours following the Policy expiry date.

You may, on or before the expiration of the Policy Period, apply for renewal of Policy by payment of premium, in which event the Policy shall be still effective within next Policy Period subject to the approval of Us and collection of renewal premiums from You. This Policy may be extended, in the above-mentioned renew manner, to the Policy expiry date immediately following all the Insured Persons' attaining the upper age limit as specified in the Schedule.

CHAPTER III BENEFITS AMOUNT

ARTICLE 12 SUM INSURED

Sum Insured referred to in this Policy means the benefit amount for relevant coverage of each Insured Person as stated in the Schedule. In case of any changes in such amount as a result of other provisions of the Policy or by endorsement(s) hereto, the changed amount shall be treated as the sum insured.

CHAPTER IV BENEFIT

ARTICLE 13 ACCIDENTAL DEATH, BURNS & DISMEMBERMENT

The aggregate payments of benefits under this article to any Insured Person shall not exceed the sum insured for such Insured Person as stipulated in Schedule.

- (1) **Accidental Death Benefit:** In case of an Accident to any Insured Person during the Policy Period which results in death within one hundred and eighty (180) days from

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the date of Accident, We shall pay the individual sum insured for Accidental Death Benefit to the beneficiary/beneficiaries.

If the Insured Person has received benefits payable under paragraph (2) or (3) of this Article before his or her death, the benefit payable for Accidental Death shall be total sum insured minus any paid benefits.

- (2) **Accidental Dismemberment Benefit:** If, while the Policy is in force, any Insured Person sustains an Accident which results in dismemberment listed in the “Schedule of Benefits for Dismemberment” (“Table 1”) within one hundred and eighty (180) days from the date of Accident, We shall pay the Insured Person the individual sum insured for Accidental Dismemberment Benefit at the time of the Accident, equal to a percentage of sum insured specified in the Schedule according to the “Schedule of Benefits for Dismemberment” (“Table 1”).

If multiple dismemberments occur to the same part of body or same limb as a result of one Accident, only one of the Accidental Dismemberment Benefits shall be paid, and that will be the higher or highest percentage of sum insured for that part of body or limb. If multiple dismemberments occur to the same part of body or same limb as a result of different Accidents, the higher or highest percentage of the sum insured for dismemberment of that part of body or limb shall be paid only. If a subsequent Accident results in a more serious dismemberment after benefits have been paid, any previous payables will be deducted from the further payment for this subsequent dismemberment. No further payment shall be made if the previous dismemberment is of more serious degree.

If multiple dismemberments as listed in “Table 1” occur to the Insured Person as a result of the same or different Accident(s), We shall pay the percentage of sum insured for each dismemberment, and the benefit payable shall not exceed the individual sum insured of the Insured Person at the time of the latest Accident.

- (3) **Accidental Burns Benefit:** If, while the Policy is in force, any Insured Person sustains an Accident which results in burns as listed in the “Schedule of Benefits for Third Degree Burns” (“Table 2”) , We shall pay the Insured Person the individual sum insured for Accidental Burns Benefit at the time of the Accident equal to a percentage of sum insured specified in the Schedule according to the “Schedule of Benefits for Third Degree Burns” (“Table 2”).

If the Insured Person suffers multiple Burns to the same part of the body or same limb as a result of one Accident, only one of the Accidental Burns Benefits shall be paid and that shall be the higher or highest percentage of sum insured for that part of body or same limb. If multiple Burns occur to the same part of body or same limb as a result of different Accidents, only one of the events shall be paid for, and that shall be for the more serious injury. If subsequent Burns are of a higher benefit, benefit payment shall only be made after deducting any previous benefit payments. If previous Burns are of a higher benefit, no indemnity shall be paid for this subsequent injury.

If the Insured Person suffers Burns on a different body part or limb as a result of a different Accident or the same Accident, We shall pay the benefit amount for each Accidental Burn, and the amount payable shall not exceed the individual sum insured

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for the Insured Person at the time of the latest Accident.

CHAPTER V EXCLUSIONS

ARTICLE 14 EXCLUSIONS

We shall not pay under this Policy for any injury arising as a result of:

- (1) any wars, military actions, riots, strikes, armed insurrection or any Terrorist Act;
- (2) any explosions, burning or radiation caused by biological, chemical or atomic weapons, or atomic or nuclear equipment;
- (3) any intentional actions by You; self-inflicted injuries or suicide by the Insured Person whether sane or insane;
- (4) fighting, being attacked or being murdered resulting from the intentional actions of the Insured Person (excluding helping others for a just cause);
- (5) violations or attempted violations of the law or resistance to arrest by the Insured Person or during the period of detention or imprisonment;
- (6) the Insured Person under the influence of alcohol, drugs, or controlled drugs;
- (7) mental or nervous disorder of the Insured Person, including but not limited to insanity;
- (8) driving under the influence of alcohol or without a driving license or a valid vehicle license;
- (9) Acquired Immune Deficiency Syndrome (AIDS) or infection of the Human Immune Deficiency Virus (HIV) (as defined by the World Health Organization (WHO); the confirmation of infection by such virus requires the existence of the above mentioned disease or its antibodies found in the blood);
- (10) on board of any airplanes or air transportation vehicles or conveyances except as a passenger in any properly licensed private and/or commercial aircrafts;
- (11) any born abnormality;
- (12) any Pre-existing Injury or complications thereof;
- (13) participating in horse racing, Diving, water-skiing, skiing, gliding, parachuting, Rock Climbing, wrestling, Judo, Karate, Taekwando, horse riding, wushu, boxing or Stunt Performances;
- (14) participating in any professional or semi-professional sport activities;
- (15) participating in vehicle performances, vehicle racing or practicing, or go-karting;
- (16) the Insured Person serving in any armed force or engaging in any missions as a Policeman;
- (17) the Insured Person engaging in the activities such as mining, underground working, working in the cave, on water or at altitude higher than 5 meters.
- (18) pregnancy, miscarriage, childbirth, venereal diseases; cosmetic or plastic surgery, or other medical incidents or any injuries caused by such events;
- (19) any bacterial or virus infection (except for infections caused by an Accident); food poisoning.

CHAPTER VI PREMIUM

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ARTICLE 15 PAYMENT OF PREMIUMS

The premiums of the Policy are calculated on either a monthly or yearly basis.

For an annual policy, the stipulated premiums may be paid in lump sum or by installments as agreed upon by Us provided that the subsequent installments shall be paid on or before the premium due date by way as specified in the Schedule.

If the premium is payable by installments and a claim occurs (including claim occurs during the Grace Period), We shall have the right to request You to settle the remaining premium for the policy year before proceeding with the claim.

ARTICLE 16 GRACE PERIOD

If the Policy Period is one year and You pay the premiums by installments, a grace period of thirty (30) days will be granted for the payment of each premium falling due after the first installment.

ARTICLE 17 RENEWAL PREMIUM

The renewal premium will be calculated based on the risk covered upon renewal according to our latest determined premium rates. We will inform you in writing if the renewal premium changes. If We have expressly declined to renew this Policy, any paid renewal premiums will be refunded without interest.

The cancellation of the Policy may bring you certain loss. So please read Chapter VII carefully and make cautious decision.

CHAPTER VII CANCELLATION AND TERMINATION

ARTICLE 18 DUTY OF DISCLOSURE AND POLICY VALIDITY

You or the Insured Person(s) shall provide truthful information in response to written inquiries by Us.

- (1) If any intentional withholding of the truth, when discovered, is sufficient to affect the judgment of Us in deciding whether to provide coverage or increase the premium rate, We have the right to terminate the policy based on relative law without any refund of the premium, no matter whether a covered Accident has occurred or not at the time of such discovery. We shall not be liable for any otherwise covered Accident which has occurred prior to the termination of the Policy. If such intentional withholding is sufficient to affect the judgment of Us in deciding whether to provide coverage to one Insured Person, his eligibility of the Insured Person shall be terminated, and We shall not be liable for any otherwise covered Accident which has occurred prior to the termination of his eligibility.**
- (2) If any unintentional withholding of the truth, when discovered, is sufficient to affect the judgment of Us in deciding whether to provide coverage or increase the premium rate, We have the right to terminate the policy based on relative law, no matter whether a covered Accident has occurred or not at the time of such discovery, and We will refund the premium**

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of this Insured Person without interest. If such unintentional withholding is sufficient to affect the judgment of Us in deciding whether to provide coverage to one Insured Person, his eligibility of the Insured Person shall be terminated and We will refund the premium of this Insured Person without interest. **If such unintentional withholding has a material impact on a covered Accidents which occurred prior to the cancellation of the Policy or loss of eligibility, We shall not be liable for this Accident.**

- (3) If any withholding of the truth is sufficient to affect the judgment of Us in deciding whether or not to increase the premium rate and We agree to continue to provide coverage, You shall pay additional premiums accumulated as of the effective date of the Policy together with the interest accrued thereon. (**Note:** Accrued interest shall be determined in interest rate as agreed herein this Policy).

ARTICLE 19 CANCELLATION

You may cancel the Policy at any time by giving a written notice to Us while the Policy is in force. For monthly policy, the Policy shall be terminated at 24:00 of the last date of current insured month. We shall return the paid premiums for this Policy and all Riders for the next month without interest if You have paid it. For non-monthly policy, the Policy shall be terminated at 24:00 of the date shown in the written notice. We shall return the last paid premiums for this Policy and all Riders on a pro-rata basis in accordance with the following table and with reference to the period between the cancellation date and expiry date of the Policy, and We will refund without interest the premium You have advanced for the next policy period:

Time to Policy Expiry Date	% of premium returned for different insurance period			
	Insurance Period Less 1 Month	Insurance Period more than 1Month but less than 3 months	Insurance Period more than 3 Month but less than 6 months	Insurance Period more than 6 Month but less than 12 months
10 full months or above	-	-	-	60 %
Greater than 9 full months and less than 10 full months	-	-	-	50 %
Greater than 8 full months and less than 9 full months	-	-	-	40 %
Greater than 7 full months and less than 8 full months	-	-	-	30 %
Greater than 6 full months and less than 7 full months	-	-	-	25 %
Greater than 5 full months and less than 6 full months	-	-	50 %	0
Greater than 4 full months and less than 5 full months	-	-	40 %	0
Greater than 3 full months and less than 4 full months	-	-	25 %	0
Greater than 2 full months and less than 3 full months	-	30 %	0	0
Greater than 1 full months and less than 2 full months	-	0	0	0
less than 1 full month	0	0	0	0

If the increase of the covered risks has an impact upon the basis on which We have agreed to provide coverage, We may, while the Policy is in force, cancel the Policy by giving You a thirty (30) days (or fifteen (15) days where the policy period is less than one full month) prior written notice. In this event, the Policy will be terminated at 24:00 of the date shown in the written notice. The written notice will be delivered in person, by registered mail or other similar mails to Your address of domicile or correspondence. A pro-rata unearned premium will be returned.

ARTICLE 20 TERMINATION OF THE POLICY

The Policy shall terminate automatically in any of the following circumstances:

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- (1) The Policy expiry date immediately following all Insured Persons' attaining the upper age limit as specified in the Schedule;
- (2) The Policy Period expires and You do not intend to renew the Policy or We decline to renew the Policy;
- (3) For annual policy, premium due remains outstanding after the grace period;
- (4) This Policy terminates as per other provisions herein.

Note: Under the circumstances mentioned in (1) or (2), the Policy shall automatically terminate at 24:00 of the expiry date of the Policy. Under the circumstances mentioned in (3), the Policy shall automatically terminate at 24:00 of the Premium Due Date.

If You need to apply for claims, please read the Chapter VIII below carefully.

CHAPTER VIII APPLICATION FOR BENEFITS

ARTICLE 21 NOTICE OF CLAIMS

Notice of claims must be given to Us by the Claimant within thirty (30) days of occurrence of any Accident to the Insured Person.

We shall not be liable for the undeterminable part where the claimant fails to do so intentionally or for gross negligence, which makes it difficult to determine the nature, cause, degree of damage, etc. of the covered Accident, unless We have known or should have known the incident in a timely manner through any other channel.

ARTICLE 22 EVIDENTIAL DOCUMENTS/APPLICATION FOR CLAIMS

In case of claim, the Claimant shall fill in a claim form and provide the following proofs and original documents to Us for the benefits hereunder:

- (i) the Policy;
- (ii) proof of cancellation of residential registration or other relevant similar credentials, identity document (if applicable) of the Insured Person;
- (iii) proof of residential registration or other relevant similar credentials, identity document (if applicable) of the beneficiary/beneficiaries of the Accidental death benefits;
- (iv) death certificate or other relevant similar credentials(if applicable) recognized by Us, the Hospital or the public security department;
- (v) report on the degree of dismemberment or burns of the Insured Person issued by hospitals ranked as Grade II or above or by medical or judicial institutions recognized by Us (if applicable) ;
- (vi) other proof and material could be provided by claimant in connection with the claim.

If the Claimant fails to provide any of the above documents due to any particular reason, he or she should provide other relevant proofs or materials that are acceptable under the law in filing a claim.

If the Claimant fails to provide the relevant proofs or documents as a result of which We are unable to verify the truthfulness of the claim filed, We shall not be liable for the unverified part.

After receiving the completed claim materials from the Claimant, We shall assess the claim in

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time. If the claim can not be assessed within the statutory period under complex circumstances, the both parties agree to extend the period but the extended period shall not exceed 30 days.

We shall notify the claimant of the assessment result. For a claim which falls within the insurance coverage, We shall make payment within 10 days after reaching an agreement on payment of indemnity with the claimant. If the Policy provides otherwise for the time limit for payment of indemnity, We shall perform the obligation of paying indemnity as agreed upon therein. For a claim which does not fall within the insurance coverage, We shall, within three days after completing the assessment, send a notice of its refusal to pay indemnity to the claimant, and give reasons therefor.

The limitation period for a claimant to file a claim with Us shall be two (2) years, which shall be counted from the day when the claimant knows or should have known the occurrence of the covered Accident.

ARTICLE 23 SUPPLEMENT OF CERTIFICATES AND MATERIALS

If We deem that the certificates and materials provided by the Claimant in respect of the claim are incomplete, it shall notify, in a timely manner and at one time, the claimant of all certificates and materials to be supplemented.

ARTICLE 24 OBLIGATION OF PAYMENT IN ADVANCE

Where We cannot determine the amount of indemnity to be paid within 60 days after receiving the claim for indemnity and the relevant certificates and materials, We shall advance the amount which may be determined according to the current certificates or materials, and after it finally determines the amount of indemnity to be paid, pay the difference.

ARTICLE 25 HANDLING OF DISAPPEARANCE

If an Insured Person disappears as a result of an Accident while the Policy is in force, and is later declared dead by a PRC Court, We shall pay the percentage of sum insured applicable to death of the Insured Person. However, if the Insured Person is later found to be alive, the Recipient of Death Benefits is required to return the paid amount to Us within one (1) month of knowing the fact about the Insured Person being alive.

ARTICLE 26 PHYSICAL EXAMINATION AND JUDICIAL AUTHENTICATION

During the claim process, We reserve the right to request the Insured Person to be subject to physical examination or requests for relevant examination reports from the Insured Person. In case of death of the Insured Person, We reserve the right to have a judicial authentication conducted by judicial authentication institutions.

ARTICLE 27 EXCHANGE RATE

If currency conversion is required in any claim settlement, We shall apply the RMB central parity rate as publicized by the People's Bank of China (PBOC) on the day when the Claimant completes the Claim Form.

ARTICLE 28 SETTLEMENT OF DISPUTES

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Any dispute arising from the execution of the Policy or its riders shall be resolved through one of the following means to be selected by the Parties:

- (1) the said disputes shall be resolved by the Parties through negotiations, failing which shall be referred to the agreed Arbitration Commission for arbitration;
- (2) the said disputes shall be resolved by the Parties through negotiations, failing which shall be referred to a PRC court.

ARTICLE 29 APPLICABLE LAW

The Policy and its riders shall be governed by the law of the People's Republic of China

The below Definitions may help you better understand the specific meaning of some terms mentioned in this Policy.

CHAPTER IX OTHERS

ARTICLE 30 DEFINITIONS

- (1) **You** shall mean the Policyholder.
- (2) **Accident** shall mean any unexpected, unintentional, non-sickness related, unforeseen events caused by external and sudden incident which results in solely, directly and independently of any other causes the bodily injury of any Insured Person.
- (3) **Burns** shall mean that the entire skin layer of an Insured Person was damaged by Accidental Burns, defined as 3rd degree burns, while the Policy is in force. Third degree burns damage the skin (epidermis and dermis), to muscle tissue, bone and subcutaneous fat, and result in scarring. The degree of burns and damaged area are determined by the standard of "new rule of nines".
- (4) **War** shall mean any war, whether declared or not, including military action by any sovereign to achieve economic, geographic, nationalistic, racial, religious or other ends.
- (5) **Diving** referred in the Policy shall mean any underwater activity, whether in the river, lake, sea, reservoir, canal, etc. with auxiliary respiratory equipment.
- (6) **Rock Climbing** referred in the Policy shall mean any sport activity involving climbing of cliff, exterior wall of building, artificial cliff, ice cliff, iceberg, etc..
- (7) **Adventure** referred in the Policy shall mean any activity the Insured Person intentionally put oneself in with the knowledge of danger of death or any Injury under certain special natural circumstances, such as river drifting, traversing the desert on foot or deserted forest, etc..
- (8) **Stunt Show** shall mean performance of any special skill such as equestrianism, acrobatics, beast taming, etc.
- (9) **Force Majeure** shall mean any external event which is unforeseen, unavoidable and can not be overcome.
- (10) **Claimant** shall mean the Insured Person, death beneficiary/beneficiaries defined herein, legal heir of the Insured Person or any other person legally entitled to the benefits provided by the Policy.
- (11) **Recipient of Death Benefit** shall mean the death beneficiary/beneficiaries defined herein, legal heir of the Insured Person or any other person legally entitled to the death benefits.
- (12) **Qualified Medical Practitioner** shall mean any doctor who is authorized to conduct practice in a Hospital and give prescription, or any doctor who is duly licensed and qualified in the geographical area in which the Insured Person receives medical

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consultation, treatment, prescription or surgical services, but excluding the Insured Person or any Immediate Family Member of the Insured Person.

- (13) **Immediate Family Member** of the Insured Person shall mean the spouse, parent, son or daughter, brother or sister, grandparent and grandchild of the Insured Person.
- (14) **Pre-existing Injury** shall mean the existence of symptoms as a result of injury that cause an ordinarily prudent person to seek diagnosis, care, or treatment within a five (5) year period preceding the effective date of the Policy, or a condition for which medical advice or treatment was recommended by a physician or received from a physician within a five (5) year period preceding the effective date of the Policy.
- (15) **Terrorist Act** shall mean any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts. Terrorists Acts shall also include any act, which is verified or recognized by the (relevant) government as an act of terrorism.
- (16) **Interest** shall be the corresponding rate of the 3-month fixed saving plan proposed on the first working day of every month by the People's Bank of China.
- (17) **Hospital** shall mean any medical institutions that:
1. holds a legal business license;
 2. is to mainly offer Hospital medical treatments and nursing services to the injured and patients;
 3. has Qualified Medical Practitioners and nurses offering medical treatments and nursing services twenty-four (24) hours a day;
 4. is not a medical institution which serves as a convalescent home, a nursing or therapeutic institution, a place for alcoholics or drug addicts.

The hospital Within China must be ranked as Grade II or above (Grade II inclusive).

- End -

TABLE 1 Schedule of Benefits for Dismemberment

Degree	Item	Degree of Dismemberment	Percentage of Sum Insured
Level 1	1	Permanent Total Loss of sight of both eyes (note 1)	100
	2	Loss of both upper limbs at or above the wrist or of both limbs at or above the ankle	
	3	Loss of one upper limb at or above the wrist and of one lower limb at or above ankle	
	4	Permanent Total Loss of sight of one eye and of one upper limb at or above the wrist	
	5	Permanent Total Loss of one eye and of one lower limb at or above the ankle	
	6	Permanent Total Loss of function of joints of all the limbs (note 2)	
	7	Permanent Total Loss of function of chew and swallow (note 3)	
	8	Severe damage to the function of the central nervous system or the internal organs such as the abdomen and thorax, resulting in the permanent loss of the ability to engage in any job occupation and independently perform daily activities that are essential to the maintenance of life (note 4)	
Level 2	9	Permanent Total Loss of function of two or more of the three great-joints of both upper limbs or of both lower limbs or of both an upper limb and a lower limb (note 5)	75
	10	Total Loss of all fingers (note 6)	
Level 3	11	Permanent Total Loss of one upper limb at or above the wrist or of function of three great-joints of an upper limb	50
	12	Permanent Total Loss of one lower limb at or above the ankle or function of three great-joints of a lower limb	
	13	Permanent Total Loss of hearing in both ears (note 7)	
	14	Permanent Total Loss of function of joints of all fingers (note 8)	
	15	Loss of all toes (note 9)	
Level 4	16	Permanent Total Loss of sight of one eye	30
	17	Permanent Total Loss of function of two great-joints of the three great-joints of an upper limb	
	18	Permanent Total Loss of function of two great-joints of the three great-joints of a lower limb	
	19	Loss of four or more fingers (including a thumb and a forefinger) of one hand	
	20	Permanent Shortening of Leg by at least 5 cm	
	21	Permanent Total Loss of Speech (note 10)	
	22	Permanent Total Loss of function of all toes	
Level 5	23	Permanent Total Loss of function of one great-joint of the three great-joints of an upper limb	20
	24	Permanent Total Loss of function of one-great joint of the three great-joints of a lower limb	
	25	Loss of both thumbs of both hands	
	26	Total loss of five toes of one foot	
	27	Obvious defect of two eyelids (note 11)	
	28	Permanent Total Loss of hearing in one ear	
	29	Defect of nasal part and severe dysosmia (note 12)	
Level 6	30	Loss of forefinger and thumb of one hand, or of more than three fingers including thumb or forefinger	15
	31	Permanent Total Loss of function of three or more fingers of one hand including thumb or forefinger	
	32	Permanent Total Loss of function of five toes of one foot	

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Level 7	33	Loss of a thumb or a forefinger of one hand, or two or more fingers of middle-finger, ring-finger or little finger	10
	34	Permanent Total Loss of function of a thumb and a forefinger of one hand	

Notes:

- (1) Loss of sight of eye(s) shall include removal or loss of eyeball(s), or anopia, or only the ability for light sensation, or visual acuity after correction of lower than 0.02 of the international standard eyesight chart, or a visual field narrower than 5 degrees. Medical evidence must be provided by a qualified ophthalmologist appointed by Us.
- (2) Loss of function of joint(s) shall mean permanent total stiffness, or paralysis of the joints, or that the joints may not be able to move willfully.
- (3) Loss of function to chew and swallow shall mean the organic or functional disturbance of such functions as chewing and swallowing by any means other than dental causes, and which renders the Insured Person incapable of eating or swallowing anything other than fluid diet.
- (4) Inability to perform independently the daily activities that are essential to life shall mean complete and continuous inability of the Insured Person to perform such activities independently as eating, going to the toilet, dressing, walking, bathing, etc., and must rely on the assistance of others.
- (5) The three great-joints of upper limb include shoulder joint, elbow joint, and wrist joint; three great-joints of lower limb include hip joint, knee joint, and ankle joint.
- (6) Total loss of finger shall mean complete severance through or above the proximal phalangeal joints (interphalangeal joints of thumb).
- (7) Total loss of hearing shall mean the average frequency hearing loss is above 90 dB where speech frequencies are at 500, 1,000, 2,000 Hz.
- (8) Total loss of function of joints of fingers shall mean complete severance through the distal phalangeal joints, or stiffness of proximal phalangeal joints or moving disturbance of the phalangeal joints.
- (9) Total loss of toes shall mean complete severance through or above the metatarsophalangeal joints.
- (10) Total loss of speech shall mean the loss of articulating ability of any three of the four sounds which contribute to the speech (from the labial sounds, alveolar sounds, palatal sounds, and the velar sounds) or total loss of vocal cord or damage of speech center in brain resulting in aphasia. However, all psychiatric related causes are excluded. Medical evidence must be supplied by a qualified otorhinolaryngology specialist.
- (11) Obvious defect of two eyelids shall mean eyelids incapable of covering corneas completely when the Insured Person closes his/her eyes.
- (12) Defect of nasal part and severe dysosmia shall mean the irrecoverable defect of total or one half nasal cartilage and nasal atresia, nasal dyspnea or anosmia of both sides.

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

TABLE 2 Schedule of Benefits for Third Degree Burns

Body Part	Percentage of Damaged Area to Total Body Surface Area	Maximum Percentage of Sum Insured
Head	2% or more but less than 5%	50%
	5% or more but less than 8%	75%
	8% or more	100%
Body (excluded head surface area)	10% or more but less than 15%	50%
	15% or more but less than 20%	75%
	20% or more	100%

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CHARTIS INSURANCE COMPANY CHINA LIMITED

(Hereinafter called “We or Us”)

Individual Hospital Income Rider

(2009 2nd Version)

(The Rider is valid only if it is insured)

ARTICLE 1 THE CONSTITUTION OF THE RIDER

The “Individual Hospital Income Rider” (hereinafter called the “Rider”) is made in consideration of your application of “Individual Personal Accident Insurance” (hereinafter called the “Basic Policy”) and with our consent. The Rider is attached to the Basic Policy and the provisions of the Basic Policy are also applicable to the Rider. In the event of any discrepancy between the provisions of the Rider and those of the Basic Policy, the provisions of the Rider shall prevail.

The Rider will only be in effect when its benefits are set forth in the Schedule or endorsements.

ARTICLE 2 EFFECTIVE DATE

The Rider and the Basic Policy shall come in force at the same time, or at the time stated in the endorsement of the Rider.

ARTICLE 3 BENEFIT

While the Rider is in force, if any Insured Person is confined to a Hospital as a result of an Accident, We shall pay the Hospital Income Benefit applicable to such Insured Person under the Rider as stated in the Schedule which is calculated according to the Number of Days of Confinement of the Insured Person. For monthly policy, no matter how many times the policy is renewed, the payable Number of Days of Confinement due to the same cause will be up to the days stated in the Schedule. However, if the Rider is continuously renewed and the Hospital Confinement is separated by at least 365 days from the date of discharge and the date of a subsequent admission to Hospital due to the same cause, We will consider the two Confinements are due to different causes. For annual policy, the payable Number of Days of Confinement during the policy period are up to the days stated in the Schedule.

The deductible, if any, under the Rider shall be stated in the Schedule. We shall not be liable for any loss under the deductible.

ARTICLE 4 EXCLUSIONS

We shall not be liable for any expense incurred during the following period or as a result of the following directly or indirectly leading to the Confinement to the Hospital of the Insured Person:

- (1) any wars, military actions, riots, strikes, armed insurrection or any Terrorism act;**
- (2) any explosions, burning or radiation caused by biological, chemical or atomic weapons, or atomic or nuclear equipment;**
- (3) any intentional actions by You; self-inflicted injuries or suicide by the**

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- Insured Person whether sane or insane;**
- (4) fighting, being attacked or being murdered resulting from the intentional actions of the Insured Person (excluding helping others for a just cause);**
 - (5) violations or attempted violations of the law or resistance to arrest by the Insured Person or during the period of detention or imprisonment;**
 - (6) the Insured Person under the influence of alcohol, drugs, or controlled drugs;**
 - (7) driving under the influence of alcohol or without driving license or a valid vehicle license;**
 - (8) mental or nervous disorder of the Insured Person;**
 - (9) Acquired Immune Deficiency Syndrome (AIDS) or infection of the Human Immune Deficiency Virus (HIV) (as defined by the World Health Organization (WHO); the confirmation of infection by such virus requires the existence of the above mentioned disease or its antibodies found in the blood);**
 - (10) on board of any airplanes or air transportation vehicles or conveyances except as a passenger in any properly licensed private and/or commercial aircrafts;**
 - (11) congenital anomalies;**
 - (12) any Pre-existing Sickness or Injury or complications thereof;**
 - (13) participating in horse racing, Diving, water-skiing, skiing, gliding, parachuting, Rock Climbing, wrestling, Judo, Karate, Taekwando, horse riding, wushu, boxing or Stunt Performances;**
 - (14) participating in any professional or semi-professional sport activities;**
 - (15) participating in vehicle performances, vehicle racing or practicing, or go-karting;**
 - (16) the Insured Person serving in any armed force or engaging in any missions as a Policeman;**
 - (17) the Insured Person engaging in the activities such as mining, underground working, working in the cave, on water or at altitude higher than 5 meters.**
 - (18) pregnancy, miscarriage, childbirth, venereal diseases; cosmetic or plastic surgery, or any injuries caused by such events;**
 - (19) any bacterial or virus infection (except for infections caused by an Accident); food poisoning;**
 - (20) general health check-ups, convalescence, custodial, rest care, rehabilitation;**
 - (21) naprapathy, massage or acupuncture due to any causes;**
 - (22) injury caused by drug allergy or other treatment.**

ARTICLE 5 EVIDENTIAL DOCUMENTS/FILING OF CLAIMS

After settlement of the medical expenses, the Insured Person shall submit the following proofs and original documents (or copies if stated below) together with the completed Claim Form as required by Us to Us within thirty (30) days after discharged from the Hospital:

- (1) complete medical report issued by the in-patient or emergency unit;
- (2) discharge summary;
- (3) copy of medical expense receipt issued by the Hospital;
- (4) other proof and materials relevant to the claim the Claimant could provide .

ARTICLE 6 TERMINATION

The Rider shall be automatically terminated when:

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1. the Basic Policy is terminated;
2. the Rider expires and You do not renew or We declines the renewal of the Rider;
3. You surrender within the effective period of the Rider;
4. the Rider is terminated as a result of any other provision.

Note: In respect of (2), the Rider shall be automatically terminated at 24:00 of the expiry date of the Policy.

ARTICLE 7 DEFINITIONS

1. **Accident** referred in the Rider shall mean any unexpected, unintentional, non-sickness related, unforeseen events caused by external and sudden incident which results in solely, directly and independently of any other causes the bodily injury of any Insured Person.
2. **Confined to the Hospital or Confinement** referred in the Rider means admission to a Hospital for a minimum period of twenty-four (24) hours upon the recommendation of a physician with an evidence by a daily room/room & board charged by the Hospital.
3. **Number of Days of Confinement** referred in the Rider means the actual number of days an Insured Person is Confined to a Hospital, where a period of twenty-four (24) hours shall mean one (1) day.
4. **Pre-existing Sickness or Injury referred in the Rider shall mean the existence of symptoms that cause an ordinarily prudent person to seek diagnosis, care, or treatment within a five (5) year period preceding the effective date of the Rider, or a condition for which medical advice or treatment was recommended by a physician or received from a physician within a five (5) year period preceding the effective date of the Rider.**
5. **Hospital shall mean any medical institutions that:**
 - (1) holds a legal business license;
 - (2) is to mainly offer Hospital medical treatments and nursing services to the injured and patients;
 - (3) has Qualified Medical Practitioners and nurses offering medical treatments and nursing services twenty-four (24) hours a day;
 - (4) is not a medical institution which serves as a convalescent home, a nursing or therapeutic institution, a place for alcoholics or drug addicts.

The hospital within China must be ranked as Grade III or other hospitals appointed or agreed upon by Us.

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